



Exhibitor's Application Form and Agreement

2021 World Rowing Masters Regatta Linz/Ottensheim

Between: The Organising Committee of the 2021 World Rowing Masters Regatta

of Linz/

(the "**Organisers**");

and

..... [Company name]

of [address & registration number]

(the "Exhibitor")

1. Exhibitor's information (to be completed by the Exhibitor on application)

Company name	
Description company activities	
Contact with initials and title	
Responsibility of contact	
Business address (including post code)	
Country	
Telephone (office)	
Telephone (mobile)	
E-mail	
VAT number	
Company's URL	
List of *products to be displayed/sold at Exhibitor's stand. * Please refer to point 5 in the Conditions of Participation	



2. Invoice information

To be completed if different from above.

Company name	
Contact with initials and title	
Address (including post code)	
Telephone	
E-mail	
VAT number	

3. World Rowing Masters Regatta – Exhibitors’ Area information

Fascia board: Exhibitor’s company name. (whether or not to be printed by Organisers)	
Description of Exhibitor’s Activities	
Extra power facilities required? (maximum power available: 1,5 kw) * the Organisers will grant/deny extra power facilities required once all exhibitors’ extra power requests have been received and considered by the Organisers	<input type="checkbox"/> No <input type="checkbox"/> Yes



4. Stand at 2021 World Rowing Masters Regatta (Please place a X in the appropriate box)

Dimensions of Stand	<input type="checkbox"/> 5m x 5 m = € 800 + Tax		<input type="checkbox"/> Larger spaces will be available on request at the discretion of the General Manager of the Organising Committee (at a cost of € 25 + IVA for each additional square meter)
Vehicles used for storage or other vehicles (for example van, cars trailers, ...)	<input type="checkbox"/> No <input type="checkbox"/> Yes	If Exhibitor placed a X on Yes, please specify: <input type="checkbox"/> (type of vehicles) <input type="checkbox"/> (size of vehicles) <input type="checkbox"/> (position of vehicle in relation to the stand)	

5. Payment conditions

The above cost for the Exhibitor's stand, plus the amount of any additional taxes which may become applicable (together the "Due Amount"), shall (subject to receipt by the Exhibitor of the appropriate invoice) be paid to the Organisers by the 30. July 2021 ("Due date"). In the case that the Organisers have not received the Due Amount in cleared funds by the Due Date, Organisers reserve the right to terminate this Agreement and exclude the Exhibitor from exhibiting at the Event. At the same time, this Agreement shall be sent to the following e-mail address.



Signatures

For and on behalf of the Organisers

.....

Name

Position

Place: **Date:** **Signature**

I, the undersigned, acting as legal representative of Exhibitor, confirm that the Exhibitor shall comply with all the provisions set out in this Application Form and its accompanying Conditions of Participation (together, the "Agreement"), in order to that we may participate as an exhibitor at the Event.

For and on behalf of the Exhibitor

.....

Name and company position of Exhibitor's authorised representative

Place: **Date:** **Signature**



CONDITIONS OF PARTICIPATION

1. Venue and dates of the Event

Venue: 2021 World Rowing Masters Regatta, Regattastr. 1, 4100 Ottensheim, Austria

Dates: 01.09.-05.09.2021

2. Opening hours of the Exhibition area:

The opening hours during the Event are shown below.

The Exhibitor shall communicate arrival and departures dates (arrival by 13:00 hrs 29th August; departure from 1-3 hours after the last race on 05th September)

.....
.....

Exhibitor has the right to apply its own opening hours - within the following opening hours.

Date/month /year	Opening hours Venue	Opening hours Exhibitor From/To
29 th August – 04 th September	- from 08:00 to 20:00hrs -	

3. Uniform lay-out of Exhibitors' Stands

The Event Exhibition will uniform stands provided by the Organisers only. Own stands are not allowed.

Electricity will be supplied free of charge by the Organisers via a temporary control panel, consisting of: CEE 10-16A – 220-250v sockets for industrial use.

In the event of the Exhibitor will make use of extra power facilities (not specified in this Agreement), the Organisers will stop power supply on behalf of the Exhibitor.

