



# ESC CONGRESS 2012

Munich, Germany • 25 August - 29 August 2012

**Please return this form to:**  
 Industry Services Department  
 The European Heart House, 2035 Route des Colles, Les Templiers - BP 179  
 06903 Sophia Antipolis Cedex, France  
 Tel: +33 (0)4 92 94 77 55 - Fax: +33 (0)4 92 94 76 26  
 E-mail: [exhibition@escardio.org](mailto:exhibition@escardio.org)

## EXHIBITION SPACE APPLICATION FORM

- Accrued points priority will be applied to requests received before 13 January 2012.
- Accrued Points listing for 2012: Companies holding sufficient points to be in the first 20 positions should apply before 1 December 2011.
- Complete in Microsoft Word to avoid misinterpretations & spelling mistakes. If handwriting, use block capitals to avoid errors.
- Only signed forms with valid credit card details will be accepted.
- For applications received after 31 March 2012, a late fee applies: 447 euros per m<sup>2</sup> for industry and 300 euros per m<sup>2</sup> for publishers, booksellers and food / nutrition specialists (excluding VAT).
- Companies applying for stand space after 30 April 2012 will not be included in official publications such as the Final Programme.

### 1. COMPANY NAME & ADDRESS The company name & address as it should appear in official listings, e.g. "Final Programme" and exhibitor badges (maximum 25 characters). Please follow the format below for tel & fax numbers.

Name:		
Contact Person:		
Address:		
Postal code:	City:	Country:
Tel: + (country) (city) (number)	Fax: + (country) (city) (number)	
Email :		

### 2. CORRESPONDENCE NAME & ADDRESS If the correspondence address above is different from the official address. This named contact will receive exhibitor documentation (including Update by email in June).

Name:		
Contact Person:		
Address:		
Postal code:	City:	Country:
Tel:	Fax:	Email:

### 3. COMMUNICATIONS AGENCY If you have appointed a third party to act on your company's behalf.

Name:		
Contact Person:		
Address:		
Postal code:	City:	Country:
Tel:	Fax:	Email:

### 4. PREVIOUS CONGRESS PARTICIPATION If your company exhibited under a different name previously or has since merged with another.

Details:	
----------	--

### 5. FIRST TIME PARTICIPANT? A description of your company and promoted products / services is required. ESC reserves the right of admission.

Details:	
----------	--

## 6. PREFERRED STAND LOCATIONS, SIZE, DIMENSIONS

- Price €407 per m<sup>2</sup>, reduced price for publishers, booksellers and food / nutrition specialists (excluding VAT) €270 per m<sup>2</sup> for applications received before 31 March 2012.
- From 1 April 2012, price rises to €447 per m<sup>2</sup> for Industry and to €300 per m<sup>2</sup> for publishers, booksellers and food / nutrition specialists (excluding VAT).
- For fixed booth structures which cannot be modified in size, it is important to note the dimensions required. Note this is likely to limit the choices available.

Location	1 <sup>st</sup> choice:	2 <sup>nd</sup> choice:	3 <sup>rd</sup> choice:
Size requested	Length in metres:	Depth in metres:	Area in m <sup>2</sup> :
Height requested:	Publishers' Row :      Yes <input type="checkbox"/> No <input type="checkbox"/>		

Notes:

**7. EMERGING TECHNOLOGY SHOWCASE AREA (ETSA).** Open to first time applicants meeting specific requirements outlined in chapter 2 of the Guidelines for Industry Participation for this event. Cost €2000 + VAT. Note that ETSA exhibits are positioned by ESC and share an ESC visual identity.

Yes, I would like to apply for ETSA ☐      Product name:

**8. STAND SELECTION CRITERIA** In case requested stands are no longer available, indicate which is **most** important to you.

