

Regulations of the Event

General Conditions for Participation in the Time to Watches Event

These Regulations of the Event (hereinafter referred to as the Regulations) set out the rules to be followed by an individual or a legal entity (hereinafter referred to as the Exhibitors) wishing to exhibit and/or present their products and/or services (hereinafter referred to as the Products) at the Time to Watches Event (hereinafter referred to the Event) organized by Time to Watches Sàrl (hereinafter referred to as the Organizer).

The Regulations constitute the general conditions of participation in the Event and form an integral part of the exhibition contract.

By submitting an Application (article 2.1) and then a Request for Admission (article 2.2) to the Organizer (article 1.2) to participate in the Event (article 1.1), the Exhibitors (article 1.3) fully accept these Regulations, as well as the Privacy Policy, the Exhibitors' Charter and the Regulations of HEAD – Geneva.

1. General

1.1. The Event

Time to Watches is primarily a watch event for creative and innovative brands. The Event is intended to bring together all watch industry professionals, including manufacturers, retailers, media, influencers, VIPs, etc., with a partial opening to the public (hereafter the Objective).

During the Event, the Organizer provides Exhibitors, and possibly their co-exhibitors (article 1.4), whose Application and Request for Admission has been confirmed by the Organizer, with Packs (article 3), i.e., physical, and digital means to reference and/or exhibit their Products (article 1.5).

1.2. Organization

The Organizer of the Event is:

Time to Watches Sàrl

Rue du Rhône 118, CH-1204 Geneva (Switzerland)

E-mail: info@timetowatches.com

The official website of the Organizer is: www.timetowatches.com (hereinafter the Website).

1.3. Exhibitor and brand(s) presented

An Exhibitor may be an individual or a legal entity, who has the possibility during the Event to have Products listed and/or exhibited under one (1) brand, which must be announced in the Application for Admission.

If an Exhibitor wishes to have Products listed and/or exhibited under other brands belonging to him, he must announce this to the Organizer in the Application for Admission. Any additional brand is subject to approval by the Organizer, or a committee or person appointed by the Organizer. Each additional brand confirmed by the Organizer is subject to additional fees as indicated in the Application Form.

1.4. Co-exhibitor(s)

A co-exhibitor is any other individual or legal entity, regardless of legal form, exhibiting in the same space as the Exhibitor at the Event.

Any participation of a co-exhibitor must be submitted to the Organizer in the Application for Admission and is subject to The Organizer's approval.

For each co-exhibitor whose admission is accepted by the Organizer, the Exhibitor is subject to the payment of additional fees as indicated in the Application Form.

After admission, the participation of the co-exhibitor is the sole responsibility of the Exhibitor. The Exhibitor, therefore, undertakes to ensure that his co-exhibitor(s) comply with these Regulations and all ensuing, in particular financial obligations towards the Organizer, for which the Exhibitor shall be the sole debtor.

1.5. Exhibited Products

The choice of Products exhibited at the Event is the Exhibitor's responsibility, who is solely responsible for their compliance with the laws or regulations in force.

The Exhibitor also undertakes to respect the intellectual property rights of the Organizer, other Exhibitors, co-exhibitors, and third parties (Article 6).

Moreover, without having to justify, the Organizer may refuse to exhibit certain Products, objects, or furnishings and have them removed at the Exhibitor's expense without appeal.

1.6. Location(s) of the Event

The location(s) of the Event is published on the Website and is subject to change. It is the Exhibitor's responsibility to check this information regularly.

1.7. Dates and times of the Event

The dates and times of the Event are those published on the Website and are subject to change. It is the Exhibitor's responsibility to check this information regularly on the Website.

2. Admission to the Event

The admission procedure to the Event consists of 3 phases, all subject to validation by the Organizer.

Phase 1: Application (Article 2.1): This phase constitutes a stage of contact and interest by the Exhibitor. After validation by the Organizer, the Exhibitor will be invited to continue the admission procedure.

Phase 2: Application for admission (article 2.2): When the Exhibitor is validated by the Organizer, it receives an Application for Admission and the Event documentation, which the Exhibitor must complete, sign, and return to the Organizer for validation.

