

INVENTIONS GENEVA EVALUATION DAYS 2021

Event Regulations

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ART 1: ORGANISATION

The Inventions Geneva Evaluation Days 2021 (hereinafter IGED or Event) is organised by PALEXPO SA (hereinafter the Organiser), company whose goal is to own, to manage and to operate the exhibition and congress center of Geneva / Switzerland (hereinafter PALEXPO).

The IGED is a digital event replacing the 2021 edition of the International Exhibition of Inventions Geneva due to the health crisis caused by COVID-19.

ART 2: CLASSIFICATIONS

2.1 Classifications of inventions

The classes of inventions are the following:

- A: Mechanics – Engines – Machinery – Tools – Industrial processes – Metallurgy;
- B: Watchmaking – Jewellery – Machinery – Tools;
- C: Computer sciences – Software – Electronics – Electricity – Methods of communication;
- D: Building – Architecture – Civil Engineering – Construction – Materials – Woodworks;
- E: Sanitation – Ventilation – Heating;
- F: Security – Rescue – Alarm;
- G: Ironmongery – Do It Yourself;
- H: Furnishing – Interior architecture;
- I: Domestic science – Restaurant equipment;
- J: Commercial, industrial and office equipment;
- K: Agriculture – Horticulture – Gardening;
- L: Clothing – Textiles – Machines and accessories;
- M: Medicine – Surgery – Orthopaedics – Material for disabled;
- N: Optics – Photography – Cinematography - Eyewear;
- O: Teaching methods and materials – Musical Instruments – Art materials;
- P: Transport – Moto vehicles – Ships – Aviation – Accessories;
- Q: Foodstuffs – Drinks – Cosmetics – Paramedical – Health – Hygiene;
- R: Sport – Leisure;
- S: Practical novelties – Presents;
- T: Publicity – Printing – Packaging;
- U: Games – Toys;
- V: Protection of the environment – Energy.

The inventions will be classified in one of the above classes and the Organiser alone shall decide in which classes they shall be placed.

The official IGED catalogue is published exclusively in electronic format on the Event's website.

2.2 Presented inventions

An invention may only be presented once at the IGED, respectively at the International Exhibition of Inventions Geneva, unless improvements and substantial modifications have been made to the invention.

Inventions have to be presented in the form of prototypes.

ART 3: ENTRY FORM – CONTRACT

3.1 Formalities

The IGED is open to inventors, corporations, businesses, promoters, associations, universities as well as private and state organisations showing inventions already protected by intellectual property rights.

Individuals or legal entities (corporations and organisations) who would like to participate in the IGED 2021 must register by means of the PDF Entry Form. The deadline for the applications is 2nd February 2021. After this date, subject to availability, the requests for participation that would be accepted will be taken into account with a 10% increase in the participation fee.

The Entry Form must be submitted by e-mail by the Participant, duly completed, before the expiry of the registration deadline set out in the latter and/or these Regulations.

The Participant must complete a separate Entry Form for each invention he/she/it wishes to present, as not more than one invention may be included on each Form.

Under no circumstances returning the Entry Form constitutes an automatic right to participate in the Event. The Entry Form will be provisionally registered by the Organiser, who will evaluate it in particular by applying the criteria specified in Article 4 of these Regulations.

The Participant is solely responsible for the legal status of his/her/its invention and any formalities to be performed so that the invention can be presented as part of the Event.

3.2 Legal status of the Entry Form

The Entry Form has the status of a firm offer to contract when the Participant submits it. The Entry Form then acquires the status of a contract once it has been registered and confirmed in writing to the Participant by the Organiser (Article 4.4).

By submitting the Entry Form, the Participant:

- Undertakes to participate in the Event;
- Undertakes to abide by the articles of these Regulations, the conditions of the Entry Form, the tariff conditions and any other contractual document which might bind him/her/it to the Organiser;
- Undertakes to pay the amount due (Article 6) even if, for any reasons whatsoever, he/she/it subsequently decides not to take part in the Event. Every subsequent amendment to or revocation of the Entry Form shall be governed by the provisions of Articles 5 and 7 of these Regulations;
- Acknowledges that he is personally liable for the payment of expenses incurred by the Organiser or by third parties for equipping his stand or for any other service connected with his participation in the event;
- Accepts, unless the Organiser is notified to the contrary, that the information concerning his/her/its personnel and his/her/its corporation may be processed for statistical and promotional purposes by the Organiser or a third party commissioned by the Organiser. The Participant shall take the necessary measures to ensure that such processing of information is compliant with the applicable regulations.

