

Terms of Use for poly-E-fair 2021

Last updated: 27 July 2020

These Terms of Use ("Terms", "Terms of Use") govern your relationship with <https://polyefair.expo-ip.com> website (the "Service") operated by the poly-E-fair organisers Telejob, Forum&Contact, ETH Alumni Association ("co-organisers").

Please read these Terms of Use carefully before registration and use of the Service.

1. Platform, Duration, Access Hours

The online platform will be provided by a third party.

Duration: 13th April 2021

Access hours: 09.00am until 07.00pm (GMT +1)

2. Co-Organisers

Telejob
Commission of AVETH
Sonneggstrasse 3
CH-8006 Zurich

Forum&Contact
Commission of VSETH
Universitätstrasse 6
CH-8092 Zurich

ETH Alumni Association
Rämistrasse 101
CH-8092 Zurich

("co-organisers", "organisers", "us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

3. Bases of Contract

The Terms of Use of poly-E-fair 2021, the privacy policy of the third party platform, the Swiss data protection laws, as well as the organisational, technical and additional regulations are the bases of contract for the participation in poly-E-fair 2021. When making use of any further fair Services

especially instructed to and provided by the co-organisers, and carried out by their service partners, the general terms of business of that particular service partner are in force - in case of discrepancy, prior to the Terms of Use of poly-E-fair 2021.

4. **Content**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or company.

5. **Registration, Conclusion of Contract**

- Registration deadline: 15 December 2020
- Deadline for virtual booth design & content delivery: 15 February 2021

The registration is exclusively effected online through the website <https://www.polyefair.ch/company-registration/>. With the registration for poly-E-fair the participation fee is due. Each exhibiting company is legally responsible for their employees' keeping to these conditions. The exhibiting company commits itself to provide the digital material for their virtual booth, staff the booth during the event, and make the payment within the deadline.

6. **Admission**

Admitted exhibitors are companies which would like to promote themselves as employers for students, researchers researchers and graduates of ETH Zurich. The co-organisers reserve the rights to determine whether or not an exhibitor will be admitted. Employment agencies of any kind are excluded from the admission.

7. **Accounts**

The creation of an account requires that you provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your rights to use our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is used for our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

8. Participation Fees and Services

We offer a standard and a premium package for the participation.

The **standard participation** fee is CHF 2500.- (excl. VAT) and includes the following Services:

- participation in the virtual career fair on 13 April 2021
- account on the poly-E-fair platform
- max. 8 chat-profiles per company for employees who will attend the event
- 1 hour of technical support during preparation phase via email, telephone or Skype
- templates for the individually designed booth
- access to the public profile information of registered participants
- virtual tools for the exchange with participants: live streams (limited spots), live chats, talent search function

Startups receive a discount of CHF 2000.- (excl. VAT) on the standard participation fee, paying a total of CHF 500.- (excl. VAT), under the condition that the registration in the commercial register was not effected more than 36 months ago. Startups are charged extra for participation in live streams (+ CHF 500.-).

The **premium participation** fee is CHF 5000.- (excl. VAT) and includes the following Services:

- participation at the virtual career fair on 13 April 2021
- account on the poly-E-fair platform
- max. 15 chat-profiles per company for employees who will attend the event
- 2 hours of technical support during preparation phase via email, telephone or Skype
- templates for the individually designed booth
- access to the public profile information of registered participants
- virtual tools for the exchange with participants: guaranteed participation in live streams, live chats, talent search function
- highlighted booth on poly-E-fair platform
- bigger logo on marketing material
- exclusive interview to promote your company, its specialisation, policies and the working conditions

The maximum number of premium packages is limited to 5 exhibitors.

9. Terms of Payment

The registration is binding and chargeable. The participation fee is to be paid in net terms, in Swiss Francs and free of all charges within 30 days upon receipt of the invoice. In the event of non-payment within the extension period, the organisers reserve the rights to exclude the guilty party from any future event participation.

10. Withdrawal from Registration

Once the definite registration (noting this Terms of Use) has taken place, the contractual relationship cannot be rescinded. If, after a granted extension, the exhibitor doesn't fulfil the obligations which arise from the contract, the Terms of Use and the supplementary provisions, the co-organisers are authorized to withdraw from the contract and to terminate it respectively. The same goes for the case in which the exhibitor's preconditions for the conclusion of the contract are not or no longer given. The same applies if the exhibitor stops its payment, if their capital is judicially filed for reorganisation, if bankruptcy proceedings are instituted or if the exhibitor's company is in liquidation.

