

## GENERAL TERMS AND CONDITIONS REGARDING FOREIGN INDIVIDUAL AND SHELL-STAND APPEARANCE IN TRAVEL FAIRS OF THE HUNGARIAN TOURISM AGENCY LTD. IN 2017

The Hungarian Tourism Agency Ltd. represents a uniform image at the most prestigious international travel and wine fairs seeking fundamentally to introduce Hungary as a multifarious tourist destination with a prosperous viniculture and to help Hungarian providers of tourism and viniculture services to enter the market.

Mainly domestic providers of tourism services promoting the touristic supply of Hungary and offering domestic trips, accommodation facilities, non-profit marketing organizations, local governments, Tourinform Offices and foreign providers of tourism services offering Hungary as a destination may appear in Hungary's national stand against a fee. Besides, wine-growers and merchants promoting the wines and the wine regions of Hungary can join the Hungarian communal stands of the wine fairs.

### I. REGISTRATION FOR TRAVEL FAIRS ORGANISED BY THE HEAD OFFICE

- 1.1 Applications can be submitted on the designated registration form that can be downloaded from the website <http://szakmai.itthon.hu/kiallitasok-es-vasarok>.
- 1.2 The registration forms should be filled in electronically, signed and stamped duly by the respective representative and sent through via e-mail to [kiallitas@mtu.gov.hu](mailto:kiallitas@mtu.gov.hu) or to [bor@mtu.gov.hu](mailto:bor@mtu.gov.hu).
- 1.3 Deadlines are shown in the table of fairs published at <http://szakmai.itthon.hu/kiallitasok-es-vasarok>.
- 1.4 Applications will be confirmed by the Hungarian Tourism Agency Ltd. Registrations are not valid unless confirmed. Registrations are accepted depending on the number of available places.
- 1.5 We are not in the position to accept the registration of firms with overdue accounts payable to Hungarian Tourism Agency Ltd. at the date of receipt of the application.
- 1.6 Late registrations will only be accepted if free places are still available and if the fee for participation is transferred immediately upon receiving the invoice.
- 1.7 Places will be assigned at a meeting held for co-exhibitors at the seat of the Hungarian Tourism Agency Ltd. 1-2 weeks before the opening day of each fair by draw.
- 1.8 Entry of co-exhibitors in the fair catalogue is possible only upon transferring the participation fee.
- 1.6 We may accept registrations received after the deadline for catalogue entry, as indicated, but we cannot secure registration in the official catalogue of the fair.

### II. PARTICIPATION FEE

- 2.1 Fees for the participation and for delivery of extra publications are included in the attachment published at <http://szakmai.itthon.hu/kiallitasok-es-vasarok>.

- 2.2 The participation fee covers the following services:

#### a) appearance via information personnel (touristic and MICE fairs)

- information desk and shared location for meetings for the representative of the participating company (in case of individual stands: 2 persons/company for full counters, 1 person/company for shared counters - maximum number of participants at each counter is 4 persons. In case of shell stands: 2 persons/company for full counters, 1 person/company for shared counters, maximum number of participants at each counter is 3 persons, no extra participant can be registered for shared counters);
- site to store the brochures of participating companies (co-exhibitors have limited storage space, which they must share and can only use for storing brochures and promotional gifts);
- display of participating companies on stand installation (frieze label);
- digital photo frame on stand installation to display participant's photographic images – only at individual stands;
- display of company name and corporate details of participating firm in the official fair catalogue (provided the Hungarian Tourism Agency Ltd. receives signed registration form and the amount of registration fee by announced deadline);
- fair pass for participant's representative; (in case of individual stands: 2 persons/company for full counters, 1 person/company for shared counters - maximum number of participants at each counter is 4 persons; in case of shell stands: 2 persons/company for full counters, 1 person/company for shared counters, maximum number of participants at each counter is 3 persons, no extra participant can be registered for shared counters);
- provision of alimentation for participant's representative (2 persons/company for full counters, 1 person/company for shared counters) and for negotiating partners at the stand (coffee, tea, refreshments, fruit, sweet and savoury snacks) – only at individual stands;
- **In case of individual stands:** transportation of brochures and promotional gifts of participant to the Hungarian national stand of the fair (maximum of 50 kg for full counter, 25 kg for shared counter). Participants shall forward their materials to the Hungarian Tourism Agency Ltd. Logistics Base (Budapest, District X, Tündérfürt u. 5., phone: +36 1 4310801) by the date of storage entry shown at <http://szakmai.itthon.hu/kiallitasok-es-vasarok>. **The Logistics Base accepts only packages together with the Delivery Note “Declaration on publications to be delivered” to be downloaded from the website** that shall include a detailed consignment list of the package. Labelled packages (showing fair name, venue, name of participating company) may not contain food or beverages. Hungarian Tourism Agency Ltd. reserves the right to open the box and to remove any object being subject to customs. Maximum permissible weight per box: 10 kg. Hungarian Tourism Agency Ltd. will invoice you for the freight of packages over 50/25 kg according to the table published at <http://szakmai.itthon.hu/kiallitasok-es-vasarok>. (The head of the Logistics Base is authorised to make decisions about excess weight and brochures received after due date depending on the capacity of the carrying lorry. In such cases, you are advised to contact the Base by phone in advance.)
- **In case of shell stands:** transportation of brochures and promotional gifts of participant to the Hungarian national stand of the fair (maximum of 25 kg for full counter, 15 kg for shared counter). Participants shall forward their materials to the Hungarian Tourism Agency Ltd. Logistics Base (Budapest, District X, Tündérfürt u. 5., phone: +36 1 4310801) by the date of storage entry shown at <http://szakmai.itthon.hu/kiallitasok-es-vasarok>. **The Logistics Base accepts only packages together with the Delivery Note “Declaration on publications to be delivered” to**

