

## EXHIBITION RULES AND REGULATIONS

### 1. DEFINITIONS

- (a) The following terms not defined in this Exhibition Rules and Regulations shall have the same meaning as ascribed to in the Application Form (where applicable):
- (i) **“Co-exhibitor”**
  - (ii) **“Contract”**
  - (iii) **“Event”**
  - (iv) **“Event Organiser”**
  - (v) **“Main Exhibitor”**
  - (vi) **“Sponsor”**
  - (vii) **“Venue”**
- (b) **“Booth”** means the Event space allocated by the Event Organiser to the Exhibitor.
- (c) **“Event Directory”** means a list of all the participating Exhibitors at the Event.
- (d) **“Exhibitor”** shall include the Main Exhibitor, Sponsor and all Co-exhibitor(s).
- (e) **“Intellectual Property Rights”** means all patents, trademarks, service marks, trade secrets, brand names, databases, domain names, registered designs, copyrights, moral rights, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in computer software, inventions, utility models, know-how and all rights or forms of protection having equivalent or similar effect anywhere in the world, whether registered or unregistered and including applications for the grant of, renewals or extensions of such rights.
- (f) **“Licence”** means a revocable and non-transferable licence to use the Booth for the Event in accordance with the Contract.
- (g) **“Participation Fees”** means the total participation fees (including any applicable taxes) indicated by the Event Organiser in the Application Form and any other additional cost payable under this Contract.
- (h) **“Party”** or **“Parties”** means any party or parties to this Contract.

### 2. LICENCE & BOOTH ALLOCATION

- (a) Subject to full payment of the Participation Fees, the Exhibitor will be granted a Licence.
- (b) All Booths shall be allocated and may be re-allocated at the Event Organiser’s sole discretion.
- (c) The Event Organiser reserves the right to change the floor plan, relocate any Booth, relocate or close entrances, passageways and/or exits from and to any Booth, relocate and/or remove any goods and/or exhibits, and/or prevent or stop any activity, for the following reasons, and without being liable to the Exhibitor in any way:
- i) for safety reasons;
  - ii) to maintain public order;
  - iii) to keep the Event’s overall lay-out;
  - iv) to preserve the Event’s overall image and reputation;
  - v) to use the Venue space and facilities in a more effective way;
  - vi) to comply with the relevant laws and regulations; and
  - vii) any other purpose for which the abovementioned is deemed to be reasonable and inevitable by the Event Organiser.
- (d) Re-allocation of Booth  
Any request by an Exhibitor to re-allocate its assigned Booth shall be subject to availability and the prior written consent of the Event Organiser.
- (e) Down-sizing of Booth

Any request by an Exhibitor to down-size its assigned Booth shall be subject to the prior written consent of the Event Organiser. The Exhibitor shall be liable to pay the Event Organiser the full Participation Fees for the originally agreed Booth size in the event of any down-sizing of the Booth.

(f) Reduction in Booth Size  
In the event of any reduction in the Booth size by the Event Organiser, the Exhibitor will be notified as soon as practicable in writing, and will be refunded with the pro-rated difference in price.

(g) Non-availability of Booth  
Where no Booth is available, the Exhibitor will be notified as soon as practicable in writing, and will be refunded the Participation Fees which has already been paid.

### 3. EXHIBITOR'S BUSINESS PROFILE

(a) Exhibitors are only entitled to sell, market and/or display the products and/or services within the scope of the Exhibitor's Business Profile as declared in the Application Form and approved by the Event Organiser.

(b) Exhibitors shall obtain all required consents to sell, market and/or display the products and/or services that are owned or provided by a third party.

### 4. ADMISSION

(a) The Event will be opened to all visitors unless otherwise advised by the Event Organiser in the Exhibitor Manual.

(b) A fee for all visitors may be charged by the Event Organiser for entry into the Event at the Event Organiser's sole discretion.

