

TERMS & CONDITIONS TO EXHIBIT AT LDOLL FESTIVAL 2020

1. About Ldoll

Ldoll Festival is a public trade fair organized by the Ldoll association, housed at 14 impasse Bonneton, 69530 Brignais.

Ldoll Festival aims at:

- Creating a pleasant, dynamic meeting place where professionals, artists and amateurs of the Asian ball-jointed doll collecting world can get together, exhibit and sell BJD related products;
- Promoting the artistic talents linked to the BJD hobby and developing the BJD market in Europe.

2. Location, dates and opening hours

Ldoll Festival will take place at Double Mixte: 43 bvd du 11 novembre – 69100 VILLEURBANNE – France.

Public opening hours:

- Saturday, October 24th, 2020: 9:00 AM – 7:00 PM
- Sunday, October 25th, 2020: 9:00 AM – 5:00 PM

Exhibitors opening hours:

- Saturday, October 24th, 2020: 7:00 AM – 7:00 PM
- Sunday, October 25th, 2020: 8:00 AM – 10:00 PM

3. Exhibit space specifications

Depending on the chosen contract, exhibit spaces include a 3,2m x 0,6m table space, a 2,4m x 0,6m or 1,6m x 0,6m table space. Exhibitors may customize their exhibition space in the limits of the Terms & Conditions agreement.

4. Stand categories

Restrictions on the price of items sold apply depending on the exhibitor's chosen stand category. There is no value limit on items sold on stands A and B. On stand C, the value of each item sold on the stand must be lower or equal to 400€. On stand D, the value of each item sold on the stand must be lower or equal to 150€.

All items must have a visible price tag on the tables. The Ldoll team may check that prices are featured and correspond to the category of stand booked.

If an item does not respect the price chart, the Ldoll team is entitled to have the item removed from the stand.

5. Items for sale and on display

Only items related to dolls are allowed to be sold at the Festival (dolls, accessories, goodies related to dolls or to the universe of the exhibitor's dolls).

The Ldoll organizers in their sole and absolute discretion may refuse the exhibition of any product, service and/or material which they deem to be substantially inappropriate for some audiences, in poor taste, or otherwise objectionable to attendees. Anything discriminatory is strictly prohibited. Items of a sexual nature may be sold but may not be displayed as such on the tables.

6. Ldoll staff attendance

The Ldoll staff will be present throughout the Festival to assist Exhibitors and to answer all questions.

7. Exhibit space occupancy

All exhibits must be in place in their assigned spaces by 9:00 AM on Saturday 24th at the latest. Dismantling may not begin before the Event is officially closed, on Sunday 25th at 5 PM. During official opening hours, Exhibitors may not leave their spaces unattended. Surveillance of Exhibitor's exhibit material is not ensured by the Ldoll staff.

No animal is allowed in the exhibition facility, with the exception of service dogs.

8. Exhibit space subletting

The subletting of exhibit spaces is strictly forbidden without the prior written permission of the Organizer.

9. Exhibit space decoration

Exhibitors may fully customize their spaces under the condition that they do not damage the supplies provided by Ldoll – such as chairs, tables or wall panels. Exhibitors may only use fireproof materials to install and decorate their spaces. Exhibitors may not display beyond their allotted space. The Organizer reserves the right to remove or modify any portion of exhibit display that detracts from the general character of the Event, represents a security risk, obstructs or interferes with the privileges of other

exhibitors, disturbs visitors, or that does not comply with the exhibit options of the chosen exhibitor contract.

10. Advertising at Ldoll Festival

Exhibitors may not sell nor hand out advertising material of any kind out of their own exhibit space. Registered exhibitors only may pursue commercial activities at Ldoll Festival.

11. Exhibitor's catalogue

The Organizer reserves the exclusive right to edit a catalogue containing the Exhibitors' information. Exhibitors must provide their full details in the Exhibitor's Information section of the admission form. Exhibitors shall not be entitled to take any legal action against the Organizer or the printer regarding any errors or omissions, of whatever kind. The Organizer cannot guarantee that any applications less than one month prior to the trade fair opening date will be entered in the Festival directory.

