STANDARD TERMS AND CONDITIONS FOR EVENT PARTICIPATION

These Standard Terms and Conditions for Event Participation (the “Standard Event Terms”) apply to participation in events organised by (or in cooperation with) RAI Amsterdam B.V. (“RAI”).

ARTICLE 1 – DEFINITIONS

Capitalised terms used in these Standard Event Terms have the following meanings:

1.1 Applicant: each natural or legal person who has submitted an Application Form to be a Participant in an Event, regardless of whether this application has been accepted by RAI;
1.2 Application Fee: the amount of the down payment owed by the Applicant to RAI at the time of the conclusion of the Participation Agreement for his application to take part in an Event;
1.3 Application Form: the online or other form by which a potential Participant applies to take part in an Event;
1.4 Conditions of Participation: the conditions contained in the Participation Agreement, the Specific Event Terms, the Stand Build-up Rules (if applicable), these Standard Event Terms and the Rules & Regulations together;
1.5 Controller: according to article 4 GDPR;
1.6 Convention Centre: the Convention Centre belonging to RAI and situated at Europaplein, Amsterdam;
1.7 Data subject: according to article 4 GDPR;
1.8 GDPR: General Data Protection Regulation 2016/679;
1.9 Event: the event to be put on by or in cooperation with RAI, whether or not in the Convention Centre;
1.10 Exhibitor Portal: RAI’s online portal containing the main information about the Event for the Participants;
1.11 Participant: every natural or legal person who has submitted an Application Form to be a Participant in an Event and with whom RAI has entered into a Participation Agreement. The Participation Agreement shall enter into force once the Participant has received a confirmation from RAI by email;
1.12 Participation Agreement: the agreement between the Participant and RAI on the basis of which the Participant is entitled to take part as such in the Event;
1.13 Participation Costs: the total costs payable by the Participant to RAI and comprising the Application Fee, Stand Hire and, if applicable, Stand Build-up charge;
1.14 Parties: RAI and the Participant;
1.15 Privacy Legislation: European and national regulations governing the protection of Personal Data, including the GDPR;
1.16 Processing / Processor: according to article 4 GDPR;
1.17 RAI: RAI Amsterdam B.V., which has its offices at Europaplein 24, 1078 GZ Amsterdam, the Netherlands, and is listed in the Trade Register of the Chamber of Commerce under number 34192575;
1.18 Rules & Regulations: the RAI Rules & Regulations which contain the rules applicable to all visitors to the Convention Centre, including exhibitors and hirers, and can be found at www.rai.nl;
1.19 Specific Event Terms: specific terms and conditions for event participation applicable to an Event;
1.20 Standard Event Terms: these Standard Terms and Conditions for Event Participation issued by RAI which are applicable to Applicants and Participants;
1.21 **Stand Build-up:** the construction and fitting out of the Stand Space, including the provision of gas, water, water drainage, power supply, telephone and other data communication connections at the Stand Space;

1.22 **Stand Build-up Rules:** any written Stand Build-up Rules applicable to an Event;

1.23 **Stand Hire:** the costs of hiring such number of square metres of floor area as determined by RAI for a Stand Space and any costs of the Stand Space;

1.24 **Stand Space:** the stand and accompanying square metres hired by a Participant at an Event.

Terms written in the singular include the plural and vice versa, insofar as the text requires.

**ARTICLE 2 – APPLICATION**

2.1 An application to participate in an Event should be made by completing the Application Form, which can be obtained directly from RAI in hard copy or through RAI’s online application module. An Application Form should be received by RAI only after it has been completed in full and duly signed. In the case the Application Form is filled in by a representative of Applicant who is not authorized to represent, also the personal details of the authorized representative need to be filled in.

2.2 The Applicant warrants that the data supplied with his application are correct and that the representative specified by him is duly authorised.

2.3 RAI will enter the data obtained from Applicants in a database kept by it for this purpose. Applicant agrees with the Privacy Statement of RAI.

2.4 Applications which cannot be accepted immediately owing to lack of space may be put on a waiting list. A decision on these applications shall be made before the opening of the relevant Event. Stand Space that falls free as a result of cancellation will be allocated in the same manner.