(c) Notwithstanding Clause 4(a), the Event Organiser and/or Venue provider reserves the right to refuse and/or remove any person or class of persons at its sole discretion into or from the Venue, whose presence is undesirable in its reasonable opinion. The Exhibitor shall promptly co-operate and facilitate the refusal or removal of such undesirable person into or from the Venue.

### 5. POSTPONEMENT OR VARIATION OF EVENT DURATION

(a) This Event may be postponed, shortened or extended by the Event Organiser at its sole discretion. Upon such postponement or variation to the Event duration, the Event Organiser shall provide written notice as soon as practicable to the Exhibitor.

(b) Where the Event is postponed to a date falling within the twelve (12)-month period from the original Event commencement date, the Event Organiser shall offer the Exhibitor the same contractual arrangements and be entitled to retain the Participation Fees already paid by the Exhibitor.

(c) However, where the Event is postponed to a date falling beyond the twelve (12)-month period from the original Event commencement date, the Exhibitor shall be entitled to the right to rescind the Contract by giving written notice to the Event Organiser without undue delay. If the Contract is rescinded, the Event Organiser shall refund the Participation Fees already paid by the Exhibitor.

(d) Where the duration of the Event is shortened, the Exhibitor shall be entitled to a refund of the Participation Fees on a pro rata basis.

### 6. CHANGE OF VENUE & EVENT HOURS

The Event Organiser reserves the right to change the Venue and Event Hours by providing written notice to the Exhibitor as soon as practicable.

### 7. TERMINATION

(a) Upon the occurrence of any of the following events at any time, including during the Event, the Event Organiser shall have the right, at its sole option and without prejudice to any other rights and remedies of the Event Organiser, to immediately terminate this Contract by giving written notice to the Exhibitor, upon which the Exhibitor shall be liable to pay all outstanding amounts in accordance with the Cancellation Schedule (as set out in the application form):

- (i) the Exhibitor breaches any material term of this Contract, including but without any limitation to any failure to comply with the Payment Schedule, Payment Terms, Exhibitor's Business Profile and/or Clause 12(a) (No Sub-Licensing, Novation or Assignment);
  - (ii) the Exhibitor has, or is reasonably deemed by the Event Organiser to have, withdrawn from the Event;
  - (iii) the Exhibitor is, or is reasonably deemed by the Event Organiser to be, unable to perform or comply with any of its obligations under this Contract;
  - (iv) the Exhibitor and/or its authorised representatives carry on activities in a manner prejudicial to the business of other Exhibitors within the Venue or is of such standard that severely detracts from the character and/or quality of the Event and/or the businesses of other Exhibitors;
  - (v) the Exhibitor becomes bankrupt, insolvent, commits any act of bankruptcy or insolvency, goes into liquidation or has a receiver or an administrator appointed in respect of any of its assets;
  - (vi) the Exhibitor is in breach of any law;
  - (vii) the Exhibitor promotes political or ideological content, discriminates against any race, gender, religion, community or ethnic group, or displays any obscene, inappropriate or objectionable content as determined by the Event Organiser;
  - (viii) the Event Organiser, in its sole discretion, reasonably believes or is informed of any claim that the goods, items and/or materials sold, marketed and/or displayed by the Exhibitor at the Event infringes or is likely to infringe any intellectual property rights of any party; or
  - (ix) the Exhibitor sells, markets and/or displays any goods, item and/or material which the Event Organiser reasonably believes that the Exhibitor is not authorised to do so.
- (b) This Contract may be terminated by mutual written agreement between the Parties.
- (c) The Event Organiser shall not be liable for any refund, reduction in Participation Fees or damages arising from any claim, action or order, and/or any losses, costs and expenses of any nature (whether direct, indirect, special or consequential, including without limitation, any loss of earnings or profit, loss of reputation, and all interest, penalties and legal costs) suffered or incurred by the Exhibitor arising from or in relation to termination under this Clause.
- (d) In the event the Contract with any Co-exhibitor is terminated, the validity of this Contract shall not be affected and the provisions shall continue to remain in full force and effect between the Event Organiser and the Main Exhibitor.

