



# **International Po Delta Birdwatching Fair**

**April 27th - 29th 2012**

**Comacchio (Fe) - Italy**

**Emilia-Romagna Po Delta Park**

**Exhibitors Secretariat:**  
**Publieventi,**  
Via Rondona 39  
44049 Vigarano Pieve (Fe)  
Ph. 0039 0532 715603  
Fax 0039 0532 715406  
[amministrazione@publieventi.it](mailto:amministrazione@publieventi.it)

## **APPLICATION FORM**

**PLEASE FILL IN THE FORM AND SEND IT BACK TO THE SECRETARIAT WITHIN MARCH 15TH 2012 TO 0039 (0) 0533 57674**

DATA EXHIBITOR (VALID FOR INVOICING)

Company:

Address:

Post Code:

City:

Province:

Phone:

Fax.:

Web Site:

Contact Mr.:

e-mail:

VAT number:

Tax Code:

Inclusion in the merchandise list (see list, Maximum 3 items)

☐☐☐

### **REQUESTED EXHIBITION AREA**

Requested surface (m)

Equal to

basic modules square m. 4x4

### **Partecipation price**

Square and Service	Price	Quantity	Taxable
Subscription fee	€ 100,00	1	€ 100,00
Fitted exhibition lot per square m.	€ 115,00		
Un-fitted exhibition lot per square m.	€ 95,00		
<b>TAXABLE TOTAL</b>		<b>VAT 21%</b>	<b>TOTAL</b>

The Basic module is square m. 16 (4x4). Subscription fee is € 100 plus VAT; the price includes security price, cleaning, advertising taxes, the inclusion in the list and in the guide map. The utilities and insurance are excluded from the price

Other requests: \_\_\_\_\_

Participation in side activities is still open (*please mark the section you are interested in*)

Special initiatives ☐ Lectures ☐ Promotion and Communication ☐ Sponsor ☐

#### PAYMENT TERMS

The applicant shall pay the deposit at the same time when he sends the application form (30% of Total)

The applicant shall pay the balance within March 15<sup>th</sup> 2012

Note. This application form will be valid only if accompanied by actual receipt / paid the deposit on time and in the manner set out in this form

The above-mentioned company pays the due total € \_\_\_\_\_

☐ by Bank cheque n° \_\_\_\_\_ of Bank \_\_\_\_\_

make out to Publieventi srl, via Ugo Tognazzi 1/B 44122, Ferrara

☐ By Bank Transfer make out to Publieventi srl, Cassa di Risparmio di Ferrara – Agenzia di Vigarano Mainarda; IBAN IT 47 Q 06155 67351 000000002552

Stamp and signature of legal representative

Date \_\_\_\_\_

The undersigned company commits itself to the participation in the INTERNATIONAL PO DELTA BIRDWATCHING FAIR 2012. We have read and understood the regulation and accept all its articles listed on the badge, including, tariffs, participation rules, concerning the exhibition and the fair sc., particularly those listed in the Technical Regulation of the Eve. and Various Forms, which are part of the GENERAL PARTICIPATION CONDITIONS. We specifically accept and agree with the provisions listed in the following articles of the general participation conditions: 1 - ADMISSION TO THE FAIR • 2 - PARTICIPATION IN THE EXHIBITION • 3 - SUBSCRIPTION FEE - PARTICIPATION TARIFFS - DEPOSIT • 4 - PAYMENT TERMS • 5 - ALLOCATION OF EXHIBITION LOTS • 6 - RIGHT OF WITHDRAWAL • 7 - ALLOCATION OF THE LOTS • 8 - SETTING UP • 9 - RETURNING THE LOTS • 11 - SECURITY AGAINST THEFTS - ACCOUNTABILITY - RELEASE FROM LIABILITY FOR PALAZZO BELLINI, THE EXHIBITORS SECRETARIAT • 12 - INSURANCE • 15 - PRINTED INFORMATION AND MAPS • 17 - SPECIFIC PROHIBITIONS - GENERAL PROHIBITION • 18 - POSTPONEMENT, REDUCTION OR SUSPENSION OF THE FAIR • 19 - GENERAL PROVISIONS - CHOICE OF DOMICILE - APPLICABLE LEGAL PROVISIONS - ITALIAN JURISDICTION AND COMPETENT COURT • 20 - RELATIONSHIP TO THE EXHIBITORS SECRETARIAT • 21 - USE OF PERSONAL DATA

