

BERNEXPO AG General Terms and Conditions

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A. SCOPE, CONCLUSION OF CONTRACT, EVENT GUIDE

1. Scope: general

- 1.1 The following General Terms and Conditions apply to all customers (lessees, event organisers, exhibitors including co-exhibitors, booth builders, suppliers and visitors) of trade fairs, exhibitions and other events (events) organised by BERNEXPO AG, Bern (BERNEXPO). The customer and BERNEXPO are also individually a party and collectively the parties.
- 1.2 Substantive scope
These General Terms and Conditions apply to participation at trade fairs, exhibitions and events with accompanying exhibitions held in BERNEXPO's own or rented halls, as well as to presentations on BERNEXPO's digital platforms.
- 1.3 The following are integral parts of these General Terms and Conditions, unless expressly excluded by contract:
 - 1.3.1 The BERNEXPO General Regulations
 - 1.3.2 The BERNEXPO Technical Guidelines
 - 1.3.3 Terms and conditions of participation specific to the event in question
 - 1.3.4 The BERNEXPO House Rules
 - 1.3.5 The BERNEXPO Parking Regulations
 - 1.3.6 The BERNEXPO Data Protection Policy
 - 1.3.7 The BERNEXPO data protection provisions
 The current version of each of the aforementioned integral parts can be accessed directly at www.bernexpo.ch/legal.
- 1.4 At guest exhibitions, i.e. trade fairs that take place on the BERNEXPO premises but for which BERNEXPO is not the organiser, these General Terms and Conditions apply only to the legal relationships between BERNEXPO and the guest organiser and not to the customers of the guest organiser. However, the guest organiser must ensure at all times that its customers observe the provisions of these General Terms and Conditions and those of the integral parts. The guest organiser is liable for breaches of these General Terms and Conditions or their integral parts by customers of the guest organiser to the same extent as if it had committed the breach itself.
- 1.5 Where the parties make arrangements in the contract concluded between them that deviate from these General Terms and Conditions and/or the integral parts, the contractual agreements always take precedence. Such deviations through contractual agreement include, in particular, use options on platforms, insofar as they consist of modalities or functions that are not provided for in these General Terms and Conditions or partially conflict with them.

- 1.6 In the event of substantive deviations between these General Terms and Conditions and other terms and conditions, the provisions of the other terms and conditions take precedence as special regulations.
- 1.7 Temporal scope
BERNEXPO is entitled to modify these General Terms and Conditions and/or integral parts for factual reasons (in particular due to statutory, regulatory, technical or economic changes). Changes will be communicated to the customer in an appropriate manner, e.g. by e-mail, by message via a platform or by posting the new General Terms and Conditions on the platform concerned. Unless expressly specified otherwise, changes take effect immediately. If changes lead to significant disadvantages for the customer, especially additional costs, they will first take effect after a reasonable notice period (at least three months). In this case, the customer has an extraordinary right of termination as of the date of entry into effect. Controlling in each case is the German-language version of the general terms and conditions of participation that are in effect at the time of registration for participation in an event, subject to mandatory statutory or official changes to those terms and conditions.

2. Scope: legal relationships between exhibitors and customers

- 2.1 These General Terms and Conditions do not apply to relationships between exhibitors and customers, unless reference is explicitly made to them. Such relationships are exclusively governed by the agreements made between the exhibitor and the customer. This applies particularly, but not exclusively, to competitions, contests and their terms and conditions.

3. Acknowledgement of the terms and conditions of participation

- 3.1 By registering, in writing or online, the customer acknowledges and accepts the General Terms and Conditions as well as the additional legal, technical and commercial conditions contained therein. The customer shall inform and instruct the persons employed by them, the co-exhibitors/additional participants registered by them and their other agents accordingly. The customer shall ensure that these individuals comply with these General Terms and Conditions and is liable for their conduct within the scope of statutory provisions.

4. Conclusion of contract/registration

- 4.1 The contract is concluded by means of the customer's order and its acceptance by BERNEXPO or by means of the mutual expression of intent by both parties.
- 4.2 The customer offers to conclude a contract by filling in and submitting an order form provided by BERNEXPO. By submitting the order, the customer gives their binding consent to these General Terms and Conditions.
- 4.3 BERNEXPO can confirm receipt of the order by means of an order confirmation sent by e-mail. The order confirmation serves as proof of the contents of the contract. The contract is deemed concluded

upon acceptance of the order by BERNEXPO, unless another time for the commencement of the contract is expressly specified in the order confirmation.