## 8. EXHIBITOR'S OBLIGATIONS UPON REVOCATION OR TERMINATION

Upon termination or expiry of this Contract or a revocation of the Licence by the Event Organiser, the Exhibitor shall:

- (a) make payment of any outstanding sums due under this Contract within a thirty (30)-day period from the date of the Event Organiser's invoice;
- (b) leave the Booth and Venue clean and in the same condition as it was handed over, subject to the Event Organiser's reasonable satisfaction; failing which, the Event Organiser may impose additional charges;
- (c) conceal by any means, the goods and/or exhibits from the view of visitors, or prevent or restrict any access to the Booth; and
- (d) remove its property within a reasonable timeframe stipulated by the Event Organiser; failing which, the Event Organiser shall be entitled to deal with the property in any way as it deems fit. Where the Event Organiser elects to sell the said property, the proceeds from the sale shall be first supplied towards any related costs and expenses of the sale, payment of all outstanding sums due and payable by the Exhibitor to the Event Organiser, before returning the balance of such sale proceeds to the Exhibitor.

## 9. INTELLECTUAL PROPERTY RIGHTS

- (a) The Event Organiser grants to the Exhibitor a non-exclusive, non-transferable and limited licence to use the Event name and/or logo in accordance with any branding and usage guidelines provided by the Event Organiser for promotional and advertising purposes in relation to its participation at the Event.
- (b) The Exhibitor grants to the Event Organiser a non-exclusive, non-transferable and royalty-free licence to use the Exhibitor's name and/or logo (as provided to and accepted by the Event Organiser in

accordance with any branding and usage guidelines provided by the Exhibitor) to fulfil its obligations under this Contract and for promotional and advertising purposes for the Event.

- (c) The Exhibitor shall not:
  - (i) infringe the Intellectual Property Rights of any party in any way in connection with the Contract; and
  - (ii) sell, market, display, use and/or make available any goods or services which infringe the Intellectual Property Rights of any party (including counterfeit goods).
- (d) The Exhibitor shall promptly co-operate and facilitate the Event Organiser's handling of any infringement claims in relation to or at the Event.
- (e) In the handling of any infringement claims, the Event Organiser shall have the right to:
  - (i) order the Exhibitor to immediately remove, cover and/or display and access to the disputed item, signage or advertisement;
  - (ii) order the immediate cessation of any sales or continued display of the disputed item, signage or advertisement at the Booth; and
  - (iii) order the immediate closure of the Booth for the remainder duration of the Event.
- (f) The Event Organiser shall have the right to take any necessary action to effect its decision in accordance with Clause 9(c), if the Exhibitor does not comply.

#### 10. **ENTIRE AGREEMENT**

The Contract constitutes the entire agreement on the subject matter between the Parties and supersedes all prior agreements, negotiations, statements, representations and discussions (whether oral or written) in relation to the Contract ("**Representations**"). The Exhibitor acknowledges and warrants that it has not entered into this Contract in reliance on any Representation, and that the Exhibitor will not have any claim, right or remedy arising out of any such Representation, except in so far as it has been expressly incorporated into this Contract in writing.

#### 11. **VARIATION**

Save for the Exhibitor Manual (which shall be sent to the Exhibitor at least two (2) months before the commencement of the Event) and House Rules of the Venue (if any, which is applicable to all visitors and will be displayed at the Venue on the Event Day(s) or notified by the Event Organiser separately), this Contract shall not be amended or varied in any way except by mutual written consent between the Parties.

