

RAI Amsterdam

Conference 8-13 September : Exhibition 9-13 September



# Exhibit at IBC2011

xperience the future of the  
electronic media business : look :  
earn : understand : believe : trust :  
create : manage : show : experience :  
touch : feel : sense : innovate : meet :  
see : visit : deliver : creation :  
clair : vision : inspiration : radical :  
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earn : content : understand : believe :  
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xperience : touch : feel : sense :  
nnovate : show : see : visit : meet :  
iscuss : network : creation :  
clair : vision : inspiration : radical :  
xperimental : exciting : technology :  
nsight : workflow : interoperability :  
roadcasting : state of the art :  
roven : efficient : effective  
usiness : assets : monetisation :  
rowth : ROI : cost of ownership :  
roduction : post : terrestrial :  
atellite : 3D : cable : IPTV mobile

[www.ibt.org](http://www.ibt.org)

# The IBC Exhibitor Experience

**Each September, the leading brands, finest minds and wisest investors come to IBC – the premier annual event for professionals engaged in the creation, management and delivery of entertainment and media content worldwide.**

- 45,000+ attendees from over 140 countries
- high quality attendees at senior decision making level
- more than 13 packed halls of hi-tech products
- Over 1,300 key international suppliers
- business critical content and multi platform networking opportunities
- world-class conference with 300+ global leaders

IBC is a 'must attend' event for every manufacturer, company or brand involved in the creation, management and delivery of worldwide entertainment and news content. For over forty years IBC has been the leading industry trade show delivering a worldwide audience of broadcast professionals.

Over this time, IBC has continued to evolve, adapt and innovate to ensure it reflects the dynamics of an ever-changing global industry. This success is evident with the development of the new Connected World, bringing together the emerging technologies of IPTV, Mobile and Digital Signage under one roof. As well as 3D Big Screen demonstrations and business critical content delivered every year by the IBC Conference and Business Briefing sessions.

IBC is more than just a trade show, it is an annual experience of the very best the electronic entertainment and media industry has to offer.

IBC has remained constant in a world of changing buying patterns and teams, continually delivering a high quality senior level decision-making audience.

Continuity of contact with a customer and/or potential prospect has proven to pay huge dividends in the broadcasting and electronic media sector, with strong interpersonal relationships and loyalty key to securing new business and up-sell business.

With this in mind, reserve your space at IBC2011 now. IBC2010 proved to be extremely popular with over 80% of the available space being reserved before IBC2009 had even ended! At IBC2009 45,000+ attendees experienced the whole world of content, creation, management and delivery under one roof!

Despite the recent global economic turmoil IBC has continued to bring both buyer and seller together into a conducive business atmosphere via a variety of engagement platforms suitable for every audience segment.

Ensure your company/brand has the best possible platform for maximum financial performance in 2011 by completing and returning the enclosed space application form.

## Exhibition Space

### Allocating Space

At IBC, the exhibition layout is optimised according to exhibitor requirements to provide the best possible visitor flow.

On the application form we ask how much space you require and the type of space you are looking for. We ask about your products and whether there are any companies you really want to be close to - or not as the case may be - then, using all of this information we allocate space in accordance with as many of your requirements as possible.

The deadline date for applications to be included in the main allocation of space is 5<sup>th</sup> November 2010, after which IBC will allocate any remaining space.

### Free Design Space

With free design space you are responsible for your own stand design and construction.

You will need to appoint your own stand builders and together you can create a stand designed to meet your requirements and budget.

The minimum size for free design space is nominally 30sqm. If you need extra space, double-decker stands are possible in most of the halls at a 25% surcharge of the Free Design Space rate.

We have put together a number of design guidelines to ensure that all stands receive maximum visitor exposure, and these should be taken into account when designing your stand.

### Shell Scheme Space

With shell scheme space you are getting a ready-to-use stand. Perfect if you need to turn-up-and-show in the shortest time possible and without any hassle.

The package literally provides a shell - walls, carpet, spotlights and power socket - creating the perfect background for you to add to as necessary.

The minimum size for a shell scheme is 9m<sup>2</sup> and all stand walls are 2.75m high. You can choose any width in whole metres from 3 metres upwards and there is a choice of depths: 3m, 3.5m, 4m or 5m.

### Outside Space

Outside space is exactly as it sounds – space outside of the exhibition halls, perfect for displaying outside broadcast vehicles, satellite terminals and similar exhibits.

Space is booked on a per square metre basis and if you already have a stand in one of the halls, you can book outside space at a special discounted rate.

Outside space will be allocated from May 2011 onwards.

### Contact

If you want to know more about the various space options on offer please contact the IBC Exhibition Team who will be happy to answer your questions and find the right space for you -

tel: **+44 (0)20 7832 4100** or email: **exhibition2011@ibc.org**



# Terms & Conditions for IBC2011

## 1 Rights

The Organiser reserves all rights in connection with the International Broadcasting Convention.

## 2 Definitions

'Contract' means the contract for space at the Exhibition entered into between the Organiser and the Exhibitor, which incorporates these Terms.

'Exhibit' means any article so described by an Exhibitor and permitted by the Organiser to be exhibited.

'Exhibition' or 'IBC2011' shall mean the exhibition known as the International Broadcasting Convention 2011 or IBC2011, to be held in the period of 9th to 13th September 2011, at the Amsterdam RAI, The Netherlands.

'Exhibitor' shall include all employees, officers, sub-contractors and/or agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of participating in IBC2011.

'IBC Office' shall mean - Fifth Floor, International Press Centre, 76 Shoe Lane, London, EC4A 3JB, United Kingdom.

