

Special Regulations

INTRODUCTION

Virtual Nautic's special regulations have been drafted by Fédération des Industries Nautiques (the French Marine Leisure Industry Federation).

These Regulations set out the specific conditions governing the services provided to the exhibitor by the French Marine Leisure Industry Federation. They are completed, in the event of any gaps, by the supplementary provisions of the General Regulations for Commercial Events (RGMC/2015) of UNIMEV, the professional federation of the event organisers (see <http://www.unimev.fr/>)

These Regulations form a single, indivisible unit.

Virtual Nautic's Commissioner-General is in charge of the application of these Regulations.

NB: In these Special Regulations, the French Marine Leisure Industry Federation is referred to as the "Organiser"

1. DATES AND TIMES:

The 1st Virtual Nautic will take place on Friday 12 March 2021 from 10am to 9pm and on Saturday 13 March 2021 from 10am to 7pm.

1.1 Training & Arrival on the Virtual Nautic platform

Training sessions on the Virtual Nautic platform will take place between Monday 8 March and Thursday 11 March 2021. These will enable you to:

- 🚩 create your avatars,
- 🚩 download your documents / promotional films, take possession of your
- 🚩 exhibition space,
- 🚩 personalise your exhibition space,
- 🚩 ...

2. REGISTRATION:

2.1 - General conditions of entry

Unless otherwise agreed by the Organiser, only companies and corporate groups correctly constituted and which have been registered in the Commercial Register for over a year and whose activities are directly related to marine leisure, marine leisure-related tourism and marine and watersports professional training may be permitted to exhibit at Virtual Nautic. Together with the application form, all new exhibitors must enclose a K bis extract less than three months old (or for foreign exhibitors, an equivalent document), detailed documentation on their products or services, as well as a note presenting their activities in, and connections with, the marine leisure sector, marine leisure-related tourism and marine and watersports professional training.

Entry is personal.

Corporate groups (G.I.E., Associations, etc.) may only exhibit in collective spaces if each group member company has been admitted to exhibit individually and has agreed to pay the required fees.



Foreign corporate groups are only permitted to exhibit in show spaces if their member companies do not have their own importer or agent in France; this does not apply, however, in the case of an exemption granted by the Organiser.

2.2 - Deadline for registration

Complete applications must reach the Organiser by no later than 18 December 2020. These must be accompanied by the deposit referred to in Article 3 of this Regulation.

After this date, complete applications received will be subject to a 5% surcharge on the total participation fee payable. Subject to entry being permitted under the conditions described in Article 2.3, applications will be granted by the Organiser in their order of arrival, depending, in particular, on availability.

From 31 January 2021, they must be accompanied by deposits payable on the date on which they are sent in.

Any payment received from a company that has not paid the sums due for its participation in a previous session of a Fédération des Industries Nautiques trade show will be charged as a matter of priority, in order to settle these sums.

2.3 - Entry

Complete applications for participation are submitted to the Organiser which, after examining them, will decide whether or not to accept them. In particular, the Organiser reserves the right to refuse entry to companies experiencing financial difficulties, especially those under judicial administration not offering sufficient guarantees of proper performance of their obligations.

3. GENERAL TERMS AND CONDITIONS OF SALE

3.1 - Advance payments and payment schedule

- 🚩 The application form must be accompanied by a 30% deposit. On 31 January 2021, a second deposit of 30% will be due.
- 🚩 The balance of the total participation fee must be paid no later than 28 February 2021.

Any payment made after the above-mentioned dates will be increased by 5%.

3.2 - Cancellation

- 🚩 If Virtual Nautic is cancelled by the Organiser, the full amount of any deposits paid will be refunded to exhibitors.
- 🚩 Between 31 December 2020 and 31 January 2021, if the exhibitor cancels its participation in Virtual Nautic, any deposits paid remain due to the Organiser.
- 🚩 After 31 January 2021, if the exhibitor cancels its participation, the full amount of the Virtual Nautic participation fee will be due to the Organiser. In this case a cancellation invoice will be issued by the Organiser and must be paid within 30 days.



4. PRODUCTS OR SERVICES PRESENTED

4.1 - Rules applicable to all exhibitors

In addition to article 06-04 of the General Regulations, it is reminded that only products or services that have been considered by the Organiser as complying with the event's general classification are permitted to be presented at Virtual Nautic. The presentation of second-hand, downgraded items or items on sale and more generally, of non-compliant products or services, is strictly prohibited.

4.2 - Exhibitor quality

Only the companies or groups of companies referred to in article 1 are permitted to participate in Virtual Nautic.

As regards the companies referred to in Article 1 that are:

- either builders or manufacturers of boats, windsurfing boards, engines and equipment or other items related to boating. A builder is defined as a company that manufactures its own product models;
- or the importers, distributors or agents of boats, windsurfing boards, engines and equipment or materials related to sailing. Importers, distributors or agents of boats and windsurfing boards must supply, at the time of submitting their application for participation, a distribution or representation agreement valid until at least April 2021;
- or the distributors and retailers of marine equipment, fittings and clothing which may be located in a specific section of Virtual Nautic.

