

**GLOSSARY**

Montreux Convention Center Ltd (hereafter *CCM Ltd*) means the company operating the 2M2C.

2M2C Montreux Music Convention Centre (hereafter *2M2C*) means both the brand and the place.

**1. APPLICATION OF THE REGULATIONS**

- 1.1. These general terms and conditions govern, failing written provisions to the contrary, the contractual relations between the tenant "the client" and Centre de Congrès Montreux SA. They moreover regulate any activity exercised within the 2M2C.
- 1.2. The use of the spaces and/or services of the 2M2C implies the acceptance upon signature by a legal representative of the client and of CCM LTD of these general terms and conditions.
- 1.3. The client respects the regulations applicable to the 2M2C for which it acknowledges having received a copy on signature of the reservation contract. It undertakes to respect all the conditions of these and to enforce them among its personnel and all of its occupants.
- 1.4. CCM LTD reserves the possibility of modifying or adding any prescription useful for the correct operating of the 2M2C, of which it will inform the client in writing. The latter already undertakes to respect all resulting charges and obligations.

**2. REQUEST FOR ROOMS, LOCATIONS AND SURFACE AREAS**

- 2.1. Any request must be made in writing and confirmed by the Management of CCM LTD prior to allocation. It must specify:
  - The complete company name and contact details
  - The purpose, name and programme of the event
  - The specific dates (assembly, use, dismantling)
  - The number of participants expected
  - The name of the legal representative
  - The technical description (spaces, equipment, services)
- 2.2. The booking offer issued by CCM LTD is valid for 30 calendar days and in no way legally binds any of the parties. After this deadline, it becomes null and void.
- 2.3. The contract comes into force on receipt of the document signed by the client and countersigned by CCM LTD.
- 2.4. Any modification to the booking (dates, spaces, services) must be the subject of a written amendment validated by CCM LTD.

**3. SPACE RENTAL**

- 3.1. CCM LTD provides rooms intended for the organisation of conferences, congresses, meetings, events, festivals or concerts, as well as exhibition areas, stands, technical equipment and additional service provisions.
- 3.2. The rental prices are fixed per entire day, for an operating period of 12 hours, including assembly and dismantling. Each additional hour will be invoiced for the CCM LTD team present and necessary.
- 3.3. The rental price includes the use of rooms, their annexes and their access, as well as the usual lighting (not including stage lighting) and temperature regulation within the limits of existing facilities.
- 3.4. The complete private booking of the 2M2C can be requested by means of an additional charge. Failing this, the cohabitation with other events is possible.
- 3.5. The standard cleaning of the surface areas is the subject of a fixed invoicing included in the contract's service provisions. Any additional specific cleaning service is invoiced separately.
- 3.6. Sundays and bank holidays do not affect the rental price of the spaces but only the work hours of the CCM LTD team, invoiced at a 50% surcharge.

- 3.7. Booking modifications (date, premises, etc.) are subject to the discretion of CCM LTD and must be the subject of a written request.
- 3.8. CCM LTD has sole jurisdiction for assembling the primary structures marking out the rented areas.

**4. HANDING OVER OF THE PREMISES AND LATE PAYMENT PENALTIES**

- 4.1. The client undertakes to vacate the premises, equipment and surface areas rented in the deadlines agreed in the contract, at the end of the dismantling period.
- 4.2. In the event of a late return of the premises, a penalty of CHF 500 per hour started will be invoiced to the client, without prejudice to the right of the 2m2c to claim compensation for any additional prejudice endured.
- 4.3. Any prolonged unauthorised occupation of the premises may also lead to logistics, operating or security costs that will be invoiced to the client.

