GENERAL TERMS AND CONDITIONS
PARTICIPATION

PREAMBLE :

These general terms and conditions apply to all applications to participate and/or to attend the Sustainable Smart Marina Event 2023 organized by Monaco Marina Management.

As a participant to the Sustainable Smart Marina Event please read these terms and conditions carefully as it contain important information.

By submitting your registration and/or by attending the Event, you agree to be bound by these terms and conditions.

ARTICLE 1: DEFINITIONS

The term **« Organizer »** refers to the company Monaco Marina Management S.A.M (M3) with registered office at Le Labor – 30 Boulevard Princesse Charlotte – 98 000 Monaco (referred to as "we/our/us").

The term **« Applicant »** or **« Exhibitor »** mean any company or establishment or individuals that has fully submitted and completed an application form to participate at the Sustainable Smart Marina Event 2023, or any agent, representative or employee of said company (referred to as "you/your").

The term **"Visitor"** means individuals who have purchased an entrance ticket to access to the Sustainable Smart Marina 2023 Event.

The term **"Event"** refers to the Monaco Smart & Sustainable Marina Rendezvous 2023 or Smart Marina Event 2023 taking place at the Yacht Club de Monaco on Sep 24th & 25th, 2023.

The term **"Application"** means the selection process and the form filled in by each Applicant to be part of the Sustainable Smart Marina Event.

ARTICLE 2: APPLICATION FOR PARTICIPATION

To submit an application, all Applicants must:
- Contact the organizer or fill in the jotform online **www.monacomarinamanagement.org** or **www.sustainablesmartmarina.com** to obtain the application form;
- Complete the application form in good faith and return it to the Organizer duly completed and signed;
- Agree to assessment by the Organizer and ultimately to submit to M3's sovereign and discretionary final decision on their application, this decision being an absolute prerequisite for the participation agreement;
- Proceed to the full payment of the registration fee applied by the Organizer at the signature of the application;
- On request of the Organizer, the Applicant has to be able to provide documents and/or references confirming the relation of its professional experience with marinas, architects and/or innovative/sustainable product and/or solution;

M3's final decision to accept an application will be based upon the Applicant's essential qualities, as any subsequent participation agreement will be made on an intuitu personae basis owing to the special and individual status of each Applicant.

a) All Applicants wishing to submit an application must first ensure that they are fully up to date with payment of any amounts still owed to the Organizer for participation in previous events. Otherwise, the Organizer reserves the right not to supply an application form. The same applies where the Applicant has breached the terms and conditions of participation in previous events, with the Organizer having discretionary power to rule whether any such breach has taken place.

b) The application form must state the following information: Company name of the Applicant, VAT number, Address, Name of his representative, Contact details

c) Applications will be taken into account and registered only when the duly completed application form has been signed and sent to the Organizer, and the full amount of the total participation fee (including VAT) has been paid. However, the Applicant expressly acknowledges that if his application is registered after the above-mentioned initial payment is made, definitive acceptance of his application will be subject to the Organizer's express discretionary approval, pursuant to point (D) below.

d) The Applicant expressly acknowledges and accepts that participation in past editions neither gives him any right to a particular exhibition space nor entails the acquisition of any right of admission.

e) The Applicant may not choose his exhibition space, which will be allocated at the Organizer's discretion.

f) The Applicant will receive an email confirming its participation at the Sustainable & Smart Marina 2023 called "validation of participation".

ARTICLE 2 BIS: APPLICATION FOR STARTUP

Application for startup will follow the same process as stated above Article 2. However due to the number of applications to participate at the Sustainable Smart Marina Event, the Organizer will proceed as follow with a pre selection process to accept startups' application then with a selection process through an international jury to participate at the Sustainable Smart Marina Event. The exhibition space being limited, the international jury will select 30 startups to have an exhibition space on site during the 2 days Event. Other startups accepted in the process but not selected to have an exhibition space on site will be able to attend the event with 1 representative badge access and they will be liable to purchase additional company entrance as stated in Article 7A.

a) A startup is considered eligible to participate at the Monaco Smart Marina Event if they offer innovative and/or sustainable solution which can be applied in the ecosystem process of marina building or marina operations.

b) A startup can participate only for 2 – two – consecutives editions, excepted if the product or solution has significant improvement or if the product has gained a specific certification since the last participation.

c) The startup Applicant recognizes and acknowledge he has all the rights including intellectual property to showcase the said product and/or solution at the Monaco Smart Marina Rendezvous 2023

