

# Rethinking transport

27–30 April 2020



## SPONSORING TERMS & CONDITIONS

*Updated 27.6.2019 Tapahtumantekijät Oy (Professional Conference Organiser)*

### 1. General Terms and Conditions

These General Terms and Conditions shall apply to Sponsors participating in the Transport Research Arena 2020 Conference, co-organised by the agencies under the jurisdiction of the Finnish Ministry of Transport and Communication and the European Commission. The confirming and invoicing party of the sponsorships (hereafter Service Provider) is Tapahtumantekijät Oy (Business ID 0869073-9) acting as Professional Conference Organiser (PCO) of TRA2020 Conference.

These General Terms and Conditions constitute an integral part of the agreement between The Service Provider and the Sponsor.

### 2. Definitions

For the purpose here of the terms listed below shall have the following wording:

- a) TRA2020 (Transport Research Arena 2020) Conference to be held in Helsinki, Finland, from 27 until 30 April 2020.
- b) Service Provider, Tapahtumantekijät Oy, entered into the Business Information System ("YTJ" in Finnish) maintained by the Finnish Patent and Registration Office (PRH) and the Finnish Tax Administration. The Business ID of Tapahtumantekijät Oy is 0869073-9.
- c) Sponsor – legal person or organisation conducting business or research activity, which acquired at least one sponsor package. The Sponsor is entitled to participate in the TRA2020 Conference under these terms and conditions.
- d) Stand – an exhibition space for the exclusive use of the Sponsor, the list of available Stands and their size as well as exhibition plan are available through Service Provider.

### 3. Sponsors Admissions

Any Sponsor, who acquired a sponsor package, is entitled to reserve the Stand according to the sponsor package and select a particular stand among those available for reservation, corresponding to the stand size granted in the purchased sponsor package. The confirmation request shall be drawn up on the official confirmation form available (online or print), signed by authorised person(s). The Sponsor shall accept these General Terms and Conditions and submit the signed confirmation form to the Service Provider through online form, e-mail or by post. The Service Provider shall confirm the reservation of the indicated stand or inform the Sponsor, that the selected stand is not available. In such a case the Sponsor shall select other stand within those available and inform the Service Provider within five (5) business days in writing. The Sponsor has a priority in selecting the stand among those available.

### 4. Conclusion of Agreement

Filling in and signing the confirmation form by authorised representative, acceptance of these General Terms and Conditions and submission of the confirmation form by the Sponsor to the Service Provider, as well as confirmation of the reservation by the Service Provider shall be deemed as a conclusion of the agreement for one or more sponsor packages during the TRA2020 Conference.



## **5. Terms of Payment**

The Service Provider shall issue a VAT invoice and send it to the Sponsor within five (5) business days after confirmation of the reservation by the Service Provider. The total remuneration shall be paid within 14 days after the receipt of the relevant invoice from the Service Provider. The payment is deemed to be made on the day the amount is credited to the Service Provider's bank account. The full remuneration is due even if the Sponsor has not used all the content of sponsor package agreed or has used it in a shorter period. In case of delay in payment, the Service Provider is entitled to charge due interest for delay in the statutory rate (11 %). In case the Sponsor is in delay with the payment of the remuneration or its part for more than 14 days, the Service Provider may terminate the agreement without notice (with immediate effect). A handling fee of EUR 5 will be charged additionally for every invoice. All bank fees and money transfer costs must be paid by the transmitter.

## **6. Resignation**

After confirmation, the sponsor agreement is binding.

- In case the Sponsor resigns from participation in the TRA2020 Conference until October 1st 2019, the Service Provider shall retain 50 % of the total amount of the remuneration.
- In case the Sponsor resigns from participation in the TRA2020 Conference from October 2nd 2019 until December 31st 2019, the Service Provider shall retain 80 % of the total amount of the remuneration.
- In case the Sponsor resigns from the participation the TRA2020 Conference from January 1st 2020 or thereafter, the Service Provider shall retain 100 % of the total amount of the remuneration.

The above-mentioned amounts will be retained by the Service Provider as contractual penalty for resignation by the Sponsor from the participation in the TRA2020 Conference. The resignation shall be prepared in writing, signed by a person authorised to represent the Sponsor and delivered to the Service Provider in writing sent by mail or by e-mail (tra2020.partners@registration.fi).