**5. PAYMENT CONDITIONS**

- 5.1. Payment in instalments for Swiss clients:
  - Upon signature: 10% (min. CHF 5,000 + VAT)
  - 6 months before the event: 40%
  - 2 months before the event: 40%
  - Balance: in the 10 days after receipt of the final invoice
- 5.2. Foreign clients or those not registered in the register of commerce in Switzerland:
  - 50% on signature of the contract
  - 50% of the amount 2 months before the event
- 5.3. Documents required:
  - Proof of ID
  - Proof of address
  - Extract from the register of commerce or articles of association
- 5.4. Payment by bank transfer. All costs are borne by the client.
- 5.5. The initial deposit of 10% (min. CHF 5,000 + VAT) constitutes administrative and file opening fees. This amount is non-refundable under any circumstance, including in the event of occurrence of a case of force majeure. In the event of a cancellation exclusively falling under the responsibility of CCM LTD, the return of all of the deposits paid, in the form of a credit note, may be considered.
- 5.6. Unless expressly indicated otherwise in the offer, all prices are in Swiss francs (CHF) plus VAT. The costs linked to payments made from overseas or any other cost linked to the method of payment chosen are borne by the client.
- 5.7. The prices, likewise the deposits having to be paid, in accordance with figure 5 of the said general terms and conditions are considered as duly paid once the amount fixed in Swiss francs + VAT received in CCM LTD's account.

**6. NON-PAYMENT OF THE DEPOSITS**

- 6.1. In the event of non-payment of one of the contractual deposits in the framework of the provisions mentioned in chapter 5, CCM LTD reserves the right to dispose of the rented space. The total amount of the rental remains due and with immediate effect.
- 6.2. In the event of cancellation for reason of force majeure making the holding of the event at the 2M2C impossible, the amounts paid can be refunded after deducting the costs incurred by CCM LTD as well as the initial deposit as provided for in figure 5.4.

**7. WITHDRAWAL/CANCELLATION**

- 7.1. In the event of withdrawal after signing the contract, the following fixed indemnities are due to CCM LTD. Receipt of the written communication from the client, before the contract comes into force:
  - 360 days and more: 10% of the rental of spaces (min. CHF 5,000 + VAT)
  - Between 270 and 359 days: 25% of the rental of spaces
  - Between 181 and 269 days: 50% of the rental and 100% of the services hired due
  - 180 days and less: 100% of the rental, the order and any engaged services.

- 7.2. CCM LTD expressly reserves the right to claim higher damages in the event of a withdrawal or unfair termination.
- 7.3. CCM LTD reserves the right to claim a higher indemnity if the damage endured is greater.
- 7.4. It is strongly recommended that the client take out a cancellation insurance policy.

## **8. CONDITIONS TO SUPPLY BEFOREHAND TO DRAW UP A RESERVATION CONTRACT**

- 8.1. For CCM LTD to be able to establish a rental offer, the client acknowledges being in a position to ensure a clear and precise description of its event. It is bound to make known beforehand:
  - Its full company name, or civil status and address,
  - Its corporate, trade union or associative purpose or capacity,
  - The powers and capacities of its representative or principal authorised to bind the company,
  - The nature, purpose, programme of the envisaged event,
  - The name retained for the event,
  - The communication potentially anticipated around the event (media, administrations, public authorities),
  - The invited or expected personalities,
  - The expected number of participants,
  - The dates planned for the event (assembly, operating, dismantling and hours),
  - The equipment, materials or presentations planned and/or to be supplied.
- 8.2. CCM LTD unilaterally and without compensation reserves the right to terminate this contract should the client fail to provide a clear and precise description of its event, notably in the case where this was directly or indirectly political in nature, is contrary to good moral standards or likely to disturb the peace.
- 8.3. The use described by the client cannot be modified without the agreement of CCM LTD. Should the use be modified, CCM LTD reserves the right to assess the suitable nature of this (see figure 9 below). It can at any time and unilaterally refuse the rental of spaces if it seems that their planned use no longer complies with that announced by the client.
- 8.4. The client cannot transfer the rights it holds in virtue of the contract to a third party without the prior and written agreement of CCM LTD.
- 8.5. The client must supply all of the abovementioned information, or report any modification made, according to the schedule defined with the event manager to ensure that the preparation and the event run smoothly.

