

# EAIE Community Exchange 2021 (online) Exhibitor Terms and Conditions

## 1. CONTRACTING PARTY AND ORGANISER OF THE EAIE COMMUNITY EXCHANGE

The EAIE Community Exchange: virtual conference & exhibition is an online event organised by the European Association for International Education (EAIE), PO Box 11189, 1001 GD Amsterdam, the Netherlands.

The EAIE Community Exchange is hosted on the platform of BeSpeake, a Matrix Group company.

The following General Terms and Conditions of Business (the Terms) apply. These Terms shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

## 2. ELIGIBLE PARTICIPANTS/EXHIBITORS – ACCEPTANCE

Participation in the EAIE Community Exchange is open to individual exhibitors and groups of exhibitors who are in a position to contribute directly to the subject matter of the exhibition (*ie* international higher education).

To be accepted as an Exhibitor is subject to the approval of the EAIE.

The EAIE reserves the right on a case-by-case basis to accept an application or not. There is no general right or claim to participation in the EAIE Community Exchange. The EAIE's receipt of a booking and/or payment does not constitute acceptance. Payments received from unsuccessful applicants will be returned.

Participation in the exhibition of the EAIE Community Exchange will be confirmed by the EAIE in the form of a separate and personalised confirmation sent in writing (email).

## 3. APPLICATIONS AND CONCLUSION OF CONTRACT/GROUPS OF EXHIBITORS

### 3.1 Applications

The information on the EAIE website ([www.eaie.org](http://www.eaie.org)) about the EAIE Community Exchange is provided so that interested parties may submit an application to participate. Applications must be submitted using the [online booking form](#) on the EAIE website. The submission of the application to the EAIE by clicking on the [SUBMIT] button is an irrevocable offer to enter into a contractual agreement with the EAIE.

### 3.2 Conclusion of the contract

The contract becomes binding upon submission of the booking form. The EAIE will review and confirm an applicant's participation in the EAIE Community Exchange in the form of a

separate and personalised confirmation sent in writing (email). The EAIE also reserves the right to reject applications.

The confirmation is only valid for the exhibitor named on the application form. Full or even partial transfer of the confirmed rights and obligations to a third party or parties is not permitted unless approved by the EAIE in writing (email).

### 3.3 Groups of exhibitors

Groups of exhibitors are requested to nominate a representative who will accept the responsibility and liability of the group to the exhibition management (EAIE), who has the authority to sign on behalf of the group and who will be responsible for the overall participation as an exhibitor, including uploading all the required information to the platform and distribution of the discount registration code to their staff participating in the exhibition.

### 3.4 Sharing of stands

Sharing of virtual stands of two or more individual organisations must be approved by the EAIE in writing. Exhibitors will only receive one entry in the exhibitor list per virtual stand. Should an exhibitor share their virtual stand without first gaining the permission of the EAIE (via email confirmation), this shall be grounds for dissolving the contract without notice and having the virtual stand not being displayed on the platform at the exhibitor's risk and expense.

### 3.5 Sub-exhibitors (national agencies, regional pavilions)

Sub-exhibitors are companies within groups and subsidiaries, or with their own products and their own personnel, that use the virtual stand of the main exhibitor ie national agencies and/or regional pavilions. The EAIE must be informed of each individual sub-exhibitor of the main virtual stand. Applications for sub-exhibitors will be reviewed and approved by the EAIE, who will confirm their participation in writing.

Should the main exhibitor accommodate a sub-exhibitor or a company without first gaining the permission of the EAIE (via email confirmation), this shall be grounds for dissolving the contract without notice and having the virtual stand not being displayed on the platform at the exhibitor's risk and expense. Exhibitors are not allowed to sub-lease to sub-exhibitors with the purpose of making a profit.

### 3.6 List of exhibitors on the Community Exchange platform

The details for entry in the list of exhibitors should be submitted upon registration via the exhibition booking form. The EAIE reserves the right to edit any submissions. The list of exhibitors will be showcased on the platform. The EAIE will showcase one entry per registered stand, using the data that has been submitted in the stand booking form under the 'Contact' section.

The data gathered will be treated according to GDPR regulations. Download [EAIE's Data Privacy Policy](#).