2.5 RAI reserves the right to refuse an application at its own discretion. RAI also reserves the right, as regards acceptance of applications, to grant priority to members of the associations or organisations acting as joint organisers,

2.6 If RAI refuses an application, it will refund any payments (including down payments) and will refrain from collecting the Application Fee.

2.7 The Participation Agreement is concluded solely by acceptance by RAI of the application (offer), whereupon the Applicant becomes a Participant. Acceptance shall be confirmed by RAI to the Participant by email.

2.8 After the Participation Agreement has been concluded, the Participant has the right to cancel the Participation Agreement free of charge during the cancellation term. The cancellation term is linked to the payment term for paying the Application Fee, and will usually be 21 days. The Participant can cancel his participation free of charge within the payment term as mentioned in the invoice, by sending an e-mail to RAI via the contact details as stated in the Specific Event Terms. After the free cancellation term, the cancellation conditions as stated in article 3 apply.

2.9 After allocation of the Stand Space, the Participant shall receive his user name and password. This will enable the Participant to visit the Exhibitor Portal, on which all important information can be found concerned the Event, including the Standard Event Terms, Specific Event Terms, the Stand Build-up Rules and the Rules & Regulations.

2.10 When allocating the Stand Space, RAI will specify the location, type and dimensions of the Stand Space allocated to and hired by the Participant. In allocating the Stand Space, RAI will take as much account as possible of the preferences of the Participant. The allocation of the Stand Space is binding on the Participant as regards both its dimensions and its location in the Convention Centre.
ARTICLE 3 – CANCELLATION AND STAND REDUCTION

3.1 Requests by a Participant to cancel or change a Participation Agreement (i.e. to reduce the number of square metres of Stand Space) may be submitted in writing or by email. RAI may grant such a request on condition that the Applicant in any event pays the subsequent cancellation fee, which is based on a fixed percentage of the Participation Costs:

- upon cancellation more than 365 days before the first Event build-up day: 15% of the Participation Costs;
- upon cancellation in the period from 365 to 183 days before the first build-up day of the Event: 50% of the Participation Costs;
- upon cancellation in the period from 182 to 63 days before the first build-up day of the Event: 75% of the Participation Costs;
- upon cancellation in the period from 62 to 32 days before the first build-up day of the Event: 100% of the Participation Costs;
- upon cancellation in the period up to and including 31 days before the first build-up day of the Event: 120% of the Participation Costs;

or such higher amount as is due in the RAI’s opinion as compensation for the costs incurred or yet to be incurred as a result of the cancellation or amendment. In the event of cancellation or change, the Participant will always owe the Application Fee to RAI.

3.2 The VAT owed on the fees referred to in this article will also be charged.

ARTICLE 4 – CHANGES

4.1 In extenuating circumstances, RAI has the right to amend the dates and times of an Event as stated in the Specific Conditions, the Stand Space, stand type and/or stand location allocated to the Participant or, in exceptional circumstances, to change the concept of the Event or to cancel the Event. In such case, the Participant shall not be entitled to claim compensation for any costs and/or loss or damage incurred.

4.2 Changes to dates, times, Stand Space, stand type and/or stand location or to the concept of the Event do not entitle the Participant to cancel his application in whole or in part.

4.3 If the Event is cancelled, the Participation Agreement will lapse. In such case, RAI will refund all payments made by the Participant to RAI, with the exception of the Application Fee and after deducting the costs already incurred by RAI in respect of the Event. Such costs will be wholly or partly apportioned among the Participants on a pro rata basis according to the Stand Space allocated to them. This refund will be made within 60 days after the date on which RAI has publicized the cancellation of the Event.

ARTICLE 5 – ADMISSION PRICES AND ADMISSION TICKETS

5.1 RAI may fix an admission price for the Event which applies to all visitors.

5.2 Upon payment of their Application Fee, Participants will receive a number of admission tickets, specified in advance, which shall provide continuous admission to the Event. These admission tickets are personal and may not be sold on or used by persons other than the Participant.

5.3 Participants may purchase extra admission tickets at a reduced rate from the RAI webshop.

ARTICLE 6 – EVENT PROGRAMME AND PARTICIPANTS

6.1 The Specific Event Terms shall describe the goods and services which will be exhibited at the Event. RAI has the right to refuse goods and services or immediately remove goods and services – or arrange for their removal – from the Event without owing any compensation for such removal and without having to give reasons, even if the goods and
services in question are as stated on the Application Form and/or in the Specific Event Terms. Any costs incurred in connection with such removal will be borne by the Participant.

