

**PARTICIPATION CONTRACT**

Deadline for sending the application form: **25 August 2023** Please fill in this form with capital letters.

**1. EXHIBITOR** (also to be used in the catalogue entry)

Company name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: +( ) ( ) \_\_\_\_\_ Fax: +( ) ( ) \_\_\_\_\_

e-mail: \_\_\_\_\_ web: \_\_\_\_\_

**2. INVOICE ADDRESS** (if different from above)

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: +( ) ( ) \_\_\_\_\_ Fax: +( ) ( ) \_\_\_\_\_

**3. PARTICIPATION COSTS & SERVICES**

STAND TYPE (minimum assignment area is 12 sqm)	PARTICIPATION FEES	STAND (sqm)	TOTAL	ADDITIONAL TECHNICAL REQUESTS	TOTAL FEE (18%VATINCLUDED)
<b>SPACE ONLY</b> (Electricity connection will be add to total participation fee)	<input type="checkbox"/> 12 sqm – 48 sqm 110 USD/sqm +%18 VAT <input type="checkbox"/> 49 sqm – 96 sqm 94 USD/sqm +%18 VAT <input type="checkbox"/> 97 sqm & over sqm 77 USD/sqm +%18 VAT			<input type="checkbox"/> Electricity Connection Fee 75 USD/per connection + VAT <input type="checkbox"/> Water + Waste Water Conn. Fee 75 USD/per connection + VAT <input type="checkbox"/> TOTAL TECHNICAL FEE _____	
<b>STANDART STANT (Shell Scheme)</b> (Standard Octanorm shell scheme stand, Carpeting, Company name on the fascia (10 cm high vinyl writing), Illumination of the stand (1 spot in every 3 sqm), 1 table and 2 chairs, 1 electric plug (220 V), Wastebasket.	<input type="checkbox"/> 12 sqm – 48 sqm 150 USD/sqm +%18 VAT <input type="checkbox"/> 49 sqm – 96 sqm 130 USD/sqm +%18 VAT <input type="checkbox"/> 97 sqm & over sqm 115 USD/sqm +%18 VAT			<input type="checkbox"/> Water + Waste Water Conn. Fee 50 USD/per connection + VAT <input type="checkbox"/> TOTAL TECHNICAL FEE _____	

I hereby certify that I read and fully accepted this Participation Contract with the conditions stated herein along with the Conditions of Participation which is indispensable part of this Participation Contract.

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**PARTICIPATION CONTRACT****4. PRODUCT GROUPS (Please choose the appropriate group)**

- |   |   |
|---|---|
| <input type="checkbox"/> Telecommunication Technologies                           | <input type="checkbox"/> Food Products                          |
| <input type="checkbox"/> Softwares, IT Technolgies                                | <input type="checkbox"/> Medical and Chemical Products          |
| <input type="checkbox"/> Education  | <input type="checkbox"/> Food Supplements                       |
| <input type="checkbox"/> Health   | <input type="checkbox"/> Education                              |
| <input type="checkbox"/> Camp, Caravan, Tiny Houses                               | <input type="checkbox"/> Local Authorities                      |
| <input type="checkbox"/> Automotive and Automotive Sub Sectors                    | <input type="checkbox"/> Construction and Construction Material |
| <input type="checkbox"/> Air Conditioning, Heating & Cooling and Sub - Industries | <input type="checkbox"/> Packaged Good Producers and Suppliers  |
| <input type="checkbox"/> Miscellaneous Sectors                                    | <input type="checkbox"/> Souvenirs and Gifts                    |
| <input type="checkbox"/> Tourism Agencies   |   |

**5. PAYMENT PLAN AND PROCEDURE**

50% down payment should be rendered within 15 days from the date of signature of the agreement. Total payment should be complete until **25 August 2023**. Exhibitors accepts and guarantees to pay the total fee given in this payment schedule to İZFAŞ. All other fee/fees for transferring the Money to İZFAŞ is under responsibility of exhibitor and cannot be reduced from the total fee.

Bank Account : **İZFAŞ A.Ş.** USD Account : **VAKIFBANK Branch Code 15 Branch Izmir**  
Swift Code : **TVBATR2A** Account No : **8012 0905 72**  
IBAN : **TR62 0001 5001 5804 8012 0905 72**

PAYMENT PLAN	PAYMENT DATE	CARD REQUEST
50% DOWN PAYMENT		Participant Card:
50% BALANCE		Vehicle Access Card:

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**CONDITIONS OF PARTICIPATION I**

(to be sent together with the Participation Contract)

**APPLICATION:**

Participation Form shall be filled completely and be delivered to İZFAŞ together with the advance payment and cheques pertaining to the remaining balance. The deadline for application is August 25, 2023. İZFAŞ is free to accept or reject applications. Furthermore, the firms which have debt to İZFAŞ from past and/or which have not paid up their debt on time may be barred from participating in the fair.