ART 4: EVALUATION OF THE ENTRY FORM AND CONDITIONS OF ADMISSION

4.1 Main selection criteria

All Entry Forms submitted by the different Participants will be examined by the Organiser and the Event Committee, who will make the selection based mainly upon the following criteria:

- The conformity of the presented objects and services with the classifications referred to in Article 2;
- The payment of the amount due (Article 6).

4.2 Conditions of Participation

Only the Organiser shall take the final decision as to whether or not to admit individuals or corporate entities. It may reject any Entry Form without having to state the reasons.

No transfer of the relationship resulting from Entry Form, as applicable accepted by the Organiser (whether it is a transfer, a sub-participation or any other form of association with any third party), is excluded.

No claims by Participants or third parties regarding the admission or non-admission of individuals or corporate entities will be admitted.

4.3 Refusal of admission

The Organiser may refuse admission in particular in the following cases:

- If it appears that the Participant who wishes to register creates any risks for the good order of the Event, the reputation or any material of the Organiser;
- Failure by the Participant to comply with one or more obligations he/she/it has vis-à-vis the Organiser or an affiliated entity of the latter, in particular if he/she/it does not meet his/her/its financial obligations.

Refusal of admission shall be notified to the Participant by e-mail, no later than 30 days after receipt of the Entry Form dully completed. In addition, the Organiser may also refuse admission if any relevant information turns out to be inaccurate.

Refusal of admission cannot entail any consequence for the Organiser other than the reimbursement of any sum already received. Under no circumstances will the Organiser be liable for any damages whatsoever.

4.4 Admission acceptance

Acceptance of the Entry Form shall be notified by e-mail to the Participant (or to the delegate) by the Organiser. This notification constitutes the acceptance of the Participant by the Organiser, as a Participant to the Event, subject to the effective and full payment of the amount due to the Organiser (Article 6). Any prior communications between the Organiser and the Participant (letters or any other documents) cannot, under any circumstances, be deemed to constitute acceptance.

ART 5: CANCELLATION OF THE CONTRACT

5.1 Cancellation by the Organiser

If it turns out that the conditions for admission are not met, or cease to be met, or if it turns out that admission was granted on the basis of inaccurate information or data, the Organiser may cancel the Participant's admission at any time without giving rise to any other payment than the possible reimbursement of the amounts received. Under no circumstances may the Organiser be held liable for any damages whatsoever.

The Organiser is not obliged to state the reasons for its decision.

5.2 Cancellation by the Participant

The Participant (whose admission has been accepted by the Organiser) who wishes to terminate the contract that binds him/her/it to the Organiser is required to announce this without delay, by e-mail to the person in charge of admissions within the Organiser (e-mail address mentioned at the end of these Regulations).

The Participant terminating such contract, however, is not thereby released from his/her/its commitments. He/she/it remains liable for:

- The total amount of the registration fees;
- Any ancillary expenses.

ART 6: FINANCIAL TERMS

6.1 Registration fees (per invention)

- Private inventors whose invention is not yet commercialised: CHF 750
- Corporations, private and State organisms as well as Private inventors who exhibit under a corporation name or whose patent is registered in the name of a corporation or the commercialisation of the invention has already started: CHF 1,530

6.2 Terms of payment of registration fees

Payment of the fees set out in Article 6.1 must be made within the time specified on the invoice.

The Organiser must be in possession of payment or documentary evidence of payment by no later than 10 days prior to the beginning of the Event, failing which the Organiser is entitled, without specific prior notice and/or notification, to deny the Participant access to the Event (despite formal notification of acceptance).

ART 7: INVOICES, VAT, PAYMENTS, AND COMPLAINTS

7.1 Invoices and terms of payment

The Organiser's invoices are payable within the time specified on the invoice and without discount. Payments must be made in Swiss francs (CHF) and by payment to the bank account(s) mentioned on the invoices or by credit card.

7.2 Swiss value-added tax (VAT)

The Organiser's services are subject to VAT unless an exemption is granted by virtue of Articles 143 to 150 of the Ordinance on VAT (OVAT dated November 27th, 2009). The services rendered to Participants domiciled outside Switzerland are also subject to VAT, since it is the place of execution of the service, (i.e. Switzerland) which is the determining factor. However, such Participants have the option, subject to certain conditions, to apply for reimbursement of these taxes.

