

# EXHIBITOR APPLICATION & CONTRACT

ITU TELECOM AMERICAS 2005

[www.itu.int/americas2005/](http://www.itu.int/americas2005/)



Please complete by typing or printing clearly, sign, date and return by fax to: +41 22 730 6444

And send the original signed copy by mail to:

ITU TELECOM / International Telecommunication Union  
Place des Nations, CH-1211 Genève 20, Switzerland

## ■ EXHIBITOR (legal entity and Headquarters address to be listed in the official exhibition catalogue)

Full Company Name (hereinafter the "Exhibitor"): .....

Street/PO Box: ..... Town/City: .....

Postal Code: ..... Country: .....

Telephone: ..... Fax: .....

Company e-mail: ..... Website: .....

## ■ EXHIBITING NAME (STAND NAME) .....

## ■ EXHIBITOR CLASSIFICATIONS

Please indicate on the attached Exhibitor Classifications document the applicable Industry Sector, Company type, Geographic Regions of Activity and Products and Services to be exhibited at ITU TELECOM AMERICAS 2005 (hereinafter the "Event"). Failure to provide information may result in rejection of an application, at ITU's sole discretion.

## ■ CONTACT (to receive all information on invoicing and exhibition matters)

Family Name: ..... Given Name: ..... Mr/Ms: .....

Job Title: ..... Company: .....

Fixed Telephone: ..... Mobile Telephone: .....

Fax: ..... Email: .....

Address if different from Exhibitor HQ address stated above:

Street/PO Box: ..... Town/City: .....

Postal Code: ..... Country: .....

## ■ RENTAL SPACE AND RENTAL FEES (specify m<sup>2</sup> of rental space for all options required)

Options for Rental Space	Rental Fees in Swiss francs per m <sup>2</sup>	Minimum m <sup>2</sup>	Maximum m <sup>2</sup>	Rental Space m <sup>2</sup>
A. Exhibition Space [raw space only]	600.-	9	n/a	
B. Exhibition Space to organize a Pavilion [raw space only]	540.-	36	n/a	
C. Office Suite [including air-conditioning, soundproofing, tables and chairs, reception counter, telephone and internet connections, coffee service, signage, lockable door, carpeting, general lighting, and daily cleaning. Additional services required can be ordered directly from the service providers appointed by ITU, and shall be charged separately by the service provider]	650.- ; or 325.- for exhibitors also renting option A or B	25	50	

## ■ PAYMENT SCHEDULE

Due with signed Contract: 25% of total Rental Fees

Due 1 March 2005 50% of total Rental Fees

Due 1 July 2005 100% of total Rental Fees

Invoices will be issued by ITU and payments should be made to:

International Telecommunication Union/ITU Telecom  
UBS SA, 35 rue des Noirettes, CP 2600, CH-1211 Geneva 2, Switzerland  
IBAN: CH19 0024 0240 C810 2243 0; Swift Code: UBSWCHZH80A;  
Account No.: 240-C8-102.243.0

## ■ TERMS OF AGREEMENT

Rental fees are due in accordance with the Payment Schedule. Full payment of total Rental Fees is required for all Contracts accepted after 1 July 2005. The Exhibitor agrees that any Exhibitor Application & Contract accepted by the International Telecommunication Union (hereinafter "ITU") without due payment by the Exhibitor shall be deemed valid and binding. The Exhibitor understands that it is liable for the total Rental Fees for Rental Space contracted herein and agrees that no portion of the total Rental Fees is refundable, except as outlined in Article 15.1 of the General Regulations for the Event.

## ■ SIGNATURE

This document, when signed by the above-named Exhibitor and subject to subsequent written acceptance by ITU shall constitute a valid and legally binding Contract between the Exhibitor and ITU. The Exhibitor represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of the Exhibitor listed above. The Exhibitor, by signature of its duly authorized representative below, confirms acceptance, without reservation, of the terms and conditions of this Contract as specified herein and also declares having read and understood the attached terms and conditions of the General Regulations for the Event, which shall form an integral part of this Contract, and agrees to be bound by them.

