

# 2022 ERA GLOBAL Conference, Las Vegas

19<sup>th</sup>-21<sup>st</sup> September 2022

## ERA EUROPE\* General Conditions, Rules, and Regulations for the 2022 ERA GLOBAL Conference in Las Vegas

### Organizer

Organizer of the 2022 ERA GLOBAL Conference in Las Vegas is ERA Europe, Electronic Retailing Association Europe Chaussée d'Alsemberg 999 B - 1180 Brussels, Asbl, BE 0867.005.301, RPM Brussels.

\*According to its statutes, the registered association name is the Electronic Retailing Association Europe / ERA Europe. It is the understanding of the association to represent the global multi-channel home shopping industry. By a board decision, ERA Europe will brand its communication and activities, as far as legally permissible, as ERA Global and has initiated the necessary steps to change the registered name accordingly.

For these general conditions called

- ERA Europe -

### General Conditions

These are the general conditions for attendees participating at the 2021 ERA GLOBAL Conference Las Vegas from September 19<sup>th</sup> to 21<sup>st</sup>. These general conditions apply to all legal relations of the organizer and all companies or individuals that intend to or participate at the conference, covering all venues and events. Conference venues are in particular all locations rented by ERA Europe and in some cases subleased to attending individuals and companies as e.g. the show floor, meeting rooms, suites, educational venues, and outside venues for events. These conditions are valid for all contracts, legal obligations, all contractual obligations, or any other legal relationship resulting from the intent of or the participation attending of the conference or any of its venues. These General Terms and Conditions apply exclusively; deviating terms and conditions of attendees/attending companies that are not explicitly acknowledged in writing shall not be applicable.

ERA Europe hereby expressly objects to any reference to or counter-confirmation by the customer with reference to these terms and conditions.

### Registration/ Conclusion of contract

To participate in the conference, an attending individual or company has to fill out the online registration form. By filling out the form, the individual or company defines the specific package which they are booking for the conference (e.g. number of attendees, special conference tickets, meeting rooms, etc.).

At the end of the online registration process, the individual/company is requested to confirm the package by clicking the "finish" button. By doing so, the specific package for the conference is defined and a binding contract between the participating individual/company and ERA Europa is concluded.

Companies may, in writing, define individually customized packages (e.g. for suites, meeting rooms, sponsorship, etc.) In this case, a conference package is concluded once the parties have agreed on the package and confirm this in writing (minimum requirement email on the email addresses: [conference@era-global](mailto:conference@era-global)).

Companies must buy conference registrations for all attending employees. Each attendee must have their own individual conference badge.

### Cancellation/Refund Policy

A full refund will be made for written cancellations received before July 20<sup>th</sup>, 2022, subject to an administration fee of \$50. Cancellations received on or before August 4<sup>th</sup>, 2022 are eligible for a 50% refund. No refunds will be made after this date and FULL payment by the registrant will be due. Full payment is due by September 3<sup>rd</sup>, 2022. ERA Europe reserves the right to refuse admission to anyone who has not paid in full by the due date. ERA Europe reserves the right to cancel social events but will provide reimbursement or make alternative arrangements. If the conference is canceled, ERA Europe is not responsible for any airfare, hotel, or other costs incurred

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by registrants. All registrants are responsible for any visa arrangements necessary.

### **Force Majeure**

ERA Global has agreed with the Hotel on a specific force majeure regulation. If our event will be fully canceled on the base of this agreement, we will reimburse all of our registered attendees.

Attendees may choose to forward the payments made as a deposit payment to one of the next (e.g., Summer or Autumn 2023) ERA Global events.

ERA Global is not and cannot be held liable by any party if the event is canceled due to force majeure or any public authority decision.

### **COVID 19**

ERA Global has defined mandatory COVID 19 rules which will have to be adhered by all guests to ensure the safety and health of all or our attendees. Non-adherence may lead to exclusion and liability claims.

### **Admittance to the show**

ERA Europe reserves the right to not admit applicants as exhibitors or attendees to its show. The ERA GLOBAL Conference admits only companies and commercial entrepreneurs as defined in § 14 of the German Civil Code.