Location:      Yes <input type="checkbox"/> No <input type="checkbox"/>	Size:      Yes <input type="checkbox"/> No <input type="checkbox"/>	Other:
---	---	--------

**9. STAND LOCATION – PROXIMITY TO COMPETITORS** List any exhibitors you **do not wish** in proximity to your booth, by company name.  
*Note that we cannot prevent companies assigned after yours from being located in your neighbourhood.*

1.	2.	3.
4.	5.	6.

**10. ADDITIONAL FLOOR SPACE FOR MEETING SPACE / STORAGE** Separate from your principle exhibit, this area may be used to construct a room with fabric ceiling.

Storage required	<input type="checkbox"/> Yes <input type="checkbox"/> No      Area m <sup>2</sup> :
------------------	---

**11. AISLE CARPETING** Where 2 adjacent booth areas have been requested, an exhibitor may lay their own carpet in the connecting aisle *subject to our guidelines*. Price is €101.75 per m<sup>2</sup> covered. Carpeting may also be reserved after the initial stand allocation process.

Between stand locations      &	Number of m <sup>2</sup>
--------------------------------	--------------------------

**12. PRODUCTS / SERVICES** List products / services to be exhibited at ESC CONGRESS 2012.


**13. PRODUCT CATEGORY LISTING** Select up to three categories to be listed under. Where more than three are selected, the first three will be used in publications.

Angiographic Viewers	1	Defibrillators	10	Instrumentation	19	Protheses/Valves/Pumps	28
Angioplasty	2	ECG Equipment	11	Invasive Monitoring/Test.	20	Publishers/Books/Journals	29
Blood Pressure Measurement Equip.	3	Echocardiography Equip.	12	Marketing Research	21	Pulmonary Function	30
Catheter Equipment	4	Education, Teaching Aids	13	Non-invasive Monitor./Test.	22	Recruitment	31
Clinical Database & Research	5	Electrophysiology	14	Non-profit Organization	23	Rehabilitation Centers	32
Clinical Laboratory & Testing Services	6	Exercise Equip. & Testing	15	Pacemakers	24	Stents	33
Computed Tomography	7	Food Service & Nutrition	16	Patient Monitoring System	25	Supplies	34
Computers	8	Holter Equipment	17	Pharmaceuticals	26	X-Ray Equipment	35
Contrast Media	9	Imaging	18	Physician Practice Services	27	Others(please specify below)	36

Others: \_\_\_\_\_

Category Number(s):

**14. INVOICING DATA : \*Please see section 4 of the general terms of agreement\***

1. Only one invoice address may be used (if an invoice is subsequently requested using a different address, a €70 admin. fee will be charged).
2. In all cases a credit / charge card number must be supplied as payment guarantee.
3. In the event that an invoice remains unpaid after a settlement date, the ESC reserves the right to deny access to the Congress.

Company name or agency to be invoiced:

Company VAT number (if not supplied, German VAT will be charged):

Purchase Order number:

Contact person:

Address:

Postal code:

City:

Country:

Tel:

Fax:

Email:

Payment will be made by bank transfer (details will be given on the invoice) or by credit card (please fill in the following information) to ESC.

☐ Visa

☐ Euro card

☐ Amex

Credit / Charge Card N°:

Expiry Date:

Cardholder's name:

**15. AGREEMENT** I hereby agree to be bound by the ESC CONGRESS 2012 - GUIDELINES for INDUSTRY PARTICIPATION and all conditions expressed therein. A summary of the general terms of application are attached to this document.

Date:

Contact Name:

Signature:

**16. MISCELLANEOUS** To add other information relevant to your application, please note it here.

"You have personal data which is, according to the Law on data processing and Civil Liberties 78-17 of 6 January 1978, registered with the ESC. You have the absolute right to access, amend and oppose any use of this personal data by contacting (in writing) the ESC National Society and Member Relations Department at the above-mentioned address. Unless otherwise informed, the ESC may send you information about its activities from time to time."

## EXHIBITION SPACE APPLICATION FORM - GENERAL TERMS OF AGREEMENT

The following conditions of participation refer to allocation of exhibition space by the ESC to organisations exhibiting at ESC CONGRESS 2012 insofar as the contractual partners do not reach contrary agreements in writing. These conditions are available in French language upon request.

