

GENERAL REGULATIONS



**ITU TELECOM
AFRICA2001**
Johannesburg
12-16 November

Table of Contents

ORGANIZATION

- Article 1** Organizer
- Article 2** Venue and Dates
- Article 3** Entry Charges
- Article 4** Nature of the Exhibition

CONDITIONS OF ADMISSION

- Article 5** Application to Exhibit
 - 5.1 Submission of Application
 - 5.2 Space Allocation/Exhibition Space Contract
 - 5.3 Refusal by the ITU
- Article 6** Categories of Exhibitor
 - 6.1 Co-Exhibiting
 - 6.2 National Pavilions
 - 6.3 Publishers

FINANCIAL CONDITIONS

- Article 7** Rental Fees for Exhibition Space
 - 7.1 Indoor Space
 - 7.2 Open Air Space
 - 7.3 Co-Exhibiting
- Article 8** Final Payments
- Article 9** Cancellation/Reduction of Allocated Exhibition Space by the Exhibitor

STAND ORGANIZATION

- Article 10** Stand Construction
- Article 11** The Event Manual
- Article 12** Assembly and Dismantling
- Article 13** Removal of Abandoned Articles
- Article 14** Common Partitions

CONDUCT OF THE EXHIBITION

- Article 15** Printed Material/Advertising and Market Research Activities within the Venue
- Article 16** Cash and Carry Selling
- Article 17** Demonstrations on Stands and Aisle Obstructions
- Article 18** Noise Levels
- Article 19** Stand Staffing and Exhibits during the Exhibition
- Article 20** Photographing and Filming of Exhibits

FINAL PROVISIONS

- Article 21** Liability and Insurance
- Article 22** Title and Logo
- Article 23** Change of Location
- Article 24** Cancellation of the Exhibition
- Article 25** Breach
- Article 26** Arbitration
- Article 27** Matters not Covered by the General Regulations
- Article 28** Privileges, Immunities and Facilities

Articles 1-4: ORGANIZATION

Article 1 – Organizer

ITU TELECOM AFRICA 2001 is organized by the International Telecommunication Union (hereinafter referred to as the "ITU").

Article 2 – Venue and Dates

2.1 The Exhibition will be held at the Gallagher Estate in Johannesburg, Republic of South Africa, from 12 to 16 November 2001 (hereinafter referred to as the "Venue"), and will be hosted by the Government of the Republic of South Africa. The Opening Ceremony and Press Day will be held on 11 November 2001, and the Exhibition will be open to visitors from 12 to 16 November 2001.

2.2 The ITU shall have the sole right to decide and/or modify the times and dates for the opening and closing of the Exhibition. Any such action shall not give rise to any claim for compensation by an exhibitor.

Article 3 – Entry Charges

The ITU shall have the sole right to decide whether an entry charge shall be requested from visitors to the Exhibition and to fix the amount of any such charge(s).

Article 4 – Nature of the Exhibition

Exhibitors shall only promote, display or advertise products or services related to the peaceful aspects and uses of telecommunications.

Articles 5-6: CONDITIONS OF ADMISSION

Article 5 – Application to Exhibit (hereinafter referred to as "Application")

5.1 Submission of Application

Applicants may apply for exhibition space by returning to the ITU, by fax or mail, the Application to Exhibit form, duly completed and paying the deposit as specified therein. Applicants may also submit their Application via the World Wide Web (<http://www.itu.int/AFRICA2001>). Notwithstanding the foregoing, all online Applications must be printed, signed and returned to the ITU

5.2 Space Allocation/Exhibition Space Contract

- a) The ITU expects to allocate exhibition space, in writing, during or before June 2001 based on Applications received. An Exhibition Space Contract will be sent to each Applicant at that time and shall legally bind the ITU and the Applicant upon signature of the latter, and shall constitute acceptance by the Applicant of these General Regulations and the Space Allocated.
- b) The ITU has the sole authority to allocate space at the Exhibition and reserves the right to allocate a smaller or larger floor space or levels to each Applicant than that which the latter requests in its Application, to modify and/or relocate the floor space allocated, or to establish categories of exhibitors (see Article 6).

