

华南国际美容博览会赞助和展览条款与条件

1. 定义

本条款中，以下术语具有下列含义：

- 1.1. 申请表：**是指约定了套餐的具体内容，将本条款作为附件和/或以引用方式包含本条款的申请表，或者指主办方自行决定选择接受的、规定了套餐具体内容的所有其他文件；
- 1.2. 日期年：**是指从1月1日起算到12月31日为止的完整十二（12）月的期间；
- 1.3. 客户：**是指申请表中所列的、购买套餐的个人、公司、组织、协会或其他实体；
- 1.4. 条款：**是指本条款与条件；
- 1.5. 合同：**是指本条款与申请表的统称；
- 1.6. 数据保护法规：**是指在主办方或客户处理个人数据的区域、举办展会的区域、提供套餐任何内容的区域和/或主办方或客户设立的区域适用的，与数据和隐私保护有关的所有法律；
- 1.7. 设备：**是指任何参观者证件扫描应用或条形码扫描设备；
- 1.8. 目录：**是指任何线上产品和/或服务目录或其他清单（无论是否仅突出介绍展会或其他活动的参展商、赞助商或参加人员），包括但不限于配于功能；
- 1.9. 目录内容：**是指由客户和/或其工作人员（无论通过直接上传到目录或任何其他方式）提供的，以包含在目录中的任何内容、资料和其他信息；
- 1.10. 展会：**是指由主办方组织的展会、会议、展览或其他活动，具体参见申请表；
- 1.11. 费用：**是指客户就申请表中所列套餐应付的费用；
- 1.12. 不可抗力事件：**是指超出主办方合理控制的事件或情况（包括但不限于政府监管和应用、制裁、禁运、军事行动、恐怖主义行为或战争、暴动或暴乱、流行病、火灾、火灾、洪水、干旱、地震、自然灾害、王室或君主去世、第三方承包商/供应商未履行义务、展会场地损坏或取消、劳资纠纷、公用服务中断/故障，或核污染、化学污染或生物污染）；
- 1.13. 知识产权：**是指现在或此后在全球范围内的商标、商号、域名、标识、设计权、版权、数据库权、人身权、商誉、保密权、专有技术、商业秘密及任何其他知识产权或类似权利，无论前述各项是否已注册；
- 1.14. 手册：**是指主办方不时更新的，就展会向客户提供的任何手册或服务指南；
- 1.15. 营销服务：**是指申请表中所列赞助的营销服务项目（包括但不限于通过推广活动向第三方发送电子邮件）；
- 1.16. 资料：**是指客户和/或其工作人员提供的任何内容、资料及其他信息（包括但不限于客户名称、简介、产品和/或服务说明、标识、复制件、文本、图片、音频、视频、插图和/或主题会议数据）；
- 1.17. 开放日：**是指展会计划向公众开放的具体日期；
- 1.18. 主办方：**是指申请表中所列提供套餐的单个实体；
- 1.19. 主办方集团：**是指主办方及其关联方；
- 1.20. 业主：**是指展会场地的业主、管理人和/或经营者；
- 1.21. 套餐：**是指客户就申请表中所列展会购买的展位和/或赞助和/或目录和/或设备套餐（套餐可以由各方不时更新）；
- 1.22. 工作人员：**是指一方就展会聘请或雇佣的员工、顾问、代理人、其他代表或承包商（或该等承包商的员工、顾问、代理人或其他代表）；
- 1.23. 应报告的数据破坏行为：**是指导致个人数据遭到意外、擅自或非法定处理、销毁、丢失、损坏、更改或访问的任何破坏个人数据安全的行为；
- 1.24. 展位：**是指向客户分配的任何展位，具体以申请表中所列的为准；
- 1.25. 赞助：**是指申请表中所列套餐的任何赞助和/或推广内容（包括但不限于广告、营销服务和/或为主题会议提供赞助、资助和/或举办的机会）；
- 1.26. 展会场地：**是指举办展会的场地。

2. 套餐（请仔细阅读本条款）

2.1. 申请表在提交给主办方后，即构成客户根据本条款购买套餐的要约，且不得被客户撤销。提交申请表并不保证客户(i)能获准在展会展览或者能参加展会；(ii)能获得在展会展览场地的特定展位或展区；和/或(iii)能获得其所要求的套餐（包括但不限于展位和/或赞助）。主办方保留拒绝接受申请表的权利。仅在主办方(通过电子邮件或其他方式)向客户发送承诺确认书时构成具有约束力的合同并生效，无论客户是否收到该确认书。除本条款另有规定外，对合同的任何变更，包括但不限于对套餐的任何更新，仅在双方达成书面变更协议后生效。本条款适用于合同，并排除适用客户寻求引入或添加的任何其他条款，或交易、惯例、实务操作或交易习惯中隐含的任何其他条款。

3. 费用

3.1. **（请仔细阅读本条款）** 客户应当根据申请表中规定的付款条款，使用可用的资金支付费用。如果客户将费用（或其一部分）支付至主办方或客户指定的付款银行账户，主办方对此不承担任何责任。尤其是，因第三方支付损失，包括但不限于虚假变更银行账户信息、身份信息被窃或其他欺诈行为，导致客户和/或其工作人员遭受任何损失，主办方对此不承担任何责任。客户将费用支付至主办方指定的银行账户，仅是客户根据合同履行付款义务的行为。若客户收到任何通知，被告知主办方的指定银行账户发生变动的，客户应直接向主办方核实该等信息的真实性。在不影响主办方享有的任何其他权利或救济的情况下，如果在付款到期日，主办方的指定银行账户没有收到客户使用已结算的资金所支付的费用，主办方有权采取以下行动：(i)拒绝客户及其工作人员参加展会；(ii)拒绝和/或取消提供套餐的任何项目；和/或(iii)自付款到期日起按照工商银行中国（HSBC Limited China）不时公布的基准贷款利率加4%的年利率按日收取逾期款项的利息，每季度计算一次复利，直至逾期款项清结为止，不论在判决之前或之后支付。主办方采取前述行动的，客户无权要求主办方退还客户就套餐已付费用的任何一部分，且仍应当足额支付到期费用。

3.2. 双方约定：主办方有权全额收取费用；除支付费用外，任何(i)银行手续费及其他汇款费用；和(ii)相关增值税、商品和服务税、销售税和/或服务税，还应当向客户自行缴纳。如果全部或部分费用需要缴纳于预先报税，客户应当向相关税务机构缴纳，并向主办方提供有效的完税凭证。客户未能提供完税凭证，或者主办方未能获得预报税凭证的，应当增加费用的数额，所增加的款项应等于预报税的补偿金额（包括但不限于就增加部分所缴税款按“退税还原”应当支付的任何必要款项）。

