



## TERMS AND CONDITIONS

### Event profile:

Name: Study in Europe Fair in Baku (Azerbaijan)

Date: 2<sup>nd</sup> October 2022

### Participation:

Participation is open to National promotion agencies/embassies of the Erasmus+ programme countries and to Higher Education Institutions of these countries.

### Participation fee:

950 EUR (excl. VAT)

This includes:

- ✓ **Participation in the institutional event (1<sup>st</sup> October 2022, early evening)**
- ✓ **Exhibition space**
- ✓ **Possibility to make a country presentation (for NATs only)**
- ✓ **In-country communication campaign**
- ✓ **Fair assistant**

### Contact:

Campus France

Study in Europe Team

European projects Unit

28 rue de la Grange aux Belles | 75010 Paris | France

Email: [studyineurope@campusfrance.org](mailto:studyineurope@campusfrance.org)

## **TERMS AND CONDITIONS FOR PARTICIPATING INSTITUTIONS**

These are the terms and conditions agreed by: "The Organisers" (Campus France on behalf of the "Study in Europe" consortium composed of Campus France, DAAD, Nuffic, Estonian Education and Youth Board (Harno), ACA), and "The Exhibitor", the eligible institution and its representatives which has made an application to the Organisers to participate in the above mentioned Event.

In these conditions: "The Event" is that organised by the Organisers as mentioned above.

### **1. Selection criteria for Institutions**

In order to be eligible to exhibit at the Event, the institutions must at the time of the event:

- be a higher education institution (HEI) recognised by the competent national authority, an official consortium of recognised higher education institutions or a national governmental agency in charge of higher education promotion (governmental agencies may be represented by their embassy in the country where the Event is taking place);
- have their headquarters in one of the Erasmus+ programme countries (<https://erasmus-plus.ec.europa.eu/programme-guide/part-a/eligible-countries>)
- deliver higher education degrees recognized by the competent national authority (if the institution is a higher education institution or an official consortium of higher education institutions);

In all cases, eligible HEIs must promote higher education programs to be delivered in one of the Erasmus+ programme countries (international campuses of European HEIs based outside of Europe are not eligible if promoting their international campus; they may be eligible if they are based in the country where the fair is taking place).

### **2. Registration**

The registration for the Event is done online through the website [www.studyineuropefairs.eu](http://www.studyineuropefairs.eu). The registration is binding. Once the Exhibitors have submitted the registration, they cannot be discharged from their contractual duties. The online registration serves as a contract upon submission and acceptance by the Organisers. It becomes binding for both parties upon acceptance by the Organisers, in the form of a separate confirmation sent in writing (e-mail).

### **3. Quota system**

Places will be allocated on a first-come, first-served basis per country with one guaranteed place per country.

If after the deadline, certain places have not been taken up, these will be evenly reallocated amongst countries with additional applicants based on the date and time of the registration. If the number of applications exceeds the number of booths available, eligible institutions will be placed on a waiting list according to the date and time of their registration.

### **4. Consortia**

Consortia will be treated as one institution – e.g. only one exhibition space, one entry in the exhibition leaflet, one name on the fascia board, one listing on the website and in all fair material. Consortia are requested to nominate a representative who will accept the responsibility and liability of the group.

Exhibition space sharing may be permitted for a maximum of two HEIs (from one country) per exhibition space. They will be treated as one HEI – i.e. one exhibition space, one entry in the exhibition

leaflet, one name on the fascia board, one listing on the website and in all fair material. HEIs are requested to nominate a representative who will accept the responsibility and liability for both HEIs.

## **5. Terms of payment**

Campus France – on behalf of the Organisers – will invoice Exhibitors for the Event before the Event takes place (in accordance with French law). All invoices shall be paid within 30 days of the invoice date and before the Event takes place. Terms of payment and deadlines will be stated on the invoice and must be respected in order for the Exhibitor to be able to take part in the Event. The Organisers reserve the right to cancel the contract and otherwise use the space reserved if payments are not remitted on time. In such an event, the Organisers shall not be liable for any resulting costs, damages and/or losses charged to the Exhibitor. If on the instructions of the Exhibitor, invoices are made out to a third party the Exhibitor continues to be liable for all charges.

## **6. VAT**

The Exhibitor shall pay the registration fees for participation in the Event as published in the Event profile. Unless otherwise stated, all fees published in the Event Profile are exclusive of VAT, which the Exhibitor shall, where applicable, pay in addition.

## **7. Accommodation, travel and subsistence**

Please note that the participation fee does not include accommodation, subsistence, health and travel insurance, and international or domestic travel costs. The Exhibitor is fully responsible for organising accommodation, international and local travel, health and travel insurance, as well as possible visas at its own cost. The Exhibitor shall also consult the current travel and safety instructions of its respective foreign affairs ministry. Obtaining a visa and all the associated costs is the responsibility of the Exhibitor. The Organisers cannot assist in the visa application process.