## **9. FIRM AND DEFINITIVE NATURE OF THE RESERVATION CONTRACT**

- 9.1. On the date of signature of the contract, its nature is firm and definitive.
- 9.2. The client undertakes to let CCM LTD know of any element or new event that has occurred or been revealed since the presentation of its request or the drawing up of the reservation contract. This concerns particularly any modification of its situation, and this as soon as it becomes aware of it, whether it involves a change of civil status, company or trade name, legal status and any other important fact, leading notably to modifying the information communicated according to chapter 8 above. This is a substantial obligation of the lessee, the non-respect of which constitutes a breach, which may be of a kind to lead, at the discretion of CCM LTD, to the immediate termination of the agreement.
- 9.3. CCM LTD reserves the right to ask, at any time, for additional information in relation to the foregoing to have the right to terminate a rental contract that has been established on the basis of false or incorrect information or information that has become inaccurate.
- 9.4. The client is reputed to have studied the feasibility of the event beforehand with regard to legal and administrative constraints of all kinds that it includes or may include, to have previously visited the facilities referred to in the

contract, to have had all the characteristics of these made clear to it, to have checked or had checked by any competent or authorised person the compatibility with the event.

## **10. REFUSAL TO ENTER INTO A CONTRACT**

- 10.1. CCM LTD expressly reserves the right not to enter into a contract, temporarily or definitively, due to the incomplete communication of information required beforehand, notably owing to the proven or revealed unsuitability of the event with the purpose, spirit or image of the 2M2C, due to the risk of disturbance of the peace, the tranquillity of the town, the security or approval of its inhabitants, the protected interests of consumers and young people by the organisation of the planned event, either owing to the non-issue or non-production of the administrative authorisations that the law or the regulations impose on the client in due time.

## **11. PROTECTION OF THE 2M2C BRAND, LOGO AND BRAND IMAGE**

- 11.1. In its operations or means of communication vis-à-vis third parties (media, publicity documents, catalogues, programmes, ticket offices, website, invitations, banners, clothes, accessories etc.), the client, unless special prior written agreement, refrains from any confusion that could make it be believed that the 2M2C of the Town of Montreux would be directly or indirectly associated with the design or realisation of its event.
- 11.2. The lessee refrains in particular, unless prior written agreement, from using the name and/or distinguishing features of the 2M2C on its headed paper, invoices, contracts or sales documents even if they concern the organisation of the event. In the event of authorised use, the client undertakes to respect the graphical charter given to it.
- 11.3. The client undertakes to submit for the prior approval of CCM LTD the affixing of the name and/or distinguishing features of the 2M2C on any medium including a website.
- 11.4. Any breach of these obligations may lead to the immediate withdrawal of the authorisation to use, without prejudice to any remedial action for damage endured.

## **12. CIVIL LIABILITY, LIABILITY OF THE CLIENT**

- 12.1. The client shall be solely responsible for all of the operations needed for the organisation and realisation of the event referred to by the reservation contract.
- 12.2. The client is solely liable vis-à-vis CCM LTD and all third parties, for its acts, carelessness or negligence owing to its activity, its arrangements or facilities, likewise the exercise or non-exercise of its activity and the non-respect for a clause of these general terms and conditions and related agreements.
- 12.3. The client will bear all risks incurred in relationships with suppliers, service providers, participants or any other third party, as well as the payment of all indemnities and related costs resulting from potential judicial convictions linked with the event.
- 12.4. The client is solely responsible for its event and all contractual relations or other with its participants, contributors or third parties. It acts in its own name and on its own behalf, without any apparent or real mandate of the 2M2C. It can on no account introduce itself or act as a representative of the 2M2C, or let it be understood that the 2M2C supports, approves or is involved in the commitments made by the client towards third parties.
- 12.5. For any playing of music in its spaces or the use of works subject to copyrights, the client is bound to make a declaration with the authorised organisation SUISA to obtain an authorisation for this playing. The contracting client must acquire a licence via the link <https://www.suisa.ch/fr/clients.html> and will assume, in the event of a breach, full responsibility, notably in case of subsequent legal action by the SUISA. The client entirely discharges CCM LTD from any responsibility in this respect.
- 12.6. The client remains responsible for damage it may cause owing to its activity to third parties and/or CCM LTD. It will

henceforth take any necessary measure to avoid damaging the premises and/or materials made available to it, as well to cover in the framework of its activity the security of visitors like its employees. It will be answerable for any damage resulting from its potential breaches in accordance with the provisions of the code of obligations.