### 3.7 Staff or personnel participating in the exhibition

All participants of the EAIE Community Exchange, including exhibitors, must be registered event participants. To guarantee access and the ability to set up the exhibition stand page, exhibition staff should be registered, and the EAIE notified before 02 September. Exhibitors receive 1 x fee waiver (not applicable to sub-exhibitors) and a code that provides a discounted registration fee of **€399** (excluding VAT) for their participating exhibition staff. The code is 'exhibitor specific' and may not be shared with people outside of their organisation, unless it is a confirmed sub-exhibitor. This code is subject to a "fair use policy" and checks may be undertaken to determine it is being used correctly.

## 4. PACKAGE BENEFITS, FEES AND PAYMENT CONDITIONS

### 4.1 Package benefits and exhibition fees

The exhibition fees are as indicated below, prices are in Euro, excluding VAT:

#### Exhibitor Levels and Benefits

Elevate your organisation and build global partnerships by exhibiting at the EAIE Community Exchange. Promote your services by choosing from the virtual exhibition packages and offers below.

## EXHIBITOR LEVELS AND BENEFITS

Elevate your organisation and build global partnerships by exhibiting at the EAIE Community Exchange. Promote your services by choosing from the virtual exhibition packages and offers below.

	€3000	€4750
A dedicated profile page in the Community Exchange platform with:	✓	✓
• Your organisation logo <b>(A)</b>		
• Description of your organisation <b>(B)</b>		
• Profiles of your exhibiting staff with links for messaging and appointments <b>(C)</b>		
• Promotional video, up to two minutes in length <b>(D)</b>		
• Downloadable PDF or brochure <b>(E)</b>		
1 fee waiver to set up the stand and participate in the event	✓	✓
Reduced registration rate of €399 for your exhibition staff	✓	✓
Full access to the participant database and ability to schedule meetings with up to 16 people simultaneously	✓	✓
Post-event report with data and analytics on your page traffic	✓	✓
Pre-schedule group presentations and demos for up to 100 participants <b>(F)</b>		✓
A private meeting room for (internal) large meetings		✓
Join the 'Meet the #EAIE2021 exhibitors' session and special networking event included in the programme		✓

Please note the final design and layout may vary slightly.



## National and Regional Pavilion

Country and region updates from national agencies are poised to be a cornerstone of the 2021 Community Exchange programme. During this 20-minute session slot you can share news and trends from your region with the EAIE community and drive more traffic to your virtual stand. Your national pavilion can host 25 sub-exhibiting institutions.

## NATIONAL AND REGIONAL PAVILION

Country and region updates from national agencies are poised to be a cornerstone of the 2021 Community Exchange programme. During this 20-minute session slot you can share news and trends from your region with the EAIE community and drive more traffic to your virtual stand. Your national pavilion can host 25 sub-exhibiting institutions.

	€10,000
A dedicated profile page in the Community Exchange platform with:	✓
<ul style="list-style-type: none"> <li>Your organisation logo (A)</li> <li>Description of your organisation (B)</li> <li>Profiles of your exhibiting staff with links for messages and appointments (C)</li> <li>Promotional video, up to two minutes in length (D)</li> <li>Downloadable PDF or brochure (E)</li> </ul>	
Pre-scheduled group presentations and demos with up to 100 participants (F)	✓
Up to 25 sub-exhibitors featured on profile page (G).	
Each sub-exhibitor can have a dedicated profile page including:	
<ul style="list-style-type: none"> <li>Description of the organisation</li> <li>Organisation logo</li> <li>Profiles of your exhibiting staff with links for messaging and appointment scheduling</li> </ul>	✓
1 fee waiver in total for the pavilion to set up the stand and participate in the event	✓
Reduced registration rate of €399 for your exhibition and sub-exhibitor staff	✓
A 20-minute country update featured in the programme	✓
A private meeting room for (internal) large meetings	✓
Full access to the participant database and ability to schedule meetings with up to 16 people simultaneously	✓
Post event report with data and analytics on your page traffic	✓

Please note the final design and layout may vary slightly.



### 4.2 Payments

All fees are payable in Euro (€) and payable within 14 days of the invoice date unless an alternative date is given on the invoice. In all cases the invoice needs to be paid prior to the Community Open Day, taking place 14 September 2021. The amount due and payment methods are specified on the invoice. Payments by bank transfer as well as via credit card are accepted. The EAIE does not accept payment by cheque. If the invoice has not been paid by the deadline given on the invoice or before the EAIE Community Open Day takes place, the EAIE has the right to take the exhibitor profile page and all related content offline. Event registrations at a reduced exhibitor fee linked to this exhibitor might get cancelled and invited to register at the non-reduced fee. Exhibitors who do not utilise the full extent of their package benefits will not be relieved of the obligation of paying the full price of their exhibition package.

