

STANDARD RULES & REGULATIONS

TERMS & CONDITIONS

1. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply:
"Application Form" shall mean the application form overlaid.
"Contract" shall mean the contract established between the Exhibitor and the Organisers upon the Organisers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions and the Application Form, in the Exhibition.
"Data Protection Law" shall mean all laws related to data protection and privacy that are applicable to any territory where Organisers or Exhibitor processes personal data, where the Exhibition takes place, where any element of the services are provided and/or where Organisers or Exhibitor is established.
"Exhibitor" shall mean the exhibitor stated in the Application Form.
"Exhibition Centre" shall mean the centre named in the Application Form or such other venue as may be selected by the Organisers under clause 4.
"Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Centre.
"Exhibition Space" shall mean any space in the Exhibition Centre loaned to the Exhibitor by the Organisers for the purposes of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and nonshell (raw) spaces.
"Exhibitor's Official Directory" shall mean the official directory of the Exhibitor published by the Organisers or an associated company.
"Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licensors of the Exhibitor.
"Exhibitor's Manual" shall mean the manual supplied by the Organisers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time).
"Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Application Form).
"Organisers" shall mean the persons or persons named as the organisers of the Exhibition on the Application Form.
"Repeatable breach" shall mean any breach of security leading to the accidental, unauthorised or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data.
"Representatives" shall mean the exhibitors, servants, agents, contractors, subcontractors and other representatives of the Exhibitor.
"Rules and Regulations" shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Centre made by the Exhibition Centre Operator.

2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall, and shall procure that its Representatives shall observe and comply with the Rules and Regulations, copies of which are obtainable from the Organisers on request.
The Exhibitor shall, and shall procure that its Representatives shall, observe and comply with the Exhibitor's Manual.

3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the Application Form which shall be submitted to the Organisers for approval accompanied by a non-refundable non-transferable deposit for the rental of the Exhibition Space as stated in the Application Form. The Organisers reserve the right to accept or refuse any application without giving any reason. If the Organisers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organisers, complete and submit an Application Form.
The Exhibitor shall co-operate with the Organisers to provide them with any reasonable information which they require about it. An Exhibitor cancelling or reducing his space reserved shall not receive any refund. Acceptance of any payment made by an Exhibitor does not mean that the application is successful unless and until the booth location has been assigned.

4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is loaned to the Exhibitor (in common with the Organisers and all others authorised by the Organisers) on a non-exclusive basis. The Exhibitor is prohibited to sub-licence the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorised sub-licensor complies with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensor and shall indemnify the Organisers in accordance with clause 12. The Organisers reserve the right to cancel the participation and licence immediately if unauthorised booth sub-letting occurs and the Exhibitor shall not be entitled to any refund.

Any Exhibitor who wishes to use a company name in its Exhibition stand which is different to that stated on its Application Form must submit notice of this change to the Organisers at least three months prior to the commencement of the Exhibition together with the following:-
(i) a declaration signed by a certified accountant or a company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or
(ii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.

The Organisers may allocate the Exhibition Space in any manner as they deem fit but may take into account of such factors as the order of applications received and the nature of the Exhibitor's business.

The Organisers reserve the right at their sole discretion to change the location or venue of the Exhibition, the opening hours of the Exhibition, the term of duration of the Exhibition, the date or dates on which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and to undertake any kind of alterations to the Exhibition Space whatsoever.

In the event that the Organisers change the location or venue of the Exhibition, or the date or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.

Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval.

An Exhibitor who is allocated stand space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in particular, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual.

The Organisers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications and which is not conforming to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitor for rent and charges shall not be refunded. If any such alterations or removals are not made within the time specified by the Organisers then the Organisers may undertake the same at the risk and cost of the Exhibitor, and the Exhibitor shall reimburse all costs and express incurred in relation thereto by the Exhibitors on demand.

5. EXHIBITS

No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licences) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be left running in the absence of such persons.

All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any dangerous goods (within the meaning of the Dangerous Goods Ordinance and any regulations from time to time applicable thereto) in the Exhibition Space.

Advertising literature should be distributed from the Exhibitor's own stands only. No business activity shall be conducted by the Exhibitor and/or its staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.