- 12.7. The operating of machines, appliances or other exhibited equipment must present no danger or inconvenience that may disturb the exhibition, the exhibitors or visitors. Exhibitors will comply with local security prescriptions.
- 12.8. Without special authorisation, it is prohibited to operate internal combustion engines. Exhibition material that could be dangerous or cause a fire cannot be introduced into the spaces without express approval from CCM LTD and the fire department. The heat emitted must not exceed 45°C. Any intentional or accidental deprecation to the building and the safety system will be invoiced to the client.
- 12.9. The building is fully equipped with sprinklers, extinguishers and fire hoses. The client undertakes to respect and enforce among the exhibitors and any third party the following rules:
  - Not to use the sprinkler pipes or electric cables to hang signs, spotlights, etc.
  - Not to make access difficult or conceal, generally speaking, the emergency exits, illuminated emergency exit signs, electric boxes, the computer or telephone network, heating and air conditioning devices, etc.
  - Submit plans of stands to CCM LTD at least 2 months before the event for approval, in order to respect the safety standards such as precautions against the risks of fire, respect for emergency exits, ventilation, distribution of loads on floors, etc.
- 12.10. The client will only use low flammability or fireproof materials in the rented premises. Untreated decorative items must be placed out of the reach of visitors, and notably away from heat sources.
- 12.11. In all cases, the client and the exhibitors are bound to report all damage, potential accidents or any anomaly to CCM LTD staff.
- 12.12. The premises are reputed to be handed over in good condition. Any damage or anomaly must be reported in writing by the client within 2 hours after taking possession of the premises. Failing this, it is considered to have accepted them as is. Any material damage caused by the client, its service providers or participants to the 2M2C building, facilities or equipment will be invoiced to the client at the cost of the repair, increased by 5% for administrative costs.

### 13. INSURANCE AND GUARANTEE

- 13.1. To cover the various civil and contractual liabilities that it exposes itself to vis-à-vis CCM LTD and third parties, the client undertakes to insure itself, from signature of the reservation contract and throughout the duration of the event, for sufficient sums against physical injury, property and intangible damage of all kinds it is likely to cause itself or by persons it is answerable for or reputed to be answerable by virtue of the law.
- 13.2. Without prejudice to the foregoing commitment, the client must ensure that all of its principals, service providers or contracting parties have taken out sufficient insurance to guarantee their own liability, notably vis-à-vis CCM LTD.
- 13.3. CCM LTD is answerable for no shortfall by the leaser in the event of unavailability of the facilities following an unpredictable and sudden event. It therefore deeply recommends that the client insures its potential loss of turnover in such a case (for example fire).
- 13.4. From coming into possession, even partial, of the premises, throughout the term of the contract and until its effective vacation of the premises, the client must be insured with reputable insurance companies by insurance policies sufficiently covering
  - Movable assets, materials, goods and generally speaking, all goods equipping the premises it may be

holder of in any respect whatsoever, against all risks likely to damage them, in full or part, and notably risks of fire, explosion, water damage, storm, riots, terrorism and any other case that could arise from occupying them.

- Civil liability that it could expose itself to owing to its own activities and that will include a guarantee regarding physical injuries caused to third parties and a well-known guarantee regarding property and intangible damage.
- 13.5. The client will transmit one or more insurance certificates in performance of paragraphs 13.1 to 13.4 above 30 days before the start of the event at the latest.
  - 13.6. Depending on the complexity of the installation, CCM LTD can demand the payment of a security with an incoming and departing inventory of fixtures.