#### 4.3 VAT guidelines

The VAT charges are levied at 21%. In regard to reverse charge VAT, the EU rules apply.

### 5. LIABILITY AND INDEMNITY

#### 5.1 Liability

The EAIE Community Exchange is an online event. Exhibitors must ensure that they have suitable hardware and internet access in order to attend and exhibit at this event. The EAIE cannot be held responsible for issues relating to access due to technical difficulties encountered by the exhibitor or its attendees.

The EAIE has done its utmost best to arrange this online event. Online means dependence on access to networks, range of devices used, proper settings of devices used and reception of data traffic on the part of all parties involved in this online event. The EAIE, therefore, cannot and does not guarantee an unhindered course of the EAIE Community Exchange. The EAIE excludes all liability for damages of any kind related to full or partial disturbances of the exhibitor's participation in the EAIE Community Exchange.

#### 5.2 Number of attendees

The EAIE Community Exchange is an online event especially designed for the higher education community. In no case, can or will the EAIE guarantee a certain number of attendees, appointments, leads or other form of interaction between exhibitors and attendees.

#### 5.3 Indemnity

Exhibitors shall indemnify and hold the EAIE harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred, or paid by, the EAIE as a result of any claim made against the EAIE in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by the exhibitor, unless this is not attributable to the exhibitor.

### 6. FORCE MAJEURE

#### 6.1 Cancellation of the event

In the unlikely event that the EAIE Community Exchange cannot take place for reasons outside the EAIE's control or that of the exhibitor, all claims of both parties under this contract shall be void. However, the EAIE may still invoice the exhibitor for work carried out on the latter's instructions, to cover any expenses already incurred, unless the exhibitor is able to prove that the results of this work are of no interest to him.

The EAIE is not liable for any losses and/or damages exhibitors may suffer on account of any alteration or cancellation for reasons outside the EAIE's control.

### 6.2 Rescheduling of the event

If the EAIE Community Exchange should be held at a later date, the EAIE must notify exhibitors immediately. Exhibitors are entitled to cancel their participation if the event is rescheduled, provided such cancellation is given in writing within one week following receipt of the notification.

### 6.3 For events that have already commenced

If the commenced EAIE Community Exchange is shortened or cancelled for reasons beyond the EAIE's control, the exhibitor shall not be entitled to repayment or remission of the exhibitor package fees. The EAIE will do everything in its power to find a suitable solution that matches the needs of the exhibitors.

## 7. ALTERATION OR CANCELLATION

### 7.1 Cancellation by Exhibitor

Exhibitors may cancel their participation before the beginning of the EAIE Community Exchange subject to the following conditions:

7.1.1. The notice of cancellation must be declared by registered mail. The time of receipt by the EAIE of the notice will be deemed to be the date of the declaration of cancellation.

7.1.2. In case of a cancellation more than five weeks prior to the first day of the EAIE Community Exchange, 50% of the exhibition package fee is payable. In case of a cancellation later than that or if an exhibitor for whatever reason does not attend the exhibition, the full amount of the exhibition fee is payable. The EAIE reserves the right to assert further claims.

### 7.2 Withdrawal by EAIE

The EAIE is entitled to withdraw from this contract subject to the following conditions:

7.2.1. If the exhibition package fee is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted; in all cases payment is done prior to the start of the EAIE Community Exchange.

7.2.2. If the exhibitor violates the advertising regulations as stipulated in Clause 10 of these terms and conditions and does not refrain from such violation even after being requested to do so.

7.2.3. If the exhibitor no longer conforms with the requirements for being accepted as an exhibitor at the EAIE Community Exchange, or if the EAIE subsequently becomes aware of any reasons which, when they had been known before, would have excluded that person or entity from participation.

