



48<sup>e</sup>  
FESTIVAL INTERNATIONAL  
DE LA BANDE DESSINÉE  
ANGOULÊME  
28 > 31 JANVIER 2021

# GENERAL REGULATION

No brand or company other than the company having proceeded to the reservation, is allowed to exhibit without the written agreement of 9e Art+, the organizer of the Festival.

## I - ORGANIZATION

The stands are set up in marquees. Companies wishing to exhibit accept the principle and the drawbacks. The exhibitor commits himself to respect the present general terms as well as the rules and regulations, and acknowledges that he has made himself acquainted with them. The exhibitor accepts the terms and agrees with them.

He accepts any new arrangements which may be the result of unforeseen circumstances, and which the Festival reserves the right to advise exhibitors of, either verbally or in writing, in the interest of the event.

## II - REGISTRATION POLICY

Anyone wishing to book a stand should send its request, using the registration form provided by the Festival team, to the following address : 9<sup>e</sup> Art+ - 71, rue Hergé - 16000 Angoulême - France.

Only duly completed forms accompanied by down payment will be considered valid.

**THE TURNING DOWN OF THE REQUEST : The organizer reserves itself the right to turn down any admission without having to justify its decision.**

In the event of an admission application being rejected, the amount paid in rental and dossier fees shall be refunded. Under no circumstances whatsoever shall the applicant be able to claim any compensation by claiming that his/her presence was requested by the Festival.

## III - ENROLLMENT

Approval of request for exhibiting is confirmed in writing by a letter from 9<sup>e</sup> ART+ to the exhibitor.

If approved and confirmed by the Festival, the registration form then constitutes the lease, firmly binding the exhibitor to fully pay for renting of the stand and incidental expenses upon reception of the invoice and no later than one month before the event.

Registration also implies the unconditional acceptance by the exhibitor of these rules of procedure, rules that are enforceable in all their provisions without exception.

## IV - EXHIBITORS BOOKING CANCELLATION

**Only the applications duly signed and accompanied by the total amount of the participation will be taken into account.**

**If for any reason the exhibitor cancels his participation by registered letter with acknowledgement of receipt, the indemnities of cancellation will be as follows :**

- cancellation 90 days before the event : administrative costs.
- cancellation less than 90 days before the event : 15% of the sum of the participation, all taxes included must be paid.
- cancellation less than 60 days before the event : 40% of the sum of the participation, all taxes included.

**- If the exhibitor has not informed the organizer of his will to cancel his registration less than 30 days before the event and has not occupied his stand at the opening of the Festival, he will owe the total amount of the participation..**

## V - STAND DISPLAY

It is forbidden to staple, pin up, nail or stick with double sided tape on the walls of the stands.

**The exhibitors who wish to fit out their stands with further constructions are obliged to present a plan for consent a month before the beginning of the festival and be ready to present grading certificates of the materials used.**

**Any complementary electrical installation made by the exhibitor (spotlights, connections) will have to be in conformity with the existing norms in France.**

For security reasons, it is forbidden to stock packages behind the stands or inside the exhibition.

The installations of the stand made by the exhibitor must not go beyond the volume and space delimited by the modular stand.

The installations must in no case be prejudicial to the neighboring stand, nor to the general decoration of the location, nor hinder the free spaces reserved for the security zones (evacuation areas, security exits, etc...).

## VI - EXHIBITOR'S GUIDELINES

**After registering, an exhibitor's guideline will be given to each exhibitor who undertakes to respect and enforce the regulations that will be transmitted. Each exhibitor remains responsible to the event of non-compliance with these instructions**

## VII - OBLIGATIONS OF THE EXHIBITOR

The participation of an exhibitor in a previous festival does not give any right in favor of the exhibitor to a particular exhibition place.

The exhibitors must identify the location and size of the space allocated to them on site (plans and diagrams are only given as a rough guide).

The organizer who draws up the plan of the event and carries out the distribution of the exhibition modules, reserves himself expressly the right to change the place of each exhibition module in case of need, to modify it or assign the participant another one having the same value as the one initially planned, without the participant being able to claim the refund of the amount of his participation or any indemnity whatever.

