



RULES & REGULATIONS

CHINA NATIONAL CONVENTION CENTER

Organiser:

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Definitions

In these rules and regulations, except where otherwise stated or context requires:

The Exhibition means TopWine China 2014.

The Exhibitor means any company, firm or person who has made an application for and who has been allocated space in the Exhibition or any agent, representative or employee of the Exhibitor.

The Organiser(s) means BV Industrial Promotions International (I.P.I.), The Netherlands.

CNCC refers to China National Convention Center in Beijing.

EXHIBITION SPACE

a) Space allocation:

All applications for stands will be handled according to their order of receipt. The Organisers reserve the right to determine in every respect the allocation of the stands. The Organisers shall also be entitled for any reason which in their opinion is in the general interest of the Exhibition, to vary the general layout of the situation and area of any particular space even if already allocated.

b) Stand space:

All applications for stands will be handled according to their order of receipt. The Organisers reserve the right to determine in every respect the allocation of the stands. The Organisers shall also be entitled for any reason which in their opinion is in the general interest of the Exhibition, to vary the general layout of the situation and area of any particular space even if already allocated.

c) Occupancy:

A stand may only be occupied by the Exhibitor to whom it has been allocated and by his accredited agents as approved by the Organisers. No Exhibitor may sub-let his space or any part thereof. Nor may he permit any non-exhibiting firm or its agents or representatives to use for any purpose whatsoever any space allocated to the Exhibitor. An allocated space must be adequately occupied by the Exhibitor to whom it is allotted. The Organisers reserve the right to take over and clear at the Exhibitor's expense the stand fittings and exhibits from the whole or any part of a space which they regard as being unsuitable or inadequately occupied. Any payment made or due in respect of such space will be forfeited and the expense of filling the space will be payable by the Exhibitor.

d) Co-exhibitor

Main exhibitors who contract for exhibit space may elect to allow co-exhibitors into their booth. There is a US\$ 150 fee per listed co-exhibiting company.

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). The exhibitor is responsible for ensuring that his co-exhibitors comply with the Rules & Regulations, the Technical Guidelines as well as the general instructions of the Organisers.

The main exhibitor is liable for the debts and negligence of his co-exhibitors. If co-exhibitors make direct use of services granted by the Organisers, the Organiser is entitled to invoice the main exhibitor for these services. He is jointly and severally liable.

e) Terms of payment:

The terms as stated on the space contract must be complied with in every respect. Interest at a rate of 8% per annum is due on any amount not paid within the given days. All invoiced amounts are due net.

f) Cancellations:

An Exhibitor will not be at liberty to cancel or withdraw his application for space once it has been allotted.

If an Exhibitor notifies the Organisers in advance that owing to unforeseen circumstances he is unable to occupy the space allotted to him, this will not relieve him of the already agreed upon financial commitments as stated in his space contract. However, should the Organisers succeed in reletting any such vacated space, they may, at their discretion, relieve the Exhibitor of part of his responsibility for payment for the space.

g) Default by the Exhibitor:

If an Exhibitor fails to pay any sum due to the Organisers or contravenes or fails to comply with these Rules and Regulations, the Organisers reserve the right to revoke his allotment of space and prohibit his participation at the Exhibition. Such action by the Organisers shall not prejudice any other remedy which they shall have against the Exhibitor nor reduce the amount paid or owing by him.

The Organisers reserve the right for themselves to assign or transfer to any third-party the benefit or burden of any space contract made between the Organiser and the Exhibitor.

EXHIBITION STANDS

a) Labour:

The Organisers cannot maintain a pool of labour on site for the handling of goods and properties. Exhibitors should therefore make prior arrangements for this service with the official lifting contractor or your forwarding agent or stand fitting contractor. On no account should Exhibitors employ any casual labour offered in the exhibition halls, neither should any payment be made to labour or staff to secure preferential treatment.

Any instance of an employee soliciting money for services rendered should be reported immediately to the Organisers.

In the interest of the Exhibition as a whole, which must be the primary concern at all times, the decision of the Organisers on any dispute concerning labour being employed, must be taken as final.

b) Build up and dismantling:

A complete schedule for the delivery, erection, installation and dismantling of stands and exhibits is given in the Exhibitors' Manual.

Any stand contractor must get special work passes issued by the official stand contractor (Pico) before working in the Exhibition Hall of CNCC.

c) Design and construction of stands:

SPACE PLUS WALK ON PACKAGE

These stands which will be supplied by the Organisers, will be in accordance with the specifications given in the Exhibitor's Manual. The conditions governing all additional construction work are similar to 'space only' sites. Additional stand fittings or exhibits may not exceed the height of the shell stand structure of 2.50 m unless prior written approval is obtained from the Organisers.