*The undersigned company expressly authorises the use of data contained in this application in according with Legislative Decree 196/03.*

Stamp and signature of legal representative

Date \_\_\_\_\_

#### Art. 1 - ADMISSION TO THE FAIR

The following are admitted as exhibitors:

- a) Italian and foreign companies exhibiting their own products or services concerning the goods exhibited at the fair. If manufacturers do not participate their concessionaires and agents are admitted. The exhibition of products or services of one and the same company in more than one area of the same sector of goods is prohibited;
- b) professional associations, corporations and official institutions not included in the previous paragraphs carrying out activities of promotion, research and advertisement in the sectors relevant to the exhibition.

The Exhibitors Secretariat has the right to grant admission also to Companies, Corporations and Institutions not listed in the previous paragraphs and to exclude specific services, products or samples.

#### Art. 2 - PARTICIPATION IN THE EXHIBITION

The application for participation must be sent filling in and signing the relevant form. The application is irrevocable and implies the acceptance of the General Conditions - as well as the Technical Regulation of the Event and Various Forms and any other provision relevant to the organisation and functioning of the exhibition.

The applicant shall include any document requested at any moment to assess the compliance with the General Conditions. If the application is accepted a confirmation letter will be sent to the applicant, which will give him/her the right to exhibit at the fair. The applicant will then pay the rest of the fee as foreseen in the regulation (see art. 4).

Applications sent within 30 days from the inauguration of the exhibition will be answered at least 7 days before the inauguration. For applications sent after the above-mentioned date the acceptance letter will be sent per special post or fax or other adequate means the day before the inauguration.

The application and the rights and duties ensuing therefrom cannot be transferred to others.

The interruption of the activity on the part of the exhibitor will result in the immediate cancellation of the contract, after which the Organisers will keep the subscription and participation fees (except for the compensation for eventual direct or indirect damages).

The Organisers have the right to give the exhibiting lot to other exhibitors. Exhibitors, who have paid the subscription and participation fees on time, shall set up their stands in the allocated area and exhibit their products for the duration of the Fair. Failure to comply with the above-mentioned rules will result in a penalty equal to the subscription and participation fees.

#### Art. 3 - SUBSCRIPTION FEE - PARTICIPATION TARIFFS - DEPOSIT

Subscription fee Euro 100,00

Participation tariffs:

- Fitted exhibition lot Euro 115,00 per square m.
- Un-fitted exhibition lot Euro 95,00 per square m.

The above mentioned costs are subject to VAT.

Deposit. Applicants will send a deposit according to the following criteria:

- deposit for subscription fee Euro 100,00
- deposit for fitted exhibition area 30% of total per square m.

In the event of a rejection of the application the deposit will be refunded. If the application is rejected the deposit will be refunded. Bank transfer expenses will be covered by the exhibitor.

#### Art. 4 - PAYMENT TERMS

The applicant, upon receipt of the letter of acceptance, shall pay the amount due according to the contract within the terms of the invoice. Failure to pay will result in the cancellation of the contract with no need for a Judge to pronounce a breach of contract.

In this event the Exhibitors Secretariat can re-allocate the exhibition lot, and the breacher of the contract shall pay the full amount of the subscription fee and the participation fee and any amount foreseen in the contract, excluding the amounts already paid and any rightful compensation for damages.

#### Art. 5 - ALLOCATION OF EXHIBITION LOTS

The allocation of exhibition lots is exclusive responsibility of the Secretariat. Eventual indications or specific requests on the part of the exhibitor are not compulsory or binding and have no bearing on the application. Besides, the Exhibitors' Secretariat has the right to reduce or move the allotted lot with no compensation right on the part of the exhibitor.

#### Art. 6 - RIGHT OF WITHDRAWAL

Exhibitors in evident impossibility to participate in the exhibition can withdraw from the contract by sending a registered letter to the Organisers at least 45 days before the opening of the exhibition. He/she shall nevertheless pay the subscription fee and the deposit, unless there is the right to damage compensation.