Name and Title of Exhibitor's Authorized Signatory: .....

Date and Signature: .....

# EXHIBITOR CLASSIFICATIONS

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Please tick **all** that apply in the four lists below:

- | Industry Sector   | Company Type   | Company Size                                    | Geographic Regions of Activity                     |
|---|--|---|--|
| <input type="checkbox"/> Broadband                          | <input type="checkbox"/> Academic / Association / Education / Healthcare | <input type="checkbox"/> 1-10 employees         | <input type="checkbox"/> Africa                    |
| <input type="checkbox"/> Broadcasting / Publishing          | <input type="checkbox"/> Consultancy / Analysis                          | <input type="checkbox"/> 11-100 employees       | <input type="checkbox"/> Asia-Pacific              |
| <input type="checkbox"/> Cable / Fibre                      | <input type="checkbox"/> Finance/Banking                                 | <input type="checkbox"/> 101-1,000 employees    | <input type="checkbox"/> Europe                    |
| <input type="checkbox"/> Communications                     | <input type="checkbox"/> Government / Regulatory                         | <input type="checkbox"/> 1,001-5,000 employees  | <input type="checkbox"/> Latin America / Caribbean |
| <input type="checkbox"/> Computing / IT (hardware/software) | <input type="checkbox"/> Internet Service Provider                       | <input type="checkbox"/> 5,001-10,000 employees | <input type="checkbox"/> Middle East               |
| <input type="checkbox"/> Content-Data                       | <input type="checkbox"/> Manufacturer / OEM                              | <input type="checkbox"/> over 10,000 employees  | <input type="checkbox"/> USA / Canada              |
| <input type="checkbox"/> Internet / E-Commerce              | <input type="checkbox"/> Media / Publishers                              |   |  |
| <input type="checkbox"/> Mobile / Wireless                  | <input type="checkbox"/> ResellerTrade (wholesale/hospitality)           |   |  |
| <input type="checkbox"/> Networking                         | <input type="checkbox"/> Service / Access Provider                       |   |  |
| <input type="checkbox"/> Platforms / Applications           | <input type="checkbox"/> Software Supplier / Software Publisher          |   |  |
| <input type="checkbox"/> Satellite                          | <input type="checkbox"/> Systems Integrator                              |   |  |
| <input type="checkbox"/> Security                           | <input type="checkbox"/> Telecom/Network Operator                        |   |  |
| <input type="checkbox"/> Voice / Video                      |  |   |  |

**Products and Services Index:** please tick only the five most applicable from the following list, which is organized under 7 main headings.

## 1 Components and Accessories

Accessories
Adaptors
Air Conditioning Equipment
Amplifiers
Antenna Supports
Antennas
ASICs
Atomic Clocks
Attenuators
Batteries
Battery Chargers
Cabinets and Cases
Cable Duct Components
Cable Entry Seals
Cable Management Systems
Cable Pressurising Systems
Cable Transport and Pulling Equipment
Cables
Chipsets
Codecs
Combiners
Communications Services
Connectors
Containers
Content Server
Converters

DC Backup Power
Duplexers
Enclosures
Fibre Optic
Filters
Generators
Headphones and Headsets
Heat Management Systems
Integrated Circuits
Inverters
Lightning Protection
Line Equipment
Microwave Components
Modular Access Floors
Optical Components
Power Amplifiers
Power Supplies
Radio Communications
Rectifiers
Repeaters and Regenerators
Smart Cards
Solar Energy Systems
Splice Closure Systems
Surge Arrestors
Surge Protectors
Uninterruptible Power Supplies (UPS)

