

Regulations

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1 GENERAL INFORMATION ABOUT THE EXHIBITION

1.1 Organizer

The exhibition known as **photoSCHWEIZ** (hereinafter "the Exhibition") is organized by BLOFELD Entertainment AG (hereinafter "the Organizer"), which has its registered office in Zurich. The Organizer is entitled to issue binding instructions at any time.

1.2 Visitors and opening hours

The Exhibition is open to the public and open continuously from 11 a.m. to 8 p.m. daily.

1.3 Dogs

Dogs are permitted anywhere on the exhibition grounds.

1.4 Parking rules

No parking spaces are available anywhere in the grounds of the exhibition halls. The goods handling plan is binding and must be observed. It is not permitted to drive motor vehicles into the halls or park them there. Vehicles may not be parked outside the loading and unloading times on the exhibition hall areas. The Organizer is empowered to have unauthorizedly parked motor vehicles or trailers removed at the owner's cost.

1.5 Smoking ban

During the entire exhibition (incl. during the assembly and dismantling) smoking is absolutely prohibited in the location.

1.6 Photography and filming

- 1. Basic filming, recording with video equipment, photographing and sketching of the Exhibition samples or Exhibition areas of third parties is not permitted. In the event of non-compliance, the Organizer shall be entitled to confiscate any sketches made or any exposures.
- 2. This shall not affect the activities of media such as radio, television and press for the purposes of reporting.
- 3. Participants may film, photograph or sketch in front of their own presentation space during the Exhibition opening times. Insofar as Exhibition participants wish to have pictures taken by their own photographer outside the official opening hours, a permit must be sought from the Organizer at least two weeks before the Exhibition opens.
- 4. The Organizer has the right to take photographs and make films, video recordings and drawings of Exhibition items or individual exhibits free of charge for the purposes of documentation or for its own publication and advertisement.
- 5. Requests for special permission from the Organizer for participant advertising should be made in good time, accompanied by the corresponding documentation. Participants shall not be entitled to receive permission.



2 FOR EXHIBITORS – PARTICIPATION

2.1 Participation process

2.1.1 Application

The Exhibition focuses on photography as an all-encompassing medium. The submission deadline for the digitally completed registration form is the one, which is noted on the website or publicly announced. The application is valid as soon as the application fee of CHF 75.00 (incl. VAT) has been paid. The application fee will not be refunded in the event that the application is rejected.

2.1.2 Application Process

Participation in the Exhibition is open to all photographers from all areas of photography. Free works or commissioned works can be submitted. An important criterion is that the work must not be older than 12 months or published for the first time at the time of application. Applications can be submitted via www.photo-schweiz.ch/bewerbung. It is only possible to make applications digitally. All applicants must upload individual images of their final work and their presentation concept.

2.1.3 Selection

The Organizer can deploy an artistic director in an advisory capacity in order to select the participants and shall decide which photographers may display their work at the Exhibition. The Organizer shall reserve the right of veto where works do not meet requisite standards in terms of quality or technical requirements. Participation in Exhibitions in previous years does not constitute automatic authorization to participate in this year's Exhibition.

2.1.4 Approval

Those approved for participation in the Exhibition shall be notified by the Organizer in writing. At that point the participation agreement shall be deemed concluded subject to the proviso in Item 2.1.6.

2.1.5 Stand placement

The Organizer shall determine participants' final display location at the Exhibition. The Organizer further reserves the right to move participants at short notice where this is in the interests of the Exhibition.

2.1.6 Right to withdraw/Exclusion

The selected participants have the right to withdraw from the Exhibition within five days of receiving confirmation of their participation in writing and without specifying grounds. Such withdrawal shall not incur costs. Where withdrawal occurs after the withdrawal deadline has elapsed, a penalty of CHF 500.00 shall be charged. The same regulation shall apply where the participant's behavior gives grounds for exclusion from the Exhibition (e.g. improper behavior on site at the Exhibition or non-compliance with the required payment conditions). The right to claim for further compensation is reserved.



2.2 Financial

2.2.1 Application fee

A registration fee of CHF 75.00 (excl. VAT) is charged with the application. This fee has to be paid when the application is submitted.

2.2.2 Participation fee

For confirmed participation at the Exhibition **photoSCHWEIZ** (stand rental, advertising costs, participants' access to the Exhibition and an entry in the advertising catalogue) a participation fee of CHF 390.00 (incl. VAT) shall be charged. For a photographer's agency, the fee is CHF 2,500.00 (incl. VAT) per Cube, as well as CHF 100.00 (incl. VAT) for each photographer presented. The participation fee is payable by transfer within 10 days of written approval. The printing of the images is the responsibility of the participants and is not included in the participation fee.