6.2 For marketing purposes RAI can take photographs and/or make film recordings of the Event and the Stand Spaces and persons present there. RAI will ask consent for this purpose if needed. Participants and staff engaged by them must permit publication and/or distribution of the photographs and recordings and indemnify RAI against any claims in this respect.

6.3 Participants are not permitted to let children under the age of 15 work at the Event, or to bring them to the Event.

ARTICLE 7 – PAYMENT OBLIGATIONS

7.1 The Participant owes the Participation Costs specified in the Specific Event Terms and any other amounts specified in the Specific Event Terms. All amounts owed will be increased by the VAT due on them.

7.2 The Participation Costs, with the exception of the Application Fee which will be charged shortly after the receipt of the Application Form, will be invoiced in two instalments prior to the Event. The first instalment will be 25% of the Participation Costs, and will be charged after the Participation Agreement has become effective, but not earlier than one year before the start of the Event. The second instalment will be 75% of the Participation Costs and will be charged, in principle, three months before the start of the Event, unless provided otherwise in the Specific Event Terms. For the purpose of calculating the Stand Hire charge, part of a square metre will be treated as a full square metre.

7.3 If the Participant considers that he does not owe all or part of an invoice, he should inform RAI in writing or by email, giving reasons, within ten days of the date of the invoice, failing which any right to reduction of the invoice amount will lapse.

7.4 RAI is entitled to set off payments made by a Participant, first of all against any outstanding debts owed to RAI.

ARTICLE 8 – BUILD-UP

8.1 The Participant should construct and fit out the Stand Space on the stand location allocated to him and do so in accordance with the Conditions of Participation and any other instructions given by RAI.

8.2 If the Participant intends to build his own stand, he should submit a design of the Stand Space (in the form of a clear scale drawing or on the basis of a scale model accompanied by a single scale drawing) to RAI for approval no later than six weeks before the first build-up day of the Event. RAI has the right to withhold approval. In such a case the Participant should modify the design of the Stand Space within a period specified by RAI in such a way that approval can be granted after all.

ARTICLE 9 – VACATION AND BREAKDOWN

9.1 When vacating, dismantling and cleaning Stand Space, the Participant must strictly comply with the relevant instructions given by RAI, including the Rules & Regulations. If the Participant fails to meet his obligations, RAI shall be entitled to dismantle and clean the Stand Space.

9.2 The Participant is obliged, after the end of the Event, to restore the hired Stand Space to its original state. Any damage to the Stand Space and/or the Convention Centre will be borne by the Participant.
9.3 The goods of the Participant that are still present in the Convention Centre after the period(s) referred to in article 10.1 may be stored or destroyed at the expense and risk of the Participant.

ARTICLE 10 – USE OF STAND SPACE AND CONVENTION CENTRE

10.1 The Participant shall have access to the Convention Centre solely for the purpose of constructing, fitting out, using and dismantling of the Stand Space (or arranging for it to be constructed, fitted out, used and dismantled) during such period(s) as are specified in the Specific Event Terms.

10.2 The Participant is obliged to strictly comply with the instructions given by or on behalf of RAI, the Municipality, the fire brigade and other authorities.

10.3 Gangways and paths must be kept completely free at all times. RAI is entitled to clear the paths and keep them clear (or arrange for this to be done) at the expense of the Participant.

10.4 Unless expressly agreed otherwise in writing with RAI, the Participant is not permitted to:

a) hire out or part with possession of all or part of the Stand Space occupied by him to third parties, or exchange it with another Participant;

b) keep the Stand Space occupied by him closed or unstaffed during the time in which the Event is open to visitors or to cover and/or remove the exhibited goods or part thereof;

c) engage in activities which, in the opinion of RAI, cause damage to or detract from the Event as such, or one or more Participants, visitors, groups of visitors or third parties;

d) engage in activities that cause damage or nuisance to RAI, Participants and/or visitors, namely noise nuisance, obstruction of light or view or nuisance in any other form;

e) engage in activities that disrupt or are likely to disrupt fair competition;

f) project images, amplify speech by means of loudspeakers, and play music (live or otherwise) and/or make sounds that reach the limit of seventy-five decibels (75dB(A)) (measured at the perimeter of the Stand Space);