#### 12. **NO SUB-LICENSING, NOVATION OR ASSIGNMENT**

- (a) Exhibitors shall not be allowed to sub-license, novate or assign the Licence to any third party, nor share or exchange the Booth with any third party, without the prior written consent of the Event Organiser.
- (b) The Event Organiser may novate or assign its rights and/or obligations under this Contract to any third party with written notice to the Exhibitor.

#### 13. **PHOTOGRAPHY, RECORDING, REPRODUCTION & DISTRIBUTION**

The Exhibitor acknowledges that the Event Organiser has the right to take photographs, record, reproduce and/or distribute the same in any format for fulfilling its obligations in relation to the Event, to generate publicity for the Event and future editions thereof, whether held locally or overseas, and/or as part of its business portfolio.

#### 14. **VISA REQUIREMENT / INVITATION LETTER (FOR FOREIGNERS)**

- (a) The Exhibitor shall ensure that its representatives and invitees for the Event who do not possess a right of entry into the country or jurisdiction where the Event is held should fulfil any applicable visa requirements. The Exhibitor is advised to allow sufficient time for the visa application process.

- (b) Where an invitation letter from the Event Organiser is required as part of the visa application process as referred to in Clause 14(a), the Exhibitor shall first ensure that the Participation Fees are fully paid in accordance with the Payment Schedule.

## 15. LIABILITY

- (a) To the fullest extent permissible by applicable laws, the Event Organiser shall not be responsible for:
- (i) any failure by the Exhibitor's representative and/or invitee in obtaining a timely and valid visa to enter into the country or jurisdiction where the Event is held;
  - (ii) any infringement of Intellectual Property Rights by the Exhibitor in relation to this Contract;
  - (iii) any breach of the Personal Data Protection Act (Cap. 26 of Singapore) and/or the EU General Data Protection Regulation by the Exhibitor in relation to this Contract;
  - (iv) any error or omission in relation to the Exhibitor's information in the Event Directory, Event website, related publication(s) and/or Event mobile application;
  - (v) any claim, action, order, damages, losses, costs and expenses of any nature (whether direct, indirect, special or consequential, including without limitation, any loss of earnings or profit, loss of reputation, and all interest, penalties and legal costs) suffered or incurred by the Exhibitor arising from or in relation to Clause 9(c) (Intellectual Property Rights);
  - (vi) any damage to, theft or loss of, any property brought into or left on the Venue by the Exhibitor, its employees, agents or independent contractors (collectively, the "**Related Parties**" of the Exhibitor), however occurring, as the Exhibitor shall take the necessary precautions to safeguard and insure such property;
  - (vii) any damage to, theft or loss of, delay in the arrival and departure of, any property during freight shipments (transport, handling and clearing) into and out of the Venue; and
  - (viii) death or injury to the Exhibitor or its Related Parties, however occurring, except that this Clause cannot be relied on to the extent the same was caused by the wilful default or negligence of the Event Organiser.
- (b) The Event Organiser's total liability in respect of all claims, actions, orders, damages, losses, costs and expenses of any nature in relation to this Contract shall not exceed the amount of Participation Fees paid by the Exhibitor. Nothing in this Clause shall affect the Exhibitor's general obligation at law to mitigate any loss or damage which it may incur.
- (c) Any third party appointed by the Event Organiser in relation to the Event are independent contractors and not agents. The Event Organiser shall not be liable for any act, omission and/or negligence of such third parties.
- (d) Where there are any Co-exhibitor(s) permitted, both the Main Exhibitor and the Co-exhibitor shall be jointly and severally liable for their obligations under this Contract.

## 16. INSURANCE

- (a) The Exhibitor shall obtain and maintain in force for the duration of the Event:
- (i) public liability insurance covering against third party claims for bodily injury, death and property damage, with a minimum coverage of S\$1 million per occurrence; and work injury compensation insurance covering all liabilities as required under the Work Injury Compensation Act (Cap. 354 of Singapore),
- with a reputable insurance company.
- (b) Before the commencement of the Event or as and when required by the Event Organiser, the Exhibitor shall produce evidence to show compliance of Clause 0(a) to the reasonable satisfaction of the Event Organiser.
- (c) The Exhibitor is advised to obtain adequate insurance for all freight shipments.