- 4.4 If age restrictions or other conditions of admission are placed on an event (e.g. for specialist trade fairs), the contract is concluded only if the person using the ticket meets these conditions.
- 4.5 Co-exhibitors/additional participants mean people, companies or organisations that are included in the exhibition of an exhibitor/participant in any form, including addresses, exhibits, brochures, a physical or digital presence or in any other form whatsoever. If an exhibitor/participant intends to allow co-exhibitors/additional participants to participate at its exhibition, the exhibitor/participant must register such co-exhibitors/additional participants via online registration. After receipt of the login data, the co-exhibitors/additional participants will be able to log in for the duration of the registration period. BERNEXPO has the final say over whether such co-exhibitors/additional participants will be permitted. In all other respects, the rights and obligations of the co-exhibitors/additional participants are based on the terms and conditions of participation specific to the trade fair in question. Each co-exhibitor/additional participant must pay a surcharge pursuant to the terms and conditions of participation specific to the trade fair in question.
- 4.6 Binding nature of registration
Registration is binding until the booth/participation confirmation is sent by event management. In the case of a hybrid or digital event, the confirmation of participation is considered controlling. If registration is withdrawn beforehand, a cancellation fee will be charged in accordance with the terms and conditions of participation specific to the trade fair in question. When online registration is used, the exhibitor/participant will receive an automatically generated confirmation e-mail. This merely serves as technical verification that the online registration form has been sent. It does not constitute a booth/participation confirmation. The rental agreement between the exhibitor/participant and event management becomes legally binding when event management sends the booth/participation confirmation. If the contents of the confirmation deviate from the contents of the registration form submitted by the exhibitor/participant, the contract will be concluded pursuant to the contents of the confirmation. In this case, registration can be withdrawn in writing within two weeks of receipt of the confirmation. A cancellation fee will be charged if registration is withdrawn, provided such a fee is specified in the terms and conditions of participation specific to the trade fair in question. Requests for specific placement of the exhibition will be accommodated when possible. However, the inability to accommodate special requests or a different placement of the exhibition does not give rise to a right to withdraw registration.
- 4.7 Permission
Event management has the sole and final say over whether participation is permitted. Such decisions do not need to be justified. Event management is authorised to revoke permission to participate if such permission was granted on the basis of false or incomplete conditions or information or if the conditions for participation are subsequently no

longer met.

Exhibitors/participants have no claims to reimbursement of any payments that may have been made already. Moreover, they must compensate BERNEXPO for any expenses the latter has incurred.

- 4.8 Exhibition materials
The exhibition materials must be described precisely in the registration form (where required), including brands, where applicable, and in particular, brand names, etc. In particular, the registration form must indicate the type of article and how it will be used. Event management has the sole and final say as to whether the exhibition materials may be used.
- 4.9 Exclusion of exhibition materials and exhibitors
Unregistered or unauthorised exhibition materials may not be exhibited. Event management is authorised to instruct the exhibitor to remove such materials from the booth or the exhibition premises and, after providing a warning that goes unheeded, eject the exhibitor from the exhibition premises. In general, exhibition materials may not be changed for the entire duration of the exhibition. Exceptions may be authorised by event management if prior notice is submitted. Event management is authorised to take all measures it deems necessary to ensure an orderly exhibition. Those who do not follow the instructions of event management may, after being provided with a warning that goes unheeded, be excluded from participating in an event. If an exhibitor does not meet its payment obligations in a timely manner, event management may, after providing a warning that goes unheeded, refuse access to the premises, immediately have the booth cleared at the exhibitor's expense and exercise its right of retention and keep the exhibition materials and the booth equipment and, after providing prior written notice, store them at the customer's expense or sell them. Event management is authorised to carry out the measures to enforce its instructions, after providing a warning that goes unheeded, at the expense and risk of the exhibitor in default or to have them carried out by a third party. The party concerned and third parties have no entitlement to compensation.
- 4.10 Subleasing/exchange of booth locations
The allocated booth location may not be exchanged with another exhibitor without the consent of event management. Subleasing the booth is not permitted.

