

General Terms and Conditions of Participation

Marathon Expo Amsterdam

1 Definitions

- 1.1 In these General Terms and Conditions of Participation, the following is understood to mean:
- a. Convention Centre: the RAI Convention Centre, located at Europaplein 24 in (1078 GZ) Amsterdam, the location of the Event;
 - b. Event: the Marathon Expo, the trade fair where sponsors and partners of the Platinum Label TCS Amsterdam Marathon as well as the Exhibitors are present to showcase the latest innovations in the fields of running, sportswear, health, nutrition and lifestyle, which event the Organizer organizes and RAI accommodates in the Convention Centre for the benefit of the Platinum Label TCS Amsterdam Marathon;
 - c. Event Conditions: these General Terms and Conditions of Participation, the Organizer's stand construction regulations supplementing the General Terms and Conditions of Participation, and the RAI Amsterdam Accommodation Regulations including appendices;
 - d. Exhibitor Portal: the online portal of RAI where the most important information about the Event for the Exhibitors can be found;
 - e. Exhibitor Services: RAI's online store where exhibitors can order products and services for their stands, including uniform Stand Construction, hostess service, furniture, flowers and plants, telecommunications & ICT, parking permits, catering and stand cleaning;
 - f. Exhibitor: the natural person or legal entity who, by means of the Registration Form, has registered with the Organizer as a tenant of the Stand Space and with whom the Organizer has concluded an Agreement for the rental of the Stand Space;
 - g. Rental Period: the agreed timeframe during which the Exhibitor may use the rented Stand Space, comprising the Convention Centre's visitor opening hours and the Exhibitor's set-up and dismantling times;
 - h. Rental Fee: the amount payable by the Exhibitor to the Organizer upon conclusion of the Agreement for participation in the Event, by bank transfer;
 - i. Registration Form: the online registration form used by a potential Exhibitor to apply for participation in the Event;
 - j. Organizer: the legal entity with which the Exhibitor has entered into an Agreement, in this case Stichting Sportevenementen Le Champion, having its registered office at Berenkoog 54, (1822 BZ) Alkmaar, the Netherlands (Chamber of Commerce registration number 41231693);
 - k. Agreement: the agreement concluded between the Exhibitor and the Organizer through offer and acceptance, relating to the rental of the Stand Space;
 - l. Parties: the Organizer and the Exhibitor;
 - m. RAI: RAI Amsterdam B.V., having its registered office at Europaplein 24, (1078 GZ) Amsterdam, the Netherlands (Chamber of Commerce registration number 92449174), or one of its affiliated companies;

- n. Stand Construction: the construction and furnishing of the Stand Space, including the installation of gas, water, drainage, electricity, telephone and other data communication connection at the Stand Space;
 - o. Stand Space: the exhibition area made available to the Exhibitor, expressed in square metres;
- 1.2 Terms expressed in the singular shall also include the plural and vice versa, insofar as the text requires.
 - 1.3 For the purposes of these General Terms and Conditions of Participation, 'in writing' also includes electronic communication by email.

