

TERMS AND CONDITIONS OF PARTICIPATION

The International Book Festival Budapest is organised by the Hungarian Publishers' and Booksellers' Association (H-1073 Budapest, Kertész str. 41, Hungary), hereafter referred to as the Festival Management.

These terms and conditions determine the terms and conditions of participation in the International Book Festival Budapest organised by the Hungarian Publishers' and Booksellers' Association.

1 Date of event

1.1 The **26th International Book Festival Budapest will be held at Millenáris** (H-1024 Budapest, Kis Rókus str. 16–20) **from 25 April through 28 April, 2019**. The official opening will take place on Thursday afternoon, 25 April, 2019.

On the day of the official opening the Festival will be open from 12 p.m. to 7 p.m. On Friday and on Sunday doors are open to the public between 10 a.m. and 7 p.m., on Saturday between 10 a.m. and 8 p.m.

Exhibitors will have access to the Millenáris: from 8.00 a.m. to 7.00 p.m. on Thursday; on Friday from 9.00 a.m. to 7.00 p.m.; on Saturday from 9.00 a.m. to 8.00 p.m., and on Sunday from 9.00 a.m. to midnight.

1.2 The Festival Management reserves the right to postpone the Festival, to change the opening date, to alter business hours and duration, to exclude the public, to close the Festival early or cancel it altogether if there are important reasons for doing so. Any of these measures will have no effect on the validity of contracts with Exhibitors and the Festival Management's claim for full payment of the stand rental.

2 Exhibitors

2.1 All publishers and booksellers from the host country and abroad may exhibit at the Festival and countries may also organise joint national exhibits. Companies involved in the book trade in a wider sense may also exhibit.

2.2 The term 'Publisher' in our context includes the producers of newspapers and journals with a regular literary section, educational publications and computer software as well. Booksellers, book clubs, antiquarian booksellers, wholesalers, library suppliers, printing houses, packagers and literary agents may also rent a stand.

2.3 In case of dispute the Festival Management will make the final decision. If the exhibited materials do not comply with the terms and conditions of participation the Exhibitor shall not attend the Festival.

3 Exhibits

3.1 Any publishing products and printed material may be exhibited as well as packaging materials and other products required for publications, audio-visual, and computerised media.

3.2 The Festival Management will not exercise any form of censorship, but publications may not be exhibited if Hungarian law, a law court in Hungary or a foreign court order enforceable in Hungary has banned their production, distribution or importation.

3.3 Such banned publications may neither be promoted nor advertised at the Festival.

4 Applications and Contracts

4.1 Applications must be made on the enclosed Application Form, which should be mailed or faxed to us. All sections of the form must be completed in printed letters. The form must be

returned to the Festival Management duly signed no later than the 18th January, 2019. By signing the Application Form, participants accept these terms and conditions.

- 4.2** The Exhibitor's application is binding. After receipt of the applications the Festival Management will inform the exhibitor of its location which must be re-confirmed within 8 days or send a registered letter if does not accept the offered location. In this latter case the application is to be deemed to have been withdrawn unless parties agree on another location. In case the re-confirmation is not received by the Festival Bureau within the given deadline, the Festival Management will regard the offered location as accepted. After this the organizers send the invoice to the Exhibitor and the Festival contract becomes concluded.
- 4.3** Should the Exhibitor's participation be cancelled for any reason, the stand rental must still be paid in full. If the Festival Management arranges the stand's rental with another Exhibitor, the first Exhibitor must pay a cancellation expense allowance of 10% of the stand rental to cover the Festival Management's expenses.
- 4.4** By signing the contract, the Exhibitor does not become entitled to claim a specific allocation for their stand. However, the Festival Management will attempt to comply with allocation requests and stand sizes wherever possible.

5 Online Catalogue

Each Exhibitor whose application is received by or before the above-stipulated deadline is entitled to a standard catalogue entry (company's name + 400 characters) in Hungarian and English. Extra entries may be included at an additional cost.

The Festival Management will not accept any liability for errors and omissions in the catalogue.

