



1- ACCEPTANCE OF CONTRACT

The present terms and conditions (hereinafter referred to as the “Terms and Conditions”) govern the participation of all exhibitors (hereinafter referred to as the “Exhibitor(s)”) who confirm their booking for uFoodinExpo 2026 (hereinafter referred to as the “Show”) organized by uFoodin Lda, registered under number 516394886 (hereinafter referred to as the “Organizer”), at the FIL Lisboa (Lisbon International Fair), taking place on the 15th and 16th of April 2026 (hereinafter referred to as the “Venue”).

By confirming a booking, the Exhibitor acknowledges having read and accepted these Terms and Conditions, including any applicable specific regulations or guidelines available in the Exhibitors’ section on the Show’s website (hereinafter collectively referred to as the “Contractual Documents”), and agrees to comply with all clauses without any reservation.

The Organizer reserves the right to amend these Terms and Conditions at any time, and such amendments will be communicated to the Exhibitors in due course. Amendments necessary due to changes in applicable laws or health and safety requirements will take effect immediately upon notification, without the need for further approval or documentation. No claims for compensation will be entertained due to these modifications.

2- COMMITMENT AND ADMISSION

Any booking for participation in uFoodinExpo 2026 is strictly personal to the Exhibitor and cannot be transferred. The Organizer reserves the right, at its sole discretion, to evaluate the suitability of the Exhibitor’s booking based on several factors, including but not limited to:

- the alignment of the Exhibitor’s products or services with the theme and focus of the Show,
- the relevance of the Exhibitor’s activities in relation to the Show’s positioning and nomenclature,
- any potential impact of the Exhibitor’s presence on the Show’s overall atmosphere and objectives.

If, after evaluation, the Organizer deems the Exhibitor’s booking inappropriate for the event, it reserves the right to cancel the booking. This decision is final and may be made without the need to provide a detailed explanation. The Organizer will notify the Exhibitor by email of its decision, whether to accept or reject the booking.

Upon acceptance of the booking, a contract is established between the Organizer and the Exhibitor, which includes the booking details and the Terms and Conditions. The Organizer commits to providing the Exhibitor with the agreed space and services as outlined in the booking, subject to availability and any modifications stated in Clause 11. The Exhibitor, in turn, commits to fulfilling all obligations under the contract, including payment of all agreed fees.

Should the Organizer cancel the booking based on the reasons mentioned, any payments made by the Exhibitor will be refunded. The Organizer also reserves the right to reject late bookings or limit availability for stands once the registration deadline has passed. Admission to uFoodinExpo 2026 does not guarantee participation in future editions or other events organized by uFoodin Lda.



3- SHOW ORGANIZATION TERMS

The Organizer, uFoodin Lda, holds full authority over the planning and organization of uFoodinExpo 2026. This includes determining and, if necessary, modifying key details of the event such as the location, dates, duration, daily opening hours, floor layouts, program schedule, and the deadline for exhibitor bookings. The Organizer reserves the right to make adjustments to any aspect of the Show's organization at its discretion.

Costs incurred prior to the event, including management of bookings, marketing, and promotional activities, are solely borne by the Organizer. In the unlikely event that the Show is canceled for reasons other than those outlined in Clauses 27 and 28, the Organizer will promptly notify the Exhibitors by email, and any payments received will be refunded to the Exhibitors.

Should the Show be postponed to a different date or relocated to a different venue, the Exhibitor will be informed by email. If the Exhibitor does not wish to participate in the rescheduled or relocated event, they must cancel their booking via registered post, with proof of delivery, within 8 days of receiving the notification. Failure to cancel within this period will be considered as acceptance of the new dates and/or venue. Any deposit or participation fees already paid will be applied to the rescheduled event, and the Exhibitor remains liable for any outstanding balances.

In the event of changes to these Terms and Conditions that do not require immediate implementation as per Clause 1, the Organizer will notify the Exhibitor by email. The Exhibitor has 8 days from receiving this notification to cancel their participation via registered post, with proof of delivery. If no cancellation is received within this timeframe, the updated Terms and Conditions will be deemed accepted by the Exhibitor.

It is expressly agreed that only significant modifications to the key clauses related to Show participation, such as Clauses 1, 2, 3, 5, 9, 27, and 28, grant the Exhibitor the right to cancel their booking within the specified 8-day period. Any changes relating to the Show's duration or its daily schedule do not entitle the Exhibitor to withdraw from the event.

4- INVOICING TERMS

All fees and prices listed in the Organizer's materials, including any documentation and the uFoodinExpo 2026 website, are quoted in euros (€) and are exclusive of applicable taxes. In compliance with current legislation and regulations governing these services, value added tax (VAT) at the prevailing rate will be added to the total amount due. The Exhibitor is responsible for paying all applicable taxes and fees as per the invoicing schedule provided by the Organizer.

