



General terms and conditions participants

Vakantie Festival 2026
Brabanthallen, 's-Hertogenbosch
February 5-7, 2026

Version: 21-05-2025

Introductory provisions

The event is conducted under the 'General Conditions of Holiday Festival'. In addition, the House Rules of the Brabanthallen are also applicable. The conditions are purely and only applied to the legal relationship between the Organizer and Exhibitor. Deviation from these conditions is only possible if confirmed in writing by Vakantie Festival B.V. and/or the Brabanthallen. The validity of any general terms and conditions used by the (co-)exhibitor/participant is excluded.

Article 1 - Definitions.

1. **General Terms and Conditions:** These terms and conditions apply to all agreements between the Organizer and the Exhibitor regarding participation in the Holiday Festival; booth space and any additional products and services.
2. **Organizer:** Vakantie Festival B.V. The organization responsible for the planning, promotion and execution of the Vakantie Festival.
3. **Exhibitor:** The natural or legal person who concludes a participation agreement with the Organizer.
4. **Site Manager:** The owner or operator of the location where the Holiday Festival is held, responsible for the management and rental of the exhibition facility.
5. **Fair Accommodation:** The space in which the Holiday Festival takes place, managed by the Venue Manager.
6. **Participation contract:** The agreement signed by both parties regarding the agreed participation (with at least the type of participation, size of stand space, participation costs, location) in the Holiday Festival and in which exhibitor declares to have taken note of and agree to the applicability of these general terms and conditions and the terms and conditions of the Brabanthallen. Organizer reserves the right to reject the registration based on the agreement without giving reasons.
7. **Stand Space:** The exhibition area (in m2) allocated to Exhibitor by the Organizer within the Exhibition Facility.
8. **Participation Fee:** The costs payable by the Exhibitor to the Organizer for exhibition participation.
9. **Co-Exhibitor:** A party presenting itself within an Exhibitor's booth space without itself having a direct agreement with the Organizer.
10. **Logistics Suppliers:** the logistics event partners/suppliers designated by the Organizer and/or Venue Manager for the Holiday Festival, including E.A. Exhibitions BV and Valverde Event Solutions.

11. Exhibitors' Manual: The manual drawn up by the Organizer - in consultation with the Venue Manager and EA Exhibitions - containing, among other things, all rules, regulations and protocols relating to stand construction, set-up and take-down, logistics, code of conduct and other matters related to the event.

Article 2 - Agreement of participation

1. The participation agreement means that the Organizer, upon payment of a participation fee, provides booth space to the Exhibitor for the duration of the Holiday Festival.
2. The Organizer is responsible for the allocation of booth space, but actual availability and facilities are managed by the Venue Manager.
3. The Exhibitor declares to be fully responsible and liable for the fulfilment of all obligations and consequences arising after signing the binding participation agreement.
4. Any additional services or facilities offered by the Venue Manager, such as, for example, power supply, internet or catering, are beyond the responsibility of the Organizer.
5. Any additional services or facilities offered by Logistics Suppliers, such as, for example, optional stand construction, stand furnishing, transport (services) and storage, are beyond the responsibility of the Organizer. Any purchase of these services is subject to the additional terms and conditions of the individual suppliers.
6. The Exhibitor is not entitled to transfer all or part of its booth space to third parties without the prior written consent of the Organizer.
7. Co-exhibitors must register with the Organizer and are subject to the same terms and conditions as Exhibitors.

Article 3 - Dates, times and location

1. The dates and times of the Holiday Festival and set-up and take-down are determined by the Organizer, in cooperation with the Venue Manager.
2. Changes in the exhibition dates, times or location may occur due to circumstances beyond the control of the Organizer. IN the event of one or more of these changes, the Participation Agreement will remain in full force and effect.
3. The Exhibitor cannot claim compensation for costs or damages resulting from a change in dates, times or location as reported in paragraph 3.2.
4. The Venue Manager may adopt specific house rules with which all Exhibitors must comply.
5. Exhibitor is required to comply with all applicable laws and regulations, including temporary measures related to an epidemic/pandemic or other health crisis. The Organizer may issue additional instructions and guidelines regarding compliance with relevant laws and regulations, which Exhibitor is obligated to follow.

6. If Exhibitor fails to comply with the obligations of paragraphs 4 and 5 of this article, Organizer may deny the Exhibitor access to the Holiday Festival and/or terminate participation, without Exhibitor being entitled to any refund of participation fees or compensation for damages.

Article 4 - Layout, booth space and pricing.

