

(notes: purely indicative picture. A rendering will be provided further on)

Terms and Conditions

Exhibition: 2024 China Shanghai International Children's Book Fair

Venue: Shanghai World Expo Exhibition & Convention Centre,
No. 1099, Guozhan Road, Pudong, Shanghai, China

Date: Nov. 15th (Friday)-17th (Sunday) 2024

Nov. 15th – 16th, 09:00 - 17:00

Nov. 17th, 09:00 - 16:00

Approved by: Shanghai Press & Publication Administration

Organised by: Shanghai Xinhua Distribution Group Co., Ltd.

China Education Publishing & Media Group Ltd.

China Universal Press & Publication Co., Ltd.

Co-organised by: Ronbo BolognaFiere Shanghai Ltd.

Powered by: BolognaFiere S.p.A.

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1) ADMITTANCE TO THE EXHIBITION

The following may be admitted as Exhibitors:

- Chinese and foreign companies wishing to exhibit their own products or services falling under the commercial categories included in the Exhibition. In cases where the companies themselves do not take part in the Exhibition, their dealers, agents or representatives, exclusive and general, may be admitted;
- Associations, public bodies and other institutions involved in the promotion, study, and dissemination of information in sectors relating to the Exhibition. Organising committee reserves the right to exclude certain services, products or samples, and to prohibit the presentation of products, samples or services in more than one stand in the same product sector.
- Chinese and foreign companies that have had or still have pending lawsuits or outstanding debts WRZDUGV Organising committee cannot be admitted as Exhibitors.

2) PARTICIPATION IN THE EXHIBITION

Applications must be sent on the relevant form which must be filled in, signed and countersigned; the form shall constitute an irrevocable submission by the applicant and implies his or her acceptance of these "Terms and Conditions" (as well as the "Exhibitor Manual", and all the rules pertaining to the organization and staging of the exhibition in the Exhibition Centre).

Sole and general dealers, agents or representatives are required to enclose with their application a list of the companies they represent and whose products they intend to display. The applicant is required to supply any and all other documentation he may be asked for in order to accept or reject the application and to establish at any time compliance with the terms and conditions for participation at the Exhibition. Organising committee has the sole right of interpretation to admit or deny the application of exhibitor.

3) TERMS OF PAYMENT

The participation rates and the registration fee are indicated on the application form. The fee includes rental for the exhibition space, including the services expressly indicated in the General Condition of Participation. In case the exhibitor requires billing with a different subject, under mandate with representation to be documented, the exhibitor will still be liable for all the obligations under this contract. If the SDUWFLSDWLRG DSSOLFDFWLRQV DFFHSWHG 2UJDDVLFDFRPPVWHH ZLOO LVVXHUWV DQ RLFH RU HELW 1RWH IRU WJ amount of the advance payment received. The advance payment is 50% share of the whole participation fee. Organising committee will issue a second invoice or Debit Note for the remaining balance due on the basis of the exhibition space allocated. The balance payment shall be made prior to 15th September, 2022. Upon receipt of the acceptance letter, the applicant must pay the amount by the term indicated in Invoice or Debit Note itself. Failure to comply may result in the event Organising committee considering termination of the contract by non-compliance without warning or decision by a judge. In such a case, formal notice will be provided to the interested party, and --apart from being released from any commitment and to be able to have a stand at one's disposal and assign it to other applicants --will be entitled to full payment --as a penalty --of the advance payment and participation fee, as well as any other contractual amounts due, less any monies possibly already received for said securities and reserving the right to compensation for any potential damages.

4) NON-COMPLIANCE AND NON-FULFILLMENT

Failure to comply with the requirements of this regulation and non-compliance with obligations under this contract --also including the case of nonpayment -- Organising committee, taking into account the seriousness of the matter, may impose the following sanctions on Exhibitors:

- Not activate ancillary services including all utilities required for the smooth functioning of the allocated exhibition space;
 - Prohibit the supply of exhibitor badges; provided visitors' tickets; catalogs and any other material related to participation;
 - Order the immediate removal of non-admissible products --with the authority to intervene directly and immediately should the Exhibitor not comply forthwith --; reserve the right to impose additional penalties; - Order the immediate closure of the stand --with the authority to intervene directly and immediately should the Exhibitor not comply forthwith --; reserve the right to impose additional penalties;
 - Order the exclusion of the Exhibitor from successive editions of the event.
- In no event shall the Exhibitor be entitled to reimbursement or compensation of any kind and will remain obligated to pay Organising committee the full amount for the participation fees. Organising committee also will in any case entitled to claim damages and costs incurred for the publication of material supplied to the Exhibitor potentially not delivered and for the removal of the products displayed and/or closure of the stand and/or the possible preparation of the exhibit space, including assignment to different exhibitors. By virtue of the delinquencies referred to above, Organising committee will require full compensation for damages, which include both the actual damages as well as those stemming from DORVRI SURILWV

5) STAND ALLOCATION

Stand allocation is the sole responsibility and competence of Organising committee.