### **Substitution Policy**

Substitution of registrations from the same company is permitted prior to the conference and on-site. Only one substitution is permitted per original registration. The individual submitting the substitution request is responsible for all financial obligations (any balance due) associated with that substitution as well as updating any contact information. Substitutions cannot be made after a badge has been issued.

### **Group Badge Distribution/Pick-Up**

Group badge pick-up is permitted although not encouraged. In the event that one person from a company collects badges for multiple employees, that person accepts full responsibility for those badges. ERA Europe will not re-issue badges directly to those individuals.

### **Badge Wearing**

Attendee badges must be worn at all times. The attendee badge includes both the lanyard and the badge holder. Failure to wear the complete attendee badge, including the lanyard, may result in the confiscation of the badge.

### **Badge Sharing**

Each badge is intended for the exclusive use of the person named on the badge. Business cards cannot be used in place of or inserted on top of badges. In the event that two or more individuals are found to be sharing a badge, the badge will be immediately voided and no refund issued. Voided badges will not be available for re-issue. Attendees may be asked to show valid identification. Failure to present a photo ID matching the name on the badge in question upon request will result in the forfeiture of the badge.

### **ERA Europe Member Pricing Policy**

In order to receive ERA Europe member pricing for all ERA Europe events, the member must be in good standing at the time of registration AND at the time of the event. If ERA Europe membership has lapsed, the individual will be required to pay the difference between ERA Europe member and non-member rates before an attendee badge is provided.

### **Company Name Policy**

In order to receive member pricing, the company name on the attendee badge must match the company name on the ERA Europe membership.

### **Consent to Use of Photographic Images/Photography**

As owner and organizer of the event ERA Europe has the right to photograph/film/recorded during the event "2022 ERA GLOBAL Conference in Las Vegas" (19<sup>th</sup>- 21<sup>st</sup> September 2022) Art. 6 (1) f GDPR. I am aware that ERA Europe has the right use any panoramic picture or film sequence notwithstanding the fact that I may be displayed there.

ERA Europe would like to use individual photos/recordings (or photos/recordings where I am displayed but are not panoramic) of me to disseminate information about 2021 ERA GLOBAL Conference Las Vegas. The material will be used in both printed and digital form on various channels where ERA Europe disseminates information about its activities: Facebook, LinkedIn, Instagram, Vimeo, YouTube and websites. The images will be used for 5 years.

ERA Europe will collect individual consent for the usage of the data upon registration, which can be withdrawn at any time.

The photographic rights for the exposition are reserved by ERA Europe. Photography of booths/pavilions other than your own is strictly prohibited. ERA Europe reserves the right to remove anyone who is photographing the conference or any booths therein without express written pre-show approval from ERA Europe.

## Suites

ERA Europe has reserved all Hotel Suites for the conference period. Hotel Suites can only be booked for the entire period of the conference, i.e. from Sunday, September 18<sup>th</sup> to Thursday, September 22<sup>nd</sup>. Individual, daily bookings are not possible. Suites may only be booked with a full (3 day) registration.

Individuals or companies that have booked suites will only conduct business meetings in their suites with individuals/companies and their representatives that are registered for the 2022 ERA GLOBAL Conference in Las Vegas. ERA Europe will provide a list of all registered individuals to all suite holders to enable them to cross-check if their business meetings are properly registered. Suite holders are requested to inform ERA Europe of non-registered companies or individuals soliciting business meetings at their suites.

## Laws of Unites States/ Regulations of the Hotel

Attendees adhere to the laws of the US, especially but without limitation regarding regulations concerning the security at expositions. Attendees accept all rules set up by the hotel regarding the exhibition floor and security in general. ERA Europe reserves the right to immediately exclude an exhibitor from the exhibit when any of the above-stated regulations are infringed. In this case, no refund will be made to the exhibitor.