2 Applicability and amendment

- 2.1 The Event Conditions apply to and form part of each Agreement and all related (legal) acts between the Organizer and the Exhibitor.
- 2.2 To the extent that the conditions and regulations of RAI applicable to this Agreement refer to or contain obligations of the Exhibitor towards RAI, the Exhibitor undertakes, in its legal relationship with the Organizer, to comply with such obligations in full and without limitation.
- 2.3 In the event of a conflict between provisions in the conditions and regulations applicable to the legal relationship between Parties, the following order of precedence shall apply, whereby the document listed first shall prevail over any document listed lower in the order of precedence:
 - i. the Agreement concluded between Parties;
 - ii. these General Terms and Conditions of Participation;
 - iii. the stand construction regulations of the Organizer applicable in addition to the General Terms and Conditions of Participation;
 - iv. the RAI Amsterdam Accommodation Regulations, including appendices.
- 2.4 Any deviations, additions, limitations and/or amendments to the Agreement and/or these General Terms and Conditions of Participation shall only be valid if agreed to in writing by a duly authorized representative of the Organizer.
- 2.5 If any provision of these General Terms and Conditions of Participation is declared void, voidable or otherwise unenforceable by a court of law, this shall not affect the validity of the remaining provisions of these General Terms and Conditions of Participation. The Organizer shall replace such provision with a new provision, taking into account as far as possible the purpose and intent of the annulled, void or unenforceable provision.
- 2.6 The Organizer is entitled to unilaterally amend these General Terms and Conditions of Participation. Such amendments shall enter into force on the date announced for their entry into force. Prior to the effective date, the Organizer shall provide the Exhibitor with the amended General Terms and Conditions of Participation, or shall otherwise inform the Exhibitor where these can be consulted. If no effective date has been communicated, the amendments shall become effective with respect to the Exhibitor as soon as the amendment has been communicated to or has otherwise become known to the Exhibitor (whichever occurs first).

3 Registration and payment

- 3.1 The Agreement is concluded when, following receipt of a fully completed Registration Form from the Exhibitor, the Organizer confirms the Exhibitor's registration by email.
- 3.2 The Organizer shall at all times be entitled to refuse the Exhibitor's registration or place the registration on a waiting list.
- 3.3 The Exhibitor shall not derive any rights from the preferred Stand Space indicated by the Exhibitor. The Organizer strives to assign a suitable location to each Exhibitor.
- 3.4 The Exhibitor owes the Rental Fee as stated in the confirmation email sent after registration. All amounts due by the Exhibitor are increased by VAT.
- 3.5 Payment of the Rental Fee shall be made within 14 days of the invoice date, unless a different payment due date is specified on the invoice.
- 3.6 The Rental Fee includes the rental of the Stand Space and any other goods or services agreed upon in writing with the Organizer.
- 3.7 The Organizer is entitled to apply payments made by the Exhibitor to the Organizer first towards any outstanding debts owed by the Exhibitor to the Organizer.

4 Construction, furnishing and demolition

- 4.1 After registration and written allocation of Stand Space, the Exhibitor will receive their personal username and password. These credentials enable the Exhibitor to log in to the RAI Exhibitor Portal and make use of the Exhibitor Services provided by RAI. By using the Exhibitor Services provided by RAI, the Exhibitor enters into a direct agreement with RAI or a third party, to which the Organizer is not a party.
- 4.2 The Exhibitor is obliged, when constructing, furnishing and dismantling the Stand Construction and when loading and unloading goods, to comply with the Event Conditions as part of the Agreement, as well as to follow any additional instructions from the Organizer or RAI. To the extent that the RAI Amsterdam Accommodation Regulations refer to or impose obligations on the Exhibitor towards RAI, the Exhibitor undertakes, in its legal relationship with the Organizer, to comply with the terms and regulations of RAI.
- 4.3 For the Stand Construction, the Exhibitor may choose from the following options:
 - Stand Construction based on a price per m² (using its own stand builder);
 - modular Stand Construction through partner I&G Events; or
 - modular Stand Construction through RAI.
- 4.4 The Exhibitor's Stand Construction shall not exceed the boundaries of the allocated Stand Space. The requirements applicable to the Stand Construction and stand furnishing are set out, among other things, in the Organizer's stand construction regulations, which supplement these General Terms and Conditions of Participation, and in the RAI Amsterdam Accommodation Regulations, including the appendices thereto.
- 4.5 The opening hours of the Convention Centre for visitors to the Event have been communicated to the Exhibitor in the Registration Form and are published in the RAI Exhibitor Portal.
- 4.6 The Exhibitor is required to construct and furnish the stand and other materials within the allocated Stand Space and at the times designated by the Organizer in the RAI Exhibitor Portal. If the Exhibitor fails to comply with these obligations, the Organizer reserves the right to deny the Exhibitor participation in the Event.