SPACE ONLY SITES

Exhibitors must make their own arrangements for stand design and construction for which they have freedom of design and choice of a qualified and experienced stand fitting contractor, which is accredited by the CNCC. You can obtain the list of the accredited contractors from the Organisers. Exhibitors must submit the name of their stand contractor to the Organisers 21 days prior to the Exhibition including a copy of an insurance policy and receipt for the premium.

All stands on space only sites will be subject to the written approval of the Organisers. **Detailed plans, including a specification of all materials to be used, should therefore be submitted to the Organisers not later than 6 weeks prior to the Exhibition.**

The overall height of exhibits and stand fittings including cladding of columns must not exceed 5 m from the floor level.

Stand contractors must strictly comply with the Beijing Security Management Rules of Large Social Activities, Construction Safety Regulations of the Exhibition Hall, and Implementation Rules of the Construction Safety Regulations and other relevant rules and regulations, obey the management and inspection of CNCC and ensure the safety of stands and personnel.

Where exhibitors are sharing island sites and have common walls with other Exhibitors, these walls should be 2.50 m high to avoid discrepancies. Exhibitors are encouraged to get in touch with their neighbours in any case where problems may arise. If it is necessary for stands to differ from 2.50 m in height with common walls then the Exhibitors using the non-standard height will be responsible for cladding and decoration and ensuring that the wall is finished to the satisfaction of the neighbouring Exhibitor and the Organisers.

To each open side of the stand a stand number panel must be displayed.

TWO-STOREY STANDS

Permission for the construction of two-storey stands must be obtained from the Organisers and can only be considered if the application is made at least 2 months before the start of the exhibition. Any request must be submitted to the relevant authorities for final approval (See above). The Organisers accept no responsibility in the event of the authority's failure to approve exhibitors' plans.

If the second floor area exceeds 50 sq.m there should be two upright staircases.

The total height of the structure must not exceed 5 metres. The second floor area is restricted to 30% of the contracted ground floor space. The actual area constructed on the second floor will be charged at 25% of the space only rate.

The second (upper) level cannot have a ceiling and is for meeting space only. Any equipment on the second level is NOT allowed.

ALL STANDS

No part of any stand, including exhibits, name boards, signs, corner posts or billings shall overhang any gangway.

Long runs of walling should be avoided along open perimeters of stands. The approval of the Organisers must be obtained for large enclosed areas within a stand.

No bolts, nails, tacks, screws, pins, adhesives or devices of any nature likely to deface or damage the Exhibition Hall's walls, ceiling, floors, doors, paint, pipes, columns, fittings and furniture whatsoever shall be used on any part of the Exhibition Hall of CNCC.

No sign will be allowed to be hung from the roof of the premises without prior written consent from the Organisers. If an exhibitor gets permission to hang a banner made of inflammable materials from the ceiling frame, the load of each hanging point can reach 400 kg.

Individual stand lighting for the purpose of unit exhibits can be arranged by the Exhibitor but only in such a way that will not cause discomfort to visitors and adjacent Exhibitors and should be approved by the Organisers.

During stand construction, flame generating work such as electric and gas welding is not allowed. It is also strictly prohibited to use materials with peculiar smell and hazardous gas and carry out work that produces excessive noise on site.

Exhibitors must make their stand fitting contractors responsible for confirming the accuracy of the marking out of their boundaries. The Organisers reserve the right to affix direction signs on any stand in any position.

For a single storey booth, only 50% of the ground floor space can have a ceiling.

d) Stand cleaning:

It is the responsibility of the Exhibitor to maintain his stand in a clean condition at all times.

Basic stand cleaning (vacuuming carpets, and emptying waste paper baskets) is included in the cost for space with walk-on package. Locked interior areas cannot be cleaned. The cleaning of walls and exhibits will remain the Exhibitor's responsibility, as will any special services that may be required such as the removal of bulk rubbish and the collection of machine waste material.

The Organisers reserve the right to charge Exhibitors for the disposal of excess waste.

e) Fire precautions:

All materials used for building, decorating or covering of stands must be of non-inflammable material. Exhibitors must comply with any instructions given by the relevant authorities in order to avoid any risk of fire. Use of any kind of ceiling is restricted and has to be approved.

Each Exhibitor will be responsible to ensure that his staff is conversant with the use of fire-extinguishers and is aware of the positions of the fire-alarms, exits and fire-extinguishers within CNCC.

Each space only booth must have its own fire-extinguishers. For every 30 sq.m one; for every 50 sq.m two. This will be checked by the local fire authorities.

f) General on-site services:

The supply of light, power and stand cleaning facilities as well as lifting and on-site handling services can only be obtained through the appointed contractors. Order forms for these services are included in the Exhibitors' Manual.

For 'shipping and forwarding' of your wines from all over the world to China you can use a shipping and forwarding contractor of your own choice. In our Exhibitors' Manual we just recommend a company as being experienced in exhibition work and handling of wine shipments.