5. Booth equipment, set-up and dismantling, design/support

- 5.1 Halls and space assignment
Event management expressly reserves the right to change booth locations, even after invoicing.
- 5.2 Booth design
Subject to the provisions set out in the BERNEXPO General Regulations and Technical Guidelines, the design of the booths is the exhibitor's concern. In addition, statutory and official regulations must be observed and complied with. The booths must be modified to fit in with the overall look and overall plan of the respective event.
- 5.3 Booth equipment
All desired booth equipment must be ordered exclusively via the Online Service Center (OSC) for service bookings. If additional forms are necessary, these will be provided by the OSC. A sketch showing

the placement of the equipment being ordered must be included with these orders, otherwise they will be placed at the discretion of event management. Work cannot be carried out without a corresponding order.

- 5.4 Booth opening hours
Exhibitors are obliged to exhibit their goods during the official opening hours of the exhibition and to keep booths staffed at all times.
- 5.5 Booth dismantling
The booth location must be left in the same condition as it was found. The exhibitor is responsible for any damage, changes and waste material. No liability will be assumed for exhibition materials that are not removed in a timely manner. Storage fees may be charged for exhibition materials that are not removed in a timely manner.

6. List of exhibitors, publications, Event Guide

- 6.1 The exhibitor/participant agrees that event management generally publishes one list of exhibitors per event. In individual cases, the exhibitor/participant may be listed in other publications as well, along with their services and products. By signing the registration form, the exhibitor/participant consents to the use of the registration information that they provide in this context. Event management has the sole right to publish a trade fair catalogue, irrespective of the publication medium. The exhibitor/participant undertakes to provide their information truthfully and in full. Event management accepts no liability for the accuracy and completeness of the exhibitor's/participant's information or for any errors or omissions in the publications.
- 6.2 The exhibitor/participant has the option to create a user account for all BERNEXPO events (Event Guide). A user account is required for access to digital events (or the digital section of hybrid events).
- 6.3 The data provided by the exhibitor/participant during registration can be changed by the customer at any time in their account.
- 6.4 The extent to which Event Guide collects and processes personal and other data is explained in the BERNEXPO Data Protection Policy, which can be found here: www.bernexpo.ch/legal.
- 6.5 The exhibitor/participant is responsible for their own use of the Event Guide and does so at their own risk. The user account is personal, and the customer must ensure that only they are in possession of their login credentials. The disclosure of login credentials for the purpose of providing access by someone other than the registered person is prohibited.
- 6.6 BERNEXPO reserves the right to exclude a customer from using Event Guide, either wholly or partially, at any time and at its sole discretion, particularly (but not exclusively) for the following reasons:
 - 6.6.1 Uploading or use of content and information without authorisation
 - 6.6.2 Infringement of rights of BERNEXPO or third parties, particularly data protection rights, copyrights, trademark rights and/or other intellectual property rights

- 6.6.3 Violation of laws, e.g. by performing illegal acts
- 6.6.4 Disturbance caused by actions that violate common decency (verbal abuse, insults, stalking, harassment, pornographic content, etc.)
- 6.6.5 Use of tools or carrying out of actions that impair or jeopardise the functionality or integrity of Event Guide (e.g. excessive system load due to extensive data traffic, system attacks, exploitation of system errors or system vulnerabilities, use of unapproved or malicious software or other content, etc.)
- 6.6.6 Carrying out promotional activities without appropriate authorisation (i.e. beyond the capacity as exhibitor)
- 6.6.7 Provision of false identity information, (suspected) identity theft, etc.
- 6.6.8 Every user is entitled and requested to report breaches to BERNEXPO