## 2 Consumer Equipment and Services

2G Wireless
2.5G Wireless
3G Wireless
Application Program Interfaces
ATM Edge Devices
Audioconferencing Equipment
Bluetooth
Browsers
Business Communications Equipment
Cable TV Head-End Equipment
Call Accounting
Channel Service Units (CSU)
Computer Telephony Integration
Conferencing Systems
Cordless Systems
Corporate Networks
Customer Premises Equipment
Data Service Units (DSU)
Encryption Devices
Fax
Frame Relay Access Devices
Games
Handsets
Hinge Unit
Home Office Communications
Information Storage and Retrieval
Integrated Messaging
Intelligent Peripherals
Interactive Voice Response
IP Phone
ISDN Terminals
Local Area Networks (LAN)

Message Handling Systems
Mobile Terminals
Modems
Multimedia Terminals
Multiplexers
Payphones
PBXs
PDAs
Platforms for Value Added Services
Point of Sale Systems
Point to Multipoint Systems
Point to Point Radio
Postpaid Platforms
Prepaid Platforms
Private (Specialized) Mobile Radio
Security Systems
Servers
Smartphones
Telephones
Telephone and Fax Recording Equipment
Telephone Recording Equipment
Terminals
Transmitting Stations for Mobile Networks
Videoconferencing Equipment
Videophones
Videostreaming
Voice Processing
Voice Recognition
Voice mail
WAP Products
Wireless LAN

## 3 Network Infrastructure and Services

2G Wireless
2.5G Wireless
3G Wireless (IMT-2000)
Access Networks
ATM
Bandwidth Management
Base Station Equipment
Broadband Communications
Broadband Wireless Access
Cable Networks
Cable TV Equipment
Capacity Resale
Carrier Services
Data Transmission
Dense Wavelength Division Multiplexing (DWDM)
Digital Cross-Connect
Digital Subscriber Line (DSL)
Fault Management and Monitoring
Fibre Optic
Fibre-to-the-Home
Frame Relay
Free Space Optics
Gateways
Hubs
Hybrid Fibre Coax (HFC)
In-Building Wireless Systems
Intelligent Networks
Internet Telephony
Intranets
IP Centrex
IP Routing/Switching
ISDN
Least Cost Routers
Machines & Accessories for Telecom/Cable Laying
Metropolitan Area Networks (MAN)
Microwave Systems
Multimedia Asset Management
Network Management Systems

Next Generation Networks
Optical Fusion Splicer
Pair Gain Systems
Passive Optical Networks
PDH
Prepaid/Postpaid Solutions
Primary Reference Sources
Quality of Service
Refurbished and Surplus Equipment
Remote Access Servers
Roaming Gateway
Routers
Rural Telephony
SDH/SONET
Security
Service Level Management
Service Nodes
Signalling Equipment
Softswitches
SS7 Network Products
Submarine Cable Networks
Switches
Synchronization Supply Units
TDM over IP (TDMoIP)
Transmission
Trunked Radio
Video Surveillance
Virtual Private Networks
Voice + Data Solutions
Voice Gateway
Voice over broadband
Voice over IP (VoIP)
Voice, Video & Data Solutions
Wavelength Division Multiplexing (WDM)
Wholesale Internet Services
Wireless ISP
Wireless LAN
Wireless Local Loop

## 4 Satellite Products and Services

Concentrators, Mediators and Remote Control & Monitoring
DAMA Systems
Digital Video Broadcasting
Earth Stations
Global Positioning Systems

Satellites
Satellites : Broadcast
Satellites : Communication
Satellites : Geostationary
Satellites : Mobile

IP Multicasting
Launch Services
Newsgathering
Payloads
Relay and Satellite Transmission Systems

Satellites : Navigation
Ship-Earth Stations
Terminals
Transponders
VSAT

## 5 Support Services

Aid and Financing
Associations
Billing Systems
Building Management
Business Support Systems
Call Centre Management Software
Call Centres
Civil Engineering
Clearing Houses
Communications Software
Conformance Testing
Consultancy
Customer Care
Directories
Disaster Recovery
eLearning Software
Engineering Services
Event Management
Frequency Management
Geographic Information Systems
Installation Services
International Organisations
Internet Systems Integrator
Knowledge Testing and Certification