## **7. Preparation of the sponsorship contents**

The services, which may be provided to the Sponsors are described in detail in the confirmation of reservation.

## **8. Dismantling of the stand**

The Sponsors shall dismantle and remove the stand equipment immediately after the end of the TRA2020 Conference. Any and all objects brought by the Sponsor shall be removed from the TRA2020 Conference site on April 30th 2020 until 11:00 p.m. at the very latest. In case this obligation is breached by the Sponsor, the Service Provider may remove such objects and store them at the cost and risk of the Sponsor. All costs related to the dismantling of the stand shall be borne by the Sponsor.

## **9. Rules and safety instructions**

The exhibition guidelines for the Sponsor shall be distributed after September 1st 2019. The guidelines will include the stands layout and furniture renting rules, as well as the safety regulations and information on all necessary services (telephone, maintenance, storage, customs clearance, etc.). The sponsors, their employees and subcontractors shall observe any and all rules of the TRA2020 Conference. The sponsors are liable for the materials they exhibit, as well as the equipment they will rent or set up at their stand. The Sponsor is obligated to conclude relevant insurance agreements regarding participation in the TRA2020 Conference (i.e. liability insurance, property insurance).



#### **10.Exclusivity**

The reservation of the stand compels the Sponsor not to organise or privilege any meetings or gathering on the TRA2020 Conference topics that had not been declared or authorised by the Service Provider in advance in writing. The Sponsor declares that he/she was informed that the TRA2020 Conference is accessible only for registered participants.

#### **11.Use of the stand, distribution of materials**

The stand is appropriated for sole use of the Sponsor indicated in the confirmation and may not be rendered for use against payment and/or gratuitously, to any third party. Distribution of promotion, advertisement, marketing materials and/or similar materials is permitted only to the stand.

#### **12.Rights and liabilities of the Service Provider**

The Service Provider is entitled to decide on all unforeseen matters in the General Terms and Conditions. All its decisions will be taken with no possible recourse and shall be immediately implemented. A breach of any clause hereof shall give rise to immediate, temporary or definitive exclusion of the Sponsor from TRA2020 Conference with no possibility for the latter to claim any refund or compensation. The Service Provider shall be free to decide accordingly. The Service Provider shall not be held liable for a small number of registered delegates or any lack of interests for the whole TRA2020 Conference.

The Service Provider shall bear no liability for things left on the stand, which have been destroyed or damaged, elements of the stand that have been destroyed or damaged and damages caused to the Sponsor by other exhibitors, sponsors, participants and/or any other third party. The Service Provider shall only be liable for damages caused to the Sponsor wilfully by the Service Provider or their representatives. The liability of the Service Provider is limited to the amount actual damages sustained by the Sponsor.

#### **13.Force Majeure**

Neither Party shall be liable to the other Party or to be held to be in breach for failure to carry out any obligation under agreement as a result of a force majeure, which expression shall include circumstances beyond such Party's control, including but not limited to acts of war, acts of nature, acts of government, prohibition of exports and/or imports, currency restrictions, fire, explosion, flood, terrorism, riot or national emergencies.

The start of a force majeure, together with information on the cause thereof and its estimated duration, and end of a force majeure must be immediately notified to the other Party. The Party affected by force majeure shall immediately take reasonable steps to limit or minimise the consequences of such force majeure.

In case of continuous force majeure for a certain time, Parties may decide to let the agreement automatically come to an end and without any cancellation costs.

In case of force majeure, the dates of the TRA2020 Conference could be changed or simply cancelled.

#### **14.Dispute Resolution**

Any dispute or claim arising out of or in relation to the Terms and Conditions and Confirmation, including disputes related to the existence, breach, termination or invalidity hereof, that cannot be resolved amicably shall be settled in the District Court of Helsinki.



#### **15. Governing Law**

Any dispute or claim arising out of or in relation to “the Terms and Condition” and “Confirmation” or the breach, termination or invalidity hereof, shall be governed by the laws of Finland excluding the conflict of laws rules thereof.