

# General conditions for participants 2021

## Definitions

The following definitions are used in these General Conditions:

Definition	Abbreviation	Meaning
Distribution point		Booth adjacent to the test track and serving as a distribution point for bicycles on the test track.
E-bike Challenge:	<b>EBC</b>	Event for people interested in the purchase of an electric bicycle.
<b>EVENT</b>	<b>EVENT</b>	The event including EBC and HBX
Organizer:		Hicle Inc. from Julian, California, USA
Hike and Bike Xperience	<b>HBX</b>	Accompanying event of the EBC for people interested in: <ul style="list-style-type: none"> <li>- cycling activities and tourism; and/or</li> <li>- local and state-wide outdoor tourism</li> </ul>
Participant(s)		Legal and natural persons that have entered into an agreement with Organizer for the hiring of exhibition space during an EVENT by submitting a registration form that has been accepted by the Organizer.
Personal booth		Booth built by and subsequently used by the Participant during an EVENT.
Standard booth		Booth built on behalf of the Organizer and subsequently made available to a Participant for use during an event.
Visitor(s)		People visiting the EVENT.

## 1. Participants

Participants of the EBC must be companies, institutions or organizations that:

**1.1** produce, supply or import electric bicycles, related articles, or accessories for electric bicycles.

**1.2** provide specific information, instruction, or publications on products mentioned in 1.1.

Participants of the HBX must be organizations, institutions, companies or persons that:

**1.3** provide information, products or facilities concerning hiking and/or cycling tourism and recreation

**1.4** organize hiking and/or cycling activities

**1.5** provide or sell information about outdoor tourism in Minnesota

**1.6** are considered by the Organizer as fitting into the scope of the fair.

## 2. Location and time

The EVENT will take place on Saturday the 27<sup>th</sup> and Sunday the 28<sup>th</sup> of March 2021 at the Minneapolis Convention Center in Minneapolis.

## 3. Opening hours

Visitors: The EVENT is open to visitors on both days from 10:00 am to 05:00 pm.

Participants: Admission Saturday 08:00 am to 06:00 pm, Sunday 08:00 am to 11 pm, and during the period for building up and dismantling of the booths.

## 4. Building up and dismantling

Exhibitors building their own personal booths can do so on the Friday prior to the fair from 08:00 am onwards.

Exhibitors opting for our standard booths can fit out their booths on the Friday prior to the fair from 12:00 pm onwards.

The construction of the booth must be ready by Friday at 09:00 pm, unless otherwise agreed with the organizer. After this time the organizer is entitled to place, at the expense of the exhibitor, at least a back wall and to lay carpet. The interior of the booth can be finalized after this time.

Dismantling of the booths starts on Sunday after 05:30 pm. From 07:00 pm. vehicles may enter the exhibition halls and the actual breaking down of the booths can start. At midnight the halls have to be handed over empty. If participants use standard booth building, the booth has to be cleared out completely before Sunday 07:00 pm. Dismantling of personal booths must have started before 09:00 pm. After this time, the organizer is entitled to dismantle the booth in question.

Dismantling of all booths must take place at the prescribed times. The organizer publishes all information on the website for exhibitors. If a booth is not dismantled, or left in the original condition, in time, the participant will be liable to pay the extra costs.

During the construction and dismantling safety rules apply. The wearing of safety shoes and hardhats are mandatory at the times indicated. Basically this is prior to Friday 12:00 pm and after Sunday 07:00 pm.

## **5. Booth and design**

**5.1** A booth is at least 10 feet deep. The surface is at least 100 square feet.

**5.2** Participants should explicitly take into account the character and atmosphere, which the organizer of the EBC has in mind, which includes a pop-up tent and carpeting at the very least. The use of audio and other audio-visual equipment must be limited in such a manner that other booths are not hindered in their regular presentations. The Organizer will be the final judge of this.