Any specific invoicing conditions or requirements for Exhibitors outside of Portugal will be handled according to European and international tax regulations.

5- PAYMENT TERMS

Payment of all amounts due under the contract shall be made in a timely manner as follows:



– Payment Options: Exhibitors can choose between two payment options during the online booking process:

- **100% Pre-Payment:** The total amount due is to be paid in full at the time of booking.
- **50% Initial Payment:** An initial payment of 50% is required at the time of booking, with the remaining 50% due no later than the 1st October 2025. Please note that a splitting fee, as specified on the booking form, will apply to this payment option.
- **25% Initial Payment (ONLY FOR EARLY BIRD BOOKING):** An initial payment of 25% is required at the time of booking, with the remaining 75% due no later than the 1st October 2025. Please note that a splitting fee, as specified on the booking form, will apply to this payment option.

– All payments must be made by bank transfer as specified by the Organizer at the time of booking.

For registrations made less than ninety (90) days before the opening of the Show, the total amount must be paid in full within five (5) days of the invoice date.

Any requests for equipped stands submitted after registration must be paid in full at the time of the request. All payments should be made payable to the Organizer and must be in euros (€).

6- SECURE PAYMENT AND PROOF OF TRANSACTION FOR ONLINE BOOKINGS

The uFoodin website is equipped with a secure payment system for transactions related to additional services and equipment only. Online payments are not available for main booth bookings. The Organizer utilizes advanced SSL encryption technology to ensure the confidentiality and security of all sensitive information transmitted during the booking process.

Unless otherwise demonstrated, the data recorded by the Organizer shall serve as conclusive proof of all transactions between the Organizer and the Exhibitor. Additionally, the data recorded by the payment system will serve as evidence of all financial transactions related to equipment and additional services.

7- LATE AND MISSED PAYMENTS

Any amounts that remain outstanding after the invoice payment date will incur late payment interest at a fixed rate of 8% per annum, effective from the day following the invoice due date. If the payment deadlines outlined in Clause 5 “Payment Terms” above are not adhered to, a fixed fee of €100 for debt recovery shall be charged by the Organizer in addition to the aforementioned late payment penalties (in accordance with applicable regulations). This fixed fee does not exclude any additional costs incurred by the Organizer in the collection of unpaid invoices.

Once a booth location has been allocated to an Exhibitor, the remaining balance must be paid by the date specified on the invoice. Booths will only be made available to Exhibitors once full payment has been received.

8- VAT

Exhibitors from outside Portugal may be eligible for a VAT refund as follows:



-For companies from European Union member countries:

- Submit the refund request via the appropriate online state portal in the country where the Exhibitor is registered, in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In Portugal, this is the fiscal portal at portaldasfinancas.gov.pt.
- A digital copy of the original invoices for all sums exceeding €1,000 excluding tax must be submitted with the online refund request.
- The refund request must be submitted by 30 September of the calendar year following the refund period.

-For companies from countries outside the European Union:

- Exhibitors from non-EU countries must appoint a tax representative in Portugal to handle all necessary tax formalities.

9- TERMINATION CLAUSE – PENALTY CLAUSE

9.1 Non-Payment of Fees

If the Exhibitor fails to pay any of the amounts due by the specified deadlines as outlined in Clause 5 (Payment Terms), the contract between the Exhibitor and the Organizer will be terminated 7 days after a formal notice is sent by email to the Exhibitor. This notice will clearly refer to this clause (Clause 9.1), and if the issue remains unresolved within the 7-day period, the contract will be considered terminated.

If the Exhibitor indicates their intent to cancel participation, regardless of the reason, the Organizer may invoke this termination clause by sending a formal notice to the Exhibitor. The Exhibitor will have 7 days from the receipt of the notice to either confirm their participation or proceed with the cancellation. If no response is received within the 7-day period, the contract will be automatically terminated.

Upon termination, the Organizer is free to reallocate the Exhibitor's booth space. The Exhibitor remains responsible for paying the full participation fee, as agreed upon at the time of booking. Any amounts already paid will be retained by the Organizer, and any outstanding balance will become immediately due.

9.2 Immediate Termination Without Formal Notice

The contract will automatically be terminated without formal notice in the following cases:

- If the Exhibitor fails to occupy their booth by the day before the event opens to the public.
- If the Exhibitor registers less than 90 days before the event and does not pay the full fees at the time of booking, as required for late registrations, regardless of the reason.