Maintenance Services
Market Research
Mediation
Network Planning
Operations Support Systems (OSS)
Outside Plant
Outsourcing Services
Product Testing and Evaluation
Publications: Electronic
Publications: Print
Radio Engineering Services
Recruitment
Research & Development
Server Hosting
Site Management
Software Services
Subscriber Management Systems
Systems Integration
Technical Assistance
Testing Laboratory
Training
Turnkey Management
Web Hosting

## 6 Test and Measurement

ATM Testing
Bit Error Rate Test Sets
Block Error Rate Test Sets
Cable Fault Locators
Diagnostic Equipment
Fault Localisation Equipment
Fibre Optic Test Equipment
Frame Relay Testing
ISDN Testing
Jitter Measuring Instruments
Leak Detectors
Measuring Equipment
Metering Equipment
Monitoring Equipment

Network Analysers
Network Diagnostic Equipment
Optical Devices
Optical Time Domain Reflectometers
PCM Test Equipment
Performance Monitoring
Power Meters
Probe Systems
Protocol Analysers
Remote Testing
Service Assurance
Spectrum Analysers
Switch Simulators
Traffic Management

## 7 Value Added Services

2G Wireless Services
2.5G Wireless Services
3G Wireless Services
Bandwidth on Demand
Banking Services
Calling Cards
Conferencing
Convergence Voice, Video, Data
Customer Support
Data Broadcasting
Dataconferencing
Data Services
Database Services
Digital Rights Management
Directory Services
Electronic Commerce
Email
Encoder
Entertainment Services
Extranets
Facilities Management
Fax
Fraud Control and Revenue Assurance
Freephone
Global Communication Systems
Information Services

Instant Messaging
Interactive Television
Internet Access
Internet Telephony
Location-Based Services
Messaging
Missed Call Notification
Mobile Commerce
Mobile Data
Multimedia
Multimedia Messaging
Number Portability
Operator Services
Paging
Public Internet Services
Roaming Services
Security
Short Message Service
Streaming Server
Telemedicine and Telehealth
Unified Messaging
Video on Demand
Voicemail
Webconferencing
Wireless LAN Data Services
Wireless Security

# GENERAL REGULATIONS

ITU TELECOM AMERICAS 2005  
[www.itu.int/americas2005/](http://www.itu.int/americas2005/)




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## EVENT ORGANIZATION

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**Article 1: Organizer**  
 ITU TELECOM AMERICAS 2005 (hereinafter the "Event") is organized by the International Telecommunication Union (hereinafter "ITU"). The Event comprises an exhibition and a forum (hereinafter the "Exhibition" and the "Forum").

**Article 2: Venue**  
 The Event will be held at the Bahia Convention Centre, Salvador da Bahia, Brazil, (hereinafter the "Venue").

**Article 3: Official Dates and Hours (hereinafter "Dates and Hours")**  
 Open Dates and Hours of the Event are as follows:

ITU Press Conference	Monday 3 October 2005 at 1100 hours.
Opening Ceremony	Monday 3 October 2005 from 1830 to 2030 hours. Participation is by ITU invitation only.
Exhibition	Monday 3 October from 1200 to 1800 hours, and then from Tuesday 4 October to Thursday 6 October 2005 (both dates inclusive) from 1000 to 1800 hours each day. The Exhibition will be open to trade visitors only.
Forum	Tuesday 4 October to Thursday 6 October 2005 (both dates inclusive) from 1000 to 1800 hours each day.

**Article 4: Nature of the Exhibition**  
 Exhibitors may only promote, display or advertise their own products or services related to the peaceful aspects and uses of telecommunications and related technologies.

**Article 5: Registration and Entrance Fees**

- 5.1 ITU has the sole right to authorize entrance registration and identification of all categories of participant (hereinafter the "Participants") and/or otherwise allow authorized persons to access the Event.
- 5.2 ITU has the sole right to decide whether an entrance fee shall be requested from Participants to any part of the Event and to determine and charge the amount of any such entrance fee(s).