6 Stands

- 6.1** The equipment and dressing of stands are subject to the Technical Specifications attached. In case of breach of these regulations, the Festival Management is entitled to arrange for necessary alterations at the Exhibitor's cost.
- 6.2** Exhibitors may use exclusively only the stand location confirmed by the Organizers and paid by the Exhibitor for exhibiting objects and furniture. There is no opportunity to put a rack beyond the territory of the exhibiting stand (with the exception of a small rotating rack). Organizers are entitled to exclude any exhibitors breaching this point from the participation in the Festival. Any decoration or advertising material outside the rented area will be removed at the Exhibitor's cost.
- 6.3 The Setting Up and Dismantling of Stands**
- 6.3.1** Exhibitors renting an empty stand area may start setting up their stands at 8.00 a.m. on April 18, Wednesday. The furnishing of set-up stands in the Millenáris shall be done between 8.00 a.m. and noon on April 25, Thursday.
- 6.3.2** Stands must be dismantled between 7 p.m. and midnight 28 April, 2019.
- 6.4** Stands are guarded from 7.00 p.m. to 9.00 a.m. (the next morning) on Thursday and on Friday; on Saturday from 8.00 p.m. to 9.00 a.m. (the next morning) during the Festival. The security company shall only take responsibility if no-one stays at the stand during this period. Exhibitors shall provide that on their side nobody stays on the Exhibition area during guarding hours. Organizers do not take any responsibility for assets stored on the area of the Exhibition.

7 Delivery to the Stands

Exhibition materials may be delivered to the Millenáris from 8 a.m. on 25 April, 2019. Prior to this the Festival Management and the Millenáris are unable to receive, store or guard exhibition materials.

8 Terms of Payment

8.1 Rental and charges for additional services are payable by transfer with the Festival Management's invoice by the stipulated date.

8.2 Any Exhibitor who fails to pay the stand rental fee or the costs of any additional service to the Festival Management in time will forfeit their right of participation while still remaining liable for full payment of charges.

9 Pass to the Festival

The exhibitors shall receive free exhibitor's passes according to the size of their stands rented at the Festival. This pass shall serve as an admission card to the Millenáris.

10 Insurance

It is the responsibility of the Exhibitors to insure their exhibits as well as their own and hired stand equipment against burglary, theft, damage by fire or water, and damage during transit to and from the Millenáris. Organizers do not conclude a collective blanket insurance.

11 Conduct at the Festival

11.1 Each Exhibitor shares the responsibility of ensuring the success of the Festival and must refrain from any action likely to cause unacceptable disturbance or hindrance to other Exhibitors or the Festival in general.

11.2 Exhibitors must respect the constitutional rights of national, ethnic, racial and religious groups living in Hungary or participating in the Festival. Exhibitors are on no account to violate these groups' rights or to excite against them.

12 Non-compliance with terms and conditions

The Festival Management may exclude any Exhibitor from the Festival if they do not comply with the terms and conditions and persist in the noncompliance after due warning or in case of repeated breach of Contract for which they have received due warning at previous Festivals. In particularly serious cases, the Exhibitor may also be excluded from future Festivals. Instead of exclusion, the Festival Management is entitled to impose a penalty of up to 50% of the stand rental fee.

13 Claims of the Exhibitor

Any legal claim on the part of the Exhibitor, whether arising from the Contract or otherwise, must be submitted in writing to the Festival Management within 10 days after the Festival closes. The claim will cease to exist unless before the end of the calendar year of the Festival the Exhibitor turns to court to enforce it (loss of rights).

14 Venue, Jurisdiction, Applicable Law

The place of performance shall be the city of Budapest. At legal disputes Hungarian Courts have exclusive jurisdiction. The dispute shall be settled before a competent Court of Law of Hungary. The present Terms and Conditions of Participation and the Festival contract shall be governed by Hungarian law.

In case of deviation, the Hungarian version of the Contract shall be used for interpretation.

Budapest, 2 January 2019

Hungarian Publishers' and Booksellers' Association