All electric installations on stands must comply with the regulations and requirements currently in force of the relevant authorities and the additional regulations issued by CNCC.

The Organisers reserve the right to disconnect the electrical supply to any installation which, in their opinion or the opinion of the Electrical Contractor, is dangerous or likely to cause annoyance to visitors or other Exhibitors.

g) Empty packing and crates:

No empty crates, cartons or boxes, shavings or other packing materials shall be stored on or under, or behind any stand or other structures, but must be removed when the unpacking has been completed. It is the responsibility of the Exhibitors and their contractors to see that this is done.

EXHIBITS

a) Exhibits permitted:

Exhibitors may only display exhibits manufactured by themselves or by an associated or subsidiary company for which they are the accredited agents or distributors. Exhibitors may not display any exhibits in addition to or in place of those listed on the application form, except with the express permission of the Organisers. The Organisers reserve the right to refuse and if necessary remove at the Exhibitor's expense any exhibit which they may regard as unsuitable, or for which there is insufficient accommodation, or which is in the opinion of the Organisers or CNCC likely to be dangerous or detrimental to the fabric of the premises.

b) Weight of exhibits:

Any exhibit weighing more than 3.50 metric ton per square metre shall not be admitted within the Exhibition Hall of CNCC.

c) Display of exhibits:

All exhibits must be on view at all times that the Exhibition is open to visitors. The Organisers reserve the right to remove the cover of any exhibit not uncovered during this period and shall not be responsible for any loss or damage caused in doing so.

There must be a competent representative of the Exhibitor in charge of exhibits at all times that the Exhibition is open to visitors.

d) Display and advertising features:

Exhibitors may display advertising material, distribute circulars or other material only on their own stands, except by arrangement with the Organisers.

The Organisers reserve the right to determine the acceptable sound level for working exhibits, audio visual displays and/or musical accompaniment in the event of complaints from other Exhibitors.

Audio is permitted if tuned to conversational level (75dB max) and if not objectionable to neighbouring exhibitors. Sound will be checked with a decibel meter. In principle the use of devices for mechanical, reproduction of sound is prohibited during exhibition hours. Music, whether mechanical, vocal or instrumental, is prohibited except in connection with motion picture projection.

The Organisers reserve the right to prohibit as unsuitable or as annoying to visitors or other Exhibitors, any display feature or advertising material or any sales method or demonstration.

e) Cinematograph:

Cinematograph, video tapes and photographic slides cannot be used without the permission of the relevant authorities. Further information on this subject is given in the Exhibitors Manual (transport section).

f) Exhibits in motion:

Exhibitors may not operate or put in motion any exhibits without prior written permission from the Organisers. Machinery in motion must be guarded to the satisfaction of the Organisers, the authorities and CNCC.

The Organisers reserve the right to prohibit the operation of machinery and of demonstrations which, in their opinion are causing or may cause annoyance or danger to other Exhibitors or to visitors.

Written permission from the Organisers is required for exhibits or demonstrations which are likely to emit dust, fumes or strong odours and a method of extraction may be required to be installed at the Exhibitor's expense.

Guidance and approval should be obtained from the Organisers when exhibits contain motor spirit, oils, calcium, acetylene gas apparatus or other combustible or inflammable material; when they are portable lamps: or have compressed air, gases, liquids or other substances under compression.

g) Dangerous materials:

Explosives or highly inflammable and all other dangerous or harmful substances are prohibited from the Exhibition. These goods can only be exhibited in the form of imitations and on condition that they contain no inflammable matter.

h) Mislabelling and product safety

Mislabelling and product safety is high on China's list of problems to be concerned with. If labelling and the actual products themselves deceive customers and trick them into believing something about a product that is not true, then the Organisers will take immediate action and inform the relevant public authorities.

EXHIBITOR'S INSURANCE

a) Third party claims:

The Exhibitor is responsible for all personal injury or damage to property arising in connection with the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, subcontractor, servant, agent, licensee or invitee of his or the act, omission or neglect of any such person or by any such person or by any exhibit, machinery or other article or thing of the Exhibitor or in the possession of or use of the Exhibitor or any servant or agent of his. The Exhibitor will indemnify the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurances in respect of all such claims.

b) Exhibitor's Staff and Exhibits at the Exhibition:

The Organisers shall not be responsible in any way for the personal injury to the Exhibitor or his servants, invitees or licensees howsoever caused nor for the loss of or damage to exhibits or to other property of the Exhibitor, his servants, agents, invitees or licensees howsoever caused. The Exhibitor must take out adequate insurances in respect of all such claims.

c) General:

Each Exhibitor exhibits entirely at his own risk and must insure himself to cover the aforementioned conditions. Such cover may be effected through the Organisers insurance brokers and the Organisers reserve the right to request a copy of any such policy of insurance.