Any specific indications or requests made by Exhibitor shall be regarded as purely indicative; they may not restrict or influence the application.

Furthermore, Organising committee has the right to move or reduce a stand already allocated or to transfer it to another exhibition area; this does not entitle the participant to any form of indemnity or compensation. Organising committee is obliged to inform the Exhibitor of the above said measures at the latest twenty days prior to the start of the Exhibition, by means of registered letter or any other means, including email.

6) RIGHT OF WITHDRAWAL

Any participant who, through proven lawful impossibility, is unable to take part in the Exhibition, may withdraw from the contract, documenting the reasons therefor and advising Organising committee to WKV HIIHFWLZULWWH QWLLFDWLRDGHVHJLVWHUHGOWWHUWHOHJDFVLPLOHWHOHJUDPRUHPDQDQDWHV prior to the Exhibition opening date, without prejudice to Organising committee's right to withhold advance of payment and the advance of payment as conventional penalty and any other rights WR FRPSHQDWLRQRU DGGLWLRROGDGPDJHVVDSSURSULDWH

6RXOGVLDGQWLFHEHHWGHUHGQVYVWDGDVEHIRUHWHK(KELVLRQSHQGDWHWHWSDUWFLSDQVDOO EH UHTXLUHGWRSDWZROHRIWRSDUWFLSDWLRDGHHSOXVDBWUUGLHFWRULQLUHFWDGPDJHVDFUXLQVR 2UJDDVLFDFRPPVWHH2UJDDVLFDFRPPVWHHHPDGLSVRVHRIWRVWDGDGPDYHDOORDFDWHVWRRWVKU (KELWRVU2UJDDVLFDFRPPVWHH2UJDDVLFDFRPPVWHHJLVWHUHGOWWHUWHOHJDFVLPLOHWHOHJUDPRUHPDQDQDWHV

If notice of cancellation is not given and the Exhibitor fails to prepare his own stand, he shall be deemed default to all intents and purposes and shall be required to pay not only the whole participation fee, but also the direct and indirect damages incurred by Organising committee. Organising committee may dispose of the stand by allocating it to other Exhibitors.

Organising committee may at its discretion withdraw from the participation agreement up to 14 days before the Exhibition opening date, and - for reasons relating to the organization of the Exhibition and its proper functioning - up to the day of opening. In this eventuality Organising committee will not be obliged to provide indemnity or compensation of any kind, but shall return the participation fee where these have already been received.

7) EXHIBITS

All exhibits shall conform to the laws and regulations of the People's Republic of China and show full respect for the country's sovereignty and territorial integrity. Exhibitors are prohibited from exhibiting, distributing, playing and screening any content irrelevant to cultural exchange, book trading or promotion of their own brand image at any location of the venue.

8) INSURANCE

The Exhibitor must have adequate insurance coverage against any, and all, eventualities throughout the entire exhibition for their personnel, equipment, third party liability claims and movement of equipment into and out of the exhibition hall.

9) CLAIMS

Any claims relative to the organization and the production of the event must be immediately made in writing to the Organising committee no later than seven days after the conclusion of the event. Subsequent claims will not constitute a subject of dispute with Organising committee.

10) INTELLECTUAL PROPERTY

The products and goods on display, as well as the stands housing them, may not be photographed, drawn or in any way reproduced without the authorization of the Exhibitor and Organising committee. However, 2UJDDVLFDFRPPVWHH2UJDDVLFDFRPPVWHHJLVWHUHGOWWHUWHOHJDFVLPLOHWHOHJUDPRUHPDQDQDWHV and advertising of general and detailed outside and inside views, and may permit their sale or even sell them directly.

Exhibitor hereby represents and warrants that the Exhibited Items and Stands do not infringe upon the intellectual property rights of any third party, including without limitation, any invention patent, any utility patent, design patent, trade secret or other intellectual or proprietary rights. The Exhibitor shall handle any disputes related to the intellectual property rights arising from the intellectual property rights of its Exhibited Items and Stands and be liable for the damages thereof and hereby release Organising committee from such claim or action. The Exhibitor shall indemnify Organising committee and its employees or workers arising from any intellectual property dispute involving its Exhibited Items or Stands. The Organising committee is entitled but not obliged to set up an Intellectual Property Right Complaint 2IILFH.35 2IILFH IRUHDFKWUDGHIDZRVH SXUSRVHVDOOEHVWSSRUWELWLRUWVLFDFRPPVWHHJLVWHUHGOWWHUWHOHJDFVLPLOHWHOHJUDPRUHPDQDQDWHV. The exhibitors or agents should provide active cooperation for the investigation for obtaining the evidence, inspection and enquiry work conducted by the IPR Administration and the judicial department. Any exhibit or material suspected of infringement should be removed from the exhibition. The Organising committee has the right to refuse participation of any exhibitor found guilty of infringement of intellectual property rights at any future trade fairs. If the exhibitor has complained about another exhibitor or its exhibits in the previous shows and complain this time DJDLV FHUWLLFDWLRQVRSUHYLXVFRPSODVVRXOGEGHSUHVHWHG 2WKLZLVHWHK.35 2IILFHDFV the right to refuse its complaint request.