3.3. 客户确认并同意，为了安全、有效举办展会，业主和/或主办方可能需要第三方提供某些服务，包括但不限于公用设施（如电力）连接和消耗、展位/标准展位方案检查/健康安全检测等服务。该等服务由业主和/或主办方指定的承包商提供。客户应当使用该等承包商提供的服务，这是合同规定的一项条件。该等服务收费的“**（承担费用）**”，以手册或主办方在开放日前另行提供的书面文件中规定的为准。客户应根据相关承包商的付款条款，自行负责直接向相关承包商支付承包费用。客户未能根据该等付款条款支付承包费用的，主办方有权自行决定(i)支付该等承包费用，并随后直接向客户收取该等费用；或(ii)视为客户严重违反合同，且违约行为不可补救，主办方可行使第15.1条规定的主办方权利。

4. 客户的一般义务

4.1. 客户应当遵守(i)一切法律（包括但不限于与反贿赂、反腐败、贸易制裁、反现代奴隶制、出口管制有关的一切法律）；(ii)主办方和/或业主不时就套餐的任何内容发布的所有规则、规定和指示（包括但不限于有关健康、安全和安保要求的规则、规定和指示）；(iii)手册中的规定，包括但不限于手册中规定的所有运营要求。

4.2. 客户陈述、保证并承诺：(i)其拥有订立合同和履行合同项下义务的权利和权限；(ii)代表客户签署合同或依法接受合同的人拥有从事前述行为的必要权限。

4.3. 客户及其工作人员不得(i)实施任何冒犯、骚扰、滋扰主办方、业主和/或展会的其他参加人员，或者给前述之人造成不便的任何行为；(ii)实施任何可能对主办方的声誉造成不利影响的任何行为；和/或(iii)损坏或部分可他人损坏展会场地或其一部分或非客户财产的任何附着物或设施。

4.4. 在所有与套餐和/或展会有关的事项上，客户应当尊重配合主办方。在不限制前述规定的情况下，凡主办方合理要求的与套餐有关的信息，客户均应当提供，并确保该等信息的准确性。

4.5. 进入展会举办国家或区域所需的护照、签证及其他文件，由客户自行负责获得。客户和/或其工作人员因未能获得该等文件而无法参加展会的，客户仍应承担支付到期应付费用。

4.6. 客户参加展会展示展品所需的任何执照、监管批准、海关许可或其他同意，包括但不限于客户和/或其工作人员播放音乐或任何其他音频或视频资料所需的任何许可或同意，均应当由客户自行负责获得。

4.7. 客户同意，对于客户的资料（包括但不限于客户的名称、标识和简介），主办方可以(i)在任何展会指南、目录和/或展会的其他推广资料中公布；和/或(ii)在展会的网站上发布。虽然主办方尽合理注意义务公布/发布客户的资料，但主办方对可能存在的任何错误、遗漏或引用错误不承担责任。

4.8. **（请仔细阅读本条款）** 客户和/或其工作人员在未经授权对展会进行拍摄、录音、照相的行为，任何未经授权在展会中播放音频或视频资料的行为，均予以明确禁止。客户和/或其工作人员创作、(i)向主办方上传或(ii)发布或发布可能损害其违反第4.8条录制的以任何媒介传播的资料；(ii)任何该等资料在创作后，其版权及其他知识产权即且无条件属于主办方所有。

4.9. **（请仔细阅读本条款）** 客户确认并同意，主办方及其工作人员可以对展会进行拍摄、录音和摄影，包括但不限于对客户的工作人员进行拍摄、录音和摄影（“内容”）。客户同意让其工作人员知悉该等拍摄、录音和摄影行为。客户确认并同意主办方是内容的所有权利的唯一个人，并在此放弃(i)该等内容的所有权利及/或控制权；(ii)客户就该等内容或其使用享有的或因该等内容或其使用产生的任何及所有权利请求。在不限制前述规定的情况下，主办方可以为推广及其他目的，在全球任何地方使用内容，无需向客户支付任何款项或补偿。在可能的情况下，主办方将尽最大努力避免捕捉和使用展会参加人员（包括客户工作人员）的可识别的个人影像，且如果客户的任何工作人员不同意在展会的任何拍摄、录音和摄影中使用其图片，客户应当书面通知主办方。

4.10. 客户知悉并同意，合同的条款（包括但不限于费用数额）和手册的条款构成主办方的保密信息。客户承诺，其在任何时候均不得向第三方披露该等保密信息。

5. 数据保护（请仔细阅读本条款）

5.1. 每一方确认并同意，各自负责处理与合同有关的所有个人数据，包括但不限于根据数据清单（定义见第5.2条）处

理个人数据（取决于各自所适用的数据保护法，双方同意，每一方分别为《通用数据保护条例》（2016/679（欧盟）条例）所指的数据控制人、《中华人民共和国个人信息保护法》所定义的个人信息处理者、或其他适用的数据保护法定义的类似角色）。客户确认并同意，主办方可以使用部署在展会举办地以外的国家或地区的系统和平台来接收、存储和处理客户提供的个人数据。每一方(i)仅能根据数据保护法收集和/或处理个人数据，并根据数据保护法履行其义务，其不得以可能导致自身和/或另一方违反数据保护法的方式而行事；(ii)依法行事，按另一方的合理要求提供信息和数据，并提供合理的配合与协助，使另一方能够遵守数据保护法规的义务（包括但不限于为甲方的任何数据跨境处理活动）。客户声明并保证，在与主办方共享其个人数据中，已根据数据保护法获得每个数据主体的必要同意。一方知悉任何应报告的破坏行为，且该等行为涉及个人数据处理并与合同有关的，应当(i)及时向另一方提供有关该等破坏行为的具体信息；(ii)合理行事，配合另一方与数据主体和/或监管机构发出任何与该等破坏行为有关的通讯和/或通知；(iii)采取适用的数据保护法所要求的补救措施，以减少应报告的破坏行为可能对数据主体造成的不良影响。一方收到监管机构就个人数据处理发出的与合同有关的通知的，应当(i)向另一方提供该等通知的具体内容；(ii)合理行事，配合另一方就该等通知作出回复。主办方根据其隐私政策收集、使用、保护个人数据。有关该等隐私政策的详细内容，请点击[https://www.southchinaexpo.com/zh-cn/visit/Privacy-Policy]。

5.2. 在不影响第5.1条一般性规定的情况下，客户确认并同意，如果其从主办方收到套餐内含有个人数据的任何清单（“数据清单”），其应当(i)对数据清单保密，不得向任何第三方披露；(ii)仅能为了初步联系数据清单上的联系人使用数据清单，以答复在套餐服务的推广下联系人对客户个人信息和/或服务提出的询问；(iii)在主办方合理要求或数据保护法要求的时间（以两者中较早的为准），安全删除或停止使用全部或部分数据清单；(iv)在收到监管机构就客户使用该等清单发出的任何询问、投诉、通知和/或其他通讯时，由主办方提供前述文件的合理信息，并在答复该等监管机构时合理行事，配合主办方。客户确认并同意，主办方仅向甲方要求的限度内向客户提供全部或部分数据清单。主办方因遵守数据保护法向客户提供的个人数据的数量少于预期数量的，主办方不承担责任。

