

Terms and Conditions Jaarbeurs B.V. Participation in Exhibition for Co-exhibitors

Article 1 Definitions

In these Terms and Conditions the terms used are defined as follows unless agreed otherwise in writing:

1. Terms and Conditions: these general terms and conditions participation in exhibition by Co-exhibitors, which apply if a Co-exhibitor – as part of a participation agreement between Jaarbeurs and an Exhibitor – exhibits products or otherwise presents themselves within the stand space(s) of an Exhibitor. Deviation from the Terms and Conditions is only possible if expressly confirmed in writing by Jaarbeurs. The applicability of any terms and conditions used by the Co-exhibitor is hereby expressly excluded.
2. Jaarbeurs: the private company Jaarbeurs B.V. and/or one of its subsidiary companies, as (co-) organiser of an Exhibition and the natural person or legal entity in association with whom or with which the Exhibition is organised and the latter's authorised representatives.
3. Exhibitor: the natural person or legal entity that concludes a participation agreement with Jaarbeurs.
4. Co-exhibitor: the natural person or legal entity that does not conclude a participation agreement with Jaarbeurs itself, but concludes an Application for participation through the Exhibitor, and which exhibits products or presents itself otherwise within the Exhibitor's stand space.
5. Application for participation: the application for participation for a Co-exhibitor by an Exhibitor, which is based on the participation agreement that has been concluded between Jaarbeurs and the Exhibitor.
6. Exhibition: the (trade) exhibition, show, demonstration or event that is the subject of the Participation agreement between Jaarbeurs and the Exhibitor.
7. Products: the goods displayed at the Exhibition by the Co-exhibitor and/or services supplied by the Co-exhibitor.
8. Stand space: The specific floor area expressed in square metres made available to the Exhibitor, of which the location, size and type are specified by Jaarbeurs.
9. Venue Regulations: the regulations which apply to anyone who for whatever reason is on the premises of the Jaarbeurs complex and which are applicable to all agreements between Jaarbeurs and the Co-exhibitor. For the most recent version of the Venue Regulations please go to www.jaarbeurs.nl/en/general-terms-and-conditions (Venue Regulations). The following protocols form an integral part of these Venue Regulations: [Coming to Jaarbeurs safely](#) and the [Jaarbeurs Manual for Safe Working Practices](#).

Article 2 The Application for participation

1. The Application for participation implies that Jaarbeurs, against payment of the participation fee, for the period of the Exhibition concerned, assigns a specific Stand space to the Exhibitor and its Co-exhibitor(s).
2. These Terms and Conditions and the Venue Regulations form an integral part of the Application for participation of the Co-exhibitor.

3. The Co-exhibitor is fully responsible and liable for compliance with all obligations resulting from the Application for participation to the Exhibition.
4. The Co-exhibitor declares to accept all of the consequences that ensue from the Application for participation as well as the actual participation to the Exhibition, even if the Application for participation been approved by a person not officially authorized to do so.
5. The Co-exhibitor cannot rely on verbal acceptance of his Application for participation.
6. The Co-exhibitor may not transfer his Application for participation to a third party.
7. These Terms and Conditions govern the legal relationship between Jaarbeurs and the Co-exhibitor only. Unless determined otherwise, third parties, including the Exhibitor, cannot derive any rights from these Terms and Conditions.
8. During the entire period of the Exhibition, including the set-up and breakdown periods, the Products displayed by the Co-exhibitor are at the Co-exhibitor's own risk and expense. Jaarbeurs excludes any liability for damage to or loss or theft of the Co-exhibitor's Products.

Article 3 Privacy

1. Personal data will be exchanged between Jaarbeurs, Exhibitor and Co-exhibitor in the performance of the Application for participation. All parties are regarded as controllers in respect of their own processing of those personal data within the meaning of the applicable privacy regulations, including the General Data Protection Regulation ("GDPR").
2. Co-exhibitor and Jaarbeurs will process the personal data with due care and in accordance with the applicable laws and regulations in the field of personal data protection, including the GDPR. The parties will arrange, among other things, for appropriate technical and organizational measures to protect the personal data.
3. From the moment of receipt of personal data from Jaarbeurs until the provision of personal data to Jaarbeurs, the Co-exhibitor is responsible for correct compliance with all applicable laws and regulations in the field of personal data protection.
4. Co-exhibitor processes the personal data that it receives from Jaarbeurs under the Application for participation, for instance by scanning badges during a visit to an exhibition, only for the purpose of which the personal data has been provided by Jaarbeurs.
5. Co-exhibitor will in no event and in no manner make those personal data available to third parties, unless the performance of the Application for participation with Jaarbeurs or the law so requires.
6. Co-exhibitor informs the data subjects in accordance with Articles 13 and 14 of the GDPR about the processing of their personal data by the Co-exhibitor itself, including the provision of those data to Jaarbeurs.
7. Jaarbeurs informs the data subjects about its data processing via its privacy statement, which can be consulted at <https://www.jaarbeurs.nl/en/privacy-statement>.
8. The Co-exhibitor and Jaarbeurs each handle a request or an objection from a data subject in accordance with the applicable privacy regulations. If the Co-exhibitor receives a request from a data subject that also relates to the processing of personal data by the other party, the Co-exhibitor consults with Jaarbeurs as soon as possible on the handling of that request.

9. If Co-exhibitor becomes aware in any way of any investigation by a supervisory authority, such as the *Autoriteit Persoonsgegevens* (Dutch Data Protection Authority) or the *Autoriteit Consument and Markt* (Netherlands Authority for Consumers and Markets) or of any other reason that may give rise to such an investigation regarding the processing of personal data in respect of the Application for participation, Co-exhibitor immediately informs Jaarbeurs accordingly.

10. Co-exhibitor indemnifies Jaarbeurs against all claims, loss, costs, penalties and fines, both in and out of court, directly or indirectly related to breach of the Application for participation or breach of the applicable laws and regulations in the field of the protection of personal data, including the GDPR and the *Telecommunicatiewet* (Dutch Telecommunications Act).

4. Other

1. The Application for participation and these Terms and Conditions are governed by Dutch law.
2. All disputes that arise between Jaarbeurs and an Co-exhibitor further to the Application for participation, these Terms and Conditions or any other agreement based thereon will be settled under Dutch law by the competent court of Utrecht.