

## Annex 1

### I GENERAL PROVISIONS

#### 1 ORGANISATION AND DATES

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- 1.1 **Swiss CyberHub** are **organised by dV-Hub** Sàrl, Rue du Lavoisier 8, 1580 Avenches. dV-Hub Sàrl has the financial responsibility for the event.

#### 2 SUMMARY OF THE MISSION

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- 2.1 Swiss CyberHub (CHub) offers the actors of digital mutation in Switzerland a privileged and neutral place of exchange, debate and discovery, as a hub where the problems are highlighted and solutions are offered. In particular, we expect politicians, decision-makers of large and small companies, experts, researchers and the general public who want to learn how to promote, among other things, cybersecurity at national and international levels. Creating awareness of global digital risks is one of the primes of the Swiss CyberHub.

Powered by the foundation digiVolution the Swiss CyberHub will be the freely accessible national event, which will be presented as an exhibition and forum. It will be organized by dV-Hub Ltd. founded by digiVolution and placed at Fribourg, which will be the national hub for digital mutation, cyber and security.

#### 3 ADMISSION CONDITIONS

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- 3.1 A request to participate in Swiss CyberHub shall be submitted with the help of the official registration form or a sponsoring contract.
- 3.2 The organisers shall set a registration deadline. Compliance by the exhibitors with the deadline and the chronological order of the registrations shall be considered when allocating spaces.
- 3.3 At all times, the organiser shall be free to accept or refuse a request for registration without having to give a reason, as well as determine or change the space or location of the stands.
- 3.4 Exhibitors whose registration has been accepted by the organisers shall receive in good time confirmation of their participation together with the invoice. Exhibitors shall have a deadline of 10 days to put forward any remarks. The organisers rental agreement shall be considered concluded when the organiser sends the exhibitor the invoice for its participation. Registration shall become definitive on payment of the 1st advance.

#### 4 OBLIGATIONS OF EXHIBITORS, SPONSORS AND PARTNERS

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- 4.1 By signing the registration form and/or the contract, exhibitors, partners and sponsors undertake to comply with the provisions of these regulations, as well as with the Code of Conduct and Privacy Statement, which shall have binding power.
- 4.2 All the order forms relating to Swiss CyberHub shall be returned to the secretariat within the stated deadlines.
- 4.3 The organizer cannot guarantee full delivery of services or products for the event if the given deadlines have not been met by the partner/exhibitor.
- 4.4 The exhibitors are obliged to present their products or services all the time the exhibition is open. They shall keep their booth open according to the official timetable of the Swiss CyberHub and permanently staff it. It is strictly forbidden to leave the stand before closing time. Exhibitors shall be responsible for the equipment on their booth, and it is highly recommended to await the arrival of **security personnel** at closing time before leaving the premises. Exhibitors undertake only to display or sell products from their usual operations. Surveillance costs for excessively exceeding the timetable shall be charged to the exhibitor.

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- 4.5 If a location that is the subject of the contract is not occupied the day before opening at 12h00, Swiss CyberHub reserves the right to dispose of it without compensating or indemnifying the exhibitor or even to make all arrangements to decorate it, at the cost of the absent exhibitor.
- 4.6 Exhibitors can only distribute printed matter, samples or promotional products inside their own stand, excluding any other place, unless by agreement with the organiser.
- 4.7 From the official opening day of Swiss CyberHub until they close, exhibitors cannot introduce or remove exhibition material, or merchandise displayed on their stand, without the prior authorisation of the organiser. To this end, they shall send a request to the office of Swiss CyberHub, during its opening hours.

## II INSTALLATION OF STANDS

### 5 STANDS

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#### 5.1 Generalities

- 5.1.1 Stands shall contribute to the general aesthetics of Swiss CyberHub and **the material shall be fire-resistant or difficult to inflame**. The organiser reserves the right to intervene about any decoration or display considered too basic and about unprotected material.
- 5.1.2 Swiss CyberHub can increase or reduce spaces ordered depending on the arrangement of the location plan and the available funds. Special location requests cannot be accepted as a condition for participation. An exhibitor will also not be excluded for competition reasons.
- 5.1.3 Costs deriving from changes requested by exhibitors after plans have been sent and confirmation of location shall be charged to the exhibitors.
- 5.1.4 All disputes or complaints concerning rented space and installations ordered that do not correspond to the charged services, shall be sent in writing to Swiss CyberHub, 48 hrs before the official opening. After this deadline, discrepancies will no longer be considered.
- 5.1.5 The booths shall be configured as follows:
- The minimum space of a booth shall be 6m<sup>2</sup> (Startup)
  - In line booth 1 open side (min. 9 m<sup>2</sup>)
  - Angle booth 2 open sides (min. 12 m<sup>2</sup>)
  - Open top booth 3 or 4 open sides (min. 18 m<sup>2</sup>)

The requests of exhibitors shall be considered according to the availability of the spaces.