Exhibitors are requested to ensure they have industrial plugs: IP67 2P+T 230v 16A; and an extension lead suitable for outdoor use of at least 15 meters in order to connect to the electricity supply.

In the event that the Exhibitor does not have industrial plugs or extension lead suitable for outdoor use, the Organisers will provide, to rent, plugs and extension leads at a cost of 50 €.

Exhibitors' area will provide with Internet Free WiFi. The Organisers will communicate log-in informations at the arrival to the venue.

4. Advertising and products

Exhibitor shall not sell/exhibit any goods or services other than those described hereabove at and during the Event. In applying for an exhibition space at the Event the vendor hereby confirms compliance with the Organising Committee's policy that it shall only exhibit/sell/give-away those products that have been specifically-approved for such purpose (in writing) by the Organisers and that it shall not design, produce or sell or give-away, any merchandise or other items which feature any of the Marks of the World Rowing Federation (the international governing body of the sport of



rowing) and/or the Mark and/or the official name of the Event or which are otherwise or could be connected with the Event or intended to be similar in their design and appearance such that the public might be confused as to whether they are connected thereto.

For the avoidance of doubt, the following are some examples of what would NOT be permissible:

1. products bearing the name of the venue/town/area/country where the Event is held and/or the year; any of which could suggest that the products are related to the Event.
2. "give aways" of any products in numbers or design which could be considered by the Organisers to have the potential to undermine the sale of the Event's Official Licensed Merchandising range.
3. products such as T-shirts, hats, sunvisors or other give-aways like buttons, pins, pens etc, which are decorated with (for example) national oar blades, thus to suggest they are part of a licensed range for an international regatta.

Where required Exhibitors should apply in their country of origin for a carnet ata "Temporary admission" customs document for the temporary export and import of goods.

5. Catering

Because the Organisers have appointed an official caterer to provide food/drink at the Event, the Exhibitor is prohibited from supplying any catering goods from its stand to its customers or "passers-by" (unless its products approved products are in the food/drink category(ies) and have already been approved by the Organisers).

6. Safety and insurance

The Event area will be secured by a security company (appointed by the Organisers) at night during the Event. However, Exhibitor accepts full responsibility for its own stock and belongings, and confirms that it has/shall have in place for the duration of the Event its own insurance in respect of theft & damage of/to the Exhibitor's own products etc., on its own stand, as well as for third party public liability in respect of any public liability in direct connection thereto.

7. Construction period at Event Venue

The Exhibitor shall have access to the location at the Venue as agreed by the Organisers from Sunday 29th August 2021 by 13:00 hrs for the purpose of dressing and stocking Exhibitor's stand.

8. Deconstruction period at Event Venue

The Exhibitor shall have access to the location for up to 3 hours after the Event's conclusion to dismantle and remove all stock and belongings brought to the Venue by Exhibitors. The Exhibitor shall leave the location of its stand clean of trash and substantially in the condition it was before Exhibitor occupied it.



10. Supplying stands

Unless the Organisers have given their express permission for any other times, Exhibitor shall only be permitted to re-stock its stand before 08:00 on each Event day.

11. Advertising and products

11.1 Exhibitor shall not sell/exhibit any goods or services at and during the Event other than those described under point 3 of Part 1 (Exhibitors' product information) of the Exhibitor's Application Form and which have been approved by the Organisers.

11.2 FISA, the International Rowing Federation, has authorised a limited number of licensees ("FISA Licensees"), to have the exclusive, non-transferable licence to manufacture, market, distribute and sell licensed products ("**Licensed Products**") bearing the FISA Marks (or any of them) throughout their respective licensed territories and to use said FISA Marks on advertising materials related thereto within their licensed territories.

Therefore, it is not permissible for any Exhibitor to use any of the official Marks of FISA which include the Event Logo and/or the Event Name, nor is it permissible to create any combination, variation or adaptation thereof; and the Exhibitor shall not design, produce or sell or give-away any merchandise or other items which feature any of the Marks and/or variations of the Marks, the Event name or the official Event Logo. This includes any kind of garments, e.g. shirts, unisuits, pants, caps, as well as other merchandising items, e.g. bottles, key-rings, mugs, bags. Some examples of some products that are not acceptable are shown in Appendix 1.