ARTICLE 3: REQUEST TO SHARE AN EXHIBITION SPACE

a) By completing the application form, which is by nature intuitu personae, the Applicant makes a request to participate in his own name. The Organizer does not allow the exhibition space to be shared with one or more third companies or entities also party to the application, whether they are independent or members of the same group (subsidiaries).

b) No other communication media, products distribution or materials providing exposure for another brand of those registered on the application form by the Applicant will be accepted. (e.g: logo, flyer, advertising poster of brands distributed, branded products or services, or any other media). In case of one or several brands are promoted on a same exhibition space, the Organizer shall be entitled to apply an additional participation fee per brand promoted. This shall not affect any additional claim for damages or the consequences for the Applicant provided for by Article 11A

ARTICLE 4: PAYMENT TERMS

a) It is the intent of the parties that the Organizer shall receive the participation fees in full and that any: (i) banking and other transfer of payment charges, and (ii) applicable value added tax (VAT) (if any) shall be paid solely by the Applicant (in addition to the participation fee). As regards VAT, each party shall comply with any applicable VAT laws and regulations covering in particular VAT payment and invoicing requirements. If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the participation fees, the Applicant shall pay such withholding taxes directly to the relevant tax authority. The participation fees referred to in this application form are exclusive of any VAT or any other tax which might be chargeable in connection with such participation fees

b) Payment terms are as follow:
Full payment (including VAT) at the date when the application form is signed and the Organizer sent the email of "participation validation", by bank transfer to Monaco Marina Management S.A.M's account, number 30003 00952 00020503128 87 at Société Générale, SG MC Centre d'Affaires 18 Quai JC Rey – 98 000 Monaco

ARTICLE 5: USE OF THE EXHIBITION SPACE

a) The Applicant undertakes not to alter the allocation and layout of the exhibition space without the consent of the Organizer and/or the staff of the Yacht Club de Monaco – owner of the venue.

b) Each Applicant has to inform the Organizer of any items, product, object, marketing support, specific request, he would like to bring on site. The Applicant must submit a supplementary written request and he could be charged for any such use as additional occupancy

c) In the event of a change to the surface area or other constraint affecting the layout of the event, the organizer will be entitled to the exhibition space allocated to the Applicant, without compensation payable to the Applicant.

d) The "Participation Handbook" of Monaco Marina Management which includes practical instructions with deadlines, to do list, to be followed for organizing and coordinating participation at the Event, is to be treated as an integral part of the terms and conditions of the application.

e) The Applicant undertakes to respect the organizer's timetable and to be present during the entire event.

ARTICLE 6 : AWARDS COMPETITION

ARCHITECTS:
- Eligibility: The competition is open to all licensed architects and architectural firms.
- Submission Requirements: Submissions must include a design concept, plans and specifications, and a written description of the design approach.
- Intellectual Property: All intellectual property rights in submissions will belong to the Applicant. However, the organizer reserves the right to use the designs in publications, exhibitions and promotional materials referring to the event Smart Marina.
- Confidentiality: The Organizer will take all reasonable measures to ensure the confidentiality of the designs, but cannot be held responsible for any breach of confidentiality.
- Judging process: All submissions will be judged anonymously by a panel of experts. The judges' decision is final and binding.
- Awards: The top three designs selected by the jury members will be presented at the event and then voted on by the participants to receive a prize.
- Disqualification: The Organizers reserve the right to disqualify any entrant who fails to comply with the competition rules or engages in unethical behavior.

STARTUP:
All startups may pretend to the awards competition once they have been validated in the pre selection process by the Organizer.

All participants must ensure to have the intellectual properties rights in submissions.

Startups part of the awards process will have interviews with an international jury member who will evaluate each startup making a final vote through the consensus meeting.

The votes will be based on the following criteria's: interest, differentiation, innovation, positive impact, ecofriendly solution.

MARINA
- Eligibility : All projects marina and operational marina may pretend to participate at the Monaco Smart & Sustainable Marina Rendezvous 2023.
- Application requirements must include marina logo, photos, plans and the sustainable approach of each marina project or operational marina.
- Intellectual Property: All intellectual property rights in submissions will belong to the Applicant. However, the organizer reserves the right to use the photos in publications, exhibitions and promotional materials referring to the event Smart Marina.
- Confidentiality: The Organizer will take all reasonable measures to ensure the confidentiality of any project or any information under NDA but he will be not be held responsible for any breach of confidentiality.
- Judging process: All application will be judged anonymously by a panel of experts and jury members will evaluate the architecture (40%), the environment commitment (40%), customer services (20%) The judges' decision is final and binding. Full details of criteria's may be ask by the Applicant by email at info@monacomarinamanagement.org
- Awards: The top three marina under project and operational marina selected by the jury members will be presented at the event and then voted on by the participants. One winner by category will receive a prize.
- Disqualification: The Organizers reserve the right to disqualify any entrant who fails to comply with the competition rules or engages in unethical behavior.

