

**RULES OF PARTICIPATION IN EXHIBITIONS ORGANISED
BY THE BUSINESS AND SOCIAL PARTNERSHIP CENTRE OF AGRICULTURE ACADEMY OF VYTAUTAS MAGNUS
UNIVERSITY**

I. GENERAL PROVISIONS

- 1.1. The Rules of Participation in Exhibitions (hereinafter referred to as “the Rules”) organised by the Business and Social Partnership Centre of the Agriculture Academy of Vytautas Magnus University (hereinafter referred to as “the University”, “the Organiser”) shall regulate the general and special conditions of participation in the exhibitions, as well as the rights and obligations of the participants of the exhibitions (hereinafter referred to as “the Exhibitors”).
- 1.2. Definitions used in the Rules:
 - 1.2.1. **An Exhibition Stand** means the location of an Exhibitor’s display with an exhibition or a small trader’s trading area.
 - 1.2.2. **The Exhibitor** means a natural or legal person who has signed a contract for the provision of services (participation in the Exhibition) (hereinafter referred to as the “Contract”) and who displays products and/or services at the Exhibition or a Small Trader who sells goods at the Exhibition.
 - 1.2.3. **A Small Trader** means a natural or legal person who sells handicrafts, plants, foodstuffs and/or other goods of a similar nature (hereinafter referred to as “Goods”) at an Exhibition. The Exhibition is open only to folk artists, craftsmen, folk artisans, members of organisations of creators and craftsmen, representatives of national and culinary heritage, farmers, herbalists, gardeners, food producers and their representatives, natural and legal persons providing catering services, and representatives of non-mass-produced goods. The trade is open to products of national heritage, folk art, fine crafts and handicrafts, agricultural products, foodstuffs, alcoholic beverages, the ethyl alcohol concentration of which does not exceed the requirements set by Kaunas District Municipality;
 - 1.2.4. Other terms used in the Rules shall be understood as defined in the internal documents of the University and the legal acts of the Republic of Lithuania.

II. GENERAL CONDITIONS OF PARTICIPATION

- 2.1. The Exhibition shall be open to any natural or legal person wishing to display exhibits corresponding to the theme of the Exhibition or to a Small Trader wishing to sell relevant goods and belonging to at least one of the groups of persons referred to in Clause 1.2.3 of the Rules (hereinafter together referred to as the Applicant).
- 2.2. The Applicant undertakes to send to the Organiser, based on an online application form (hereinafter referred to as the “Application Form”), a signed contract for the provision of services (participation in the Exhibition) (hereinafter referred to as the “Contract”), and to pay for the services of the Organiser within the time and according to the procedure and in accordance with the deadlines set out in the Contract in accordance with the proforma invoice issued by the Organiser.
 - 2.2.1. The Contract with the Applicant, where he is classified as a Small Trader, shall only be signed if it provides catering services and/or sells alcoholic beverages of national heritage; otherwise, only an Application Form shall be filled in, based on which a proforma invoice shall be issued.
- 2.3. The Applicant shall be registered as an Exhibitor and shall be entitled to participate in the Exhibition only upon full payment of the proforma invoice provided by the Organiser.
- 2.4. Applications received after the closing date for the registration of Applications may be accepted at a later date at the discretion of the Organiser.
- 2.5. The Organiser shall have the right not to register the Applicant or to cancel the registration of an Exhibitor who fails to comply with these Rules, other internal documents of the University and/or provisions of the legislation of the Republic of Lithuania, as well as if the Applicant has been a participant of the Organiser’s previous exhibitions, has violated the Rules, and/or has improperly fulfilled his/her contractual obligations

towards the Organiser. In the case set out in this Clause, the prepayment received from the Applicant shall be refunded.