10- INSURANCE

10.1. Civil Liability:

The Organiser will not be responsible for any damage that the Exhibitor may cause to third parties, including the manager or owner of the venue hosting the Show. Therefore, the Exhibitor must take out insurance with certified insurance companies in France to cover any financial liability for bodily injury or material and immaterial damage caused to third parties due to their activities during the Show (including during setup and breakdown). This insurance must be arranged at least ten (10) days before the scheduled setup date of the Show. The Exhibitor's insurance must also cover their activities in Portugal. Upon request from the Organiser, the Exhibitor must provide a current certificate from their insurer, detailing the policies in place, coverage amounts, and validity periods. If the Exhibitor fails to do this, the Organiser reserves the right to deny access to the Show without any compensation.

10.2. Tenant Risk and the Exhibitor's Property:

The Organiser will not be responsible for:

- Property damage incurred by the venue's manager and/or owner due to events such as fire, lightning, explosion, water damage, terrorist attacks, or natural disasters.
- Damage to property owned by the Exhibitor or in its custody.

To meet the requirements of the venue management, the Organiser will automatically invoice the Exhibitor for tenant risk/property damage insurance provided by uFoodin Insurance Partners, as described in point 10.3 below. If the Exhibitor can provide proof of their own tenant risk policy with a minimum coverage of €3,000,000 per claim, covering their activities in Portugal, by sending the "certificate of insurance" form to the Organiser at least 10 days before the Show setup, the automatically provided insurance will be cancelled and refunded in full if it has already been paid.

10.3. Insurance Provided by the Organiser:

a) Insurance Covering Tenant Risk and the Exhibitor's Property:

The insurance policy taken out by uFoodin Insurance Partners on behalf of the Exhibitors covers:

- Property damage incurred by the venue's manager and/or owner due to events such as fire, lightning, explosion, water damage, terrorist attacks, or natural disasters, up to €3,000,000 per claim.
- Damage to the Exhibitor's property.

The coverage details are specified in the Insurance Rules attached to the application form and are also available on the Show website, subject to any changes in the insurance conditions.

b) Supplementary Insurance Cover for the Exhibitor's Property:



The Exhibitor may request additional insurance from the Organiser for:

- Property damage beyond the primary policy coverage, with the premium calculated based on the additional value.
- Specific insurance for items like plasma screens.

10.4. Waiver of All Recourse:

a) Against the Venue Manager and/or Owner:

By participating, the Exhibitor waives all rights to claim against the venue manager and/or owner and their insurers for damages covered by the tenant risk policy and for direct or indirect losses affecting the Exhibitor's property, equipment, and fittings, as well as any operating losses and/or extra costs, unless caused by malicious acts. The Exhibitor also waives all rights to claim against the venue manager and/or owner for damages from:

- Fire, theft, water damage, or other incidents affecting the Exhibitor's property, which the Exhibitor must insure against.
- Abnormal actions by other venue occupants, their staff, suppliers, or visitors.
- Interruptions or failures in utility services (water, gas, electricity) or general systems, caused by factors beyond the control of the venue manager and/or owner.
- Contamination of the venue's utility networks due to reasons beyond the venue manager and/or owner's control.
- Security measures taken by the venue manager and/or owner, or by government authorities that may harm the Exhibitor.

The Exhibitor agrees to obtain a similar waiver from their insurers.

b) Against the Organiser:

The Exhibitor also waives all rights to claim against the Organiser and its insurers for damages covered by the tenant risk policy, including direct or indirect damages to the Exhibitor's property, equipment, and fittings, and for any operating losses or extra costs, unless caused by malicious acts. The Exhibitor agrees to obtain a similar waiver from their insurers.

It is specified that, with mutual consent, except in cases of malicious acts, the Organiser and its insurers waive any claims against the Exhibitor and its insurers for damage to any property, equipment, and fittings belonging to the Organiser that the Exhibitor is responsible for. This waiver does not apply to any loss or damage affecting the venue's buildings, fittings, and equipment owned by the venue manager and/or owner that the Exhibitor is responsible for.

11- ALLOCATION OF BOOTHS

The Organiser will create a floor plan for the Show and allocate booth areas as applications are received, considering the different sections of the Show. While the Organiser will make every effort to accommodate the preferences expressed by Exhibitors and the nature of the products exhibited, it reserves the right to modify the requested booth area by up to a maximum of 20%. Any adjustments made will reflect on the corresponding invoice, and this does not grant the Exhibitor the right to cancel their application.

The Organiser has the sole authority to determine the overall layout of the Show and the arrangement of booths within the venue. Participation in previous events does not confer any preferential rights regarding booth locations.

Exhibitors must submit any complaints regarding booth allocations in writing to the Organiser within seven (7) days of receiving the Show's floor plan. The Organiser will consider such complaints if they are supported by detailed documentation that clearly outlines the seriousness and reasons for the complaint.

If the Exhibitor fails to contact the Organiser within seven (7) days of receiving the booth details, they will be deemed to have accepted the allocated booth.