## **8. Freight Forwarding**

Freight forwarding is not included in the participation fee. Each Exhibitor is responsible for arranging and covering the cost of the appropriate forwarding of its promotional material including customs procedures. The Organisers may inform about possible freight forwarding companies but this does not constitute a recommendation by the Organisers. Additional information regarding freight forwarding will be available on the specific fair website or in the Exhibitors' handbook.

## **9. Withdrawal by the Exhibitor**

Cancellation fees will be charged for withdrawal from the Event by the Exhibitor, for whatever reason, or in case an institution becomes non-eligible after confirmation of registration. Notice of withdrawal must be supplied in writing to the Organisers (see Contact). The following cancellation rates will apply as of the date of receipt of notice of withdrawal:

- 50 per cent of the full Participation fee up to 60 days prior to the event;
- 100 per cent of the full Participation fee less than 60 days prior to the Event.

## **10. Cancellation of the Event**

The Organisers reserve the right to cancel, postpone, curtail, move, extend, modify or abandon the Event or to close individual or all sections of the Event temporarily or permanently, if unforeseen events so require. Should it be necessary to cancel, postpone, curtail, move, extend, modify or abandon the Event, the Exhibitor shall not be entitled to claim any indemnities and the Exhibitor will be responsible for any cancellation charges on flights, accommodation and any other costs it may incur. If the Event does not receive a sufficient number of Exhibitors, the Organisers may, at their sole discretion, decide to change the format of the Event. The Organisers will do this by notifying the



Exhibitors of the Event in writing by sending an email no later than 30 days before the date of the Event. Participation fees will not be reimbursed if the Event is cancelled due to force majeure or by reason beyond the Organisers' control (such as another surge of COVID-19 or any other pandemic).

## **11. Loss or damage to Exhibitor's property**

The Organisers will not accept any liability for the damage, theft or loss of any Exhibitor's property in any circumstances. The Exhibitor is responsible for taking out adequate insurance.

## **12. Loss or damage caused by Exhibitor**

The Exhibitor will indemnify the Organisers against: all actions, claims, suits, costs, expenses, demands (whether in respect of damage to property, personal injury or otherwise and including all legal costs and other expenses suffered or incurred by the Organisers) which any person may bring or claim arising from and out of the use of the Venue and the exhibition booth by the Exhibitor, its employees, servants, contractors and invitees; loss and damage to the Venue and to any property therein arising out of the use of Venue and the exhibition booth by the Exhibitor, its employees, servants, contractors or invitees and in particular but without prejudice to the generality of the foregoing caused by the use or misuse of water, gas or electricity. The Exhibitor is responsible for taking out adequate insurance.

## **13. Personal accidents**

The Exhibitor must occupy and use the Venue and the space there allocated to it at its own risk and neither the Venue nor the Organisers accept any liability for any accident, damage or injuries suffered at the Venue by the Exhibitor, its servants, agents, contractors, invitees, and members of the public or any person whatsoever. The Exhibitor is responsible for taking out adequate personal liability. The Exhibitor is asked to consult the current travel and safety instructions of its respective foreign affairs ministry during the stay in Azerbaijan.

## **14. Disclaimer**

The Organisers accept no liability for loss or damage suffered by the Exhibitor and caused by:

- the failure of any service or amenities which the Organisers are responsible for providing;
- the failure of any service or amenities to be provided by the Event subcontractors and the organiser of the main fair;
- the cancellation or suspension of the Event due to force majeure, including but not limited to war, act of terrorism, earthquake, typhoon, adverse weather, strikes or by reason beyond the Organisers' control (such as another surge of COVID-19 or any other pandemic). The Organisers accept no responsibility whatsoever for licensing matters, customs duties, import charges, taxes, the delivery of visas, hotel rooms or Exhibitor's travel arrangements.

## **15. Booth allocation**

The Organisers are entitled to allocate at their own discretion the exhibition space in the manner deemed fit and appropriate. Exhibitors will accept the exhibition space that is allocated to them by the Organisers. The Exhibitors shall occupy the space allocated to them exclusively. The Exhibitors may not assign, sublet or grant licences in respect of any part of the space allotted to them nor may they advertise institutions that are not a party to the contract.

## **16. Exhibition space**

Exhibitors will be allocated an exhibition space as detailed in the Event profile. Exhibitors must not change the exhibition space structure, flag, carpeting or walls or any other element that is common to all booths. All decoration and promotional materials shall be attached without damaging the property of the hotel. The Exhibitor will be held liable for any damage of the allocated exhibition space. Depending on the location of the exhibition area, specific locations may have electrical boxes, cables, water pipes running through or beside the exhibition space.