The Organisers reserve the right to remove at the Exhibitor's expense and risk any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form or any exhibits in respect of which the Exhibitor has not obtained the required customs clearances, regulatory approvals or licences. If any of the Organisers finds any non-compliance by the Exhibitor of any applicable law or regulation (including without limitation any customs, import and export related laws and regulations), it may report to the relevant authorities and assist the authorities with the enforcement of such laws and regulations. The Exhibitor shall indemnify the Organisers for any loss, cost, expense, liabilities incurred by the Organisers arising from or in connection with the Exhibitor's such non-compliance.

The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations ("Prohibited Goods") or any goods which in their manufacture or production fail to comply with the Convention on International Trade in Endangered Species of Wild Flora and Fauna ("CITES") or any other international standards, regulations and legislation in respect of ethical slaughtering and conservation of endangered species, including without limitation standards issued by the World Conservation Union ("IUCN") (United Nations). The Organisers shall have the right, without recourse, to physically remove any goods which to or any Hong Kong SAR court or relevant authority deemed to be Infringing Goods, Prohibited Goods or Unethical Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition stand and in any such event, the Exhibitor shall have to finance or offer other claim against the Organisers.

The Exhibitor agrees to indemnify and hold harmless the Organisers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, awards, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of the Exhibition of any Infringing Goods or Prohibited Goods or Unethical Goods by the Exhibitor, or acts by third parties as a consequence thereof.

At such time after the close of the Exhibition as the Organisers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organisers in as good and clean order and condition as it was when initially loaned to the Exhibitor.

Any property remaining after the last day designated by the Organisers for material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

6. TERMS OF PAYMENT

Payment of the Fees by the Exhibitor stipulated in this Contract is of the essence to participation by the Exhibitor in the Exhibition. If any amounts payable under this Contract are not paid to the Organisers by their due date of payment (whether in Fees or otherwise), then the Organisers shall be entitled to charge interest on such sum from the due date of payment (at the annual rate of 4% above the base lending rate from time to time of HSBC Limited Hong Kong, accruing on a daily basis and being compounded quarterly) until payment is made, whether before or after judgment.

7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.

Details of Exhibition hours are set out in the Exhibitor Manual or as otherwise notified in writing by the Organisers. During these times the Exhibitor shall ensure that: (a) the stand space is adequately staffed by the Exhibitor's authorised personnel and/or representatives; (b) the Exhibitor has all operational and/or displayed (as the case may be); and (c) Exhibitor is ready and able to conduct business.

The Exhibitor shall supply to the Organisers the name of at least one person to be its representative in connection with the installation, operation and removal of the Exhibits and shall ensure such person is available to be contacted by the Organisers at all times during the opening hours of the Exhibition and reasonably available at other times during the Exhibition period.

The Exhibitor shall be responsible and liable for obtaining appropriate consents to and licences for its use of all intellectual property rights in any Exhibits or other materials used in connection with the Exhibition.
Exhibitors and their Representatives shall not, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions or the Rules and Regulations.

The Exhibitor shall (and shall procure that its Representatives shall) at all times act as to avoid putting the Organisers in breach of the licence (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it.
The Organisers reserve the right in its absolute discretion at any time to require the Exhibitor to remove (or to cease) any Exhibit (whether specified on the Application Form or not) which is being displayed at the Exhibition if the Organisers reasonably believe that such Exhibit contravenes any provision of this Contract or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.

It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form (images) without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organisers on demand any material in whatever media on which images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.

Should the Exhibitor or its Representative record any image in breach of the above rule, the copyright and other intellectual property or other rights (including the avoidance of double, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organisers unconditionally and immediately on the creation or recording of the images. The Exhibitor undertakes to execute all deeds and documents and to do all things (and shall procure that its Representative executes all deeds and documents and does all things) as the Organisers may require to vest the IPR in the Organisers including, without limitation, delivery of the images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organisers to execute the same in his name and on its behalf and as its attorney.

The Exhibitor agrees to indemnify and hold harmless the Organisers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, awards, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record images, or any infringement of third party IPR by the Exhibitor.

The Exhibitor acknowledges and agrees that the Organiser, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its Representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants the Organiser and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and licence to use (and grant others the right to use) the images whatsoever without any compensation. The Exhibitor acknowledges that the Organiser is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images; and (b) any and all claims the Exhibitor and its Representatives may have relating to or arising from the images or that use.

It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor.

The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be both attendants nor may they enter the Exhibition Hall during the Exhibition and the morning in periods.