Under no circumstances will the Organiser be held liable for any consequences (including disturbances, commercial damages, or other issues) arising from the location of an allocated booth.

12- SUBLETTING/SHARED EXHIBITING

The Exhibitor may not provide advertising services for any company that is not also an Exhibitor. Furthermore, the Exhibitor is prohibited from assigning or subletting any booth or part of the allocated booth area without prior written agreement from the Organiser, which must specify the partners (co-exhibitors, represented corporations, etc.). If the Organiser agrees to such arrangements, the Exhibitor must pay individual registration fees for each company present on their booth.

The Exhibitor is responsible for ensuring that any sub-lessee on their booth complies with all contractual obligations. The Exhibitor remains liable for any breaches of the contractual documents committed by any sub-lessee on their booth. Moreover, the Exhibitor hereby holds the Organiser harmless against any disputes, claims, charges, judgments, and/or miscellaneous disbursements that may arise as a consequence of any company present on their booth in relation to their participation in the Show.

13- BOOTHS

Information regarding the installation, equipment, and removal of booths will be available in the Exhibitor's Guide:

a) Booth use – compliance with applicable laws and regulations

Exhibitors are required to be familiar with and comply with all applicable regulations in force at the time of the Show, whether issued by public authorities or by the Organiser. This includes adherence to no-smoking rules in public areas, as well as Fire Safety and Health and Safety Regulations. The Fire Safety and Health



and Safety Regulations will be communicated to Exhibitors in the Exhibitor's Guide. The Organiser prohibits the operation of any booth that does not comply with these regulations. The Exhibitor agrees to comply with all laws and regulations that apply to their business and/or the services they wish to develop within the scope of their participation in the Show. To this end, the Exhibitor will submit all mandatory declarations and obtain the necessary approvals and/or accreditations (including for selling and giving away drinks to be consumed on site) so that under no circumstances shall the Organiser have cause for concern. Lastly, the Exhibitor will not cause any discomfort (noise, odour, etc.) to neighbouring Exhibitors or negatively impact the Show's organisation.

b) Exclusive services of the booth

To optimise the safety of people and property during the Show, Exhibitors wishing to order caretaking, cleaning, and handling services ratify the preselection and negotiation carried out by the Organiser by authorising it to enter into service provision agreements in its name and on its behalf. The Exhibitor acknowledges having read the essential conditions of these agreements at the time of registering and being informed of the need to refer to the Exhibitor's Guide. The Organiser's mandate shall end upon the conclusion of the service provision agreement (cleaning, handling, and/or caretaking). Performance of the contract and its follow-ups shall therefore be exclusively managed by the Exhibitor and the service provider, to which the Exhibitor must directly pay the price of the service without uFoodin acting as their agent. Any complaint must therefore be sent to and dealt with directly by the Service Provider, with the Organiser remaining a third party to this contractual relationship. In any event, pursuant to this mandate, only the Exhibitor shall be bound to the service provider in question. The Exhibitor may not seek the liability of the Organiser under any circumstances, save for the missions conferred as strictly defined previously.

c) Damage

Unless stated otherwise, the booth area, the booth itself, and any equipment made available to the Exhibitor by the Organiser shall be deemed to be in good condition. The leased booth must be returned to the Organiser in a clean condition and cleared of any rubbish. The booth and any equipment provided as booth fittings must be returned to the Organiser in good condition. Any damage caused to the occupied space, the booth, the supplied equipment, or the existing infrastructure recorded upon return of the booth will be invoiced to the Exhibitor.

d) Booth occupation

The Exhibitors will occupy their booths no later than the day before the Show opens to the public. The booth must be continually occupied by the Exhibitor during the Show's opening hours to the public.

14- PERMITTED PRODUCTS, BRANDS, AND SERVICES

The Exhibitor is prohibited from exhibiting any products, brands, or services at its booth other than those listed on its booking form.

Moreover, the Exhibitor declares and warrants that it holds all intellectual property rights relating to the products and/or services exhibited, or that it has been authorized by the rights holder to exhibit the products, brands, or services at its booth.



The Exhibitor also warrants that the products and/or services it is exhibiting comply with all current applicable safety standards and accepts full liability for any defects in the aforementioned products and services; as such, the Organiser cannot be held liable in this respect.

15- VISIBILITY

The Exhibitor shall be solely liable for the content of all information supplied by it and intended to be broadcasted by the Organiser on the Show's website, including information about itself, its products, and/or services, as well as their characteristics, performance, prices, etc.

The Exhibitor hereby warrants that the aforementioned information is lawful and complies with all current Portuguese regulations relating to the name, offer, presentation, user manual, and description of the scope and terms of the warranty covering the goods, products, or services being presented online. More generally, this information must comply with all current advertising and consumer protection laws.