Phase 3: Admission to the Event (Article 2.3): When the Exhibitor meets all the criteria for admission to the Event, it will receive written confirmation of admission and/or an invoice. Only then, and subject to payment of the fees to the Organizer, is the Exhibitor officially admitted to the Event.

2.1. Application to the Event

Exhibitors wishing to participate in the Event must first submit their interest in participating in the Event (hereinafter referred to as Application), using a dedicated form on the Website.

Only the official form available on the Website, duly completed, will be accepted. Any other application on another medium will be automatically rejected.

The deadline for sending the Application is indicated on the Website. Any application sent after the deadline will not be examined and will be automatically rejected without appeal.

The Organizer has complete discretion and independence to decide on the Application of Exhibitors to the Event.

The validation or not of an Application is then confirmed in writing (email or post) by the Organizer.

The Organizer accepts no responsibility for any claims by Exhibitors or third parties in connection with the validation or non-validation of Exhibitors' Applications.

2.2. Application for admission to the Event

Exhibitors whose Application has been accepted by the Organizer will receive the Application for Admission (hereinafter referred to as Application) in writing (by e-mail or post), together with the documentation for the Event.

Only the official Application form provided by The Organizer, duly completed, and signed, will be accepted. Any other Application on any other medium will be automatically rejected.

The deadline for sending the Application to the Organizer is indicated on the Website. Any application sent after the deadline will not be considered and will be automatically rejected without appeal.

2.3. Admission to the Event and conclusion of the contract

The Organizer has full discretion and independence in deciding on the admission of Exhibitors to the Event. The admission of an Exhibitor, co-exhibitor(s), or additional brands is confirmed by the Organizer without appeal.

The Organizer accepts no liability for claims by Exhibitors or third parties in connection with the admission or non-admission of Exhibitors.

The Organizer notifies the Exhibitor in writing (letter or e-mail) of the admission of the Exhibitor, including confirmation of the services allocated to the Exhibitor.

The Application becomes an exhibition contract at the time of this notification and/or when the Organizer sends the invoice for the Exhibitor's participation in the Event.

Finally, the confirmation makes the payment of the amounts due to the Organizer due.

3. Packs, Stands and digital presence

3.1. Packs

The Organizer provides Exhibitors with physical and digital means to reference, present and exhibit their Products in the form of various types of service packages (hereinafter Packs).

Each Pack is detailed in the Application and documentation is sent to Exhibitors when their Application is validated.

Each Pack provides access to basic services, including:

- The provision of a pre-equipped stand (hereinafter Stand), as well as access to optional additional equipment and services (article 3.2);
- A digital presence (Article 3.3).

Once all the admission conditions have been met, the Organizer will proceed with the allocation of the Packs at his own discretion, independently and without appeal, endeavoring to take account of the Exhibitor's wishes.

If the Organizer cannot fulfill a wish expressed by the Exhibitor, this will in no case give rise to any compensation in favor of the Exhibitor.

The Exhibitor will be notified of the allocation of a Pack by e-mail or post at the time of confirmation of admission (Article 2.3), together with the invoice for the services selected.

3.2. Stand

The basic service includes the provision to the Exhibitor of a Stand within the Event, the equipment, surface area and layout of which depends, subject to availability, on the size of the Pack selected by the Exhibitor in its Application.

Location

The location of the Stand is at the discretion of the Organizer, without appeal.

The Exhibitor may not move, exchange, or make available the Stand allocated by the Organizer, or even part of it, to third parties, except in the case of one or more co-exhibitors, subject to confirmation by the Organizer (Article 1.4).

Equipment and services

The equipment and services included in the basic service are described in the Application Form and in the documentation sent to the Exhibitor. A list of additional equipment and services is available as an option.

Any other equipment or services that the Exhibitor may wish to provide must be approved by the Organizer.

Services of third-party providers

The use of third-party service providers by the Exhibitor is subject to authorization, validation, and accreditation by the Organizer, without any appeal. The Exhibitor undertakes to ensure that his service provider complies with the Regulations, the Organizer's directives and all obligations arising from them. The Exhibitor is also solely responsible for the service providers he has commissioned.

