



TERMS OF APPLICATION AND EXHIBITION RULES & REGULATIONS

Definition
1. In these Conditions, save as the context otherwise requires:
"Conditions" means these Terms and Conditions of Application and the Exhibition Rules and Regulations as amended from time to time by The Organizers.
"Exhibition" means the exhibition to be organized by the Organizers as specified in the Application Form.
"Exhibition Stand" means a stand including a custom built stand in accordance with clauses 10-16 and 19-22 of the Conditions.
"Exhibition Venue" means exhibition place in Ho Chi Minh City or Hanoi, Vietnam
"Exhibitor" means a sole proprietorship, partnership or limited company applying to exhibit as the Exhibitor or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizers.
"Organizers" means the World Trade Fair (International) Limited, which as promoter and organizer is responsible for the regulation and control of all aspects of the Exhibition.
"Publicity Material" means the promotional gifts, catalogues, pamphlets and any advertising and publicity material whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.
"Raw Space" means the empty floor space.
"Shell Booth" means a booth in accordance with clauses 17 and 18 of the Conditions.
"Space" means area of Exhibition venue allocated to Exhibitor for the purpose of exhibiting at the Exhibition in accordance with clause 8 of the Conditions.
"Stand" means Exhibition Stand and/or Shell Booth.

Eligibility for the Conditions of Participation
2.1 The Organizers have absolute discretion in the admission of Exhibitors. Until an Exhibitor's application has been accepted in writing by the Organizers, no rights to exhibit are granted notwithstanding payment or acceptance of the full rental submitted with the application. The Organizers reserve the right to decline any application without giving reason.
2.2 All Exhibitors must be legally registered companies either in Hong Kong or in their country of origin. The Organizers may require Exhibitors to produce a copy of their business registration certificate, certificate of incorporation or other company registration documents at any time.
3. The Space is licensed strictly to the Exhibitor for trade promotion purpose only for the duration of the Exhibition. Exhibitor is required to use the Space allocated in a manner satisfactory to the Organizers both during assembling and installation of Stand as well as the Exhibition. The Organizers reserve the right to clear all or part of the Space allocated to the Exhibitor at Exhibitor's expense without notice should they not be satisfied with the way the space is being used. Save as provided in these Conditions, no Exhibitor shall have any claim for any refund in respect of the Space rental or any other monies paid.

Payment
4. The appropriate application fee, which shall be non-refundable, (save as provided in these Conditions), must accompany each application.
5. The Organizers reserve the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.
6. In the event that an application for Space is not accepted by the Organizers, The Application fee paid shall be refunded without interest to the application within 45 days from the date of notice of rejection of the application.
7. If an Exhibitor withdraws, for whatever reason, before a rejection of its application or after its application has been approved, the application fee paid will be forfeited.

Space Allocation
8.1 The Organizers have absolute discretion in allocating Space for Stands and the location of such Stands. All decisions to such effect shall be final and no request for change will be entertained.
8.2 Any Exhibitor who wishes to use a name on its Stand which is different to that submitted on its application form must submit notice of this change to the Organizers at least three months prior to the commencement of the Exhibition together with the following:
(i) documentation signed by a certified accountant or the company secretary (in the case of a registered limited liability company) to prove that only the name of the applicant company has changed and not the ownership, or
(ii) other documentation to show that the new company name belongs, to a wholly-owned subsidiary of the applicant.
8.3 If any Exhibitor which having had its application accepted by the Organizers subsequently divides its business between two or more of its existing shareholders, the Organizers shall have the right to offer the Space as follows:
(i) to the largest shareholders of the original applicant, who can exhibit under its new company name provided that it will be displaying the same category of products as the original applicant.
(ii) If the shareholding is divided evenly then the Organizers reserve the rights to terminate the agreement with the original applicant and reallocate the Space unless the parties can reach an agreement between themselves regarding the transfer of the right to exhibit of which the Organizers are notified at least three months prior to the Exhibition.
9.1 The Exhibitor's licence to exhibit at the Exhibition and to use, on a non-exclusive basis, the Space or Stand licensed to the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, sub-contracted or otherwise howsoever shared its space or Stand with a third party, will be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove its exhibits at its own expense.
9.2 The Organizers reserve the right to maintain a record of those Exhibitors who have breached paragraph 9.1 above and may at their absolute discretion refuse to allow these Exhibitors to participate in future events arranged by the Organizers.
9.3 In order to promote, distribute, display any material or allow the presence of the personnel of a subsidiary or an entity for whom the Exhibitor is acting as a formal agent or distributor, on its Stand, the Exhibitor must apply in writing to the Organizers for permission at least three months prior to the Exhibition together with supporting documents indicating the connection between the Exhibitor and the third party. Such permission shall be given at the absolute discretion of the Organizers.
9.4 The Organizers have the right at their absolute discretion to prevent Exhibitors from having more than one Space in the Exhibition.
9.5 The Organizers have the right at their absolute discretion to prevent two or more Exhibitors with a common ownership or shareholder, after their application has been accepted, to attempt to consolidate their Space or Stands or to display the same goods or product range at separate Stands.