## 7.1) Products and services on display

The exhibitor commits to exposing products, services and/or any other elements that comply with French or European regulations or from lawful activities and to obtaining all the authorizations necessary for the exercise of its activity within the framework of the event. The presentation of the products and/or services must only be made at the designated presentation booth, so as not to encroach on the aisles and to not in any way interfere with the neighboring Exhibitors or the Participants or the staff of the Organizer, nor the operator of the event. The materials and products and/or services must be arranged in an aesthetic fashion.

## 7.2) Appropriation

Prior to arrival, the exhibitor or the fitter who represents him has to recognize his stand and make sure it has been constructed as per the initial plan. If he does not do it, the Festival can not be liable to any differences made between the indicated dimensions and the real dimensions of the stand.

## 7.3) Responsibility

The exhibitor commits himself to take care of the material which has been provided. In case of damages noted, the exhibitor will be liable for a compensatory indemnity calculated and billed by the organizer.

Any modification requested by the exhibitor will be billed to him as an extra charge (changing the place of partitions, etc.).

The exhibitor will have to notice any possible existing damages at the time of appropriation of his exhibition modules, and apply the same day to the Festival management to make any corresponding claim.

## 7.4) Occupation

The exhibition modules which are not occupied on the day of the opening of the event can be assigned to any other exhibitor without the signer of the present contract of participation being able to require the refund of the amount of this participation or any compensation whatever and this in accordance with our General Terms.

## 7.5) Guarding

During the opening hours, the exhibitor has the duty of leaving a person in charge continuously at his stand.

The exhibitor commits himself to be present at his stand as soon as he has appropriated the stand, every day from 9 am to 8 pm, during the late evening opening until closing, during the taking down of his stand and up until the complete clearing of his stand.

## 7.6) Cleaning

The exhibitor is obliged to ensure the cleaning of his stand. Any request for the intervention of the cleaning service will be dealt with by a written order and will be billed.

## 7.7) Exterior Services

The Organizer can communicate information to the exhibitors concerning service providers who intervene on the occasion of the Festival (furniture, rental cars, telephone installation...) This information is given in an indicative manner and without exclusive right, and the organizer declines all responsibility in case of litigation between the exhibitors and the service providers.

## 7.8) Presence and animation at the stand

The Exhibitor must ensure a sufficient and permanent presence at their stand and/or assigned location and keep it fully equipped throughout the duration of the event, and even in the case of an extension thereof.

Events at stands and/or awarded locations such as: events, shows, presentations etc. must first be authorized by the Organizer.

## 7.9) Intellectual property

The Exhibitor guarantees the Organizer that they or their licensor owns all of the intellectual property rights relating to the contents defined below and exhibition materials, or have the necessary authorizations for their presentation and/or distribution in the setting of the event. To ensure the perfect transparency of the event, the Exhibitor must communicate on request of the Organizer all catalogs and/or brochures or media related to the products and rights they are offering. The Exhibitor must inform the Organizer in writing if music is played on their stand and/or assigned location, make any necessary declarations, in particular to the SACEM, and/or any other competent regulatory body, and make the related payments. The Exhibitor guarantees the Organizer, that it will compensate it accordingly, against all recourse based on the non-respect of the obligations stipulated in this article.

## 7.10) Unfair Competition and Parasitism

Exhibitors formally forbid themselves in engaging in activities identical or similar to those exercised in the enclosure of the event during the duration thereof, outside the venue of the event, in its immediate surroundings or any other exhibition area determined by the Organizer, particularly in places such as hotels or other outdoor locations. Consequently, the exhibitor commits in particular not to attract, directly or indirectly, any other Exhibitor outside any exhibition area, in order to present any of its products and/or services falling within the scope of the Festival. The Organizer reserves the right, in addition to the right to immediately exclude the Exhibitor (see article XV), the right to have a sworn agent certify the violation of this stipulation, to charge the related costs to the Exhibitor and to introduce any legal action enabling it to assert its rights.

**7.11) Conditions of access**

Persons under 18 years of age can not access the event without the prior written authorization of the Organizer. The Organizer reserves the right to refuse entry or to expel, temporarily or permanently, any Exhibitor whose presence, behavior or attire would undermine the image, tranquility, safety of the event and/or other Exhibitors and/or the Organizer and/or the integrity of the site. Access to the Exhibitor's event requires the presentation of an access ticket, free or not, issued by the Organizer according to its own terms. Their distribution, reproduction or sale for the benefit of anyone other than the Exhibitor is strictly prohibited and will be liable to prosecution. Given the international nature of the event, the Exhibitor ensures:

- the neutrality of its participation in matters of political, ideological or religious expression,
- not to cause any nuisance (visual, audible, olfactory or of any other nature) to the organization of the event, to the neighboring or not neighboring exhibitors, or to the public, whether on their stand, on the advertising space allocated in the enclosure or surroundings of the event.