If Exhibitor wishes to give away any items, these must be declared and prior-approved by the Organisers.

In applying for an exhibition space at the Event the Exhibitor hereby confirms its full compliance with the Organising Committee's policy and in case Exhibitor is sharing the stand with a third party, the Organiser's written approval must be obtained and that third party shall also be legally bound by the provisions of this Agreement and the following policy:

- a. Exhibitor shall only exhibit/sell/give-away products that have been specifically-approved for such purpose (in writing) by the Organisers;
- b. Exhibitor shall not design, produce or sell or give-away, any merchandise or other items which feature any of the Marks of the World Rowing Federation (the international governing body of the sport of rowing) and/or the Mark and/or the official name of the Event or which are otherwise or could be connected with the Event or intended to be similar in their design and appearance such that the public might be confused as to whether they are connected thereto.



For the avoidance of doubt, and without limitation, the following are some examples of what would not be permitted:

- i. products bearing the name of the venue and/or town and/or area and/or country where the Event is held and/or the year of the Event; any of which could suggest that the products are related to the Event (see Appendix 1);
- ii. products such as T-shirts, hats, sunvisors or other give-aways like buttons, pins, pens etc, which are decorated with (for example) multiple national oar blades or rowing pictograms or a reference to an international regatta or anything which could reasonably suggest they are part of a licensed range for the Event; and
- iii. wording such as : “Rowing in [country and/or venue] 2021”, or “[country and/or venue], or Rowing 2021” etc (whether in English or any other language – including "home language").
- iv. "give aways" of any products in numbers or design which could be considered by the Organisers to have the potential to undermine the sale of the Event’s Official Licensed Merchandising range.

12. Conduct during the Event

Exhibitors undertake to not play any loud music, noise, or use sound amplification devices at the exhibition location.

13. Application to exhibit at the Event

In order to subscribe to exhibit at the Event, this application form must be completed and handed to the participant, needs to be filled out.

14. Cancellation by the participant

Once the Agreement is in place it cannot be unilaterally revoked or modified by the Exhibitor. If the Exhibitor wishes to cancel the Agreement (for any reason other than force majeure), a written request should be sent by registered mail to the Organisers. The following cancellation fees will be charged by the Organisers in order to permit the Exhibitor’s request for cancellation of this Agreement:

- a) If Exhibitor requests to cancel this Agreement more than one month before the first day of the Event, then 50% of the Due Amount shall remain payable to the Organisers (or shall be refunded to the Exhibitor if the Organisers have already received the Due Amount; or
- b) If Exhibitor requests to cancel this Agreement within one month before the first day of the Event, then 100% of the Due Amount shall remain payable to the Organisers; and if the Organisers have already received payment of the Due Amount, the Exhibitor shall not be entitled to any refund thereof.



15. Cancellation of the Event

If, due to force majeure, the Event cannot take place in its entirety and is cancelled and not replaced, the Exhibitors shall be entitled to receive a refund of the amount that has been received by the Organisers from the Exhibitor, less deductible and reasonably incurred and non-refundable costs incurred by the Organisers in direct connection with the Exhibitor's stand for the Event.

16. Force majeure

Force Majeure means, (in relation to either the Organisers or the Exhibitor) any extraordinary circumstances beyond its reasonable control, such as, for example, serious fire, storm, and/or flood, earthquake, explosion, acts of a public enemy, war, insurrection, terrorist act or threat of terrorist act, etc., but for the avoidance of doubt does not include either the Organisers or Exhibitor being unable to fulfil their/its obligations under this Agreement as a result of a lack of funds or being or becoming insolvent.

17. Indemnity

Exhibitor hereby agrees to indemnify and hold harmless the Organisers as well as FISA the International Rowing Federation against any damages or claims that may arise in connection with Exhibitor's presence at the Event and Exhibitor's activities of any kind.

18. Disputes

This Agreement shall be governed by and construed in accordance with Italian Law.

19. Entire Agreement and no amendments

This Agreement which shall be of legal effect, sets out the entire agreement between the parties in relation to their subject matter and supersedes any previous agreement(s) between the parties in relation thereto. It may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each party.

