



# Rethinking transport

27-30 April 2020

## SPONSORSHIP AND EXHIBITOR GENERAL TERMS & CONDITIONS

*Updated 11.11.2019 Tapahtumantekijät PN Oy (Professional Conference Organiser)*

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## 1 General Terms and Conditions

These General Terms and Conditions shall apply to Sponsor and/or Exhibitor 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 conference (hereafter Service Provider) is Tapahtumantekijät PN 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 and/or Exhibitor.

All the references to a date or a deadline, mentioned in this and other conference documents, refer to the Eastern European Time (UTC+2).



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## 2 Definitions

As used in this document, the following terms have the meanings specified below:

- a) TRA2020: The TRA2020 (Transport Research Arena 2020) conference to be held in Helsinki, Finland, from 27 until 30 April 2020.
- b) Organiser – The Finnish Transport and Communications Agency Traficom
- c) Service Provider – Tapahtumantekijät PN 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 PN Oy is 0869073-9.
- d) Sponsor and/or Exhibitor – legal person or organisation that conducts business or research activity and has acquired a minimum of 4 m2 exhibition space. The Sponsor and/or Exhibitor is entitled to participate in the TRA2020 conference under these terms and conditions.
- e) Stand – an exhibition space for the exclusive use of the Sponsor and/or Exhibitor. A list of available Stands and their sizes as well as an exhibition plan are available through the Service Provider.

## 3 Conclusion of Agreement

Submission of an online confirmation form by authorised representative is regarded as a firm booking and acceptance of these General Terms and Conditions. The Organiser or the Service Provider will not take responsibility if confirmation made by other methods does not reach The Organiser or the Service Provider. By submitting the confirmation form, the Sponsor and/or Exhibitor is also confirming that the information submitted is accurate and complete. By completing the online form, the Sponsor and/or Exhibitor accepts the Terms and Conditions.

## 4 Terms of Payment

Only a fully completed sponsorship or exhibitor form will be accepted. In case of a sponsorship confirmation, the due fee will be charged according to the sponsorship level (Silver/Gold/Platinum/Diamond). In case of a Exhibitor confirmation, the due fee will be charged according to the current rate (early/standard/last chance). In the event that full payment is not received by the TRA2020 conference, the Sponsor and/or Exhibitor will be refused entry to the conference.

The Service Provider shall issue a VAT invoice and send it to the Sponsor and/or Exhibitor within five (5) business days of the confirmation 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



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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 and/or Exhibitor has not used all the services agreed or has used them for 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 and/or Exhibitor 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.

## 5 Currency and VAT

All fees are in Euros (EUR), and exclusive of current Finnish Value Added Tax (VAT).

## 6 Sponsor Admissions

Any Sponsor having acquired a sponsorship package is entitled to reserve a Stand according to the sponsorship package and select a particular Stand among those available for reservation, corresponding to the Stand size granted in the purchased sponsorship package. The confirmation request shall be drawn up on the official confirmation form available (online). The Sponsor shall accept these General Terms and Conditions and submit the confirmation form to the Service Provider through online form. 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 another 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.

## 7 Exhibitor Admissions

Manufacturers, producers and sellers of the products and services specified in the product groups of the TRA2020 conference or their authorised representatives, as well as other organisations, institutes and publishers in the field, are eligible to participate as Exhibitors. Only products, services and exhibit content approved by the Service Provider may be exhibited. The Service Provider shall have the right to remove other items as well as products or services that may cause a threat or inconvenience to other Sponsors and/or Exhibitors or the public. The confirmation request shall be drawn up on the official confirmation form available (online). The Exhibitor shall accept these General Terms and Conditions and submit the confirmation form to the Service Provider through the online form. The Service Provider shall confirm the reservation of the indicated Stand or inform the Exhibitor that the



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selected Stand location is not available. In such a case, the Exhibitor shall select another Stand location within those available and inform the Service Provider within five (5) business days in writing.

## 8 Preparation of the Contents

The services which may be provided to the Sponsor and/or Exhibitor are described in detail in the confirmation of reservation.

## 9 Location of Stands

The Service Provider shall determine the final location of Stands, taking into consideration the effective use of hall space, event-specific branch grouping and, where possible, Sponsor's or Exhibitors' wishes. The Service Provider shall have the right to relocate the Stand if the event layout plan changes from the original.

## 10 Dismantling of the Stand

The Sponsor and/or Exhibitor shall dismantle and remove the Stand equipment immediately after the end of the TRA2020 conference. Any and all objects brought by the Sponsor and/or Exhibitor 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 and/or Exhibitor, the Service Provider may remove such objects and store them at the cost and risk of the Sponsor and/or Exhibitor. All costs related to the dismantling of the Stand shall be borne by the Sponsor and/or Exhibitor.



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## 11 Cancellation

After confirmation, the sponsorship or the exhibitor agreement is binding.

- In case the Sponsor and/or Exhibitor cancels the participation in the TRA2020 conference before October 1st 2019, the Service Provider shall retain 50 % of the total amount of the remuneration.
- In case the Sponsor and/or Exhibitor cancels the participation in the TRA2020 conference between October 2nd 2019 and December 31st 2019, the Service Provider shall retain 80 % of the total amount of the remuneration.
- In case the Sponsor and/or Exhibitor cancels the participation in the TRA2020 conference on 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 if the Sponsor and/or Exhibitor cancels their participation in the TRA2020 conference. The cancellation shall be prepared in writing, signed by a person authorised to represent the Sponsor and/or Exhibitor and delivered to the Service Provider in writing by e-mail ([tra2020.partners@registration.fi](mailto:tra2020.partners@registration.fi)).

