

Exhibition Regulations

1. General

1.1. Organiser

The exhibition known as **Grafik17** (hereinafter “the Exhibition”) is organised by BLOFELD Entertainment GmbH (hereinafter “the Organiser”) which has its registered office in Zurich. The Organiser is entitled to issue binding instructions at any time.

1.2. Application

The Exhibition focuses on graphics and new art. The submission deadline for the digitally completed registration form is 28. August 2017. The application is valid as soon as the application fee of CHF 70.00 (incl. VAT) has been paid. The application fee will not be refunded in the event that the application is rejected.

1.2.1. Application process

All applicants shall submit their final work as individual pictures by means of upload to the website together with a presentation concept. Technical requirement: Hi-res JPG in A4 size. 3-dimensional works must be photographed and also uploaded. The presentation concept is a layout of the works on the cubes and shall show how the works should be displayed at the Exhibition.

1.2.2. Templates

Templates and detailed instructions for submission of an application are available at the website: www.grafik-schweiz.ch/bewerbung.

1.2.3. Selection

The Organiser can deploy an artistic director in an advisory capacity in order to select the participants, and shall decide which graphic artists, illustrators and artists may display their work at the **Grafik17** Exhibition. The Organiser shall reserve the right of veto where works do not meet requisite standards in terms of quality or technical requirements.

1.2.4. Approval and confirmation of participation

Those approved for participation in the **Grafik17** Exhibition shall be notified by the Organiser in writing. At that point the participation agreement shall be deemed concluded subject to the proviso in Item 1.4. For confirmed participation at the **Grafik17** Exhibition (stand rental, advertising costs, electricity, participants’ access to the Exhibition and an entry in the advertising catalogue) a participation fee of CHF 320.00 (incl. VAT) shall be charged. This fee shall be payable within 10 days of written approval from the Organiser. The Organiser’s decision on participation in the Exhibition is final.

1.3. Stand placement

The Organiser shall determine participants’ final display location at the Exhibition. The Organiser further reserves the right to move exhibitors at short notice where this is in the interests of the Exhibition.

1.4. Right to withdraw / Exclusion

The selected participants have the right to withdraw from the **Grafik17** Exhibition within five days of receiving confirmation of their participation in writing and without specifying grounds. Such withdrawal shall not incur costs. Where withdrawal occurs after the withdrawal deadline has elapsed, a penalty of CHF 500.00 shall be charged. The same regulation shall apply where the participant's behaviour gives grounds for exclusion from the Exhibition (e.g. non-compliance with the required payment conditions). The right to claim for further compensation is reserved.

1.5. Disclaimer

The Organiser accepts no duty of care for the Exhibition items and subject to Art. 100, Section 1 of the Swiss Code of Obligations accepts no liability whatsoever for damage or misplacement either during the period of the Exhibition or during transport to and from the venue. The Organiser accepts no liability whatsoever for losses incurred as a result of exhibition or presentation by participants. The participant shall personally be liable for losses incurred by suppliers, stand builders or other agents employed at the Exhibition by the participant in accordance with Art. 55 and/or Art. 101 of the Swiss Code of Obligations.

1.6. Sales

Where the presented works are on sale, by participating the participant agrees to have orders and sales handled centrally at the Organiser's Info Desk. The direct sale of items is not permitted during the Exhibition. Exhibition participants shall furnish the Organiser with 15 copies of a binding price list one week prior to the Exhibition. For each active sale the Organiser shall charge the participant 30% of the sale price as compensation for the Organiser's outlay. The Organiser shall be authorised to undertake random testing within the Exhibition grounds. Non-compliance may lead to exclusion for an indefinite period and claims for compensation.

1.7. Directory of participants/catalog

The Organizer is solely authorized to issue a (digital or printed) directory of participants. Participation in the Exhibition includes complimentary listing for every participant in the web catalog on the www.photoschweiz.ch platform. The web catalog entry includes a portrait, a portfolio overview, contact details and linked websites. To ensure the completeness of the catalog, any participants at the Exhibition whose catalog entries are not submitted by the deadline will be included by the Organizer in the catalog at the expense of the participant and without accepting any responsibility for the accuracy of the information. The participant shall transfer the rights of use of his/her works to the Organizer free of charge. The Organizer can freely use these rights of use for electronic media, the directory of participants (online and offline), the catalog (online and offline), flyer advertising and media relations in the context of the Exhibition.

1.8. Postcards

Each participant at the Exhibition may have an official postcard produced based on the Organiser's template, to be displayed at the Exhibition. This postcard may be produced by a third-party provider. Invoicing, manufacture and delivery shall be direct. The Organiser accepts no liability for faulty postcards.