VAT is applied/payable at the rate of 7.7% (subject to modification).

Unless otherwise specified, the prices quoted in these Regulations do not include VAT.

ART 8: CATALOGUE

The Organiser has the exclusive right to publish the official catalogue, which will be published on the website of the Event, and also reserves the option of publishing other printed matter.

The catalogue entry is free of charge and is compulsory. Participants are required to supply the information necessary for their registration and for their inclusion in the official catalogue, upon receipt of the appropriate form.

The Organiser declines any responsibility for entries which contain errors, are incomplete or are not submitted.

ART 9: RESPECT OF TRADEMARKS

The Participant (as well as all persons linked to he/she/it) are bound to respect the trademark, the graphic charter and the logo of the Event, respectively (to the extent applicable) of the International Exhibition of Inventions Geneva and of the Organiser PALEXPO SA.

ART 10: RESPECT OF RIGHTS OF INTELLECTUAL PROPERTY

10.1 Intellectual Property

The Participant must observe the rights of intellectual property (patents, designs, topographies, copyrights, trademarks, graphic charters, logos, etc.) of other Participants as well as those of the Organiser PALEXPO SA.

Participants are particularly bound to observe the use of the trademark, the graphic charter and the logo of the Inventions Geneva Evaluation Days 2021.

By submitting the Entry Form, the Participant specifically consents, for the entire IGED 2021 period, to submit any dispute or claim arising during, and/or in connection with, the Event and based on, arising from or related to, intellectual property rights (except patents) on the objects exhibited through the "Fast-Track procedure for settling intellectual property disputes for trade fairs at Palexpo", provided that these rights are protected in Switzerland.

The fast-track procedure was developed in collaboration with the Arbitration and Mediation Centre of the World Intellectual Property Organization (WIPO). Its main purpose is to protect Participants and third parties against counterfeit products.

ART 11: FORCE MAJEURE

For imperative reasons or in the event of force majeure (*), the Organiser is entitled to postpone the holding of the Event, to shorten or extend its duration or to cancel it without Participants being entitled to withdraw or to claim any compensation.

In the event of cancellation by the Organiser in case of force majeure, the amount of the registration fees will be reimbursed to each Participant. Conversely, the Participants may not claim any compensation for the non-performance of the Event.

Any cancellation by a Participant in case of force majeure (*) must be notified in writing to the Organiser as shortly as possible, mentioning the existence of the impediment and its consequences upon his/her/its ability to take part.

If the Participant is prevented from taking part due to force majeure, the cost of the registration fees will be reimbursed.

(*) Force majeure cases: any external, unforeseeable and extraordinary event, independent of the will of the relevant parties, beyond their control and unavoidable by such parties, despite all possible reasonable efforts such as, for example, unforeseeable political, natural, economic or health-related events. Influenza epidemics or any other similar health-related disorders are not considered to be force majeure, unless the Event is prohibited by a decision of the authorities. The health situation linked to Covid-19 is considered to be a case of force majeure (provided that it effectively prevents the holding of the Event and/or the effective participation of the Participant).

ART 12: CANCELLATION OF THE EVENT

In the event that the Organiser should decide not to hold the Event for any reason whatsoever but which does not constitute a case of force majeure, the amount of the registration fees will be reimburse to the Participants, without the Participant being able to claim any entitlement to any compensation whatsoever as a result of the non-performance the Event.

ART 13: SETTLEMENT OF DISPUTES

In the event of a dispute, and prior to any procedure, the Participant undertakes to submit his/her/its complaint to the Organiser before the end of the Event. The Organiser will render a decision together with the Event Committee.

ART 14: EVENT REGULATIONS

Should the content of these Event Regulations give rise to differences of opinion in its interpretation, the French version shall prevail. All verbal agreements, individual authorisations and special regulations require written confirmation. The Organiser reserves the right to enact special regulations which will take precedence over these Regulations.

ART 15: APPLICABLE LAW AND JURISDICTION

Swiss law is exclusively applicable.

For any dispute that could not be settled amicably, the parties acknowledge the exclusive jurisdiction of the ordinary Courts of the Republic and Canton of Geneva, subject to appeal to the Federal Tribunal.

INVENTIONS GENEVA EVALUATION DAYS
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The French version of these Regulations shall prevail.

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