If there are multiple exclusive importers with distinct territories, distributing products from the same manufacturer, this manufacturer would be represented at Virtual Nautic by one or more of its importers as follows:

- by one of them, which has applied for and been accredited by the manufacturer;
- or by multiple importers, which must then mention firstly, the manufacturer's commercial name and/or brand name and, secondly, they are also permitted to specify their distribution territory.

In both cases, exhibitors must supply, together with their Application for Participation, a certificate of accreditation approved by the manufacturer concerned ("Virtual Nautic Exhibitor Accreditation" form).

For the same brand, where the product or service ranges presented and offered for sale differ in particular in terms of type, appearance or dimensions, the Organiser may exceptionally authorise accreditation of two or more different exhibitors by the manufacturer or supplier. In the event of conflict, the decision of the Organiser is final.



4.3 - Competition items

The presentation of small items of machinery or equipment specially for a competition organised in accordance with the regulations in effect, is subject to express prior authorisation by the Organiser; which will decide, on a case-by-case basis, after ensuring, in particular, that no confusion is likely to exist between these items and the products presented in the space reserved by the exhibitor concerned.

The exhibitor agrees to comply with the regulations in effect relating to competitions and provides a full indemnity to the Organiser against any legal action based on this competition.

5. PUBLIC INFORMATION

5.1 - Communication to the public

Exhibitors must ensure that they inform the public about the features, prices, conditions of sale and warranties of their products or services in a complete, objective and regulation-compliant manner. Exhibitors must show loyalty at all times towards customers, especially those who place orders or pay deposits during Virtual Nautic. In any event, the Organiser shall not be held liable for any contracts concluded in this manner. It is reminded that it is mandatory to display the prices of products being offered for sale to the public.

5.2 - After-sales service

Exhibitors of products requiring after-sales service may be required to prove that they are able to provide this service, by virtue of their permanent locations or technical branches.

6. TECHNICAL REGULATION

6.1 - In France, Part 5 of the Transport Code (Code des Transports, 5^{ème} partie) transposes into French law Directive 2013/53UE of 20 November 2013, a Community regulation ("CE" marking) applicable to most pleasure craft between 2.5 and 24 metres in length, whether intended for maritime or for river navigation.

These vessels must bear a CE marking and must comply with these regulations, which have been mandatory since 17 January 2017 and which include:

- the affixing of a manufacturer's plate and a WIN boat identification number;
- the provision of a written declaration of conformity and an owner's manual with each boat.

However, Article R5113-17 of the Transport Code provides that "Products [...] [...]" (affected by the scope of these regulations) presented at trade fairs, exhibitions, demonstrations or similar events do not need to comply with the provisions of this section, provided a visible sign indicates clearly that these products are non-compliant and that, prior to being brought into compliance, they are not permitted to be made available for sale in the market or placed into service".



6.2 - The administration reserves the right to carry out checks to verify that the regulations are being complied with.

The Organiser reserves the right to prohibit the presentation to Virtual Nautic of products, materials and services that do not comply with the relevant regulations in effect.

7. LOCATION & STAND OCCUPANCY

7.1 - Allocation

Slots are allocated by the Organiser, in accordance with the provisions of article 04-01 of the General Regulations and the distribution of business sectors across the different zones within Virtual Nautic. Under no circumstances may an exhibitor or group of exhibitors, under any pretext whatsoever, including on the grounds of earlier occupation or ordering, lay claim to a particular slot.

The Organiser will endeavour to satisfy the wishes of the exhibitors to the maximum extent within the options available. The Organiser may, at any time, modify such distribution and the slots allocated.

7.2 - Occupation

The slots allocated may not be transferred, sublet or made available to a third party, either in whole or in part, by the exhibitor, either in return for payment or free of charge. The exhibitor may not carry out any advertising or commercial action in favour of a third party or products or services other than those for which the stand application has been submitted, except with the prior agreement of the Organiser.

7.3 - Co-Exhibitor(s)

Any entity/brand present on the stand of an exhibitor, in relation to which the latter is neither the manufacturer nor the importer must be declared as a co-exhibitor.

Requests for exemption must be submitted, together with the Application for Participation form, by completing the "List of Co-Exhibitors" form. The Organiser reserves the right to accept or refuse hosting by an exhibitor of a co-exhibitor, without having to justify its decision in case of refusal. If the hosting request is granted, the exhibitor is and remains the sole contractor and the sole contact person of the Organiser.

7.4 Stand occupancy

During Virtual Nautic, the exhibitor must ensure that all persons arriving at the stand during opening hours are welcomed.



8. EXHIBITOR AVATARS AND GUEST AVATARS

8.1 - "Exhibitor avatars" can be created from Monday 8 March 2021.

8.2 - Exhibitors will be able to purchase avatars for the persons and companies they wish to invite. Unused avatars are not taken back, refunded or exchanged.

8.3 - The sale of avatars is strictly prohibited.

8.4 - The reproduction of avatars is strictly prohibited.

Only the Organiser is authorised to issue avatars. Any offences or/and fraudulent behaviour observed may lead to criminal prosecution.

9. DATA PROTECTION

In the context of the organisation of Virtual Nautic, the Organiser undertakes to comply with the regulatory framework in force applicable to the processing of personal data and, in particular, the stipulations defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data (RGPD).

For more information - See the "Data Protection Charter" on our website
www.fin.fr