If the exhibiting company decides to withdraw from registration, 50% of the participation fee will be charged until two months before the event. After that, the whole participation fee is due.

11. Cancellation of Admission

The co-organisers are entitled to cancel the admission, if

- the virtual stand is discernibly not occupied in time - deadline for delivering the virtual content is 15 February 2021.
- the requirements for the admission of a yet registered exhibitor are no longer fulfilled, or the co-organisers later learn about reasons, which would have justified the exclusion of the exhibitor.

Reimbursements of the participation fee will not be executed.

12. Setting up of Virtual Stands, Stand Fittings, Stand Layout

During the access hours of the entire event, the booth must be virtually attended and supervised by proficient staff. The deadline for booth design and handing in content is 15 February 2021. Not respecting this deadline may be a reason for exclusion from the poly-E-fair 2021. The virtual stand must suit the overall plan of the event.

The organisers expressly encourage the exhibitors to make use of material which address a diverse audience and exclude any kind of discrimination, stereotypes or offense. If you have doubts, please refer to the website of Equal!, the office for Equal Opportunities and Diversity at ETH Zurich ([Website of Equal!](#)).



The co-organisers have the right to prohibit the exhibitor from setting up unsuitable, bothering or inappropriate content. If this request is not complied with before the deadline imposed, the co-organisers are entitled to cancel the admission on the Exhibitor's expense.

13. Intellectual Property

The Service and its original content (excluding content provided by users), features and functionality are and will remain the exclusive property of poly-E-fair and its licensors. The Service is protected by copyright, trademark, and other laws of both Switzerland and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of poly-E-fair.

14. Links To Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by poly-E-fair.

poly-E-fair has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. Participating companies further acknowledge and agree that poly-E-fair shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

15. Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, inform the co-organisers via email and you may simply discontinue using the Service.

16. Limitation Of Liability

In no event shall poly-E-fair, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

17. **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

poly-E-fair its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

18. **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Switzerland, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

19. **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

20. **Alterations, Force Majeure**

The co-organisers have the right to call off the event, shift it in time or alter its length. Hence, the exhibitor has no right to withdraw from the contract. If the co-organisers are not able to carry out the event due to force majeure or political reasons, the co-organisers are obliged to inform the exhibitors without delay. In principle, the claim for booth rent fails in this case, however, the co-organisers can bill the exhibitor for all the expenditures arisen from the work the co-organisers have been commissioned to do, as far as the result of the work is still of interest to the exhibitor. Should the co-organisers be able to carry out the event at a later date, they are obliged to inform the booth leasers on this matter without delay. The booth leasers are entitled to cancel their participation on the changed date within one week after the making of the announcement. In this case, they are entitled to a partial refund or waiver of the booth rental fee. If the co-organisers are

obliged to cut short or cancel the already started event due to force majeure or political reasons, the Exhibitor has no right to refund or waiver of the stand rental fee.

21. **Promotion**

Political promotion is inadmissible. The co-organisers are entitled to have recordings taken of the exhibition event, the exhibition sets and stands, and to use them for promotion or press release without the exhibitor's being entitled to object for any reasons. This also goes for photographs, screenshots, recordings and shots, which are directly taken by the press or television with the approval of the co-organisers. The co-organisers will also make use of the company's logo to promote the event with flyers, posters and other promotion material. The use of the promotion material is limited to the event in question. The organisers encourage all exhibitors to communicate their participation in the event via their usual communication channels (website, newsletter, social media etc.).

22. **Exhibitor's Claims, Written Form, Place of Performance, Legal Venue**

All the exhibitor's claims against the co-organisers are to be brought in writing. The statute of limitation begins with the first start of the event. Agreements which deviate from the conditions or their supplementary provisions, require the written form. It is solely Swiss law that is decisive. Zurich is both place of performance and legal venue. However, the co-organisers have the right to put forward their claims at the court of the place where the exhibitor has their headquarters.

If you have any questions about these Terms, please contact us.