g) make changes in or to the Convention Centre, for instance by gluing, painting, hacking in, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and so forth;

h) offer or advertise – at or from the Stand Space – goods and services that are not listed by name in the application form or have been refused or removed on RAI’s instructions;

i) sell goods or services without RAI’s written consent;

j) exchange parts and accessories of exhibited goods (or arrange for their exchange) in the Convention Centre;

k) sell goods or services to consumers without giving them the right to return a product that is unfit for purpose and receive back the purchase price or to have an unfit product repaired or to exchange it for a product that is fit for purpose;

l) place or hand out goods and/or advertising material (flyers) of any kind whatsoever outside the Stand Space occupied by him;

m) use the partition walls of the adjacent Stand Spaces;

n) exhibit or otherwise use open, flowing, sprayed and/or atomised liquids at or in the vicinity of the Stand Space during the Event, without RAI’s written approval;
o) have any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides), foul-smelling substances or radioactive sources in the Convention Centre and/or have any open fires;
p) bring food and/or drinks into the Convention Centre or cause the same to be done, and/or stock or sell them and/or distribute them free of charge, unless they have been purchased from RAI and unless this is done in accordance with the provisions of the applicable laws and regulations;
q) organise lotteries and hold competitions without RAI’s consent; if a Participant has such consent, he must strictly comply with the applicable laws and regulations;
r) conduct or arrange for surveys among visitors to and Participants in the Event, other than within his own Stand Space.

10.5 The final decision on the use of the Stand Space and/or the Convention Centre by the Participant rests with RAI.

ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS
11.1 The Participant is not permitted to display, offer and/or sell any goods or services in the Convention Centre which infringe another person’s intellectual property rights. For this purpose intellectual property rights are deemed to include any patent, trademark, design right, copyright, know-how or domain name (or application for the same).

11.2 If infringement has been established in a judicial ruling, RAI is entitled to remove the goods concerned (or have them removed) at the expense and risk of the Participant, deny the Participant access to the Event and take whatever other measures that it considers necessary, without prejudice to the provisions of article 14.

11.3 RAI is the owner of the intellectual property rights relating to the Event. RAI may grant written permission to Participants and other third parties to use these intellectual property rights in such manner as RAI may direct.

ARTICLE 12 – CATALOGUE
RAI may, for the purposes of the Event, publish a catalogue or set up an internet site (or arrange for this to be done) describing the Participants present during the Event and their goods and services. The Participants are obliged to provide the requisite information to RAI for this purpose. Neither RAI nor any third parties engaged by it will be liable for errors, defects or omissions in the catalogue and/or on the Internet site, unless there has been intent or deliberate recklessness on the part of RAI (and/or third parties engaged by it).

ARTICLE 13 – RISK AND LIABILITY
13.1 Goods of a Participant, including their packaging, present in the Convention Centre are at the expense and risk of the Participant. RAI does not concern itself with the security or insurance of the goods.

13.2 The Participant is responsible for obtaining the requisite licences and permits for his participation in the Event and for Event-related activities as well as for complying with the laws and regulations applicable to his activities.

13.3 RAI is not liable for any loss or damage suffered directly or indirectly by a Participant, by his personnel, by persons working on the instructions of the Participant, by the holders of admission tickets issued to the Participant or by his visitors, unless in case of gross negligence of wilful intent on the part of RAI.

13.4 The Participant is liable for and must take out adequate insurance against any and all loss or damage of any nature whatever that is caused by acts or omissions of the Participant himself, his personnel, persons who work for him or on his instructions in any way
whatever, and holders of admission tickets issued to the Participant, and for loss or damage which is caused in any way by his goods and services.

13.5 The Participant indemnifies RAI against any and all claims that third parties may bring against RAI in connection with its acts or omissions.

13.6 RAI shall not be obliged to intervene in any disputes to which it is not party, with the exception of article 11.2, including but not limited to disputes between Participants and disputes between Participants and visitors.

13.7 Any liability of RAI is limited to the amount paid out under the terms of RAI’s liability insurance, provided always that, in the absence of cover, RAI’s liability is limited to the Participation Costs owed by the Participant on the basis of his application.