- 2.6. The Organiser shall have the right not to register the Applicant if it is impossible to fully satisfy the services requested in the Application and/or if the Applicant is insolvent or potentially insolvent, and if the Applicant's activities do not comply with the Organiser's aims and objectives. In the case set out in this Clause, the prepayment received from the Applicant shall be refunded.
- 2.7. In seeking to order additional services, the Exhibitor shall submit to the Organiser specification to the Application (hereinafter referred to as "Application Specification"), which must be signed by the Exhibitor (i.e. the head of the legal entity or his/her authorised person, or a person responsible for the performance of the Contract by the Exhibitor). Exhibitors ordering additional services (including, but not limited to, increasing the size of the Exhibition Stand, providing additional equipment and/or inventory services, etc., as required) by way of revisions to the Application shall be fully subject to the rights and obligations set out in these Terms and Conditions.
- 2.8. The Organiser shall have the right to close the Exhibitor's stand if the Exhibitor violates the provisions of these Rules and/or other internal documents of the University and/or legal acts of the Republic of Lithuania and/or is required to do so by the relevant state authorities.
- 2.9. An Exhibitor may participate in the Exhibition Stand with a sub-exhibitor (another legal entity), but the sub-exhibitor must be registered in the Exhibitor's Application. A sub-exhibitor is subject to the same rights and obligations as an Exhibitor. *This Clause does not apply to Small Traders.*
- 2.10. If the Exhibitor has ordered the unloading/loading of exhibits (by forklift truck or crane with special staff), these services may only be provided in the presence of a representative of the Exhibitor.
- 2.11. In the case of the Exhibitor's refusal to participate in the Exhibition or his/her failure to arrive before the opening of the Exhibition, the Organiser shall have the right to use the Exhibition Stand booked by the Exhibitor at own discretion.
- 2.12. The Organiser's liability in connection with the services provided at the Exhibition shall be limited to direct damages; indirect damages (loss of income) shall not be compensated.

III. TERMS OF PAYMENT AND REFUSAL TO PARTICIPATE IN THE EXHIBITION

- 3.1. In accordance with the Contract and/or the Application and/or revisions to the Application (if any), the Exhibitor undertakes to pay for the services ordered as required following the proforma invoice(s) issued by the Organiser. Prepayment based on the Application Form is a prerequisite for participation in the Exhibition, and prepayment based on revisions to the Application Form is not a prerequisite for participation in the Exhibition.
- 3.2. Concerning each specification of the Application, the Organiser shall provide the Exhibitor with a corresponding supplementary prepayment invoice, which the Exhibitor undertakes to pay within 10 (ten) working days from the date of receipt of each prepayment invoice, but no later than the commencement of the Exhibition, i.e., the commencement of the provision of the Services. Shall the Exhibitor fail to settle with the Organiser in accordance with the procedure set out in this clause, no additional services (based on an adjustment of the relevant Application) shall be provided to the Exhibitor.
- 3.3. The final invoice(s) for the services provided shall be drawn up by the Organiser and submitted to the Exhibitor no later than 5 (five) working days from the date on which the services were provided, i.e. from the end of the Exhibition. The final invoice(s) shall be deemed to be the Delivery and Acceptance Certificate(s).
- 3.4. In the case of cancellation of participation in the Exhibition, 50 (fifty) per cent of the prepayment (s) (excluding the registration fee, if any) shall be refunded at least fifteen (15) working days prior to the opening of the Exhibition. In the case of cancellation after the deadline set out in this Clause, or in the event of non-attendance at the Exhibition, the prepayment (s) shall not be refunded. The refusal of an Exhibitor to participate in the Exhibition must be made in writing by the head of the legal entity or his/her authorised representative.