The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Centre. The Exhibitor will pay or reimburse on demand to the Organisers the costs of making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives. The Organisers reserve the right to release admissions to the Exhibitor and/or any of the Exhibitor's Representatives or to evict the Exhibitor and/or any such Representative to leave in their opinion his or her behaviour is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The Organisers of the Exhibitor is final in this regard.
The Organisers and any other person either authorised by the Organisers or having an interest in the premises shall without notice be entitled to access all reasonable times before, during and after the Exhibition the Exhibitor's stand space.

8. OTHER OBLIGATIONS

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual.
Each of the Organisers and the Exhibitor undertakes to the other that it shall use all reasonable endeavours to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed by any third party acting in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator. Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be used by the Organisers in accordance with its privacy policy, see https://www.offmarnamarkets.info.com/files/privacy/information_en.html.

USE OF BRANDING:

Subject to the Exhibitor complying with the provisions of this Agreement and any branding guidelines set out in the Exhibitor Manual or otherwise provided in writing to the Exhibitor, the Organisers hereby grant the Exhibitor a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence (in the event of termination of the licence between the date of the Contract and the end of the Exhibition, to use such branding as may be provided by the Organisers to the Exhibitor (the "Organisers Branding") for use by the Exhibitor solely and strictly for the purpose of promoting, marketing and advertising its participation in the Exhibition.

Subject to the Organisers complying with the provisions of this Agreement, the Exhibitor hereby grants the Organisers a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence, to use such branding as may be provided by the Exhibitor to the Organisers (the "Exhibitor Branding") for use by the Organisers solely and strictly for the purpose of promoting, marketing and advertising the Exhibition and the Exhibitor's involvement in the Exhibition.

IDENTITY OF EXHIBITORS

Exhibitor warrants that it and/or its Representatives (including, for the avoidance of doubt, any stand shares approved in writing by the Organisers and their Representatives) are (i) incorporated in, owned or controlled (whether directly or indirectly) by a party incorporated in, or otherwise ordinarily a resident of one of the following abbreviated territories: Cuba, Iran, North Korea, Sudan and Syria, and (ii) not designated on, or otherwise owned or controlled by a party designated on, or in the list of sanctioned parties administered by the United States, European Union, United Kingdom and/or the United Nations.

9. INSURANCE

The Exhibitor is required to be adequately insured in relation to its activities under this Contract, including, without limitation, Exhibitor's participation in the Exhibition and any changes to the Exhibition which may be made in accordance with these terms and conditions. Without limitation to the foregoing, Exhibitor shall take out and maintain at all times a General Liability Insurance with a recognised insurer against personal injury, death and damage to or loss of property for not less than HK\$25,000,000 per occurrence or claim. If Exhibitor cannot provide satisfactory evidence of such insurance cover, the Organisers shall be entitled to cancel the Exhibitor's right of participation immediately and Exhibitor shall not be entitled to any refund. The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Exhibition pursuant to clause 4 and/or any postponement or cancellation of, or other change to, the Exhibition under clause 10.

To provide the Exhibitor with this level of cover and further additional covers, the Organiser has arranged for the Exhibitor to be covered under its insurance policy for a participation fee. An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued by email when payment of the Insurance Participation Fee is made with the Exhibitor's invoice. Please note payment of the Insurance Participation Fee must be made before the Exhibition commences. The standard limits under this insurance policy are:

Cover Headings	Standard Limits	Brief Summary of the Cover
Exhibitor Expenses	HKD 200,000	Loss of irrecoverable expense sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises.
Exhibitor Property	HKD 200,000	Physical loss of or damage to property for which you are responsible.
General Liability	HKD 25,000,000 each occurrence	Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property of the Venue.

Full Policy terms and conditions available on request.

If the Exhibitor believes it already has adequate General Liability cover in place, the Exhibitor will receive email instructions as to how this can be uploaded onto iEveco Ltd's portal. This will then be reviewed by iEveco Ltd, who are a specialist insurance broker and who administer the Organiser's insurance.

Please do not send any insurance documentation to the Organiser. A full specimen policy wording, showing the terms, conditions and exclusions of the cover is available from iEveco Ltd via their website www.eveco.com/Event-exhibition-organisers. We strongly recommend the Exhibitor read the policy wording as some exclusions apply. This service is provided on a non-advised basis and the Exhibitor should make sure that the minimum limits are sufficient for its needs. If you have any questions about the policy, you can speak with our Hong Kong insurance broker, MG McGrathly, on +852 2877 8006.