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## CONDITIONS OF PARTICIPATION

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**Article 6: Exhibitor Application and Contract (hereinafter "EA&C")**  
 Applicants (hereinafter "Applicants") wishing to rent space at the Event (hereinafter "Rental Space") must duly complete the EA&C application which shall be legally valid and binding on ITU and the Applicant subject to both valid signature by the latter and **written acceptance by ITU**; such written acceptance by ITU shall constitute the conclusion of a legally binding contract (hereinafter "Contract") between the Applicant and ITU, whereupon the Applicant shall be deemed and referred to as an Exhibitor (hereinafter "Exhibitor"). ITU reserves the right to refuse any application and its decision shall be final. Part or full payment of the rental fee(s) (hereinafter "Rental Fees") stated on the EA&C does not guarantee that ITU will accept the application. In the event of ITU refusing any application, any and all payment(s) made to ITU prior to rejection of application will be refunded to the Applicant.

**Article 7: Rental Space**  
 Rental Space shall mean the total gross space allocated to the Exhibitor by ITU at the Event under the terms of the Contract (see Article 6 above). ITU has the sole authority to allocate Rental Space. ITU reserves the right to modify and/or relocate the Rental Space in relation to the Contract.

**Article 8: Exhibitor**  
 Only the Exhibitor duly identified in the Contract is entitled to promote its products and services in its Rental Space, subject to the provisions of **Article 4** above. Rental Space duly allocated by ITU to an Exhibitor may not be sublet, transferred or assigned by an Exhibitor.

**Article 9: Co-Exhibitor(s)**  
 Notwithstanding **Article 8** above, an Exhibitor may request permission for another entity(ies) to share its Rental Space on a co-exhibiting basis (hereinafter "Co-Exhibitor(s)") by completing and submitting a **Co-Exhibitor Registration Form** which, once signed, shall become legally binding. Any such request must obtain ITU prior written approval. Should ITU grant the request, the Exhibitor shall be exclusively responsible for:

- Ensuring payment to ITU of the total Rental Fees due for the total Rental Space as specified in the Contract;
- ensuring full payment to ITU of a Co-Exhibitor fee (hereinafter "Co-Exhibitor Fee(s)") (valued at one thousand Swiss francs (CHF 1000) in respect of each Co-Exhibitor;
- ensuring the settlement in full of any and all charges, costs or fees, for all goods and services, due to third parties in relation to the Rental Space, for which ITU shall not be contractually or financially responsible in any way whatsoever;

- d) ensuring distribution of a copy of these General Regulations and any applicable update(s), as well as all further instructions from ITU to all Co-Exhibitor(s), and ensuring their compliance therewith.

**Article 10: Pavilions**

Any Exhibitor entering into a Contract with ITU to organize a Pavilion shall be considered by ITU as the pavilion coordinator (hereinafter "Pavilion Coordinator") and shall be exclusively responsible for:

- a) payment to ITU of the total Rental Fees due for the total Rental Space as specified in the Contract;
- b) the allocation of space inside the Rental Space to exhibitors participating in the Pavilion, in accordance with these General Regulations, and subject to the right of ITU to refuse the participation of any such exhibitor;
- c) the entire organization of the Pavilion; and
- d) ensuring distribution of a copy of these General Regulations and any applicable update(s), as well as all further instructions from ITU, and ensuring their compliance therewith.

**Article 11: Publishers**

All publishers and media companies are obliged to exhibit in a special area of the Venue designated by ITU, and are therefore not eligible to exhibit as Co-Exhibitors or as exhibitors within a Pavilion.

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**FINANCIAL CONDITIONS**

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**Article 12: Contract: Payment Schedule and Terms of Agreement**

- 12.1 As stipulated in the Contract unless otherwise approved by ITU in writing.
- 12.2 Payment of the total Rental Fees due for the total Rental Space in accordance with the Payment Schedule in the Contract is a precondition for the Exhibitor's use of the allocated Rental Space, for entry in the official exhibition catalogue authorized by ITU, for issue of exhibitor passes to access the exhibition halls and for any entitlement to discounted Forum passes.
- 12.3 All Rental Fees and Co-Exhibitor Fees shall be invoiced and charged in Swiss francs. All payments must be made to ITU in Swiss francs, unless otherwise agreed to by ITU in writing.