### 14. RESPONSIBILITIES AS TO ACCESS AND USE OF THE PREMISES

- 14.1. The client is personally responsible for maintaining orderliness in the facilities it occupies. It becomes responsible not only for the damage caused by its own acts, but also that of any person entering the premises on its initiative or for the course of the event. This responsibility concerns particularly the safety of the public, this from accessing the event until completely vacating the premises made available as well as their outbuildings.
- 14.2. Unless stipulated otherwise beforehand, the client ensures, under its sole responsibility, all of the operations necessary for the smooth running of the event.
- 14.3. It is recalled that access control ensured by CCM LTD does not incur its responsibility regarding damage, theft or any other criminal act occurring in the premises leased by the client, during the period between the start of assembly and the return of the premises.
- 14.4. In the event of the use of an external security company, the client must supply a certificate of affiliation to a renowned organisation at least 2 months before the event. Any company must be validated by CCM LTD which reserves the right to impose supervision by its service provider.
- 14.5. The client undertakes to respect the fire, hygiene and sanitation safety prescription in force (including AEA1, IAS, SUVA, Ordinance O-LRNIS). Any infraction can lead to the immediate suspension of the event.
- 14.6. It is prohibited to smoke and vape inside the premises, to modify or deactivate a safety device, or store gas or flammable materials without prior authorisation.
- 14.7. The passages, vertical and horizontal escape routes and emergency exits must remain accessible at all times, without obstruction.
- 14.8. The client is responsible for respecting the maximum legally admissible capacities as well as maximum floor loads announced for each room.
- 14.9. Any physical signage, decoration or technical hanging must be the subject of a written request. The use of non-fireproof fixation or decoration points (RF2 category) is strictly prohibited without written validation.

### 15. SAFETY OF PEOPLE

- 15.1. In accordance with the legal and regulatory prescriptions relating to establishments open to the public, the client must respect them and ensure the safety of people accessing the inside of the building and ancillary structures, through permanent surveillance during events. These mandatory requirements pertain solely to access control to the buildings.
- 15.2. If the lessee wishes to ensure the security for the safety of the exhibited materials outside of periods open to the public, it must call on the security services that are partners of CCM LTD.
- 15.3. In the event the Swiss State imposes a reinforced security plan owing to international events, these constraints are the responsibility of the client.
- 15.4. The client will be responsible for any losses, damages, injuries or death occurring outside of or in connection with

the event, except if such an event was caused by the negligent wrongdoing of CCM LTD or its employees.

- 15.5. The client renounces any appeal against CCM LTD in the event of theft or other criminal acts it could be victim of in the rented premises or its outbuildings, CCM LTD ensuring no obligation to provide security except express written agreement to the contrary.
- 15.6. The client takes note that for health and safety reasons, animals are not admitted inside the building. An exception is made for persons needing guide animals.
- 15.7. The client takes note that it is strictly prohibited to smoke and vape inside the premises.

#### **16. CATERING**

- 16.1. CCM LTD has entered into partnership agreements with different local service providers that know 2M2C facilities perfectly to facilitate the provision of F&B services.
- 16.2. The organiser has the choice to either call on caterers having signed an agreement with CCM LTD (list on request) or caterers of its choice, in which case the latter must comply with a specific agreement binding it to CCM LTD which will be directly sent to it. The external service provider must comply with the technical, sanitary and logistic requirements imposed.
- 16.3. A 15% fee on the catering turnover is applicable for any non-referenced caterer. Access to the 2M2C technical areas or equipment is subject to validation.
- 16.4. Any catering installation or service must be validated by CCM LTD beforehand, notably regarding food and hygiene safety. External caterers do not have access to the 2M2C technical area or equipment without a specific agreement.

#### **17. AUDIOVISUAL**

- 17.1. CCM LTD has chosen a technical/stage partner to which it has entrusted all of its technical/stage installations. To ensure the smooth technical/stage running of the event, the specifications (lighting plans, fixation points and loads) as well as the list of material potentially brought and used by the organiser must reach CCM LTD at least 2 months before the event.
- 17.2. The client may call on an external service provider, subject to prior validation by CCM LTD. This service provider must respect the Centre's technical/stage standards and work in coordination with the internal teams.
- 17.3. CCM LTD invoices coordination/supervision costs in the event of the use of a third-party service provider.
- 17.4. The external audiovisual service provider must supply a proportional up-to-date civil liability insurance certificate.