#### 5.2 Basic installations

The following installations and equipment are part of FORUM FRIBOURG:

- Electrical installations
  - General lighting of the corridors 350 lux
  - Strong current supply distributed over 108 points in the exhibition halls
  - Weak current supply distributed over 50 points in the exhibition
  - Wireless system (on demand)
- Ventilation ducts
- Fire protection
- Sprinkler system
- Fire extinguishers
- Waste collection site

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### 5.3 Turnkey booths

Exhibitors can order turnkey stands with walls, carpet and lighting. Information and price on the registration form.

### 5.4 Electrical installations

Basic electrical connection for each stand (socket T13, 230V/10A)

Exhibitors have the possibility to order from the organiser and at their own expense, the technical installations mentioned on the order platform.

#### 5.4.1 Current supply cut at night

- For installations with power of more than 25KW, the current supply will be subject to a quote. The installation and consumption costs shall be charged to the exhibitor.
- Electrical installations set up by the exhibitor inside the stands shall comply with NIBT standards. A visual or more detailed inspection shall be carried out. In the event of non-conformity, the installation shall be put out of operation.
- Booths connected to electrical wall panels of FORUM FRIBOURG cannot be unconnected by remote control when Swiss CyberHub closes. In this case, the exhibitors shall do this manually.
- Exhibitors cannot refuse to install a switchboard on its stand.

#### 5.4.2 Permanent installations

- Permanent current supplies (fridge, computer, etc.) shall remain in operation day and night (24/7).
- Current supply up to 2 kW per panel, 230 V/10 A including a small box with 2 T13 jacks protected by a FI/LS 1N 10A 30mA circuit breaker.

#### 5.4.3 Weak current

Specific installations can be ordered via the official ordering platform.

### 5.5 Plans

Exhibitors shall receive a plan of their stand on which is drawn the places where electricity, water, telephone or permanent jacks shall be installed, as well as access ramps for the disabled inside the stand. This shall be obligatory for any stand with a depth greater than 4 m and/or area greater than 30 m<sup>2</sup>. For stands with smaller dimensions, a ramp can be installed at the request of the exhibitor. It shall not lead to any change in the rental cost.

**Any request for a change shall be made in writing within 10 days from receipt of the plan.**

### 5.6 Fitting out and decoration

#### 5.6.1 Fitting out at the charge of the exhibitors

The basic equipment of a stand on a raw surface shall include:

- A carpet on the floor on the entire space of the stand
- Installation of lighting

**The lighting of the raw surface booth shall be the responsibility of the exhibitor and at its cost. The exhibitor undertakes to install enough light on its stand to make it welcoming.**

All the installation and decoration costs of the stands shall be charged to the exhibitors.

Installations ordered by exhibitors inside their stand shall be executed by an approved dealer.

A circuit breaker (FI) is obligatory for any jack to which devices or installations accessible to the public can be connected.

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### 5.6.2 Respect for rented surfaces

Any exceeding of the height for technical structures up to 280 cm on the podium that does not lead to any inconvenience to the neighbouring exhibitors shall be accepted without additional costs but shall be the subject of a request to the organiser (ceilings, lighting etc.). The same shall apply to decorative items.

However, an exceeding advertising surface (sign, tarpaulin, etc...) will be charged, **the amount being fixed on a flat-rate basis.**

### 5.6.3 Company name

Each stand or rented location shall carry a sign exclusively mentioning the exhibitor's trade name at a height that does not exceed the upper limit of the stand partition.

In the centre of the banner, a height deviation may be authorised by the organiser, on request, accompanied by a drawing.

The realization and installation of the company name shall be the exhibitor's responsibility.

Advertising shall only be allowed inside the stands.

### 5.7 Co-exhibitors

The organisation can allow a stand to be shared. The request shall be made by the exhibitor that has the stand. If they are accepted, the relevant fee shall be the responsibility of the main exhibitor.

**Co-exhibitors** shall be third-party companies that appear in one form or another on the stand of an exhibitor: by advertising inscriptions on the stand, exhibition items or prospectuses.

### 5.8 Damage

Any damage to premises and fixed installations of FORUM FRIBOURG shall be charged to the exhibitor responsible. The same shall apply to equipment provided by the organiser.