6. 与展位有关的特定条款

6.1. **（请仔细阅读本条款）** 主办方在其自行认为符合展会的最佳利益时，有权随时变更展会的平面图或展位规格，包括但不限于变更展位和/或展台的面积、形状或位置，和/或改变或关闭展会场地的入口、出口和通道。展位面积减少的，客户将按比例获得展位应付费用的相应退款。得展位应付费用的相应退款。

6.2. 主办方允许客户在展会在展示产品使用展位。该等使用并不构成租赁行为，客户对展位不承担任何其他权利或利益。客户只能在展位范围内从事业务，不得（亦不得允许任何其他人在）展会场地的任何其它区域进行任何展示或展览、散发宣传品或其他资料，或者以其他方式从事销售或招揽业务等活动。

6.3. 客户承诺(i)在展会的开放时间使用展位；(ii)在展会举行的整个期间确保展位（和展位内的展位）(a)配备合格的工作人员；(b)干净、整洁、展示良好、没有使用不安全的材料/物料及其他有害物品；(iii)在展会结束前不得关闭展位。

6.4. **（请仔细阅读本条款）** 客户不得展示任何与其自身商业活动没有关联的展品。任何展品没有正式的交货单或海关清关文件的，不得携带进入展会会场。展示任何交互式或可移动的展品必须先获得主办方的书面批准，并且只能在客户和/或其工作人员授权的人员在场的情况下操作。对于主办方合理认为符合以下条件的任何商品和/或展览或展示，主办方有权移除和/或制止，无需对客户承担任何责任，相关风险和费用由客户承担：(i)违反任何法律或/或其他相关法律法规/标准（包括但不限于《濒危野生动植物种国际贸易公约》（CITES）贸易条例或世界自然保护联盟（IUCN）发布的任何其他标准）；(ii)构成假冒商品和/或侵犯任何第三方的知识产权；(iii)可能导致犯罪；和/或(iv)在其他方面不遵守本条款。

6.5. 除非适用第6.6条的规定，客户自行负责展位布局的所有方面，包括但不限于展位模型或类似结构、管道和帷幕、标准展位、品牌推广和装饰等方面。除非已获得主办方的书面许可，展品不得超过展位模型的高度。非标准展位方案必须符合手册中规定的标准，并按手册中的规定提交批准。任何展位不同于已批准的方案或不符合该等标准的，主办方有权要求变更或拆除。前述变更和/或拆除的费用全部由客户承担。客户在不影响未来的期限内未能变更和/或拆除的，主办方可以变更和/或拆除，费用和/或风险由客户承担。经主办方要求，客户应当支付该等费用。

6.6. 客户仅在申请表中作出明确同意时，方负责客户的展位搭建前布局（包括展位模型或类似结构、管道和帷幕及标准展位）。展台的装饰和品牌推广的各个方面由客户自行负责。

6.7. **（请仔细阅读本条款）** 未经主办方事先书面同意，客户不得与任何第三方共享展位。主办方仅在展位共享人同意遵守主办方规定的任何条款、条件和限制时，同意客户与第三方共享展位。客户获准与第三方共享展位的，应当确保展位共享人及其工作人员遵守合同，但客户仍应自行负责整个展位，应当向展位共享人及其工作人员的任何行为或不作为（包括但不限于违反合同条款的行为）负责。除非主办方另行书面同意，客户应当确保在展会举办的整个期间，至少在场台配备一名工作人员。即使主办方已批准展位共享安排，客户仍应自行负责支付全部费用。

6.8. 客户和/或其工作人员仅能在主办方事先书面同意提供食品和/或饮料。在不限制前述规定的情况下，未经主办方事先书面同意，禁止客户携带酒精类饮料进入展会会场；且/或同意的，客户可能需承担支付开瓶费。

6.9. 除对客户消费者开放的展会和/或经主办方事先书面同意外，客户不得在展会的大厅内从事零售（和交付任何相关产品或/或服务）等活动。

6.10. 客户应当在主办方规定的展会结束后的时间，或在合同提前解除时，将展品从展会场地中清除，并以主办方最初交付给客户时的状态，向主办方交付完整、清洁的展位，此后在展位遗留的任何客户财产应当被视为被客户遗弃的财产，可以由主办方出售或处置，相关风险和费用由客户承担。

6.11. **（请仔细阅读本条款）** 如果客户和/或其工作人员违反第6条，和/或实施可能损害展会和/或其他展会参加人员的健康、安全和/或安全保障的任何活动，在不影响主办方享有的任何其他权利或救济的情况下，主办方保留关闭客户展位的权利，对客户不承担任何责任。

7. 与赞助（包括但不限于营销服务）有关的特定条款

7.1. 客户应当(i)在主办方规定的期限内，向主办方提供所有资料；和(ii)遵守主办方就所有资料规定的标准和技术要求。客户未能遵守前述规定的，主办方有权拒绝打印、发布或以其他方式使用部分或全部资料（但与赞助有关的所有费用仍应当在到期时足额支付）。

7.2. **（请仔细阅读本条款）** 客户陈述、保证并承诺，资料：(i)准确、完整；(ii)是客户的原创作品（客户为该作品的版权所有人），或者客户已从任何相关第三方（包括但不限于版权所有者和任何监管机构）获得资料的版权，并且资料任何其他相关许可、同意、批准、授权或允许，以使客户有权就资料向主办方提供资料，而不受任何限制，且资料没有侵犯任何其他人的权利（包括但不限于任何第三方的知识产权）；(iii)无任何诽谤、淫秽、威胁、恐吓、攻击、辱骂或欺诈的内容；(iv)不以任何方式违法，不违反任何法律，不煽动或怂恿他人违反任何法律；(v)现在没有、且此后也不会成为任何勒索、要求、留置权、权利主张或任何种类之权利的要求对象，而该等索赔、要求、留置权、权利主张或权利可能或将会影响主办方在提供餐食时使用资料；和 (vi)以数字形式提供的，不含有任何病毒及任何其他恶意软件或任何种类的破坏性内容，且不会对主办方的任何系统、出版物、网站、平台、媒体或其他财产的运行和/或前述各项的用户产生不利影响。

7.3. 虽然主办方在提供含有资料的任何成果时应当尽到合理的注意义务，但主办方对可能发生的任何错误、遗漏或缺失并不承担任何责任。在不限于前述规定的情况下，主办方无法保证并入资料的颜色匹配准确，资料中使用的任何颜色用于图形和文本指引。所有资料需经主办方批准（但是，尽管主办方上述批准，客户仍应当自行对该等资料承担责任）。主办方保留在收到资料后随时拒绝使用任何资料的权力。主办方应当尽合理努力，提供申请表中规定的赞助面积、位置和信息，但在对该等赞助面积、位置和信息作出合理变更时不承担责任。

7.4. 客户在此向主办方授予免费使用权、非排他性、全球范围内的许可，允许客户方便使用和/或资料生成和客户信息。客户确认并同意，鉴于准备前述资料需要花费的时间和费用，如果合同解除，主办方可以自行决定，在合同解除后继续使用被该等资料和客户信息，只要主办方从展会相关的任何资料中删除前述资料和客户信息所需花费的时间和费用不能使用该等资料和客户信息。