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- As a co-exhibitor you are responsible for destroying or returning leftover brochures, Hungarian Tourism Agency Ltd. will not make arrangements to that effect;
- Additional representatives of participating companies are accepted subject to extra payment of HUF 80,000+VAT – in case of individual stands: maximum number of participants at each counter is 4 persons; in case of shell stands: maximum number of participants at each counter is 3 persons, no extra participant can be registered for shared counters.
- electric connection points at the counters – only at individual stands;
- no more than 2 companies can share a counter. Hungarian Tourism Agency Ltd. takes into consideration that companies with similar activities and services should not share a counter, but cannot guarantee it. In case the applicant does not have a co-exhibitor, Hungarian Tourism Agency Ltd. will invoice the full counter.

**b) appearance via information personnel (wine fairs)**

- information desk (with vitrine, wine cooler) and shared location for meetings for the representative of the participating company (2 persons/company for full counters - maximum number of participants at each counter is 4 persons). No participation with shared counter;
- site to store the brochures of participating companies (co-exhibitors have limited storage space, which they must share and can only use for storing brochures and promotional gifts);
- display of participating companies on stand installation (frieze label);
- digital photo frame on stand installation to display participant's photographic images – only at individual stands;
- display of company name and corporate details of participating firm in the official fair catalogue (provided the Hungarian Tourism Agency Ltd. receives signed registration form and the amount of registration fee by announced deadline);
- fair pass for participant's representative; (in case of individual stands: 2 persons/company for full counters - maximum number of participants at each counter is 4 persons);
- provision of alimentation for participant's representative (2 persons/company for full counters) and for negotiating partners at the stand (coffee, tea, refreshments, fruit, sweet and savoury snacks);
- No participation only with brochures;
- One co-exhibitor can appear only with one counter per fair.

**c) appearance via brochures (touristic and MICE fairs)**

- location to display and store the brochures of participating firms at Hungarian Tourism Agency Ltd. central information counter.
- transportation of the participant's brochures and promotional gifts (maximum weight 25 kg) to the Hungarian national stand of the fair. Participants shall forward their materials accompanied with delivery note to the Hungarian Tourism Agency Ltd. Logistics Base (Budapest, District X, Tünderfűrt u. 5, phone: +36 1 4310801) by the date of storage entry shown in the table of fairs. The Logistics Base accepts only packages together with the Delivery Note “Declaration on publications to be delivered” that shall include a detailed consignment list of the package. Labelled packages (showing fair name, venue and name of participating company) may not contain food or beverages. Maximum permissible weight per box: 10 kg. Hungarian Tourism Agency Ltd. will invoice you for the freight of packages over 50/25 kg according to the table published at <http://szakmai.itthon.hu/kiallitasok-es-vasarok>. (The head of the Logistics Base is authorised to make decisions about excess weight and brochures received after due date depending on the capacity of the carrying lorry. In such cases, you are advised to contact the Base by phone in advance.)

**III. TERMS OF PAYMENT**

- 3.1 As provided in Section 55 (2) of Act CXXVII on Value Added Tax, Hungarian Tourism Agency Ltd. makes out an invoice of the fee charged for participation before the date of the fair. Payment shall be effected by the due date on the invoice (8 working days) and not later than the date of the catalogue entry, unless Parties agree otherwise in a separate agreement or in the application form.
- 3.2 As provided in Section 6:155 (1) of Act of Civil Code participant shall pay default interest in case of late payment, furthermore shall pay 40 EUR expense allowance as provided in Section 3. § of the Act No 9 of 2016 on the Recovery of cost lump-sum.