2.2.3 Additional services

Any additional services provided by the Organizer on the instruction of the Exhibition participant shall be separately invoiced.

2.2.4 Payment terms

Non-compliance with the payment deadline specified in Ltem 2.2.2 vis à vis the participation fee shall be deemed a violation of the contractual conditions of participation agreed by the Organizer and the Exhibition participant. Where the Exhibition participant fails to provide legal proof of payment within five days after the payment deadline has elapsed, he/she shall be excluded in writing from the Exhibition irrespective of any previously agreed stand confirmation. Despite these measures, the participant shall not be released from his/her obligations to the Organizer. Payment of the penalty shall still be required (see Ltem 2.1.6).

2.2.5 Account

Raiffeisenbank rechter Zürichsee 8708 Männedorf

Account name: BLOFELD Entertainment AG

8004 Zurich Sort Code: 81481 SWIFT: RAIFCH22

IBAN: CH23 8148 1000 0031 4938 6

Account No.: 31493.86

Reference: photoSCHWEIZ, First name Surname

2.2.6 Sales

If the works presented are for sale, the exhibitor undertakes to have orders and sales recorded by the organizer. The direct delivery of objects for sale is not permitted during the work show. Image sales will be recorded via a special online form. The link to this form will be sent to the exhibitors in a timely manner. It is forbidden to attach prices to the exhibition area/on the stand lettering. For each active sale, the organizer will charge the exhibitor 30% of the sales price as compensation for its efforts. The organizer is authorized to make spot checks within the exhibition area. Violations may result in exclusion for an indefinite period of time and claims for damages.



2.3 Advertising

- 1. Audio and visual advertising is strictly prohibited.
- 2. The Organizer shall not accept any third-party claims arising from non-compliance with Prolitteris regulations.
- 3. Advertising is generally prohibited. This shall also extend to the use of individuals displaying advertising and the distribution or affixing of advertising material of any kind such as posters, flyers, leaflets, stickers, etc. in the hall corridors, throughout the entire Exhibition grounds, in the immediate vicinity of the event building or in exhibition-related parking spaces.
- 4. Each Exhibition participant and partner may present advertising materials (postcards in format A5 or A6, flyers, documentation) in the Portfolio Lounge. The following are prohibited within or at the presentation area:
 - that which violates the relevant statutory and administrative regulations, technical regulations or common decency;
 - he conducting of surveys, tests, competitions, lotteries and prize draws (the exception being test surveys conducted by the Organizer);
 - that which violates conditions and ordinances imposed by the authorities, particularly those of the fire authority;
 - that which runs counter to the interests of the Organizer;
 - business cards that do not exceed the standard size of 8.5cm x 5.5cm may be placed on the without holder on the stand description. Attaching and/or displaying any other advertising materials, especially larger ones, is prohibited.
- 5. The use of the Organizer's name and the visual presentation of the Exhibition signet is only permitted with the Organizer's express consent.

2.4 Press

The distribution of press material relating to the **photoSCHWEIZ** Exhibition shall be undertaken solely by the Organizer. All pictures submitted by Exhibition participants may be used/made available free of charge for PR/press purposes and the Organizer's own advertising in connection with the Exhibition but shall cite the respective participant's name. Participants shall not be entitled to have their pictures publicized.

2.5 Marketing

The marketing of the Exhibition is solely the remit of the Organizer. Exhibition participants are prohibited from marketing their stands in any way and from involving sponsors. The Organizer can issue special permits where sponsorship is limited to material services and the quality of the presentation area is thus noticeably improved.

2.6 Other

2.6.1 Access for participants

Exhibition participants (unaccompanied) shall have free access to the Exhibition for its entire duration.

2.6.2 Presence time of the works

Exhibition participants are required to exhibit their works for the entire duration of the Exhibition. On the final day of the Exhibition, clearance and dismantling of the presentation area may begin only 10 minutes after the Exhibition closes. Non-compliance with this regulation (lack of consideration for visitors and fellow exhibitors) is detrimental to the Organizer and may lead to exclusion from future Exhibitions.



2.6.3 Disclaimer and Liability

The event organizer's liability is limited to the contractual obligations of the event organizer. These are: the contractually agreed use of exhibition space, access to exhibits, and observance of legal duty to implement safety precautions, insofar as these apply to buildings and building systems and are not assumed by the exhibitor. The event organizer assumes no duty of care for exhibits and is not liable for damage or loss unless arising from intentional or grossly negligent breach of duty by the event organizer or grossly negligent breach of duty by a legal representative or vicarious agents of the event organizer for the entire exhibition period as well as during transport to and from the exhibition. The event organizer assumes no liability for damage arising from the exhibitor's performances or presentations. The exhibitor is liable for damages caused by visitors, suppliers or other auxiliary personnel engaged by the exhibitor. The Disclaimer shall apply without restriction, all surveillance measures of the Organizer notwithstanding.