## Liability

The attendee/contract partner declares and guarantees that he shall provide all exploitation rights required from third parties to exhibit or display products or services at the 2022 ERA GLOBAL Conference Las Vegas. He declares and guarantees that the displayed products and any other activities shall not infringe on any rights or rights according to the copyrights act, the competition act, trademark law or any other contractual or legal regulations. The exhibitor/contract partner will hold harmless and indemnify ERA Europe in that context against all claims of third parties which are made with regards to obligations and guarantees, products displayed or any other unlawful or contractual breach of the exhibitor/contract partner in relation to the ERA GLOBAL conference. This also refers to the cost of any necessary legal representation.

## Liability of ERA Europe

ERA Europe shall only be liable to an unlimited extent for damages caused by ERA Europe's willful or gross negligence.

In cases of simple negligence, the parties shall only be liable, no matter for what legal reasons, for the breach of essential contractual duties. In the case of simple negligence, the claim for damages is limited to the typical damages which are foreseeable for the contract. In all

cases, the claim for damages is limited to the amount spent by the attendee/ attending company at the conference, capped at a maximum amount of \$ 5.000.00 (EURO five thousand).

The compensation of indirect damages, follow-up damages, and profit miss of the attendee/ attending company is excluded.

The liability restrictions shall not apply to damages from the injury to life, the body, or the health of a person as well as liability according to the Product Liability Act.

Insofar as the liability of the parties is excluded or limited according to this article, this shall also apply to the personal liability of the legal representatives, employees, and vicarious agents of the party.

All liability claims against ERA Europe with the exception of the liability owing to willful intent shall become statute-barred within twelve months. The statute-of-limitations shall begin with the knowledge of the circumstances which substantiate the claim and the person of the debtor, however not before the establishment of the claim.

## Penalties

In order to prevent damage to the association and its members, ERA Europe is obliged to implement contractual penalties for dishonest and fraudulent behavior of attending companies and individuals.

- Individuals which are on conference venues and events without a valid registration agree to pay the full price of a valid registration. Additionally, they agree to a contractual penalty of \$1.000.
- Companies or individuals that intentionally share their badges with non-registered individuals agree to a contractual penalty of \$1.000.- per sharing.
- Suite owners that conduct business meetings with non-registered individuals agree to pay a contractual penalty of \$ 500.- per non-registered individual present at each meeting.

The plea of continuation of the violation is precluded. ERA reserves the right to take further legal actions (which might imply not only indemnification of further damages as well as penal consequences.

## Applicable right/ Place of jurisdiction

This contract is subject to German Law under the exclusion of the CISG. The place of jurisdiction for potential disputes of cases up to \$5.000, if legally permitted, is Starnberg, for disputes above this amount, it is Munich.

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individual booths clean during the conference is the responsibility of the exhibiting company.

#### **Entire contract/ amendments**

Implied, oral, or written agreements do not exist. Changes or amendments to this contract must be done in writing. The same applies to the suspension of a particular clause

#### **Amendments or Modifications**

ERA Europe reserves the right to adjust or modify these general conditions. This applies only if a modification is required due to changes in legislation, jurisdiction or due to economic circumstances. ERA Europe will immediately notify all affected parties in writing of the necessary changes. ERA Europe will allow a suitable period of time for the parties to accept these changes or cancel the contract.

#### **Additional regulations for Rules and Regulations for Exhibitors, Extra Meeting Space & Business Club Seat Holders**

#### **Cancellation of Space (registration form)**

Cancellations received on or before August 4<sup>th</sup>, 2021 are eligible for a 50% refund. No refunds will be made after this date and FULL payment by the registrant will be due. **Full payment is due by September 3<sup>rd</sup>, 2021.** ERA Europe reserves the right to refuse admission to anyone who has not paid in full by the due date. ERA Europe reserves the right to cancel social events but will provide reimbursement or make alternative arrangements. If the conference is canceled, ERA Europe is not responsible for any airfare, hotel, or other costs incurred by registrants. All registrants are responsible for any visa arrangements necessary.