**PAYMENT:**

Payments shall be made to the name and account of İZFAŞ. In payments, it is mandatory to abide with the payment schedule which has been issued by İZFAŞ and which is deemed to be accepted by the Participant by signing of this agreement. Exhibitor companies whose payment is not completed before August 25 will not be allowed to set up their stands. The necessary legal action shall be initiated without requirement of any notification in the event of failing to comply with the terms of the payment. Stamp tax of the contract will be paid by participant. If any payment are late, CBT's advance interest rates will be charge as delay interest.

**WITHDRAWAL OF THE APPLICATION OR CANCELLATION OF A PART OF BOOTH AREA BY THE PARTICIPANT:**

In the case that the Participant renounces from participation to the Fair, withdraws its application, cancels a part of its booth area or fails to participate in the event; İZFAŞ is entitled to use for other purposes or release to third parties or to utilize as it wish, the entire or a part of the cancelled area. In any case, the company cancelling its application for participation wholly or partially is liable to pay the following fees of cancellation:

- 70% of the participation fee in case of cancellation until 60 days prior to the start of the Fair,
- 80% of the participation fee in case of cancellation until 40 days prior to the start of the Fair,
- 100% of the participation fee in case of cancellation until less than 30 days prior to the start of the Fair, shall be paid to İZFAŞ by the Participant. The Participant is deemed to renounce from participation if it fails to abide with the payment schedule.

**THE RIGHT OF İZFAŞ TO CANCEL THE PARTICIPATION:**

İZFAŞ has right to cancel the approval that it has previously given in relation with the participation in the following cases:

- The case of failure of the Participant to utilize the booth in time (the booth must start to be utilized 24 hours prior to the opening of fair as a rule).
- The case of failure of Participant to pay the advance payment or the remaining booth price or other fees that it is obliged to pay.
- The case of cognition of the fact that the legal/administrative liquidation of the firm has been initiated.
- Stand area approval conditions not to be fulfilled by the participant company or the state of İZFAŞ to obtain information about the reasons that would cause not approving the application of the participant, if İZFAŞ had known before.
- The case that the Participant company breaches the Participant Manual, do not abide with the instructions of İZFAŞ officials,
- It is forbidden to perform retail sale at the fairground. Participants are obliged to obtain all required permissions from relevant commercial and health authorities in accordance with the provisions of the regulations in force and liable for obeying legal arrangements. Otherwise, the Participant is responsible for the damages to be occurred.
- The case of non-compliance to the following articles in accordance with the Law of Occupational Health and Safety number 6331,
  - 1) It is required to keep the fronts of emergency exits, fire extinguisher hydrants and tubes unblocked and the easy access to them must be ensured

according to the basis of the regulations related to the health and security measures to be taken in fair zone, buildings and added parts.

2) There cannot be any uninsured employee on the fairground according to the Labor Law number 4857.

3) The companies are required to employ personnel on the fairground in accordance with the regulations on the procedures and principles of employment of child and young workers.

4) According to the regulation on the use of personal protective equipments at the workplace, the employees of the Participant company is required to use in personal protective equipments specified by the Occupational Safety Specialists, in the fairground.

• İZFAŞ has right to claim from the Participant company to compensate the losses that it incurs because of the occurrence of the cancellation reasons stated in this article. On the other hand, the Participant company is not entitled to claim any compensation and/or profit loss from İZFAŞ for cancellation of

participation as defined above, under any name whatsoever.

**THE RIGHT OF İZFAŞ TO DEMAND FOR SUBMISSION OF SCIENTIFIC DOCUMENTS:**

Even though İZFAŞ has no obligation to control, İZFAŞ is entitled to demand removal or submission of scientific document on products which are doubted to meet the qualification claimed by the Participant, which pose danger/which are doubted to have aspects breaching the relevant regulations (fake/smuggled etc). It will be possible to demand removal of products of Participant who have not removed or submitted scientific document on the products in question. The liability of translation to Turkish is assumed by the Participant in the event that document in foreign language is submitted. By signing this Agreement, the Participant gives consent to İZFAŞ that the said products of the Participant, who does not remove them, can be collected by İZFAŞ. In this respect, while products collected by İZFAŞ without any necessity of a court decision can be delivered to Participant by the end of the fair, the Participant may also be removed from the fairground. In such cases, Participant's liability to pay the participation fee and secondary charges shall continue and it does not have any right to claim under any names such as compensation/profit loss etc. from İZFAŞ.