In the event of the withdrawal letter being sent after 45 days from the beginning of the Exhibition the participant will have to pay the full participation fee and eventually compensate direct and indirect damages to the . In this event the Exhibitors' Secretariat can re-allocate the exhibiting lot. Failure to communicate the withdrawal and to set up the stand within the deadline envisaged in the Technical Regulation and Various Forms will be considered a breach of contract and the contracting party shall pay the full subscription and participation fees and reimburse direct and indirect damages to the organisers, who shall re-allocate the exhibiting lot to other exhibitors.

The Exhibitors' Secretariat has the right to withdraw from the contract at its own discretion within 15 days from the inauguration of the Fair. Moreover, for reasons pertaining the organisation of the event and its functioning, the Exhibitors Secretariat shall not pay any compensation, they shall however return the subscription and participation fees.

The application for participation without the deposit and the participation fee is nevertheless binding and the applicant shall pay the deposit and the participation fee pertaining the requested exhibition lot.

A notice of cancellation sent before the acceptance letter is issued by the Secretariat does not give the applicant the right to have the subscription fee reimbursed if already paid, nor is an exemption to the payment of the fee if not already paid if the notice is received 45 days before the beginning of the event, or the payment of the full amount if received after the above mentioned date, apart from further damages..

#### Art. 7 - ALLOCATION OF THE LOTS

The lots will be rendered available to the exhibitors according to the terms envisaged in the Technical Regulation and Various Forms. The Secretariat have the right to reduce the number of days or part of days during which the lot is available to the exhibitor. The reduction shall be communicated to the exhibitor by fax, telegram, letter or other adequate means within 7 days from the official opening of the exhibition.

With reference to the above-mentioned reductions the Exhibitors cannot ask for any compensation to the Exhibitors' Secretariat, or any third party. The above-mentioned reductions, in the listed terms, cannot be a reason to withdraw from the contract.

The setting up of exhibition lots shall be completed by the day before the inauguration of the Exhibition. Failure to comply with this provision can result in the cancellation of the contract according to the terms and following the conditions envisaged in art. 6.

#### Art. 8 - SETTING UP

The stands shall not exceed the surface of the allotted lot, as specified in the Technical Regulation of the Event and Various Forms and their height shall not exceed the height envisaged in the Technical Regulation. Any derogation from the above mentioned provisions shall be requested in advance with a letter to the Exhibitors' Secretariat, who shall issue a favourable, unquestionable binding opinion. The construction of accessible platforms exceeding 0,70 m. is prohibited. Non-set-up rented surface and the connected equipment shall be set up properly in compliance with safety rules. The Exhibitor shall acknowledge that the whole exhibition area and its pertaining areas are considered public entertainment premises and shall comply by all the provisions envisaged in the Technical Regulation of the Event and Various Forms. Failure to transmit the declarations and documentation envisaged in the Technical Regulation of the Event and Various Forms with reference to safety of electric plants and fire prevention to the Secretariat will result in the right for Exhibitors' Secretariat to close the stand and take the adequate measures to guarantee safety, with all the ensuing civil and penal liability on the part of the exhibitor. The Exhibitors' Secretariat has the right to have the setting up and plants modified if they do not comply with the provisions mentioned above.

Exhibitors shall be the sole responsible for the state of the setting up, the preparation of the equipment and any damage to people or objects belonging to the Municipality of Comacchio or third parties. Failure to comply with these provisions or any provision included in the Technical Regulation on the Event and Various Forms will give the Secretariat the right to take precautionary measures towards any company that does not abide by the fire safety measures. If such measures imply the integration of new fire-fighting devices the exhibitor shall to cover the ensuing costs of at least 300 euros for a 4 m. x 4 m module. The exhibitor can also be given notice to dismantle his/her stand, in part or as a whole, if it is declared unfit for use. Non-compliance with safety rules can be reported to the legal authorities.

#### Art. 9 - RETURNING THE LOTS

Only at the end of the event Exhibitors shall remove their products and materials and take

them out of the premises of Palazzo Bellini and its pertaining areas after the Exhibitors' Secretariat has issued the exit voucher. The exit voucher shall be issued after the Exhibitors have settled their debt with the organisation. The voucher is not a payment receipt for the amount due for the participation in the exhibition and is valid only for the vehicle indicated on the voucher itself. The lots shall be left within the date indicated in the Technical Regulation of the Event and Various Forms. Participants agree to give permission to the Exhibitors' Secretariat to check that the vehicle and the luggage of exhibitors abandoning the fairgrounds do not include products or material other than those set up in the stand and listed in the exit voucher. The Organisers have the right to prevent the exit of products and materials that are not included in the above mentioned list. The Exhibitors' Secretariat is not responsible for goods, material or other items left unguarded by the Exhibitors.