- 4.7 The Exhibitor is required to remove, dismantle and dispose of the stand and all other materials at the times designated by the Organizer in the RAI Exhibitor Portal. If the Exhibitor fails to comply with this obligation, the Organizer reserves the right to dismantle, remove and dispose of the stand at the Exhibitor's expense.
- 4.8 If the Exhibitor wishes to make use of an electricity connection, the Exhibitor shall be required to purchase the electricity infrastructure through partner I&G Events. By purchasing such services, the Exhibitor enters into a direct agreement with I&G Events, to which the Organizer is not a party. The daisy-chaining of electrical connections is not permitted.
- 4.9 If the Exhibitor wishes to make use of Wi-Fi, catering services or internet communication equipment, the Exhibitor is required to purchase these services through the RAI Exhibitor Services. The Exhibitor is not permitted to install its own internet communication equipment or to arrange its own Wi-Fi or catering services.
- 4.10 The Exhibitor is required at all times to comply with the safety and evacuation regulations of the Convention Centre in relation to the Stand Construction and, where necessary, to follow the instructions of the Organizer, RAI or the security personnel. These regulations are set out in the RAI Safe Working Handbook and form part of the RAI Amsterdam Accommodation Regulations.

5 Exhibition

- 5.1 The Exhibitor must use the allocated Stand Space exclusively for exhibition purposes.
- 5.2 The Exhibitor is not permitted to leave its stand unattended during the opening hours of the Convention Centre for visitors to the Event or to offer products other than, or an insufficient number of, the products for which the Exhibitor has registered.
- 5.3 The Exhibitor is not permitted to exhibit goods under the name of third parties within the allocated Stand Space or to display or distribute promotional materials of third parties.
- 5.4 The Exhibitor is not permitted to cause any nuisance or disturbance to the Organizer, RAI or third parties when using the Stand Space in the Convention Centre.
- 5.5 The Organizer reserves the right to implement additional health and/or safety measures at any time. For the purposes of the Event, the Exhibitor is required to comply with the instructions of the Organizer, RAI or the security personnel.

6 Non-compliance, suspension, dissolution and termination

- 6.1 If the Exhibitor fails to pay the Rental Fee or fails to pay it in full or on time, or if the agreed fee proves to be uncollectible for any reason, or if the Exhibitor fails to comply with any other obligation arising from the Agreement or the Event Conditions applicable to the Agreement, the Exhibitor shall be in default without any further notice of default being required. The Organizer is then entitled to immediately suspend its obligations under the Agreement or to terminate it in whole or in part with immediate effect and to rent out the designated Stand Space to third parties. In the event of termination, all amounts owed by the Exhibitor to the Organizer shall become immediately due and payable. In that case, the Organizer shall in no way be obliged to compensate for damages and costs incurred by the Exhibitor as a result thereof.
- 6.2 Each Party is entitled to terminate the Agreement with immediate effect without any obligation to pay any compensation or damages if:

- the other Party is declared bankrupt;
- a suspension of payments is granted to the other Party;
- the Dutch Debt Restructuring Scheme for Natural Persons Act (Wet schuldsanering natuurlijke personen) becomes applicable to the other Party.