B. TICKETS AND VOUCHERS

7. Validity of tickets

- 7.1 Certain BERNEXPO events qualify as specialist trade fairs. Only trade visitors have access to specialist trade fairs. The respective access rules and trade visitor definitions can be found on the BERNEXPO website for the respective event. A trade visitor means an event visitor who attends an event for professional or business reasons. Trade visitors must act in the exercise of their commercial or independent professional activity when ordering tickets. By placing the order, the customer confirms in a binding manner that they meet the criteria of a trade visitor, where this is required. BERNEXPO is entitled to check trade visitor status in an appropriate manner and to deny access to persons who do not meet the required trade visitor criteria; claims of the customer of any kind are excluded, including claims for reimbursement of the ticket costs or other claims for damages.
- 7.2 The ticket is issued for a specific person and is non-transferable. It is valid only in conjunction with a valid ID. However, BERNEXPO is not required to carry out systematic identity checks. If the event takes place at least partially on the exhibition premises, the following rules also apply:
 - 7.2.1 Day tickets expire when the holder leaves the event premises.
 - 7.2.2 BERNEXPO is entitled to deny entry to the exhibition premises or to individual exhibition halls for important reasons, particularly in the event of especially dangerous situations, or to demand and enforce immediate evacuation.

8. Transfer/resale of tickets

- 8.1 Tickets are sold exclusively for use by the customer. Where a ticket is not issued to a specific person, BERNEXPO permits its non-commercial assignment. The commercial assignment of tickets (whether free of charge or for compensation) to third parties is not permitted, unless expressly agreed otherwise.
- 8.2 In the case of tickets not issued for a specific person, the customer is in particular not allowed
 - 8.2.1 to offer them publicly for sale or any other paid transfer;
 - 8.2.2 to offer them at a price higher than the paid price;
 - 8.2.3 in the case of specialist trade fairs, to give them

to persons who do not meet the required trade visitor criteria;

8.2.4 to give them to persons who do not meet the general access requirements for an event (e.g. minors at events with age restrictions).

8.3 In the case of an impermissible transfer of tickets, BERNEXPO is particularly entitled, at its freely exercised discretion, to (i) block the tickets concerned and deny the ticket holder access to the event without compensation and/or (ii) henceforth refrain from offering the customer any more services (especially the purchase of tickets) for a limited or unlimited time.

9. Promotional codes

9.1 Event exhibitors can provide discounts on tickets or free tickets to persons of their choice using a voucher code (promotional code).

9.2 When the promotional code is redeemed, the customer enters into a contractual relationship with BERNEXPO just like any other customer. The provisions of these General Terms and Conditions apply to the ticket.

9.3 By redeeming a promotional code, the customer also agrees that their data (name, address, e-mail address) will be transmitted to the respective exhibitor, and that the exhibitor may use these data for analysis and advertising purposes (contacting, newsletters, etc.). The exhibitor is the direct controller in terms of its own processing of the customer's personal data, and any data protection enquiries in this respect are to be addressed to the exhibitor directly and not to BERNEXPO. If the customer does not agree with the described personal data processing, they can purchase a ticket without using the promotional code.

9.4 The exhibitor is required to transparently disclose their identity and the further data processing by the exhibitor to persons who receive the promotional code. Where technically feasible, BERNEXPO will point out that data will be transferred when the promotional code is redeemed, but in no case is it liable to the customer for the actions or conduct of the exhibitor.

C. GENERAL PROVISIONS

10. Catering

10.1 Restaurant operations are handled by BERNEXPO and its catering partner, 24/7 Catering & Events. No third-party catering is permitted on the premises. The full range of F&B documents can be found at www.bernexpo.ch/downloads.

11. Acceptance of services and defects

11.1 The customer must give written notice of visible defects immediately, but not later than 15 days after receiving the service, and of latent defects immediately after their discovery. Receipt of the notice by BERNEXPO is decisive in each case. Absent timely notice of the defect, claims for defects are excluded.

11.2 If a notice of defect is unjustified, BERNEXPO is entitled to have the incurred expenses reimbursed by the customer.

11.3 The customer may not refuse to accept deliveries due to minor defects.

12. Prices and costs, terms of payment

12.1 In accordance with the trade fair website valid at the time of the order, prices are calculated based on this ordering platform (MVP). Prices are exclusive of VAT. If no special agreement is made, prices are understood to be EXW Bern (Incoterms 2020).

12.2 Unless otherwise agreed in writing, payment in Swiss francs (CHF) must be made directly at the time of ordering (in the case of online tickets), upon delivery (in the case of physical tickets) or, in all other cases, within 30 days of the invoice date without any deductions. However, BERNEXPO may also make its services dependent on concurrent payment (e.g. by cash on delivery or bank debit) or on advance payment.

12.3 The customer's obligation to pay is first fulfilled when the amount is credited to BERNEXPO's postal or bank account (value date).