The Organiser accepts no liability in connection, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of, or failure to provide or access to, or provision of the insurance policy by iEveco Limited. The Organiser has no responsibility to the Exhibitor for, and hereby disclaims all liability arising from, the acts or omissions of iEveco Limited or any third parties required to provide the insurance policy and related services hereunder.

10. POSTPONEMENT AND CANCELLATION

In addition to the Organisers' rights under clause 4, the Organisers may, without reason being necessary and without incurring any liability whatsoever to the Exhibitor other than as provided in clause 10, cancel the Exhibition, or alter its date, location, postponing, indefinitely, or otherwise make changes to the Exhibition, if in the sole opinion of the Organisers:

- holding of the Exhibition by the Organisers, or the performance by the Organisers of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organisers including, without limitation, any of the following:
act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use;
- any other circumstance, occurrence or cause arises that makes it in the opinion of the Organisers impossible, impractical, or undesirable for the Organisers to hold the Exhibition as initially planned.

11. TERMINATION

This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:-
(1) the Exhibition is cancelled under clause 10;
(2) the Organiser are not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition;

- payment of Fees is not made to the Exhibitor in accordance with Clause 6;
- the Exhibitor fails to arrange insurance cover in accordance with Clause 9;
- the Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated to it;
- the Exhibitor becomes insolvent, or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
- the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute;
- the Exhibitor is in breach of any provision of this Contract, including without limitation its obligations in clauses 5 and 7 in relation to Infringing Goods, Prohibited Goods and recording of images, or of the Exhibitor's Manual; or
- the Exhibitor is in breach of any applicable local legislation, rules or regulations, or any export and/or financial control and/or sanction under any applicable legislation, rules or regulations relating to the Exhibitor or any Representatives (including, for the avoidance of doubt, any stand shares approved in writing by the Organisers and their Representatives).

Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith. If this Contract is terminated under any of subclauses 11(2) to 11(6) above the Organisers shall be entitled forthwith to re-lease the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organisers shall have the right to claim for the balance of the Fees and for any loss or damage suffered or additional express incurred by or on behalf of the Organisers as a consequence thereof.

Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Organisers at the Exhibitor's expense immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a claim for any amount over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of general fees for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition.

Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith. If this Contract is terminated under any of subclauses 11(2) to 11(6) above the Organisers shall be entitled forthwith to re-lease the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organisers shall have the right to claim for the balance of the Fees and for any loss or damage suffered or additional express incurred by or on behalf of the Organisers as a consequence thereof.

Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Organisers at the Exhibitor's expense immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a claim for any amount over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of general fees for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition.

Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith. If this Contract is terminated under any of subclauses 11(2) to 11(6) above the Organisers shall be entitled forthwith to re-lease the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organisers shall have the right to claim for the balance of the Fees and for any loss or damage suffered or additional express incurred by or on behalf of the Organisers as a consequence thereof.

12. LIABILITY, INDEMNITY AND REUNDS

(PLEASE REVIEW THIS CLAUSE CAREFULLY)

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk.

The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, awards, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers, its employees, agents or contractors arising out of any breach of any of this Contract or of the Organisers or of any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives.

All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.

The Organisers shall not be liable for any losses (including consequential losses, damages, demands, costs, claims, charges) or other expenses of any kind suffered or incurred by the Exhibitor, their Representatives or any other person arising in connection with the Exhibition including, without limitation, (a) any theft, fire, (b) use of the Security Room Services, (c) defect in the Exhibition Centre howsoever caused, (d) cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organiser, (e) any matter referred to in paragraph 3 & 4 of these Terms and Conditions, (f) any types of taxes avoided or imposed by government (including any government agency or department) or regulatory authority to the Exhibitors or their Representatives, (g) any natural calamity or any act of God, howsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from any such event and/or from its booths and its portion of the shell scheme. The Exhibitor and/or their Representatives shall have no financial or other claim against the Organisers.

Subject as below, the Organisers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organisers or any other party by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services or the Exhibitor's Official Directory or in any promotional material, information or thing produced or commissioned by the Organisers or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organisers carrying out any of their obligations under this Contract or the Exhibitors' Manual, or (e) any loss or damage or any indirect or consequential loss caused by arising from any of the equipment and computer systems (including all hardware and software) of and services provided by the Organisers, by any supplier to the Organisers or by the Exhibition Centre Operator failing or being defective. In the event that the Organisers postpone, change the venue of, or otherwise make changes to the Exhibition under clause 4:

- the Contract shall continue to bind the parties;
- the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and
- the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition.

