



TERMS AND CONDITIONS

ORGANISER

MIGS Production Sàrl, Av. des Alpes 48, 1820 Montreux (Suisse)

PLACE AND DATE

Casino Barrière Montreux, Rue du Théâtre 9, 1820 Montreux, Switzerland

From April 26th to April 28th 2024. Hours: Friday from 2 pm to 7 pm, Saturday from 10 am to 7 pm, Sunday from 10 am to 5 pm.

Assembly on April 25th from 4 pm to 8 pm and 26th from 9 am to 1 pm, disassembly on April 28th from 5 pm to 8 pm.

The construction of the booths must be finished by Friday April 26th at 1 pm without fail.

CLOSING DATE FOR REGISTRATION

Closing date for registration is April 1st, 2024. After that deadline, the Organizer can not guarantee the Exhibitors to be present. Furthermore, recording of data in all of the documents can only be done if the deadline is met.

1. CONSENT TO THE GENERAL CONDITIONS OF RENTAL FOR SPACE AND BOOTH ARRANGEMENT

The present General Conditions are applicable to all of the exhibitors (hereinafter referred to as the « Exhibitors ») who request their admission to the MONTREUX INTERNATIONAL GUITAR SHOW (hereinafter referred to as the « Show ») which is organized by the company named MIGS Production Sàrl (hereinafter referred to as the « Organizer ») at the premises of the Casino Barrière at Montreux (hereinafter referred to as the « Site »). In the frame of its request to reserve a booth, the Exhibitor commits to carefully read the present General Conditions and - if need be - to respect the rules of equipment importation and sales on the event venue if need be. Any admission to the Show implies the full and complete agreement to the present General Conditions as well to all of the relating documents and includes the Exhibitor's waiver to claim any contradictory document including, notably, his own general conditions of purchase. Any amendment or reserve made in any way by the Exhibitor to the present General Conditions or to any document relating to these General Conditions will be considered as null and void. The Organizer reserves the right to amend the present General Conditions without notice. The Exhibitor will be informed of any amendment. Any amendments resulting from changes of law or rules and/or relating to safety of individuals or goods shall be of immediate application without any necessity to obtain signature of any document. In the event of a modification of dates and/or of the venue welcoming the Show such as decided by the Organizer for any reason whatsoever, or any modification of the present General Conditions that would not be of immediate application in accordance with the previous section, then the modification would be notified to the Exhibitor. Unless the Exhibitor requests the termination of his participation by post mail to the attention of the Organizer within 15 days of said notification, the new dates and/or venue welcoming the Show or even the amended version of the General Conditions shall be deemed accepted by the Exhibitor. Finally, it is hereby expressly mentioned that the admission of the Exhibitor to the Show does not oblige the Organizer to admit said Exhibitor to any future sessions of the Show or any other event to which the Organizer belongs or participates and does not provide the Exhibitor with any right to make a reservation or to claim a priority in this regard.

2. ADMISSION

Any request to participate to the Show is subject to a preliminary review by the Organizer who will assess and verify the following non-exhaustive list: the compatibility of his activity with the nomenclature of the Show, the appropriateness of his offer of goods and services with the positioning of the Show, the objectivity of the message that the applicant could provide on the Show. Any form of proselytism or militancy that could violate the smooth running of the Show is formally forbidden. Neither the registration nor the payment made on the Exhibition website guarantees the Exhibitor's participation. The Organizer's decision (acceptance or refusal of the application to participate) will be notified to the Exhibitor by e-mail. In the event of acceptance of the application to participate in the Exhibition by the Organizer, the Organizer and the Exhibitor shall be definitively committed to each other by a tacit contract, the content of which shall consist of the online registration and payment accepted by the Organizer and by these General Conditions. Consequently, the Organizer undertakes to provide the Exhibitor with a stand corresponding to the characteristics indicated by the Exhibitor in his application for participation and to provide the additional services indicated in this application. The Exhibitor engages to pay the amounts indicated in his participation request and to respect the present General Conditions.

3. TERMS OF PAYMENT

Payment is made in advance when booking the stand on the exhibition website. The conditions of the partner payment company are also applicable. Payment does not guarantee the Exhibitor's participation. If the Exhibitor's application for participation is rejected, the Organizer will refund the amount paid by the Exhibitor in full within 15 days of the announcement of the rejection.

