

# APPLICATION FOR STAND SPACE



## **BITS Business IT South America a CeBIT Event Porto Alegre/ Brazil, 10-12 May 2011**

This contract is hereby made between the organizer **Hannover Fairs Sulamérica Ltda.** and the **exhibitor** as named below for this exhibition.

### **Exhibitor Details**

Company name: \_\_\_\_\_

Street / P. O. Box: \_\_\_\_\_

Country / Postcode / City: \_\_\_\_\_

Location of head-office: \_\_\_\_\_

Website: \_\_\_\_\_ Company Email: \_\_\_\_\_

Name of Managing Director \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### **Type of Company** (multiple answers possible)

- Manufacturer  Importer  Association  Organizer of group participation  
 Other (please specify): \_\_\_\_\_

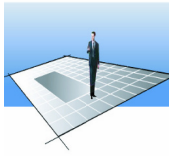
### **Product category** (please tick ✓ the appropriate box)

- Business IT & ITC Infrastructure  
 Communication B2B & Location Based Services  
 Banking & Finance  
 Public Sector  
 Future Lab

**Application deadline: 21 January 2011**

**STAND SPACE APPLICATION** (Please choose only one option)

**Option 1:**



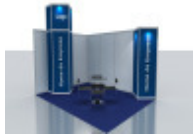
**Raw space:** Space only (minimum 9 sqm)

Rate: EUR 152,-/ m<sup>2</sup>

Size:  m X  m =  m<sup>2</sup>  
Width depth total area

Total cost: EUR \_\_\_\_\_

**Option 2:**



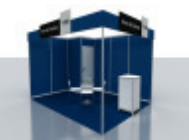
**Package price:** "Standard Shell scheme" (minimum 9 sqm)

Rate: EUR 177,-/ m<sup>2</sup>

Size:  m X  m =  m<sup>2</sup>  
Width depth total area

Total cost: EUR \_\_\_\_\_

**Option 3:**



**Package price:** "Standard Shell scheme Plus" (minimum 9 sqm)

Rate: EUR 191, -/ m<sup>2</sup>

Size:  m X  m =  m<sup>2</sup>  
Width depth total area

Total cost: EUR \_\_\_\_\_

**Option 4:**



**International Pavilion:** (minimum 9 sqm)

Rate: EUR 230 -/ m<sup>2</sup>

Size:  m X  m =  m<sup>2</sup>  
width depth total area

Total cost: EUR \_\_\_\_\_

**The price for the International Pavilion includes:** Stand construction and desk with sliding doors, small cupboard, prospect holder, use of lounge area (with tables and chairs), snacks and drinks, hostess / translator (English/Portuguese speaking)  
**Please note:** the International Pavilion will only be staged up from a total number of 8 participants.

**Note:** The organizer reserves the right to alter the size of the stand slightly.

**CO-EXHIBITOR**

We register the following company as a **co-exhibitor** according to the Terms & Conditions for Participation (please photocopy this form if you apply for more than one co-exhibitor).

----- **Co-exhibitors are free of charge** -----

Company name: \_\_\_\_\_

Street / P. O. Box: \_\_\_\_\_

Country / Post Code / City: \_\_\_\_\_

Contact person: \_\_\_\_\_ Designation: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Please note:** Co-Exhibitor's document's and invoices will be sent directly to the main exhibitor / pavilion organizer

## EXHIBITOR UNDERTAKING

To all the exhibits on display, we either own the intellectual property rights, or have the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, we will remove the infringed exhibits from display immediately and will not use this reason to request back any participation fee.

## DECLARATION BY THE EXHIBITOR

We agree that this application, when approved by the organizer, shall constitute, together with the Terms & Conditions for Participation annexed hereto, and any additions which may be made pursuant to the said Terms & Conditions, a valid and legally binding contract. We have read and agreed fully to the Terms & Conditions for Participation.

This contractual document shall be signed by the contracting parties and two witnesses as appears on its front in three copies of equal content and validity for all purposes of law, obliging the same parties and successors and/or heirs, if any.

\_\_\_\_\_  
Name of authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company stamp / Chop

\_\_\_\_\_  
Signature of ORGANISER: HANNOVER FAIRS SULAMÉRICA LTDA.

CNPJ/MF: 03.033.874/0001-33

Legal representative: Constantino Fridolin Bäumle

RG: 446 888.0 CPF: 016 374 529-34

## Mode of Payment:

Cheques/Bank drafts are to be made payable to:

The collecting agent:

**Deutsche Messe AG**  
**Messegelände, 30521 Hannover**  
**GERMANY**

Telegraphic transfers are to be wired to the

Bank: **Bankhaus Hallbaum AG**  
An der Börse 7  
D-30159 Hannover

Account: **0000104000**  
BLZ: **250 601 80**  
IBAN: **DE88250601800000104000**  
BIC/SWIFT: **HALLDE2H**

## Form Return Address:

**Deutsche Messe – Global Fairs**  
Messegelände

30521 Hannover  
GERMANY

Sandra Mathews  
Jeanna Alexejev

Tel: +49 511 89 31418  
Fax: +49 511 89 31499

eMail: [Sandra.Mathews@messe.de](mailto:Sandra.Mathews@messe.de)  
[Jeanna.Alexejev@messe.de](mailto:Jeanna.Alexejev@messe.de)