7.2.4. In all of those cases the EAIE is entitled to claim damages.

## 8. EXHIBITION STAFF ENTITLEMENTS

All participating exhibitors receive 1 x fee waiver (not applicable to sub-exhibitors) and a code that provides a discounted registration fee of **€399** (excluding VAT) for their participating exhibition staff. The code is 'exhibitor specific' and may not be shared with



people outside of their organisation, unless it is a confirmed sub-exhibitor. This code is subject to a “fair use policy” and checks may be undertaken to determine it is being used correctly. There will not be any ‘exhibitor only’ passes.

## **9. UPLOADING OF INFORMATION FOR THE ORGANISATION PROFILE ON THE PLATFORM**

Exhibitors are responsible for uploading their materials and contact details on the platform. Exhibitors will receive access to the platform ahead of the event, allowing event participants to pre-schedule meetings with exhibitors and vice versa. In order to guarantee access and editing rights, exhibition staff need to be registered for the event and the EAIE notified of their details before 02 September.

## **10. ADVERTISING**

### **10.1 Using content for advertising and marketing purposes during the EAIE Community Exchange**

The EAIE does not give permission to use any recorded, filmed, photographed, copied or otherwise collected content from the EAIE Community Exchange for advertising or marketing purposes, unless this has been specifically requested in writing and the EAIE has given their consent in writing.

### **10.2 Advertising during the exhibition**

Exhibitors may use the EAIE Community Exchange, within the agreement, to promote their own products and services while refraining from addressing or referring to the competition in any detrimental way.

Violation of these conditions will be grounds for dissolving the contract without notice and having the exhibitor profile page taken offline at the exhibitor’s risk and expense.

### **10.3 Marketing messages**

Marketing messages sent to event participants before, during or after the exhibition should not imply endorsement by the EAIE in any way nor make use of the EAIE branding without permission. Email addresses and social media handles used for marketing purposes may not incorporate the EAIE name. The EAIE online messaging system is not intended for commercial purposes and is solely for setting up meetings.

### **10.4 Political Advertising**

Any form of political advertising is strictly prohibited. The EAIE Community Exchange is politically neutral and the organisers reserve the right to remove or take offline any material that is politically controversial or liable to cause offence. Exhibitors are reminded that they are responsible for the conduct of their staff.

## **11. DATES PLATFORM IS ACCESSIBLE**

Exhibitors will be able to access the online platform to upload their information and prepare the exhibitor profile page ahead of the Community Open Day taking place 14 September.

Select sessions will be broadcast 'live' during event dates as stated below. After these programmed sessions have taken place, they will be available on-demand. The full programme will be viewable on our website <https://www.eaie.org/exchange-2021/programme.html>

Tuesday 28 September 2021  
Wednesday 29 September 2021  
Thursday 30 September 2021  
Friday 01 October 2021

Exhibitors can easily schedule meetings throughout the above event days. All meeting functions will be available 24 hours a day during the four event days. The EAIE strongly recommends using the platform for all meetings during the event dates. Meetings therefore cannot be scheduled or hosted, using external meeting platforms.

## **12. DATA PROTECTION**

The EAIE collects the data you submit through the stand booking form. The EAIE will use your personal data in accordance with applicable data protection laws for advertising purposes in connection with planned and future EAIE Conferences and Exhibitions and other similar events to be organised by the EAIE. For more information, please refer to [EAIE's data privacy policy](#).

## **13. PHOTOGRAPHY / FILMING / SCREENSHOTS**

The EAIE is entitled to take photographs or produce illustrations, films, *etc* of the EAIE Community Exchange for use in publications in connection with the EAIE's other offerings. The exhibitor grants the EAIE royalty-free, non-exclusive license to use the illustrations, films, photographs, *etc* of their participation in the EAIE Community Exchange in any media for publicity, advertising, trade or promotion purposes in connection with the EAIE Community Exchange or any future EAIE activity.

## **14. ACCEPTANCE**

The exhibitor accepts, also on behalf of his employees and agents, these terms and conditions.

## **15. Alignment with EAIE guidelines**

The EAIE reserves the right to refuse a potential Exhibitor for any reason including but not limited to a product, service or business practice that is not consistent with the EAIE's mission and vision.

All use of the EAIE corporate and conference logos must be approved by the EAIE. The agreement is not and should not be considered as endorsement by the EAIE of the exhibitor and its products and services.

The sponsor shall refrain from harming the interest and/or image and/or aim of the EAIE during this agreement and 2 years after this agreement has ended. This includes a



prohibition to promote oneself in any manner via the EAIE and its future events without a prior approval or agreement with the EAIE.