IV. RIGHTS AND OBLIGATIONS OF THE EXHIBITOR

4.1. The Exhibitor shall undertake to:

- 4.1.1. fill in the participation documents correctly and on time and hand them over to the Organiser (i.e. the Application and/or the signed Contract, revision to the Application, if necessary, as well as the information/documents specified in the Regulation on the Design and Installation of the Exhibition Display of Vytautas Magnus University (hereafter referred to as the “Regulation on the Exhibition Display”) and in other internal documents of the Organiser);
- 4.1.2. register at the Exhibition Information Centre and collect the Exhibitor’s Identification Card(s) and car parking permit(s) before setting up the Exhibition Stand. *This Clause does not apply to Small Traders;*
- 4.1.3. set up and (dis)install the Exhibition Stand following the procedures and deadlines specified in the Contract. *This Clause does not apply to Small Traders;*
- 4.1.4. ensure that it and its representatives wear their Exhibitor’s Identification Cards when working at the Exhibition Stand;
- 4.1.5. park your car(s) only in the parking spaces provided by the Organiser and not to drive within the exhibition area during the exhibition; remove your car(s) from the Exhibition Grounds no later than 30 minutes before the opening of the exhibition opening hours, and keep the relevant permits in the car, in a clearly visible place;
- 4.1.6. on each day of installation of the Exhibition Stand and the working day of the Exhibition, at the end of the opening hours of the Exhibition, to hand over the Exhibition Stand to the relevant Exhibition Security Service in accordance with the procedures and within the time limits set out in the Contract. *This Clause does not apply to Small Traders;*
- 4.1.7. protect the Exhibition area and the property of the University and third parties therein, to use the property only in accordance with its direct purpose and only for the purposes related to the Exhibition, not to remove the property from the Exhibition area, to observe the occupational health and safety, as well as the general health and hygiene requirements of the legislation of the Republic of Lithuania, and to indemnify the University and/or any third parties for all the damages incurred as a consequence of non-observance of the requirements;
- 4.1.8. keep the Exhibition Stand clean during and after the Exhibition and leave the Exhibition Stand in the same condition as it was handed over to the Exhibitor;
- 4.1.9. not to block the outdoor exhibition areas or otherwise, restrict the principle of freedom of movement during the Exhibition and not to occupy an area larger than the space allotted to him/her in the Exhibition Stand;
- 4.1.10. before flying a drone (unmanned aerial vehicle) during the Exhibition, agree in writing with the Organiser and to comply with the general rules approved by the Civil Aviation Administration as well as with other legal acts of the Republic of Lithuania and the European Union, and in case of failure to comply with such rules, to compensate the University and/or third parties for all the resulting losses;
- 4.1.11. not to resell or otherwise transfer your Exhibition Stand (or any part thereof) to any third party or grant any other rights to third parties to use the Exhibition Stand (or any part thereof). Should the Exhibitor fail to comply with the obligations of this Clause, the Organiser shall have the right, at its sole discretion, to exclude third parties and/or their property from the territory of the Exhibition without ensuring the protection of such property and to terminate the Contract with the Exhibitor (if any) unilaterally and immediately. The Exhibitor undertakes to indemnify the Organiser against any loss incurred by the Organiser as a result of non-compliance with this Clause.
- 4.1.12. comply to the fullest extent possible with all requirements of the General Fire Safety Regulations (and in the event of any failure to do so, to indemnify the University and/or third parties against any loss suffered as a result) (including but not limited to the following):
 - 4.1.12.1. not to use any explosive or fire-hazardous materials;
 - 4.1.12.2. not use open flames, especially flammable and highly flammable materials in the Exhibition Stand;