Tel: +44 207 832 4100  
Fax: +44 207 832 4130  
Email: exhibition2011@ibc.org  
Website: www.ibc.org

'Landlords' shall mean the Amsterdam RAI International Exhibition & Congress Centre, Amsterdam, The Netherlands, their employees, officers, sub-contractors and/or agents.

'Organiser' shall mean the partnership known as International Broadcasting Convention (IBC), Fifth Floor, International Press Centre, 76 Shoe Lane, London, EC4A 3JB, United Kingdom, and its employees, sub-contractors, representatives and/or agents.

'Terms' means the Terms and Conditions set out below.

The Contract (and any relevant documents referred to in these Terms) represents the entire agreement between the Organiser and the Exhibitor in connection with the subject matter set out in the Contract.

These terms are the only conditions upon which the Organiser is prepared to deal with the Exhibitor and shall govern the Contract to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the Exhibitor's order, acknowledgement, acceptance note or similar document shall form part of the Contract and the Exhibitor waives any right which it might have to rely on such terms and conditions.

The headings in these Terms are for information only and do not form part of or effect the interpretation of these Terms.

## 3 Free Design Space

The minimum size for a Free Design site is nominally 30 square metres.

A copy of the working drawings of any free-design stand is to be lodged with the IBC Office for approval no later than 1st June 2011. These plans shall include elevation drawings or a clear indication of the height of the various elements of the stand, including hanging signs. Such designs must meet the following criteria:

a) Stand designers must avoid designs blocking or boxing-in other Exhibitors' stands.

b) Stands may not overhang the allotted area nor be any obstructions permitted of aisles, fire points, fire extinguishers or emergency exits.

c) Exhibitors who want to erect any structure more than 4 metres above floor level are to notify the Organiser at the time of the Space Application, so that account can be taken (where possible or practicable) with the allocation of space.

d) Adjacent free-design stands must be separated by walls with a minimum height of 2.75 mtr (9ft). Higher separation walls are permitted up to 4.00 mtr (13 ft) provided the adjacent exhibitor is informed and the exhibitor erecting the higher wall will finish the visible part of the back of the wall in a neat way, in harmony with the design of the adjacent stand. IBC encourages neighbouring exhibitors or their stand contractors to contact each other in advance to discuss their stand design. Contact names, addresses and telephone numbers will be provided by the IBC Office upon request. The Exhibitor consents (on behalf of itself, its employees, officers, subcontractors and/or agents) to the Organiser passing on such details to neighbouring exhibitors or their stand contractors.

e) Outside walls must be interrupted with an unobstructed break of at least 2 metres width at every 6 metre intervals. Walls and structures on outside edges must be a maximum of 4 metres in height.

f) Double-decker stands are permitted in most halls but a surcharge of 25% of the space rental fee will apply for the total surface of the upper floor area(s). Exhibitors should notify the Organiser of their intent at the time of space application. Please note that it will be necessary for exhibitors to obtain a structural build permit which can be applied for via the exhibitors manual.

g) Exhibitors must ensure that their stand design conforms with the Exhibition Hall Floor Loading.

h) If Exhibitors are planning to stage demonstrations or presentations, a reasonable space for the audience must be reserved within the confines of the stand. See also Clause 8.

i) Lighting in stands shall not interfere with monitor displays in other stands. The use of flashing lights, strobe, neon or floodlights are prohibited as are moving spotlights and gobos.

j) Helium balloons are not permitted in the RAI Complex.

The Organiser's decision as to the compliance of an Exhibitor's stand with these Terms shall be final and binding. Furthermore, the Organiser reserves the right to impose such other binding conditions on the subject of exhibition stands as the Organiser may in its discretion deem necessary or which the Landlords may direct from time to time.

## 4 Shell Scheme Stands

The minimum size for a Shell Scheme stand is nominally 9 square metres. The Shell Scheme contractor will display the Exhibitor's name and stand number on the appropriate panels and fascia board. It is not allowed to attach any additional texts, logos, etc. to the panel mounted on top of the side walls or on the fascia board. See also Clause 5.d).

## 5 Stand Alteration

a) The Organiser reserves the right (in its entire discretion) to modify the layout of stand sites and aisles.

b) The Organiser reserves the right (in its entire discretion) to require Exhibitors to make such alterations to their stands, or to the arrangement of Exhibits, as they reasonably feel necessary to maintain an acceptable standard of presentation or to avoid interference with the displays of other Exhibitors.

c) Conversion of an allocated Shell Scheme site to Free Design is not permitted.

d) No alteration to the structure or format of a Shell Scheme stand is permitted and any attempt to do so will involve the reinstatement of the original structure at the expense of the Exhibitor.

## 6 Co-exhibitors

The Exhibitor may, subject to obtaining the prior written approval of the Organiser, enter into an arrangement with third parties, known as Co-exhibitors, to share the whole or part of its stand. When entering into such an arrangement with a Co-exhibitor, the Exhibitor shall ensure that the Co-exhibitor agrees in writing to comply with these Terms and for this purpose, the reference in these Terms to Exhibitors shall be deemed to include Co-exhibitors.

a) Only one company will be recognised as the principal stand holder (or main exhibitor). This will be the company with which IBC has a contract for stand space. All other companies sharing that stand space will be referred to as Co-exhibitors.

b) The main Exhibitor will be the only company to be dealt with and invoiced by the IBC office.

c) Co-exhibitors will only have their company name and address entered in the Exhibition Catalogue with a cross-reference to the main Exhibitor. Full catalogue entries can only be provided to exhibitors. Co-exhibitors wanting full exhibitor status will be required to pay a fee.

d) Co-exhibitors' names, if supplied well in advance, will be included in published exhibitors lists.

e) The main Exhibitor shall be jointly and severally liable for the compliance by the Co-exhibitor with these Terms and for any damage, loss, cost, charges and expenses whatsoever, caused directly or indirectly by the Co-exhibitor.