ARTICLE 7: CANCELLATION

a) If the Applicant cancels his participation in the Event after the Organizer has sent the email of validation for his participation, cancellation fees will be charged in full and the Organizer will be fully entitled to re-allocate the exhibition spaces concerned.

b) In case of insolvency of the Applicant, for any reason and in particular owing to cessation of payments, liquidation or bankruptcy, the participation fees will remain payable and cancellation costs will apply as set forth in Article 6A. The exhibition space freed up as a result will be reallocated by the Organizer.

c) In any case the Organizer will be held responsible in case of transport cancellation, strikes or non-Visa obtention, EU Permit and the Article 6A will apply.

ARTICLE 8: ADDITIONNAL PAID SERVICES

a) Additional Company's Representative Ticket
The Exhibition space includes an entrance for 1 – one - company's representative. In the case additional entrances are needed, the Applicant should notify the Organizer who will invoice the entrance fee according to the number requested at the cost of 180€ excluding VAT per additional company's badge and only for company's representative.

b) Advertising Page
Each Company benefits of one presentation page in the E-Catalogue. If the Applicant want to have a specific visibility and/or enhance the promotion with his company/products, he will be able to have an advertising page at the cost of 1000€ excluding VAT and/or a double advertising page at 2000€ excluding VAT.

ARTICLE 9: RESPECT FOR LEGAL AND SAFETY PROVISION

a) The Applicant must respect and ensure that those persons under his orders respect the laws and regulations which apply to establishments that are open to the public as well as internal security instructions.

b) The Applicant must respect the laws and regulations concerning decency, public order and the good organization of the Event, and ensure that these are respected.

c) The Organizer reserves the right to expel any person whose attitude or clothing is judged to be incompatible with the standing and image of the Event or who refuses to comply with the policies in force on the premises. The Organizer also reserves the right to refuse admittance to the Event to any person without explanation and without engaging the Organizer's responsibility.

d) The Dress Code set in the "Participation Handbook" must be followed as much as possible. A decent tenue is recommended along the Event participation.

e) The Applicant must comply with all safety instructions issued by the authorities and / or the Organizer in order to avoid the risk of fire or any other security-related incidents. No one may be in possession of the following materials whilst at the Event: detonators for explosives, fulminating explosives and all dangerous or harmful substances including flares and fireworks.

f) The Applicant has to respect in any event the regulation concerning intellectual property, by concluding all prior agreements with the bodies concerned for exploiting intellectual property rights during the Event. The Applicant must settle any right, tax and contribution that may be due in such a way that the Organizer is never to be troubled in this respect.

g) If an infringement has been established by a judicial ruling or if a judicial proceeding is ongoing as regards an intellectual property matter, the Organizer is entitled to remove the goods concerned at the exclusive expense of the Applicant. Therefore, the Organizer reserves his discretionary right to deny any access of the Applicant to the Event, and to take whatever other measures that it considers necessary.

h) The Organizer is the only owner of all intellectual property rights relating to the Organizer's brand and the Event "Monaco Sustainable & Smart Marina". The Organizer may grant written permission to Applicants, at his own discretion, to use these intellectual property rights in such manner as the Organizer may direct.

i) All unauthorized filming, sound recording and photography of the Event, and all unauthorized transmission of audio or visual material at the Event, by the Applicant and/or its personnel is expressly prohibited. The Applicant acknowledges and agrees that the Organizer and its personnel shall be permitted to film, sound record and photograph the Event, which may include, without limitation, filming, sound recording and photography featuring the Applicant's personnel (the "Content"). The Applicant agrees to make its personnel aware of such filming, sound recording and photography of the Event. The Applicant acknowledges and agrees that the Organizer is the sole and exclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that the Applicant may have relating to or arising from the Content or its use. The Organizer shall be permitted to use the Content anywhere in the world for promotional and other purposes, without any payment or compensation. If any of the Applicant's personnel has any objection to the use of their image in any filming, sound recording and/ or photography of the Event, the Applicant shall notify the Organizer in writing.

