

Terms and Conditions of Participation at 23rd Slovenian Wine Festival

1. General Provisions

The present Application and Contract is a legally binding and irrevocable contract concluded by the organizer and the Participant. The e-Application Form is filled in by the Participant and must be submitted to the Organizer by the date specified as the application deadline. The Organizer will not consider the application forms with reservations. The prices valid for the event and listed in the Application Form and Contract are in euros and do not include VAT. The organizer reserves the right to reject applications received after the last application deadline. The smallest showroom an applicant can rent is one promotional desk. The Participant acknowledges and accepts the terms of collaboration by filling in and sending this e-Application Form and Contract.. The Organizer reserves the right to reject applications received after the final application deadline.

2. Use of Data

By submitting their information, the contributor agrees that Proevent, d. o. o. as the database manager, manages, maintains and controls the collection of personal data collected by individuals in accordance with the Personal Data Protection Act (ZVOP-1-UPB1). The Organizer processes the collected personal data for the purpose of informing about the Slovenian Wine Festival and the Ljubljana Wine Route (program, sweepstakes, for the purposes of sampling, surveying and statistical data processing, for determining the use of services, adjusting supply and segmentation, for market research, marketing, information on offers, innovations, and benefits, etc.). Personal data are obtained on the basis of consent to the cancellation, and the cancellation does not affect the lawfulness of the processing prior to the cancellation. An individual has the right to access personal data, rectify or delete or limit processing and to complain to the Information Commissioner. The participant may contact the data controller, Proevent, d. o. o., to delete or correct the contacts over the e-mail info@proevent.si or telephone number 01 300 32 22.

3. Allocation of exhibition space

Slovene and foreign Exhibitors whose exhibits meet the topic of the exhibition may exhibit at the event. Commercial representatives and importers may exhibit the objects of the companies they represent. It is in the interest of the Organizer that the exhibition would succeed and it is therefore them who decide upon admitting the Exhibitor to the exhibition and granting them the exhibition space. The Exhibitors do not have the right to a preliminary choice of a specific location or type of exhibition space despite the wishes they state on the application form. When assigning the place and time of the promotion, the Participants who rent larger packages have precedence. Each modification of the granted exhibition space should be approved by the Organizer. The Organizer may displace or perform other changes regarding the exhibition space. It is in the Organizer's competence to decide upon these modifications, always in the interest of the event. The Organizer has the right to make changes to the exhibition space or the location of the exhibition space even after granting the exhibition space to the Exhibitor, if a legitimate reason arising from special circumstances exists.

4. Cancellation of Application Form and Contract

If the Participant cancels this application form and contract they are obliged to pay the following cancellation fees:

- 40 % of the price of the package of collaboration in case of cancelling this Application Form and Contract more than 30 days prior to the opening of the event;
- 100 % of the price of the package of collaboration in case of cancelling the Application Form and Contract less than 30 days prior to the opening of the event.

If the Exhibitor does not take part in the event for whatever reason despite their application and registration, the Organizer can allocate their exhibition space to another user. If the Organizer cannot allocate the free exhibition space to another user, they can modify it at the Exhibitor's expense. In any case, the Exhibitor is solely responsible for the whole rental of the exhibition space.

5. Registration fee

Every exhibitor has to pay a registration at the fair. The registration fee includes an inscription, obligatory entry in the catalogue, entry in the list of exhibitors on the website of the fair and one copy of the catalogue. The catalogue entry is available in Slovene only. The exhibitor is obliged to give the information for the catalogue entry at the latest as set by the organizer in the Application form and Contract. If an exhibitor gives data to the organizer in less than 30 days before the beginning of the event, or if he does not provide them, only the basic information will be published in the catalogue (particulars). The organizer holds the right to shorten or adjust the contents of the fair catalogue, but the organizer is not responsible for eventual mistakes.