ARTICLE 14 – NON-PERFORMANCE

14.1 Where a Participant, his personnel, persons working for or on the instructions of the Participant and holders of admission tickets issued to the Participant act in breach of any provision of the Conditions of Participation or fail to follow an instruction given by or on behalf of RAI, RAI is entitled, without recourse to the courts and, where necessary, at the expense of the Participant, to take whatever measures it sees fit, including but not limited to the following:
- terminate all or part of the Participation Agreement, without the need for prior notice of default; and/or
- cancel the admission tickets issued to the Participant and bar the person(s) concerned from the Event and/or the Convention Centre with immediate effect; and/or
- cancel or discontinue the build-up of the Stand Space, close or vacate all or part of the Stand Space (or arrange for this to be done), and dispose of the Stand Space thus released or left unoccupied; and/or
- keep possession of, store and, if necessary, destroy the goods of the Participant and anything constructed or installed by the Participant; and/or
- exclude the Participant concerned from participating in the Event and any other Events to be organised; and/or
- if the Participant fails to pay the Participation Costs on time or in full, charge the statutory commercial interest and extrajudicial costs of collection on the amount of the claim(s);

notwithstanding RAI’s right to claim full compensation for any loss or damage suffered and/or yet to be suffered.

ARTICLE 15 – Confidentiality

15.1 Each Party shall treat as confidential and not disclose or use any information contained in this Participation Agreement or information that becomes available in the course of performing the Participation Agreement and of which it has been notified by the other Party that the information is confidential or that it should reasonably understand is confidential, unless and in so far as:
- disclosure is required by the Participation Agreement, by law or by the courts;
- disclosure is required by a supervisory authority or public body;
- disclosure is necessary to enforce this Participation Agreement in court proceedings;
- the other Party has given written permission for disclosure;
- the information has come into the public domain through no fault of the disclosing Party;
- disclosure is necessary in order to obtain advice from a professional adviser.
In the event of disclosure of information in the cases referred to above, the disclosing Party shall consult the other Party about the content, form and timing of the intended disclosure.

ARTICLE 16 – RAI’S UMBRELLA PERMIT / General municipal Bye-Law (APV) of Amsterdam Municipality

16.1 RAI has been granted an umbrella (i.e. a comprehensive) permit authorising it to organise a range of activities covered by the APV, as described in the Rules & Regulations. If a Participant wishes to organise an activity that is covered by RAI’s umbrella permit, he should request RAI’s consent. RAI will decide on the request as quickly as possible.

16.2 A Participant is deemed to have ascertained before making an application whether the activities he intends to organise require RAI’s consent. If the Participant fails to request RAI’s consent for an activity that falls within the scope of the umbrella permit, RAI may take immediate action to terminate the activity (or have it terminated) and may, as a last resort, rescind the Participation Agreement.

16.3 If RAI grants consent for the organisation of an activity, the Participant – or a third party who makes use of such consent through the intermediary of the Participant – must strictly comply with the conditions attached to the consent.

16.4 A Participant – or a third party who makes use of such consent through the intermediary of the Participant – is obliged at all times to cooperate in any check on compliance with the conditions attached to the consent.

16.5 If a Participant – or a third party who makes use of such consent through the intermediary of the Participant – wholly or partly fails to comply with any condition attached to a consent, the Participant will be fully liable for any loss or damage suffered by RAI as a consequence. Loss or damage includes for this purpose any sanctions imposed on RAI by or on behalf of the competent authority on account of breaches of or non-compliance with the decision granted to RAI.

16.6 RAI will not be liable for any loss or damage which the Participant – or a third party who makes use of such consent through the intermediary of the Participant – suffers as a consequence of the actions of RAI in monitoring compliance with the conditions attached to the consent (unless there has been intent or deliberate recklessness on the part of RAI) or as a consequence of any enforcement action taken by the competent authority.

16.7 Insofar as third parties who make use of such a consent through the intermediary of the Participant are subject to any obligation under this article, the Participant is obliged to impose these obligations on such third parties. The Participant indemnifies RAI against all claims of third parties which use or wish to use the consent, insofar as the claims are in any way connected with such matters as the granting or withholding of consent, the content of the consent, or the measures taken by RAI or the competent authority in monitoring and enforcing the conditions attached to the consent. This is without prejudice to the liability of the Participant in accordance with article 15.5.