Provision of the Stand

Subject to payment of the amounts due under the financial conditions (article 4) to The Organizer, the Stand will be made available to the Exhibitor on a date communicated by The Organizer.

Permanence and exhibition of Products

Exhibitors are obliged to maintain a permanent presence on their Stands and to exhibit their Products during the opening hours of the Event. Failure to do so will result in a daily fixed fine of CHF 1,000 excluding VAT.

If the Exhibitor does not occupy a Stand 24 hours before the opening of the Event, or for a period exceeding 24 hours during the Event, the Organizer may dispose of the Stand. In this case, the Exhibitor loses all rights to his Stand, but will nevertheless be liable for all services ordered by the Exhibitor, even if the Stand is reallocated to another Exhibitor, as well as for any costs and fines that may result from this non-occupation.

3.3. Digital presence

In order to highlight the Products presented by the Exhibitors during the Event, the Organizer will put the content sent by the Exhibitors online on its Website and its social networks.

The Exhibitor guarantees that the contents provided to the Organizer for this purpose do not violate any third-party rights, in particular intellectual property rights or other legal or regulatory provisions.

4. Fees and financial conditions

All prices indicated in the Application Form and in the documentation sent to the Exhibitors are exclusive of Swiss VAT. The Organizer is subject to VAT, subject to exemption.

Services provided to Exhibitors domiciled outside Switzerland are also subject to VAT, as the place of performance of the service, in this case Switzerland, is decisive. The VAT rate is 7.7% (subject to change).

Payments must be made in Swiss Francs (CHF) and by transfer to the bank account mentioned on the invoices.

Exhibitors must pay the following fees:

- **Basic service:** according to the rate of the chosen Pack and confirmed in the Application, to be paid on the following dates:
 - 50% of the total invoice amount, immediately upon receipt of the confirmation of admission to the Event;
 - 50% of the total invoice amount, 60 days before the start of the Event.
- **Fees for additional services** according to the Exhibitor's choice and requests. These costs will be invoiced to the Exhibitor before, during and after the Event and are payable immediately on receipt of the invoice. Any additional services must be paid in advance to the Organizer in order to be carried out.

At the latest on the day before the Event, the Organizer must be in possession of payment or proof of payment of all amounts invoiced up to that point and for which the payment deadlines have expired, failing which the Organizer may prohibit the Exhibitor from entering the Event or expel the Exhibitor from the Event without delay and at the Exhibitor's expense.

The Organizer is entitled to suspend the performance of all its obligations in the event of non-payment, without prior notice of default.

Reminders will be invoiced at the rate of CHF 50.00 plus VAT per reminder. Non-payment of each invoice on the due date shall automatically and without prior notice of default being required result in default interest being payable at a rate of 5% per annum.

5. Personal data

The Organizer guarantees data protection in accordance with the Swiss Data Protection Act (LPD) and the European General Data Protection Regulation (GDPR) where applicable.

Personal data is used by the Organizer with the consent of the Exhibitors at the time of submission of the Application and in the legitimate interest of the Organizer in the performance of its obligations under these Regulations.

The personal data that exhibitors have provided to the Organizer is strictly reserved for the Organizer, its employees, partners, for the provision of legitimate services in connection with the Event, participation, and the visit to the Event.

For more information on this subject, please refer to the Privacy Policy.

6. Intellectual property

The Exhibitor is obliged to respect all intellectual property rights (patents, designs, topographies, copyrights, trademarks, graphic charts, logos, etc.) of the Organizer, other Exhibitors, and third parties.

An exhibitor who wishes to broadcast music and/or videos on his stand must notify SUISA (www.suisa.ch) or SUISSIMAGE (www.suissimage.ch) at least 10 days before the start of the Event.

The Organizer is in no way responsible for any dispute or litigation that may arise between Exhibitors or between an Exhibitor and a third party. An Exhibitor or an injured third party may not claim any action and/or compensation from the Organizer in his favor.

By returning the Application Form, the Exhibitor expressly agrees, for the duration of the Event, to submit any dispute or litigation concerning intellectual property rights issues on the Products and exhibits, and this, before any other procedure, to the Organizer (Article 13).