6. Payment

The Participant undertakes to pay the participation in the event (the exhibition stand, registration fee and other forms of promotion) at the prices stipulated and stated in the Application Form. The taxes are to be paid by the Participant. Once the Application Form is signed and submitted to the organizer, the Participant will receive a pro forma invoice, which shall be paid on the whole within due date on the pro forma invoice. Payment of the pro forma invoice is the condition for the admission (participation) on the event. The organizer undertakes to issue an invoice in pursuance with positive legislation to the participant. In case the payment term is exceeded, the organizer may charge the legal penalty interests. The participant can object to the invoice only in written form and within 8 days after its receipt. If the participant objects only to one part of the invoice, they are obliged to settle the undisputed part of the invoice within due date and in the way provided in the Application Form.

7. Cancellation of Granted Exhibition Space

The Organizer has a right to reject the application or to annul the issued confirmation of the Application Form and Contract in the following cases:

- If during the time of application the Participant is in composition, bankruptcy, or liquidation proceedings.
- If the Participant is in debts to the Organizer that arise from the previous exhibitions (referring to all events in the domain of Proevent d. o. o.).
- If the objects and services which are to be exhibited at the event do not suit the topic of the event.
- If the Participant fails to supply the documents required by the Organizer (under 12).

8. Time and Place of the Event

If the event has to be shifted, if its duration has to be shortened or extended, the Participants do not have a right neither to cancel their participation nor to claim indemnity. If the event cannot be performed for reasons beyond the control of the Organizer (force majeure, strike, etc.), the Organizer may require the Participant pays up to 25 % of the price of his package of collaboration. However, the Organizer is not entitled to such a right, if he himself is responsible for the failure of the event.

9. Technical Conditions

For exhibition stands higher than 2.50 m, the Exhibitor must acquire a written concordance from the Organizer. The schemes (projects) for this sort of exhibition stands should be delivered to the Organizer at least 20 days before the installation begins. When assembling the exhibition stand, the Participant may not use the area beyond his allocated exhibition space.

10. Installation and Dismantlement

Installation and dismantlement should be registered prior to their beginning. The installation and dismantlement terms stated in the Exhibitors' Manual should be strictly observed. If the dismantlement term is exceeded, the Organizer is entitled to dismantle the exhibition stand at the expenses and risk of the Participant. Once dismantlement is finished, the Participant has to restore the exhibition space to its original form. If they do not, they are obliged to refund to the Organizer the damage occurred. When setting up the exhibition stands and equipping them both during the installation and dismantlement, the Exhibitor or the company which sets up their exhibition stand should act in accordance with the regulations on safety and health at work, the regulations on fire safety, the technical regulations and standards, general conditions of work on the exhibition grounds and the Organizer's instructions. The Exhibitor is obliged to separate their waste in the designated containers. The Exhibitor is not allowed to remove the exhibits from the exhibition stand until the event is over. They may leave the exhibition space earlier only on the basis of a written approval of the Organizer.

11. Warranty and Insurance

- The Organizer will not be held responsible for damage, loss, destruction or theft of the Exhibitor's property or the property of the company setting up the exhibition stand (e.g. exhibits, equipment, etc.), their staff and third parties, nor for damage occurred to the Exhibitor or the company setting up the exhibition stand, their staff and third parties, caused by fire, storm, hail, strokes of lightning, breakage, water outflow, theft, or for whatever other reason. The Organizer will not be held responsible for damage, loss, destruction or theft of the property of or injury to a third party, caused by the Exhibitor or the company setting up the exhibition stand at the stand itself or on the exhibition grounds. The Exhibitor and the company setting up the exhibition stand obtain the corresponding insurances at their own expense.
- The Exhibitor or the company setting up the exhibition stand will be held responsible for the damage or injury caused to the Organizer and/or to a third party present at the exhibition stand or the exhibition grounds, either by himself or by his staff.
- The exhibitor is responsible for borrowed inventory. In case of damage or dispossession, he will pay it at the market price set by the organizer.