## 7 Product Promotion off and away from the stand

Product or company promotion off or away from the stand is only allowed by companies exhibiting at IBC2011, and then only provided the following conditions are complied with:

a) The Exhibitor must have the prior written approval from the Organiser. With their request they should indicate where and when, and with how many people involved at any time they want the promotion to take place. If the promotion includes the distribution of materials, the nature of those materials should be described and approved by the Organiser as well.

b) If, in the opinion of the Organiser, there are too many Exhibitors wishing to carry out a promotion at the same time and place, a rota will be set up by the Organiser.

c) The promotion must be done in a nonaggressive way and in good taste. The Organiser's judgement will be final and binding.

Putting up posters anywhere in the exhibition complex is not allowed.

The aisles are to be kept free of any form of promotional material, including Gobo lighting.

Certain promotional opportunities will be possible at IBC2011 and the terms and conditions governing such opportunities will be published separately.

## 8 Product Demonstrations and Presentations

It is appreciated that staged equipment demonstrations and presentations are an integral part of IBC. The Organiser expects the Exhibitor to exercise discretion and show courtesy to fellow Exhibitors. Whenever

loudspeakers and/or other sound devices are being used, they should be placed in such a way as to direct the sound downwards and into the stand, but never into or across the aisles. The operation of any sound device must not interfere with, or be an annoyance to any nearby stand. Sound levels in neighbouring or opposite stands shall not exceed 80 dB (A) for speech and 70 dB (A) for music and sound effects. The use of high level, low frequency sounds should be avoided. If, after a warning has been issued, the sound levels are still too high, the Organiser reserves the right to turn off the power to the stand in question and to allocate a less favourable stand location for IBC2012 and such other exhibitions as the Organiser may arrange from time to time.

The Organiser may also require such demonstrations or presentations to be operated to a timetable as laid down in consultation with them and any other interested parties. See also Clause 3(h).

## 9 Equipment Interference

No equipment may be operated which emits excessive noise or causes electrical interference or other annoyance. In this matter the decision of the Organiser is final. For any piece of equipment that is transmitting electro-magnetic waves, a licence is required from the Ministry of Economic Affairs Radiocommunications Agency Netherlands. This includes wireless microphones, walkie-talkies and satellite uplinks. Before transmitting, the licensee must make sure that the radio communication of other users of the frequency concerned will not be interfered with. Use of the transmitter(s) should be discontinued if it is shown to cause interference to other users and/or services.

## 10 General Obligations of Exhibitors

Without prejudice to the other obligations of the Exhibitor under these Terms, the Exhibitor undertakes to comply with the following obligations:

a) not to exhibit or advertise any article, thing or other matter, which in the opinion of the Organiser is of an obscene or objectionable nature;

b) not to conduct business in such a manner as to be in the opinion of the Organiser objectionable to any other Exhibitor, visitor or the Organiser;

c) not to do, cause or suffer on the stand anything which shall, in the opinion of the Organiser constitute a nuisance or which may be an infringement of or occasion or render possible a forfeiture of or an endorsement on any licence held by the Organiser or the Landlords;

d) not to do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the

stand or the Exhibition site or to the person or property of the Organiser or any other Exhibitor or visitor;

e) without the Organiser's prior written consent, not to make any changes to the exhibition hall including for instance bill posting, hacking, breaking, drilling and nailing and/or painting on or to floors, walls, ceilings, columns, stairs and the like;

f) not to permit any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides) and foul smelling substances or radioactive sources to be brought into the exhibition halls or the RAI Centre generally unless the Organiser has given its prior written consent thereto;

g) to ensure that products presented and present in the exhibition halls are of satisfactory quality and at all times meet the statutory and other applicable requirements and regulations.

h) not to use open, running and/or atomized water in its exhibition stand or elsewhere without the prior written consent of the Organiser;

i) to keep all entrances, exits, gangways, pass doors and passages clear and unobstructed;

j) to remove immediately upon demand any exhibit which in the opinion of the Organiser is outside the scope of the Exhibition;

k) to keep readily available at all times all consents, permissions and authorities issued by the Organiser required under these Terms together with all policies of insurance and produce any or all of the same to the Organiser on demand;

l) to comply with the guidelines as laid out in the Exhibitors' Manual and late-breaking items as published in Exhibitors' News Updates.

## 11 Build-up Schedule

Free Design Exhibitors and their contractors will be allowed into the exhibition halls from 08.00 hrs Friday 2nd September 2011. Exhibitors requiring an extra build-up day are allowed to move in from 08.00 hrs Thursday 1st September 2011 at an additional charge of €15 + VAT per square metre of rented space.

Shell Scheme Exhibitors and their Contractors will be allowed into the exhibition halls from 08.00 hrs Wednesday 7th September 2011.

Outside Exhibitors and their Contractors will have access to the outside display area from 08.00 hrs Wednesday 7th September 2011.

## 12 Exhibit Removal

The break-down schedule is as follows:

Tuesday 13th September 2011: 16.00-20.00 hrs: removal of hand held goods only. After 20.00 hrs: removal of hand held goods and equipment only. Wednesday 14th September, Thursday 15th September and Friday 16th September: removal of all exhibits. Exhibitors must have removed all their exhibits from all halls by Friday 16th September 2011 18.00 hrs.