Otherwise, the Organizer reserves the right to take disciplinary measures provided for in Article XV.

**7.12) Advertising**

The Organizer reserves the exclusive right to display advertisements and other marketing media and to carry out promotional activities in the enclosure housing the event and its immediate surroundings. Any form of advertising is strictly prohibited except for the use of the media defined below, the advertising space provided by the Organizer and the advertising material placed on the Exhibitor's stand. In failing to meet these conditions, advertising may be withdrawn without prior notice at any time by the Organizer. The Exhibitor may not, in any form whatsoever, present products or services or advertise on behalf of non-participating companies or contractors, except with the prior written consent of the Organizer. In addition, the distribution of leaflets, brochures, leaflets or documents of any kind as a promotional item or for any other purpose is strictly limited to the area of the event and its immediate surroundings and is subject to the prior consent of the Organizer. The Exhibitor may not, in any form whatsoever, advertise a practitioner or establishment belonging to a regulated profession whose advertising is prohibited by the national and official body representing the profession.

**7.13) Filming and photography (sound and video)**

The taking of photographs and/or the making of audio and video recordings by Exhibitors who have not obtained accreditation from the Organizer for these purposes may be prohibited by the latter. Only photographers and videographers having obtained a written authorization from the Organizer in this respect will be allowed to operate within the enclosure of the event. A copy of their photographic prints and/or audio and video recordings must be made available to the Organizer upon their first request. Except in the case of an express and prior objection from the Exhibitor, the latter authorizes, free of charge, the Organizer and its partners to photograph and/or record the voice and image of the Exhibitor(s), stands or certain objects present on the stands, to distribute these photos and/or recordings to third parties and to communicate them worldwide to the public, who may be represented (in particular for a live or deferred broadcast), reproduced, without limitation in the number of reproductions, and published, worldwide, for a period of five (5) years, in any format, by any method and method known or unknown to date, in whole or in part, on any known or unknown medium to date including the Internet, (the websites of the Organizer and its partners and social networks), and any other promotional or marketing tool they may use for informational or promotional purposes.

**7.14) Transfer and subletting of allocated sites**

Exhibitors are expressly forbidden to assign, sublet or exchange, for free or for a fee, all or part of the sites allocated by the Organizer, stands and advertising spaces included. However, several Exhibitors may be allowed to co-exhibit provided they have made a prior request to the Organizer and that the latter has responded favorably.

**7.15) Cancellation of the Exhibitor's participation**

The participation contract being final and irrevocable, the Exhibitors may only withdraw their engagement under the conditions of Article IV. The application of articles 1195 and 1220 of the Civil Code is expressly excluded, which the Exhibitor accepts.

Remains liable for the full amount of the participation:

- An exhibitor absent from their stand 24 hours before the opening of the event, for any reason whatsoever. The Organizer may consider this failure as a cancellation of their participation and may freely dispose of the stand location without the latter being able to claim any refund or compensation;

- An exhibitor who has given false, incorrect or inaccurate information upon registration and who is consequently denied access to the event.

This provision shall not apply to the occurrence of an event of force majeure as defined by Article XVIII hereunder which, once proven, will result in the repayment of all amounts paid.

**VIII - PUBLICITY - POSTERS (AND PARTNERSHIP AGREEMENT)**

Exhibitors must not affix publicity posters or signs in the areas outside of their stand or at any point other than those reserved for this purpose.

**All circulars, brochures, catalogues, printed papers or objects of any nature distributed on the lanes or entries of the Festival are optional extra costs.**

**Any partnership agreement between an exhibitor and an announcer (be they a media partner or a private partner...) should be negotiated and formalized by contract with 9<sup>e</sup> Art+.**

**IX - INSTALLATION - REMOVAL - GOODS DELIVERY**

**The festival cannot ensure the reception or the removal of goods. The exhibitors will have to make arrangements to be present or represented on their stand during the goods' delivery and removal.** Moreover, the Festival and its exhibition areas must be considered as reception or withdrawal rooms only for hauliers and custom hirers. The Festival will not pay in case of invoices for such provisions wrongfully sent to it if exhibitors or their representatives are not pre-

sent to welcome hauliers. The Festival may send the latter away or unpack goods delivered at the expense and risk of the exhibitor concerned. The exhibitor must be particularly attentive during the setting up and taking down of his stand. The Festival does not provide the storage and guarding of material and merchandise left on the stands at the closing of the event. The exhibitor must withdraw all the articles displayed on his stand within the time-limits.

