



9° MONACO ENERGY BOAT CHALLENGE

POWERED BY
YACHT CLUB DE MONACO
4-9 JULY 2022

GENERAL TERMS & CONDITIONS

The present general conditions are systematically brought to the attention of each participant at the time of the reservation and are freely available on the event's website: <https://energyboatchallenge.com/>. The fact of booking a participation in the Monaco Energy Boat Challenge event implies the participant's full and unreserved adherence to the present general conditions.

PREAMBLE The present General Conditions apply to all reservations and ticket sales on the <https://energyboatchallenge.com/> website concluded between the Yacht Club de Monaco and any individual or legal entity (hereinafter "the Participant"). The purpose of these General Terms and Conditions (hereinafter "General Terms and Conditions") is to define the terms and conditions applicable to participation in the Monaco Energy Boat Challenge (hereinafter "MEBC" or "The event"), organized by the Association under Monegasque law, called the "Yacht Club de Monaco" (hereinafter "Yacht Club"), whose head office is located at Quai Louis II in Monaco (98000) and which will take place on the quays and marina of the Yacht Club located at Quai Louis II - 98000 Monaco.

The contact details of the Yacht Club de Monaco Association are as follows:

Tel : +377 93 10 65 05

Email : Energychallenge@ycm.org

Address : Quai Louis II - 98000 MONACO

The Yacht Club reserves the right to modify its general conditions at any time. In this case, the general conditions applicable are those in force at the time of the payment of the reservation or of the written confirmation of the reservation sent to the client.

Article 1 – Definitions: In the present General Conditions, the following definitions apply :
"Exhibitor" or "Participant" : Any natural or legal person who reserves a stand, a place in the Marina of the Yacht Club de Monaco or any extra options in connection with said reservations, and the Yacht Club for the participation in the Monaco Energy Boat Challenge ;
"Event" or "MEBC": Monaco Energy Boat Challenge ;
"Force Majeure": Events beyond the control of the parties, which they could not reasonably be expected to foresee, and which they could not reasonably avoid or overcome, insofar as their occurrence renders the performance of the obligations totally impossible, subject to providing proof thereof. In particular, the following are considered to be force majeure or fortuitous events that relieve the Service Provider of its obligation to provide its services within the time limits initially set: fire, flood, war, the impossibility of obtaining supplies of raw materials, epidemics, and the unavailability of docks and pontoons.

Article 2 - Duration, opening times and date: The organizer determines the location, duration, opening and closing times of the event as well as the closing date for entries. The event is officially running from Monday 4th July 2022, 9am to Saturday 9th July 2022 6pm. The Exhibition will open to the public from Wednesday 6th July 2022 midday.
2.1-Exhibition arrival and installation: Wednesday 6th July 2022 from 8am to 12noon.
2.2-Exhibition opens daily to public: Wednesday 6th July 2022, 1pm to 6pm/Thursday 7th July 2022 to Saturday 9th July 2022, 10am to 6pm
2.3-Exhibition departure and des-installation: Saturday 9th July 2022, 6-8pm/Sunday 10th July 2022, from 9am to noon.

Article 3 - Participation Fee: The rates for reserving a stand space indoors and/or a space on the quays and a ship's berth in the Monaco Yacht Club Marina available to exhibitors are given in the event brochure published in November 2021. The same applies to the rates for services related to the rental of equipment. The rates are indicated in Euro, both excluding and including all taxes.

Article 4 – Registration: The MEBC registration is carried out using the online registration form "Book your Stand" available on the event website in the manner provided for this purpose, accepting these conditions of participation, the valid price lists, any special conditions of participation and the subsequent technical guidelines gathering in the Exhibitor Guide that will be issued in January 2022. The application is binding on the applicant, irrespective of whether it is accepted by MEBC or not. The application will only be considered effected once it has been received by MEBC and it is then binding upon reception of the payment. Receipt of application and reception of payment will be acknowledged by email to the applicant. The reservation implies, on the one hand, the Exhibitor's full and complete acceptance of the General Conditions, and on the other hand, its waiver of any contradictory document that cannot be invoked against the Provider. The Exhibitor is solely responsible for initiating the Reservation. The General Conditions apply by right, except in the case of a specific prior agreement, to the Reservation agreed in writing between the Exhibitor and the Service Provider, concerning the services provided by the Service Provider in the context of the Monaco Energy Boat Challenge.