## **17. Representation of the Exhibitor**

The Exhibitor will ensure that at least one official representative of its institution will be present during the official opening hours of the Event and no exhibit may be removed from the area prior to the official closing time of the Fair. Representatives may not include agents.

## **18. Promotional materials and displays**

In the interests of all Exhibitors, advertising is only permitted within the allocated exhibition space. Exhibitors are not allowed to distribute literature or materials or any promotional items of any sort outside of their exhibition space, either inside or outside the Event exhibition area. Exhibitors may be asked to submit all promotional items, materials, literature and displays to the Organisers for approval and to make such changes as shall be agreed. If agreement cannot be reached, the Exhibitor must withdraw the literature, material or display. The Organisers reserve the right to close down any booth not respecting the Organisers' requirements at the Exhibitor's risk and expense. Agents' promotional literature must not be displayed nor distributed at the Event.

## **19. Sub-contracting**

The Organisers reserve the right to hire or contract sub-contractors to co-organise specific parts of the Event or to hire space at an existing fair in order to organise a European pavilion.

In case of a European pavilion organised at an existing fair, the Exhibitor shall respect the Terms and Conditions of the Organiser of the main fair.

## **20. Use of venue**

The Venue shall not be used for any illegal or immoral purpose and the Organisers reserve the right to remove any material that in their sole opinion may be considered offensive or obscene. The Venue shall not be used for the purpose of betting or gambling. All goods and property brought into the Venue are brought in at the owner's risk. Escalators and passenger elevators shall be dedicated to the use of passengers and shall not be blocked or be used to transport freight or equipment or material of any nature.

## **21. Notices**

If either party wishes to give notice to the other party under this agreement it shall be by registered delivery or first class mail to the Organisers.

## **22. Termination of agreement**

The Organisers are entitled to terminate without notice their agreement with an Exhibitor if:

- the Exhibitor or its designated representative commits any breach of or fails to observe any of the conditions or regulations set out in these terms and conditions;
- the Exhibitor has a receiver appointed over all or part of its assets, enters into liquidation, or commits an act of bankruptcy, whether compulsorily or voluntarily;
- the Exhibitor fails to pay any sum due.

In the event that the Agreement is terminated by the Organisers unless otherwise agreed between the Organisers and the Exhibitor in writing, the Exhibitor shall indemnify the Organisers in respect of all costs loss, damages or expenses (including any consequential loss or damage) incurred as the result of such termination.

## **23. Privacy Policy**

This article sets out the data processing practices carried out through the [www.studyineuropefairs.eu](http://www.studyineuropefairs.eu) website and the online registration tool, to manage your registration and participation to the Event, at your request. The processing of your Data is based on your consent to participate to the Event, on your own initiative. We collect personal information through the Event registration process only. We do not sell, trade or rent your personal information to third parties. We will only disclose personal information to our internal departments in charge of such processing, to our partners, to the others Exhibitors of the Event and to other organisations related to the Event you register for. Campus France will keep your personal data only for the period necessary for the operations for which they were collected and in compliance with applicable legislation.

You have rights over your personal data. Thus, you have, at any time and within the legal limits, the right to ask Campus France for access to your personal data, the rectification or deletion thereof, the right to limit the processing thereof, the right to object to such processing as well as the right to request the portability of the personal data. You also have the right to define directives concerning the fate of your personal data after your death.

If you have any requests concerning your personal data, any queries with regard to these practices or if you wish to modify or to remove your personal data, please contact us at [info@studyineuropefairs.eu](mailto:info@studyineuropefairs.eu).

You may also contact our Data Protection Officer (DPO) by email: [dpo@campusfrance.org](mailto:dpo@campusfrance.org) or by post at the following address: 28, rue de la Grange aux Belles - 75010 Paris. If we have any doubts about your identity, we may ask you for proof of identity. If, after contacting us, you feel that your rights have not been respected, you may submit a complaint to the French supervisory authority, the CNIL.

## **24. Use of audio-visual material**

During your participation in the Event, Campus France may collect and reproduce your image and voice, if you have specifically consented by filling out the image rights authorization, under the conditions specified in this authorization.

### **25. Use of logos**

The Exhibitor agrees that any information given to the Organiser via the Registration process (name of institution, logo, and Exhibitor profile) may be used to promote the Event and the participation of the Exhibitor in any media.

### **26. Governing law**

By submitting the application to participate in the Event, the Exhibitor agrees to these Terms and Conditions. The mutual rights and obligations residing in this contractual relationship shall be interpreted in accordance with the laws of France. Place of jurisdiction shall be Paris, France. Should any of the above conditions be or become null and void, the other conditions shall continue to be valid.