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**CONDITIONS OF PARTICIPATION II****PRODUCT LIST:**

Participation of the company is limited with the list of products to be exhibited, the Participants and zones indicated in booth approval. The company is not entitled to exhibit products except for the products it declared to be exhibited and approved. Otherwise, İZFAŞ is entitled to collect the products or deport the company from the fair it may also demand recovery of the non-compliance.

**NON-ASSIGNMENT:**

The booths allocated to Participants cannot be transferred, have made use of or be rented partially or completely, without acknowledgement and written permission of İZFAŞ. Otherwise, Participant company accepts and undertakes being removed from the fair or paying fine four times more than the area allocation fee.

**SECURITY:**

İZFAŞ does not bear any responsibility for robbery, loss, damage or wounding. However, security guards are in service at the fairground round-the-clock. It is suggested taking out individual policy and/or receive private security service for fair stands to those Participants who desire. İZFAŞ also is not responsible for forces majeure (civil commotions, strike, lockout, embargo, state of war, natural disasters).

**DAMAGE:**

İZFAŞ delivers the booth and/or booth space and accessories to Participants against protocol steadily. It receives similarly against protocol. Nothing must be adhered on the booth and equipments, and they must not be driven nails etc., painted and damaged under any condition. Damages occurring in cases of any falsification, deterioration, loss etc. at stands and equipments in time during the fair until leaving are under Participant's responsibility and in such cases, the Participant shall retrieve losses.

**POWER CUT:**

İZFAŞ does not accept responsibility for damages arising from power cuts and breakdowns.

**TECHNICAL SPECIFICATIONS:**

The Participant by signing this Agreement accepts technical rules and in force before, during and after the fair and are prescribed and stipulated by İZFAŞ.

**A GENERAL RULES FOR ALL EXHIBITORS**

- ▶ İZFAŞ is free to make some allocation changes in the hall plans in which the position of the corresponding EXHIBITOR stays the same.
- ▶ It is not allowed to fix the stand construction to any part of the halls. Drilling, screwing, driving nails or using adhesives on the panels, ceiling or the ground is not allowed.
- ▶ Loading capacity of the ground is 2.500 kilogram per square meter for indoor areas and overload is not allowed. If the ground is damaged due to case of overload, EXHIBITOR is responsible of covering the damage.
- ▶ The maximum height for private stands is 3 meters.
- ▶ It is not allowed to hang any accessories like flags, posters, etc over these height limits.
- ▶ Due to the exhibiting products are liable to the custom laws, and they are only permitted for exhibition purposes, Sales of the exhibiting products is not allowed. Exhibitors who sale their exhibiting products shall be face jurisdiction of Turkish Custom Laws and Ministry of Finance
- ▶ All the stands, either in indoor or outdoor areas, cannot be transferred or rented entirely or particularly to any other company by the EXHIBITOR without İZFAŞ's written approval. Otherwise, EXHIBITOR accepts to be moved out from the fairground and to pay triple price of the stand as penalty.
- ▶ Fair settlement will be allowed between **25 August - 31 August 2023** and must be completed as of **24:00** on **31 August 2023**.
- ▶ EXHIBITOR cannot carry the goods out from the stand during the fair period. The move-out will be allowed after **24:00** on **05 September 2023** EXHIBITOR should complete the move-out on the following **2 days** after the Fair. İZFAŞ is not responsible for the goods left in the fairground after **11 September 2023** due to the security reason.
- ▶ EXHIBITOR should have done all financial obligations requested by İZFAŞ and should have made the balance payment in order to receive the permission to leave the fair.

**B RULES FOR OPTION 1: SPACE ONLY**

- ▶ EXHIBITOR should send his stand construction plan, which is confirmed by an architect or a civil engineer, to Technical Department of İZFAŞ before **18 August 2023**. İZFAŞ shall not allow construction of the stands, which are not confirmed by the Technical Department of İZFAŞ.
- ▶ EXHIBITOR should construct his stand fitting to the dimensions according to the Plan sent by İZFAŞ. 3-D drawings and the related plans has to be delivered to İZFAŞ. If the construction of the stand does not fit to the stand dimensions and runs over, Technical Department of İZFAŞ keeps the right to obstruct the construction.
- ▶ The request for the electricity power should also be stated in the project (Kilowatt). Design and construction of a private stand should be in accordance with the general view of the fairground. Also the sides of a private stand that are higher than and facing the neighboring stands should be clear and painted in white there shouldn't be any fascia or logo of the company.
- ▶ **İZFAŞ does not provide any forklift or crane services for assembling and disassembling.**

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**CONDITIONS OF PARTICIPATION III****C RULES FOR OPTION 2: SHELL SCHEME**

All standard stands, which are constructed by İZFAŞ, will be provided to EXHIBITOR, 2 days before the opening of the Fair, including all the accessories and services stated on the Participation Contract.