Upon this grounds, the organizer is released of all responsibility.

**X - CUSTOMS DUTIES AND TAXES**

All exhibitors should accomplish the necessary customs formalities, relating foreign goods and equipments. The Festival cannot be held responsible for any subsequent difficulties.

**XI - PUBLIC ADDRESS SYSTEM**

The organizer provides the public address system for the sales areas, no additional sound system can be brought in by the exhibitors.

**XII - SECURITY**

The exhibitor is obliged to make himself acquainted with and comply with the security measures imposed by the authorities and those made by the organizer. In the same way the exhibitor is obliged to observe scrupulously the measures of internal order of the event or all police measures stipulated not only by the organizer, but also by all other competent authorities.

**XIII - GUARDING**

**The guard service company shall in no case ensure the surveillance of the stand during the opening hours. Each exhibitor has the duty of leaving a person in charge continuously at his stand.**

**XIV - INSURANCE**

**The participating companies must insure the apparatus, furniture and goods they display and contract a third party insurance for the duration of their presence, delivery, mounting and dismantling included.** The organizer declines any responsibility for damage or loss, including theft or disappearance of company's property. The exhibitors agree to forfeit their right to sue the organizer or the other exhibitors.

**XV - SANCTIONS**

Upon registration, the exhibitor acknowledges and accepts without reservation all of the provisions of these rules and regulations.

Consequently, the non-respect of only one of the clauses of the present regulation will lead to a unilateral and immediate, without prior notice, exclusion (temporary or definitive) of the exhibitor without refund of the amount of their participation.

**XVI - FESTIVAL CANCELLATION**

**In the case when the Festival could not take place, the requests for admission will be canceled and the sums collected for the reservation of stands will be reimbursed, with the exception of administrative costs.**

**XVII - VALIDITY**

If any of the stipulations referred to above are deemed void or unenforceable, they shall be deleted without affecting the validity of the other stipulations of these Regulations.

**XVIII - LIMITATION OF LIABILITY - FORCE MAJEURE**

The Organizer commits to providing the services described in the participation contract, in accordance with the rules of the art and the applicable regulations, except in cases of force majeure. In the event that the Organizer fails to carry out any of these obligations, the Exhibitor expressly waives the invocation of the application of article 1223 of the Civil Code and will have to apply to the competent courts for compensation within one (1) year from the date of non-execution, under penalty of foreclosure. Moreover, the Organizer's liability can only be incurred for the direct damage suffered by the Exhibitor of which the Organizer is originally responsible, without any joint or solidary commitment to third parties having contributed to the damage. Problems linked to enjoyment, commercial prejudice, the consequences of a cancellation or postponement of the event are excluded from any reparation. Finally, the damage that would be due to the Exhibitor can never be repaired beyond the sum paid in the context of its participation in the event.

"Force Majeure Event" means any health, climatic, economic, political or social situation at the local, national or international level: (i) not reasonably foreseeable at the time of entering into the Participation Agreement, (ii) independent to the will of the parties, and (iii) makes the performance of the obligations of the parties impossible, in particular, the running of the event, or that entails risks of disturbance likely to seriously affect the organization and smooth running of the event or the security of property and people.

**XIX - JURISDICTION**

All registered exhibitors unreservedly approve the general terms and policies. In contemplation of litigation, the exhibitor commits himself to address a complaint to the Festival's organizer within the next fifteen days. Any complaints after this release period won't be taken into consideration.

In any case of contention, only the Angoulême courts are, by express clause, to exercise jurisdiction.

**The Festival reserves the right to rule on cases not covered by the general regulation. It also reserves the right to alter, amend or modify its disposition each time it seems to be necessary.**

**9<sup>e</sup> Art+****FESTIVAL INTERNATIONAL DE LA BANDE DESSINÉE**

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