The following further terms will apply for the removal of exhibits:

a) Exhibits may not be removed from stands before 16.00 hrs on Tuesday 13th September 2011 without prior written approval of the Organiser.

b) Should an Exhibitor fail to vacate their stand, space or premises by the times specified by the Organiser, such Exhibitor shall be liable to indemnify the Organiser for any losses, damages, charges or costs incurred by the Organiser as a result thereof.

## 13 Cleaning

All aisles and all stand floors will be cleaned daily by contractors appointed by the Organiser. Tables, chairs, stools and information counters will also be cleaned and wastepaper baskets will be emptied. Exhibitors are responsible for the cleaning of the other stands, exhibits and the general tidiness of their stands. Small amounts of refuse such as coffee cups, etc., will be collected from the stands on each evening of the open days of the Exhibition, provided they are deposited in plastic bags at the front of the stand at the time of closure of the Exhibition.

## 14 Electrical Installation

All on-site electrical supply installation must be carried out by the officially appointed electrical contractor, Expotech B.V. All prefabricated electrical fittings will be subject to an inspection by the official contractor before connection to the mains supply and a nominal charge may be made.

## 15 Official Contractors

a) Only contractors appointed by the Organiser are permitted to operate within the confines of the Amsterdam RAI International Exhibition & Congress Centre. The sole exception to this term is private contractors erecting Free Design stands or displays in a Shell Scheme stand.

b) The Exhibitor may not sell or provide to third parties any drinks, foodstuffs or stimulants unless prior written consent has been received from the Organiser or conditions determined by the Organiser.

## 16 Local Regulations

Exhibitors are required to familiarise themselves with and conform with all appropriate local laws, health and safety requirements, regulations or bylaws of any government or statutory body or any local authority in force at the time of IBC2011, as well as any general conditions of the Landlord applicable to the Exhibitor and/or its staff, contractors and agents.

## 17 Flammable Materials

All materials used in the construction of stands and displays are to be fully fire-proofed and comply with all other local regulations.

## 18 Fire Extinguishers

The Landlords will provide fire-fighting equipment to meet local regulations for the overall layout of the Exhibition. Fire extinguishers for use in the Exhibitor's stands can be rented.

## 19 Damage to Exhibition Areas

a) The Exhibitor is responsible for the cost of making good, restoring or renewing any case of serious dilapidation to the Exhibition Hall or any part thereof caused by the exhibitor. The Organiser will inspect every site before erection and after demolition of the stands. Dilapidation includes (by way of examples only) marks caused by paint, bolt, screw, nail holes, carpet tape, etc. In the Exhibitor's own interest, the Exhibitor should satisfy itself as to the condition of its site both before erection of the stand and after clearance.

b) Exhibitors shall indemnify the Organiser and the Landlords against any claim made against them in respect of damage whether to the Amsterdam RAI International Exhibition & Congress Centre structure or property or otherwise, caused by Exhibitors' stands, exhibits or staff, or by agents acting on an Exhibitors' behalf. The Organiser and/or the Landlord may in its discretion at the Exhibitor's account make good any damage inflicted

## 20 Insurance and Indemnity

a) Third Party Claims - Except for negligence on the part of the Organiser the Exhibitor (and not the Organiser, so far as is permitted by law) is responsible for all personal injury or death or damage to property arising in connection with the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, employee, agent, licensee or invitee of his or the act, omission or neglect of any such person or by any exhibit, machinery, or other article or object of the Exhibitor or in the possession of or use by the Exhibitor or any employee, contractor or agent of his. The Exhibitor will indemnify the Organiser in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims and for the avoidance of doubt, the Organiser shall be under no obligation to make any refund or repay any payment already made by the Exhibitor to the Organiser.

b) Exhibitors' Staff etc. and Exhibits at the Exhibition - Except for negligence on the part of the Organiser, the Organiser shall not (so far as is permitted by law) be responsible in any way for personal injury or death to the Exhibitor or his contractors, subcontractors, employees, agents, invitees or licensees howsoever caused nor for the loss of or damage to exhibits or to other property of the Exhibitor, its contractors, sub-contractors, employees, agents, invitees or licensees howsoever caused and the Exhibitor shall bear the sole risk in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims.

c) Exhibitors to insure themselves against abandonment, cancellation etc. of the Exhibition. Exhibitors are advised to insure against costs and losses which they may incur in the event of the Exhibition being abandoned, curtailed, cancelled or suspended in whole or

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in part for causes not within the Organiser's control or for the failure or inability of the Exhibitor (including its contractors, sub-contractors, employees, agents, invitees and/or licensees) to attend all or part of the Exhibition, since the Organiser accepts no liability in any such eventuality. The Exhibitor must ensure that any Co-exhibitor is aware of the provisions of this clause 20.

d) Product Liability - Insurance Exhibitors are advised to insure against claims arising out of bodily injury and/or property damage caused by the display and/or demonstrations of his products in whatever form or for whatever reason.

e) Certificates - An Exhibitor shall produce to the Organiser on demand certificates of insurance required by an Exhibitor to be taken out pursuant to these Terms.

f) Indemnity - The Exhibitor shall indemnify and keep the Organiser indemnified against all losses, damages, costs, charges and expenses whatsoever (including contingent, indirect or consequential loss of profit) arising from or in consequence of:

(i) any breach by the Exhibitor of any of the terms and conditions of this Contract;

(ii) any loss suffered by the Organiser as a result of default or negligence by the Exhibitor, and

(iii) any liability to or claim by any third party including the employees, contractors, agents or invitees of the Exhibitor arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of this Contract.