## 17. INDEMNITY

The Exhibitor shall indemnify and hold harmless the Event Organiser and/or the Venue provider against all claims, actions, orders, damages, losses, costs and expenses of any nature to which either or both of them may be subject to as a result of:

- (a) Liability any of the matters which the Event Organiser is not responsible for under Clause 14(a) (Visa Requirement / Invitation Letter (For Foreigners));
- (b) any of the matters which the Event Organiser is not responsible for under Clause 15(a) ();
- (c) any failure to comply with Clauses 9 (Exhibitor's Obligations Upon Revocation or Termination), 9 (Intellectual Property Rights), 22 (Compliance with Laws) and 24 (Personal Data Protection);
- (d) any material breach by the Exhibitor of the Exhibitor Manual and the House Rules of the Venue;
- (e) any overtime charges imposed by the Venue provider for exceeding the Build-up and/or Tear-down Period caused directly by the Exhibitor and/or its Related Parties;
- (f) loss or damage to the Venue and all property therein caused directly by the Exhibitor or its Related Parties through the use of the Venue by, or acts, omissions or negligence of, the Exhibitor or its Related Parties;
- (g) damage to the Booth structure, floor coverings, light fittings, and any other rented items (for Exhibitors occupying the Shell Scheme Package Booths); and
- (h) death, personal injury of any person, or damage to, theft or loss, of any person's property, caused directly by the acts, omissions or negligence of the Exhibitor or its Related Parties.

## 18. SEVERABILITY

If any provision or any part of a provision in the Contract is held invalid, illegal or unenforceable by a court of law or a tribunal, it shall be deemed modified to the minimum extent necessary to give effect to the commercial intention of the Parties. The validity, legality and enforceability of the remaining provisions or remaining parts of a provision shall remain in full force and effect.

## 19. FORCE MAJEURE

- (a) A "**Force Majeure Event**" shall mean any cause beyond the reasonable control of the Event Organiser, including without limitation, fire, flood, illness, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental order, decree, restraints or regulation, restraints or orders of civil defence or military authorities, war, riot or civil disturbance or commotion, sabotage, act of terrorism, strike, lockout, boycott or other significant labour dispute or disturbance, absence of premises required for the Event, and the abovementioned scenarios shall include any threat thereof.
- (b) The Event Organiser shall not be responsible for any delay, damages, loss, increased costs and/or other unfavourable conditions directly or indirectly arising by virtue of any Force Majeure Event. If the Event or the performance by the Event Organiser of its obligations under this Contract is prevented by a Force Majeure Event for more than seven (7) consecutive days, this Contract may be terminated or the Event may be cancelled or postponed (in accordance with Clause 5) by the Event Organiser at its sole discretion by giving written notice to the Exhibitor.
- (c) If the Contract is terminated or the Event is cancelled due to a Force Majeure Event, the Event Organiser shall refund the Participation Fees already paid by the Exhibitor within a thirty (30)-day period from the date of the Event Organiser's written notice in Clause 19(b), the refund of the Participation Fees already paid to the Event Organiser shall be without prejudice to the Event Organiser's right to appropriate any part of the Participation Fees for reasonable expenses that the Event Organiser has already incurred in relation to the Event.

## 20. WAIVER

No failure or delay in exercising any right or remedy provided by this Contract or by law shall constitute a waiver of that right or remedy, and no single or partial exercise of a right or remedy will preclude any further exercise of any such right or remedy.

## 21. SET-OFF

The Event Organiser shall be entitled to deduct or set-off any amount(s) owing under this Contract and/or cancellation charges owed by the Exhibitor pursuant to this Contract from or against monies already paid by the Exhibitor to the Event Organiser under any other contract between the Exhibitor and the Event Organiser and any outstanding amount owed by the Exhibitor to the Event Organiser after such deduction or set-off shall be a debt due and immediately payable by the Exhibitor.