► İZFAŞ does not provide any forklift or crane services for assembling and disassembling.

**ADVERTISING ACTIVITIES:**

Organization of Visual and Auditory Activities:

- 1) It must be received written consent from İZFAŞ for any kind of activities, publications and advertisements.
- 2) Auditory and visual activities must be arranged without disturbing the surrounding booths and visitors.
- 3) It is forbidden to establish professional sound system.
- 4) The stand electricity is cut for those Participants who broadcast music in the booth.
- 5) If Participants want to organize activities such as cocktail, show and concert in the activity areas of Fair Izmir, they can do that by taking approval from İZFAŞ for the date and place of such activities and for a fee determined by İZFAŞ. The firms are entitled to perform the general music play realized by İZFAŞ in the booth and to make exposition within the booth.

**GOOD AND SERVICE PRESENTATION:**

Participants are permitted to perform presentation of goods and/or services which they produce or perform distributorship of which are approved after indication in the Application Form. The usage of devices and equipments to be used to increase the efficiency of presentation through optical and/or acoustic means is possible through existence of written permission from Directorate of Fairs of İZFAŞ. Participant is not entitled to perform any presentation by no means out of the booth space allocated to it, except for the case that it makes part of advertising and sponsorship works of İZFAŞ. It is forbidden to perform advertisement with political content.

**PHOTOGRAPHS, DRAWINGS, FILMS:**

İZFAŞ is entitled to shot films and photos, make drawings related to the fair, exhibited products, fair installation and booths and to use these anyway free of charge with purposes of presentation or media without any right of objection of Participant. Photos taken by press and TV channels with approval of İZFAŞ are also under this scope. The Participant must use only service providers authorized by İZFAŞ and having relevant permissions for photos, films and drawings performed of the booth with charge. These service providers can be assigned only before or after the hours when activity continues. Other service providers are not permitted in these hours. Participants are not allowed to take photos, to shoot films and to make drawings of booths and products of other Participants.

**CONSENT TO THE PROCESSING OF PERSONAL DATA:**

In order to fulfill its obligations arising from this contract, the participant/exhibitor accepts, declares and undertakes that all kinds of personal data, including personal data regarding its domestic and foreign employees, to İZFAŞ, the legal regulations in force in the country where the relevant employee or the person whose personal data is transferred, and the Law on Protection of Personal Data No. 6698 and regarding the protection of personal data, it processes and transfers in accordance with other relevant legislation in force in the Republic of Turkey, fulfills the obligation of data controller to inform and, if necessary, obtains explicit consent in accordance with the Law on the Protection of Personal Data No. 6698 and the legislation of the other country where the relevant employee or the person whose personal data is transferred. Participant, hereby accepts, declares and undertakes that it will act in accordance with the legal regulations regarding the protection of personal data in terms of all kinds of personal data, including but not limited to İZFAŞ employees, other participants and employees, other persons in charge of the exhibition area and visitors, which were transferred to the participant/exhibitor during the fair with the establishment and performance of this contract. Participant/exhibitor accepts, declares and undertakes that it shall be exclusively liable for the damages incurred by İZFAŞ and/or third parties due to its violations of the regulations of this article, and that it will indemnify İZFAŞ fully and completely without any amount limitation in once and in cash

**AREA ARRANGEMENTS AND BREACHES:**

The Participants accept and undertake by signing this Participation Agreement to abide with area arrangements, instructions and announces in all sections of fair center during the event. The instructions and announces of İZFAŞ staff holding official identity card must be complied. In the case that General and Special Terms and Conditions for Participation or the announces and instructions of İZFAŞ staff in the framework of zone arrangement are breached, that these breaches continue after the performed warnings, İZFAŞ is entitled to close the booth immediately and to remove the Participant from the fairground at the expense of the Participant and without any right of Participant to claim compensation and without need for any court decree. In such cases, the breaching Participant shall also pay for penal clause in the amount of participation fee.