- 4.1.12.3. after the end of the opening hours of the Exhibition, check every day that all electrical appliances have been switched off and that there are no smouldering fires in rubbish bins or other places;
- 4.1.12.4. the luminaires in the Exhibition Stand must be installed at a distance of at least 0.5 m from combustible surfaces (the luminaires in the Exhibition Stand must also comply with fire safety requirements);
- 4.1.12.5. not to store containers, packaging materials, goods, exhibits and/or other structures and materials outside the Exhibition Stand;
- 4.1.12.6. in the case of a fire, take all possible measures to extinguish the fire and immediately inform the Organiser (i.e. the Exhibition Information Centre) of such circumstances.
- 4.1.13. when importing exhibits/goods from foreign countries, to comply with all customs, tax and other regulatory requirements of the Republic of Lithuania for such exhibits/goods, and in case of non-compliance with such requirements, to compensate for any losses incurred as a result thereof. The exhibitor undertakes to accept exhibits coming from foreign countries;
- 4.1.14. compensate for any damages resulting from infringements of patents, trademarks or other proprietary rights relating to the goods and/or services exhibited by the Exhibitor;
- 4.1.15. compensate the University and/or third parties for any and all damages resulting from health problems, injuries and accidents caused by the Exhibitor, its representatives and third parties connected with the Exhibitor's activities/services (including, but not limited to, other visitors and exhibitors as well as the University's employees) during their attendance at the Exhibition;
- 4.1.16. take full responsibility for accidents, damage to their exhibits/goods, theft, natural or technical disasters, water or power failures not caused by the Service Provider during the Exhibition;
- 4.1.17. take full responsibility for any damage to the Organiser's and/or other third party property during the Exhibition caused intentionally and/or negligently by the Exhibitor and/or third parties associated with the Exhibitor, and to compensate the Organiser and/or other third parties for any losses incurred as a result;
- 4.1.18. take full responsibility for any displays/merchandise left behind after the Exhibition and/or any uninstalled Exhibition Stand;
- 4.1.19. pay any other damages to the University and/or third parties not covered by these Rules and/or the Contract, which are caused by the Exhibitor's fault;
- 4.1.20. comply with other obligations set out in the Agreement, the Stand Regulations and other internal documents of the Organiser, as well as the legal acts of the Republic of Lithuania regulating participation in the Exhibition.
- 4.2. The Exhibitor shall have the right to:
 - 4.2.1. receive appropriate services in terms of the exhibition venue, the equipment and/or inventory on-site, and coordination and advice as required;
 - 4.2.2. decorate the equipment and/or inventory provided by the Organiser, undertaking not to damage them and to leave the equipment and/or inventory in the same condition as when it was handed over to the Exhibitor;
 - 4.2.3. obtain permission for the Exhibitor's car(s) to park in the relevant car park (this permission is granted in proportion to the booked exhibition space);
 - 4.2.4. use the Exhibitor's Identity Card, which entitles to stay at the relevant Exhibition Stand for 1 hour after the end of each working day of the Exhibition and to arrive at the Exhibition Stand 1 hour before each working day of the Exhibition;
 - 4.2.5. submit all complaints to the Organiser at vspc.zua@vdu.lt before the end of the Exhibition opening hours;
 - 4.2.6. exercise the rights set out in the Contract, other internal documents of the Organiser and the legal acts of the Republic of Lithuania regulating participation in the Exhibition.

V. SPECIFIED CONDITIONS OF PARTICIPATION FOR SMALL TRADERS

- 5.1. Small Traders selling food and alcoholic beverages shall submit to the Organiser, together with the Application Form, a valid certificate of approval as a food business entity of the State Food and Veterinary Service, licenses, and shall have all documents proving the legality of their activities during the Exhibition. Small Traders are responsible for obtaining a one-off alcohol licence issued by Kaunas District Municipality.
- 5.2. Small Traders of plants and seedlings must ensure that regular phytosanitary inspections of plants and plant products are carried out and that all documents proving the legality of their activities are available at the Exhibition.
- 5.3. The Organiser shall reserve the right to select Small Traders, giving preference to those who have a folk artist's certificate, a certificate of national and culinary heritage, and sell their goods and products. If the Organiser is conducting the relevant selection and the Exhibitor does not meet the selection criteria but has already paid the invoice(s), the prepayment received from the Applicant shall be refunded.
- 5.4. The Exhibition Stands for Small Traders in the territory are marked unless weather conditions or other factors beyond the Organiser's control prevent it.
- 5.5. The Organiser shall reserve the right to unilaterally change the Small Trader's Exhibition Stand to another of the same size due to unforeseen circumstances.
- 5.6. Small Traders shall undertake to set up the Exhibition Stand (i.e. tent, stalls, food storage, refrigeration equipment, etc.) no earlier than one calendar day before the Exhibition, between 1:00 p.m. and 6:00 p.m., or on the first day of the Exhibition, between 6:30 a.m. and 9:00 a.m., i.e. prior to the opening of the Exhibition.
- 5.7. Small Traders arriving at the Exhibition shall contact the security officer of the territory concerned, who will specify the location of the Exhibition Stand and provide the Exhibitor's Identification Card(s) and the parking permit(s).
- 5.8. The Small Traders shall take full responsibility for any damage to the Exhibition Stand, the goods and their protection before, during and after the Exhibition. The Organiser shall not be liable for the security, damage and/or thefts of goods in the Exhibition Stand.
- 5.9. *Small Traders shall not be subject to points 2.9, 4.1.2, 4.1.3 and 4.1.6 of these Rules.*

VI. FINAL PROVISIONS

- 6.1. These Rules, amendments and/or additions thereto shall be approved by order of the Rector of the University.
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