1. The Organizer shall determine the layout of the Fair and the allocation of booth spaces.
2. During established dates and times of the Holiday Festival, the Exhibitor is entitled to the booth space as stated in the signed participation contract. The location, area and type of booth space specified therein are binding.
2. The Organizer shall make every effort to allocate suitable booth space to the Exhibitor, but reserves the right to make changes in the layout of the exhibition floor, locations of exhibitors and to (re)group them if necessary.
3. Any conditions, rules and restrictions imposed by the Organizer or Venue Manager on booth construction or set-up must be complied with by the Exhibitor.
4. Exhibitors shall comply with regulations regarding height, dimensions, arrangement and finish of the booth space and any required appearance and decoration of the booth space.
5. The Exhibitor Handbook, containing all rules, regulations and protocols regarding stand construction, set-up and take-down, logistics, code of conduct and other matters related to the event, is an integral part of these Terms and Conditions.
6. Organizer, Venue Manager and Logistics Suppliers reserve the right at all times to make price adjustments for its products and services (including the pricing of products and services in the webshop(s)).

Article 5 - Terms of payment

1. Payment of participation fees must be made within the time limit set by the Organizer. This includes: 30% immediately upon agreement to participate, the remainder by December 1, 2025.
2. In case of late payment, the Organizer reserves the right, upon written notice, to cancel the Exhibitor's participation without refund. In this situation the Exhibitor remains responsible to pay the full participation fee, and all other costs owed to Organizer of any additional services booked. No claim can be made for reimbursement of costs incurred and/or damage suffered in any sense whatsoever as a result of the termination of the participation contract. Any (extra)judicial collection costs shall be borne by the Exhibitor.
3. Charges for additional services ordered through the webshop and provided by the Venue Manager or Operational Suppliers (E.A. Exhibitions & Valverde Event Logistics) will be invoiced separately by the relevant party or parties.

4. If unforeseen circumstances occur after the conclusion of the agreement which result in the total costs of organizing the Holiday Festival increasing by more than 15%, the Organizer is entitled to pass on this cost increase proportionally to the Exhibitor. If the Exhibitor's participation costs increase by more than 50% on this basis, the Exhibitor shall have the right to terminate the agreement in writing within 14 days of the notice of the pass-through.

5. All payments shall be made without set off or deduction of costs, unless otherwise agreed in writing.

Article 6 - Cancellation and dissolution

1. Cancellation by the Exhibitor must be in writing and is possible only under the following conditions:

- Cancellation up to 7 months before start: 30% of participation fee due.
- Cancellation between 7 and 4 months prior to start: 60% due.
- Cancellation within 4 months prior to start: 100% due.

2. In the event of force majeure or a ban on organization by local and/or national government policy (e.g. pandemic), the Organizer reserves the right to reschedule the event to a later date, without being liable for any financial loss in doing so. Paid participation fees will be carried in full to the new date. There is in any case - but not exhaustively - 'force majeure' if the Holiday Festival cannot take place due to the (actual) consequences of a war, terrorist attack, pandemic, natural disaster and/or a strike on the part of Organizer, the Venue Manager or Operational Suppliers.

3. If the Exhibitor fails to fulfil the obligations of these General Conditions, the Organizer may terminate the agreement without refund of participation fees.

Article 7 - Stand use and commerce

1. Exhibitors may exhibit only items and services relevant to the Holiday Festival.

2. It is not permitted to promote or sell products outside the booth space without written permission from the Organizer.

3. Use of audio-visual equipment must not interfere with other exhibitors.

4. The Venue Manager may impose additional rules regarding security and use of the exhibition facility, both during the event and during set-up and take-down.

5. Exhibitors must keep their booth manned and neat throughout the exhibition period. Exhibitor is required to clean their own booth area daily during the event.

Article 8 - Catering & additional services

1. Catering at the Exhibition Venue is the responsibility of the Venue Manager or their designated supplier.

2. Exhibitors are permitted to offer small refreshments (samples/tasting) without charge to visitors only after written permission from Organizer and Venue Manager, provided that they comply with all hospitality rules and requirements of the Venue Manager. The sale of refreshments from the booth area is not permitted, unless otherwise agreed with Organizer and Venue Manager.

3. Provision of alcoholic beverages is permitted only with the written consent of the Organizer and Venue Manager and in accordance with legal requirements.

4. Organizer offers, through webshop or direct channels, in cooperation with Venue Manager and Logistics Suppliers, additional products and services. These General Terms and Conditions also apply to additional products and services ordered, unless otherwise provided. If other parties/suppliers are engaged for this purpose, the General Terms and Conditions of these parties/suppliers do not apply, unless otherwise provided.