ARTICLE 10: SETTING UP, DISMANTLING AND EQUIPPING THE EXHIBITION SPACE

a) Any delivery goods to the exhibition venue must follow the rules set by the Organizer. No exceptions will be allowed to these regulations.

b) No delivery or redelivery will be accepted by the organizer and/or the Exhibition Venue's Staff without written prior notification.

c) Any extra equipment, decorations or product must be approved by the Organizer. It must comply with the security regulations imposed by the Monegasque authorities or implemented by the Organizer. Any extra equipment or decorations will be set up under the Applicant's control and at his own expense. It must under no circumstances lead to the deterioration of the premises or a delay in set-up.

d) The Applicant must not set-up or decorate his exhibition area in a way that interferes with the daylight, obstructs the view along the alleys or causes any annoyance or disturbance to the other participants at the Event.

e) The use of nails, hooks etc. to fix posters, drapes or paintings from the ceilings and on walls is not allowed, nor is the use of glue to add other items.

f) Any equipment made available for the Applicant which is damaged and needs to be replaced will be charged to the Applicant.

g) Special materials or equipment brought in by the Applicant with the Agreement of the Organizer must be removed without exceptions on Monday 25th September from 6pm till 11pm. Failing this, the Organizer will automatically proceed with their removal. Extra hours / days of occupation will be invoiced to the Applicant, without prejudice.

h) Any damage observed by the Organizer during the Event is the liability of the Applicant.

i) The Applicant is not authorized to display on his exhibition space any advertising material (printed or digital), product or any other promotional items in relation with an individual or company which does not take part in the Event.

ARTICLE 11: PERSONAL DATA PROTECTION:

As data controller, the Organizer processes the Applicant's personal data for the purpose of organizing and managing the Applicant's participation in the Event.

Under the legal terms of the agreement between the Organizer and the Applicant, the following personal data are processed:
Company name, last name, first name, job title, telephone number and email address of the contact, assistant and accounts department of the Applicant.

On this contractual basis, the Organizer also processes the Applicant's personal data for the purpose of sending newsletter and advertising in connection with the Sustainable Smart Marina Event. Details on how to unsubscribe can be found in the emails sent by the Organizer. Furthermore, the Organizer discloses the Applicant's personal data to exclusive partners of the Sustainable Smart Marina Event. As part of the Organizer's commitment to full transparency, a list of these partners may be obtained on request. As a professional and partner of the Event, the Applicant contractually undertakes to consent to his data being disclosed to these third parties, on the understanding that the data will be disclosed exclusively for the purposes of this agreement, i.e. for participation in the Event. This disclosure is not dependent upon the consent of the person concerned, since it forms an integral part of the contractual agreement between the Organizer and the Applicant, and the persons concerned are contacted solely on account of their status as a professional in the employ of the Applicant.

The intended recipients of these data are authorized personnel of the Sustainable Smart Marina Event. Data processed by the Organizer will under no circumstances be used for profiling, automated decision-making or be transferred to countries without adequate protections. If data are transferred occasionally, this will be done in a manner fully compliant with applicable legislation. Collected personal data will be retained for a limited period, based on the duration of the commercial relationship and the requirements of applicable legislation.

Individuals concerned have the following rights:
- Right of access: Data subjects shall have the right to obtain confirmation as to whether or not personal data concerning them are being processed, and, where that is the case, access to the personal data and a copy of those data.
- Right to rectification: Data subjects shall have the right to obtain the rectification of inaccurate personal data concerning them.
- Right to erasure: In certain cases, data subjects shall have the right to obtain the erasure of personal data concerning them. However, this is not an absolute right, as the Organizer may retain said data for legitimate or legal reasons.
- Right to data portability: This means, in certain cases, the right to receive personal data which he or she has supplied, in a structured, commonly used format and the right to transmit those data to another controller where technically possible. This right does not apply where personal data are processed using automated processes on the basis of consent or in the performance of a contractual agreement.
- Right to lodge a claim with a supervisory authority: Data subjects shall have the right to contact a supervisory authority, the CCIN or CNIL, to lodge a complaint regarding the Organizer's practices in relation to personal data protection.

To exercise these rights, persons concerned may send a request to the Organizer's registered office: Le Labor, 30 Boulevard Princesse Charlotte, 98000 Monaco or by email to info@monacomarinamanagement.org, including proof of identity.

It is the Applicant's duty to inform persons concerned about data processing by the Organizer, and to ensure that his own data processing procedures comply with data protection legislation.

The Organizer will under no circumstances be liable for the processing of personal data by the Applicant before, during or after the Event.

The contact details of the company itself (financial details, registered office, etc.) are not personal data and are therefore not concerned by this article.

