

# TRAVEL MALAYSIA 2017

## TERMS AND CONDITIONS FOR PARTICIPATION

### 1) Terms of Reference

- a) In these terms and conditions for participation the term "Exhibitor" shall include all employees, servants and agents of any individual company, partnership firm or organisation who have applied for space for the purpose of exhibiting.
- b) The term "Exhibition" shall mean: Travel Malaysia 2017 Exhibition
- c) The term "Organiser" shall be: IBT Investment Pte Ltd c/o Express & Excursion Bus Association (EEBA)
- d) The term "Event Contractor" shall be: Unique Event & Exhibition Pte Ltd (UEE)

### 2) Contract for Participation

- a) All applications and registration for participation shall be made on the prescribed Contract for Participation form which shall be submitted to the Organiser, Event Manager or his representatives.
- b) The contract shall be established when the Exhibitor submits the application form duly signed to the Organiser. The Organiser, however, may defer or refuse the acceptance of an application in the event that space is not available or the announced exhibits are considered by the Organiser not germane to the Exhibition.

### 3) Allocation of Exhibit Space

- a) The Organiser shall allocate the space in accordance with the order of application, size of the space applied for, the nature of the exhibits or in the manner the Organiser deems fit.
- b) The Organiser shall reserve the right to change the location and/or the size of the space allocated to the Exhibitor at any time prior to the commencement of the build-up of the exhibition should exceptional circumstances demand and the Exhibitor shall have no claim for compensation as a result of these changes.

### 4) Use of Exhibit Space

- a) The Exhibitor is bound to exhibit the announced exhibits and to man the exhibits with competent personnel during the whole period of the exhibition. All activities of the Exhibitors and his staff must be conducted within 2 metres of their booth's parameters.
- b) All exhibits must accord with the description on the application form and be related to the theme of the exhibition.
- c) Exhibitors must present their exhibits throughout the period of the exhibition. No Exhibitor shall be allowed to remove their exhibits from the exhibition premises prior to the official closure of the exhibition.
- d) Modifications including decorations such as painting the floor, ceiling and pillars will not be permitted and consequent damage to the exhibition site shall be compensated to the Organiser by the Exhibitor.

### 5) Opening Ceremony

- a) No work should be done during the Opening Ceremony and all Exhibitors are requested to send their representative(s) to the ceremony.
- b) Work in progress can only resume after the Opening Ceremony at the specified time as directed by the Organiser.

### 6) Terms of Payment / Validity of Contract

- a) Full payment of the participation fee and/or relevant stand charges must be paid by the Exhibitor together with the return of this contract and/or receipt of invoice within fourteen (14) days unless otherwise agreed. The validity of the contract will be upon receipt of the contract for participation duly signed by the exhibitor and the Organiser.
- b) All payments, exempt from any bank charges, should be crossed and made payable in Singapore Dollars to:

"IBT Investment Pte Ltd". The mailing address is at 5001 Beach Road #04-02, Golden Mile Complex, Singapore 199588.

Telegraphic Transfer can be arranged to: "IBT Investment Pte Ltd" The Oversea-Chinese Banking Corporation Limited, 65 Chulia Street, OCBC Centre, Singapore 049513. Account No: 629-016619-001 (SGD) Swift Code: OCBCSGSG Bank Code: 7339 Branch Code: 629.

### 7) Breach of Contract or Withdrawal by Exhibitor

- a) In the event of abandonment or partial abandonment or rejection of allocated space, the Organiser reserves the right to cancel the Exhibitor's application. In this case, the participation fee already paid will not be refunded.
- b) Any cancellation made one month before the event will be charged at 50% of the participation cost.
- c) Any cancellation of the allocated space by the exhibitor within one month of the event will be charged for the full payment. Payment already made shall be forfeited.

### 8) Cancellation and Changes of the Exhibition

In the event of the cancellation of the exhibition by the Organiser, the participation fee paid will be refunded. But if the cancellation was caused by majeure, the fee will not be refunded.

The Organiser reserves the right to change the venue and duration of the exhibition if exceptional force circumstances demand. In this case, the fee paid will not be refunded and the Exhibitor shall have no claim for compensation as a result of the changes.

### 9) Construction and Decoration of Stand and Display

All Exhibitors must complete their construction and/or decoration, and move-in and display of exhibits by the date and time as stipulated by the Organiser.

### 10) Movement of Exhibits and Stand-fittings

Exhibitors shall remove all exhibits and fittings from the exhibition site within the period stipulated by the Organiser and indemnify the Organiser against any cost incurred by reason of delay or damage to the exhibition site.

### 11) Security, Risk and Insurance

- a) The Organiser shall take reasonable security precautions in the interests of exhibitors and visitors.
- b) The Exhibitor shall be responsible to effect at his own costs and expenses all necessary insurances in connection with the Exhibitor's use of the Exhibition space.
- c) The Exhibitor shall be held responsible for any loss or theft of or damage to exhibits, stand-fittings or any article belonging to the Exhibitor during the construction, exhibition and dismantling periods.
- d) In the event that the Exhibitor intentionally or negligently causes a fire, theft, breakage or other accidents inflicting damages to the Organiser or others, the Exhibitor shall be responsible for the damages. Exhibitors shall be responsible for insuring their goods being exhibited.
- e) The Organiser shall not be held responsible for any restrictions or conditions which prevents the construction, alteration or dismantling of stands or moving in or removal of exhibits, or for the failure of any services provided by the hall landlords or other third parties.

### 12) Subletting of Exhibit Space

The Exhibitor must not sublet or subcontract the whole or part of his stand without the approval of the Organiser. State Tourism exhibitors are permitted to sublet up to 2 exhibiting companies for every 18sqm of exhibit space assigned. The organiser reserves the right to remove or ban the exhibitors from participating for breach of contract on subletting of exhibit space.

### 13) Group Stands

Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by the Terms and Conditions and Rules and Regulations of the exhibition.

### 14) Force Majeure

The Organiser shall not be liable to the Exhibitor in the event of any cancellation, shortening of opening days and/or hours of the exhibition, for any non-performance of their obligations under this contract or for any amendment or alteration to all or any of the Rules and Regulations of the exhibition if such occurrence is due to any circumstance not within their control.

### 15) Indemnity

The Exhibitor shall indemnify and keep the Organiser indemnified at all times against all actions, claims, demands, damages, expenses, compensation, costs, charges, liabilities and proceedings which the Organiser may suffer or incur arising out of or in connection with the use of the exhibition space by the Exhibitor.

### 16) Communications

- a) Each communication under this Agreement shall be made in writing and may be sent by mail, e-mail, facsimile transmission or delivered by hand.
- b) Any communication to any party shall be deemed to have been received by the addressee,
  - i) if delivered by hand, at the time of such delivery;
  - ii) if sent by mail, two (2) working days following posting if posted to a local address; and five (5) working days following posting if to a foreign address; and
  - iii) if sent by e-mail or facsimile transmission, at the time of transmission, and in providing service, it shall be sufficient to prove that such communication was duly delivered, posted or sent as the case may be.

### 17) Governing Law

This Contract shall be governed by and construed in accordance with the laws of Singapore and the parties hereto hereby agree to submit to the exclusive jurisdiction of the Singapore courts.

### 18) Unforeseen Occurrences

In the event of any occurrences not foreseen in the Terms and Conditions, and the Rules and Regulations enclosed in the Exhibitor Manual or Exhibition Circular the decision of the Organiser shall be final.