**GIVING CONTENT ON USING DATA AND INFORMATION:**

The Participant by signing this Agreement gives consent to storage, processing and use of the data provided by the Participant (company title, address, phone /facsimile number and E-mail address) to İZFAŞ and other service providers, if any; with purposes of event and provision of information (advertising) as free of charge by means of the application form. The exhibitor acknowledges, declares and confirms that any personal data transferred to İZFAŞ is processed and transferred in accordance with the Personal Data Protection Law No.6698 and fulfills the disclosure obligation, if necessary, obtains explicit consent in accordance with the Personal Data Protection Law No.6698.

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**CONDITIONS OF PARTICIPATION IV****EMERGENCY EXITS:**

Emergency exits in fuarizmir must always be accessible including mounting and demounting periods as well. In case of a violation, the Participant may pay penalty at an amount of the agreement price and may be removed from the fairground, if it does not end the said violation. The payment of clause penal by the Participant does not remove the liability of compensating the damages occurred additionally.

**ASSURING PUBLIC SAFETY AND ORDER:**

The Participant accepts and undertakes to abide with all provisions of applicable laws and regulations. Participant is obliged to exhibit only the products and equipments maintained and preserved appropriately. It is further obliged to comply with laws and regulations related to technical security of these products and equipments.

**ALTERATION:**

The rights of İZFAŞ to cancel, suspend, change the place, shorten or extend the period of the fair at the discretion of İZFAŞ and/or to change the place, change the content and size of the space allocated to the Participant with technical, official or other reasons according to İZFAŞ are preserved and these rights are acknowledged and accepted by the Participant.

The Participant hereby accepts, declares and undertakes that occurrence of the cases stated in this clause shall not generate any right to terminate the agreement, that it shall not make by no means any claim from İZFAŞ to indemnify its loss of profit and positive and negative losses, that it has evaluated and foreseen the results of all of the possibilities and conditions stated in this Agreement as a prudent businessman.

**Force Majeure:**

The occurrence of situations beyond the control of the parties and the cases that prevent and / or delay the fulfillment of the obligations imposed by the parties with this contract will be considered as force majeure. (For example; epidemic, strike, lockout, war, terrorist acts, earthquake, fire, flood, similar natural disasters, decisions and actions of the state, etc.) In case of occurrence of situations considered as force majeure, the parties shall not fulfill their contractual obligations due to this force majeure.

They will be able to suspend it for 90 (ninety) days from the date of its emergence. At the end of the 90 (ninety) day period, the situations considered as force majeure disappear. If not removed, the contract will automatically terminate.

**PRIVACY**

The parties are responsible for the "confidential information" of all information belonging to the other party and acquired by any means while they or their employees are carrying out the work subject to this contract and should not be disclosed to third parties for any reason, it will be kept as a trade secret, during the term of the contract and afterwards for their benefit. They agree not to use it. The COMPANY will comply with this matter and its employees will comply with the same meticulousness; otherwise, all material or the addressee of non-pecuniary damages, has declared, accepted and committed.

However, in order to fulfill the obligations contained in this Agreement, it is required or publicly disclosed to third parties or required to be disclosed in accordance with the law. Providing information will not be considered as a violation of this article. COMPANY on behalf of İZFAŞ all actions / transactions related to the processing of personal data, accepts, declares and undertakes that it will be appropriate for the changes to be made in them the relevant laws and regulations in force at all times and all kinds of legislation in the field of protection of personal data that may enter into force in the future.

**PERSONAL DATA PROTECTION:**

The Participant is obliged to comply with the established rules for the purpose to ensure the order and quality efficient and rapidly, to ensure stability and to avoid disorder in ideal level for the event before, during and after the fair. As indicated clearly in the relevant clauses above, has rights such as collecting the products of/ removing the Participant from fairground/cancelling the participation of the Participant which does not abide with laws, provisions of this Agreement and its annexed documents, instructions of the employees of İZFAŞ, announces and similar instructions; accordingly, these competences may be implemented by İZFAŞ in the quickest way without need for any court decision or judicial decisions. The Participant, by signing this Agreement, is deemed to have given consent to the existence of punitive and executive powers that İZFAŞ has in this manner. The party which encounters such a punitive and executive act, does not have any right to claim and sue for compensation/receivable/loss of profit from İZFAŞ under any name.

**COMPENSATION OF LOSSES:**

The Participant which is obliged to pay for penal clause in accordance with the provisions of this Agreement is also liable to compensate further losses in case of occurrence of such loss.

**SETTLEMENT OF DISPUTES and AUTHORIZED COURTS:**

All disputes between the parties are settled according to books and records of İZFAŞ.İZMİR Courts and Execution Offices of are competent in settlement of disputes.

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