In the event that the Organisers cancel or permanently postpone the Exhibition under clause 10, the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Exhibition.

The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organisers as organisers of the Exhibition.

Neither the Organiser nor any of its respective agents shall be liable to the Exhibitor under this Contract in connection, tort (including negligence), breach of statutory duty or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity for or any indirect, incidental, special or consequential loss arising under this Contract (whether or not reasonably foreseeable and even if it has been asked of the other incurring the same). The Organiser shall liability in connection, tort (including negligence and breach of statutory duty) or otherwise arising in connection with the Contract shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with which such liability arises.

All warranties, conditions and other terms implied by statute are, to the fullest extent permitted by law, excluded from this Contract. Nothing in this Contract shall be effective of limiting or excluding the Organisers' liability for death or personal injury caused by negligence of the Organisers, fraud or fraudulent misrepresentation or any liability to the extent it cannot be excluded or restricted by law.

13. COMPLIANCE WITH LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all necessary, approvals, licences, licences and the like as may be required to its participation in the Exhibition.

In addition, the Exhibitor must also observe and comply with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) and any other international standards, regulations and legislations in respect of ethical slaughtering and conservation of endangered species, including but not limited to, regulate the standards issued by International Union for Conservation of Nature's (IUCN).

14. DATA PROTECTION

Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679). Each party shall: (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law; and (ii) act reasonably in providing such information and assistance as the other party may reasonably require to enable the other party to comply with its obligations under Data Protection Law. If the other party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to its data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Organiser collects, uses and protects personal data in accordance with its privacy policy, which can be found here: https://www.offmarnamarkets.info.com/files/privacy/information_en.html.

Without prejudice to the generality of the above paragraph, Exhibitor acknowledges and agrees that it receives any kit containing personal data from Organiser as part of the services provided under this Contract (a Data List). It shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for such purposes, as has been agreed with Organiser in writing, (iii) securely delete or put beyond use the Data List by such time as has been agreed with Organiser in writing or such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organiser with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to Exhibitor's use of the Data List, and act reasonably in co-operating with Organiser in respect of Exhibitor's response to the same. Exhibitor acknowledges and agrees that Organiser shall only be obliged to provide Exhibitor with all or part of any Data List to the extent that it is legally permitted to do so and Organiser shall not be liable to Exhibitor if the volume of personal data provided to Exhibitor is less than anticipated as a result of Organiser's compliance with Data Protection Law.

15. GENERAL

The Exhibitor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Exhibitor arising under this Contract (save for the use of official contactors engaged as per the Exhibitor's Manual). The Organisers shall be entitled to assign (benefit for the burden) of this Contract without notice to or consent from the Exhibitor.

Any notice required or permitted to be given by either party to the other under this Contract shall be in writing and may be given either personally or by courier or email transmission addressed to that other party at their registered address or such other address as notified in writing from time to time. Where given by courier such notice will be deemed to have been served three business days after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by email transmission shall be deemed to be served immediately provided that in the case of email transmission no automated delivery failure response shall have been received by the sender.

The Organisers reserve the right to set off any indebtedness of the Exhibitor to the Organisers against any indebtedness of the Organisers to the Exhibitor in each case on any account whatsoever.

No waiver by the Organisers of any of the provisions of these Terms and Conditions, or any of its rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organisers. The Organisers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.

No waiver by or on behalf of the Organisers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively.

No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor's Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each of any remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

These Terms and Conditions (including without limitation the obligations it contains to comply with the terms of, and to avoid putting the Organisers in breach of, other documents) together with the Exhibitor's Manual and the Application Form, supersedes all prior agreements, negotiations and discussions between the parties. The Exhibitor will not rely on any representation, warranty, collateral contract or other assurance (except as set out in these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organisers before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this provision, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud.

Time is of the essence in relation to these Terms and Conditions.

The headings in these Terms and Conditions have been inserted for reference only and do not affect the interpretation. Nothing in this Contract shall create a relationship of landlord and tenant as between the Organisers and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive licence.

The provisions contained in each of these clauses, paragraph and subparagraph of these Terms and Conditions shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of its provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

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