#### 21 Limitation of Organiser's Liability

For the avoidance of doubt, the provisions of this Clause shall be without prejudice to and additional to the other terms and conditions of the contract.

a) If by reason of or in consequence of any Act of God, war, riots, insurrection or civil commotion, terrorism, nuclear, chemical or biological contamination, sonic boom, outbreaks of infectious or contagious diseases, illnesses or epidemics, governmental regulations, legal restrictions, national and international embargoes, strikes, labour disputes, fire, flood, tempest, cancellation or curtailment of transport to and from the Exhibition (including but not limited to air travel) failure or neglect of any body or authority to supply electricity, power, gas or water, default of any supplier or sub-contractor, requisition of the Exhibition hall by any national or local authority or any threat thereof or any other cause beyond the control of the Organiser (including the Landlord's failing to make the Exhibition Halls available for force majeure reasons), the Exhibition is cancelled, postponed, abandoned, interrupted or prematurely concluded, or held on a reduced scale or at another venue, or the Exhibitor (including its contractors, sub-contractors, servants, officers, representatives, agents, invitees and/or licensees) is unable to attend or fails to attend all or part of the Exhibition, the Organiser shall be under no liability to the Exhibitor whatsoever including for any non-performance, delay in performance or any other loss, damage, claim, cost or expense (including any indirect or consequential loss) suffered by the Exhibitor or any other party.

b) Except in the case of death or personal injury and except for gross negligence on the part of the Organiser,

(i) the Organiser shall not be liable for any loss or damage, (including contingent, consequential or indirect loss or damage), cost, charge or other expense or liability arising directly or indirectly from any negligence or breach of the Contract which exceeds the amount payable by the Exhibitor under the Contract.

(ii) any claim brought against the Organiser must be notified to the Organiser in writing within 6 months of the close of IBC2011.

#### 22 Copyrights and Patents

a) The Organiser will not be liable for any loss or damage the Exhibitor, his employees, contractors or agents may sustain in respect of the infringement of any of his copyrights arising out of his participation in the Exhibition. The Exhibitor is strongly advised, where applicable, to consider making a formal application for the grant of a patent or the registration of a design as the case may be.

b) Any item of equipment (including technical equipment) furniture and/or other items brought into the Exhibition by the Exhibitor may be subject to confiscation or other action by local authority, third parties or other bodies if those items breach local law or breach the intellectual property rights of third parties or

otherwise (including local Dutch laws). In such a case, third parties may have a legal right under Dutch law to enter the Exhibition and to confiscate such items and/or to bring claims against the Exhibitor for breach of its rights and the Exhibitor acknowledges that IBC is neither able to prevent the entry to the Exhibition of such individuals nor to prevent or delay such confiscation or removal. In such cases, IBC will not be responsible in any way to the Exhibitor and the Exhibitor shall indemnify the Organiser for any loss, demand, cost or expense it may suffer as a result of any such breach (actual or alleged) on the part of the Exhibitor, any Co-Exhibitor etc.

#### 23 Rights of the Organiser and the Landlords

The Organiser and the Landlords and those authorised by them respectively have the right to enter the Exhibition premises and the Exhibitor's stand in particular at any time to execute work, repairs and alterations or for any other purposes. No compensation will be payable to an Exhibitor for damages, loss, costs, charges or other inconvenience so caused.

#### 24 Security

a) The Exhibitor shall (before, during and after the Exhibition) remain responsible at all times for the Exhibitor's property and belongings. The Organiser cannot be held responsible for loss or damage to Exhibitors' or others property at any time. Although a twenty-four hour security service will be in operation throughout the Exhibition, Exhibitors should take all possible precautions to minimise loss or damage to equipment including (if the Exhibitor deems it necessary) providing its own security service to protect the Exhibitor's property. For the purposes of this clause 'Exhibitor's property' means the property of the Exhibitor and the property of its employees, invitees, agents and contractors.

b) The Exhibitor will strictly comply with all conditions and instructions relating to security matters generally given by the Organiser and/or the Landlords and the Organiser reserves the right at any time to give (whether through itself or the Landlord) the Exhibitor or any co-exhibitor or contractor or third parties mandatory instructions regarding such matters if the fire brigade, police department or the Landlords or the Organiser itself deem it necessary in the interests of public order and safety.

#### 25 Failure of Service

The Organiser will use its reasonable endeavours to ensure the supply of the services provided by the Amsterdam RAI International Exhibition & Congress Centre and of those suppliers mentioned in the Exhibitors' Manual, but as the supply of such services is not within the full control of the Landlords neither they nor the Organiser shall incur any liability to any Exhibitor for any loss or damage, if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of rental due or paid under the Contract.

#### 26 Exhibition Space Rental Rates

The exhibition space rental rates will be charged in Euros (€) as follows:-

	Free Design Space per m2 (€)	Shell Scheme Space per m2 (€)
Early booking rate at the show (before 14 Sept 10)	338	459
Standard rate (before 31 Jan 11)	366	493
Late rate (after 31 Jan 11)	377	519

The outside exhibition space rental rate will be €182 per m2 for exhibitors with no inside exhibition space and €97 per m2 for exhibitors who have a substantial inside exhibit (Shell Scheme 21sqm, Free Design 30sqm or more).

#### 27 Space Allocation and acceptance of space

The deadline date for space applications to be received and included in the main allocation is 5th November 2010. The Organiser will inform exhibitors of their allocated Exhibition space by the 1st February 2011. Acceptance of these allocations must be received in the IBC Office by the 28th February 2011 at the latest. The allocation remains provisional until the interim payment has been received, see also clause 28.