**Article 13: Co-Exhibitor Fee(s)**

A Co-Exhibitor Fee of one thousand Swiss francs (CHF 1000) shall be charged for each entity accepted by ITU as a Co-Exhibitor. The Exhibitor shall be exclusively responsible to ITU for full payment of the Co-Exhibitor Fee(s).

**Article 14: Payments to Third Parties**

The Exhibitor shall be responsible for the settlement in full of any and all charges, costs or fees for any goods and services due to third parties in relation to the Rental Space, for which ITU shall not be contractually or financially responsible in any way whatsoever.

**Article 15: Cancellation/Reduction**

**15.1 Rental Space**

As soon as the Contract comes into force, an Exhibitor is required to pay the total amount of the applicable Rental Fees for the Rental Space, even if it decides not to take part, or is unable to take part, in the Exhibition. However,

- a) if ITU receives from the Exhibitor a written notification of cancellation of the Contract, or a request for a reduction of the Rental Space **on or before Monday 28 February 2005**, ITU shall be entitled to compensatory payment from the Exhibitor equal to 25% of the total applicable Rental Fee(s) due for the relinquished space;
- b) if ITU receives from the Exhibitor a written notification of cancellation of the Contract, or a request for a reduction of the Rental Space **on or after Tuesday 1 March 2005 and on or before Thursday 30 June 2005**, ITU shall be entitled to compensatory payment from the Exhibitor equal to 50% of the total applicable Rental Fee(s) due for the relinquished space;
- c) there shall be no refund given to Exhibitors for notices of cancellation or reduction of Rental Space received by ITU on or after **Friday 1 July 2005** and ITU shall be entitled to compensatory payment from the Exhibitor equal to 100% of the total applicable rental fee(s) due for the relinquished space.

**15.2 Co-Exhibiting**

As soon as ITU has given written acceptance to an Exhibitor for a Co-Exhibitor to share its Rental Space, the Exhibitor is required to pay the total amount of the Co-Exhibitor Fee, even if the Co-Exhibitor decides not to take part, or is unable to take part, in the Exhibition.

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**STAND ORGANIZATION**

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**Article 16: The Online Exhibitor Manual (hereinafter the "Manual")**

ITU will provide Exhibitors with a username and password to access the Manual, which shall contain general instructions to facilitate participation in the Event. These instructions include, but are not limited to, stand building regulations and order forms for exhibitor services (including but not limited to shell scheme stands, electricity, water, drainage and cleaning, freight handling, entrance passes, security, media relations and marketing opportunities). Exhibitors shall comply with all regulations and instructions contained in the Manual and all the relevant laws and regulations, as well as the Venue regulations.

**Article 17: Exhibitor Identification**

- 17.1 Exhibitor Identification shall include all means of written and visual identification of the Exhibitor in connection with the Event including, but not limited to, legal or company name and corporate logo.
- 17.2 The Exhibitor must obtain ITU's prior written approval for all and any Exhibitor Identification comprising a legal and/or company name other than that stated in the Contract as the Exhibiting Name.

17.3 Articles 17.1 and 17.2 above shall also apply to Co-Exhibitors.

**Article 18: Stand Designs**

With the exception of Office Suites, and unless otherwise specified in the Contract, the Rental Space comprises **raw space only** and Exhibitors **must** either rent a furnished shell scheme booth from ITU's appointed technical services provider (details of which shall be included in the Manual), or contract a stand contractor of their choice. In the case of the latter, the Exhibitor shall ensure that its stand design and construction complies with all relevant regulations included in the Manual and must also register the contractor with the official technical services provider appointed by ITU.

