

Expo 2020 Dubai, United Arab Emirates

Special Regulation No. 9 Concerning Commercial Activities by Official Participants Bureau Expo Dubai 2020

I. GENERAL PROVISIONS

Article 1. Purpose

The purpose of this Special Regulation is to set forth the rules concerning the commercial and other activities of Official Participants in Expo 2020 Dubai in accordance with Articles 19, 20, 21, 22, 23, 24 and 34 of the General Regulations.

Article 2. Definitions

In this Special Regulation No.9 the following words and phrases shall have the following meanings:

BIE

means Bureau International des Expositions.

Brand Portal

means the Expo 2020 Dubai brand portal or portals which are a digital asset management system that holds brand guidelines, logos, moving and still imagery which can be utilised by Official Participants in relation to Expo 2020 Dubai.

Commercial Activities

means the food and beverage activities and sales of goods as described in Article 4.

Convention

means Paris Convention of 22 November, 1928 relating to international exhibitions as amended and supplemented.

Expo 2020 Dubai

means the International Registered Exhibition, Expo 2020 Dubai, UAE to be held in Dubai, United Arab Emirates.

Expo Site

means the Expo 2020 Dubai site.

General Regulations

means the General Regulations included in Chapter 9 of the Registration Document as approved by the BIE General Assembly.

Guidelines

means the Expo 2020 Dubai guidelines related to Commercial Activities and brand protection guidelines as prepared/updated by the Organiser and shared with the Official Participants.

Plot

means the area assigned by the Organiser to the Official Participant, as specified in the Participation Contract.





Laws and Regulations

means the Convention, the General Regulations, the Special Regulations, the relevant laws, regulations and rules of the United Arab Emirates and any additional instruction or directive issued by the Organiser including any related Guidelines. The latter shall comply with the General and Special Regulations.

Official Participant

means States and International Organisations which have received and accepted an official invitation from the United Arab Emirates government to participate in Expo 2020 Dubai.

Organiser

means Bureau Expo Dubai 2020 established by virtue of Decree No. 30 of 2014 issued on June 25th 2014 to administer the organisation of the Expo 2020 Dubai.

Participation Contract

means the contract agreed upon between each Section Commissioner General and the Organiser to establish the terms and procedure by which the Official Participants will take part in Expo 2020 Dubai

Registration Document

means the registration document submitted to the BIE General Assembly as approved in the 158th General Assembly.

Royalties

means the royalties arising from the Official Participants' Commercial Activities and paid to the Organiser in accordance with Article 8 and the Participation Contract.

Section Commissioner General

means the Section Commissioner General of an Official Participant appointed in accordance with Article 13 of the Convention.

Special Regulations

means the Special Regulations listed in Article 34 of the General Regulations.

Article 3. Compliance with Laws and Regulations

- 1. Each Official Participant shall comply with the Laws and Regulations.
- 2. Each Official Participant shall comply with any additional instruction or directive issued from time to time by the Organiser to further specify the rights and obligations of Official Participant in relation to Commercial Activities. These instructions and directives shall comply with the General Regulations and Special Regulations.
- 3. The Organiser has the power to direct Official Participants to cease their Commercial Activities if the said activities violate the Laws and Regulations. Official Participants shall follow the directives of the Organiser and bear the responsibility and losses arising therefrom.
- 4.Official Participants shall ensure that persons and entities involved in Commercial Activities observe the Laws and Regulations, the Guidelines and the provisions of the Participation Contract.





Article 4.Applicability

- 1. The Commercial Activities in the context of this Special Regulation refer to the operation of food and beverages, restaurants and sales of goods by Official Participants in their respective Plots in accordance with the Participation Contract. All Commercial Activities have to be previously approved by the Organiser and be developed based on Expo 2020 Dubai theme "Connecting Minds, Creating the Future".
- 2. The restaurants operated by Official Participants shall serve food and beverages with their national flavours or specialties.
- 3. Official Participants may sell a reasonable number of articles, subject to the Organiser's approval, that are truly representative of their respective countries regardless of their origin. Such articles may be replaced during the course of the Exhibition. The goods sold by Official Participants shall be in accordance with Article 20 of the General Regulations and shall mainly be culturally significant and unique products that illustrate images, sites and iconic items of their countries representing the relevant countries or international organizations or similar. This principle also applies to products sold online.