The Exhibitor is solely responsible for the publication of all texts, logos, illustrations, photographs, images, products, and brands, and must hold the relevant reproduction rights.

The Exhibitor shall indemnify and hold harmless the Organiser against any amicable disputes and judicial proceedings brought by third parties.

16- ILLICIT TICKET TOUTING

The act of offering for sale, showing with the intention to sell, or supplying with the intention to sell or transfer any show access passes (including entry passes, invitations, tickets, etc.) in a public or private place or on the Internet, without the authorization of the Organizer, constitutes a criminal offense under Portuguese law. Such actions may result in questioning and arrest by law enforcement authorities, and offenders may face a fine of up to €15,000. For repeat offenders, the fine may be increased to €30,000, in accordance with the applicable provisions of the Portuguese Penal Code.

17- INVITATION BADGES

The copying or resale of invitation badges is strictly prohibited and shall be subject to prosecution and other sanctions as provided in Portuguese law. If fraudulent use of an invitation badge (including resale, copying, theft, etc.) is reported, the Organizer reserves the right to withdraw the invitation.

18- DEMONSTRATIONS AND OTHER EVENTS

a) Demonstrations

Demonstrations may only be held at the Show for products that require a specific technical explanation. Such demonstrations may take place only if the Organizer has granted special prior written authorization. Demonstrations conducted on a podium raised above the initially planned floor height are strictly prohibited. Additionally, demonstrations using a microphone, or those that harangue or solicit in any manner, are strictly prohibited. Any full or partial closure of an Exhibitor's stand during normal opening



hours to the public, particularly during any demonstration, is strictly prohibited without express prior written authorization from the Organizer.

b) Other Events

All attractions, shows, and events taking place within an Exhibitor's stand area must be authorized in advance by the Organizer. The Exhibitor must provide specific details of the planned event (including equipment and audio devices used, type of event, etc.). In any event, loudspeakers may not exceed 30 decibels (dB) and must face the interior of the stand, angled towards the floor. The sound level shall not exceed 85 decibels (dB).

c) Under no circumstances shall any demonstration or event interfere with neighboring Exhibitor(s) or the general movement around the Show, nor with the proper running of the Show. Failure to comply may result in the revocation of approval without warning.

19- ADVERTISING

All advertising using sound or lighting must comply with the Show's decoration regulations and is subject to the prior written agreement of the Organizer. Any such agreement will be contingent upon ensuring that the advertising does not interfere with neighboring Exhibitor(s) or the general movement around the Show, and with the overall proper running of the Show. Failure to comply may result in the revocation of approval without further warning.

The distribution of brochures, vouchers, and other printed materials intended to redirect Show visitors to the Exhibitor's stand is strictly prohibited in the aisles and throughout the Site. Only brochures, vouchers, and other printed materials offered within the Exhibitor's stand are authorized.

Any documentation provided to visitors at a stand, such as business cards or order forms, must display the stand name or company name of the Exhibitor as it appears on the application form.

20- BUSINESS PRACTICES / ABSENCE OF A RIGHT TO WITHDRAWAL / UNFAIR COMPETITION

The Portuguese Consumer Code prohibits unfair sales practices, including sales at a premium, sales at a loss, pyramid selling, tying sales, and deceptive sales practices. All auctions must comply with current legislation.

The Exhibitor must inform consumers that any purchases made at the Show, except those subject to a consumer credit agreement and those resulting from a personal invitation to the stand for receiving a gift, do not enjoy a right of withdrawal. Therefore, in the contract proposals made at the Show, the Exhibitor must clearly and legibly state the absence of a cancellation period in a prominent box.

Consumers do not benefit from the right of withdrawal for any contract signed with Exhibitors conducting their activities under normal conditions, as defined by the applicable consumer protection laws, meaning in accordance with the Terms and Conditions and the General Rules for Commercial Events.



The Exhibitor is expressly prohibited, throughout the entire duration of the Show, from engaging in acts of unfair competition, such as conducting surveys and distributing advertising materials outside their stand area, particularly if such actions lead to the diversion of visitors in favor of the Exhibitor.

The Exhibitor is obliged to ensure that any agreements entered into with visitors to the Show are executed in good faith.

In accordance with the applicable consumer protection laws, the Exhibitor also commits to offering consumers a mediation option to amicably resolve any disputes arising between them.

21. COUNTERFEIT ITEMS

The Exhibitor shall personally ensure the protection of all intellectual and industrial property rights related to the materials, products, services, and brands exhibited in accordance with applicable Portuguese legislation and regulatory provisions. The Organiser shall not be held liable for any failure to comply, particularly in the event of a dispute with another Exhibitor or a visitor to the Show.

In the event that a competent court finds that the Exhibitor has breached the provisions of this clause, the Organiser reserves the right to require the Exhibitor to comply with any stipulations made in the court's findings.