It is prohibited to pierce tiles, floors, walls or columns of buildings. Any request for fixing or suspension shall be approved by the organiser.

Anyone who intentionally or by negligence causes damage to neighbouring stands or to displayed merchandise shall take responsibility for the consequences of their actions.

Self-sealing strips or similar material for fixing to the floor shall be removed by the exhibitor who shall use material with weak adhesion that does not damage the floor of the building. Material suitable for this use is available for purchase from the organiser.

### 5.9 Assembly and disassembly

#### 5.9.1 Assembly

Construction work on the stands can start on the Monday preceding the opening of Swiss CyberHub at the earliest. On request a derogation can be granted by the organiser. The merchandise and products displayed can, however, only be introduced and left at the start of the assembly, i.e. at the time of the security check of the Swiss CyberHub enclosure. This job shall be the responsibility of a security company. The organiser shall not incur any responsibility before this period. No vehicle is authorised to enter the halls without the special authorisation of the organisation.

All the stands shall be completely fitted out and completed, items and merchandises put in place the day before the opening at 6 p.m. at the latest. The packaging material shall be evacuated by the exhibitor in the same period.

The organiser shall inspect the stands during the assembly and at the end of the works. Exhibitors shall comply with its observations: any non-compliance by them can lead to them not being admitted to a later exhibition, even to being immediately excluded.

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### 5.9.2 Disassembly and evacuation

Stands shall be removed and dismantled by exhibitors and on their responsibility. Dismantling is authorised on Friday from 6 p.m. to 11 p.m. as well as on Saturday from 7 a.m. and shall end on Saturday at 9 p.m. at the latest. Any extension of the dismantling time shall be charged to the exhibitor. Surveillance shall end within the same period. The organiser shall then have no responsibility in the event of theft, loss or damage. Any merchandise, items and other materials remaining in the enclosure after this period shall be considered as abandoned.

After this deadline, dismantling and evacuation of stands, parts of stands and other material shall be ordered by the organiser at the cost of the exhibitor, plus a penalty which can go up to CHF 1,000.00 per day of delay. The organiser reserves the right to take legal action for damages for any more substantial damage.

## 6 SECURITY MEASURES

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- 6.1 The exhibitors shall strictly comply with the security arrangements applicable in the canton for electrical, hydraulic and gas installations and for their supply. If you are not sure that your installation meets this requirement, please contact the technical support of Forum Fribourg.
- 6.2 The organiser shall take all security measures it considers appropriate. It can prohibit any activity or installation by an exhibitor that presents a risk to others. It can demand that an extinguisher be installed that will be charged extra.
- 6.3 Operating machines and devices displayed shall not present any danger or inconvenience of any kind to Swiss CyberHub, the other exhibitors or the general public. Only devices that fulfil SUVA requirements can be displayed, whether or not they are operated. You can verify the suitability by contacting SUVA [www.suva.ch](http://www.suva.ch).
- 6.4 It is prohibited to keep explosive, flammable material, or material that presents any danger in the stands. Exhibitors are obliged to use low-flammable material. Gas cylinders used by exhibitors shall be attached or fixed to avoid them overturning.
- 6.5 Exhibitors shall be responsible for any damage caused by the installation of their stand or by the material displayed.

## III FINANCIAL CONDITIONS / TARIFFS

### 7 RENTAL

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#### 7.1 Rental prices raw surface and turnkey stands

Please refer to the exhibitor registration form or the sponsoring contracts.

### 8 TECHNICAL INSTALLATIONS

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- 8.1 The organiser shall fix the cost of the technical installations described in Art. 5.2

### 9 FITTING OUT

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- 9.1 The organiser shall fix additional fitting out and installation costs not included in Art. 5.2

### 10 PAYMENT CONDITIONS

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- 10.1 Non-payment within the deadlines of all or part of the amount shall lead to forfeiture of the right to a site. The organiser shall then be free to allocate the space to another exhibitor.

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- 10.2 The organiser can exercise a right of retention (Art 268ff Swiss Code of Obligations; Art. 283 Swiss Law on Debt Collection and Bankruptcy) on appliances and items displayed if the exhibitor has not settled all its financial obligations 24 hours before the closure of the event. A minimum amount of CHF 500.00 shall be deducted for administrative costs in the event of the application of the right of retention.