The order in which the space allocations are being made is as follows:

a) Exhibitors applying for 200m<sup>2</sup> or more will be pre-allocated exhibition space with an even distribution of exhibition stands over all exhibition halls to ensure a good visitor traffic flow everywhere.

b) Exhibitors applying for less than 200m<sup>2</sup> will be next allocated space. Account will be taken of all requirements and requests that are listed on the Application Form. In case of any conflict over a particular site, the exhibitor with the best IBC show history will be allocated first. Exhibitors will be advised of their allocation by the end of January.

c) Exhibitors applying for exhibition space after 5th November 2010 will be offered any remaining space.

The Organiser shall not be liable to the Exhibitor for any consequences arising from the siting or the surroundings of the Exhibitor's stand.

The Organiser reserves the right to alter the layout, plans and positions of stands without liability to the Exhibitor if, in the Organiser's opinion, this is desirable in the interests of the Exhibition as a whole.

#### 28 Payments

a) A 25% deposit becomes due with the application for exhibition space. For bookings made before Friday, 24th September 2010, a 25% deposit invoice will be dispatched on 1st October 2010 and payment must be received (cleared funds) by 12th November 2010. The early-booking discount will be forfeited if payment is not received by this date or any other due date set out in sub-clauses (b) and (c) For bookings made at a later date the deposit of 25% will be payable (cleared funds) 6 weeks after the date of invoice, except for bookings made after 1st March 2011, when an invoice for 75% of the space rental charge will be issued, and after 1st June 2011, when an invoice will be issued for 100% of the space rental charge, payable as indicated in sub-clause (c) below. Please note that you will be responsible for paying a 25% deposit based on your initial space application. Any subsequent changes to your space application will be adjusted by the second instalment invoice issued on 1st March 2011. However, in the event of a material change in space booking, IBC reserves the right, and will at its' discretion, issue a revised deposit invoice.

b) For space allocations accepted by 25th February 2011, an invoice will be issued for the second 50% instalment of the exhibition space rental charge, which will be due on 8th April 2011 (cleared funds). If the payment has not been received by the due date, the allocated exhibition space will become void and may be made available to other Exhibitors.

c) An invoice for the final 25% instalment of exhibition space rental charge will be issued on 1st June 2011 and will be due (cleared funds) by 8th July 2011, failing which the allocated exhibition space will become void and may be made available to other exhibitors. Exhibitors booking after 1st June 2011 will be required to pay 100% of the exhibition space rental charge within 42 days of the invoice date. For bookings made after 8th July 2011 100% of the exhibition space rental charge will be required within 14 days.

d) If all previous payments (together with the final payment) have been made by the due date, a 2.5% Settlement Discount will apply to the total space charge.

e) The Organiser reserves the right to charge interest at the annual rate of 3% over the base rate of ABN Amro Bank from time to time to any account outstanding after a due date for payment.

f) Please note that if you require a Purchase Order number to be quoted on your IBC invoice, the relevant PO number should be entered in the appropriate box on the application for space. If this is not possible, the PO number must be provided to the IBC Finance Department without undue delay. IBC cannot subsequently re-issue invoices to display PO numbers if this procedure is not followed.

g) The Organiser reserves the right in its discretion to set off any sums owing from the Exhibitor against any amount owed or owing by the Organiser to the Exhibitor.

#### 29 Default on Payments

The Organiser reserves the right in its entire discretion to cancel any reservation of space in the event of an Exhibitor not having paid all due rental payments (including any interest due thereon hereunder) and/or any other monies due from the Exhibitor to the Organiser (and/or its contractors). If Exhibitors are in debt with IBC and/or its Contractors at the start of the build-up, they may be refused access to the exhibition venue. For the avoidance of doubt, the Exhibitor will not be entitled to any refund or other compensation in such circumstances.

#### 30 Discount for IABM members

Exhibitors who on 1st February 2011 are paid up members of the International Association of Broadcasting Manufacturers (IABM) will get a 5% discount on the first 50 square metres

of space. There will be no further discount for space above 50 square metres. The discount scheme applies to Free Design space as well as to Shell Scheme space and is subject to payments being made within the deadlines as set in clause 28 of these Terms.

#### 31 Reduction or Cancellation of Stand Space

If the Contract is cancelled before the acceptance of space, 5% of the total exhibition space rental charge is forfeited by way of liquidated damages.

Cancellations of accepted stands and reductions in stand space contracted for must be immediately notified to the Organiser in writing. A reduction in stand space shall be treated as a pro rata cancellation.

The following percentages of accepted stand space rental cost will be charged (by way of liquidated damages) depending on the date when written notice of the cancellation is received:

- a) before 6th May 2011: 25%
- b) from 6th May until 10th June 2011: 50%
- c) from 11th June 2011: 75%
- d) from 8th July 2011: 100%

The Exhibitor agrees that any sums payable in respect of cancellation are genuine pre-estimates of the loss and/or expense the Organiser may suffer in the event of such cancellation.

#### 32 Space Not Occupied

Every Exhibitor shall occupy the full stand area booked by him. Should an Exhibitor fail to take up the stand allocated to him, the Organiser reserves the right to deal with the stand so unoccupied as they think fit.

#### 33 Value Added Tax

Please note that new EU VAT regulations relating to exhibition services will come into effect on 1st January 2011. The effect of the changes are summarised below:-

(i) Dutch VAT (Btw) will continue to be charged on invoices for Free Design and Outside Exhibition space bookings to all applicants irrespective of their country of origin (with the exception of Dutch Companies who can provide the Organiser with their Dutch VAT registration number). The VAT so charged should be recoverable from the Dutch Authorities.