Article 9 - Construction and dismantling, transport and waste disposal

1. The Exhibitor must comply with the times set by the Organizer and Venue Manager for set-up and take-down.

2. The Exhibitor is himself responsible for the transport and receipt of goods on location for the purpose of his participation in the event. Organizer, Venue Manager and Logistics Suppliers are not liable for this and any resulting damage, unless otherwise agreed in writing.

3. Waste and residual materials must be disposed of by the Exhibitor himself and at his own expense according to the guidelines of the Site Manager.

3. Damage to the exhibition facility or materials left behind may result in additional costs, which will be charged to the Exhibitor.

4. Uncollected materials after the dismantling time may be removed by the Organizer at the Exhibitor's expense.

Article 10 - Liability

1. The Exhibitor is responsible for insurance of its goods and personnel.

2. The Organizer is not liable for direct and indirect damage, loss or theft of property of the Exhibitor, unless such damage is caused intentionally or through gross negligence on the part of the Organizer.

3. The Organizer's liability in all cases is limited to the amount of the participation fee, which Exhibitor has paid.

4. Any damage caused to the exhibition accommodation or third parties by the Exhibitor shall be entirely borne by the Exhibitor. If a co-exhibitor of the Exhibitor causes such

damage, the co-exhibitor and the Exhibitor shall be jointly and severally liable for the compensation thereof.

5. The Site Manager may have its own terms and conditions for liability and security.

6. Exhibitors shall indemnify the Organizer against all third-party claims as a result of their exhibition participation and the exhibition participation of any co-exhibitors.

Article 11 - Privacy and data protection

1. The Organizer and Exhibitors must process personal data in accordance with the General Data Protection Regulation (GDPR).

2. Visitor data may be collected and used only for the purpose for which it was provided.

3. The Organizer is not responsible for privacy breaches by individual Exhibitors.

Article 12 - Intellectual Property Rights (IP).

1. All IP rights relating to the Holiday Festival, including but not limited to the name, logo, corporate identity, concept, website, and all promotional materials, are held exclusively by the Organizer or its licensors. The performance of the agreement does not constitute a transfer of any of Organizer's IP rights unless expressly agreed in writing.

2. The Exhibitor is not permitted to use the IP rights of the Organizer without the prior written consent of the Organizer, except as expressly permitted in these Terms and Conditions or in a written agreement between the Organizer and the Exhibitor.

3. The Exhibitor may use the Holiday Festival logo and name in its own communications solely for the purpose of announcing its participation in the Holiday Festival, and only according to the guidelines provided by the Organizer.

4. The Organizer and third parties engaged by it are entitled to make photo, video and sound recordings in and of its booth space during the Holiday Festival. These recordings may be used by the Organizer for promotional purposes.

5. The Exhibitor warrants that it is the owner of all IP rights to the materials it exhibits or otherwise uses during the Holiday Festival, or that it has permission from the owner to use such materials. The Exhibitor shall indemnify the Organizer against all third-party claims relating to any infringement of IP rights.

6. If the Exhibitor infringes on the IP rights of third parties during the Holiday Festival, the Organizer shall have the right to remove (or have removed) the infringing materials or to close the booth (or have it closed), without the Exhibitor being entitled to any compensation.

Article 13 - Social media and communication

1. The Exhibitor may communicate via social media about its participation in the Holiday Festival, provided this is done in line with the objectives and image of the Holiday Festival.
2. The Exhibitor must refrain from expressions through social media or other channels that may damage the reputation of the Holiday Festival, the Organizer, other Exhibitors or the Venue Manager.
3. Exhibitor may not spread misleading or inaccurate information on social media about the Holiday Festival or its participation therein.
4. The Organizer has the right to require the Exhibitor to remove certain posts or expressions via social media or other channels if, in the Organizer's opinion, they violate these terms and conditions or may otherwise be harmful to the Holiday Festival.
5. The Organizer is entitled to use the name, logo, trademarks and/or other distinguishing marks of the Exhibitor and/or its licensor(s) as part of the promotion of the Holiday Festival, which also applies to photographs and videos taken during the Holiday Festival. The Organizer shall owe no compensation to the Exhibitor for this.

Article 14 - Other provisions

1. In cases not provided for in these General Terms and Conditions, the Organizer shall decide.
2. Dutch law applies to this agreement.
3. Disputes will preferably be resolved by mutual agreement. If this is not possible, disputes will be submitted to the competent court in the Netherlands.
4. By agreeing to these terms and conditions, Exhibitor also agrees that the House Rules of the Brabant Hallen apply to the services of Holiday Festival and that he is bound by them. These terms and conditions can be found here: <https://www.brabanthallen.nl/wp-content/uploads/2024/10/Huisregels-BBH-MS-Juli-2024.pdf>