Failure to clear the lot by the deadline will result in an official removal of the materials left behind, which will be considered as waste material to be sent to public refuse disposal sites. The exhibitor shall refund any direct or indirect cost ensuing from the removal as well as a penalty of 300 euros and any damage.

#### Art. 10 - ACCESS TO THE EXHIBITION GROUNDS

The Exhibition is open to the public, institutions and the press according to the opening hours that shall be decided and possibly changed - even during the event - by the Exhibitors Secretariat. Exhibitors are fully responsible for the behaviour of their employees, staff members and operators working on the exhibition grounds. It is prohibited to promote or advertise offers or oblations for acknowledged institutions, to collect money, organise political or religious propaganda and carry out any activity that is not relevant to the purposes of the exhibition.

#### Art. 11 - SECURITY AGAINST THEFTS - LIABILITY FOR THEFTS AND DAMAGES - RELEASE FROM LIABILITY FOR THE EXHIBITORS' SECRETARIAT AND THE ORGANISERS

During opening hours exhibitors shall watch their stands directly or through their staff. The Exhibitor's Secretariat and the Organizers shall provide a general round the clock security service during the days of the event - including setting-up and removal days. The Exhibitors' Secretariat is released from liability for thefts and/or damages to Exhibitors. Exhibitors are also responsible towards the Exhibitors' Secretariat for damage caused by themselves or their staff - including damage to structures and equipment caused by themselves or third parties charged by the Exhibitors and accepted by the Secretariat.

#### Art. 12 - INSURANCE

Damage to exhibitors resulting from thefts, losses or wilful damage, including fires, explosions pipe or rain water, which should take place during the exhibition, even outside opening hours - including the days foreseen for setting up and removal - shall be covered solely by exhibitors. Exhibitors shall contract an adequate insurance policy at their own expenses, taking charge of eventual franchise and maximum sums insurable, as agreed with the insurer. The policy shall be valid for the entire stay of the exhibitor in the fairgrounds and its pertaining areas. It shall include an explicit renunciation on the part of the insurer to any action of recourse or compensation against liable third parties, the exhibitors' Secretariat. The exhibitor can be asked - also during the exhibition - to present a copy of the above-mentioned policy to the offices of the Secretariat. Civil liability for damage to third parties as a consequence of an event occurred during the Exhibition or that can be attributed to the Exhibitor shall be the Exhibitor's sole liability. As from now exhibitors guarantee and stand surety for the Secretariat with reference to any complaint, claim or request connected with damages caused to third parties as a consequence of an event occurred during the exhibition and that can be ascribed to the exhibitors.

#### Art. 13 - INTELLECTUAL PROPERTY

Both exhibited products and goods and the stands cannot be photographed or reproduced without the authorisation of the exhibitors and the Exhibitors' Secretariat. The Secretariat has the right to film, reproduce and disseminate, as well as to authorise the filming and reproduction of general views and details, as well as to authorise or perform their sale.

#### Art. 14 - TECHNICAL SUPPLIES AND UTILITIES

Upon request of the exhibitors and in compliance with the provisions listed in the Technical Regulation of the Event and Various Forms, the Exhibitors' Secretariat will supply electric energy for illumination only. The Exhibitors' Secretariat has the right to let out on contract, activate and give exclusive rights for services useful to the participants, and set the rules for use. Exhibitors agree that services - both directly managed by the Exhibitors' Secretariat and let out to contractors - will be supplied regularly, and release the Exhibitors' Secretariat, as well as contractors and concessionaires of the services, FROM LIABILITY FOR ANY IRREGULARITY IN THE SUPPLY OF THE SERVICE. The right to connect to the general electric network and a flat-rate consumption up to 2 kW, and the secretariat rights will be invoiced.

#### Art. 15 - PRINTED MATERIAL AND MAPS

The Exhibitors' Secretariat shall distribute material - including summaries and abstracts - reporting the information included in application forms received at least 15 days before the beginning of the event regarding exhibitors and/or exhibited services and products using the means and techniques - printed material or other - they deem appropriate. They shall not however bear any responsibility for any mistake or omission. This does not affect the right of the Exhibitors' Secretariat to change the allotted lots.