Article 5 - Admission: In principle, only those exhibitors are admitted whose registered exhibits and services are in accordance with the event objective and meet the requirements stated below : Display of sustainable solution and services for the yachting industry which may include but is not limited to, zero emission boats, electric motorization and boats, Green Hydrogen solutions, design efficiency, renewable energies, sustainable products and services. The organizer examines the applications for participation and decides on the admissions. It reserves the right to reject, on a provisional or final basis, any application for participation that does not meet the conditions

required herein. The sending or the handing over by the client of his reservation request is worth firm and definitive commitment on his part and acceptance without reserve of all the clauses and conditions which appear there. The exhibitor, under his responsibility, must uphold the rules of the manifestation for itself, for the participants and for his partners.

Article 6 – Locations:

6.1 - Site allocation : The organizer draws up a plan of the sites available for reservation for the event and allocates the sites freely, taking into account, if possible, the wishes expressed by the exhibitor and the availability of sites at the time of validation of the reservation by the exhibitor.

6.2 - Respect and security of the locations: The layout of the space must not, in any way, damage or alter the permanent facilities of the exhibition site and must not affect the convenience or safety of other exhibitors and visitors. Any damage caused by the exhibitor will be charged to the exhibitor. In this respect, the exhibitor must take out damage insurance. The Exhibitor undertakes to distribute brochures, catalogs, printed matter or objects of any kind only on its exhibition space. Similarly, loud promotion and solicitation of any kind are prohibited. Exhibitors must not, under any circumstances, obstruct the aisles or encroach on them, except with the prior written authorization of the organizer.

6.3 – Location inaccessibility: It is forbidden for exhibitors participating in the event to transfer, sublet, exchange, free of charge or against payment, all or part of the site allocated by the organizer.

Article 7 – Invoicing and Payment:

7.1 – Invoicing: The invoice for participation charges will be sent to the exhibitor subsequently to the confirmation of admission and the allocation of space. All invoices will be sent to the exhibitor exclusively by electronic means (e-mail with PDF attachment) in nonencrypted form to the e-mail account specified in the Book Your Stand contact details. The invoice is considered to have been delivered to the exhibitor as soon as the e-mail has reached the exhibitor's domain (i.e. its email account with the internet provider). The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of e-mails are available. If the exhibitor's relevant e-mail address changes, then MEBC must be notified immediately. The responsibility of the organizer cannot be sought by the exhibitor in case of technical failure of his email address. All complaints must be submitted in writing immediately upon receipt of the invoice. Objections raised later shall not be taken into consideration. Upon receipt of the invoice for participation charges issued by MEBC it is payable immediately without deduction. Invoices for miscellaneous services or supplies ordered separately are produced and payable directly to the designated authorised supplier. All invoices are VAT included. If you are exempted from VAT, keep the invoice and contact the adequate organization for VAT exemption reimbursement.

7.2 – Payment: Invoices are payable upon receipt, and at the latest within thirty (30) calendar days following the date of issue of said invoices. Payment shall be made by bank transfer only to the bank account whose bank statement is indicated on the registration form. Proof of payment is to be sent to energychallenge@ycm.org to secure the requested stand/marina space. For late booking (booking after 1st of June), payment must be received in full by June 15th latest. The event will be closed for registration after June 15th. If payment is not received within 30 days after the invoice is sent, the Yacht Club de Monaco reserves the right to reject the reservation. The reservation of the booth will be deemed completed upon receipt of payment. The Yacht Club de Monaco will not advertise, communicate or start any production of visuals, booth reservation with the stand providers until the payment is received.