Failure to comply may result in the Organiser refusing entry to the Exhibitor or enforcing any sanctions referred to in the Terms and Conditions, without the Exhibitor having the right to claim any compensation.

22- DISPLAYING PRICES

Prices must be shown inclusive of all taxes and in Portuguese, in accordance with current applicable legislation. They must be clearly displayed to ensure that the public is well informed. Any announcements regarding price reductions (such as discounts, rebates, or cashback offers) through labeling, marking, or display must comply with all current applicable legislation and regulations regarding the advertising of prices to consumers. Such announcements may only appear on small posters within the stand area, with a maximum size of 30 cm x 20 cm.

23- MUSIC DECLARATION

Exhibitors wishing to play music at their stands must provide the Organizer with prior written notice. The Exhibitor is solely responsible for complying with intellectual property laws related to the playing of music. Therefore, the Exhibitor shall make any necessary declarations concerning the playing of music to the relevant collecting societies in Portugal, such as GDA (Gestão dos Direitos dos Artistas) for performing artists or SPA (Sociedade Portuguesa de Autores) for authors, and undertakes to make any requisite payments.

The Exhibitor shall indemnify and hold harmless the Organizer against all claims and/or actions brought by any third party as a consequence of the Exhibitor's failure to meet these obligations.



24- PHOTOS/BRANDS

The Exhibitor expressly authorizes uFoodin Lda, at no charge, to:

- Take, if desired, photos and/or videos featuring the Exhibitor and/or members of its team, as well as any products exhibited at its stand.
- Use any such images freely across all media, particularly for advertising purposes (including on the internet), in Portugal and worldwide for a period of five (5) years beginning from the date of the application form.
- Cite and reproduce, at no charge, its trademark and company name as a commercial reference for communication purposes on any media (including the internet) in Portugal and worldwide for a period of five (5) years beginning from the date of the application form.
- Where applicable, represent, broadcast, reproduce, adapt, record, edit, translate, use, and exploit at no cost the materials provided by the Exhibitor during the Show, which the Exhibitor certifies it owns the copyrights to or has obtained all required authorizations from the copyright owner, including interventions made by the Exhibitors for communication purposes on any media (including the internet) in Portugal and worldwide for a period of five (5) years beginning from the date of the application form.

Any Exhibitor who does not wish for all or part of their stand or any elements thereof (logo, trademark, model) or any members of their team to appear in photographs, videos, or advertising materials promoting the Show must inform the Organizer in writing before the beginning of the Show.

Furthermore, any Exhibitor wishing to take photographs of the Show must notify the Organizer in writing in advance. The Exhibitor will ensure that it possesses all necessary authorizations to take photographs at the Show and is solely responsible for complying with any image rights held by other Exhibitors, the public, or any other participants in the Show.

25- CATALOGUE

Only the Organizer is authorized to publish, re-publish, and distribute the digital catalog for the Show. All information required by the catalog publishing team must be supplied by the Exhibitors, who remain responsible for its accuracy. Under no circumstances shall the Organizer be liable for any omissions, reproduction errors, composition errors, or any other inaccuracies that may occur in the digital catalog.

26- PRACTICAL INFORMATION

All information regarding the details of the Exhibitor's participation in the Show can be accessed in the Exhibitors' Area, available on the Show's website.

27- CANCELLATION OR POSTPONEMENT OF THE SHOW

In the event of circumstances that prevent the Show from being held as initially planned, including but not limited to force majeure or other internal reasons, the Organizer reserves the right to cancel, modify the date or duration of the Show, decide on its extension or early closure, or adapt the Show to the circumstances, without the Exhibitors being entitled to any compensation whatsoever.

For the purposes of these Terms and Conditions, “circumstances” include, but are not limited to:

- Any event qualifying as force majeure under applicable Portuguese law;
- Any situation that makes it impossible to operate the Site and/or hold the Show, or presents risks of disruption or disorder likely to significantly affect the organization, smooth operation of the Show, or safety of goods and individuals (provided it is not due to the Organizer’s fault or negligence), such as:
 - Fire, explosion, flood, storm, lightning, or other natural disasters;
 - Riots, strikes, wars, acts of terrorism, or threats thereof;
 - Actual risks to the safety of persons and property;
 - Epidemics, health emergencies, or crises;
 - Deterioration of technical equipment that impairs the operation of the Site or the smooth running of the Show;
 - Supply issues regarding necessary materials;
 - Administrative decisions to close the Site or prohibit the Show, requisition, or decisions by third parties binding on the Organizer;
 - Any other internal reasons deemed necessary by the Organizer to ensure the proper conduct of the Show.

In the event of cancellation or postponement, the Organizer will promptly notify the Exhibitors.