7.5. 如果全部或部分赞助由营销服务组成，客户应当尽商业上的合理努力遵守申请表中载明的交付时间表。如果该等营销服务包括以“活动”的方式向第三方发送电子邮件，客户应当向主办方要求时，(i)不迟于活动及/或前五（5）日获得并向主办方提供真实、准确、完整的退订列表（该列表应包含那些选择退出或取消订阅客户和/或其任何关联公司发出的，或者与客户、该等关联公司有关的通讯的个人信息邮件地址；以下简称“退订列表”）；(ii)在有关活动启动前，如客户要求退出或取消订阅，以主办方规定的格式，立即向主办方提供相应退订列表。主办方在开展营销活动时按客户和/或其工作人员提供的电子邮件地址发送电子邮件的，客户应陈述、承诺并保证，其已获得向电子邮件接收人发送电子邮件所需的一切同意许可，任何该等电子邮件地址不会出现在退订列表中。因客户和/或其工作人员违反第7.5条，导致主办方和/或主办方集团的任何成员公司发生或遭受任何损失、损害、索赔或费用（包括但不限于与任何监管当局或监管机构有关的损失、损害、索赔或费用），或者前述损失、损害、索赔或费用对客户和/或其工作人员违反第7.5条的行为有关的，客户均应当向主办方赔偿。

7.6. **（请仔细阅读本条款）** 如果客户和/或其任何工作人员违反第7条，在不影响主办方享有的任何其他权利或救济的情况下，主办方保留采取以下行动的权利，无需对客户承担任何责任：(i)中止和/或停止使用任何资料；和/或(ii)拒绝和/或停止提供赞助的任何内容。

8. 与目录有关的特定条款

8.1. 如果客户购买套餐中的目录条目，则适用本条款第8条的规定。申请表可以规定客户需要购买与展会有关的目录条目。

8.2. 客户有权维持目录条目有效的期间，以及客户在目录中的宣传范围及相关权益，以申请表中约定的为准。

8.3. **（请仔细阅读本条款）** 客户确认并同意，用于访问目录的所有用户名和密码，均属保密信息，对客户及其工作人员（如适用）而言具有专属性。密码的不得（并确保证客户工作人员不得）允许其他人使用该等用户名和密码。客户应当对该等用户名和密码的任何人士的行为和/或工作人员承担责任，无论客户使用/或其工作人员是否授权该等人士使用用户名和/或密码。客户知悉任何人士擅自使用用户名和/或密码或破坏目录的网络安全的，应当立即通知主办方。

8.4. 所有目录内容必须符合本条款的规定。主办方有权删除其认为具有攻击性、不当、诽谤或不符合本条款的任何目录内容。客户应当确保目录内容不侵犯任何第三方的知识产权。客户自行负责审核目录内容

是否准确和符合法律规定。

- 8.5. 所有目录内容均视为非保密和非专有信息。客户在法律诉讼可的最大限度内放弃目录内容的人身权利。
- 8.6. **(请仔细阅读本条款)** 客户陈述、保证并承诺：(i)目录内容准确、完整；(ii)目录内容是客户拥有版权的原创作品，或者客户已从任何相关第三方（包括但不限于版权所有人和任何监管机构）获得目录内容的版权，以及任何其他相关许可、同意、批准或允许，以使客户有权就套餐向主办方提供目录内容，而不受任何限制，并且目录内容没有侵犯任何其他人的权利，包括但不限于任何第三方的知识产权；(iii)目录内容不以任何方式含有任何诽谤、淫秽、威胁、恐吓、攻击、辱骂或欺诈的内容；(iv)目录内容不以任何方式违法，不违反任何法律，不煽动或诱使他人违反任何法律；(v)目录内容现在没有、此后亦不会成为任何索赔、要求、留置权、权利负担或任何种类之权利的标的物，而该等索赔、要求、留置权、权利负担或权利可能或将会影响主办方在提供套餐时使用目录内容；(vi)如目录内容以数字形式提供的，不含有任何病毒及任何其他恶意软件或任何种类的破坏性内容，且不会对主办方的任何系统、出版物、网站、平台、媒体或其他财产的运营和/或前述各项的任何用户产生不利影响。
- 8.7. 如果目录内容含有客户产品和/或服务的相关信息（该等产品和/或服务的图片和信息可上传到目录），客户进一步陈述、保证并承诺，该等信息仅限于通用信息，不具有咨询性质。客户应当确保目录内容仅与客户自身的商业活动有关。
- 8.8. 在不限制第16.4条之规定的情况下，如果客户提供任何目录内容，包括但不限于第三方因目录内容(i)不准确或不完整；和/或(ii)侵犯任何第三方的知识产权，导致主办方或主办方集团的任何成员公司发生或遭受任何损失、损害、费用、索赔或支出，或者该等损失、损害、费用、索赔或支出与目录内容有关的，客户应当向主办方赔偿。
- 8.9. 主办方方法定保证目录会持续、安全地运行，不发生任何中断，并对其临时无法提供目录、目录含有任何病毒或其他可能造成损害但不承担责任。主办方有权基于任何原因随时(i)变更和/或纠正、暂时停止和/或中断目录的任何方面；(ii)变更目录的技术标准；和/或(iii)暂时停止和/或禁止客户及其工作人员访问目录，以便维护、更新目录或解决任何安全问题。
- 8.10. 对于使用目录中链接或推荐的其他网站的行为或该等网站上的内容，主办方不支持且不承担任何责任。客户和/或其任何工作人员因使用或依赖于任何其他网站上提供的或通过这些网站提供的产品和/或服务，发生或遭受任何损失、损害、费用、索赔或支出，或者该等损失、损害、费用、索赔或支出与该等使用或依赖有关的，主办方不承担任何责任。
- 8.11. 客户确认并同意，使用目录还需要遵守目录发布网站上载明的任何网站使用条款和/或公平、可接受的使用政策。
- 8.12. **(请仔细阅读本条款)** 如果客户和/或其任何工作人员违反第8条（和/或目录发布网站上载明的任何网站使用条款和/或公平、可接受的使用政策），在不影响主办方享有的任何其他权利或救济的情况下，主办方有权中止和/或禁止客户及其工作人员使用、访问目录、在目录中宣传或享有目录的相关利益，无需对客户承担任何责任。
- 8.13. **(请仔细阅读本条款)** 主办方对客户承担的与目录有关的责任总额（无论如何发生），应当以客户支付的目录费用总额为准。