2.6.4 Insurance

All Exhibition participants shall be required to take out fire and elemental damage insurance on items presented, as well as third party liability cover. It is further recommended that participants at the Exhibition should also insure their exhibits against damage and misplacement during the Exhibition, and during transport to and from the venue. Securing electronic or otherwise valuable material for the exhibitor is the responsibility of the exhibitor.

2.6.5 Protective mechanisms

The Exhibition participant is further obliged to fit protective mechanisms to any machinery and equipment presented and in operation, in compliance with accident prevention regulations. The Exhibition participant shall also be liable for personal and material losses incurred through the assembly and dismantling of his/her exhibits.

2.6.6 Fire index

All materials used (decoration etc.) must conform to fire safety regulations and must satisfy a fire index of at least V2 (flame-retardant).

2.6.7 Unauthorized entry to rooms

The exhibitor is prohibited from entering other rooms in the event location that are not connected to the Exhibition, or from touching any potential stage parts or stage props. In the event of loss or damage to any stage parts or stage props, some of which are extremely expensive, the exhibitor shall assume full liability.

2.6.8 Force majeure

The Organizer shall be entitled to postpone, shorten, lengthen, or cancel the Exhibition for compelling reasons or in the event of force majeure. In such exceptional cases, Exhibition participants shall have neither the right to withdraw nor to compensation. Where unforeseen, political or economic events or general force majeure events render it impossible to hold the Exhibition, the rent of the presentation space shall be reduced to a sum that corresponds with the costs incurred to the Organizer (incl. the rent of the premises). Any balance remaining after deduction of costs shall be refunded to the Exhibition participants. Failure to hold the Exhibition shall not confer any right to compensation on the participant.



2.6.9 Directory of participants/catalog/ Rights of Use

The Organizer is solely authorized to issue a (digital or printed) directory of participants. Participation in the Exhibition includes complimentary listing for every participant in the web catalog on the www.photointernational.com platform. To ensure the completeness of the catalog, any participants at the Exhibition whose catalog entries are not submitted by the deadline will be included by the Organizer in the catalog at the expense of the participant and without accepting any responsibility for the accuracy of the information. The participant shall transfer the rights of use of his/her works to the Organizer free of charge. The Organizer can freely use these rights of use for any form of self-promotion, for example for electronic media, the directory of participants (online and offline), the catalog (online and offline), flyer advertising and media relations in the context of the Exhibition.

2.6.10 Cleaning

The Exhibition cleaning service shall undertake general cleaning of corridors, stairs, etc. Special waste containers are provided on the Exhibition grounds. The Exhibition participant shall be personally responsible for larger quantities of waste and the disposal of oils, fats and chemicals in compliance with the relevant statutory provisions governing environmental protection. Smaller quantities of waste may be deposited in the corridors at the end of each day of the Exhibition, provided that such waste is well packed in tied-up, fee-paid waste sacks. Mixing toxic or pollutant materials with the normal waste is prohibited.

2.6.11 Catering, free samples

Exhibition participants are not permitted to offer food or drink either for sale or for free.



3 FOR EXHIBITORS – TECHNICAL SPECIFICATIONS

3.1 Presentation

3.1.1 Presentation area

The works will be presented at the Werkschau photoSCHWEIZ on cubes or stage elements**. An area of (4 x 1 meter) is available per participant. Each participant has the choice to present the works on a flat 1x4 meter and 0.5 meter element (a tolerance of +/- 3 cm has to be taken into account in the basic dimensions). The works must be presented as single images. **Due to the tense worldwide supply bottlenecks, the design (but not the size) of the elements may change.

3.1.2 Layout

Each participant shall submit a layout for his/her presentation area for the Exhibition. The layout shows the works on the cubes and how the pictures are to be displayed at the exhibition. On the website are layout templates and a layout example available. The exhibits may not protrude beyond the allocated space. One-piece plots of 4m are not allowed. Technical requirements for the submitted images: Hi-res jpg/ 300dpi, color space Adobe RGB. 4m plots are not allowed. The pictures must be presented separately.

3.1.3 Lighting

The general hall lighting will be used to light the presentation areas. The Organizer shall decide whether the optimum lighting of the presentation areas is sufficient, in consultation with the lighting technicians.