## 22. COMPLIANCE WITH LAWS

- (a) The Exhibitor is solely responsible for ensuring that all necessary approval(s) required in compliance with applicable laws for participating in the Event, conducting any sale or display of goods and/or services,

demonstrations and/or activities, shall have been obtained prior to the commencement of the Event at its own cost.

- (b) Before the commencement of the Event or as and when required by the Event Organiser, the Exhibitor shall produce evidence to show compliance of Clause 22(a) to the reasonable satisfaction of the Event Organiser.
- (c) The Exhibitor shall comply with all related and applicable compliance requirements that are mandated by each of (i) the European General Data Protection Regulation; (ii) the Singapore Personal Data Protection Act 2012; and (iii) such other data protection and privacy legislation that are applicable to any personal data, (and together with all subsidiary legislation related thereto, collectively referred to as “**Data & Privacy Laws**”). The Exhibitor agrees to fully indemnify and hold harmless the Event Organiser from any fines and/or penalties related to any breach by the Exhibitor of the Data & Privacy Laws.

## 23. NOTICES

Any notice and/or communication in connection with this Contract shall be in writing to the contact details as notified by the relevant Party.

## 24. DATA PROTECTION POLICY

### (a) Consent and rights of the Exhibitor

By signing the Application Form, the Exhibitor and its authorised representative(s) agree to the collection, use and distribution of its business contact information in accordance with this Clause and the Personal Data Protection Policy on the Event website.

### (b) Context of Information Collection

The Event Organiser may collect certain information that may be considered as personal data from the Exhibitor, its employees, representatives and invitees pursuant to this Contract, at the Event and through any other related communication. The abovementioned information collected pursuant to this Contract shall be considered to be in the course of business dealings and shall constitute business contact information. The Event Organiser only retains business contact information for so long as it is necessary for legal or business purposes.

### (c) Direct Marketing

The Event Organiser may share the business contact information obtained pursuant to this Contract with its Event partners, to conduct direct marketing in relation to the promotion of and invitation to future editions of this Event and any other event organised or managed by the Event Organiser, its affiliated companies and/or the Event partner(s), as well as the promotion of their services via email, telephone and other means of communication.

### (d) Disclosure/Transfer of Data

The Event Organiser will keep the business contact information it holds confidential, but may disclose or transfer such information to:

- (i) its service providers and professional advisers for facilitating and enhancing the Event Organiser's operations, conducting analysis and market research, and to fulfil legal and audit requirements;
- (ii) its affiliates and/or Event partners who may be located outside of Singapore for the purpose of Clause 24(c); and/or
- (iii) any party to whom the Event Organiser is required to make disclosure under applicable laws.

### (e) Updates

Any updates to the Data Protection Policy shall be posted on the Event websites. Such changes shall be effective immediately on the date of posting.

## 25. TAXES

- (a) The Exhibitor shall be liable for its own taxes arising out of and in connection with this Contract.

- (b) If the Event Organiser is required to deduct or withhold taxes under any applicable laws, the Exhibitor shall pay such additional amounts to ensure that the Event Organiser receives the Participation Fees in full after such deduction or withholding.

**26. CONFLICT OR INCONSISTENCY**

In the event of any conflict between the documents set out below, the following order of priority applies:

- (a) the Application Form;
- (b) the Exhibition Rules and Regulations;
- (c) the Exhibitor Manual; and
- (d) the House Rules.

**27. EXCLUSION OF THIRD PARTY RIGHTS**

A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce any of its terms.

**28. GOVERNING LAW AND JURISDICTION**

This Contract shall be governed by and construed in accordance with the laws of Singapore. The Parties agree to irrevocably submit to the exclusive jurisdiction of the Singapore courts.