9. 与设备有关的特定条款

- 9.1. 如果客户订购套餐中的任何设备，则适用本条款第9条。申请表可以规定客户需要订购在展会中使用的设备。
- 9.2. 客户确认并同意，所有设备均由主办方指定的第三方供应商（“设备供应商”）提供。设备能够使得客户得以使用设备供应商提供的证件扫描服务。激活、使用证件扫描服务需要客户同意并遵守设备供应商的使用条款。同意设备供应商的使用条款，即在客户和设备供应商之间单独订立激活和使用证件扫描服务的合同。如果设备供应商根据使用条款禁止客户使用证件扫描服务，客户就设备已支付的任何费用不可退还。
- 9.3. 客户确认并同意，其在使用设备扫描展会参加人员的胸卡前，应当获得该等人员的必要同意。
- 9.4. 客户确认并同意，设备供货商根据使用条款对客户和/或其工作人员收集的和与证件扫描服务有关的所有数据。尤其是，客户确认并同意，设备供货商可以为了使用条款载明的目的，向主办方披露客户使用证件扫描服务所收集的数据。
- 9.5. 如果客户和/或其任何工作人员违反第9条，在不影响主办方享有的任何其他权利或救济的情况下，主办方有权要求客户和/或其工作人员停止使用设备且立即向设备供货商归还设备，无需向客户承担任何责任。
- 9.6. **(请仔细阅读本条款)** 客户确认并同意，设备供货商代表主办方对客户提供所有设备。客户应当根据设备供货商的指示领取并归还设备。因客户和/或其工作人员未能归还或损坏设备，导致主办方和/或主办方集团的任何成员公司发生或遭受任何损失、损害、费用、索赔或支出，或者该等损失、损害、费用、索赔或支出与客户和/或其工作人员未能归还或损坏设备有关的，客户均应当向主办方赔偿。如果任何设备发生故障、功能丧失或与客户、或者任何设备和/或捕获数据遗失或损坏，客户应当联系设备供货商以解决该等问题。客户对主办方享有因该等问题产生的或与之有关的任何请求权的，在此均予以放弃。主办方对客户承担的与设备有关的责任总额（无论如何发生），仅以客户支付的设备费用总额为准。

10. 访客、代表和客户工作人员通行证

- 10.1. 如果套餐中包含访客通行证和/或代表通行证，该等通行证将根据适用于访客和/或代表（如适用）不时有效的本条款中与条款颁发。主办方或业主将向在展会场地工作的客户工作人员颁发通行证，工作人员应当在展会中按要求出示通行证。主办方可以拒绝未携带有效通行证的人员入场。通行证仅对以自身姓名领取通行证的人员有效。

11. 权利限制

- 11.1. 客户就展会和套餐享有的权利严格以合同规定的为限。客户可以在其自身的网站和/或社交媒体上宣传其参加展会，包括但不限于设置与展会网站的网络链接，但主办方可以基于任何理由随时要求客户删除该等宣传，客户需要及时遵守本方的该等要求。客户不得(i)专门建立与展会有关的网站；和/或(ii)以其他方式推广或宣传与展会和/或主办方的关联关系，但本条款明文规定或主办方事先书面同意的除外。合同中的任何规定均不得被解释为向客户授予使用或利用主办方和/或主办方集团任何成员公司的知识产权的任何权利或许可。

12. 展会变更 **(请仔细阅读本条款)**

- 12.1. 即便使用任何其他规定，主办方有权基于任何理由随时对展会的风格、内容、位置、展会场地、开放时间、期间、日期和/或其他时间作出合理的变更，无需对客户承担责任。主办方作出任何该等变更的，合同继续对双方具有约束力，但套餐内容应被视为修订以反映主办方认为必要的变更。

13. 主办方取消展会和变更展会日期 **(请仔细阅读本条款)**

- 13.1. 主办方有权基于任何理由（包括但不限于发生不可抗力事件时），主办方认为举办展会不合法、不可能、不可取或不可行），随时取消展会或变更展会日期。
- 13.2. 如果展会日期发生变更，且变更后的新日期在展会原计划开放日期的十二个（12）月内，和/或主办方取消展会，但预计在下一个日历年的任何时间举行展会（或者就两年举行一次的展会而言，在下一个两（2）个日历年内举行），合同应当继续充分有效，双方的义务视为以原计划展会举行的方式，适用于在新日期或在下一个阶段（如适用）举行的展会。为免生疑义，第13.2条中的任何规定均不排除客户根据申请表载明的付款条款支付费用的义务。
- 13.3. 如果主办方取消展会，且预计在下一个日历年的任何时间举行展会（或者就两年举行一次的展会而言，不在下一个两（2）个日历年内举行），合同应予以解除，双方无需承担责任，客户可以选择要求退还已支付部分的费用，或者向主办方发出已付费用的退款通知；客户可免于支付剩余部分的费用。
- 13.4. 客户确认并同意，第13条规定了展会被取消或变更日期时客户享有的唯一救济，主办方的任何其他责任在此均予以明确排除。

14. 客户取消 **(请仔细阅读本条款)**

- 14.1. 客户不能撤销套餐申请。除申请表明文规定外，客户无权解除合同。除本条款和/或申请表明文规定外，任何款项应当在足额支付且不予退还。
- 14.2. 如果申请表明确允许客户取消，客户可以在向主办方发出书面通知后取消套餐，但主办方有权根据第15.1条解除合同的除外。客户取消套餐后，应当向主办方支付申请表中规定的取消费。为了确定取消费的数额，应当参照展会的原计划开放日期（而不是根据第13.2条变更后的展会新计划日期）来确定相关日期。

15. 解除合同 **(请仔细阅读本条款)**

- 15.1. 客户具有以下任何情形的，主办方经书面通知客户后，可以随时立即解除合同，无需承担任何责任：(i)客户实质性违反合同或其与主办方集团任何成员公司订立的任何其他协议对其规定的任何义务，且该等违约行为不可补救，或在可以补救的情况下，客户在收到违约通知后的十四（14）日（或在展会的开放日前或在计划日期提供服务的任何项目前的充分时间内，补救违约行为所需的更短期间）内，未能补救该等违约行为；(ii)客户在清算程序，被宣布破产，被指定破产管理人（或指定破产管理人的申请已提出），停止从事经营，或在任何司法管辖区发生类似事件；或(iii)被判犯有任何刑事罪行，或其行为损害客户自身、展会和/或主办方的声誉。在不影响主办方享有的任何其他权利或救济的情况下，如果主办方根据第15.1条解除合同，主办方无需退还其从客户收取的任何费用，并有权就应支付的费用余额（或全部费用，视情况而定）向客户开具发票，客户应立即支付该等费用。
- 15.2. 如果主办方(i)自行决定，向客户提供套餐不符合展会的最佳利益和/或主办方正当的商业利益；(ii)需要根据法律法规定向金融监管机构指示停止与某些个人/实体交易，和/或禁止在某些区域从事交易；和/或(iii)根据第13.2条决定取消展会，且不希望合同继续有效的，主办方经书面通知客户后，可以随时立即解除合同，无需承担任何责任。主办方根据第15.2条解除合同的，应当退还已支付的费用部分（如法律许可），客户无需支付费用的任何剩余

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部分。客户确认并同意，退还已付费用是客户在主办方根据第15.2条解除合同时享有的唯一救济，主办方的任何其他责任在此均予以明确排除。