11) PRINTED LITERATURE AND ON-LINE INFORMATION

Organising committee reserves the right to gather, print and release the Catalogue and all related information contained in the application form concerning the exhibitors, their products and services in addition to whatever else they showcase or present in any manner that Organising committee deems appropriate without any responsibility for omissions, mistakes or malfunctioning, using for this purpose various communication tools (printouts, CD ROM, Internet and/or other).

All provided data refer to applications received up to 45 days prior to the Exhibition's opening date. This in no way affects Organising committee's right to change the allocation of stands. What is described above also applies to the content of all informational forms subscribed by the Exhibitor or one of his associates and made available by Organising committee even through electronic/ IT media.

12) PAID ADVERTISING

Outside the exhibition area assigned to the Exhibitor, any and every form of publicity or advertising must be carried out through Organising committee or through the companies appointed for this purpose by Organising committee. Such advertising shall be liable to the payment of a fee and associated tax charges.

13) POSTPONEMENT, REDUCTION OR CANCELLATION OF THE EXHIBITION

It is Organising committee's irrevocable and discretionary right to change the dates of the Exhibition, nor does this entitle the Exhibitor to withdraw or in any way annul the contract and gain release from his obligations.

Furthermore, Organising committee may reduce the Exhibition or even cancel all or certain sectors of it, ZLWRXW EHLQHTXLHGWRSDWZROHRIWRSDUWFLSDWLRDGHHSOXVDBWUUGLHFWRULQLUHFWDGPDJHVDFUXLQVR 2UJDDVLFDFRPPVWHH2UJDDVLFDFRPPVWHHJLVWHUHGOWWHUWHOHJDFVLPLOHWHOHJUDPRUHPDQDQDWHV. No later than 30 days before the start of the Exhibition.

14) GOVERNING LAW AND JURISDICTION

The concluding, execution, explanation and dispute resolution of Terms and Conditions shall be governed by present PRC laws and regulations.

In case any dispute in the execution of Terms and Conditions, each party should settle by amicably. If VHWVWHPHWDFDQVEHUEHDFRQSDUWV WKLWVWRILDBLWLDWVWVFRXUZRUVUJDDVLFDFRPPVWHH2UJDDVLFDFRPPVWHHJLVWHUHGOWWHUWHOHJDFVLPLOHWHOHJUDPRUHPDQDQDWHV. The losing party should compensate the winning party the litigation fee, attorney fee and any other related fee.

15) HANDLING OF PERSONAL DATA

Organising committee and affiliates only use personal data and information of Exhibitors for the purpose of Exhibition and related matters, will not use and not disclose for any other purposes; however in the request of laws and regulation, judicial judgment and governmental agency is the exception.

16) SOUND LEVELS

Exhibitors should ensure that sound levels cause no interference with, nor annoyance to, visitors or other exhibitors. **Speakers and other sound devices should be positioned so as to direct sound into your booth and not into the aisles.** Where a high level of noise, or other objectionable factor, is involved, demonstrations may only take place at the times stipulated by the organisers, who reserve the right to reduce the sound level or switch off audiovisual displays causing problems if the sound level FHFHGVGHFLEHGV7K RUJDDVHUVGHFLVLRQVLDLQGLDGLVSWXVWHVWDDULVH

17) EXEMPTION CLAUSE AND FORCE MAJEURE

a) Where damages or losses arise from force majeure events (i.e. unforeseeable, unavoidable and insurmountable elements, including but not limited to fires, floods or other natural disasters, epidemics, wars, riots, acts of public enemy, terrorism, public behavior, government policies or changes in law, the exhibition or the place of exhibition having electricity interruption, or being unable to use normally for reasons attributable to the organiser etc.) the organising committee shall not be liable for breach of contract in case any damage or loss to the exhibitor caused by its influence during their sustaining period. The Party incurring damages shall immediately notify the other Party of such event and shall take all appropriate and legitimate measures to minimize the damages caused by such events.

b) Where any third party incurs such losses, damages or in injuries due to the failure of participation, negligence or failure of performance of the obligations, or the employees, servants, agents, contractors or invited persons of the exhibitor, the exhibitor shall ensure that the organiser is exempted from liabilities.

c) In any event, the organiser shall not be liable for damages, theft and losses of the property, items or exhibits caused by the exhibitor or its related staffs. The exhibitor shall be fully liable for the losses incurred by the organiser or its employees, agencies and management personnel.

January 2022

I have read and fully understand and agree with all the above terms.

Company seal and representative signature/signature date