#### Art. 16 - ADVERTISING FOR PAYMENT

Any form of advertising and promotion outside the allotted area shall be carried out through the Exhibitors Secretariat on payment of the relevant costs and taxes

#### Art. 17 - SPECIAL PROHIBITIONS - GENERAL PROHIBITION

Exhibitors shall not:

- leave their lots before the end of the exhibition;
- transfer their lots - in part or as a whole; advertise their products outside their lots on the exhibition grounds. The distribution of promotional material - leaflets, fliers and the like - is prohibited also outside the fairground within 500 m. from the entrance. Advertising material can be distributed only within the exhibitor's allotted area;
- exhibit products that are not in line with the goods exhibited in the stand as stated on the application form;
- exhibit posters or samples of companies that are not listed in the application form;

organise entertainment events of any kind even within the exhibition lot or to the sole purpose of advertising the exhibited products without the consent of the Exhibitors' Secretariat. Technical prohibitions ensuing from safety, hygiene and environmental measures for people and objects as well as prohibitions aimed at preventing the violation of any property listed in the Technical Regulation of the Event and Various Forms are integral part of this regulation. Therefore the exhibitors shall abide by them. In general, exhibitors shall not act in any way against the purposes of the exhibition or in any way that can affect its regular functioning. Failure to comply with any of the prohibitions above will result in the immediate cancellation of the contract through a letter sent to the exhibitor at his/her lot.

#### Art. 18 - POSTPONEMENT, REDUCTION OR SUSPENSION OF THE EXHIBITION

The Exhibitors' Secretariat has the unquestionable and discretion right to change the dates of the exhibition. This does not result in the exhibitors' right to recede from the contract or any commitment ensuing therefrom. Moreover, the Exhibitors' Secretariat can reduce or cancel the exhibition in part or as a whole. This would not imply any right to compensation or damages. In this event, the Exhibitors' Secretariat shall inform the exhibitors of the changes by letter, telegram or fax or any other suitable means at least 15 days before the opening date, except for acts of God, in which case the deadline is the opening day of the exhibition with no penalty for co-organisers and the Operational Secretariat.

#### Art. 19 - GENERAL PROVISIONS- CHOICE OF DOMICILE - APPLICABLE LEGAL RULES - ITALIAN JURISDICTION AND COMPETENT COURT

Exhibitors shall abide by any rule issued by public authorities for security, fire and accident prevention for premises open to the public.

Exhibitors and third parties working on their behalf in the exhibition area and on its pertaining areas shall employ independent or dependent staff with contracts in line with the regulation in force - for insurance, fiscal and other purposes.

The relationship between the Exhibitors' Secretariat, the Exhibitors and any third party is ruled by the Italian Law

#### Art. 20 - RELATIONSHIP TO THE ORGANIZERS

Exhibitors agree that the Exhibition will take place at the Municipality of Comacchio and shall comply with the regulations issued by its administration. The rights of the exhibitors can be claimed only to the Exhibitors' Secretariat. On the contrary, the behaviour of the exhibitor is intended towards the Municipality of Comacchio and the Exhibitors Secretariat, which will have the right - in the event of non compliance with any of the above mentioned rules or National law - to intervene directly also through their staff working on the exhibition grounds

#### Art. 21 - USE OF PERSONAL DATA

Participants agree that their personal data reported in the application form and other forms can be used by the Exhibitors' Secretariat to pursue their official purposes and any other activity connected with or complementary to - the exchange of goods and services. Personal data can be used and transmitted to third parties also outside the National territory for any initiative linked with or resulting from the exhibition, or any initiative aimed at fostering the exchange of goods and services that are the object of the exhibition. Personal data can therefore be transmitted any third party operating in the fair sector - associations, consortia, external databases, market research, etc.

Participants have the right to have the cancellation or the anonymous use of data in non -compliance with the law, as well as the amendment or integration of data. They also have the right - for legitimate reasons - to oppose the use of personal data through a letter to be sent to the Exhibitors' secretariat by registered mail. Providing personal data is not mandatory - apart from specific regulations. In case of refusal on the part of the applicant the Exhibitors Secretariat has the right to reject the application.

NOTE: by Exhibitors Secretariat it is meant Publieventi L.t.d. Based at Via Ugo Tognazzi 1/B Ferrara