5.3 Refusal by the ITU

The ITU reserves the right to refuse any Application and its decision shall be final. The payment of the deposit mentioned in 5.1 does not guarantee an affirmative reply on the part of the ITU and this deposit will be refunded to the Applicant, should the ITU not accept the Application.

Article 6 – Categories of Exhibitor

6.1 Co-Exhibiting

Exhibition space may not be sublet, transferred or assigned by an exhibitor. Only the exhibitor to which space has been allocated is entitled to exhibit its products and services on the space allocated. Notwithstanding the foregoing, an exhibitor may request permission for other organizations to share its allocated space on a co-exhibiting basis. Any such

request must be approved in writing by the ITU. Should the ITU grant any such request, the exhibitor shall be responsible for:

- a) total payment to the ITU for the exhibition space allocated;
- b) payment of the fee specified in Article 7.3 in respect of each co-exhibitor; and
- c) distributing a copy of these General Regulations to all co-exhibitors and ensuring that they comply with them.

6.2 National Pavilions

Any Applicant submitting an Application in order to organize a National Pavilion shall be considered by the ITU as the Pavilion Coordinator and shall be responsible for:

- a) total payment to the ITU for exhibition space allocated;
- b) the allocation of such space to exhibitors participating in the National Pavilion, in accordance with these General Regulations (e.g. Article 6.3) and subject to the right of the ITU to refuse the participation of any such exhibitor;
- c) the entire organization of the National Pavilion;
- d) ensuring that the exhibitors participating in the National Pavilion comply with the instructions contained in the Event Manual; and
- e) distributing a copy of these General Regulations to all exhibitors participating in the National Pavilion and ensuring that they comply with them.

6.3 Publishers

All publishers and media companies are obliged to exhibit in a special area designated by the ITU.

Articles 7-9: FINANCIAL CONDITIONS

Article 7 – Rental Fees for Exhibition Space

7.1 Indoor Space

A rental fee of CHF 630.– per square metre (m²) shall be charged for total indoor ground floor exhibition space allocated, including any obligatory corridors imposed by the ITU within the stand. A rental fee of CHF 210.– per square metre shall also be charged for the largest additional upper level.

7.2 Open Air Space

A rental fee of CHF 280.– per square metre (m²) shall be charged for open air ground floor exhibition space. No rental fee shall be charged for upper levels.

7.3 Co-Exhibiting

A participation fee of CHF 5000.– shall be charged for each entity accepted by the ITU as a co-exhibitor, in accordance with Article 6.1. Payment shall be due upon receipt of the invoice.

Article 8 – Final Payments

- a) The balance of the rental fees due to the ITU for the allocated ground floor exhibition space shall be paid **within one month of receipt of the Exhibition Space Contract (see Article 5.2a) or by 10 November 2001**, whichever is earlier.
- b) Where applicable, the largest additional upper level shall be checked on-site. It will be invoiced immediately after the Event and made payable 30 days after receipt of the invoice.

Article 9 – Cancellation/Reduction of Allocated Exhibition Space by the Exhibitor

Upon signature of the Exhibition Space Contract, an exhibitor is required to pay the total amount of the rental fees for the space assigned to it, even if it decides not to take part, or is unable to take part, in the Exhibition. However:

- a) if the ITU receives written notice of cancellation of the Exhibition Space Contract from the exhibitor **on or before 10 August 2001**, then the ITU shall refund the total amount paid by the exhibitor;
- b) if the ITU receives a written request for a reduction of allocated space **on or before 10 August 2001**, then the ITU may grant the request subject to Article 5.2b); and
- c) there shall be no refund given to exhibitors for notices of cancellation or reduction of allocated space received by the ITU **after 10 August 2001**.

Articles 10-14: STAND ORGANIZATION

Article 10 – Stand Construction

The Application is for a raw exhibition space only and exhibitors shall be responsible for constructing and providing fittings for their own stands, and at their own cost.