3.1.4 Light guide

To ensure clear lighting, works will be displayed lying flat. Each participant is generally free to choose the way in which he/she wishes to present his/her work on the cube. The surface of the cube may not be painted or covered with any material or damaged through the use of any fastening measures (for example, affixing with adhesive). Works may only be placed on the exhibition space unfastened or, at most, fastened with fine pins or poster strips. Prints must be produced at least 5-10 days before the Exhibition so that they do not warp or become wavy as a result of fluctuating humidity. It is advisable to mount pictures so that they do not bend during the Exhibition. To guarantee appropriate presentation, the pictures must be presented in a suitable, exhibition-standard quality.

3.1.5 Stand number/Inscription

The stand number and inscription (A4 format) bearing the name and details of the participant and the exhibited works shall be affixed to the lower left corner of the presentation areas by the Organizer and may not be altered, covered or removed by the participant.

3.1.6 Advertising material

Displaying advertising material (postcards and portfolios) on or next to the cube is not permitted and such material will be removed by the Organizer. The Portfolio Lounge is available for postcards, portfolios, books, catalogs, etc. see section 2.3.9.



3.2 Assembly and dismantling

3.2.1 Assembly of the stand

Participants may begin assembly of their presentation space from 9 a.m. on **Thursday, January 11, 2024**. Exhibition participants are requested to comply with the instructions, timings and the exhibition plan, which will be sent out by the Organizer approx. 10 days before the Exhibition starts. The presentation space must be fully constructed by **3 p.m. on January 11, 2024**.

3.2.2 Dismantling of the stand

Dismantling of stands must take place on the evening that the Exhibition closes at 8.10 p.m. Where dismantling is not undertaken at the specified time (at latest 8.30 p.m.), the Organizer shall be entitled to do this at the participant's cost and to put the exhibits into storage or dispose of these. The Organizer shall make every effort to handle the exhibits in a professional manner but accepts no responsibility for damage caused during dismantling or while in storage.

The delivery of packaging material, the packing of exhibits and the clearing of stands may only commence 10 minutes after the Exhibition has ended. Access times for dismantling shall be arranged by the Organizer. There are no parking spaces available, see <u>section 1.5.</u>

3.2.3 Special assembly and dismantling time

In exceptional cases the Organizer may alter the assembly and dismantling times. The Organizer reserves the right to invoice the Exhibition participants for any costs thus incurred. Outside the official assembly and dismantling times, the participants may only enter the halls during normal opening hours.

3.2.4 Empties and left-behind goods

Empty containers cannot be put in storage during the Exhibition. The Exhibition participant must take his/her packaging material (cardboard, etc.) away with him/her. The Organizer accepts no responsibility for goods/stand equipment left behind. Any costs incurred for disposal shall be charged to the participant.

3.2.5 Return of the exhibition space

The exhibition space shall be handed back by the Exhibition participant in the condition in which he/she found it. In the event of any damage to the exhibition space or the halls (lifts, superstructure, floors, cables, etc.) the repair costs shall be charged to the participant responsible.

3.2.6 Special installations and services

When submitting their applications, participants shall notify the Organizer in writing as to whether Internet connections and other special installations or any rental furniture or services are required. These shall be invoiced separately. Instructions for such services that are given only shortly before or during assembly shall be subject to a surcharge in addition to the regular invoiced amount. Posters, information sheets, etc. must not be affixed to the walls of the Halle 550/Stage One (this also applies to the outdoor area on the Halle 550/Stage One).

3.2.7 Special structures

Requests for permits for special structures that exceed the specified dimensions must be submitted to the Organizer in writing with a sketch of the dimensions at latest 20 day before the opening of the event. The same shall apply to lighting, company signage, floor coverings and decoration items that exceed the stand dimensions. Participants are not entitled to have their requests for special structures approved.



4 Legal

4.1 Right to make changes and amendments

The Organizer reserves the right to alter the terms of these Regulations at any time or to give instruction for their amendment. Exhibition participants will be notified of any such changes in good time.

4.2 Written form

All agreements, individual approvals and special provisions require the written form.

4.3 Forfeiture of claim

All claims against the Organizer must be made in writing within 14 days of the end of the Exhibition. Claims pertaining to technical installations must be made by the last day of the Exhibition at the latest. Claims made later shall not be considered.

4.4 Governing law, place of performance and place of jurisdiction

All legal relationships between the Exhibition participant and the Organizer shall be governed by Swiss law. **Zurich**, as the place where BLOFELD Entertainment AG has its registered office, shall be the place of performance and exclusive place of jurisdiction both for participants resident abroad and those resident in Switzerland.

4.5 Miscellaneous terms

The Exhibition Regulations of the Exhibition and the Regulations governing the use of the exhibition halls shall apply.

Zurich, Augst 15, 2023

The Organizer of the **photoSCHWEIZ** Exhibition:

BLOFELD Entertainment AG