12. Exhibitor badges

Each contractor will receive the number of exhibitor badges requested in their contract the day of the festival. First name, last name and title of recipients must be transmitted to the Organizer by August 31st, 2020 at the latest.

13. Admission

The company, association, or person that applied for exhibit space rental and agreed to enter into this contract is admitted as Exhibitor only upon acceptance by the Organizer. Submission of the application form does not in itself constitute an agreement of participation. The Organizer shall examine all cases and shall be entitled to reject any application or portion of exhibit without having to justify its ruling. The applicant may not choose the location of their exhibit space inside the Festival. Insofar as possible, the Organizer will take into account the wish of two applicants to be placed next to one another. The Organizer reserves the right to determine final placement of the Exhibitor. The Exhibitor may not demand the exclusion of their competitors as condition to their participation.

The Organizer reserves the right to limit access to the Festival and to limit the number of exhibitors if security of attendees is at risk.

14. Confirmation of exhibit space rental

Applicants submit an online registration form to book a stand at Ldoll Festival. Once the form is submitted, the applicant will receive an invoice and payment details by email to complete their

registration. Admission is pronounced by means of an official email from the Organizer after reception of full space rental fee. Regarding layaway payments, stand bookings are confirmed after reception of the first payment, but admission to the festival is only confirmed if full space rental fee has been paid. After receiving their invoice, applicants have 7 days to complete their payment.

15. Confirmation of exhibit space location

Location of exhibit space is announced by means of an official notice from the Organizer by means of the floor map of the event. The Organizer decides on stand placement.

16. Payment information

The total cost of participation must be paid in one or several installments depending on the chosen stand type. The first installment must be paid within seven days after receiving the payment invoice has been issued by email by the Organizer. Rental fees include space rental, flat rate participation to maintenance (cleaning, waste disposal, heating, ventilation, surveillance, charges, general power supply) and to event venue liability and fire insurances, as well as mention in the Festival floor plan and paper or Web catalogue.

Exhibitors must submit a request in writing to the Organizer for any additional equipment or furnishings not provided in the exhibitor contract and that they wish to order, at least 30 days before the event opening.

The Exhibitor shall not install any construction without the prior written permission of the Organizer. The Exhibitor orders all extra services (constructions, advertising material....) at their own expense.

Exits, fire stations, fire extinguisher equipment and electrical boxes must not be obstructed. Exhibit space location next to security equipment or support pillars does not entitle to any discount on rental fees.

All payments must be issued in Euro. Late payment cancels all prior confirmation of admission.

In the event that the contractor is excluded from the event and loses their Exhibitor's rights, they remain bound by their registration contract and will have to pay the full amount, as per the signed contract.

17. Cancellation and exclusion

The Exhibitor shall have the right to cancel this contract by notice in writing within seven days after receipt of the admission confirmation. Exhibitor's withdrawal is at their sole discretion. Cancellation request must be submitted to the Organizer in writing by registered letter.

Cancellations will be subject to charges according to the following schedule:

- Within eight weeks prior to the opening day of the Festival: Exhibitor must pay 50% of total rental fee.
- Less than eight weeks prior to the opening day of the Festival: full amount of fee is due.

These cancellation charges are independent from any civil or criminal penalty that may befall the Exhibitor in case of legal dispute with the Organizer or a civil party.

- If an Exhibitor fails to occupy their space by 2:00 PM on Saturday October 25th 2020, for whatever reason, the Organizer reserves the right to reallocate the space, without liability to refund any charges paid or due by the Exhibitor.

- In the event that the Exhibitor behaves inappropriately, or leaves their space unattended during the exhibit hours, the Organizer will issue a warning. At the second offense, the Organizer shall have the right to close the Exhibitor's space and no refund will be due to the Exhibitor.