# TERMS AND CONDITIONS FOR PARTICIPATION

## PROMOTER AND ORGANISER:

The company **HANNOVER FAIRS SULAMÉRICA LTDA.**, with registered office at Rua Ignácio Belinowski, 1127, in Campo Largo, Paraná, CEP 83 608-010, registered in the CNPJ/MF under No. 03.033.874/0001-33, exempt from State Registration, responsible for the promotion and organisation of the trade fair BITS Business IT SOUTH AMERICA a CeBIT Event, hereafter simply designated as the **ORGANISER**; and the **PARTICIPANT**: the legal person named and duly qualified on the front of this document, hereafter designated simply as the **PARTICIPANT**;  
Hereby mutually agree to enter into this CONTRACT FOR PARTICIPATION IN AN EVENT, pursuant to the following clauses and conditions:

## 1. OBJECT

During the period from 10 to 12 May 2011, the ORGANISER shall present the first edition of the event termed BITS Business IT SOUTH AMERICA a CeBIT Event – **International Trade Fair for Information Technology and Communication**, in an area which shall be assigned to it against payment, at The FIERGS Exhibition and Convention Centre, located at Porto Alegre, Brazil.

1.1. In the event that the assignment of the aforementioned area does not take place, the ORGANISER shall be entitled to hold the event at another location at its free and sole discretion, which the PARTICIPANT hereby accepts without any restriction.

## 2.a COMMITMENT OF THE PARTIES

2.1. The ORGANISER undertakes to subassign to the PARTICIPANT part of the area described in the same item, hereafter simply designated as the “space”, for its exclusive use, with it intended exclusively for the promotion, dissemination and display of its products or services during the days on which the event is held, with this space indicated on the front of this document, duly identified and marked off on the floor plan drawn up by the ORGANISER, with this plan fully known to and accepted by the PARTICIPANT and being available to it at the office of the ORGANISER.

2.2. The PARTICIPANT undertakes not to alter the use of the space hereby subassigned, like as well as not to transfer this contract, as a whole or in part, and not to sublet or lend the space, even partially, under penalty of incurring the sanctions established in item 5, as well as the immediate suspension of its participation in the event, independently of any judicial or extrajudicial notification.

2.3. The ORGANISER reserves the right, at its sole discretion, with a view to the optimal use of the spaces, to reallocate or transfer the PARTICIPANT to another space, provided that it is of the same area.

2.4. The PARTICIPANT may request a reduction of the space which is allocated to it or a change in the type of location for one of lower cost provided that this is available and it does so with minimum prior notice of 60 (sixty) days with relation to the starting date of the event, albeit bearing the operating cost corresponding to 10% (ten percent) of the total value in this document, with the difference in price, if any, being returned to the PARTICIPANT within a period of 60 (sixty) days calculated from the end of the event.

2.5. If the PARTICIPANT wishes to withdraw from its booking in the exhibition it must give written notice to the ORGANISER. If the PARTICIPANT withdraws on or before 30 November 2010, the ORGANISER remains entitled to 40 % of the total stand space rental charges shown on the Application for Stand Space (AFSS). If the exhibitor has not yet paid, the Exhibitor is obligated to pay 40 % of the total stand space rental charges shown on the AFSS.

2.6. If the PARTICIPANT withdraws on or after January 25<sup>th</sup> 2010, the ORGANISER remains entitled to 100 % of the total stand space rental charges shown on the AFSS. If the PARTICIPANT has not yet paid, the PARTICIPANT is obligated to make full payment to the ORGANISER within 7 days of giving notice of withdrawal. The PARTICIPANT shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

## 2.b SCOPE OF SERVICES

**Option 1:** Raw space

**Option 2:** Blue carpet applied directly over hall's floor, Octanorm profiles, white and blue panels, one 1m x 1m cabin with lockable door, one electrical distribution box with one available socket, one glass table top, 4 chairs, 2 wooden panels 50x230h cm, with the name of exhibitor in Helvetica, one wooden panel 100x50h cm with exhibitor logo.

**Option 3:** Blue carpet applied directly over hall's floor, Octanorm profiles, white and blue panels, one 1m x 1m cabin with lockable door, one electrical distribution box with one available socket, one glass table top, 4 chairs, 30 cm high blue fascia panel, two wooden panels 130x40h cm, with the name of exhibitor in Helvetica, one wooden panel 50x50 cm with exhibitor logo, one Octanorm display.

## 3. DURATION OF THE EVENT

The period for use of the space indicated on the front of this document shall correspond to the period of duration of the event, including the four-day period for assembly, three days for the event itself, and two days for the dismantling of the stand, products and equipment of the PARTICIPANT. In this way, this period shall begin on 06/05/2011 and end on 09/05/2011, on which day the PARTICIPANT must surrender the space allocated to it, duly vacated, in the same condition as it received it, returning this space in perfect order.