Article 8 – Cancellation: To be subject to cancellation, all participation must be confirmed, and payment must be received by the organizer. Therefore, the following conditions may apply:

8.1 – Cancellation by the exhibitor: Any request for cancellation by the exhibitor must be made in writing, only to the following e-mail address: energychallenge@ycm.org and sent to the Yacht Club de Monaco before May 1st, 2022. Under these conditions, the reservation fees will be reimbursed with a deduction of 250 euros corresponding to the registration and processing fees. As soon as the cancellation request is validated by the Organizer, the latter reserves the right to allocate the vacated stand to another participant. For any cancellation request made by the exhibitor and received after June 1, 2022, no refund can be made.

8.2 – Cancellation by the Organiser: If the Exhibitor fails to comply with his contractual obligations, the Organizer reserves the right to notify him of this failure in writing, either by registered letter or by e-mail. Upon receipt of the notification, the Exhibitor shall have a period of 15 days to remedy the situation, failing which the Yacht Club de Monaco reserves the right to terminate the contract between them. In this case, no sum will be reimbursed to the Exhibitor and the Organizer will be entitled to claim all sums due at the date of termination of the contract. An exhibitor who, for any reason whatsoever, does not occupy his space on the opening day of the event, or on the installation deadline set by the organizer, is considered to have waived his right to exhibit. In the event of the presence of co-exhibitors, the latter are jointly and severally liable for payment of the reservation. Therefore, in case of non-participation of a co-exhibitor, his reservation fees will be payable in full. The cancellation and non-participation of a main exhibitor automatically leads to the exclusion and cancellation of admission for the co-exhibitor.

Article 9 – Force majeure: In the event of force majeure, as defined in Article 1 hereof, the Organizer shall notify the Client or the Contractor in writing (postal mail or e-mail only), within 24 hours of the date of occurrence of the events, and the Contract binding the Organizer and the



Yacht Club de Monaco



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Exhibitor shall then be suspended by operation of law, as of the date of occurrence of the event. In such circumstances, the reservation fees will be refunded to the entity that made the payment, without any other compensation being claimed.

Article 10 – Co-exhibitors and group stands: Without the prior consent of the Yacht Club de Monaco, exhibitors are not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the admission slip cannot be advertised on the stand. The main exhibitor shall apply for inclusion of a co-exhibitor with the YCM. The co-exhibitor is liable to the same conditions as the main exhibitor. Any co-exhibitor shall have to pay to the MEBC a coexhibitor fee of 250 euros which will provide visibility on the website and the internet brochure. If a co-exhibitor is admitted without the consent of the Organiser, the Organiser will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of un-warranted interference. The exhibitor will have no right to claim damages. Coexhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor. Companies with close economic or organisational ties are also classified as co-exhibitors. Company representatives will not be admitted as co-exhibitors. Additionally represented companies are classified as those whose exhibits are shown by the exhibitor. Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors or as additionally represented companies. In accordance with the admissions regulations co-exhibitors can be entered into the catalogue with their full address provided all fees have been paid and the necessary documents have been received by the specified deadline. The Organiser can authorise group stands provided they are in keeping with the overall pattern of the event. If a stand is allocated to two or more companies, each company will be jointly and severally liable to the Organiser. Companies on a joint stand should nominate a common representative on the application form.

Article 11 – Catalogue: The Organiser company publishes the list of exhibitors on its website and on a dedicated online brochure. This is published online in the interest of sustainability. The Exhibitors will appear on the website list as soon as the payment is received. The Online Brochure will be published by June 20th 2022 and will stay available for several months afterward. In the list of exhibitors, exhibitors will feature with the basic data indicated in the registration: company name, contact as well as stand number or mooring location. The logo and/or product of the exhibitor can be added as an illustration. The information for the exhibitors list are gathered from the Book your stand form. The client is responsible for the content of entries and any resulting claims by third parties.

Article 12 – Communication and Publicity:

12.1 – Communication: The Exhibitor hereby accepts that the information concerning him/her, given in the registration form for the present event, may be used by the Organizer for publications in digital or paper form, in the exhibitors' catalog and in any other medium concerning the MEBC. The exhibitor is presumed to have collected that of his employees and subcontractors for the use of their image by the organizer during the event.