If the Show is canceled, any amounts received by the Organizer will be refunded to the Exhibitors after deducting:

1. A proportionate share of costs and expenses incurred for the organization of the Show (including administrative costs, promotion, and conduct of the Show).
2. The real value of any Business Lifetime Membership (Starter, Silver, Gold, or Gold-LC) provided as part of their participation in the Show, as follows (prices as of 2024):
 - Starter Seller: €1,599 (Excl. VAT)
 - Silver Seller: €1,999 (Excl. VAT)
 - Gold Seller: €2,499 (Excl. VAT)
 - Gold-LC Seller: €2,499 (Excl. VAT)

The refund amount for each Exhibitor will be calculated based on the price paid for their participation in the Show, minus the above deductions.

In the case of event cancellation for any reason, any Business Lifetime Membership granting access to the B2B Marketplace for life, whether included as an offer or paid separately, will not be eligible for a refund. Only the amount paid exceeding the real value of the Business Membership will be refunded, if applicable.



In the case of postponement of the Show to a later date and/or a different location, or changes to its duration or procedures, the deposit or participation fee paid by the Exhibitor will be retained by the Organizer for their participation in the postponed Show. The Exhibitor remains responsible for paying the full amount due for participation in the postponed Show according to the amended payment terms. Under no circumstances shall the Exhibitor be entitled to claim reimbursement of any amount paid or any compensation whatsoever.

28- UNFORESEEABILITY

In the event of a change in circumstances that were unforeseeable at the time of concluding the contract, which makes the performance excessively burdensome for uFoodin Lda, the Organizer reserves the right to cancel the Show or to modify, prior to the Show, the date, location, duration, as well as the opening and closing hours of the Site hosting the Show.

Such modifications shall not substantially alter the format of the Show and will be communicated to the Exhibitor with reasonable notice.

If the Show is canceled under the conditions of this article, any amounts received by the Organizer will be refunded to the Exhibitors, without the Exhibitors being entitled to claim any compensation whatsoever.

In the event of modifications to the Show or the organizational conditions as stipulated in this article, the deposit or participation fees paid by the Exhibitor will be retained by the Organizer for the Exhibitor's participation in the modified Show. The Exhibitor remains liable for paying the full amount due for participation in the Show in accordance with the amended payment terms. Exhibitors are not permitted to demand a partial or total refund of the participation fee or claim any compensation whatsoever.

The provisions regarding unforeseen circumstances as set forth in Article 790 of the Portuguese Civil Code, and any other related articles, shall not apply to these Terms and Conditions or to any contract entered into between the Organizer and the Exhibitor based on these Terms and Conditions. The Organizer and the Exhibitor agree that the contractual documents contain sufficient and necessary provisions to address such changes, including the provisions of this Article 28, and that they agree to bear the risks associated with changes as referred to in Article 790 of the Portuguese Civil Code and any other related articles. Each party expressly waives the right to invoke the provisions of Article 790 of the Portuguese Civil Code and any rights it may have derived from that article.

29- PERSONAL DATA

uFoodin Lda, as the data controller, processes the Exhibitor's personal data to manage its application to participate in the Show and its business relationship with uFoodin Lda in accordance with these General Terms and Conditions of Participation.

This information and personal data will also be processed for security purposes to comply with legal and regulatory obligations and to enable uFoodin Lda to improve and personalize the services it offers.



Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive business proposals and news regarding uFoodin Lda's activities and services through any communications channel.

The Exhibitor's personal data may be processed, based on consent (which may be withdrawn at any time), to communicate business proposals and news about other events organized by uFoodin Lda and/or their partners through any communications channel.

Only uFoodin Lda's in-house teams and authorized service providers involved in the organization and management of the Show will have access to the Exhibitor's personal data. If applicable, this data may be communicated to third parties according to the Exhibitor's choice (uFoodin Lda's partners).

The personal data that must necessarily be provided are indicated as such on the application form and are necessary for the conclusion and performance of the contract between the Exhibitor and uFoodin Lda. The Organiser will not be able to process the Exhibitor's requests without this data.

In accordance with applicable regulations, the Exhibitor has the right of access, rectification, objection to the processing of its data, deletion, limitation of processing, and portability of its data. The Exhibitor may exercise these rights at any time by writing to uFoodin Lda at Rua Marcos De Assunção, n°6, 1.06, 2805-290, Almada, Portugal, or by email at contact@ufoodin.com. Finally, the Exhibitor has the right to lodge a complaint with the relevant data protection authority in Portugal.

The Exhibitor's personal data will be kept for the duration of its commercial relationship with uFoodin Lda and then for a period of 5 years from the date on which the Exhibitor last expressed interest.