4. PARTICULARITIES OF THE SET-UP BOOTH

The booth is delivered key in hand including (a) table(s) with covering and 2 chairs. The allocation of random spaces will be made according to the Organizer's choice, taking into account the date of registration and the type of activity. If the option with choice of placement has been selected and paid for at the time of registration, the location is then defined, subject to modification on the part of the Organizer, who will notify the Exhibitor and give reasons for his decision. In this case, the Organizer will reimburse the full amount of the supplement paid by the Exhibitor within 15 days of the announcement. Additional benefits may be provided by the Organizer on payment. The Exhibitor should set up his equipment (including promotional material) on the table and not go over its limits. Banners or roll-ups are authorized behind the table providing that their maximum size does not exceed 1 meter long x 2 meters high and under the conditions that the table is in front of a wall and that they do not discriminate neighboring Exhibitors. In case of dispute, the Organizer will decide on the setup and will authorize or not the promotional material. Power supply is not included.

5. CANCELLATION CONDITIONS

An Exhibitor who wishes to terminate his agreement should proceed in writing. In case of termination 90 days before the opening of the Show, an amount of CHF 200 will be due to cover cancellation and administration fees. Up to 60 days before the first day of the opening of the Show, 50% of the amount invoiced shall be due to the Organizer. Beyond that timing, 100% of the amount invoiced shall be due. These conditions also apply for all other benefits requested by the Exhibitor.

6. INSURANCES

The Exhibitor certifies being covered by an appropriate insurance for his participation to the Show, notably against theft and any damage to goods exhibited as well as damages that he could cause to others. The Organizer will not be held responsible in case of theft or any other damage taking place during the Show including during its assembly and disassembly.

7. IMPORTATION, RETURN AND SALE OF GOODS

The Exhibitor certifies being compliant with international rules of transportation of wood and/or material, including the parts used in the manufacturing of instruments, as well as the rules relating to sale of his goods in Switzerland. The Organizer shall not be held liable in case of breach of these rules.

8. INTELLECTUAL PROPERTY

By performing this agreement, the Exhibitor declares and guarantees to the Organizer that he owns or has been licensed the right to manufacture, use, execute, sell and promote all patented goods, copyrighted works, commercial or service brands and commercial names, as the case may be, used by the Exhibitor or to promote his activities in the frame of the Show. The Exhibitor shall be liable to obtain all required licenses and consents for any performance, display or any other use of copyright protected works, brands, inventions or patented works as well as any use of trademarks, names, resemblance, signature, voice or other impression or other intellectual property belonging to third parties.

9. TESTING OF INSTRUMENTS AND MUSIC PLAYING

By performing this agreement, the Exhibitor declares and guarantees to the Organizer that he owns or has been licensed the right to manufacture, use, execute, sell and promote all patented goods, copyrighted works, commercial or service brands and commercial names, as the case may be, used by the Exhibitor or to promote his activities in the frame of the Show. The Exhibitor shall be liable to obtain all required licenses and consents for any performance, display or any other use of copyright protected works, brands, inventions or patented works as well as any use of trademarks, names, resemblance, signature, voice or other impression or other intellectual property belonging to third parties.

10. BADGES, INVITATIONS (ENTRANCE VOUCHERS) OR REDUCTION VOUCHERS

Lost badges shall not be replaced. Additional badges shall be invoiced CHF 15 each exclusive of tax. The badges enable access to the exhibition center during the assembly, the Show itself and its disassembly. They will be sent to the Exhibitor by e-mail once the booth rental will have been paid. Beyond the 10 free invitations included in the registration fee, thank you to contact us for any additional orders.

11. FORCE MAJEURE

If the event had to end prematurely, for any reason escaping from the reasonable control of the Organizer, including but not limited to natural disasters, wars, strikes, labor conflicts, accidents, governing laws and rules, requisitions or restrictions, unavailability of equipment, lack of public services, of products or of supplies, incapacity to obtain sufficient labor supply, civil unrest, terrorism or threat of terrorism, transportation disruption, disaster, fire, earthquake, difficult weather conditions, epidemic or pandemic or any other disaster, accident or comparable condition and that the Organizer is not able to fulfill his obligations according to the present agreement, the Organizer can terminate the agreement free of any liability and can keep the portion of the booth rental enabling to cover the costs borne to organize the Show. The balance shall be refunded to the Exhibitor.

It will be the same if part of the exhibition space is damaged or if circumstances independent of the reasonable will of the Organizer make it impossible or impracticable to enable the Exhibitor to occupy or to continue to occupy the space of the exhibition that has been allocated to him.

None of these interruptions, reductions, delays or discontinuities shall free the Exhibitor from the full execution of his obligations according to this agreement, unless otherwise agreed in writing by the Organizer. Under no circumstances shall the Organizer be liable to damages caused, whether indirect or secondary, of any nature whatsoever or for any reason whatsoever.

12. GOVERNING LAW / PLACE OF JURISDICTION

The agreement and the present General Conditions are governed by the laws of Switzerland. Any dispute with the Organizer will be submitted to the exclusive jurisdiction of the competent courts of the Canton of Vaud.