15.3. 合同解除后，在不影响主办方享有的任何其他权利或救济的情况下，主办方有 主办方有权再次出售其认为适当的套餐的任何部分。

15.4. 合同解除不影响任何一方在解除前已发生的任何权利、救济、责任和义务。

15.5. 合同解除后，本条款第1条、第3条、第5.2条、第7.4条、第7.5条、第8.8条、第8.13条、第9.6条、第11条、第13条、第14条、第15条、第16条、第19条和第20条继续有效。

16. 责任与赔偿 **(请仔细阅读本条款)**

- 16.1. 对于整个展会和/或套餐，包括但不限于(i)任何参展商、赞助商或展会参加人员的出席、缺席或场所；(ii)参展商、赞助商或展会参加人员的人数；和/或(iii)客户因参加展会和/或购买套餐的任何项目可能实现的商业或其他利益或成果，主办方概不作出任何保证。主办方对以下各项亦不作出保证：(a)展会场地的状况，或在展会场地提供使用的任何公用设施的状况；和/或(b)任何其他参展商、赞助商或展会参加人员营销、展示或销售的产品和/或服务，以及与客户其他参展商、赞助商或展会参加人员之间的业务撮合、交易或其他交易/安排所实现的商业或其他利益或成果。除本条款规定外，在法律许可的最大限度内，主办方排除本条款中没有明确对展会和套餐规定的任何条款、条件、保证、陈述和承诺。
- 16.2. 因第三方提供与展会和/或套餐有关的服务，包括但不限于第三方承包商和/或业主提供公用设施、音频和视频资料、安全室/衣帽间、展位/标准展位方案检查/健康安全检测、展位建设、标准展位、图片、货运、物流、运输和交付服务，导致客户和/或其任何工作人员和客户发生或遭受任何损失、损害、费用、索赔或支出，或者该等损失、损害、费用、索赔或支出与前述服务有关的，主办方不承担任何责任。在不限制前述规定的情况下，客户确认并同意，业主和/或主办方授权或推荐的承包商或其官方的承包商向客户提供的服务，属于客户与相关承包商另行所订协议的调整事项。
- 16.3. 除第16.6条另有规定外，(i)客户明确同意承担因客户及其工作人员参加和/或出席展会产生的或与之一切风险；(ii)对于因过失、故意行为、意外事故、火灾或其他原因造成的(a)任何间接、特别、附带或惩罚性的损失或损害、实际或预期利润或收入损失、业务损失、商业机会损失、商誉损失、数据丢失或损坏，或任何其他类型的经济损失或损害；或(b)客户和/或其任何工作人员和客户发生或遭受任何损失、损害、费用、索赔或支出，或者该等损失、损害、费用、索赔或支出与以下各项有关的，客户应当向主办方赔偿：(i)客户和/或其任何工作人员作为或不作为造成任何财产损失、损坏、人身伤害、疾病或死亡；(ii)任何第三方声称，客户和/或其任何工作人员在展会中展示样品（包括但不限于假冒商品），和/或接收和/或使用与套餐有关的资料和/或目录内容，侵犯第三方的知识产权；(iii)客户和/或其任何工作人员违反任何法律；(iv)客户收到套餐中的任何数据清单的，其和/或其工作人员未能遵守第5.2条；(v)客户根据第6.7条与任何第三方共享展位的，任何展位共享人和/或其任何工作人员存在任何作为或不作为。
- 16.5. 因发生不可抗力事件、和/或客户在根据合同履行义务、履行义务和/或提供批文、同意函、信息和/或资料时存在延迟、违约或错误，导致客户方延期履行或未能履行合同规定的任何义务的，主办方不违反合同，不承担违约责任。为免生疑义，第16.5条中的任何规定均不排除客户根据合同支付费用的义务。
- 16.6. 本条款中的任何规定均不得限制或排除不能按法律限制或排除的任何责任。
- 16.7. 客户确认并同意，就费用而言，第16条中的规定并没有超过对主办方（作为展会的主办方和套餐的提供者）的合理保护程度。

17. 保险

- 17.1. 客户需要为其在合同项下的活动（包括但不限于客户参加展会（进展撤展））购买充分的保险。在不限制前述规定的情况下，客户应当向一家认可的保险公司购买并始终保有公共责任险和员工责任险，以对人身伤害、死亡、财产损失和/或损失承保，每次发生保险事故的保险金额或每次理赔的数额不得低于手册中规定的最低数额。经要求，主办方有权检查客户的保单和保险费支付凭证。
- 17.2. 客户应当确保其聘请的与展会（进展撤展）有关的所有任何承包商购买充分的保险。在不限制前述规定的情况下，客户应当确保任何该等承包商向一家认可的保险公司购买并始终保有公共责任险和员工责任险，以对人身伤害、死亡、财产损失和/或损失承保，每次发生保险事故的保险金额或每次理赔的数额不得低于手册中规定的最低数额。经要求，主办方有权检查该等承包商向主办方投保的保单和保险费支付凭证。
- 17.3. 客户根据第6.7条获准与他人共享展位的，本条款第17.1条至第17.2条（含该等两条）以适用于客户的方式，同样适用于展位共享人。
- 17.4. **(请仔细阅读本条款)** 客户未能向主办方提供令其满意的保险证明的，主办方有权立即取消客户（包括但不限于展位共享人）参加展会的权利，客户无权要求主办方退款。