Article 11 – The Event Manual

The ITU will provide exhibitors with a detailed Event Manual which will contain general instructions to facilitate participation in the Exhibition such as stand building regulations and order forms for technical services (including shell scheme stands, electricity, water, drainage and cleaning), freight handling, and entrance passes. Exhibitors shall comply with all the regulations and instructions contained in the Event Manual, as well as all relevant laws and regulations and Venue regulations.

Article 12 – Assembly and Dismantling

Deadlines for stand assembly and dismantling will be specified in the Event Manual. All requests for additional assembly/dismantling hours outside of those specified must be submitted in writing to the ITU and exhibitors will be responsible for all associated costs.

Article 13 – Removal of Abandoned Articles

Any exhibit or material not removed by the final day of dismantling will be removed by the ITU at the expense and risk of the exhibitor concerned.

Article 14 – Common Partitions

Exhibitors sharing a common wall and installing a partition between their stands shall agree jointly, before the deadline for completion of stand assembly, on the backing of the partition. Should the backing of the partition be deemed by the ITU to be harmful to the neighbouring exhibitor, the offending exhibitor shall be required to bear any costs associated with the modification of the backing of the partition.

Articles 15-20: CONDUCT OF THE EXHIBITION

Article 15 – Printed Material/Advertising and Market Research Activities within the Venue

15.1 Official Publications

The ITU has the sole right to produce, publish and distribute Official Publications, or grant the right to produce, publish and distribute Official Publications at ITU TELECOM AFRICA 2001. The ITU shall not be responsible for any error or omission in the Official Publications, and exhibitors shall not have any claim for compensation for any such errors or omissions.

15.2 Exhibitors may distribute their own printed and promotional materials (brochures, circulars, CD-ROMs) from their respective stands only. Exhibitors shall only promote, display or advertise their products or services from their stand or through advertising space sold specifically for this purpose by the ITU. Exhibitors shall not promote, display or advertise their products or services or conduct market research activities:

- a) on the Venue site (including car parks, entrance halls, Forum areas, restaurants, etc.);
- b) in the aisles or passageways; or
- c) on the stands of any other exhibitors.

15.3 Advertising not related directly to the Exhibition is strictly forbidden. Distribution of political literature and political statements at the Venue is strictly forbidden.

15.4 The use or display of national emblems outside of stands must be previously approved in writing by the ITU.

15.5 Exhibitors wishing to organize sweepstakes, tombolas and competitions within the grounds of the Venue, or to award prizes at the Venue, must relate prizes awarded for such sweepstakes, tombolas and competitions to telecommunications issues and must obtain prior written authorization from the ITU.

Article 16 – Cash and Carry Selling

Unless authorized in writing by the ITU, exhibitors shall not be permitted to sell, on a cash and carry basis, any products or services during the Exhibition.

Article 17 – Demonstrations on Stands and Aisle Obstructions

17.1 Exhibitors may only organise demonstrations within the boundaries of their stands in such a way that the viewing public does not block the gangways and public corridors. Exhibitors shall limit such demonstrations to telecommunications issues and shall observe the noise restrictions in Article 18.

17.2 Exhibitors shall ensure at all times that there are no structures or obstructions protruding from their stands or exhibit space, which encroach the aisles or adjoining facilities or that are dangerous or hazardous to safety. The ITU reserves the right to remove any obstruction or safety hazard, wherever located, which it considers dangerous or hazardous. The costs of such removal shall be borne entirely by the exhibitor.

Article 18 – Noise Levels

Noise levels should not interfere with the conduct of business on neighbouring stands and/or must not be greater than 50 decibels.

Article 19 – Stand Staffing and Exhibits during the Exhibition

19.1 Exhibits must be uncovered and stands staffed at all times during the opening hours of the Exhibition.

19.2 No goods, materials or fittings may enter or leave the Venue site, or be removed from the stand where they are exhibited, during the period of the Exhibition, without the prior written approval of the ITU.