**Article 19: Assembly and Dismantling Periods**

Dates and access hours for the stand assembly and dismantling periods will be specified in the Manual. All requests for additional dates/hours outside of those specified must be submitted in writing to, and approved by, ITU. Exhibitors will be exclusively responsible for all associated costs.

**Article 20: Removal of Abandoned Articles**

Any materials and/or articles not removed by the final day/hour of the dismantling period will be removed by ITU at the sole expense and risk of the Exhibitor concerned.

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**CONDUCT OF THE EVENT**

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**Article 21: Demonstrations and Aisle Obstructions**

21.1 Exhibitors may only organize demonstrations within the boundaries of their Rental Space in such a way that the viewing public does not block any part of the surrounding aisles or adjoining facilities. Exhibitors shall limit such demonstrations to issues of telecommunications and/or related technologies and shall observe the noise restrictions referred to in **Article 24** below.

21.2 Exhibitors shall ensure at all times that there are no structures or obstructions protruding from their Rental Space which encroach the surrounding aisles or adjoining facilities, or that are dangerous or hazardous to safety. ITU reserves the right to remove any obstruction or safety hazard, wherever located. The costs of such removal shall be borne entirely by the Exhibitor.

**Article 22: Materials, Advertising and Market Research Activities within the Venue**

**22.1 Official Publications**

ITU has the sole right to produce, publish and distribute the Official Publications for the Event, or to grant the right to produce, publish and distribute Official Publications for the Event. ITU shall not be responsible for any error or omission in the Official Publications and Exhibitors shall not have any right to claim for compensation for any such errors or omissions.

**22.2 Exhibitor Materials and Advertising**

The Exhibitor shall only promote, display, distribute or advertise its **own** materials (brochures, circulars, CD-ROMs), products and/or services from within its Rental Space **only** or through advertising space sold specifically for this purpose. Such activities cannot be conducted in any other area of the Venue. Advertising not related directly to the Event is strictly forbidden.

**22.3 Exhibitor Market Research Activities**

The Exhibitor shall only conduct market research activities from within its Rental Space and not in any other area of the Venue.

**22.4 National Emblems**

Any use or display of national emblems within the Venue must obtain ITU's prior written approval.

**22.5 Sweepstakes, Tombolas and Competitions**

Exhibitors wishing to organize sweepstakes, tombolas and competitions within its Rental Space, or to award prizes, must relate prizes awarded for such sweepstakes, tombolas and competitions to telecommunications and/or related technologies and must obtain prior written authorization from ITU.

**Article 23: Cash and Carry Selling**

Unless authorized by ITU, Exhibitors shall not be permitted to sell, on a cash and carry basis, any products or services during the Event. If authorized by ITU, the Exhibitor shall be solely responsible to ensure compliance with all the applicable laws and regulations and payment of costs and taxes.

**Article 24: Noise Levels**

Noise levels within the Exhibitor's stand should not exceed 70 decibels, or interfere with the conduct of business on neighbouring Rental Spaces. ITU reserves the right to enforce compliance by forbidding performances, presentations, etc., or by cutting the power supply to sound equipment.

**Article 25: Stand Staffing**

25.1 The Exhibitor shall ensure that its Rental Space is staffed at all times from **1200 to 1800 hours on Monday 3 October 2005 and from 1000 to 1800 hours from Tuesday 4 October to Thursday 6 October 2005** (both dates inclusive), unless otherwise approved by ITU in writing.

25.2 No goods, materials or fittings may enter or leave the Venue, or be removed from the Rental Space, after the end of the assembly period and before the start of the dismantling period, without the prior written approval of ITU.

**Article 26: Photographing and Filming of Exhibits**

26.1 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.

