

## **RT9 Exhibition Terms & Conditions**

### **1. Terms of Reference**

For the purpose of the terms and conditions herein, the term “the Organizer” shall mean RSPO Secretariat. The term “Exhibitor” shall mean any company, its employees and agents to whom exhibition space has been allocated.

The “Event Venue” stated herein refers to the Magellan, Sutera Harbour Resort.

The “Conference Date” refers to 22-24 November 2011

### **2. Application as an Exhibitor**

The submission of the Exhibition Booth Form (“Form”) shall be deemed acceptance of the terms and conditions of herein by the Exhibitor. The application procedure is complete only when the Form and full payment are received by the Organizer.

The Organizer shall reserve the right to refuse any application and shall give the Exhibitor a notice in writing on the reason for the refusal of the application within ten (10) days from the date of such refusal.

#### **Exhibitor Representative**

The Exhibitor must name one contact that will be responsible for all event administration.

#### **RT9 Exhibition Opening Hours**

22 November 2011 8:30 am – 8:00 pm

23 November 2011 8:30 am – 6:00 pm

24 November 2011 8:30 am – 6:00 pm

Please be at your booths at least 15 minutes before the start of the Exhibition. Booths must always be manned and easily accessible during these times. The Organizer reserves the right to change the Conference Date and/or times and the Conference Venue. Exhibitors will be notified of the changes.

### **3. Submission & Payment**

Deadline for submission of Exhibitor Booking Form: **21 October 2011**

Deadline for submission of payment (in full): **28 October 2011**

Payment may be made by corporate/company cheque or bank draft made payable to **RSPO SECRETARIAT SDN BHD.**

Telegraphic transfers are also accepted, however, all finance charges are borne by the Exhibitor. A copy of the bank-in slip must be faxed over at +603-78779458 as proof of remittance.

**Payee: RSPO SECRETARIAT SDN BHD**

**Bank Name: HSBC Bank Malaysia Berhad**

**Account No: 359-304326-102**

**Level 1 Jalan Damanlela, Pusat Bandar Damansara,  
Damansara Heights, 50490 Kuala Lumpur Malaysia**  
**Tel: [+603 2050 7676](tel:+60320507676)**  
**Branch: Damansara Heights**  
**Swift code: HBMB MYKL**

For avoidance of doubt, the payment to the Organizer excludes all applicable taxes including withholding tax which is to be borne by the Exhibitor.

#### **4. Allocation and Use of Exhibition Space**

a) Allocation of space is made by the Organizer. Whilst all reasonable efforts will be made to accommodate the request of the Exhibitor, the Organizer reserves the right to alter or change the booth allocation without prior notice. Availability of booth is on a first-come-first serve basis. All Exhibitors are required to adhere to the RT9 Exhibitor Manual. A copy of the RT9 will be provided to the Exhibitor.

b) The Organizer also reserves the right to change the space allocated when it deems necessary in the general interest of the Conference Event.

c) The Exhibitor shall not assign, sublet or share the space allocated or use any space at the Event Venue other than that allocated without the prior written consent of the Organizer.

d) All activities must be confined to the allocated space.

e) No Exhibitor shall be permitted to exhibit unless he has paid all fees prior to the Conference Event.

f) Non-payment of fees will be deemed voluntary withdrawal and Clause 5 of the terms and conditions herein will apply to the remaining fees.

#### **5. Cancellation Policy**

a) All cancellations must be in writing. Please adhere to the following deadlines in accordance with RT9 Cancellation Policy.

Cancellation received by **15 October 2011**: 50% of total amount

The Organizer will not entertain any request for cancellation after **15 October 2011**.

The Exhibitor will also be responsible for paying any charges to third parties incurred as a result of the cancellation.

b) If the Exhibitor does not make full payment when due under the terms of this contract, the Organizer may terminate this exhibit space held for the Exhibitor and the Exhibitor shall be responsible for payment to Organizer for all amounts which does not exceed the exhibition fees and would have been due to the Organizer under the terms of subsection above, if the Exhibitor had cancelled this exhibition space as of the date of such default. All other provisions of the terms and conditions herein will continue to be in force until it is cancelled by the Organizer.

c) The Exhibition may be cancelled by the Organizer as a result of any reasons, which in the opinion of the Organizer make it commercially prudent to do so and/or due to circumstances beyond its control. In such an event, all fees paid by the Exhibitor will be refunded. The Exhibitor agrees that under these circumstances he will have no further claim against the Organizer.

#### **6. Transport of Exhibits**

a) The Exhibitor shall bear the responsibility and expenses for the transport of exhibits to the Event Venue.

b) The Exhibitor shall make their own arrangement for storage and warehousing for their exhibits and packaging materials before, during and after the event.

c) The Exhibitor shall remove their exhibits and decorative items from the Event Venue within the period stipulated by the Organizer and shall indemnify the Organizer for any loss by reason of delay or damage to the Event Venue caused by the exhibits and/or decorative items.

d) The Exhibitor shall abide by all customs formalities and bear applicable taxes in respect of his exhibits and materials brought into the country before and after the event.

e) Storage facilities for Exhibitors will be made available at the Event Venue. Please contact the Event Venue for further details regarding delivery.

#### **7. Undesirable Activities**

a) The only goods displayed must be those used during the normal course of business. Sales by auction are prohibited. Betting, gaming and other activities that will, or may violate alcohol, music, dancing and similar licenses or other permissions relating to the Event Venue are prohibited.

b) Provisions for souvenirs, memorabilia or merchandise for either purchase or as premiums for free at or through booths is strongly discouraged.

c) The use of audio visual aids, if required, should be disclosed at the application stage, in order to facilitate required support from the venue and/or Organizers.