Article 20 – Photographing and Filming of Exhibits

20.1 Exhibitors, and any third party appointed by them, are strictly forbidden to photograph, film, or draw exhibits, or to reproduce them in any other way, without the prior written permission of the exhibitors concerned.

20.2 Exhibitors may not object to general photographs, films, drawings, etc., being taken of the Exhibition by the ITU or any party who has received the prior written authorization of the ITU, or to the publication, broadcast or sale of such material.

Articles 21-28: FINAL PROVISIONS

Article 21 – Liability and Insurance

21.1 Exhibitors shall be liable for any damage caused by them or their employees, agents or contractors, to the Venue or to any equipment, facilities, goods or persons within the Venue. Each exhibitor shall pay a refundable deposit to cover damages that it or its employees, agents or contractors may cause to the Venue. The deposit shall be dependent on the size of its allocated exhibition space as follows:

- | | |
|---|---------------------|
| a) up to 100 m ² | 2,000 Swiss francs |
| b) 101 m ² to 200 m ² | 7,000 Swiss francs |
| c) 201 m ² and above | 10,000 Swiss francs |

Payment details will be included in the Event Manual. A refund of the deposit, minus charges for any damage caused, shall be made within two months of the close of the Exhibition.

21.2 Each exhibitor must be fully insured against all risks, including fire and third party liability, and must supply written proof of such insurance to the ITU upon demand.

21.3 The ITU declines all responsibility for the loss, disappearance or theft of any goods, materials or fittings exhibited. The ITU shall not be liable for any damage caused to any exhibit, goods, equipment, or person for whatever reason.

Article 22 – Title and Logo

The title and logo of the Exhibition are the intellectual property of the ITU. Exhibitors have the right to use the title or logo in accordance with the conditions for use of the logo which will be included in the Event Manual.

Article 23 – Change of Location

The ITU reserves the right, at any time, to change the location of the Exhibition. Any decision by the ITU to change the location of the Exhibition shall not give rise to any claim for compensation by the applicants and exhibitors.

Article 24 – Cancellation of the Exhibition

If for any reason the Exhibition cannot take place, the ITU shall cancel any Exhibition Space Contracts already concluded. Any surplus funds, after payment of all the expenses incurred by the ITU, shall be divided among the applicants and exhibitors and refunded to them in proportion to the amounts they paid. In such an event, it is expressly agreed that this action by the ITU shall not give rise to any claim for compensation by the applicants and exhibitors.

Article 25 – Breach

25.1 The ITU reserves the right to cancel an Exhibition Space Contract with an exhibitor, and to dispose of any stand allocated to that exhibitor, if :

- the exhibitor fails to make all payments to the ITU; or
- on 10 November 2001 at 12h00, the exhibition space allocated is unoccupied by an exhibitor.

25.2 Any breach of these General Regulations or of the instructions of the ITU, including the instructions and regulations contained in the Event Manual, may lead to the immediate expulsion of the exhibitor from the Exhibition, without prejudice to any other rights to which the ITU may be entitled. The exhibitor shall remain under obligation to pay any outstanding amount due to the ITU, including full payment of the rental space. Any amount already paid to the ITU shall remain the property of the ITU.

Article 26 – Arbitration

Any dispute which might arise between the ITU and any exhibitor in connection with its participation in the Exhibition and/or these General Regulations, which cannot be settled amicably between the parties, shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator. The place of arbitration shall be Geneva and the language of arbitration shall be English. The applicable law shall be Swiss law. The ruling of the arbitrator shall be binding upon the parties and any recourse or appeal against said ruling to any court or tribunal shall be excluded.

Article 27 – Matters not Covered by the General Regulations

The ITU shall decide on any matter not covered by these General Regulations and make any changes or additions necessary, which shall take effect immediately and be notified to all applicants and exhibitors by written circulars, which shall form an integral part of these General Regulations.

Article 28 – Privileges, Immunities and Facilities

Nothing in these General Regulations shall constitute a waiver of the privileges, immunities and facilities which the ITU (a specialized agency of the United Nations) enjoys by virtue of the international agreements and national laws applicable to it.

The ITU

Geneva, November 2000