18. 可持续发展

- 18.1. 主办方以可持续发展方式从事业务经营，努力实现展会高效与卓越的目标。为此，客户应当遵守手册中载明的或主办方以书面方式合理通知的所有可持续发展要求。

19. 通用条款

- 19.1. 主办方保留随时拒绝任何人进入展会或随时要求任何人离开展会的权利。
- 19.2. 主办方、业主及其各自的工作人员可以随时进入展会场地，以实施相关工作、进行维修或变更，或实现其认为必要的其他目的（“工程”）。因工程导致客户和/或其任何工作人员发生或遭受任何损失、损害、费用、索赔、支出或不便，或该等损失、损害、费用、索赔、支出或不便与工程有关的，主办方不承担任何责任。
- 19.3. **(请仔细阅读本条款)** 客户确认并同意，主办方和主办方集团的每家成员公司拥有收集和保存、在任何媒介中复制、公开、展示、传输、分发、改编、创作衍生作品、向多个媒体出售或出于商业或其他目的利用或使用以下任何及所有各项的永久、不可撤销、免费使用、无排他性、全球范围的许可和权利：在合同签订前、订立时或订立后(i)就展会和/或套餐的任何部分捕获的或在展会中捕获的分析数据（包括但不限于任何目录、设备或/或潜在客户在客户业务/营销计划中的展会场地客流量、展会参加人员、用户或线上行为和/或使用数据）；和/或(ii)资料、目录内容、或/或客户和/或其任何工作人员就套餐、展会和/或主办方和/或主办方集团任何成员公司拥有、主办或运营的任何其他活动或套餐等活动中展示或提供的其他信息和/或资料（(i)项和(ii)项统称“数据”）。前述规定包括但不限于主办方和/或主办方集团每家成员公司拥有或使用、改变用途和复制数据，以现在已知或以后开发的任何媒体或形式（无论为物理、数字或无形的媒体或形式）创建、开发、销售或提供产品、服务或作品，包括但不限于主办方将何资料、目录内容、或/或客户和/或其任何工作人员展示或提供的其他信息和/或材料的全部或部分合并到该等产品、服务或作品中。
- 19.4. 合同中的任何规定均不在双方之间建立合伙关系、合资关系或代理关系。
- 19.5. 本条款与申请表发生任何冲突的，以申请表条款为准。
- 19.6. 每一方确认并同意，合同构成双方就展会和套餐达成的完整协议，并取代双方此前就合同标的达成的任何及所有口头或书面谅解、通讯或协议。
- 19.7. 未经主办方事先书面同意，客户不得转让或分包其在合同项下的全部权利或义务。主办方有权向主办方集团任何成员公司转让其在合同项下的任何及所有权利，而无须经得客户的同意。主办方有权在无需客户同意的情况下，将其在合同项下的任何和所有义务转让给主办方集团任何成员公司，或者转让给协助主办方举办展会和/或提供套餐的任何第三方承包商。
- 19.8. 一方未能履行任何权利或救济权，不视为放弃该等权利或救济权。一方放弃追究另一方的违约责任，不视为一方放弃追究另一方随后违反合同的相关条款或其他条款的责任。合同项下的权利和救济具有累积性，并不排除法律法规规定的任何权利或救济权。
- 19.9. 如果合同中的任何条款无效、不合法或不可执行，应当在必要的最低限度内修改该等条款，以使该等条款有效、合法并可执行。无法进行该等修改的，相关条款应当视为被删除。根据第19.9条修改或删除任何条款，并不影响合同其余条款的有效性和可执行性。
- 19.10. 除非另有明文规定，合同并不向第三方赋予执行合同条款的任何权利。双方根据合同行使解除权、撤销权或任何变更、弃权或和解的权利，无需征得任何其他人的同意。
- 19.11. 主办方有权对客户欠付主办方的债务与主办方欠付客户的债务相抵销，无论任何该等债务是否依据合同或其他原因产生。
- 19.12. 根据合同向一方发出的或者与合同有关的任何通知或通讯，均应当采用书面形式（包括但不限于电子邮件）

20. 适用法律与管辖

- 20.1. 合同在所有方面均适用中国法律并根据中国法律解释。凡因本合同引起的或与本合同有关的任何争议，均应提交中国国际经济贸易仲裁委员会上海分会（仲裁中心），按照仲裁申请时中国国际经济贸易仲裁委员会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

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Limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that it does not contravene any law or incur or encourage the contravention of any law, (v) not an ill will be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer's use of the Directory Content in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that it shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

8.7. If and to the extent that the Directory Content contains information relating to Client's products and/or services (images and details of which may be uploaded to a Directory), Client further represents, warrants and undertakes that such information is limited to generic information only and is not advisory. Client shall ensure that the Directory Content relates exclusively to Client's own commercial activities.

8.8. Without limitation to Condition 16.4, Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Organizer Group arising out of or in connection with the Directory Content, including, without limitation, any third party claim regarding: (i) the inaccuracy or incompleteness of the Directory Content, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Directory Content.

8.9. Organizer cannot guarantee that a Directory shall operate continuously, securely or without interruption and Organizer does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Organizer reserves the right at any time and for any reason to: (i) make alterations and/or corrections to, suspend and/or discontinue any aspect of any Directory, (ii) vary the technical specification of any Directory, and/or (iii) temporarily suspend and/or disable Client's and its Personnel's access to any Directory for the purposes of maintenance, upgrade or addressing any security concerns.

8.10. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website.

8.11. Client acknowledges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Directory is hosted.

8.12. **(Please read this clause carefully)** Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 8 (and/or any website terms of use and/or fair or acceptable use policies indicated on the website on which any Directory is hosted), Organizer reserves the right without liability to suspend and/or disable Client's and its Personnel's use of, access to, coverage within and benefits related to any Directory.

8.13. **(Please read this clause carefully)** Organizer's total liability in connection with a Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of such Directory only.

9. Specific terms relating to Devices

9.1. If Client orders any Devices as part of the Package, the terms of this Condition 9 shall apply. The Booking Form may specify that it is mandatory for Client to order Devices for use at the Event.

9.2. Client acknowledges and agrees that all Devices are provided by Organizer's nominated third party supplier (**Device Supplier**). Devices enable Client to engage with the lead capture services provided by Device Supplier and activate and use of the lead capture services shall require Client to agree and adhere to Device Supplier's terms of use. By agreeing to Device Supplier's terms of use, this creates a separate contract between Client and Device Supplier for the activation and use of such lead capture services. In the event that Device Supplier exercises any right to terminate Client's use of the lead capture services pursuant to its terms of use, all Fees paid by Client in respect of the Devices shall be non-refundable.

9.3. Client acknowledges and agrees that it shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge.

9.4. Client acknowledges and agrees that Device Supplier shall host all data collected by Client and/or its Personnel in connection with the lead capture services in accordance with Device Supplier's terms of use. In particular, Client acknowledges and agrees that Device Supplier may be disclosing certain data that Client collects using the lead capture services to Organizer for the purposes set out in Device Supplier's terms of use.

9.5. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 9, Organizer reserves the right without liability to insist that any Devices are no longer used by Client and/or its Personnel and are immediately returned to Device Supplier.

9.6. **(Please read this clause carefully)** Client acknowledges and agrees that all Devices are provided to Client on Organizer's behalf by Device Supplier. Client shall collect and return any Devices in accordance with Device Supplier's instructions. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Organizer Group arising out of or in connection with any Devices that are not returned or that are damaged by Client and/or its Personnel. In the event of any fault, malfunction, failure or inaccuracy of any Devices or any other loss or damage arising in connection with any Devices and/or any captured data, Client should contact Device Supplier to resolve any issues. Client hereby waives any and all claims against Organizer that Client may have relating to or arising from any such issues. Organizer's total liability in connection with any Devices, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Devices only.

10. Visitor, delegate and Client's Personnel passes

10.1. Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organizer's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client shall be supplied (either by Organizer or the Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes shall be provided by Client's Personnel on request at the Event. Organizer may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

11. Limitation of rights granted

11.1. Client's rights in relation to the Event and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website and/or social media the fact of its attendance and participation in the Event, including, without limitation, by providing a web link to the Event website, provided that Organizer may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) establish a website specifically relating to the Event, and/or (ii) otherwise promote or advertise its association with the Event and/or Organizer, except as expressly stated herein or with the prior written consent of Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or licence to use or exploit the Intellectual Property Rights of Organizer and/or any member of the Organizer Group.

12. Changes to the Event (Please read this clause carefully)

12.1. Notwithstanding any other provision of this Contract, Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event. If any such changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Organizer considers necessary to take account of such changes.