1.9. Insurance

All Exhibition participants shall be required to take out fire and elemental damage insurance on items presented, as well as third party liability cover. It is further recommended that participants at the Exhibition should also insure their exhibits against damage and misplacement during the Exhibition, and during transport to and from the venue.

1.10. Liability

The Organizer accepts no liability for items brought in by the participants: in particular, no compensation shall be made for damaged or stolen items (see. Item 1.5., Disclaimer). The Disclaimer shall apply without restriction, all surveillance measures of the Organizer notwithstanding.

1.11. Protective mechanisms

The Exhibition participant is further obliged to fit protective mechanisms to any machinery and equipment presented and in operation, in compliance with accident prevention regulations. The Exhibition participant shall also be liable for personal and material losses incurred through the assembly and dismantling of his/her exhibits.

1.12. Unauthorized entry to rooms

The exhibitor is prohibited from entering other rooms in the Halle 622 that are not connected to the Exhibition, or from touching any potential stage parts or stage props. In the event of loss or damage to the stage parts or stage props, some of which are extremely expensive, the exhibitor shall assume full liability.

1.13. Force majeure

The Organiser shall be entitled to postpone, shorten, lengthen or cancel the Exhibition for compelling reasons or in the event of force majeure. In such exceptional cases, Exhibition participants shall have neither the right to withdraw nor to compensation. Where unforeseen, political or economic events or general force majeure events render it impossible to hold the Exhibition, the rent of the presentation space shall be reduced to a sum that corresponds with the costs incurred to the Organiser (incl. of the rent of the premises). Any balance remaining after deduction of costs shall be refunded to the Exhibition participants. Failure to hold the Exhibition shall not confer any right to compensation on the participant.

2. Financial

2.1. Registration fee

A registration fee of CHF 70.00 (incl. VAT) shall be charged with the application. This fee is to be transferred when the application is submitted (for account details, see 2.5 Account).

2.2. Participation fee

A participation fee of CHF 320.00 (incl. VAT) shall be charged for confirmed participation in the **Grafik17** Exhibition (stand rental, advertising costs, electricity, participants' access to the Exhibition and an entry in the advertising catalogue. For an advertising agency or an art gallery the fee shall be CHF 2,000.00 (incl. VAT) and CHF 100.00 (incl. VAT) for each graphic artist, illustrator or artist presented. The participation fee is payable by transfer within 10 days of written approval.

2.3. Additional services

Any additional services provided by the Organiser on the instruction of the Exhibition participant shall be separately invoiced.

2.4. Payment conditions

Non-compliance with the payment deadline specified in Item 2.2 vis à vis the participation fee shall be deemed a violation of the contractual conditions of participation agreed by the Organiser and the Exhibition participant. Where the Exhibition participant fails to provide legal proof of payment within five days after the payment deadline has elapsed, s/he shall be excluded in writing from the Exhibition irrespective of any previously agreed stand confirmation. Despite these measures the participant shall not be released from his/her obligations to the Organiser. Payment of the penalty shall still be required (see Item 1.4. Right to withdraw / Exclusion).

2.5. Account

Raiffeisenbank rechter Zürichsee
8708 Männedorf
Account name: BLOFELD Entertainment GmbH, 8004 Zürich
Account No.: 31493.86
Sort Code: 81481
IBAN: CH23 8148 1000 0031 4938 6
SWIFT: RAIFCH22
Reference: Grafik17 – First name and surname

3. Legal

3.1. Right to make changes and amendments

The Organiser reserves the right to alter the terms of these Regulations at any time or to give instruction for their amendment. Exhibition participants will be notified of any such changes in good time.

3.2. Written form

All agreements, individual approvals and special provisions require the written form.

3.3. Forfeiture of claim

All claims against the Organiser must be made in writing within more or less 10 days of the end of the Exhibition. Claims pertaining to the technical installations must be made by the last day of the Exhibition at the latest. Claims made later shall not be considered.

3.4. Governing law, place of performance and place of jurisdiction

All legal relationships between the Exhibition participant and the Organiser shall be governed by Swiss law. Zurich, as the place where BLOFELD Entertainment GmbH has its registered office, shall be the place of performance and exclusive place of jurisdiction both for participants resident abroad and those resident in Switzerland.

3.5. Miscellaneous terms

The Technical Regulations of the Exhibition and the Regulations governing the use of the Halle 622 shall apply.

Zurich, April 25, 2017

The Organiser of the **Grafik17** Exhibition:
BLOFELD Entertainment GmbH