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

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## FINAL PROVISIONS

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**Article 27: Liability and Insurance**

- 27.1 Exhibitors shall be exclusively liable for any damage caused by them or their employees, agents or contractors to the Venue or to any materials, equipment, facilities, goods or persons within the Venue. Each Exhibitor may be required to pay a refundable deposit to cover any such damage to the Venue prior to undertaking any work inside the Venue. Details will be included in the Manual (See Article 16 above).
- 27.2 Each Exhibitor must be fully insured with general liability insurance against all risks, including fire, theft and third party liability, and must supply written proof of such insurance to ITU upon ITU request.
- 27.3 ITU declines all responsibility for the loss, disappearance or theft of any goods, materials or fittings belonging to the Exhibitor (including exhibitors exhibiting inside Pavilion(s)) and/or Co-Exhibitors. ITU shall not be liable for any damage caused to any exhibits, goods, equipment, or persons for whatever reason.

**Article 28: Title and Logo**

The name, title and logo of ITU and of the Event are the sole property of ITU and shall not be used by the Exhibitor without the prior written authorization of ITU. Notwithstanding, any use of the Event name, title and/or logo shall be permitted only if such use is in accordance with the conditions for use of the logo, which will be included in the Manual, and solely in connection with promotional activities relating to the Event.

**Article 29: Change of Venue, Location, Dates and Hours**

ITU reserves the right, at any time, to change the Venue, location and/or the dates of the Exhibition and/or the Event and/or to modify the opening and closing hours. It is expressly agreed that any such action shall not give rise to any claim for compensation by the Exhibitor.

**Article 30: Cancellation of the Exhibition and/or the Event**

If the Exhibition and/or the Event cannot take place, for whatever reason, ITU shall have the right to cancel any Contracts. In the case of cancellation of the Exhibition and/or the Event, ITU shall refund the Exhibitor all amounts of Rental Fees paid by the Exhibitor to ITU for its Rental Space, and any and all amounts paid by the Exhibitor to ITU for the Co-Exhibitor Fee, if applicable. In such an event, it is expressly agreed that cancellation by ITU shall not give rise to any further claim whatsoever by the Exhibitor, including but not limited to, claim for costs, damages and/or losses incurred in connection therewith. ITU's right to cancel shall be without prejudice to any rights and privileges to which it is entitled.

**Article 31: Breach**

- 31.1 ITU reserves the right to dispose of any Rental Space(s) allocated to a Exhibitor if:
- a) The Exhibitor fails to make due payments to ITU in accordance with the provisions of the Contract and General Regulations;
  - b) On Saturday 1 October 2005 at 1200 hours the Rental Space remains unoccupied by the Exhibitor;
- 31.2 Any breach of these General Regulations or of the instructions of ITU, including the instructions and regulations contained in the Manual, may lead to the immediate expulsion of the Exhibitor from the Event, without prejudice to any other rights to which ITU may be entitled. The Exhibitor shall remain under obligation to pay any outstanding amounts due to ITU, including full payment of any Rental Space. Any amount(s) already paid to ITU shall remain the sole property of ITU.

**Article 32: Settlement of Disputes and Arbitration**

Any dispute between the Parties arising from, or in connection with, its participation in the Event and/or these General Regulations shall be settled by them directly and amicably through negotiations. In the case of failure of such negotiations, the dispute shall be settled by a sole arbitrator to be nominated at the request of either of the Parties by the Court of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Geneva. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as at present in force. The applicable law shall be Swiss law. The arbitrator's ruling shall be binding and final upon the Parties and any recourse against this ruling to any court or tribunal shall be excluded.

**Article 33: Laws and Regulations**

It is the Exhibitor's responsibility to inform itself of and ensure full compliance with all regulations contained in the Manual, the Venue regulations, as well as any other applicable rules, laws and regulations in relation to the Event. The Exhibitor shall indemnify ITU in the event of any disputes or liability arising in connection with the conformity to any law, rules, and/or regulations.

**Article 34: Matters Not Covered by these General Regulations**

ITU shall decide on any matters not covered by these General Regulations and make any changes or additions necessary, including, but not limited to, issuing any technical, safety, building, Venue and any other rules or regulations determined by ITU as applicable, which shall be notified to all Exhibitors in writing, which shall take effect immediately, and which shall form an integral part of these General Regulations.

**Article 35: Privileges, Immunities and Facilities**

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