II. AUTHORIZATION OF COMMERCIAL ACTIVITIES

Article 5. Responsibilities of the Section Commissioner General

- Pursuant to Paragraph 2 of Article 19 of the General Regulations, the Section Commissioner General shall have full responsibility for Commercial Activities and other activities in each national section. Regardless of the forms in which an Official Participant assigns its Commercial Activities to a third party, the Section Commissioner General shall have direct responsibility for the act of the said third party.
- 2. Pursuant to Article 8 of this Special Regulation and the Participation Contract, Official Participants shall pay to the Organiser Royalties arising from their Commercial Activities. The Section Commissioner General or his/her designated representative shall collect and deliver the Royalties to the Organiser.
- 3. Official Participants shall pay taxes on their Commercial Activities pursuant to the Laws and Regulations.

Article 6.Approval for Commercial Activities

- 1. Official Participants shall submit in advance to the Organiser for approval proposals on the type of Commercial Activities to be operated, the type, the price, the price labelling of the food and goods to be sold, and the location, area, size, style, capacity and management methods of the commercial establishments. Such proposals shall also be submitted to the one-stop-shop for final examination and approval.
- 2. The Organiser will provide Official Participants with Guidelines concerning the selection of goods which are truly representative of their country or their international organisations or similar.
- 3. Any change to the above items shall be subject to the consent of the Organiser.





Article 7. Areas for Commercial Activities

- 1. Pursuant to Paragraph 3 of Article 19 of the General Regulations, the space to be used by an Official Participant for Commercial Activities and accessible to the public shall not exceed 20% of the total covered exhibition space.
- 2.Official Participants shall conduct Commercial Activities only within the area approved by the Organiser. Without the approval of the Organiser, Official Participants shall not transfer the area for Commercial Activities or conduct Commercial Activities elsewhere.

Article 8. Royalties

- 1. Official Participants shall pay to the Organiser Royalties arising from their Commercial Activities in accordance with the Participation Contract. Royalties shall be collected in the manner and on the timing which shall be stipulated separately by the Organiser.
- 2. Royalties shall be calculated at 10% of all retail activities' gross revenue (excluding tax) and 8% of all Food and Beverages' gross revenue (excluding tax) on all sales including online sales.

Article 9. Handling of Sales Income

- 1. Official Participants shall record and, on a daily basis, report sales proceeds in a way determined and within the deadline established by the Organiser. The Organiser may, at regular intervals, request from Official Participants detailed revenue and reports pertaining to their Commercial Activities and perform any necessary audits during operating hours to confirm the proceeds of those Commercial Activities. The monitoring activities will be defined by the Organiser in further specific Guidelines.
- 2.Official Participants shall use the point of sale system provided by the Organiser free of charge to handle the sales income from their Commercial Activities. The registered data have to be available to the Organiser on a daily basis; information required in the registered data and the specific technical procedure shall be detailed in the Guidelines.

Article 10.Confirmation and Examination of Commercial Operation

- 1. The Organiser may carry out on-site inspections of the commercial facilities of Official Participants to see if the facilities are legitimately operated in compliance with the Laws and Regulations. In such cases, the Organiser's representative or each inspector shall carry relevant credentials and present them upon request by the Official Participant or other party concerned.
- 2. The Organiser may, based on the result of on-site inspections, direct the Official Participant concerned to take necessary remedial measures or measures of improvement. The Official Participant shall follow the directives of the Organiser.