### 1. Establishment of Rental Agreement

Application for a stand is made by filling in and returning the "Exhibition Space Application Form". Companies in the top 20 positions within the accrued point's statement for 2011 must submit applications by 1 December 2011. Remaining point's holders must submit applications by 13 January 2012 to benefit from accrued points status. Applications received after 31 March 2012 will be subject to a late fee (m<sup>2</sup> rental price after this date is 447 euro for Industry, 300 euro for Publishers, Booksellers and Food / Nutrition specialists).

Only signed application forms will be taken into consideration. By signing the application form, the company accepts the conditions contained in the Guidelines for Industry Participation and any supplementary provisions. Please note that an application fee will apply at reception of the stand space application form, for more details see terms of payment section 4. Confirmation of the allocation of a stand by the ESC in writing constitutes establishment of the rental contract between the Exhibitor and the ESC. A stand assignment and an invoice will be sent to the Exhibitor by mail. The date on the stand assignment is considered to be the date of stand allocation. If the contents of the stand assignment deviate from the contents of the Exhibitor's application, the contract is based on the stand assignment issued by the ESC unless the Exhibitor protests in writing within two weeks after the date mentioned on the stand assignment.

**IMPORTANT: For companies in the top 20 ranking of the Accrued Points System for 2012, applications should be received & location preferences confirmed by 1 December, 2011 to receive the benefit of accrued points in selecting a stand space.**

### 1.2 Appointed Representatives

If an exhibiting company wishes to appoint an agent to conduct its affairs at ESC CONGRESS 2012, the agent should be identified on the application form or separately in writing from a responsible person. Once appointed, the actions and communications of this agent will be treated as though coming from the exhibiting company. Contractual responsibility remains with the exhibitor.

## 2. ASSIGNMENT OF SPACE

Stands will be assigned following the accrued point system if received by 14 January 2012. The points will be awarded according to participation in the past four ESC Congresses. Relative position on the list will define the order in which order requests for stands, symposia, hotel rooms and other Congress items are processed.

When an equal number of points are held by two or more companies, stands will be assigned according to:

- Order of receipt of the application forms and payment of the first installment
- Size of space requested
- Additional sponsoring activities
- Nature of goods

### 2.1 Procedure

At each exhibitor's turn for stand assignment, every effort will be made to:

- Offer the first, second or third choice made on the stand application subject to availability
- Offer a real time selection of what is available at the time of assignment

**To ensure every exhibitor has a chance to choose an appropriate location, stand offers are valid for 48 hours unless the offer makes it clear that a space is freely available. For this reason, please supply a reliable contact telephone number for an appropriate decision maker within the exhibiting company.**

### 2.2 Payment Deadlines

Stands will be assigned only if the application fee has been paid.

Stand assignments will be cancelled automatically if the stand rental has not been paid within the given time period. In such cases the cancellation fee will be determined according to section 5.2.

**Once a location has been accepted by the exhibitor, a summary of the rental agreement (stand space assignment) will be sent by post with an invoice – payment deadlines refer to payment dates indicated on the invoice.**

## 3. RENTING STAND SPACE

### 3.1 Stand Space Rental Definition

"Stand Space" refers to the physical floor area occupied by an exhibit and excludes all construction materials and services such as electricity and communications. The ESC rents stand space in accordance with the compatibility of the items to be exhibited within the subject matter of the exhibition & congress as a whole.

### 3.2 Minimum Size

The minimum stand size will be 9 square metres.

### 3.3 Congress & Exhibition Layout

The ESC reserves the right to deviate from the stand confirmation and to allocate a stand in a different location, to alter the size of the stand, to re-locate or close entrances and exits on the Exhibition Grounds and/or in the Congress Centre and to carry out any other structural alterations providing it has a substantial interest in such measures.