Data needed to establish proof of the said relationship, data needed to comply with these General Terms and Conditions of Participation, and data necessary for uFoodin Lda to comply with its legal and regulatory obligations will be retained in accordance with current provisions.

30- SUBSTITUTION OPTION

As part of the execution hereof, uFoodin Lda may, at any time, be free to:

– be replaced by any company within the uFoodin Group, which includes any entity controlling, controlled by, or under the same control as uFoodin Lda; or

– assign or transfer, in any manner and to any person of its choice, the rights and obligations arising from these Terms and Conditions, particularly in the event of the sale or lease management of the Show's business assets.

It is expressly agreed that this transfer and substitution will not alter the Exhibitor's application to participate in the Show, which the Exhibitor will uphold.



31- COMPLIANCE

The Exhibitor shall comply with all applicable legal requirements governing its duties and obligations, including obtaining any necessary permits or licenses for its operations. The Exhibitor shall not engage in any actions that violate applicable legal requirements, which could result in liability being imposed on uFoodin Lda. The Exhibitor agrees to adhere to the internal policies of uFoodin Lda, particularly the Code of Business Ethics and the Gift & Hospitality process, which are available on the corporate website www.ufoodin.com.

32- COMPLAINTS AND DISPUTES – GOVERNING LAW – JURISDICTION

All complaints must be sent by registered post with confirmation of delivery within ten (10) days of the Show closing.

The parties shall endeavor to settle amicably and rapidly any dispute that may arise between them in relation to the interpretation and/or execution of the contract and these Terms and Conditions. If at the end of a period of 90 calendar days after the date of receipt of the registered letter with acknowledgment of receipt notifying the dispute, the Organiser and the Exhibitor do not reach an agreement, the dispute will then fall within the exclusive jurisdiction of the courts of Lisbon, Portugal.

Participation in the Show and all actions taken in relation to this participation are subject to Portuguese law.

In case of contradiction between this translation of the General Conditions of Participation and any other version, only the Portuguese version shall prevail.

33-TOLERANCE

Any tolerance shown by the Organiser regarding any partial or complete failure by the Exhibitor to carry out any provisions set out in the Contractual documents shall under no circumstances, regardless of the duration or frequency, give rise to any rights benefiting the Exhibitor, nor shall such tolerance modify, in any manner, the extent or terms of performance of the Exhibitor's obligations.

34- INVALIDITY

In the event that one or more provisions of these Terms and Conditions are found to be invalid or declared as such under any law or regulation, or following a final court decision, the remaining provisions will remain in force and retain their scope of application.

35- SANCTIONS

In the event of any breach of the Contractual documents, the Organiser, having given formal notice if necessary in the presence of a bailiff and where the breach remains unremedied, shall have the right to close the corresponding Exhibitor's stand immediately and prevent the Exhibitor from entering the stand area, without such action giving rise to a right to claim material or non-material damages from the Organiser in respect thereof.



The Exhibitor shall be liable for any costs arising from the Organiser's intervention (bailiff's fees and/or fees relating to the stand closure).

In any event, once any breach has been identified, the Organiser has the right to terminate this contract without incurring liability for any losses suffered by the Exhibitor and will be free from any commitment towards the latter.

In addition, the Organiser has the right to refuse the Exhibitor admission to any Show organized by uFoodin Lda for a period of three (3) years.

36- BOOTH BUILDING

1. **By uFoodin:**

If you have chosen the uFoodin Booth Fitting, uFoodin provides all the furniture listed and included in the description of the Booth Fitting on the "Book Your Booth" page at uFoodin.com. For any additional furniture or decoration, it is possible to choose and book through the uFoodin platform in the dedicated area, available after the confirmation of your booth booking.

2. **By External Contractor:**

If an external contractor is used, uFoodin must first receive the architect's plan of your Booth Design for validation by the FIL Lisboa's responsible to ensure compliance with safety regulations. We should receive at least three (3) months before the beginning of the Event. The booth construction must not exceed 3 meters in height. In all cases, the electrical system will be handled exclusively by uFoodin and its partners.

37- EARLY BIRD PRICE

The Early Bird pricing is available for a limited time and applies to a limited number of booths, offering additional benefits to exhibitors. This special pricing includes the following advantages:

- Lower Rate for the Bare Area:** Enjoy reduced rates for the exhibition space you need.
- Lower Rate for Booth Fitting:** Secure a more affordable price for your booth setup.
- Flexible Payment Plan:** You can choose the specific payment plan option: Pay 25% now, and the remaining 75% before October 1st, 2025. Once the Early Bird pricing period ends, all prices will increase.
- Free Silver Seller Lifetime Business Membership:** Receive complimentary access to this membership, valued at €1,999.
- Lower Rates on Marketing & Communication Options:** Benefit from discounted rates on all available promotional and marketing opportunities.