Article 11. Sale of Exhibits after the Closing of Expo 2020 Dubai

- 1. After the closing of Expo 2020 Dubai and obtaining the Organiser's approval, Official Participants may sell the exhibits or materials used during the exhibition. No royalties shall be paid to the Organiser on such sales. For the avoidance of doubt, items under Article 4.3 hereof will continue to have Royalties applied.
- 2.If the above-mentioned items are sold by an Official Participant, it shall not enjoy the benefit of temporary admission or any other Laws and Regulations by which it would not otherwise benefit if it were not an Official Participant, as stated in Special Regulation 7. Moreover, these items shall be subjected to the completion of import procedures, submission of the import license, and payment of applicable taxes in accordance with the Laws and Regulations.





Article 12. Publicity

- 1. Official Participants may carry out publicity activities for Commercial Activities within their pavilions in accordance with this Special Regulation 9 concerning Commercial Activities by Official Participants. All the publicity materials shall bear the names and symbols of the Official Participants and indicate their exhibition items, and shall be subject to the examination of the Organiser. The publicity activities of Official Participants shall be conducted in compliance with the Laws and Regulations.
- 2. All the advertisements of Official Participants shall be in conformity with the requirements set forth by the Organiser. If a light-box advertisement needs to be installed, the Official Participant shall submit the design plan with detailed description of the specifications and location of the installation to the Organiser for approval.
- 3.To ensure the security, order and harmony of Expo 2020 Dubai, the Organiser may direct Official Participants to alter or remove their advertisements. The Official Participants concerned shall follow the directives of the Organiser.
- 4. Without the consent of the Organiser and the relevant Section Commissioner General, Official Participants shall not use in their advertisements the names of other countries, regions, cities, or any other similar names.
- 5.Official Participants shall not create blare or use loudspeakers outside their pavilions to attract guests and promote their items.

Article 13. Distribution of Food and Beverage Samples or Free Goods

- 1. The free samples of food or beverages or goods that Official Participants may distribute to guests within their own Plots shall be of their national origin and flavours. Official Participants may use the machinery, devices or equipment exhibited in the exhibition to produce such food and beverage or goods samples to be distributed free of charge. The samples, distribution and exhibited items must be in accordance with this Special Regulation 9.
- 2. The Official Participant who intends to distribute free samples of food or beverages or free goods shall submit to the Organiser for approval an application, including a list of items to be distributed, their quantity, time and place. The Organiser may add specific criteria, where necessary, for approval. Furthermore, such Official Participant shall post signs indicating that the distribution is free of charge.
- 3.In case the Official Participant violates the Laws and Regulations in the course of distributing the free samples or goods or the distribution is detrimental to the security, order and harmony of Expo 2020 Dubai, the Organiser may revoke its approval and direct that such activities be stopped.

Article 14. Restaurant for Staff

With the approval of the Organiser, each Official Participant may set up a restaurant for the exclusive use of its own staff. In this case, the Official Participant shall not pay any Royalties.

III. OPERATION OF COMMERCIAL ACTIVITIES

Article 15. Business Hours

1. The business hours of Commercial Activities shall be determined by the Organiser in light of the type and location of Commercial Activities of Official Participants and the daily opening hours of Expo 2020 Dubai. They shall be defined in Special Regulation N°13 Concerning Admissions.





- 2.Official Participants may not suspend Commercial Activities or change its business hours without previous agreement with the Organiser.
- 3. Under urgent circumstances such as force majeure, the Organiser may ask Official Participants to change the business hours of their Commercial Activities to ensure the successful running of Expo 2020 Dubai.
- 4.Official Participants may not use the changes in business hours referred to in the preceding paragraph as a reason for claiming compensation for damages from the Organiser.

Article 16. Price of Goods for Sale

- 1. Official Participants shall indicate clearly to guests the prices of goods and services they offer.
- 2. Commercial Activities shall be settled in Dirhams (AED).

Article 17. Management of Personnel

- 1. Official Participants shall notify the Organiser of the names and contact information of persons in charge of Commercial Activities and the names of the persons who carry out the Commercial Activities ("personnel"), and shall provide other information required by the Organiser. Official Participants shall notify the Organiser of any change in the above information in a timely manner.
- 2. The personnel shall participate in training conducted by the Organiser and wear identity badges when on duty.
- 3.In case of breach of Laws and Regulations or disruption of order or inappropriate behaviour by the personnel, the Organiser may direct the Official Participant concerned to remove such personnel from the Expo Site or forbid them from engaging in Commercial Activities within the Expo Site. The Official Participant shall follow the directives of the Organiser.