12.4 BERNEXPO is entitled to offset payments against the oldest claim due.

12.5 If the payment deadline is exceeded, the customer is in default without a reminder. If the customer is in payment default, all claims arising from the business relationship with the customer become immediately due for payment. A deferral or the acceptance of bills of exchange or cheques does not exclude this right.

12.6 Payment default or other changes in the customer's circumstances that jeopardise the payment of BERNEXPO claims entitle it to

12.6.1 withdraw from the contract at any time and to discontinue its contractual services or demand them back from the customer;

12.6.2 immediately assert all existing claims against the customer, regardless of their due date, or to demand securities for the claims;

12.6.3 provide services still outstanding only against advance payment, regardless of the agreements made for them; and/or

12.6.4 demand compensation of damages from the customer.

12.7 In the event that the payment deadline is exceeded, BERNEXPO is entitled to default interest at the rate of 5% p.a. The assertion of more extensive damage is expressly reserved.

12.8 The place of performance for all payments to be made by the customer is the registered office of BERNEXPO.

12.9 The lessee bears the collection risk with respect to exhibitors.

13. Warranties

13.1 The warranties given by BERNEXPO are based on statutory provisions, unless provided otherwise in these General Terms and Conditions.

13.2 The customer has no claim to hold the event on a specific date. In the event of a (single or multiple) postponement of the event, the ticket remains valid for the new date regardless of the reasons for the postponement, with the decision regarding a return,

refund or exchange of tickets being at the sole discretion of BERNEXPO. If an event is cancelled and not rescheduled, BERNEXPO's warranty is expressly limited to a refund of the ticket price.

- 13.3 BERNEXPO explicitly does not warrant that
- 13.3.1 the websites it operates will be continuously accessible and free of content or technical errors;
 - 13.3.2 third-party offers are correct;
 - 13.3.3 links to external content are correct, complete or accessible;
 - 13.3.4 electronic platforms for digital or hybrid events are available at all times and without errors.
- 13.4 Electronic platforms (including Event Guide) are generally used at the customer's own risk. BERNEXPO endeavours to provide accurate information, but assumes no liability or guarantee that it is up to date, correct or complete. Third-party information on the electronic platforms is not verified by BERNEXPO, and any liability of BERNEXPO for damage arising from misinformation provided by a third party (including BERNEXPO partners) is excluded.

14. Withdrawal/cancellation

14.1 Withdrawal

If the exhibitor/participant decides not to participate after receiving the booth/participation confirmation and the two-week deadline has passed, they must pay the full participation fee pursuant to the registration form and any ancillary costs.

Additional charges may be assessed for services that are planned but not utilised.

If the exhibitor/participant reduces the scope of the order after dispatch of the booth/participation confirmation by event management, they must nevertheless pay the full fee pursuant to the registration form as well as any ancillary costs and additional expenses incurred for the service package that was intended but not utilised.

In the event of a withdrawal, co-exhibitors/additional participants must pay the full surcharges and any other costs that are incurred.

See also the terms and conditions of participation specific to the trade fair in question.

15. Cancellation of the event

BERNEXPO may cancel an event without payment of compensation prior to dispatch of the booth/participation confirmation.

16. Cancellation or suspension of the event

After dispatch of the booth/participation confirmation, an event may be cancelled entirely or suspended if there are circumstances that make continuing the event as planned impossible for event management and which neither the exhibitor/participant nor event management could have foreseen and for which event management is not responsible. Such circumstances include, in particular, political and economic events, official orders, the revocation of permits and force majeure.

In such cases, there will be no liability on the part of

event management. Costs and expenses incurred by event management will be charged to the exhibitor/participant.

17. Postponement of the event, change of format

Moreover, after dispatch of the booth/participation confirmation, an event may be postponed or carried out in modified format if there are circumstances that make continuing the event as planned impossible for event management and which neither the exhibitor/participant nor event management could have foreseen and for which event management is not responsible. Such circumstances include, in particular, political and economic events, official orders, the revocation of permits and force majeure. In such cases, there will be no liability on the part of event management. Costs and expenses incurred by event management will be charged to the exhibitor/participant.