(ii) VAT will NOT be chargeable however on Shell Scheme bookings to Exhibitors based outside the EU and to those Exhibitors based within the EU who provide the Organiser with their VAT registration number. Please be aware that should the Exhibitor fail to provide the Organiser with their VAT registration number then the Organiser will be obliged to charge Dutch VAT and it will not be possible to reclaim this VAT from the Dutch tax authorities.

(iii) Please note that all deposit invoices for IBC2011 issued before 1st January 2011 will continue to be chargeable to Dutch VAT in the normal way.

Whilst every effort has been made to ensure the accuracy of the above VAT arrangements, the Organiser cannot be held responsible for any errors or omissions, or for any changes or alterations that may be made which are beyond their control. The applicable Dutch VAT rate ruling at the time of printing of these terms is currently 19%.

#### 34 Costs Incurred by Exhibitor

a) For the avoidance of doubt, all costs incurred by the Exhibitor are for the account of the Exhibitor and will be settled promptly including but not limited to fees and other costs related to permits, including copyright contributions to BUMA/STEMRA and SENA;

b) The Organiser reserves the right to charge the Exhibitor additional charges for any extra facilities made available to the Exhibitor by the Organiser and/or the Landlord. The Exhibitor shall indemnify the Organiser against all such costs incurred.

#### 35 Termination of the Contract

Should

(a) an Exhibitor, being an individual or firm, become bankrupt or make any arrangements with his or their creditors or, being a limited company, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or have a Receiver appointed; or

(b) an Exhibitor breach any provision of these Terms; or

(c) an Exhibitor fail to pay any money due on the due date; or

(d) the Exhibitor have cause to believe that the financial standing of the Exhibitor has materially deteriorated in circumstances where the Organiser believes the ability of the Exhibitor to meet upcoming payments or fulfil their obligations to the Organiser is in jeopardy,

then the Contract with such an Exhibitor shall at the Organiser's election terminate forthwith, save that all rental paid shall be forfeited and the balance of the whole of the sum payable under the Contract shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organiser against the Exhibitor in respect of any prior breach.

#### 36 Verbal Agreements

Any verbal agreements concerning any aspect of the Contract or the Exhibition are not valid unless confirmed in writing by all parties.

#### 37 Discretion of the Organiser

Any decision or opinion which is made or given by the Organiser in connection with these Terms shall be made or given in the Organiser's entire discretion and shall be final and binding in the absence of manifest error.

#### 38 General Lien

All exhibits are subject to a general lien in favour of the Organiser for all sums, whether for unpaid rental or otherwise, due from an Exhibitor to the Organiser and the Organiser shall have the right to exercise any such lien by sale.

#### 39 Interpretation of Terms and Conditions in Translation

In the event of any dispute as to the interpretation of these Terms as a result of their translation into a foreign language, the English version shall be taken as authentic.

#### 40 Confidentiality

The Exhibitor shall during and after termination or expiry of the Contract keep confidential all information acquired from the Organiser, which is not in the public domain, which becomes known to the Exhibitor in connection with the Contract.

#### 41 Assignment

The Exhibitor shall not assign the Contract.

#### 42 General

a) If any of the provisions set out in these Terms shall be found by a court to be void and/or unenforceable but would be valid and/or enforceable if some part thereof were deleted or the duration, extent or application altered or reduced, such provision shall apply with any such modification as may be necessary to make it valid and effective.

b) The Exhibitor must inform the Organiser as soon as reasonably practicable and no later than 21 days before the start of the Exhibition about the expected arrival of special guests (including without limitation government ministers or other dignitaries), for what the Exhibitor must make suitable safety and other measures at its own cost in consultation with the Organiser.

(c) The Organiser shall be entitled to use the name and any relevant logo of the Exhibitor (or any Co-Exhibitor) in connection with the Exhibition, (or any future Exhibition or related activity), in any promotional literature or media, or for any other reasonable use (and shall procure that any Co-Exhibitor grants) any such licence as may be required to give effect to the use by the Organiser.

(d) For the avoidance of doubt, the Exhibitor has no right to use the IBC name (in full or in abbreviated form) or logo in any form without the prior written consent of the Organiser.

(e) Each right or remedy of the Organiser under the Contract is without prejudice to any other right or remedy of the Organiser whether under the Contract or otherwise.

(f) Failure or delay by the Organiser in enforcing or partially enforcing any provision of the Contract shall not be considered as a waiver of any of its rights under the Contract.

(g) Any waiver by the Organiser of any breach by the Exhibitor or any default of the Exhibitor shall not be deemed a waiver of a subsequent breach or default.

#### 43 Third Party Rights

For the avoidance of doubt :

(a) the parties hereto may by agreement rescind or vary this Contract without the consent of any third party.

(b) no party may unilaterally rescind this Contract other than in accordance with its terms.

(c) No party other than the Exhibitor or Organiser may enforce any rights under this Contract.

#### 44 Jurisdiction

These Terms are governed by English Law. The parties submit to the exclusive jurisdiction of the English courts.

# Application for Exhibition Space at IBC2011

**RAI Amsterdam**

**Conference 8-13 September : Exhibition 9-13 September**

IBC ID No.