**5.3** Materials brought into the hired booth should not exceed the available space. The bicycles Participants' use for testing that are not in use must always be placed in their booth. Participants must at all times follow the instructions given by, or on behalf of the Organizer. In addition, participants must comply with the fair buildings' own rules, which can be found on the website of the organizer. Back walls must be placed at least 3 feet from the aisles. Maximum height of booths is 12 feet, provided that there is space to build that high. The organizer can allow exceptions to this building height. A written request to allow this should reach the organizer two months before the Fair at the latest. If this request is submitted too late or not at all, any loss suffered or any booth adaptation required will be at the participant's own risk and costs. The organizer will mark the Fair booth building with alphanumeric characters on the booths to indicate the location in the hall. The outside finish of the booth visible to the visitors should be complete.

**5.4** The design of Personal booths must comply with the character and atmosphere of the EVENT the organizer has in mind and indicated, and must be submitted to the organizer two months before the Fair at the latest. Constructional designs will be submitted to the department of the government responsible for structures and buildings. No objects may be attached to the ceiling or the roof of the building.

**5.5** After use, participants must leave the Standard booth they have hired in the same condition it was at time of hiring, to the satisfaction and judgement of the Organizer. If the booth is not returned in its original condition after use, or goods or other items have been left behind, the Organizer can have the booth repaired or the materials removed at the Participant's cost.

**5.6** During the opening hours of the EVENT, the booth must be fully equipped and manned.

**5.7** The Organizer reserves the right to allocate booths to Participants in accordance with his own views. Participants cannot derive rights from arrangements or maps sent to them in the planning stage. The Organizer can change the arrangement of the booths at any time.

**5.8** Participants are not allowed to provide in whatever way, catering for the Visitors without explicit permission of the Organizer.

## **6. Technical provisions**

For the provision of electrical and water supplies in a booth, a request must be submitted via the exhibitors kit using the appropriate form and procedure, and sent to the company sub-contracted to do this work by the Organizer. This company will provide the requested supplies. Participants are not allowed to make their own provisions or facilities, nor to extend or change the provisions supplied. Participants are obliged to follow the rules given on the website. As such, the Participant will enter into a direct agreement with the supplier of electric and water. The Organizer is not liable and cannot be held liable for any and all costs and/or damages resulting from such agreement and/or the supply of electric and/or water.

## 7. Payment

**7.1** Participants must pay the full rental costs of the booth within 21 days after receipt of the invoice. If the invoice date is less than 21 days before start of the EVENT, then at the latest on the Wednesday before the show date. The invoice will be sent to the Participant on receipt of its signed registration form, but not before November 1<sup>st</sup>, 2020.

**7.2** If the payment is not made when due, the Participant forfeits the right to take part in the EVENT whereby the rental costs remain due.

**7.3** Provisions requested after submission of the registration form will be invoiced later. These must be paid also within 21 days.

## 8. Cancellation

A Participant can only cancel its registration by sending a written cancellation to the Organizer by registered mail. The date of the postmark will be taken as the cancellation date. Cancellation costs due are:

- when canceled within 14 days after receipt of the invoice, but at the latest 28 days before the booths will be erected, this is February 28<sup>th</sup>, 2021: 50% of the total amount plus taxes.
- when cancelled between 28 and 14 days before the booths will be erected, this is between February 28<sup>th</sup> and March 14<sup>th</sup> 2021: 75% of the total amount plus taxes.
- when cancelled after this date, March 14<sup>th</sup> 2021: 100% of the total amount plus taxes.

## 9. Liability

**9.1** EACH AND EVERY PARTICIPANT SHALL BE LIABLE FOR AND SHALL INDEMNIFY AND HOLD HARMLESS THE ORGANIZER AND OTHER PARTICIPANTS AGAINST:

A) ANY AND ALL DAMAGES, PAYMENTS, LOSSES, COSTS, EXPENSES AND/OR LIABILITIES CAUSED DIRECTLY OR INDIRECTLY BY THE PARTICIPANT HOWSOEVER CAUSED;

B) ANY AND ALL DAMAGE SUSTAINED BY ORGANIZER OR ANY THIRD PARTY SUCH AS BUT NOT LIMITED TO MATERIAL DAMAGES TO THE BOOTH AND/OR THE EVENT LOCATION AS WELL AS ANY AND ALL INJURY OR DEATH OF ORGANIZER'S AND/OR OTHER PARTICIPANT'S PERSONNEL, VISITORS AND/OR ANY THIRD PARTY HOW SO EVER CAUSED;

C) ANY AND ALL DAMAGES, CLAIMS, LOSSES, EXPENSES, COSTS (INCLUDING LEGAL FEES) AND/OR LIABILITIES AS A CONSEQUENCE OF AN (ASSERTED) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OF THIRD PARTIES.