### 3.4 Stand Moves

The ESC reserves the right to make changes in the layout of the exhibition, as well as in the stand assignment in the event that unforeseen circumstances make this necessary. Alterations to the agreement will only be made after mutual consultation. If in such cases the interests of the Exhibitor are unreasonably impaired, he/she may withdraw from the stand space rental agreement in writing within one week after receipt of notification of the type of alteration. The ESC accepts no responsibility for any damage which may result from such changes.

### 3.5 Subtenants and other Represented Companies

Sharing the allocated stand area with another company, regardless of whether this company is represented by its own staff (subtenant) or only by its own exhibits (represented company), is not allowed.

This applies equally to companies with products or services aligned to a registered exhibitor. In such an instance, where a registered exhibitor wishes to exhibit in association with another organisation, the ESC will endeavour to offer additional exhibit space, where available, under normal conditions of sale.

Where an exhibiting organisation has multiple corporate identities but shared ownership, the organisational relationship must be made clear to delegates (e.g. a corporate ownership statement must be displayed on the stand).

Transfer - even in part - of the rights and obligations arising from the rental contract to third parties is not permitted.

## 4. TERMS OF PAYMENT

### 4.1 Application fee before stand assignment

An application fee will be invoiced on receipt of the application form as follows:

- stands between 9m<sup>2</sup> and 49m<sup>2</sup>: €500 excluding VAT
- stands between 49m<sup>2</sup> and more: 20% of m<sup>2</sup> requested

That payment has to be settled within 30 days. The application fee guarantees you a stand space.

The application fee is not refundable if the exhibitor decides to cancel his/her booking. However, if space runs out in the halls, a credit note will be issued.

### 4.2 Payment instalments after stand assignment

The stand rental for the total remaining balance due, as defined in the Guidelines of Industry Participation, has to be paid in two instalments for applications received before 31 March 2012:

- 50 % of the total amount due within 30 days of invoice date; this first installment secures your stand location choice
- 50 % for the balance due within 60 days of invoice date – failure to pay cancels your reservation & invokes a cancellation charge (see section 5.2)

For applications received after 31 March 2012, 100% of the balance due is required within 30 days of the invoice date. Invoices issued from 2 July 2012 require immediate settlement by credit card.

### 4.3 Value Added Taxation

German VAT rules will apply for all goods sales for ESC CONGRESS 2012. If the company is registered in another country within the EU, reverse charge procedure may apply. In this case the customer must auto reverse the VAT in their home country.

Companies registered in a country outside of the European Union are encouraged to seek advice on reclaiming VAT payments.

### 4.4 Counterclaims Rights Renounced

The Exhibitor renounces the right to offset counterclaims against rent payable in time unless the counterclaims are undisputed or have been confirmed by a court of law.

### 4.5 Indebtedness

If the Exhibitor fails to meet his/her financial obligations, or additional expenses and other claims arising from the stand space rental agreement, the ESC is entitled to retain exhibits and the stand equipment and to sell them by public auction or by private contract at the expense of the Exhibitor. The statutory provisions on realisation of objects seized are thus settled.

### 4.6 ESC Suppliers

If the exhibitor fails to meet his/her financial obligations to those providing stand services this will also be considered a violation of the ESC Guidelines for Industry Participation and may lead to the loss of exhibitor "Accrued points".

### 4.7 Reservations

Given serious cause the ESC is entitled to postpone, to curtail the duration, to close the exhibition completely or in part for any period, or to cancel. In the event of complete or part postponement or curtailment, the application form is regarded as valid for a possible new date and new duration for the said congress and location only. If, for any reason, the ESC Congress has to be cancelled, the ESC will refund to the exhibitors the sum paid to the ESC for contractual commitments less expenses incurred in preparation of these contracts, with liability for either party to the contract.