- The Organizer does not assume any warranty for the vehicles left on the fairgrounds or parking place by the Exhibitor, his employees, or people authorized by him or by the company setting up the exhibition space.
- There is no warranty for the correctness of the inscription in the event catalogue (i.e. typographical and form errors, incorrect translation, no inscription etc.).
- The Participant is not allowed to give away the granted exhibition space or advertising space or parts of them to any third person. In case of violation, the Organizer reserves the right to charge the Participant an additional 100 % of the price of the granted exhibition space or advertising space.

12. Presentations

- The Exhibitor must notify the Organizer in writing about the exact programme intended to be held within the exhibition space (e.g. musical show, other shows, etc.) at least eight days before the event for a preliminary reconciliation and approval. The Organizer is entitled to restrict or prohibit the presentations causing noise, dirt, dust, gas escape, or in whatever way hindering the event, in spite of the fact that they have already issued a written consent for the presentations. The presentations may be performed exclusively on the granted exhibition space.
- All presentations at the exhibition spaces must be held in accordance with the Act on Offences Against Public Order and Peace. The maximum loudness in the halls during the event is 60 dB. The Participant is responsible for all claims arising from copyright (SAZAS) for their own performances. The Participant undertakes to settle all claims for compensation for the use of copyrighted works that they are, as organizers of the event, obliged to pay according to the valid legislation (Article 159 of ZASP) for playing live music (public appearances) to collective organizations operating in the Republic of Slovenia. For this purpose, the Participant commits to informing the competent collective organizations for enforcement of copyright and related rights of the use of the copyrighted works in time (that is at least eight days before the public appearance) and in accordance with the regulations.

13. The Exhibitor's Occupation – Documents

The sale is allowed provided that the exhibitor is properly registered for sale (farmers, s.p., d. o. o., Etc.). A copy of the registration document must be delivered to the organizer. It is also mandatory for the sale to take into account all legal requirements (invoicing, ensuring hygiene standards, etc.). All evidence of the conditions for the sale of the exhibitor must be mandatory to carry at all times in the presence of a particular event.

The Organizer has the right to require from the Exhibitor the submission of the following documents:

- Business permit or business registration certificate issued by a relevant authorized office, which proves that the Exhibitor fulfils the conditions of conducting business as set by law.
- Relevant sanitary and veterinary certificate issued by an authorized inspectorate, if the Exhibitor plans to trade in foodstuffs and general consumer goods, to organize food tasting or demonstrations of general consumer goods or to perform catering services.

The Organizer has the right to reject the Exhibitor's application if they fail to supply the required documents.

14. Photographing and Drawing

The Organizer has the right to take photographs, draw or videotape the exhibition stands and the exhibits and use the materials for their own purpose and general use. The Exhibitor renounces all appeals arising from copyright. No other photographer will be allowed to take photographs, draw or video any stand or exhibition space in the hall without the permission of the Organizer except their own exhibition stand.

15. Cleaning of the Exhibition Stand

The Organizer provides for the cleaning of the fairgrounds and passages in halls. Each Exhibitor has to clean their exhibition stand. Upon order, the cleaning may be assumed by the Organizer or by an organization appointed by them at the Exhibitor's expenses. The Exhibitor is obliged to separate all waste (glass, packaging, organic waste, and paper) every day of the event in the corresponding bins that can be found in the passages between the halls. In case the Exhibitor does not separate the waste properly, the Organizer can impose a fine on them as well as any potential costs of additional separation and inspection sanctions in the amount of 5,000.00 EUR. Waste collection is organized by the Organizer.

16. Special provisions

An exhibitor who uses heaters and other electrical appliances (cookers, household appliances, etc.) or uses an open fire for his activity on the exhibition area must obtain the written consent of the technical service of the Cankar Home before the event begins.

17. Jurisdiction

The Organizer and the Participant undertake to settle all eventual disputes in an amicable way. If a dispute cannot be settled in this way, the contractual parties agree to confer jurisdiction to the Court in Ljubljana.

18. Important notification by the organizer

Any form of unauthorised promotion which is not in accordance with the instructions, standing orders of the event, and Exhibitors' Manual will be sanctioned. All participants are admonished to sustain from playing loud music and from other actions that might disturb or hinder other participants in the event.

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