#### **18. CLOAKROOM**

- 18.1. The rental, installation and dismantling costs of the cloakrooms are included in the client's offer and contract.
- 18.2. When the cloakroom is operated by CCM LTD in the framework of an event, its responsibility is limited to clothes and objects handed over in exchange for a numbered ticket. This responsibility on no account includes the contents of clothes or valuables like jewellery, money, keys or personal documents.
- 18.3. Should the cloakroom be held by the client or the organiser, these assume the responsibility with regard to third-party depositors alone.

#### **19. CLEANING**

- 19.1. The cleaning of the premises is an exclusive service of CCM LTD and is the subject of a fixed service charge featuring in the contract.
- 19.2. The premises and the facilities will be handed over in good working order and cleanliness. The client will be invoiced for any costs incurred for exceptional cleaning as well as the replacement of damaged material (carpets, parquet flooring, signs etc.).
- 19.3. CCM LTD reserves the right to charge the client for the increase in cleaning services if the planned services do not guarantee that the premises are in a suitable state of cleanliness, necessary to protect its brand image.

#### **20. FILMS, PHOTOS, VIDEO TAPES**

- 20.1. No videos, photos etc. of the inside of the centre can be taken without the prior written permission of CCM LTD.
- 20.2. The client must inform CCM LTD in writing 30 days before the start of the event at the latest, of the title and content of the film or video tapes that will be screened during the event.
- 20.3. CCM LTD reserves the right to prohibit, at any time, the broadcast of a film or the display of photos or posters inside the building or its surrounding areas, if the latter seem or are contrary to its interests and those of the Municipality of Montreux.

#### **21. DISPLAYS AND ADVERTISING**

- 21.1. If CCM LTD demands it, the client will be bound to submit to it a rough outline of the different documents, photos or films that the client plans on using as a means to promote its event. The client must comply with the conditions concerning the form, contents, publication or distribution that CCM LTD may reasonably impose, depending on its interest.

#### **22. SIGNAGE**

- 22.1. Displays or the fixing of any medium (posters, stickers, signs etc.) on the walls, floors, ceilings or columns of the building is only authorised with CCM LTD's prior written agreement. Nothing can be displayed autonomously by the client.
- 22.2. Any signage or display project must be submitted to CCM LTD for its prior written approval.
- 22.3. In the event of an unauthorised display, CCM LTD may have the media concerned taken down immediately, without notice or compensation and at the expense of the client.

#### **23. PLANS**

- 23.1. The plans supplied by CCM LTD are not contractual.
- 23.2. Any technical installation, layout or structural transformation is subject to written validation.
- 23.3. The supply of standard setting up and layout plans is included with no extra cost. Any specific request requiring particular adaptations or technical studies will be invoiced separately.

#### **24. FORCE MAJEURE**

- 24.1. What constitutes a case of force majeure is any external, unpredictable, uncontrollable event beyond the control of the parties, making the performance of the contract totally or partially impossible. This includes among others, without being exhaustive, natural disasters, pandemics, epidemics, strikes, armed conflicts, administrative decisions, demonstrations, violence, threats from third parties or any prohibition on demonstrations issued by the competent authorities (Swiss confederation, canton of Vaud, municipality), as well as unforeseen works or major disturbances on the site.
- 24.2. Before the total or partial provision of the premises, the parties to the reservation contract may be exempt from their commitments in the occurrence of events making it objectively impossible and without fault to realise the event, despite all care taken. Depending on the nature and scale of the event, the performance of the contract may be either cancelled or postponed subject to CCM LTD's availability.
- 24.3. From the total or partial provision of the premises, the client assumes all risks inherent to the event, whatever they are, at its expense and that of its insurers. The client may no longer invoke any event whatsoever to avoid its obligations with regard to CCM LTD.
- 24.4. Not notably constituting a case of force majeure:
  - The failure to obtain or the cancellation, due to the client, of the authorisations necessary for the realisation of the event (local, national, security, etc.),
  - Malfunctions or events affecting the individual of either party to the contract when these malfunctions or events can be contemplated and that it was possible to anticipate

