

## TERMS & CONDITIONS OF SPONSORS/ PARTNERS/ EXHIBITORS

### **1. TERMS OF REFERENCE**

The term "Contract" means the contract for participation sponsorship and exhibition at the Conference entered into between the Organisers and the Sponsors and Exhibitors which incorporates the rules, regulations and conditions of participation.

The term "Organisers" represents ATCEN Communications Sdn Bhd.

The term "Venue" refers to the respective Conference venues.

The term "Conference" represents the Conference(s) and/ or Event(s) stated in this document.

The term "Sponsors" includes all employees, representatives and agents of any organisation, company, partnership, firm or individual who entitled as a sponsor/partner at the Conference.

The term "Exhibitors" term shall represents all employees, representatives and agents of any organisation, company, partnership, firm or individual which has a booth and/space space in the Conference.

The term "Centre" represents the management of the respective Conference premises.

The "Contract Form" represents the application for participation to the conference. This may refer to the official participation contract form or any agreement between the parties.

### **2. APPLICATION FOR PARTICIPATION**

All applications for participation shall be made on the prescribed Contract Form and submitted to the Organisers. The submission of such form shall be deemed as confirmation of participation, and acceptance by the Sponsors and Exhibitors of the Terms and Conditions listed here. The Organisers reserve the right to accept or refuse any application without disclosing to the Sponsors and Exhibitors any reasons thereof.

### **3. PARTICIPATION PAYMENT SCHEDULE**

Full payment of investment (including rental of space/booth) is payable by the Sponsors and Exhibitors to the Organisers within fourteen (14) days upon receipt of the invoice and three (3) working days before the event whichever is earlier.

### **4. CANCELLATION AND PAYMENT DEFAULT**

In the event of a participation cancellation or default in payment by the Sponsors and Exhibitors, the Organisers reserve the right, without liability, to terminate the Contract without any refund made.

### **5. CHANGES AND ALTERATIONS**

The Organisers reserve the right to change the venue, date, duration or layout of the Conference, at any time prior to the commencement of the build-up of the booths, should exceptional circumstances dictate, or to make structural alterations inclusive of entrances and exits. In these cases, the agreement by the Sponsors and Exhibitors to participate and the Contract shall remain in force without any entitlements to claim for compensation or replacements in connection with such changes or alterations.

### **6. GRANT OF RIGHT**

Sponsors and Exhibitors will grant the following to the Organisers:

- A. A worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos and trade marks (the "Marks") provided to us
- B. For a period of six months following the Conference in any report produced about the Conference and in any related promotional materials.

Organisers will grant the following to the Sponsors and Exhibitors:

- A. A non-transferable, non-exclusive, royalty-free licence to use the Conference logos and trade marks (the "Conference Marks") provided to them solely to promote their sponsorship of the Conference, during the Term and in accordance with the terms and conditions of this Contract.

In the event that Sponsors and Exhibitors change the Marks at any time during the Term, Sponsors and Exhibitors agree that the Organiser shall not be obliged to make any consequential changes to materials that include the Marks produced by us or on organisers' behalf for or in connection with the Conference (including, but not limited to, reprinting promotional literature or publicity materials) unless Sponsors and Exhibitors agree in writing in advance to meet the costs and expenses incurred by us arising from such change.

If for any reason, Organisers are unable to deliver any of the Sponsors and Exhibitors agreed rights as per Contract, Organisers will inform Sponsors and Exhibitors as soon as reasonably practicable. Organisers may substitute alternative benefits in respect of the same Conference to an equivalent value of the relevant Sponsors and Exhibitors Rights without any liability to Sponsors.

Sponsors and Exhibitors acknowledge and agree that Sponsors and Exhibitors shall be solely responsible for all costs that Sponsors and Exhibitors incur relating to its attendance at the Conference (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to the stand that you erect at the Conference). Sponsors and Exhibitors shall promptly comply with all reasonable instructions and directions issued by or on behalf of Organisers in connection with the Conference and its promotion (including, without limitation, any instructions or directions given in relation to the use of the Venue at which the Conference is being held). Organisers shall not be responsible for any failure or delay in providing any of the Sponsor and Exhibitors contractual rights where such failure occurs directly or indirectly as a result of Sponsors' and Exhibitors' failure or delay in complying with any of our reasonable instructions or directions.

### **7. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the Marks shall be solely and exclusively owned by Sponsors and Exhibitors, together with any goodwill therein, and Organisers shall not acquire any rights in the Marks, including any developments or variations; and all intellectual property rights in the Conference Marks shall be solely and exclusively owned by the Organisers. The Sponsors and Exhibitors shall not acquire any rights in the Organisers Marks, including any developments or variations.

### **8. BANKRUPTCY**

In the event of a Sponsor or Exhibitor becoming bankrupt, or going into liquidation, or having an administrator or receiver appointed, or entering into a voluntary arrangement, the Contract with him may be terminated at the option of the Organiser and the full Contract price will be due and payable with immediate effect.

### **9. PROHIBITION OF TRANSFER**

Sponsors may not assign or share or grant licences of any part of the Sponsorship. Nor may any cards, advert, or printed matter of firms who are not bona fide Sponsors be exhibited in or distributed from, any area of the Conference.

### **10. REGISTRATION OF STAFF**

Staff from Sponsors and Exhibitors who wish to attend the conference sessions must register as full conference delegates, unless a specific prior arrangement has been made with the Organisers. The Organiser has the rights to limit the number of Staff from Sponsors and Exhibitors at the Conference.