## 11 CANCELLATION AND / OR POSTPONEMENT OF THE EVENT by the Organizer

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- 11.1 Exceptional circumstances ordered by the authorities due for example to (illustrative and non-exhaustive list) natural disaster, armed conflict, pandemic, etc. may result in the date of the event being postponed to a later date. Should the event take place within the same year - the planned event date, will change - all other conditions within this contract remain the same.  
Partners will be notified, as quick as possible, according to the circumstances.
- 11.2 If the organizer cancels on its own the Swiss CyberHub without replacement, the exhibitor is basically entitled to a refund of 90% of the total amount in the contract. The registration fee remains in all cases fully due.
- 11.3 The organiser shall particularly take all measures necessary relating to organising the exhibition, change the duration, if necessary, as well as the opening times, without this involving any compensation.
- 11.4 If, by virtue of force majeure such as (illustrative and non-exhaustive list) war, natural disaster, epidemic or pandemic, including COVID-19, an attack, strike, riot or decision of an authority, the Swiss CyberHub cannot take place, the exhibitors/sponsors shall not be entitled to any compensation other than the following depending on the date of cancellation:
- 11.4.1 If the event is cancelled less than 60 days before the opening date, the Swiss CyberHub will only reimburse the available funds on a pro rata basis after payment of all expenses incurred.
- 11.4.2 If the event is cancelled more than 60 days before the opening date, the Swiss CyberHub will refund 20% of the total amount defined in the contract.
- 11.4.3 If the event is cancelled more than 90 days before the opening date, the Swiss CyberHub will refund 30% of the total amount defined in the contract.
- The registration fee remains in all cases fully due and compensation is made with the amount to be reimbursed under this clause. The balance due must be paid to the organizer within 10 days of the organizer's communication to the exhibitor of the said balance.
- 11.5 By signing the registration form and / or the contract, the exhibitors declare their adherence without reservation to the clauses of the regulations.
- 11.6 Any exhibitor, sponsor or partner that contravenes a clause of the regulations or the instructions of the organiser shall be liable to sanctions that can include exclusion, without a refund of the sums paid, and non-admission to later exhibitions.

## 12 CANCELLATION by the Exhibitor

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- 12.1 A cancellation by the exhibitor, shall be formulated in writing.
- 12.2 A cancellation later than 30 days prior to the event or the exhibitor's failure to occupy the exhibition site, does not allow for the exhibitor to require any refund. If the payment has not been made at the time of cancellation, the amount must be paid to the organizer within 10 days.
- 12.3 A cancellation between 30 and 60 days prior to the event allows for the exhibitor to receive a refund of 10% of the total amount as defined in the contract.
- 12.4 A cancellation 60 days prior to the event, allows for the exhibitor to receive a refund of 20 % of the total amount as defined in the contract.

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- 12.5 If an exhibitor withdraws during the Swiss CyberHub, he will have to pay the organizer a contractual penalty of one time the amount of the contract. The contractual penalty is payable even if the organiser does not suffer any damage. Any action for damages or other claims are reserved.

## IV MISCELLANEOUS PROVISIONS

### 13 ENTRY PRICE

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The organiser shall fix the entrance price. The 2023 edition of the Swiss CyberHub will be free of charge with exception for the visitor not willing to share their professional data with sponsors, which will be charged with an entrance fee. The registration of a visitor or an exhibitor on the CHub platform remains mandatory in any case.

### 14 CARDS

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#### 14.1 Invitations

As the 2023 edition of the Swiss CyberHub will be free of charge (with exception for the visitor not willing to share their professional data with sponsors) the exhibitor can send as much invitations as he will.

#### 14.2 Exhibitor passes

For their personal use and that of their collaborators working at Swiss CyberHub, exhibitors shall be entitled to an unlimited number of exhibitors passes, issued according to the criteria fixed by the organiser.

These exhibitor passes shall give the holder free entry to the exhibition during opening hours. They shall be personal and non-transferable. If misused, they shall be withdrawn.

#### 14.3 Price of cards

The organiser shall fixe the prices of invitation cards as well as that of additional, permanent or daily exhibitor cards.

### 15 INSURANCE

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#### 15.1 Generalities

Swiss CyberHub and its staff shall not be responsible for the merchandise and goods of exhibitors. The organiser shall in no way be responsible for simple theft from stands, damage to merchandise displayed and fitting out stands.

The exhibitor's responsibility shall not be restricted in any way despite the general surveillance measures taken by the organisation.

Exhibitors are recommended to take out optional insurance in accordance with Art. 15.1.3. All the exhibitor's goods shall be insured by the exhibitor.

##### 15.1.1 Obligatory insurance – **a copy of the attestation is to be provided to the organiser**

Fire insurance including damage due to lightning, explosions and the forces of nature is obligatory for all merchandise displayed as well as stands and their equipment. If exhibitors are already covered for the aforementioned risks, a discharge signed by their insurer shall be delivered to the organiser before the event.