3.1. In the event of failure to comply with the period and surrender conditions the ORGANISER shall proceed to clear the space and re-establish the cited condition, the PARTICIPANT being liable for all the resulting costs including those relating to storage of the materials which shall be available to it for a period of 2 (two) weeks reckoned from the end of the event, with the ORGANISER free to dispose thereof after this deadline.

## 4. PAYMENT

The contracted payment amount, as well as the form and conditions of payment, are duly detailed on the front of this document.

4.1. The Tax Invoice for Services shall be issued by the ORGANISER during the holding of the event.

4.2. Instalments which remain unpaid by the respective payment deadlines shall be subject, independently of any judicial or extrajudicial notification, to a late payment fine of 2% (two per cent) and late payment interest of 1% (one per cent) per month, calculated pro rata per day of delay, with these charges calculated on the value of the

debt after monetary correction by the IGP-M (General Market Price Index) published by the FGV (Getúlio Vargas Foundation), until the effective payment of the debt.

4.3. There shall be tolerance for late payment of at most 2 (two) instalments, whether consecutive or not, after which the ORGANISER may opt for the termination or enforcement of the contract, notifying the PARTICIPANT by letter with notice of receipt, without prejudice to the fine established in item 5, with the ORGANISER also being able to assign the space to another interested party.

4.4. If the PARTICIPANT is not up-to-date with the payment of the instalments described in this clause by 20 April 2011, it shall not be able to take part in the event and shall lose the right to use the space reserved for it, without prejudice to the provisions of previous items.

4.5. The PARTICIPANT shall bear the bank expenses due on the instalments of this contract.

4.6. Any new taxes or increases in existing ones shall be the exclusive liability of the PARTICIPANT, requiring the transfer of the respective value.

## 5. TERMINATION

Without prejudice to the provisions of item 4.3, this document shall be considered to be automatically terminated by either of the parties, independently of any judicial or extrajudicial notification, in the event of nonfulfilment of any of its clauses or conditions, with the infringing party bearing a contractual fine of 10% (ten percent) of the total value of the contract, without prejudice to any losses and damages.

5.1. In the event that the PARTICIPANT is the infringing party, it must immediately surrender the space which it is occupying on the event plan, and shall forfeit any amounts paid until that point. These conditions of withdrawal shall hold until 60 days prior to the event. Thenceforth, the PARTICIPANT shall also be liable for the remaining instalments which are due.

5.2. This contract shall be considered to have been automatically terminated by either of the parties, independently of any judicial or extrajudicial notification, without any penalty, in the event of declaration of bankruptcy, insolvency or liquidation of any of the parties prior to the realisation of the event.

5.3. Tolerance by either of the parties of no fulfilment of the conditions stipulated herein shall be understood as mere liberality and may not be cited as a contractual novation or waiver of rights which may be exercised by the party considering itself to be injured at any time.

## 6. EXHIBITOR'S MANUAL

In addition to the provisions of this document, the Exhibitor's Manual shall also govern the relations between the parties, a copy of which shall be delivered in advance to the PARTICIPANT with this manual becoming an integral part of this document and with the parties undertaking to comply with all of the conditions and to observe all of the restrictions contained therein.

6.1. The Exhibitor's Manual may be altered by the ORGANISER, at its sole discretion, for the purpose of closer compliance with the conditions of realisation of the event, of which the PARTICIPANT must be duly informed.

## 7. TAX AND LABOUR OBLIGATIONS

The PARTICIPANT shall be liable for the tax and labour obligations relating to the staff which it employs, whether directly or indirectly, for the provision of services within the space which is hereby sub assigned.

## 8. REIMBURSEMENT OF EXPENSES

In the event that the ORGANISER is obliged to disburse any amount to pay the obligations of the PARTICIPANT established herein, the latter party undertakes to repay the same to the ORGANISER within at most 48 (forty eight) hours, reckoned from the submission of the evidence of payment accompanied by the bank payment slip.

## 9. GENERAL PROVISIONS

9.1. Companies participating with equipment within their both, arena or common areas undertake to guarantee the functioning of the same as well as to operate them with qualified staff.

9.2. The ORGANISER shall only sell space without an assembly service, with this service to be contracted directly by the PARTICIPANT which shall assume the resulting costs.

9.3. The PARTICIPANT is also liable for all injuries which it or its appointees may cause through negligence or malice at the venue for the event to the effects present within it, as well as to third parties, whether or not these are participating in the event, with its shareholders and directors being jointly and severally liable.

9.4. The ORGANISER shall be free of any liability for losses and injuries in the event of unavoidable circumstance, force majeure or act of government which prevents the realisation of the event or causes disruption to the PARTICIPANT during its realisation.

9.5. The PARTICIPANT expressly declares that it has had prior knowledge of the content of this contract as well as of the Exhibitor's Manual, and that it accepts freely, spontaneously and unconditionally its clauses and conditions, undertaking to comply with these in full.

9.6. This document may only be amended, as a whole or in part, by entering into Supplementary Agreements.

## 10. JURISDICTION

In order to settle any doubts or disputes arising from this document the parties shall choose the courts of the capital of the state of Paraná with the exclusion of any other, regardless of their merits or authority, present or future.