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#### **ATCEN COMMUNICATIONS SDN BHD**

## **11. CUSTOMISED BOOTH CONSTRUCTION**

Sponsors and Exhibitors wishing to construct customised booths are required to engage an approved contractor registered with the Centre. Such customised or special design booths are to be constructed within the assigned space/booth-area rented. Sponsors and Exhibitors is to ensure that any customised booth construction meets the particular site ceiling height limitations and other specifications determined by the Centre and Organisers. Sponsors and Exhibitors are also required to submit their special design diagrams and plans to the Organisers' at least four (4) weeks before the event for approval. Final approval for any special design rests entirely on the Organisers in consultation with the Centre. Refundable Performance Bond of RM5,000 is required.

## **12. BOOTH/SPACE USAGE REGULATIONS**

Sponsors and Exhibitors are not allowed to place exhibits, equipment or furniture outside their respective assigned booth area or space, and are not to obstruct the walkways. No alterations or additional work to standard booths and their panels are allowed without prior WRITTEN approval from the Organisers. Exhibits or materials which may pose a danger or cause damage are disallowed within the respective Fair premises floor. Assigned/rented space/booths cannot be sub-let or sub-divided by the Exhibitor without the written consent of the Organisers. Walls, ceilings, floor, pillars, permanent fixtures or Organisers' fixtures may not be used or disturbed without the written consent of the Organisers.

## **13. SET-UP & DISPLAY REGULATIONS**

All Sponsors and Exhibitors moving-in and setting-up on the respective dates must complete their decoration and booth-dressing by the stipulated time set by the Organisers. All exhibits and presentations during the opening hours of the Fair should be effectively operational but must not cause a nuisance to other Sponsors and Exhibitors, the Organisers or the visitors. Sponsors and Exhibitors must ensure that their respective booths are appropriately and competently manned. The Organisers reserve the right to take whatever remedial action it deem fit should a complaint be lodged.

## **14. BUILD-UP AND TEAR-DOWN PROCEDURES**

Sponsors and Exhibitors are to comply with the build-up and tear-down schedules and procedures issued by the Organisers.

## **15. ELECTRICAL SUPPLY RULES & REGULATIONS**

All Sponsors and Exhibitors are to comply with the electrical rules & regulations under existing Malaysian laws or according to generally accepted international standards. The Organisers reserve the right to stop all activities of any Sponsor or Exhibitor who is in violation. All Sponsor and Exhibitors must refer to the official main contractor to obtain approval should changes need to be made to the standard-schedule electrical wiring. The Organisers reserve the right to impose a surcharge (double scheduled rates) on electrical installations of customised booths which are not completed within the stipulated time limit. Electrical supply and service, however, will not be guaranteed for such booths.

## **16. FIRE REGULATIONS**

All materials used in the booth construction must comply with government regulations on fire safety. The Organisers reserve the right to stop any activity that is a potential fire hazard. Sponsors and Exhibitors are to make their own arrangements for special fire extinguishing facilities as required.

## **17. SECURITY**

General security shall be provided by the Centre outside the respective Conference premises, with the Venue being secured before and after the opening hours. However, Sponsors and Exhibitors are solely and fully responsible for the security of their respective booth, display and property, and should take insurance against loss or damage. The property of the Sponsor and Exhibitor is understood to remain in its own care, custody, and control in transit to or from or within the confines of the respective Fair premises. Participating Sponsors and Exhibitors shall indemnify the Organisers, its officers or any appointed agents against any claims and responsibility arising from issues of security.

## **18. CLEANLINESS**

The Centre will provide routine general cleaning services throughout the exhibition period. All Sponsors and Exhibitors are to take responsibility for the removal of their construction and storage materials and the daily cleaning and maintenance of their space/booths.

## **19. DAMAGE LIABILITY**

Sponsors and Exhibitors are liable and responsible for any damages to the respective Venue premises, other Sponsors and Exhibitors and their exhibits, or common property, caused by themselves, their contractors or their agents.

## **20. ANTI BRIBERY AND ANTI CORRUPTION**

Sponsors and Exhibitors warrant to comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009; Report to Organisers any request or demand for any undue financial or other advantage of any kind received by or on behalf of Sponsors in connection with the performance of this Contract. Breach of this clause 9 shall be deemed a material breach of this Contract.

## **21. INSURANCE COVER & INDEMNITY**

It is recommended that all Sponsors and Exhibitors take up all-risks, public liability, third party and other insurance cover against any claims which may arise from injury to persons or loss of property in their respective space/booths throughout the duration of the exhibition. The Organisers and the Centre shall not be held responsible in any circumstance that may arise, and that they be duly indemnified by the Sponsors and Exhibitors against any injury or loss arising from the participation in the Conference.

## **22. INTERPRETATION**

The Organisers reserve the right to make such changes, amendments and additions to these participation terms as and when considered necessary for the proper conduct of the Conference. The interpretation of any contractual term, condition or regulation rests entirely with the Organisers, and whose decision shall be final and binding.

## **23. DISPUTES & ARBITRATION**

Any unresolved disputes between Organisers and Sponsors and Exhibitors shall be referred to a mutually-acceptable independent arbitrator operating under the Malaysian law.

## **24. LIABILITY WAIVER**

The Organisers shall not be liable for failure to perform its obligations under this Contract as a result of strikes, riots, acts of God, or any other causes beyond its control. The rights of Organisers under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorised officer of the Organisers.