18. Liability

18.1 BERNEXPO is liable for compensation for loss or damage due to a breach of contractual or non-contractual obligations only

18.1.1 in cases of wilful misconduct or gross negligence;

18.1.2 in cases of negligent or intentional personal injury;

18.1.3 by virtue of mandatory statutory liability (e.g. product liability).

18.2 Compensation for loss or damage pursuant to section 18.1 above is limited to direct loss or damage. Any liability for indirect or consequential loss or damage of any kind is excluded, to the extent permitted by law.

18.3 Protection of third-party rights

Exhibitors/participants undertake to respect third-party intellectual property and to act in good faith. Goods and services may not be exhibited, offered or advertised in a manner that infringes third-party rights. If a third party objects to the presentation of an exhibitor/participant and maintains that it has a better right, the exhibitor/participant will be required to demonstrate their right immediately and in a conclusive manner by providing documentation. Otherwise, BERNEXPO may exclude the exhibition materials or, where applicable, the advertising for such product or eject the exhibitor/participant from the event. BERNEXPO may block access to the exhibitor's/participant's digital exhibition for both the exhibitor/participant and visitors. The exhibitor/participant is not entitled to compensation in this case; on the contrary, they must indemnify BERNEXPO against all third-party claims, including the costs and any loss or damage that BERNEXPO incurs due to the infringement of third-party rights.

19. Intellectual property

19.1 In providing access to electronic platforms, BERNEXPO grants the customer a non-exclusive right to use the platform in accordance with these General Terms and Conditions that cannot be sub-licensed or transferred and that can be revoked by BERNEXPO at any time. This right of use applies exclusively for the agreed purpose.

- 19.2 The rights associated with a platform, for example, to product designs, logos and trademarks provided by BERNEXPO, including names and logos, text, data, graphics, user interfaces, visual interfaces, photos, works of art, software, computer codes, software layouts, music, sounds, images, videos, designs, fonts, etc. (hereinafter referred to as works) are the intellectual property of BERNEXPO or are licensed to BERNEXPO.
- 19.3 Absent the express consent of BERNEXPO, the customer is not entitled to
- 19.3.1 copy, mirror, reproduce, download, publish, adapt, modify, replicate or translate the intellectual property of BERNEXPO, to create derivative works from it or to otherwise use it in a manner that is contrary to the interests of BERNEXPO;
- 19.3.2 license, sublicense, sell, transfer, assign or distribute the intellectual property of BERNEXPO or to otherwise exploit it commercially or make it available to third parties.

20. Audio and video recordings

- 20.1 The customer acknowledges and agrees that BERNEXPO and, if applicable, third parties authorised by BERNEXPO are entitled to create audio and video recordings as well as photos of events and to use them for their own marketing purposes without any restrictions in terms of time, location or technology (including social media).
- 20.2 BERNEXPO strives to make recordings in a way that does not focus on individual persons. However, even in crowd images, it cannot be completely ruled out that individuals will be recognisable.
- 20.3 BERNEXPO records individual persons or individual groups only with the knowledge of the depicted persons. If a customer does not agree with being recorded, they are entitled to refuse it at the time of recording.

21. Advertising spaces/advertising/price details

- 21.1 It is forbidden to conduct or distribute any kind of advertising anywhere on the BERNEXPO premises, in the halls or in any areas associated with the respective event without corresponding authorisation.
- 21.2 The billboards and screens in the exhibition halls, in the outdoor areas and in the multi-storey car park are managed by the lessor. It is possible to rent advertising spaces to third parties during the term of the contract. In this case, the customer has no claim to financial compensation.
- 21.3 BERNEXPO reserves the right to use the billboards itself or to offer them to the exhibitors as a service. If advertising spaces are rented by exhibitors participating in the trade fair, the lessee receives 20% of the net income (net income = rental revenue minus production and assembly/disassembly costs).
- 21.4 If advertising spaces are available, the customer may, after consultation with BERNEXPO, acquire the right to use these spaces itself. The prices are determined by the BERNEXPO price list, as amended.

- 21.5 Acoustic promotional activities (e.g. megaphone, announcements, calls, mobile sounding or comparable means) are permitted only with the prior consent of the lessor. The activities must not disturb other users or visitors or impair orderly event operations. Instructions issued by the lessor must be carried out immediately at all times.

- 21.6 When selling goods, the applicable regulations on price disclosure must be observed. The customer is responsible for correct and complete implementation.