#### **8. Change of Conference Dates, Speakers, Programme Content and Venue**

The Organizer reserves the right to change the Conference Date, speakers, programme content and the Conference Event should circumstances so require. The Organizer, its sub-contractors, agent and/or employees have the right to immediately alter or cancel the Conference or any arrangements, timetables, plans or other items relating directly or indirectly to the Conference. Save for as set out in Clause 5(c) above, the Exhibitors shall not be entitled to any compensation for damages that result from such alteration or cancellation.

## **9. Force Majeure**

The Organizer shall not be liable for any delay or failure to perform its obligations under the terms and conditions herein caused by circumstances beyond the control and without the fault or negligence of the Organizer including war (declared or undeclared), natural disaster, acts of God, fire, blockades, earthquakes, acts of terrorism and matters beyond the Organizer's reasonable control. The Exhibitor agrees that under these circumstances he will have no further claim against the Organizer.

## **10. Security**

The Exhibitor warrants that nothing which he, his servants or agents shall do in or for the Event shall contravene any law or regulations, encroach upon third parties rights, or pose any exceptional danger or risk which has not been previously disclosed to the Organizer with sufficient precautionary measures taken.

## **11. Fire Prevention and other Regulations**

All Exhibits, materials and fittings used or displayed in the stand must be properly fire-proofed and be in accordance with all applicable fire prevention and building regulations. The Exhibitors' display shall not obstruct the view of other Sponsors/Exhibitors nor be in any manner objectionable to the general interest of the Event and other Sponsors/Exhibitors or cause any annoyance or nuisance to other Sponsors/Exhibitors. The Organizer reserves the right to issue such directions as it may deem necessary to the Sponsors/Exhibitor on remedying a breach of this term. The Exhibitor shall comply with such directions forthwith.

## **12. Electric Lighting and Power**

All orders for electrical works must be placed with the Official Contractor. The Exhibitor is responsible for settling any payments directly with the Contractor. Lighting must be still (non-flashing) and direct lighting must be shielded to avoid causing a nuisance.

## **13. Exhibitor Passes**

Each 3 x 3 m booth will entitle the Exhibitor to 2 exhibitor badges to be worn by the booth personnel. The badges will allow them access to the lunches (22-24 November 2011), coffee breaks and cocktails. Exhibitors must wear badges at all times which will be provided by the Organizer free of charge. The Exhibitor must provide the names of personnel requiring badges by 19 February 2011. The Organizer reserves the right to refuse admissions or remove any person from the Exhibition at its absolute discretion, without incurring any liability whatsoever. This will include anyone deemed drunk, disorderly, under the influence of drugs, other than that medically prescribed, or whose dress appearance or general behaviour is liable to disturb any Exhibitor or persons attending the Exhibition.

## **14. Noise Level**

Noisy or obstructive work and noisy operating displays or exhibits are not permitted.

### **15. Access to the Exhibition Area**

Exhibitors will be permitted to have access to the Exhibition Area from 3:00 pm on 21 November 2011 for set-up. (Please note that the Organizers reserve the right to adjust the time as deemed necessary. Exhibitors will be given ample notice to prepare for move in and set up)

### **16. Indemnity and Limitation of Liability**

#### **a) Indemnity**

The Exhibitor shall indemnify the Organizer against any loss, costs, damage, injury, expenses and liabilities whatsoever which the Organizer incurs in respect of loss, destruction or damage to property which arises directly or indirectly out of the participation in the Exhibition by the Exhibitor or its agents, contractors, employees or any other person for whom the Exhibitor is responsible.

#### **b) Limitation of Liability**

The Organizer, its agents and employees shall not be liable for any loss, theft, damage or injury to any persons or any property during the course of the Exhibition howsoever arising. Information given by the Organizer is accurate to the best of its knowledge and any mistake or omission does not entitle the Exhibitor to cancel his booking.

### **17. Venue and Venue Property**

The Exhibitor shall take all necessary precautions to prevent any harm done to the Event Venue and property of the Event Venue. The Exhibitor is liable to compensate the Organizer for any damage done to the Event Venue or property of the Event Venue. .

### **18. Refusal of Admission**

The Organizer shall reserve the right to refuse any person admission to the Event Venue or in the general interest of the Event Venue and shall inform the Exhibitors of the reason(s) of such refusal.

### **19. Venue Regulations**

Exhibitors shall abide by the Rules and Regulations of the Event Venue. Failure to comply with the Rules and Regulations will constitute grounds for breach of the Agreement. A copy of the Rules and Regulations may be obtained from the Organizer.

### **20. Breach of Agreement**

In cases where the Exhibitor fails to observe and perform any of the terms and conditions herein, the Organizer shall reserve the right to refuse performance of all its obligations towards the Exhibitor and all fees paid by the Exhibitor to the Organizer will be forfeited. Exhibitor shall furthermore indemnify the Organizer for all losses and damages resulting from such failure in observing or performing the terms and conditions herein.

**21. Interpretation, Governing Law and Jurisdiction**

Interpretation of the terms and conditions herein lies solely with the Organizer. The terms and conditions herein shall be governed by and construed according to Malaysian law. The parties hereto hereby agree to submit to the exclusive jurisdiction of the Malaysian courts.

**22. Successors in Title and Lawful Assigns**

The terms and conditions herein shall be binding upon the parties, its successors in title and lawful assigns.

**23. Any Other Regulations**

Exhibitors are required to study, understand and adhere to all rules and regulations as stipulated in the RT9 Exhibitor Manual, a copy which will be sent to Exhibitors once a booking is made.