Stand Construction
10. Stands and exhibits shall not exceed the maximum floor loading limits of 1,200 kg/sqm (250Lb/sq.ft.).
11. The Organizers reserve the right to alter or remove without notice and at the Exhibitor's expense any Stand which differs from the approved specification or any Stand that does not conform to the Organizers' required standard or rules and regulations. The Exhibitor shall have no claim against the Organizers or their agents for any extra cost of replacing its stand to conform to Organizers' specifications or for any other losses or damages.
12. Exhibitors taking up Raw Space may appoint either the official stand contractor or their own contractor to design & construct their (Exhibition) Stands, the design of which must be submitted to the Organizers for approval as provided in these Conditions.
13. Work of any kind carried out at the Exhibition Venue must conform to the current local regulations in force and those specified by the Organizers. This applies to the Exhibitor, its agents, contractors and Subcontractors. The Organizers reserve the right to stop any work which contravenes with any of these regulations and the Exhibitor shall have no claim against the Organizers or their agents for any other losses or damages.
14. The suspension of Stand or lighting fittings from the ceiling structure of the Exhibition Venue will not be permitted unless prior approval in writing is obtained from the Organizers.
15. Fixings to the surface of the floors to secure margin boards and other stand fitting will not be permitted unless prior approval in writing is obtained from the Organizers.
16. The removal and disposal of crates and stand fittings or materials are not covered by the rental and are subject to an additional charge.

Shell Booths
17. Shell Booths are provided by the Organizers' official contractor and are of a standard design. No variation of the fascia board, lettering and the fittings of the Shell Booth shall be allowed unless prior written approvals given by the Organizers.
18. No decoration, booth fitting or exhibit shall exceed 3.5m in height or the height of the Shell Booth whichever is the lower.
Custom-built Stands on Raw Space
19. Plans and design proposals for Raw Space must be submitted in triplicate to reach the Organizers for approval not later than two months before the Exhibition. Drawings submitted must be at reasonable scale of not less than 1:100, fully dimensioned and must contain information such as floor plan, stand elevation, fittings, carpentry, colors and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits. No custom-built may be erected at the Exhibition Venue the plans and design proposals thereof have been approved in writing by the Organizers, which approval may be withheld by the Organizers without a reason being necessary.
20. All custom-built stand designs, stand materials used and its construction must conform to the rules and regulations of the Exhibition Venue and those of any public authority or departments concerned.
21. No Stand decoration, Stand fittings or exhibit shall exceed 4.0m in height or, if lower, the height of the Stand unless prior approval in writing has been given by the Organizers.
22. The transporting, assembling, dismantling and the removing of custom-built Stands are the responsibility of the Exhibitor. All such work must be carried out according to the arrangements and within the time limits specified in these Conditions or otherwise by the Organizers.

Electricity
23. Only electricity can be used as a source of light or power in the Exhibition Venue.
24. All electrical works shall be carried out at Exhibitor's expense by the official contractor appointed by the Organizers. Design plan or proposals for electrical installation must be submitted to reach the Organizers for approval not later than two months before the Exhibition. The Organizers may require amendments or variations to be made to the design plan or proposals before approving the same, or may withhold approval at their discretion.
25. Electric current will be supplied in 210-230 volt. Single phase. Electric current of a higher voltage, three phase will be supplied subject to prior arrangement with the Organizers. The maximum electric power that will be supplied is 20KW per 15 square meter of Space.
26. Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's official contractor.