- In the event that the Exhibitor's admission has been granted based on false or incomplete information, or an inaccurate interpretation thereof, or that the conditions of their admission are no longer met, the Organizer reserves the right to revoke approval of their admission.

- If the Organizer cancels the Festival due to circumstances beyond their reasonable control, Exhibitor is not entitled to any form of compensation. However, special dispositions regarding refunds are detailed in article 23.

18. Restrictions on decoration

Nothing shall be attached to or constructed on any of the stairways and emergency doors. Gangways must at all times be left clear and free for passage.

Explosives, easily inflammable materials and all dangerous, harmful, or objectionable substances are strictly forbidden in the exhibition facility – such as gas, benzene, acetone, oil, alcohol, butane or propane gas, etc.

19. Sound level

Mechanical or electrical devices which produce sound or light variations must be operated so that these do not prove disturbing to other exhibitors. Music shall not be broadcast nor performed in a means of promotion in the exhibition hall.

The Organizer reserves the right to determine acceptable levels in all such instances. Any exhibitor who continues to cause a nuisance after notice has been given will be liable to have their exhibit space closed by the Organizer at the Exhibitor's expense and risk. Exhibitors using copyright recordings will be responsible for obtaining permission/paying royalties as required.

20. Exhibitor responsibility

The Exhibitors are legally responsible for all damage to exhibition land or buildings during transportation, installation, operation or removal of their equipment. Exhibitor is liable for all damage associated with, resulting from or arising in connection with their participation or presence at the Festival, including, without limitation, all risks of theft, harm, damage or injury to the person (including death) and to property. Exhibitor will indemnify the Organizer against all claims and expenses arising

therefrom. Exhibitor is sole responsible for subscribing public liability insurance. The Exhibitor is responsible for any fines, court fees, and all other costs that may arise therefrom, even if they have not subscribed liability insurance.

21. Surveillance

The Organizer will provide daily and nightly security in the exhibition facility during the entire period of the exhibition, including the installation and dismantling periods. Whilst every reasonable effort will be made to prevent theft, the Organizer cannot be held responsible for the theft of the Exhibitors' goods and personal belongings (such as laptops, dolls, clothing, jewelry or other valuable goods), nor assume responsibility for damage to their property. Exhibitors relinquish all claims for indemnity against the Organizer. This exclusion of liability is not restricted by the surveillance measures of the Organizer. Exhibitors are advised to insure against these risks and be watchful at all times.

22. Legal conditions

Any failure to comply with the terms and conditions shall be cause for immediate, temporary or final exclusion of the offending Exhibitor, without liability from the Organizer to refund any charges paid by the Exhibitor. The Exhibitor shall hold the Organizer harmless in respect of any liability (whether criminal or civil) incurred by the Exhibitor.

The Organizer in its sole judgment may refuse to consider for participation in future events held by the Organizer an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations.

Permissions, individual agreements or derogations do not become binding until the Organizer has issued written confirmation of acceptance. Any complaint regarding technical equipment shall be made in writing to the Organizer by the last day of the event and addressed to Association Ldoll – 14 impasse Bonneton, 69530 Brignais – France. After expiry of this time-limit no complaint will be entertained. The Exhibitor agrees to submit any complaint to the Organizer prior to contacting legal authorities. The Organizer must be in possession of the written complaints at the latest three days after event closure. In case disputes are not settled in an amicable way between the parties, the French Legislation in force shall apply and the parties shall address to French courts in metropolitan France.

23. Force majeure and Order to cancel

In the event that the Organizer cancels the Festival due to force majeure or an issued order to cancel, Exhibitors relinquish all claims for indemnity against the Organizer. However, the Organizer plans two possible alternatives.

- The Organizer reserves the right to postpone the festival to a later date. Exhibitors may attend at the same conditions for no extra fees.
- Or the Organizer will give a partial refund to the Exhibitor. Fees will be retained to make up for the booking of the event hall and all the services that the organizer cannot cancel for free (such as equipment rental). These fees will be divided by the number of exhibitors, while taking into account stand categories.