Article 18. Transport of goods

Official Participants shall comply with the requirements set forth by the Organiser when transporting into and out of the Expo Site goods, materials, equipment and other items related to Commercial Activities, as mentioned in Special Regulation No. 7 and its further Guidelines.

Article 19.Environmental and social performances of Commercial Activities

- Official Participants shall, as separately specified by the Organiser in the Guidelines, take every measure required to guarantee high environment and social standards performance of Commercial Activities.
- 2. For products and services related to Commercial Activities, Official Participants shall define a strategy to guarantee the adoption and application of criteria that will be defined in the Guidelines.
- 3. For all goods sold in the areas of the Commercial Activities, Official Participants shall use best efforts to guarantee that products are environmentally sustainable and preferred, i.e., those which have a low or reduced impact on people's health and the environment compared with other products and services. It is recommended that the products be accompanied by documents or certificates giving objective information that is both comparable and credible as regards the products' environmental performance, i.e., with environmental labelling systems that are internationally recognized (e.g., ISO standards).





4.In case of the organisation of official business and cultural events within the Expo Site, Official Participants will guarantee the adoption, where applicable, of measures aimed at the reduction of the environmental footprint of such events.

Article 20. Maintenance and control

- 1. Official Participants shall pay due attention to maintaining their facilities located in the areas where Commercial Activities are carried out in good order.
- 2.In the case where the Organiser, for security or other reasons, directs a Official Participant to carry out repairs on its concessions facilities, the Official Participant concerned shall abide by the directives given therefor.
- 3. Official Participants shall, when carrying out repairs on concessions facilities under the provisions in the preceding paragraph, comply with the directives of the Organiser in regard to the date and time for the completion of such repairs.
- 4.Official Participants shall, when carrying out improvements on their own concessions facilities, notify the Organiser of such improvements or changes and follow any directories given by the Organiser concerning such work.

Article 21. Expo 2020 Dubai Brand Management

- 1. All Official Participants must follow the Guidelines. There are dedicated Guidelines for each of the Official Participants which can be found on the Brand Portal. The Guidelines provide Official Participants with rules on using the Expo 2020 Dubai brand and protecting it from potential misuse or damage.
- 2. Official Participants may not use the intellectual property relating to Expo 2020 Dubai or owned by the Organiser without obtaining the prior approval of the Organiser.

Article 22.Expo 2020 Dubai Brand Protection and Association Rights

- 1. Expo 2020 Dubai brand governance also includes the protection of rights to associate with the brand and Official Participants shall follow all directives of the Organiser in order not to improperly or illegally associate with Expo 2020 Dubai. Organiser may take action against entities that are found to misuse Expo 2020 Dubai intellectual property or illegally associate with Expo 2020 Dubai in a manner not approved by Organiser. This would include both the misuse of any protected elements relating to the Expo 2020 Dubai brand, including words, images, logos or marks or other intellectual property, and the creation of an association with Expo 2020 Dubai such the members of the public would reasonably but incorrectly believe that there is an association between Expo 2020 Dubai and a party or product or service.
- 2.The Organiser grants the Official Participants the right to create an association with Expo 2020 Dubai in accordance with the BIE brand and visual identity guidelines as long as there is a signed agreement with the Organiser, the relevant Guidelines are followed and the necessary permissions have been granted.
- 3. The Organiser has the right to prevent entities from creating an association with Expo 2020 Dubai without the authorisation of Expo 2020 Dubai. Legal action will be taken against any entity or business that falsely suggests an association between them or their goods or services and Expo 2020 Dubai in any advertising or marketing material or on products or packaging or any other manner.