POSTPONEMENT AND ABANDONMENT

If the Exhibition is abandoned in whole or part by reason of war, fire, national emergency, labour dispute, strike, lockout, civil disturbances, inevitable accident, the non-availability of the Exhibition premises, or any other cause not within the control of the Organisers, the Organisers may at their entire discretion repay the rental paid by the Exhibitor or part thereof, but shall be under no obligation to repay the whole or part of such rental, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such events.

Should the exhibition be cancelled by any other reason, all paid deposits will be returned to the Exhibitors. In such event the Organisers shall not be liable to compensate any further claims howsoever arising.

Exhibitors are advised to insure against costs and losses which they may incur in the event of the Exhibition being abandoned, cancelled or suspended in whole or part for causes not within the Organisers' control, since the Organisers accept no liability in such an eventuality.

Dilapidations

No Exhibitor may alter or interfere with the structure of the exhibition premises without the written consent of the Organisers and CNCC.

Any damage which may have been done or caused by the Exhibitor or his agents or contractors to the Exhibition premises or to any fixtures or property belonging to the Organisers or CNCC or their agents, shall immediately be made good at the Exhibitor's expense to the entire satisfaction of the Organisers and CNCC.

No nails, adhesives thumb tacks and such like materials shall be used on any part of the premises without the prior approval of the Organiser and if such approval is granted the Exhibitor shall be responsible and liable for any damage arising out of such use.

GENERAL

a) Admission to the Exhibition:

Exhibitors must obtain from the Organisers the necessary passes to admit their executives, representatives, workmen and contractors during the installation, exhibition and dismantling periods.

Any person bringing goods into or removing goods from the Exhibition premises shall be in possession of evidence of his authority for doing so.

The Organisers reserve the right to refuse to admit or to expel any person at any time notwithstanding that person's possession of an official pass or ticket.

b) Contractors:

While it is not the intention of the Organisers to restrict unnecessarily the Exhibitor's choice of contractors, it will be appreciated that, in the interests of both efficiency and security, some limitations are desirable. For certain tasks (see f. General Services) specific contractors have been nominated by the Organisers and no other may be used, but where no such sole appointment has been made it is recommended that as far as possible, Exhibitors should make use of the contractors named in the manual.

Should it be wished, for special reasons, to use a contractor not recommended in the Exhibitors' Manual, it is the responsibility of the Exhibitor to ensure the bona fide nature of that contractor and his suitability for work in exhibitions, particularly with regard to the use of the appropriate labour.

The Organisers reserve the right to refuse admission to the Exhibition premises to any contractor or subcontractor not previously approved by them.

Any contract entered into between Exhibitor and contractor does not in any way form part of the contract between the Exhibitors and the Organisers and responsibility will not be accepted by the Organisers for any dispute or difference between Exhibitor and contractor in any way whatsoever, and Exhibitors shall be responsible for all payments due to the contractor.

c) No smoking:

Smoking is not allowed within any of the exhibit halls, meeting rooms or public lobby areas.

d) Animals

No reptile, fish, bird or live animal shall be allowed in CNCC, except as an approved exhibit, or used in conjunction with an activity or performance provided always that the Organiser has shown to the satisfaction of CNCC that proper precautions will have to be taken for their care, control and restraint and obtained the prior written approval of CNCC.

e) Catering:

Food and beverage supply within CNCC will be the exclusive right of CNCC's appointed caterer(s). No outside food and beverage will be allowed in CNCC, except your own wine for tasting purposes.

Exhibitors are not allowed to sell food and drink for consumption on the premises.

f) Security:

Although security will be provided for the overall protection of the Exhibition, Exhibitors are entirely responsible for the security of any goods or personal belongings brought to the Exhibition.

g) Right of access:

An Exhibitor's occupancy of a site does not preclude the right of access on the site by representatives of the Organisers, CNCC or any other competent authority to execute works, repairs, alterations and for other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

h) Copyrights and Patents:

The Organisers will not be liable for any loss or damage the Exhibitor may sustain in respect of the infringement of any of his copyrights or patents arising out of his participation in the Exhibition.

i) Conduct:

Each Exhibitor shall assume responsibility for the good behaviour during the entire Exhibition period, including the installation and dismantling periods, of his own and his agents', or contractors' employees or workmen, and of visitors while on the Exhibitor's allotted stand space.

APPLICATION OF RULES AND REGULATIONS

Each Exhibitor is bound in all respects by these Rules and Regulations. The Organisers reserve the right to waive, add to or alter any of these Rules and Regulations in the interest of the Exhibition either generally or in any particular case.

Should any question arise whether provided for in these Rules and Regulations or not, the Exhibitor agrees to accept the decision of the Organisers as final.