13. Cancellation and changing the date(s) of the Event by Organizer (Please read this clause carefully)

13.1. Organizer reserves the right to cancel or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held).

13.2. In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event and/or the Event is cancelled but is reasonably expected by Organizer to be held at any time in the next calendar year (or, in the case of an Event that is held on a biennial basis, in the next two (2) calendar years), this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.

13.3. In the event that the Event is cancelled and is not reasonably expected by Organizer to be held at any time in the next calendar year (or, in the case of an Event that is held on a biennial basis, in the next two (2) calendar years), this Contract shall terminate without liability provided that, at Client's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees.

13.4. Client acknowledges and agrees that the provisions of this Condition 13 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Event and all other liability of Organizer is hereby expressly excluded.

14. Cancellation by Client (Please read this clause carefully)

14.1. The application for the Package is irrevocable by Client and, save as expressly stated in the Booking Form, Client has no rights to cancel this Contract. Save as expressly stated in these Conditions and/or in the Booking Form, no refunds shall be given and the Fees shall remain due and payable in full.

14.2. To the extent the Booking Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Organizer, except where Organizer has the right to terminate this Contract under Condition 15.1. Upon any such cancellation by Client, Client shall pay Organizer such cancellation fees as are stated in the Booking Form. For the purpose of determining any such cancellation fees, the relevant dates shall be fixed by reference to the originally scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event that has been changed pursuant to Condition 13.2.

15. Termination (Please read this clause carefully)

15.1. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/or any other agreement between Client and any member of the Organizer Group and either the breach is irremediable or Client has not remedied the breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Event or any element of the Package being provided on a scheduled date), (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Event and/or Organizer into disrepute. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 15.1, Organizer shall not be required to refund any Fees received from Client and Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable.

15.2. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer: (i) determines in its absolute discretion that the provision of the Package to Client is not in the best interests of the Event and/or the Organizer's legitimate business interests, (ii) is required to comply with any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical locations, and/or (iii)

decides to cancel the Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 13.2.

In the event that Organizer terminates this Contract pursuant to this Condition 15.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 15.2 and all other liability of Organizer is hereby expressly excluded.

15.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to close Client's exhibition stand, remove Client's Personnel from the Event, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of Client (at Client's risk and expense). Organizer shall be entitled to resell any aspects of the Package that shall remain fit.

15.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.

15.5. Conditions 1, 3, 5.2, 7.4, 7.5, 8.8, 8.13, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive termination of this Contract.

16. Liability and indemnity (Please read this clause carefully)

16.1. Organizer does not make any warranty as to the Event and/or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor or attendee of the Event, (ii) the number of exhibitors, sponsors or attendees participating in the Event and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Event and/or purchasing any element of the Package. Organizer further does not make any warranty as to (a) the condition of the Venue or any utilities that may be provided for use at the Venue, and/or (b) any products and/or services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Event and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a result of any marketing initiatives, transactions or other deals/arrangements with such other exhibitors, sponsors or attendees. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertakings relating to the Event and the Package that are not expressly stated herein.

16.2. Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the provision of any services supplied by third parties in relation to the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stand/shell scheme plans, stand/building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Owners' and/or Organizer's mandated, official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).

16.3. Subject to Condition 16.6, (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its Personnel's participation in and/or presence at the Event, (ii) neither Organizer nor any member of the Organizer Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of, injury to, illness of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and (ii) Organizer's (and any member of the Organizer Group's) maximum aggregate liability to Client and its Personnel under this Contract or otherwise in connection with the Event and/or the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.

16.4. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Organizer Group arising out of or in connection with: (i) any loss of or damage to any property or injury to, illness of or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that either the display of any exhibits (including, without limitation, counterfeit goods) by Client and/or its Personnel at the Event and/or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client and/or its Personnel of any law, (iv) where Client receives any Data List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 5.2, and (v) where Client shares the Space with any third party pursuant to Condition 6.7, any act or omission of any such Space sharer and/or such Space sharer's Personnel.

16.5. Organizer shall not be in breach of this Contract nor liable for failure in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 16.5 shall excuse Client from the payment of the Fees under this Contract.

16.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.

16.7. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 16 are no more than is reasonable to protect Organizer as the organizer of the Event and the provider of the Package.

17. Insurance

17.1. Client is required to be adequately insured in relation to its activities under this Contract, including, without limitation, Client's participation in the Event (move-in through move-out). Without limitation to the foregoing, Client shall itself take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect Client's insurance policies and receipts(s) for payment of premium on request.

17.2. Client shall ensure that any contractors engaged by Client in connection with the Event (move-in through move-out) are adequately insured. Without limitation to the foregoing, Client shall ensure that any such contractors take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect any such contractors' insurance policies and receipts(s) for payment of premium on request.

17.3. To the extent that Client is permitted to share the Space pursuant to Condition 6.7, the provisions of Conditions 17.1 - 17.2 (inclusively) shall apply to any such Space sharer(s) in the same way as they apply to Client.

17.4. **(Please read this clause carefully)** In the event that satisfactory evidence of insurance cover is not provided, Organizer shall be entitled to cancel Client's right of participation immediately (including, without limitation, that of any Space sharer(s)) and Client shall not be entitled to any refund.

18. Sustainability

18.1. Organizer strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help achieve this, Client shall comply with all sustainability requirements set out in the Manual or as otherwise notified to Client by Organizer in writing (acting reasonably).

19. General

19.1. Organizer reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time. 19.2. From time to time, Organizer, the Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (**Works**). Organizer shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffered or incurred by Client and/or any of its Personnel arising out of or in connection with any matter relating to the Works.

19.3. **(Please read this clause carefully)** Client acknowledges and agrees that Organizer and each member of the Organizer Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all (i) analytics data captured at or in connection with the Event and/or any part of the Package including, without limitation, Event footprint, attendee, user or online behaviours and usage data relating to any Directory, Devices and/or any lead generation/match-making initiatives, and/or (ii) Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel or in connection with the Package, the Event and/or any other events owned, organized, managed or operated by Organizer and/or any member of the Organizer Group (in each case whether prior to, concurrently with, or following the entering into of this Contract) (together, both (i) and (ii) being the Data). The foregoing shall include, without limitation, Organizer and each member of the Organizer Group being entitled to use, reproduce and produce the Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (which may include, without limitation, incorporating all or any part of any Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel into such products, services or works).

19.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

19.5. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.

19.6. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Event and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.

19.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of the Organizer Group and the consent of Client shall not be required. Organizer shall be entitled, without the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of the Organizer Group or any third party contractor assisting Organizer with the staging of the Event and/or the facilitation of the Package.

19.8. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

19.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 19.9 shall not affect the validity and enforceability of the rest of this Contract.

19.10. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

19.11. Organizer reserves the right to set off any indebtedness of Client to Organizer against any indebtedness of Organizer to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.

19.12. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).

20. Governing law and jurisdiction

20.1. This Contract shall be governed by and construed in all respects in accordance with the laws of China. Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission (Arbitration Centre) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

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