Article 23. Advertising and Sponsorship Restrictions

- 1. Official Participants will have access to certain Expo 2020 Dubai brand assets via the Brand Portal which hosts logo suites and relevant brand assets. Official Participants will be able to view and download brand guidelines, logos, and moving and still imagery. It also includes a workflow system that allows Official Participants to submit work that can be viewed by the Organiser's relevant team members for review and approval or non-approval.
- 2.All use of Expo 2020 Dubai intellectual property must be in accordance with the procedures set out in the Guidelines and must be submitted to the Organiser via the Brand Portal, at least 10 days before its use or launch to public, in order to ensure the consistency of the Expo 2020 Dubai brand. The intellectual property will be used only for the purposes requested and shall not be used for any other purpose or in a way that may compromise the intellectual property of Expo 2020 Dubai or the brand's emotional and commercial value.
- 3. Once a submission has been received, the Official Participant will receive feedback within 10 working days. Lack of feedback will not be deemed approval if the use of Expo 2020 Dubai intellectual property is inconsistent with the Guidelines. Communication will take place with the Official Participant's point of contact until the design and final product has been approved.
- 4.Official Participants can display the logo, trademark or other intellectual property of their own sponsors only within the physical interior of the pavilion and not outside the pavilion or on the external façade of the pavilion. Any such display must not be visible to the general public outside the pavilion. Sponsors of Official Participants do not have the right to use the Expo 2020 Dubai intellectual property except as outlined in the Guidelines.

Article 24. Performances and Events

- 1. Official Participants shall submit to the Organiser for approval six months prior to the opening of Expo 2020 Dubai the plans if they wish to hold special events at the Expo Site. The plans should list the time, venue and the themes of the events as well as other related information. The Organiser may change or supplement the items related to the special events.
- 2. The Organiser shall provide the Official Participants with the base venue and base equipment at no additional costs. Should the Official Participant request to use the Organiser's additional services and equipment, a published rate card for the usage of such event services and equipment shall be provided to Official Participants.
- 3.If the Official Participant wishes to organize general events outside of their plot, the Official Participant will have to register the event through a process facilitated by the participant portal. Official Participants organising events within their plots are requested to inform the Organiser for inclusion of these events in the Organiser's event calendar.

Article 25. Matters Requiring Approval

- 1. Official Participants wishing to use of Expo 2020 Dubai logo or trademark or any other intellectual property or any marketing or communications campaigns when such campaign is associated with Expo 2020 Dubai brand and/or logo must notify and receive approval from the Organiser.
- 2.Official Participants are recommended to inform the Organiser about any press announcements relating to their participation to Expo 2020 Dubai held at any time in any country or territory.





Article 26. Other Provisions

- 1. Official Participants shall comply with the requirements set forth by the Organiser when transporting goods, materials, equipment and other items related to Commercial Activities.
- 2.Official Participants shall not infringe upon intellectual property rights when conducting Commercial Activities. The Organiser shall assume no responsibility in case of breach of intellectual property rights by Official Participants.
- 3. Without the approval of the Organiser, Official Participants shall not use in their Commercial Activities the emblem, mascots or other intellectual property of the Organiser.
- 4.Official Participants shall abide by Special Regulations No. 4 concerning Construction or Improvements, and Fire Protection and Special Regulation No. 5 concerning the installation and operation of machines, apparatus and equipment of all types, in designing and construction of the areas for their Commercial Activities and the installation of equipment thereupon. They shall bear the related expenses incurred.
- 5. Official Participants shall comply with Special Regulations No. 10 concerning general services, health and hygiene, surveillance and security, distribution of water, gas, electricity, heating, air conditioning, etc. and telecommunications.
- 6.Official Participants shall take all necessary measures to protect the environment of the Expo 2020 Dubai site against any damage or pollution when conducting Commercial Activities.
- 7. Official Participants shall be held liable for any damage caused to consumers by their Commercial Activities as provided for in the Laws and Regulations.
- 8. The Organiser and the UAE authorities may perform health and hygiene inspections in the Plot area used for the Commercial Activities of the Official Participants. The control procedures will be detailed in the Guidelines.