them or remedy them by suitable means, however expensive they may be,

- The defection or impediment of a third party to the contract and notably a service provider or the contracting party of the lessee,
  - The prospect, in relation to expected or awaited results, of financial or commercial losses whatever the significance.
- 24.5. In proven cases of force majeure, the client will be reimbursed sums it has paid to CCM LTD, minus costs incurred for itself in view of the realisation of the event. These costs include among others:
- The first deposit of 10% (minimum CHF 5,000 + VAT), corresponding to processing and administrative management fees, non-refundable in any case;
  - Costs incurred with external service providers (e.g. technical partners, security, cleaning, installation, catering) on behalf of the organiser, on the basis of a quote or orders validated or confirmed by any written means;
  - Internal costs of CCM LTD justified by services carried out or planned (e.g. coordination, technical studies, plans, logistic or administrative preparation);
  - Potential communication or printing costs incurred at the request of the client;
  - And generally speaking, any non-retrievable cost or any service provided in good faith in connection with the planned performance of the contract.
- The detail of the costs retained will be communicated to the client in writing, on presentation of available documents.
- 24.6. If the performance of the contract can be postponed, these sums will be retained by CCM LTD.

## 25. TRANSPORT AND CUSTOMS

- 25.1. The client is responsible for organising the transport and logistics of its event.
- 25.2. For all questions about transport and customs for overseas, the client must contact the forwarding agent authorised by CCM LTD, namely:

SEV – Société des Entrepôts Vevey SA  
 Avenue Reller 1 – Postal box  
 CH-1800 Vevey 1  
 +41 (0)21 921 10 78  
[sevvevey@sevpf.ch](mailto:sevvevey@sevpf.ch) - <http://www.sevpf.ch>

- 25.3. It is up to the organiser, as well as its service providers or subcontractors, to plan deliveries in accordance with the appropriate incoterms, in such a way that no invoice relating to customs clearance, VAT on imports or transport costs are sent to CCM LTD.
- 25.4. In the event of receipt of such documents by mistake, and failing to be able to obtain the cancellation of them by the carrier concerned, the corresponding amounts will be invoiced to the organiser, increased by 5% for administrative costs. It is incumbent on the organiser to take action against its service provider, subcontractor or exhibitor behind the breach.

## 26. PACKAGING

- 26.1. For safety reasons, storing empty packaging in the stands is not tolerated by the fire department. These materials will be removed before opening then brought back at the end of the event by the company appointed by CCM LTD.
- 26.2. Loose packaging, used carpets, used covers, objects not being immediately used or no longer being used to realise the event must be stored in the spaces exclusively provided for this purpose or got rid of.
- 26.3. Materials, items and residual waste must be removed by the lessee, to the designated areas and within the given deadlines and hours.
- 26.4. These packaging, items or residual waste must always be out of sight and out of reach of visitors and participants at all times, CCM LTD reserving the right to have any abandoned item removed, at the expense of the lessee, without being able to be made responsible for damages or losses that could result from this.

## 27. SPECIAL PRESCRIPTIONS

- 27.1. The provision by CCM LTD of its staff or its machines for any assembly of equipment belonging to the client will be invoiced separately.
- 27.2. CCM LTD has sole authority to assemble structures relating to the so-called primary partitioning delimiting the area occupied by the event.
- 27.3. Any intervention on 2M2C facilities (technical, structural or other) must be the subject of written authorisation. Only 2M2C's technical teams can install connections for water, electrical power, fixation points (rigging), etc.
- 27.4. In the event of joint activity, the client undertakes to respect the schedules, safety and coordination rules established by 2M2C.

## 28. PLACE OF JURISDICTION AND GOVERNING LAW

- 28.1. The parties appoint Vevey as attributive place of jurisdiction for all disputes that could arise from the contract and these regulations.
- 28.2. Swiss law governs the reservation contract and these general terms and conditions, this in the event of a dispute arising from their application or interpretation.
- 28.3. The "General terms and conditions" exist in French, German and English. In case of discrepancies, the French version is valid.