Use of Stand & Safety
27. Precautionary measures such as guards or other means of protection must be taken to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must have the Organizers' prior written approval.
28. The use of laser products at the Exhibition requires prior approval in writing from the Organizers. Application for approval of such must be submitted to reach the Organizers not later than two months before the Exhibition opening.
29. No advertising or demonstration at the Exhibition, including the staging of the fashion show, will be allowed at the Exhibition Venue unless the Organizers' advance approval in writing is obtained.
30. Any musical performance, including the use of music recording should get the permission of parties related as advised by the Organizers from time to time.

Publicity Materials may only be distributed from the Exhibitor's own Stand. No advertising demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the Exhibitor's Stand.
31.2 The Exhibitor may only display exhibits and Publicity Material which correspond to the product category zone, if any, chosen by the Exhibitor on its application form for space allocation at the Exhibition.
32. No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.
33. Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstances.
34. Exhibitor's stand must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall produce confirmation that the representative shall comply with these Conditions and with any and all directions which the Organizers or its agents may give before or during the Exhibition.

Organizers shall be entitled at their sole and absolute discretion to require forthwith to be removed, and to remove, at the Exhibitor's expense, from any stand or any area or Space made available to any Exhibitor, any goods, publicity materials, item or things displayed or placed there without any obligation to give any reason therefore, and without incurring any liability for any loss, damage or expense whatsoever incurred by the Exhibitor or any other person as a consequence thereof.
36. The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand do not in any way whatsoever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise, and agree to fully indemnify the Organizers and its agents and contractors against all costs, expenses and damages arising from any third party's claim of infringement by the Exhibitor and/or the Organizers of such third party's rights. The Exhibitor agrees to hold the Organizers, its agents and contractors (including their legal advisors) harmless and to fully indemnify each and every one of them against any and all liabilities, losses, costs (including legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of or howsoever arising from any action that the Organizers, its agents or contractors (including the legal advisors) may take in reliance of or as a result of such complaint filed by the Exhibitor pursuant to such complaint. The Exhibitor further agrees not to take any legal action or make any claim or demand against the Organizers, its agents or contractors (including their legal advisors) in relation to such complaint and the alleged infringement of intellectual property rights.

Stand assembling, installation and decoration must be carried out within the time limits specified by the Organizers and must in any case be completed by 6:00pm on the day preceding the Exhibition opening. The Organizers reserve the right to assemble, install or decorate any Space or Stand which is not completed by that time at the Exhibitor's expense.
38. Repairs or alterations to the Stand or displays may only be carried out after the Exhibition is closed to the public and with prior agreement of the Organizers.
39. No Stand or exhibits shall be dismantled or removed before the official closing time of the Exhibition on the last day of Exhibition unless special permission has been given by the Organizers.
40. All audio-visual equipment must be sited and be of a noise level so as not to cause any inconvenience to other Exhibitors or visitor. The Organizers reserve the right to appoint one or more exclusive audio-visual equipment suppliers whereupon the Exhibitor shall be obliged to hire the equipment of such exclusive suppliers.

No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from the Organizers.
42. Public auctions shall not be permitted at the Exhibition Venue under any circumstances.
43. Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the Organizers for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives of the Exhibitor as are approved by the Organizers (authorized personnel will be issued badges for identity and admission purposes. The Exhibitor shall procure that as authorized personnel:
(a) display their badges conspicuously whilst in the Exhibition Venue;
(b) do not pass their badges to any other person;
(c) return their badges to the Organizers at the conclusion of the Exhibition or, if earlier, upon command by the Organizers;
(d) comply with all obligations expressed to be imposed by these Conditions on the Exhibitor; and
(e) comply with all obligations imposed on them as the condition of their approval by the Organizers.

Publicity
44. The Organizers shall arrange and be responsible for all publicity arrangements for the Exhibition both overseas and in the territory of the Exhibition Venue and no Exhibitor, or its agents, shall give or cause to be given any interview, public announcement, press statement, or any other publicity whatsoever intended to publicize the Exhibition as a whole.
45. The Exhibitor shall not disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the Organizers or any of the Exhibitors at the Exhibition and the Exhibition arranged by way of the Exhibitor's licence to exhibit at the Exhibition.