##### 15.1.2 Public liability insurance

The organiser shall contract a public liability insurance to cover the risks incumbent on it.

Exhibitors shall be responsible for any damage caused to others, either by themselves or by their staff.

##### 15.1.3 Optional insurance

Exhibitors are highly recommended to also insure transport and exhibition risks (for example theft, damage caused during loading and unloading) so that there is complete insurance without interruption of risk.

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### 16 ADVERTISING

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#### 16.1 Collective advertising

Collective advertising of Swiss CyberHub shall be provided by the organiser. Advertising material shall be provided free of charge to exhibitors.

#### 16.2 Individual advertising

Exhibitors who so wish may rent additional space for advertising panels or tarpaulins within or outside the exhibition area. A request shall be made to the organisation, who shall make a specific offer to exhibitors.

Except for interior spaces of stands (partitions, floors + opening running metres), all other spaces located in the general enclosure and near the exhibition within a radius of 200 m of the perimeter of FORUM FRIBOURG are the property of Swiss CyberHub. They can be rented separately for advertising spaces, either by exhibitors or by third parties. Flyposting and/or exhibition are prohibited.

The price of rent, siting and allocation of advertising spaces shall be decided by the organiser.

#### 16.3 List of exhibitors

The list of exhibitors shall be edited by the organiser who reserves the right of exclusivity for advertising and diffusion. Each exhibitor shall be included.

Exhibitors shall provide on the registration form all the indications necessary for drawing up the list.

The organiser shall not be responsible for any errors and shall also decline any responsibility if indications are not delivered to it in good time.

### 17 MEASURES RELATING TO ORDER

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17.1 The organiser shall take all measures relating to order it shall judge appropriate. It can prohibit any activity or installation by an exhibitor considered to be bothering others.

17.2 Exhibitors shall be prohibited from circulating in the corridors to attract visitors and installing advertising items that may bother their neighbours.

17.3 Exhibitors can only distribute printed matter, samples or promotional products inside its stand, to the exclusion of any other place (including corridors in front of the stand, unless by agreement with the organiser).

17.4 The use of audio-visual installations, musical instruments or noisy appliances and machines shall be requested at the same time as registration. It shall be decided on each case and only exhibitors who have received prior authorisation can use them. Sound levels of such installations shall be fixed by the organiser and shall in no way affect the activities of neighbouring stands.

17.5 Exhibitors shall be obliged to have staff in the stand during opening hours of the Swiss CyberHub.

### 18 WASTE MANAGEMENT

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#### 18.1 Period of assembly and dismantling

Exhibitors shall be responsible for removing their waste to the permanent waste collection site of FORUM FRIBOURG or secondary centres installed. Sorting shall be organised. Exhibitors shall be responsible for sorting their waste. An inspection shall be carried out and failure to comply with this directive shall be penalised by a surtax of CHF 500.00.

#### 18.2 Exhibition period

The organiser shall arrange to collect ordinary sorted waste. Exhibitors shall be responsible for sorting.

18.3 Sorting and removal of special waste (food, batteries, pollutants etc.) shall be under the responsibility of and charged to the exhibitor.

18.4 Fees may be charged.



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### 19 SCHEDULES

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Opening timetable

The timetables defined by the organisers for different spaces shall be complied with.

### 20 PARKING

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Parking shall be arranged for exhibitors with a limited number of places near the exhibition site. In principle, each exhibitor shall only be entitled to a single parking card. Additional cards can be allocated on demand and billed in addition. If he waives this, the exhibitor shall still owe a daily fee for the surrounding parking spaces. Lost cards shall not be replaced.

### 21 COMPLAINTS

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Any complaint shall be sent in writing to the organiser of Swiss CyberHub 48 hours after Swiss CyberHub closes at the latest (Art. 5.1.4 is reserved). Otherwise, it will be considered that the exercise of the rights has expired.

## V PLACE OF JURISDICTION AND FINAL PROVISIONS

### 22 PLACE OF JURISDICTION

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- 22.1 For all points not settled by these regulations, Swiss law shall apply to relations between Swiss CyberHub and the exhibitor.
- 22.2 The place of jurisdiction are the competent courts in Fribourg.

### 23 FINAL PROVISIONS

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- 23.1 Any disputes that may arise between exhibitors which are not financial in nature and whose objective is the application of these regulations, shall be settled by the organiser without possibility of appeal. Major cases may be arbitrated by a third party.

The regulations were drawn up in English and translated into French and German. The English text is authoritative for the interpretation.

SWISS CYBERHUB

Avenches, February 2023