**9.2** THE ORGANIZER SHALL ONLY BE LIABLE FOR DAMAGES, PAYMENTS, LOSSES, COSTS, EXPENSES AND LIABILITIES INCURRED BY THE PARTICIPANT AS A RESULT OF A GROSS NEGLIGENT OR WILFUL BREACH BY THE ORGANIZER OF ITS CONTRACTUAL OBLIGATIONS. ANY AND ALL LIABILITY OF THE ORGANIZER WHETHER IN CONTRACT, TORT, AT LAW OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT INVOICED BY THE ORGANIZER TO THE PARTICIPANT. IN NO EVENT SHALL THE ORGANIZER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR TURNOVER, DOWNTIME COSTS OR PUNITIVE DAMAGES. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY APPLY NOT ONLY IN CONTRACT BUT ALSO IN TORT OR OTHERWISE AT LAW AND SHALL APPLY NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY ELSEWHERE IN THESE GENERAL CONDITIONS.

## 10. Insurance

Each Participant must have sufficient insurance coverage to cover for its liability including but not limited to:

- a) Third Party (public liability) Insurance for the duration of the EVENT, including the periods of time needed for building up and dismantling of the booths.
- b) Commercial General Liability, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability and Broad Form Property Damage.
- c) Business Automobile Liability Insurance, including leased, non-owned and hired vehicles. Combined with Bodily Injury and Property Damage.
- d) Workers Compensation Insurance in an amount as required by applicable law.

## **11. Selling**

Products, services and promotional material can only be offered to Visitors within the borders of the rented booth. The selling of e-bikes by the participant to a Visitor, regardless of their status, in return for immediate or virtually immediate release of the bought product during the EVENT opening is allowed up to a certain extent. If the above-mentioned conditions are not met, the Organizer has the right to take adequate measures.

## **12. Dissolution and default**

**12.1** In the event of complete or partial non-compliance with the above, the organizer has, after having given a verbal warning, the right to terminate the agreement with immediate effect. This will then result in an exclusion of the Participant from the EVENT with no rights to restitution of (part of) the rent or any other compensation. The Organizer also has the right to ban the Participant from future events.

**12.2** When a Participant is engaged in (promoting) other activities than those stated in the registration form, the Organizer has the right to remove the products or services concerned, if not the participant, from the EVENT. The Participant has no right to restitution of (part of) the rent or any other compensation.

## **13. Cancellation EVENT**

**13.1** At all times the organizer has, due to special circumstances, the right to decide that the EVENT or parts of it, will be cancelled, or will continue at another location or time.

**13.2** Should the above occur, the Organizer cannot be held liable by the Participant for any damages, unless the Organizer acted in a manner of wilful misconduct or gross negligence.

**13.3** If the EVENT is cancelled or held in another location, the Participant has the right to observe or renounce the agreement.

**13.4** Should circumstances of the kind mentioned in 13.1 occur, the rent minus a proportionate part of the costs incurred by the Organizer will be returned to the Participant. If a Participant has not yet paid the rent, it will be with due regard to the above.

**13.5** Participants have no right to postpone payments.

## **14. General**

**14.1** The Organizer decides whether a potential participant will be accepted to an EVENT.

**14.2** This agreement is subject to Minnesota law.

**14.3** The general conditions of participants are explicitly excluded from any agreement between Organizer and Participant.

## **15. Privacy**

**15.1** The Participant will be requested to provide data when using certain services such as purchasing tickets, taking part in lectures and using online functionalities. The Organizer will store and handle all such data in accordance with the applicable privacy laws and obligations. When providing such data the Participant acknowledges and consents to the use by the Organizer of such data for the provision of offers and further information with respect to other activities and services. Such data will not be used by or provided to third parties.

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