Move-in and Move-out of Stand Materials & Exhibits
46. Exhibitor shall move-in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organizers.
47. The arrangement and payment for transporting goods to and from the Exhibition Venue, receiving, decorating removing its exhibits are entirely the responsibility of the Exhibitor.
48. No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.
49. All exhibits, Stand materials and the like shall be removed immediately after the closing of the Exhibition according to arrangements and within the time limits specified by the Organizers. Any exhibits or Stand material left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organizers at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organizers.
50. The Organizers reserve the right to appoint one or more exclusive contractor(s) to handle the movements of all goods and exhibits in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

Exclusion of Liability
51. None of the Organizers, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury or other damages other than death or personal injury caused by the negligence of the Organizers or their employees, suffered by or caused to the Exhibitor, its representatives, employees, contractors or agents or the products or other property of the exhibitor or such parties or any exhibitor or visitor.
52. The Organizers shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.
53. The Exhibitor undertakes to indemnify and at all times hereafter to keep indemnified the Organizers, its employees and agents on demand and against all loss, liability, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the arrangement hereunder or by any breach by the Exhibitor of these conditions.

The Exhibitor shall be responsible for effecting insurance which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organizers upon request.
55. The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organizers upon request. Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor, or its representatives, employees or agents to any property of the Exhibition Venue, the other Exhibitors or the Organizers.
56. The Organizers reserve the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due to the Organizers (including claims for damages) in connection with Exhibition.

Waiver
57. The waiver by the Organizers of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

Termination of Right to Exhibit
58. The Organizers shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and to close the Stand immediately at the Exhibitor's expense in any of the following circumstances:-
(a) if an Exhibitor or any of its representatives commits a breach of any of the Conditions or any additional rules and regulations introduced in accordance with clause 63 of the Conditions.
(b) If an Exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
(c) If the Exhibitor conducts any activity which, in the opinion of the Organizers, does not conform to the nature and purpose of the Exhibition, or interfered with rights of other Exhibitors at the Exhibition; or
(d) If the Exhibitor displays prices, sell goods; (which does not confirm to the nature and purpose of the Exhibition) to private persons or sells goods for immediate delivery in the Exhibition Venue; or
(e) If the Space or Stand is not occupied by the Exhibitor thirty minutes before the opening hour (as published in the Exhibitor's Manual produced by the Organizers) on the first exhibition day of the Exhibition, the Exhibitor shall deemed to have cancelled the exhibit Space contracted for, and the Organizers shall have the right to use such Space as it deems appropriate. The application fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date; or
(f) If the Exhibitor's display on its stand incorporates less than 60% of its display area exhibiting the appropriate products corresponding to the product category zone, if any, chosen by the Exhibitor on its application for allocation of Space a the Exhibition.
(g) If the Organizers in their sole and absolute discretion decide that such right shall be terminated.

In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under 58(a), (b), (c), (d), (e), or (f), the exhibitor shall have no claim for refund of any monies paid against the Organizers.
60. The Organizers shall return to the Exhibitor all rental paid in the event of a termination of the Exhibitor's right to exhibit under 58(g). The Exhibitor shall have no other claims against the Organizers for any of its loss or damages in connection with any such termination.

Cancellation of Exhibition
61. The Organizers reserve the right to cancel, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor due to circumstances outside the Organizers' control including but not limited to war, embargo, civil unrest, legal proceedings or government regulations that make it impossible or impractical, for the Organizers in their absolute discretion to hold the Exhibition. The Exhibitor shall have no claim against the Organizers or their agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Exhibitor in respect of any cancellation, alteration, reduction, shortening or extension made accordance with this provision.
62. The Organizers reserve the right to change the plan, site character or venue of the Exhibition at any time without giving notice to the Exhibitor. Proportional allowance for space rental may be made if deemed appropriate by the Organizers (in their absolute discretion) but they shall not be liable for any further compensation to the Exhibitor.

Additional Rules & Regulations
63. The Organizers reserve the right to interpret, alter and amend any of these Conditions and to issue additional rules and regulations at any time they consider necessary for the orderly operation of the Exhibition. All interpretations of these Conditions and any additional rules and regulations by the Organizers shall be final.
64. The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of such rules and regulations and these Conditions, these Conditions shall prevail. Copy of the rules and regulations of the Exhibition Venue is available from the Organizers on request.

Governing Law
65. These Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong SAR and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Court.

We agree to abide by the Terms, Rules & Regulations as stated above.

Date : ...../ ...../ 201.....

Company Name : .....

Name of authorized person : ..... Authorized signature with company chop : .....