7 Cancellation and force majeure

- 7.1 The Organizer reserves the right at all times, in the event of exceptional circumstances or force majeure, to change the stated dates and times of the Event or to cancel the Event. Special circumstances or force majeure shall be understood to include circumstances beyond the Organizer's control, including but not limited to: the failure of RAI to make the Stand Space available to the Organizer, circumstances under which the Organizer deems it irresponsible to hold the Platinum Label TCS Amsterdam Marathon and the Event due to weather conditions that make the organization or continuation of the Platinum Label TCS Amsterdam Marathon wholly or partially dangerous for participants or spectators, a pandemic and the related governmental measures or other governmental measures as a result of which the Organizer is unable to organize the Event, in whole or in part.
- 7.2 If the Organizer cancels the Event due to special circumstances or force majeure, the following shall apply with regard to the refund of the Rental Fee:
- The Exhibitor is not entitled to a refund or compensation for any costs incurred and/or damages suffered; and
 - The Organizer shall only refund other ordered goods and/or services to the extent that such goods and/or services were ordered directly from or contracted with the Organizer and the relevant order and services can be cancelled by the Organizer free of charge.
- 7.3 Changes regarding the Rental Period, the allocated Stand Space or the concept of the Event do not entitle the Exhibitor to cancel its registration, either in whole or in part. The Exhibitor's registration cannot be unilaterally withdrawn or modified by the Exhibitor.
- 7.4 If the Exhibitor is unable to participate in the Event for any reason whatsoever, the Rental Fee already paid shall not be refunded. Any other costs incurred by the Exhibitor in connection with the Agreement shall also not be refunded.
- 7.5 Any claim of force majeure or cancellation by a Party shall be notified to the other Party without delay and in writing.

8 Liability

- 8.1 Participation in the Event shall be entirely at the Exhibitor's own risk. The Organizer shall not be liable for any damage suffered by the Exhibitor as a result of its participation in the Event, unless such damage is directly caused by willful misconduct or gross negligence attributable to the Organizer. This exclusion of liability also applies to serious types of damage, such as all possible types of damage resulting from personal injury or death.
- 8.2 If, notwithstanding the provisions of the first paragraph of this article, the Organizer is held liable for damage suffered by the Exhibitor, the Organizer's obligation to compensate such damage shall be limited to the amount paid out by the Organizer's liability insurer in respect of such damage, provided that, in the event no insurance

coverage is available, the Organizer's liability is limited to a maximum amount of €5,000 (in words: five thousand euros) per Agreement.

- 8.3 The Organizer shall not be liable for any loss of, theft of or damage to the Exhibitor's property. This also applies to items left behind in the changing facilities made available by RAI.
- 8.4 The Organizer shall under no circumstances be liable for any indirect damages, including but not limited to damages due to delay, payroll and sickness-related costs, lost profits and missed opportunities, regardless of how such damages were caused.
- 8.5 The Exhibitor indemnifies the Organizer against all claims from third parties resulting from acts or omissions attributable to the Exhibitor and/or its subordinates during the Rental Period.
- 8.6 During the Rental Period, the Exhibitor shall be adequately insured against legal liability and against all risks arising from its obligations under the Agreement and the Event Conditions. The Exhibitor shall provide proof of such insurance upon the Organizer's first request.
- 8.7 As a condition for the Organizer to incur any liability, regardless of the legal basis of such liability, the Exhibitor shall notify the Organizer in writing of the grounds for such liability as soon as possible and no later than seven days after the occurrence of the alleged liability, or, alternatively, within seven days after the grounds for liability could reasonably have been discovered. Such notification shall clearly specify the grounds on which liability is claimed.

9 Intellectual property

- 9.1 Photography and filming will take place during the Event by or on behalf of the Organizer. The Organizer shall have the right to use, publish and make these visual materials publicly available for commercial purposes.
- 9.2 The Exhibitor grants the Organizer permission to take photographs and video recordings during the Event depicting the Exhibitor, the natural persons affiliated with the Exhibitor, and the items displayed by the Exhibitor. The Exhibitor further grants the Organizer the right to use, publish, and make such photographs and video recordings publicly available for commercial purposes, including, but not limited to, works protected under copyright law (including portrait rights) or other intellectual property rights.
- 9.3 Any photographs and video recordings made by or on behalf of the Organizer in connection with the Event shall be the property of the Organizer, regardless of whether such photographs and recordings have been made available to the Exhibitor or any third party.

10 Applicable law and disputes

- 10.1 The Agreement and all legal relationships that may arise between the Organizer on the one hand and the Exhibitor on the other hand, is governed exclusively by Dutch law.
- 10.2 Disputes arising from the Agreement or from any legal relationships arising therefrom shall be exclusively submitted to the competent court in Alkmaar.