22. Competitions/sampling

Contests, prize draws and competitions of any kind may be conducted only with the prior written consent of BERNEXPO. The applicable federal and cantonal (Canton of Bern) laws must be observed.

Where BERNEXPO itself conducts competitions, the following applies: Unless expressly indicated otherwise, contests are not connected in any way with Facebook, Instagram or other social networks and are not sponsored, supported or organised by them. The entry period will be announced in connection with the relevant contest. All persons who reside in Switzerland are eligible to participate. Employees of BERNEXPO, its Group companies and the partner firms involved in individual trade fairs are excluded from participating. The winners will be notified in writing. No further correspondence will be exchanged. Cash payment is excluded. Recourse to the courts is excluded, to the extent permitted by law.

Promotional activities outside the customer's booth are permitted only with express written consent. This applies in particular to the distribution of promotional materials, product samples, the use of promoters and mobile promotions.

23. Selling practices

Intrusive or aggressive selling practices are prohibited. The following practices in particular are prohibited: calling or speaking to visitors passing in the aisles, ushering visitors into the booth, plying visitors passing in the aisles with food or drink, positioning of booth materials (tables, chairs, bars, bar stools, etc.) outside the booth boundaries, exerting pressure on visitors to conclude a sale. In the event of an infraction, BERNEXPO may demand that an exhibitor already in receipt of a written warning pay a contractual penalty of CHF 5,000.00.

24. Rates, payment conditions

- 24.1 Pricing
The rates applicable at the time of registration apply in terms of pricing. Value added tax at the legally defined rate will be charged in addition to the aforementioned prices.
- 24.2 Payment terms
Invoices, including deposit invoices, are due without any reductions within 30 days after dispatch of the invoice, unless there are different payment terms.
- 24.3 Advance payment
Where the exhibitor/participant is obliged to make an advance payment, the invoice must be paid in full before the commencement of the invoiced services.

24.4 Offsetting of booth rental and additional costs
The participation fee (booth rental) will be invoiced before the start of the event. Event management will issue a deposit invoice for the costs of the technical services ordered by the exhibitor/participant or by the co-exhibitor/additional participant in the amount of the expected costs. After the end of the event, event management will send a final invoice. This includes all costs, taking account of any advance and/or partial invoices that have already been issued. No discount is granted for timely payment of the invoices. If invoices are issued to a third party at the instruction of the invoice addressee, the invoice addressee will nevertheless remain jointly and severally liable for the full amount (see also section 4.9).

25. Data protection

- 25.1 The parties undertake to comply with the provisions of Swiss data protection legislation.
- 25.2 BERNEXPO is the controller for the personal data it collects. The customer processes personal data of BERNEXPO only as a processor for the purposes of the contract and at the instruction of BERNEXPO.
- 25.3 Personal data may be processed by the customer only for the contractually agreed purposes. Disclosure to third parties is permitted only if this is necessary for these purposes, is legally required or if BERNEXPO has previously given written consent.
- 25.4 The customer shall take appropriate technical and organisational measures to protect personal data from unauthorised access, loss or unlawful processing, taking into account the state of the art and the risk.

25.5 After the contractual relationship ends, the customer shall immediately erase or anonymise all personal data that they have received from BERNEXPO, unless a statutory retention obligation exists.

25.6 The customer shall support BERNEXPO in protecting the rights of data subjects and inform BERNEXPO immediately about any data protection infringements.

25.7 Further information about the processing of personal data by BERNEXPO can be found in the BERNEXPO data protection provisions (available here: www.bernexpo.ch/legal).

26. Place of jurisdiction and applicable law

- 26.1 Should a provision of these General Terms and Conditions or other concluded agreements be or become invalid, the validity of the remaining provisions remains unaffected. The parties undertake to replace the invalid provision with a valid provision that most closely approximates the economic purpose of the original provision.
- 26.2 For all disputes arising out of or in connection with the contractual relationship, the courts in Bern have exclusive jurisdiction, subject to mandatory legal provisions.
- 26.3 The contractual relationship is governed exclusively by Swiss law, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and under exclusion of any applicable conflict-of-law rules.

These General Terms and Conditions supersede all previous General Terms and Conditions.
BERNEXPO AG, Bern, 25 March 2026