7. Advertising

Advertising of any kind whatsoever may only be carried out by the Exhibitor within the Stand, for himself and his Products only.

Advertising, sales, canvassing, noise, and music are prohibited outside the stands unless the Organizer agrees.

The Exhibitor expressly authorizes the Organizer, free of charge, to take photographs and/or films that may represent him, including his staff and/or his possible co-exhibitors and their staff and the Products exhibited on the stand. The Organizer may freely use these images on all media, particularly advertising, in Switzerland and abroad, and without any time limit, in connection with the Event's promotion.

8. Insurance

The Exhibitor must insure the Products, all exhibits, exhibition materials, business interruption and furniture against fire, water damage, burglary, and robbery during the exhibition and during transport with the insurance company of his choice.

The Exhibitor is liable for any damage caused to others, either by himself or by his staff and his co-exhibitor(s) and their staff.

9. Liability

The Organizer is civilly liable, in his capacity as organizer, for the Event which he is responsible for carrying out.

However, this liability is limited to the extent permitted by Art. 100 para. 1 CO and does not extend, in particular, to damage or non-material loss caused by third parties to visitors or Exhibitors, or by Exhibitors to visitors.

The Organizer also accepts no responsibility for the loss, disappearance, damage or theft of the Products and exhibits at any time or place.

The Organizer does not guarantee or accept responsibility for the services of its official partners, who act independently of the Organizer.

The HES-SO Geneva, as owner of the exhibition building, also incurs civil liability in its capacity as owner of the buildings and fixed installations used for the Event.

10. Expulsion

Any infringement of one of the clauses of the Regulations, directives or decisions of the Organizer may lead, without the possibility of appeal, to the immediate, temporary, or definitive exclusion of the offending Exhibitor, without prejudice to any other sanctions or liabilities incurred by him and without him being able to claim any reimbursement or compensation whatsoever.

All services ordered by the expelled Exhibitor remain due to the Organizer, as well as any costs and fines that may result from the expulsion.

The Organizer may dispose of the vacated stand in any way it sees fit.

11. Force majeure

For the purposes of these Regulations, force majeure is defined as any external, unforeseeable and extraordinary event, beyond the control of the parties, which cannot be prevented by them, despite all reasonable efforts, such as unforeseeable political, natural, economic or health events (hereinafter referred to as Force Majeure).

Influenza epidemics (e.g., COVID 19) or any other similar health problem are not considered as Force Majeure unless the event is prohibited by decision of the authorities (Article 12.3).

In the event of Force Majeure, the Organizer is entitled to postpone, shorten, or cancel the Event without the Exhibitors to withdraw or claim compensation. Payments already made will be refunded to the Exhibitor, less any expenses already incurred by the Organizer in connection with the postponed, shortened, or canceled Event.

Any cancellation made by an Exhibitor due to Force Majeure must be notified in writing to the Organizer as soon as possible, mentioning the existence of the impediment and the consequences for its ability to perform.

If the Exhibitor proves that he is prevented from participating due to Force Majeure and the Organizer accepts this, the payments already made to the Organizer will be refunded to the Exhibitor, less the expenses already incurred by the Organizer.

12. Termination / Cancellation

12.1 Termination by the Exhibitor

If the Exhibitor withdraws from the contract after the Organizer has confirmed admission, all services ordered are payable by the defaulting Exhibitor.

12.2 Cancellation of the Event by the Organizer

If the Organizer decides not to organize the Event, for whatever reason, except for Force Majeure, the Exhibitor will only be entitled to the reimbursement of deposits and invoices already received, without the Exhibitor being able to claim any compensation (damages and/or interest) due to the non-execution of the Event, except in the event of serious misconduct or willful misconduct on the part of the Organizer.

12.3 Prohibition by a competent authority

If a competent authority should decide to prohibit (or restrict to an extent equivalent to a prohibition) the holding of the Event (Force Majeure), the conditions for reimbursement by the Organizer are as follows:

- Decision taken by the authority before 31 January 2022 (included):
 - If the Exhibitor requests a refund of the payments made, they will be reimbursed, with the exception of a flat-rate sum of CHF 3,000.– excluding VAT for administration costs;
 - If the Exhibitor requests to carry over the payments made to the next edition, no administration fee will be charged or deducted from the amounts retained by the Organizer.