### 4.8 Exclusion from Liability

The ESC does not undertake to safeguard exhibits and excludes, for its staff as well, all liability for damage to these, for theft of these, or loss, except in cases of intent or gross negligence. This exclusion from liability also applies if exhibits are seized and stored by the ESC due to infringement of the present conditions of participation. This exclusion of liability is in no way impaired by the special security measures taken by the ESC. Furthermore the ESC explicitly excludes all liability for any disadvantages or damage incurred to Exhibitors due to erroneous details on space allocation, stand construction, catalogue entries or other errors in ancillary services. Property of the Exhibitor and of third parties shall remain on the premises at their own risk. The ESC will not be responsible for the insurance of such items. The ESC shall not be liable for any injury or damage howsoever caused to goods and/or persons in the Building and/or on the adjacent sites.

#### 4.9 Premature Termination of the Rental Agreement

If after binding application and conclusion of the stand space rental agreement the ESC should accept that an exhibitor may withdraw from the agreement, the Exhibitor is liable for the full amount of the stand rental including all surcharges and associated costs. This also applies in the event that the conditions on which the agreement was concluded do not apply or no longer apply, in particular if the Exhibitor has so altered his/her manufacturing programme that his/her products can no longer be classified in the industry for which he/she has rented stand space.

### 5. CANCELLATIONS

**Cancellations by Exhibitors must be made by registered mail addressed to the ESC**

#### 5.1 Cancellation before stand assignment:

The deposit is not refundable if the exhibitor decides to cancel his/her booking. However, if space runs out in the halls, a credit note will be issued.

#### 5.2 Cancellations after stand assignment:

If the Exhibitor cancels or reduces his order before 31 January 2012, the amount due by the exhibitor is 30% of the total amount ordered. If a reservation is cancelled by the Exhibitor between 1 February 2012 and 31 May 2012, the amount due to be paid by the cancelling exhibitor is 60% of the total amount ordered. After 1 June 2012, the total amount is due. Should an exhibitor, that is also organising a Satellite Symposium, cancel their assigned stand space this will automatically entail the cancellation of the Satellite Symposium reservation plus any fees associated with the reservation of the Satellite Symposium.

### 6. ENFORCEMENT OF RULES

#### 6.1 Applies Equally to All

All Exhibitors and Organisers of Satellite Symposia must comply with all rules and policies established by the ESC. The Board of the ESC has established a system of penalties which may be applied when violations occur.

#### 6.2 Violations Procedure

The procedure for policing and enforcing the violation system is as follows:

The ESC will report alleged violations to the Congress Committee. After considering the available evidence, a representative of the relevant company having been invited to present the company's view, the Committee will give its opinion. This will be confirmed in writing after the Congress. Appeals may be made to the Board of the ESC.

#### 6.3 Penalties:

##### First serious violation:

No accrual of points for the year (i.e. participation points, square metre points, points for Satellite Symposia and points awarded to Sponsors).

##### Second serious violation:

No accrual of points plus the loss of all accrued points to date.

##### Third serious violation:

The loss of right to participate at any future ESC Congresses for a period of four years.

#### 6.4 Supplementary Provisions

Constituent parts of the rental contract take the form of the house regulations, the Guidelines for Industry Participation, the Updates, information supplied on ESC CONGRESS 2012 page of [www.ESCexhibition.org](http://www.ESCexhibition.org), as well as other organisational and technical regulations sent to the Exhibitor before the exhibition opens. The sovereignty of national law of the site of the Congress is undisputed.

### 7. CLAIMS PROCEDURES, PLACE OF PERFORMANCE AND JURISDICTION

All claims by the Exhibitor against the ESC must be in writing. The maximum time lapse is three months from the closure of each annual ESC exhibition. Agreements which deviate from these conditions or from the supplementary regulations must be in writing; facsimile signatures suffice. The contract is governed exclusively by French law; the English text is authoritative.

Place of performance and jurisdiction is Grasse - France. The ESC reserves the right, however, to bring its claims before the courts competent for the area where the Exhibiting Company has its registered office.

#### 7.1 FINAL CLAUSE

In cases not covered by the regulations in the Guidelines for Industry Participation, ESC interpretation shall be final.