**IV. CANCELLATION**

- 4.1 In the event of written cancellations of confirmed participation on or after the 30th day before fair opening date – to be considered as rescission of the contract – the Hungarian Tourism Agency Ltd. will retain the full gross participation fee as penalty.
- 4.2 In case the participant does not show up on the fair either in person or via proxy without prior cancelling its participation, it shall reimburse all costs and it can be excluded from the fairs of the Hungarian Tourism Agency Ltd. for 2 years.

**V. PARTICIPANT'S OBLIGATIONS**

- 5.1 Participant undertakes to cooperate with the Hungarian Tourism Agency Ltd. and the organizer of the fair during the preparation, to fulfil to invitations necessary because of the organization and to fulfil the deadlines.
- 5.2 Participant accepts that the placement on the fair is limited.
- 5.3 Participant acknowledges that its stand cannot be shared with any person officially not registered for the fair, only confirmed participants and its brochures or other promotional materials can appear on its stand.
- 5.4 Participant undertakes to ensure the presence of its delegated representative at its stand during the full opening hours of the event.

- 5.5 Participant guarantees that no brochure or other promotional material of the participant distributed at the fair contains illegal components, violates third party's personal or intellectual property rights and that such brochures and materials abide the laws. In case of any claim for damages or reimbursement because of breaching this rule, participant shall be fully liable.
- 5.6 Participant undertakes to fill out the questionnaire to measure the effectiveness of the program received from Hungarian Tourism Agency Ltd. after the fair and to deliver it within the deadline shown therein.
- 5.7 Participant undertakes to observe the rules of the fair and to accept unlimited liability for any violations thereof.
- 5.8 Participant acknowledges that smoking is prohibited at all stands of the Hungarian Tourism Agency Ltd.
- 5.9 Participant undertakes to promote at its stand only touristic offers concerning Hungary and to promote and to sell only domestic wines.
- 5.10 Participant undertakes to forward to the Hungarian Tourism Agency Ltd. Logistics Base against delivery note its brochures and promotional gifts for shipment to the fair venue on delivery due date.
- 5.11 Participant undertakes to forward to the Hungarian national stand and place for display on the designated storage location by the day preceding fair opening date any brochures and promotional materials taken to the venue by the participant's own means of transport.
- 5.12 Participant acknowledges that only Hungary as a country name can appear on the frieze labels.

## **VI. OTHER TERMS**

- 6.1 In the event participating companies fail to appear at a fair due to gross negligence attributable to Hungarian Tourism Agency Ltd., Hungarian Tourism Agency Ltd. will not demand payment of the participation fee.
- 6.2 In the event participating companies fail to appear at a fair due to reasons beyond their control, both parties shall do their best to mitigate the losses or costs incurred. Hungarian Tourism Agency Ltd. will not reimburse to participating companies losses that cannot be avoided as aforesaid and any costs it cannot recover.
- 6.3 Hungarian Tourism Agency Ltd. reimburses to participating companies losses caused by or attributable to a third party upon receipt of the same amount from the defaulting party.
- 6.4 In the event participating companies fail to perform any obligation of the General Terms and Conditions, Hungarian Tourism Agency Ltd. reserves the right to exclude the company from any event organized by Hungarian Tourism Agency Ltd. for the maximum period of 2 years.
- 6.5 Hungarian Tourism Agency Ltd. reserves the right to exclude the participant from the fair in the case any public body (e.g. NAV, NÉBIH) convicts the participant until the beginning of the fair. In this unexpected case Hungarian Tourism Agency Ltd. is entitled to withhold the fee as penalty.
- 6.6 parties agree to give priority to out-of-court amicable settlement of any dispute arising from this agreement. If amicable settlement fails, the parties accept the exclusive jurisdiction of the Buda Central District Court.
- 6.7 Hungarian Tourism Agency Ltd. reserves the right to amend these terms of participation.
- 6.8 Hungarian Tourism Agency Ltd. grants discount from the participation fee charged for foreign central touristic fairs discounts upon the following conditions:
  - Qualified Tourinform Offices qualify for a discount of 50% from the participation fee for the case of appearance via information personnel OR subsequent payment (the two discounts does not go together).
  - Qualified Tourinform Offices qualify for free participation 3 times a year – via brochures.

The discount goes **only for the Tourinform Office**, i.e. cannot be passed on to providers from the data collection area. In case of participation the municipality has to be represented by an employee of the Tourinform Office, only this way can the competition-neutral information be ensured. On frieze-labels only the name of the municipality can appear, no name of service providers.

- Holders of the Hungarian Tourism Quality Award are granted a discount of 50% from the fee charged for participation via brochures twice a year.

Discounts can be used only in case of prior and written negotiation with the Hungarian Tourism Agency Ltd. (Marketing Programok Főosztálya); in lack of such negotiation no discount can be granted.

Budapest, 7 August 2017

**Hungarian Tourism Agency Ltd.**