- Decision by the authority between 1 February and 28 February 2022 (inclusive): 60% of the amounts paid by the Exhibitor to the Organizer will be refunded to the Exhibitor.

- Decision taken by the authority between 1 March and the last day of dismantling of the Event: 40% of the amounts paid by the Exhibitor to the Organizer will be refunded to the Exhibitor.

13. Disputes or disputes between exhibitors

All disputes or litigation that may arise between Exhibitors (including co-exhibitors) must be submitted in writing to the Organizer prior to any procedure or intervention by one Exhibitor with another.

Under no circumstances will it be accepted that Exhibitors may involve third parties mandated during the Event to directly settle disputes or litigation between Exhibitors. In such a case, sanctions (fines or expulsion) may be taken by the Organizer against the Exhibitor concerned.

Any disputes or disagreements should be sent by email to the Organizer at: mediation@timetowatches.com.

The submission of a dispute is subject to the payment in advance of a procedural fee of CHF 1,500.– plus VAT.

The Organizer, or a committee, or a person appointed ad hoc by the Organizer, will hear the applicant Exhibitor and the defendant Exhibitor separately and will decide the dispute or disagreement alone, without any possibility of appeal, within a maximum period of 24 hours following receipt of the dispute.

The Organizer, or a committee, or a person appointed ad hoc by the Organizer, will communicate its decision in writing to the Exhibitors concerned and will take any action necessary in this respect to put an end to the dispute or disagreement, such as for example: withdrawal of Products or exhibits, closure of stand, expulsion of an exhibitor, etc.

In the event of a decision in favor of the plaintiff Exhibitor, the latter is entitled to reimbursement of the procedural fee by the defendant Exhibitor, which the defendant Exhibitor must pay immediately to the Organizer, as well as costs up to a maximum of CHF 1,000 (excl. VAT) upon proof of the assistance of a third party (lawyer or other professional in the field of intellectual property), who will then reimburse the plaintiff Exhibitor.

In the event of a decision in favor of the defendant Exhibitor, the plaintiff Exhibitor will bear the costs of the proceedings alone.

The Organizer may apportion the costs of the proceedings between the Exhibitors considering the circumstances of the dispute or litigation and the outcome of the proceedings.

The Organizer, the committee, or the person appointed ad hoc by the Organizer, accepts no responsibility for claims by Exhibitors or third parties in connection with decisions they may take to settle disputes or differences between Exhibitors at the Event.

14. Communications

The Organizer communicates with exhibitors in writing: by post or email, but preferably by e-mail, using the email addresses on the domain: timetowatches.com.

E-mails are considered to be received when they reach the domain (e-mail account with the Internet service provider) of

the Exhibitor. It is the Exhibitor's responsibility to regularly check his e-mail inbox and ensure that e-mails from The Organizer can still be received.

15. Regulation

These Regulations are presented on the Website in English and French. In case of discrepancies between the English and the French version, the French version shall prevail.

All cases not provided for in the Regulations are the responsibility of the Organizer, to whom all requests must be addressed in writing.

Any dispute as to the interpretation and application of these Regulations shall fall within the competence of the Organizer, who shall decide without appeal.

The Organizer reserves the right to modify the Regulations at any time. The modifications shall be communicated on the Website and shall come into force at the time they are put online.

16. Applicable law and jurisdiction

These Regulations are governed by Swiss substantive law, to the exclusion of its provisions on private international law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

The Exhibitor undertakes to do everything possible to try to settle amicably any dispute that may arise from the execution of the Regulations. In the event of persistent disagreement, to submit their dispute as a matter of priority to a mediator appointed by mutual agreement.

If mediation is not successful, or if the parties are unable to agree on the appointment of a mediator, any dispute relating to the Regulations shall be submitted to the exclusive jurisdiction of the courts of the Canton of Geneva, in the forum of Geneva, subject to appeal to the Federal Court.

17. Contact

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