Please complete the following in **BLOCK CAPITAL LETTERS** or attach your business card and return to:

**IBC Fifth Floor International Press Centre 76 Shoe Lane London EC4A 3JB United Kingdom**  
**Tel: +44 (0) 20 7832 4100 Fax: +44 (0) 20 7832 4130 Email: exhibition2011@ibc.org**

Name we wish to exhibit under \_\_\_\_\_

Name of person for future correspondence \_\_\_\_\_

Job title \_\_\_\_\_ Mr/Mrs/Miss/Ms/ \_\_\_\_\_

Address (no P.O. boxes please) \_\_\_\_\_

Tel (inc. International dialling code) \_\_\_\_\_ Email \_\_\_\_\_

Fax (inc. International dialling code) \_\_\_\_\_ Web \_\_\_\_\_

Contact name/company name and/or invoice address if different from above for billing purposes \_\_\_\_\_

If your company requires a purchase order please enter number here \_\_\_\_\_ VAT number (Compulsory for all companies registered in the EU) \_\_\_\_\_

**One form required for each space application**

We hereby apply for the following allotment of exhibition space for IBC2011.

**Application deadlines**

The deadline date for applications to be included in the main allocation of space is 5 November 2010, after which IBC will allocate any remaining space.

**Early booking rate at the show** (before 14 September 2010)

**Standard rate** (before 31 January 2011)

**Late rate** (after 31 January 2011)

All prices are per square metre (m<sup>2</sup>) and in Euros (€)

**Free Design Space**

(min 30 m<sup>2</sup>) ..... m<sup>2</sup>

**Preferred dimensions**

Width ..... m

Depth ..... m

€ 338 per m<sup>2</sup>\*

€ 366 per m<sup>2</sup>

€ 377 per m<sup>2</sup>

We plan to build higher than 4m (please tick this box)

We plan to build a double-decker (please tick this box)

**Shell Scheme Space**

(min 9m<sup>2</sup>) ..... m<sup>2</sup>

Width ..... m

**Please tick preferred depth**

3.0m  3.5m

4.0m  5.0m

€ 459 per m<sup>2</sup>\*

€ 493 per m<sup>2</sup>

€ 519 per m<sup>2</sup>

The rental price is inclusive of a standard Shell Stand as described and illustrated in the prospectus.

**Outside Space**

..... m<sup>2</sup>

..... € 182 per m<sup>2</sup>

..... € 97 per m<sup>2</sup>

For companies who order an outside site plus an inside site of at least 30m<sup>2</sup> Free Design or 21m<sup>2</sup> Shell Scheme the lower OE charge shall apply.

\* Only applicable if 25% deposit is received by due date. [A discount of 2.5% of the total rental cost shall apply if every payment (cleared funds) is received by the due date.]

Please provide us with the following information where it is appropriate to your application. Please also prioritise the information in order of importance by numbering the boxes 1 to 8 (1 = most important and 8 = least important).

Do not give the same value to more than one box.

Product Category  **Importance Rating (1-8)**

Hall number

Number of open sides

Stand size  m<sup>2</sup>

Stand dimensions  m x  m

**Near** to the following companies

**Not near** to the following companies

Additional requests

Please do not send any money now, an invoice will be sent to you 6 weeks before the deposit is due.

We hereby agree with the Organisers to take the above mentioned space or as such as shall eventually be allotted to us and agree to pay a deposit of 25% of the total rent cost of the space applied for + VAT (Dutch BTW, currently 19%).

We further agree to pay:

1. An interim payment of 50% of the total rent cost + Dutch VAT by 8 April 2011
2. The balance of the total rent cost (25%) + Dutch VAT by 8 July 2011

Please also refer to items 28-31 of the terms and conditions for further information regarding payments and cancellations.

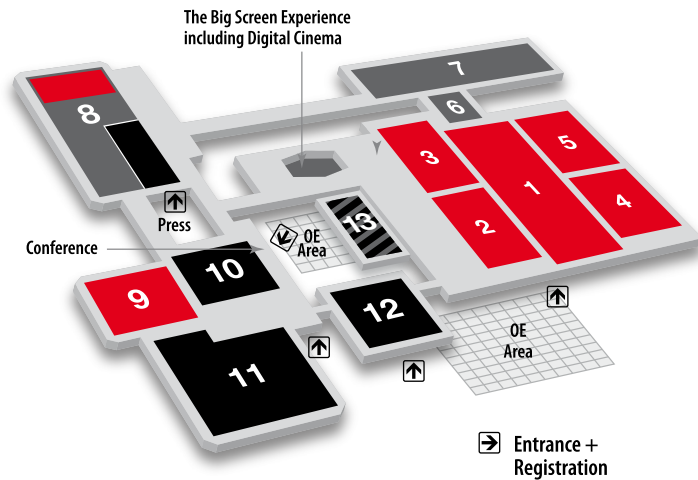
Please tick the box if you do not consent to us transferring information about you from this application to third parties who may be based in countries that do not have laws to protect your information.

By signing this Application for Space, you confirm that you understand that it is your responsibility to ensure that you have adequate insurance coverage for the Exhibitor's participation in IBC2011 according to section 20 of the Terms and Conditions for IBC2011.

To all agreements between IBC and an Exhibitor, the Terms & Conditions for IBC2011 of IBC apply to the entire exclusion of any terms & conditions of the Exhibitor. Any terms & conditions of the Exhibitor are explicitly rejected.

**I have read and agree to be bound by the terms and conditions for IBC2011 which are printed in this document.**

Signed \_\_\_\_\_ Date \_\_\_\_\_



**Creation ■**

- Studio Systems
- Content Production
- Telecine & Film
- Audio & Radio Displays

**Management ■**

- Systems Integration & Consultancy
- Playout Automation & Server Applications
- Media Asset Management
- Post Production & New Media

**Delivery ■**

- Mobile
- Cable & Satellite
- Service Providers & Broadcasters
- Transmitters & Set Top Boxes
- iTV
- iPTV
- Home Systems & Broadband

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