ARTICLE 12: TERMINATION CLAUSE

a) The contractual agreement established by the email of participation validation will be cancelled by the Organizer ipso jure and without compensation for the Applicant, without prejudice to the Organizer's right to recover any sums due and make any claims against the Applicant for losses or damage of any kind, in the event that any of the foregoing provisions are breached (except with the Organizer's prior written permission) and specifically in the following cases:

- Force majeure or unforeseen circumstances.
- Where a fact or willful act would bring the Applicant into disrepute, whether occurring before or after the email of validation for participation, or where the Applicant does not enjoy an established and recognized reputation in the marina industry, as provided for by Article 2.
- Where the Applicant's participation in the Event would be detrimental to the Organizer's fundamental values, reputation and legitimate commercial interests.
- Where a third entity is present in the Applicant's exhibition space without prior permission from the Organizer as per Article 3, if the Applicant does not immediately vacate the exhibition space at his own expense, without prejudice to any damages that may be claimed from the Applicant at fault.
- Where it transpires that the Applicant is not using the space in accordance with its intended purpose as stipulated by Article 4.
- Where the exhibition space is not occupied by the Applicant at midday on the day of the Event is due to open, the Organizer reserves the right to retake possession of the space without refund or compensation, and without prejudice to any damages that may be claimed from the Applicant at fault.
- Where the Applicant fails to pay sums due to the Organizer for the occupancy of exhibition spaces within the deadlines stipulated in Article 5B, with any sums paid to be forfeited to the Organizer who will retake possession of the spaces provided, ipso jure and with no compensation payable to the Applicant.
- Where the Organizer suspects that the funds used by the Applicant to pay the participation fee were obtained illegally, in accordance with applicable anti-money laundering regulations and reporting obligations imposed on all Organizer's collecting monies.
- Where the Organizer is obligated by Monegasque or international law or by a governmental or financial institution to cease all commercial transactions with the Applicant or the companies attached to him, notably owing to actions or offences committed by him, or restrictions of any kind relating to the Applicant's geographic location.
- Where the Applicant is in violation of the intellectual propriety rules as stated in article 8.

b) In case of cancellation, the Applicant will be notified before the Event, by registered letter sent with acknowledgement of receipt, and the cancellation will take effect without notice as from the date on which this letter is sent. During the Event, cancellation may be effected by means of simple written notice sent to the Applicant.

c) In case of cancellation, all fees paid by the Applicant will be forfeited to the Organizer, who will be free to use the exhibition space made available as he sees fit, and notably to admit another company to the Event.

d) The Organizer may invoice the Applicant for any fees or costs incurred in the enforcement of these terms and conditions (process server, legal costs, etc.).

ARTICLE 13: LIABILITY

The Organizer does not make any warranty as to the Event in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor or attendee of the Show, (ii) the number of exhibitors, sponsors or attendees participating in the Show, (iii) the benefit or outcome (commercial or otherwise) that the Applicant may achieve as a result of participating in the Event, and / or (iv) the condition of the venue and / or any utilities that may be provided for use at the venue.

ARTICLE 14: JURISDICTION

In case of conflict, the Monaco Court will remain the only jurisdiction to state.

ARTICLE 15: COVID

a) Notwithstanding any other provision of these terms and conditions, the parties agree that if the Organizer cancels the Event due to the continuing effects of the Covid-19 pandemic or any pandemic, the Organizer will organize an online event to maintain the Sustainable & Smart Marina Rendezvous 2023 and the participation fee will remain due.

b) In case the Organizer is not able to maintain the Event online, the Applicant shall have the right to elect that any part of the participation fee already paid by the Applicant (i) be applied to the next edition of the Event to be organized in 2024, (ii) or refunded.
This clause 13b only applies to monies paid by the Applicant directly to the Organizer (and for the avoidance of doubt, does not apply to monies paid by the Applicant to third party vendors/suppliers for products/services related to the event; e.g. freight forwarders, hotels/accommodation partners and airlines, even if such third party vendors/suppliers are recommended or approved by the Organizer). The Applicant acknowledges and agrees that the provisions of this Article 13b shall be the Applicant's sole remedy in the event that the Organizer cancels the Exhibition due to the continuing effects of the Covid-19 pandemic. The Applicant also acknowledges and agrees that, in respect of the consequences of the continuing effects of the Covid-19 pandemic on the Exhibition, any further liability of the Organizer is hereby expressly excluded. This Article 13a shall survive any termination of the Participation Agreement.