## 29. COMING INTO FORCE OF THESE REGULATIONS

- 29.1. By signing the contract, the client acknowledges having read these regulations and undertakes to respect all conditions and enforce them among its staff and all occupants.
- 29.2. In accordance with the principle of divisibility, the nullity or invalidity of a provision of the contract, its annexes or these general terms and conditions does not affect the validity of the other provisions. Any void provision will be replaced by a valid clause whose content is as close as possible to the initial intention of the parties.

## 30. DATA PROTECTION - GDPR

- 30.1. Personal data are processed in accordance with legislation on data protection (GDPR). Information available on request.
- 30.2. All documents and information relating to the performance of the contract are strictly confidential and must not be made accessible to a third person, unless prior written authorisation from CCM LTD or a legal obligation.
- 30.3. All rights on all documentation, including plans, sketches, software, calculations or any other medium handed over in the framework of the contract, remain the exclusive property of CCM LTD. Any use or reproduction of these elements that are not strictly necessary for the performance of the contractual services is prohibited without CCM LTD's prior written agreement.

## 31. ADDITIONAL CLAUSES

- 31.1. The client is solely responsible for obtaining the necessary administrative authorisations from the competent authorities (police, municipality, Pocama etc.) The lack of authorisation does not constitute a case of force majeure and does not entitle to any refund.
- 31.2. CCM LTD reserves the right to index its prices once a year, up to a maximum of 100% of the variation of the Swiss consumer price index, on the basis of the index of the month in which the contract was signed. Any modification will be notified by official letter at least 30 days in advance.
- 31.3. CCM LTD strongly encourages the client to measure the environmental impact of its event, in particular CO2 emissions via recognised tools like "myclimate". Compensation for emissions remains at the discretion of the client.
- 31.4. The Wi-Fi service provided is supplied by a third-party service provider. CCM LTD accepts no responsibility in the event of interruption, loss of data or malevolent use. The client is responsible for the security of its connected equipment and protective measures against cyberattacks.

- 31.5. The client, its service providers and their insurance renounce any appeal against CCM LTD and its partners for any damage to goods, material or persons within the 2M2C and its exterior.
- 31.6. The exterior perimeter, parking spaces, the Lilo Bar and the gardens. CCM LTD sets the limits for the use of these spaces by a written reservation. All of the general terms and conditions also apply.
- 31.7. CCM LTD and its staff, as well as any person mandated by CCM LTD, reserve the right to access the rented spaces at any time, including during the course of the event, to carry out necessary checks or interventions. These visits will be carried out as discretely as possible.

### **32. GOOD ENVIRONMENTAL PRACTICES**

- 32.1. The client is encouraged to limit, as much as possible, the environmental impact of its event by implementing the following actions (if applicable) in tandem with CCM LTD and its teams:
  - Favour the use of public transport or other means of soft mobility (train, bus, bike, car share) for participants, visitors, teams and service providers.
  - In this respect, the client puts a clear communication in place in advance intended for its public, including information for access by sustainable mobility, public transport timetables, travel plans as well as explicit encouragement to reduce the individual use of the car.
  - Reduce waste and promote recycling by limiting the use of single-use media (goodies, brochures, disposal crockery) by favouring reuseable or compostable materials, and by planning for adequate signage for the sorting of waste on site.
  - Turn off electrical equipment and lights outside of operating periods, and adapt the energy needs (heating, air conditioning, ventilation) to the real occupation of the spaces.
  - Favour local service providers (technical, catering, furniture, security etc.) to limit logistical transport and support regional economy.
  - Use recycled, recyclable or eco-certified materials for decoration, stands, signs and the layout of the spaces. The furniture or temporary facilities must be able to be reused or recycled after the event.
  - Limit superfluous promotional objects (single-use goodies, plastic bags, etc.) or replace them with sustainable and useful alternatives, in a reasonable quantity.
  - Provide a system for managing unsold food, with, if possible, a collaboration with an authorised charity or a recycling partner.
  - Make the participants aware of the environmental issues of the event, via a charter, on-site communication or dedicated visuals, to encourage good behaviour.

A document of good environmental practices is issued by CCM LTD on signing the contract. The client undertakes to take it into account in preparing, realising and monitoring its event, in accordance with the principles of the ISO 20121 standard.

Montreux, 2 June 2025