12.2 - Publicity on site: Optical, mobile and acoustic publicity aids and product presentations are permitted provided that they do not disturb neighboring exhibitors or render inaudible the public address system in the halls. If these regulations are infringed the Organiser has the right to intervene and demand immediate modification.

Article 13 – Liability and Third-Party Insurance:

13.1 – Liabilities: The Yacht Club de Monaco has civil liability coverage to cover all material and/or bodily damage caused to Exhibitors and/or any individual, its representatives and/or service providers and participants in the event. Moreover, the cover does not include damages or injuries sustained in cafes or restaurants within the exhibition grounds. The provision of space is not a deposit contract. In the event of theft of a space, the exhibitor cannot claim against the organizer.

13.2 – Insurances: By accepting the present contract, the Exhibitor undertakes to take out, at his own expense, with a solvent insurance company, a Civil Liability contract, an All Risks Exhibition contract (damage, theft, fire, etc.) covering the goods belonging to him or entrusted to him during the event, as well as a contract that he deems useful in the context of his participation in the event. The exhibitor is liable for damages incurred by third parties employed by or acting on behalf of the exhibitor in the same way as those of his/her own making. The exhibitor must have a civil responsibility insurance with regards to third parties and for the Organiser. The exhibitor will have to provide a damage warranty for the assets borrowed from the Organiser. These contracts must include that the company waives their right to take any legal action against the Organiser and their insurers. A copy of the insurance policy must be provided to the Organiser before the 4th of July 2022. The YCM doesn't take any responsibility regarding exhibitors and/or third parties. The YCM declines all responsibility in case of: theft, loss, or deterioration of the entity's equipment used by the exhibitor, his employees, his partners, or any other person attending to the manifestation.

Article 14 – Stand construction: To ensure a good overall impression of the MEBC exhibition the stands are offered fully packaged with one designated style as presented in the exhibition catalogue. The stands are provided to the exhibitors fully built. In order to present an attractive optical general impression to visitors, all exhibitors are expected to respect the set up proposed. If a modification to the stand style is necessary for the exhibitor display a specific request must be made to the Organiser in advance. A change of set-up fee may apply.

Article 15 – Security: The Organiser provides security on ground with overnight security guards, lockable indoor exhibition area. The exhibitor is responsible for storing properly any precious items. The Organiser cannot take any responsibility in case of loss or damage of equipment. The exhibition space must be occupied by the exhibitor or his representative at all times during the official opening hours for exhibitors and at all times during the official opening hours for visitors. The Organiser reserves the right to forbid access or to expel any person, visitor or exhibitor, whose presence or behavior would be prejudicial or likely to undermine the safety, tranquility or image of the event and of the Yacht Club de Monaco, the integrity of the site and the participants in the event.

Article 16 – Pre-arrival at the event: The exhibitor must communicate at the latest, the 24th of June, 2022: Dates of arrival and departure

- Needs in terms of forklift for heavy equipment
- Craning requirements
- Any additional details specified in the Exhibitors Guide

Article 17 – Booth Maintenance: Although basic floor/desk/chair cleaning of stands is included in the price, it is expected from exhibitors that all trash must be disposed of in an appropriate manner in the designated recycling area.

Article 18 - Departure from the event: The exhibitor is not allowed to remove exhibition items from the exhibition area until the exhibition is officially closed on Saturday 9th July 2022 6pm:

- Indoor Exhibition: Any items being picked up by an external party must be appropriately packed and labelled. The booths must be handed over back empty with no remains of packing materials.
- Marina Exhibition: Craning will take place 10th July 2022 Morning, all units must be removed from the pontoon by 11am.

Article 19 – Applicable law and competent courts: Any matter relating to the General Terms & Conditions and the services that they govern which is not dealt with by these contractual stipulations shall be governed by Monegasque law, to the exclusion of any other law. In the event of a dispute arising in the performance or interpretation of this contract, the parties undertake to make every effort to reach an amicable agreement. If necessary, the most diligent of the parties shall refer the matter to the Monegasque courts.