## 12 The right to use a Stand shall revert to the Service Provider if:

- a) the Sponsor and/or Exhibitor cancels their participation; or
- b) the Sponsor and/or Exhibitor fails to pay participation fees within the due date; or
- c) the Sponsor and/or Exhibitor fails to take possession of the reserved exhibition space by 8:00 pm on the day preceding the opening day unless otherwise agreed; or
- d) the Sponsor and/or Exhibitor is otherwise in material breach of the Terms and Conditions or any supplementary instructions provided.

In the event that the right to use the exhibition space reverts to the Service Provider as specified in Section 11 herein, the Service Provider shall be entitled to collect participation fees in full as specified in the confirmation. In such cases, the Service Provider shall also have the right to resell the exhibition space or to use it for any other purpose as necessary.





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## 13 Rules and Safety Instructions

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

## 14 Exclusivity

The reservation of the Stand compels the Sponsor and/or Exhibitor not to organise or privilege any meetings or gatherings on the TRA2020 conference topics that have not been declared or authorised by the Organiser or the Service Provider in advance in writing. The Sponsor and/or Exhibitor declares that they were informed that the TRA2020 conference is accessible only for registered participants.

## 15 Use of the Stand, Distribution of Materials

The Stand is appropriated for the sole use of the Sponsor and/or Exhibitor 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 on the Stand.

## 16 Co-Exhibitors

The Service Provider reserves a right to charge an additional fee for the visibility of co-exhibitors from the Sponsor and/or Exhibitor.



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## 17 Disclaimer

The Organiser and Service Provider reserve the right to make changes as it deems necessary without penalty and in such situations no refunds, part refunds or alternative offers shall be made.

The Organiser and the Service Provider reserve the right to update the Disclaimer and Terms and Conditions without notice to The Sponsor and/or Exhibitor.

The Organiser and the Service Provider cannot control all content published or disseminated at the conference. The Sponsor and/or Exhibitor may find other Sponsors' or Exhibitors' or Delegates' communications, graphics, audio files or other information inappropriate, offensive, harmful, inaccurate, dishonest or misleading and/or deceptive, however the Sponsor or the Exhibitor alone is solely responsible for the Sponsors' or the Exhibitors' interaction with other participants and agrees to act responsibly and exercise caution, common sense and safety while in attendance at the conference.

The Organiser and the Service Provider reserve the right to modify the programme. No refunds can be granted in case of cancellation of speakers, lack of space in the conference room or any other incidents during the conference which are beyond the control of the Organiser or the Service Provider.

The Organiser and the Service Provider, their directors, employees, servants, agents and affiliates shall not be liable for any losses, damages, liabilities, claims or expenses whatsoever arising out of or referable to the conference.

## 18 Rights and Liabilities of the Organiser and the Service Provider

The Organiser and Service Provider are entitled to decide on all unforeseen matters in the General Terms and Conditions. All 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 and/or Exhibitor from TRA2020 conference with no possibility for the latter to claim any refund or compensation. The Organiser and Service Provider shall be free to decide accordingly. The Organiser and Service Provider shall not be held liable for a small number of registered delegates or any lack of interest for the entire event.

The Organiser and Service Provider shall bear no liability for objects left at the conference centre or on the Stand that have been destroyed or damaged, elements of the Stand that have been destroyed





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or damaged, and damages caused to The Sponsor and/or Exhibitor by other exhibitors, sponsors, participants and/or any other third party. The Organiser and Service Provider shall only be liable for damages caused to The Sponsor and/or Exhibitor wilfully by the Organiser and / or the Service Provider or their representatives. The liability of the Organiser and Service Provider is limited to the amount of actual damages sustained by The Sponsor and/or Exhibitor.

At the time of confirmation, the Organiser and Service Provider provide the most recent information available and The Sponsor and/or Exhibitor accepts that the content and/or the delivery of the conference can change beyond the control of the Organiser and Service Provider. The Organiser and Service Provider will not take responsibility for any errors, omissions or changes to the program or content of the conference.

Views expressed by speakers, sponsors and / or exhibitors are their own. The Organiser or the Service Provider cannot accept liability for any advice given, or views expressed, by any speaker, sponsor and/or exhibitor at the conference or in any material provided to Delegates. In addition, the Organiser and the Service Provider shall not be responsible or liable for any direct or indirect loss or damage of any sort incurred as the result of the services or information provided in connection with the conference.

The Service Provider shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of the Service Provider – for whatever legal reason – shall be limited to intent and gross negligence. The liability of commissioned Service Provider shall remain unaffected by this. The sponsor and/or exhibitor shall take part in the conference at their own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the Service Provider.

## 19 Force Majeure

None of the parties, the Sponsor and/or Exhibitor, the Organiser or the Service Provider, shall be liable to one another or to be held to be in breach of agreement 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.



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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.

## 20 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.

## 21 Governing Law

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