ARTICLE 17 - PRIVACY

17.1. Personal data will be exchanged between RAI and the Exhibitor when performing the services agreed under the Participation Agreement. Both parties are Controller when Processing Personal Data according to the applicable Privacy Legislation. Parties will conclude a separate Data Processing Agreement if a Party acts as a Processor with regard to a specific service.

17.2. The Exhibitor and RAI will process the Personal Data carefully and in accordance with the applicable Privacy Legislation. The Parties will, among other things, implement
appropriate technical and organizational measures according to article 32 GDPR to secure the Personal Data.

17.3. The Exhibitor is responsible for compliance with all applicable Privacy Legislation, from the moment it receives Personal Data from RAI and up to the moment it has send Personal Data to RAI.

17.4. The Exhibitor will only process Personal Data received from RAI under the Participation Agreement, such as via badge scanning during an Event, insofar that is necessary for performing the services agreed under the Participation Agreement. The Exhibitor may use the Personal Data of visitors received from RAI via badge scanning only once to contact this visitor about products or services of the Exhibitor.

17.5. The Exhibitor will under no circumstances and in no way provide this Personal Data to third parties, unless this is necessary for performing the services agreed under the Participation Agreement or when legally obliged.

17.6. The Exhibitor will inform the Data Subject in accordance with Articles 13 and 14 of the GDPR about their Processing of Personal Data, including the transfer to RAI.

17.7. RAI informs the Data Subject about its Processing activities in its privacy statement that can be accessed via: https://www.rai.nl/en/privacy-statement/.

17.8. The Exhibitor and RAI will each handle a request or an objection from a Data Subject in accordance with the applicable Privacy Legislation. If the Exhibitor receives a request from a Data Subject that also relates to the processing of Personal Data by RAI, the Exhibitor will consult with RAI as soon as possible but no later than within 7 days about the handling of that request.

17.9. Exhibitor will inform RAI immediately if the Exhibitor detects or reasonably suspects that a data security breach has occurred with regard to the Personal Data or is in any way aware of any request or investigation by a supervising authority, such as the Dutch Data Protection Authority or the Consumer and Market Authority, or any other reason that could lead to such an investigation with regard to the processing of Personal Data within the framework of the Participation Agreement.

ARTICLE 18 – APPLICABILITY OF STANDARD EVENT TERMS

18.1 If and insofar as any provision of the Standard Event Terms is null and void or is avoided, the other provisions of these Standard Event Terms will remain in force in full. RAI will then adopt a new provision to replace the provision that is null and void or has been declared avoided, taking account as far as possible of the tenor of the former provision.

18.2 The applicability of any terms and conditions of the Participant is expressly rejected, notwithstanding any previous or subsequent reference to – or declaration of the applicability of – such terms and conditions of the Participant, for example on invoices.

18.3 In the event of conflict, the Conditions of Participation will prevail in the following order:
   a) the Participation Agreement;
   b) the Specific Event Terms;
   c) the Standard Event Terms;
   d) the Stand Build-up Rules;
   e) the Rules & Regulations.

ARTICLE 19 – DISPUTES

19.1 The Conditions of Participation and all legal relations which may arise between RAI on the one hand and the Participant and/or Applicant on the other will be governed exclusively by Dutch law.

19.2 In the event of disputes resulting from the Conditions of Participation or legal relationships arising from them, the Parties will first of consult together in order to attempt to resolve
this dispute by amicable means. If the Parties do not succeed in this, a dispute as referred to above will be decided exclusively by the competent court in Amsterdam, without prejudice to the right of appeal and appeal in cassation.

19.3 If, for any reason whatever, a Participant or Applicant does not have an address or place of residence known to RAI, the Participant will be deemed to have chosen the offices of RAI at Europaplein 24, Amsterdam, the Netherlands, as its address for the service of all notices and the like which RAI may wish to give in connection with the Conditions of Participation and their implementation.

ARTICLE 20 – RESIDUAL PROVISION

20.1 RAI will decide on all matters for which the Conditions of Participation make no provision or in all cases in which they are deemed unclear.

20.2 This English text of the Conditions of Participation is a translation of the Dutch original. If the Dutch and English texts of the Conditions of Participation are unclear or mutually inconsistent the Dutch text will prevail.

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