#### **Changes in the Exhibition Set up Plan**

ERA Europe reserves the right to make minor alterations to the exhibition site plan as necessary and to accommodate the requirements of the venue, the delegates, and the exhibitors. Any change will be confirmed in writing.

#### **Free Flow of Delegates**

Nothing may impede the free flow of delegates in the aisle, i. e. nothing may be built in the aisle, nor may furniture or equipment stand in the aisle space.

#### **Cleaning**

The aisles and gangways of the exhibition areas will be kept free and clean by the hotel staff. Maintaining the

#### **Activities Outside of the Exhibitor's Booth**

All demonstrations or other promotional activities must be confined to the relevant company's booth. No exhibitor will be allowed to display signs in the common areas of the hotel without prior consent from the organizers. Stand personnel, including hostesses, are not allowed to distribute items of any kind outside the confines of the contracted exhibit booth.

#### **Disruption of other Exhibits**

ERA Europe reserves the right to restrict exhibits that, because of noise, method of operation, materials or any other reason, become objectionable. No microphones or loudspeakers are to be used on the exhibition floor.

#### **Force Majeure**

If performance by either party is prevented, restricted, or delayed due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents, or acts of God beyond the reasonable control of the party due to perform, the party so affected shall be excused from performance to the extent of such prevention, restriction or delay. No party shall have any liability to any other party for delay or non-delivery in the performance of its obligations under this Agreement, when attributable to acts of God, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, war, riots, labor disputes such as strikes or lockouts, sabotage, unusually severe weather or any other cause beyond the reasonable control of such Party.

#### **Security**

Although security will be provided for the overall protection of the exhibition, exhibitors are entirely responsible for the security of any goods or personal belongings brought to the exhibition. Also please note that exhibit booths must be staffed by at least one person during the exhibition opening times.

#### **Liability**

ERA Europe cannot accept responsibility for damage caused by an exhibitor nor for loss sustained by an exhibitor. Exhibitors must carry full liability insurance for themselves, their employees, and their subcontractors. The hotel-appointed subcontractors are fully covered.

The exhibitor/ contract partner declares and guarantees that he shall provide all rights required for exploitation from third parties to exhibit or display products or services at the Multi-Channel Home Shopping Conference. He declares

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and guarantees, that the displayed products and any other activities shall not infringe on any rights or rights according to the copyrights act, the competition act, trademark law or any other contractual or legal regulations. The exhibitor/contract partner will hold harmless and indemnifies ERA Europe in that context against all claims of third parties which are made with regards to obligations and guarantees, products displayed, or any other unlawful or contractual breach of the exhibitor/contract partner in relation to the Multi-Channel homes shopping conference. This refers also to the cost of any necessary legal representation.

•There is no use of smoke, fire or any flammable agent permitted in the conference space.

•We do not allow any kind of cooking or outside food in the function rooms due to our fire and health codes (for exceptions please contact the hotel).

•Fireworks are strictly prohibited throughout the Hotel.

## Hotel Restrictions

### Security

Security can be arranged through the Convention Services Department at a surcharge. We shall not be responsible for any values stored in the meeting rooms.

### Security rules

In case of an emergency please use the designated exits. Please stay calm and follow the instructions of the hotel staff. In case of an evacuation please leave the building immediately.

### First Aid

The hotel has Basic EMT Trained Security Staff on duty 24/7. We provide this service for all guests of the hotel and attendees of meetings and events.

Branding is permitted in contracted conference space with pre-approvals of all locations and content required. Please consult with the Conference Services Manager.

- No items may be hung or placed on the walls, implying tape; screws, etc.
- They do not leave any permanent marks or damages.
- They do not block any emergency exits, fire alarm studs, fire extinguishers etc.

•All ceiling rigging must be requested and approved in advance and is handled exclusively by Encore.

•Meeting rooms will be locked each evening and opened each morning. A proper COI for the contracting company must be on file prior to the event. The hotel is not responsible for items left in conference spaces.

•Emergency exits, escape routes, fire alarm studs, fire extinguisher etc. have to be accessible at all times and shall not be covered or moved.

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