

Special Activity Application Terms

1. Definitions

- 1.1. **“Activity”** means the Proposed Activity identified on the Special Activity Application Form.
- 1.2. **“Affiliate”** means an entity, corporation or partnership which, whether directly or indirectly, controls, is controlled by, or is under common control with a party.
- 1.3. **“Applicant”** means the organization identified as the “Exhibitor” on the Special Activity Application Form.
- 1.4. **“Application”** means the Special Activity Application Form and all attachments, together with these Special Activity Application Terms.
- 1.5. **“Event”** means Mobile World Congress.
- 1.6. **“Exhibition T&Cs”** means the GSMA Standard Terms and Conditions for Exhibition, Advertising, and Sponsorship.
- 1.7. **“GSMA”** means GSMA Ltd., located at 165 Ottley Dr NE #150, Atlanta, GA 30324, United States of America.
- 1.8. **“Venue”** means the venue at which the Activity is proposed to occur.

2. General

- 2.1. Submission of the Application constitutes an offer capable of acceptance by GSMA.
- 2.2. No performance of the Activity will be permitted on-premises without acceptance, in writing, of this Application by GSMA.
- 2.3. Any change in the information contained herein or in the Application requires approval, in writing, by GSMA to be effective.
- 2.4. On acceptance by GSMA, this Application will form part of the Exhibition T&Cs with relation to the Activity.
- 2.5. Applicant should, at all times while at the Venue, maintain a copy of GSMA’s approval of this Application and the relevant insurance policy available for inspection on request.
- 2.6. Neither GSMA nor Fira de Barcelona are liable in any way for any violation or noncompliance with the terms of this Application by Applicant or Applicant’s agents, employees, referrals, or contractors.
- 2.7. GSMA or Fira de Barcelona may prohibit entry, or require immediate removal of discontinuance of any Activity which is (a) not in compliance with the terms described herein; or (b) not described in an approved Application, in advance, by GSMA.
- 2.8. GSMA and Fira de Barcelona reserve the right, without liability, to require any Applicant at any time to cease usage or remove the Activity from the Venue upon concerns (in GSMA’s sole discretion) related to safety or breach of any provision hereunder.
- 2.9. The terms of this Application apply solely to the Activity and operation thereof at the Event.

3. Representations

- 3.1. By submitting this Application, Applicant represents and warrants that it is, and will at all times remain, in full compliance with (a) the terms of this Application; (b) all instructions of GSMA and Fira de Barcelona, as provided at any time; and (c) all local, national, and international regulations related to performance of the Activity.

3.2. Applicant represents and warrants that (a) the Activity has been determined to be safe and fit for use by the general public; (b) Applicant is fully authorized to perform such Activity; (c) the Activity will have a suitable number of qualified operators present at all times, who are solely responsible for ensuring its safe operation; (d) Applicant will comply with all requirements for installation and maintenance of protective barriers and safety equipment as required or requested; (e) Applicant has all required documentation required for the transport and use of the equipment required for the Activity; and (f) Applicant has obtained all required permits and completed all trainings necessary with respect to the Activity. Any failure to comply with this paragraph is a material breach of the terms of this Application.

4. Indemnification

4.1. In consideration for permission of GSMA and Fira de Barcelona to perform the Activity in the Venue, Applicant agrees on its own behalf and on behalf of its subcontractors, agents, successors and permitted assigns, which shall be jointly and severally liable for damages hereunder, to forever indemnify, defend, and hold harmless GSMA and Fira de Barcelona, including their respective parent company, subsidiaries, Affiliates, divisions, and each of their principals, directors, officers, agents, representatives, members, and employees (collectively “**Indemnitees**”) from and against all claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, suits, demands, liabilities, damages, and expenses of whatever kind, including court costs and reasonable attorneys’ fees, for personal injury or for the loss or threatened loss, destruction, or damage of any real or tangible property, arising in whole or in part by the acts or omissions of the Applicant or any of Applicant’s officers, agents, employees, referrals, or contractors, under or in any way related to the possession or operation of the Activity.

5. Insurance

5.1. Applicant understands that acceptance of this Application (and therefore operation of the Activity at the Event) is contingent upon Applicant securing the level of insurance coverage required by GSMA on analysis of this Application, and provision of an insurance certificate evidencing such coverage to GSMA prior to commencement of the Event.

6. If accepted by GSMA, the Application will constitute a binding agreement between GSMA and Applicant in respect of Applicant’s possession and operation of the Activity at the Event.
7. The rights and obligations contained herein are without prejudice to those contained in any other agreements between the parties related to the Event, including but not limited to the Exhibition T&Cs.
8. In the event of a conflict between the terms of this Application and any other terms between the parties, the terms of this Application shall prevail.