

❖ TERMS AND CONDITIONS ❖

1.0 APPLICATION FOR PARTICIPATION

- 1.1 All exhibitors must submit the original completed copy of the Official Contract Form issued by the **HALFEST ASEAN SECRETARIAT** under the management of **SHAPERS MALAYSIA SDN BHD** (hereafter called the "Event Organiser") with authorised signatory and company seal and to reach the HALFEST Secretariat before **23rd JULY 2017** or as specified by the "Event Organiser".
- 1.2 Participation will only be confirmed after the "Event Organiser" receives the full payment for participation in HALFEST ASEAN 2017 or its programs before the appointed date.
- 1.3 HALFEST ASEAN 2017, from **23rd July 2017** is strictly for "**Trade Visitors Only**". During **Trade Exhibition days all exhibitors are not allowed to sell their products/exhibits**. The Organiser reserved the right to refuse, stop and remove exhibitors from the exhibition hall immediately without further notice if they are found fraud to this rule. And from **24th - 27th August 2017** HALFEST ASEAN 2017 is open to Trade and Public Visitors.
- 1.4 Opening Hour during Trade Day on 23rd August 2017 is from 11:00am – 9:00pm.
- 1.5 Opening Hour for Trade and Consumer Days from 24th - 27th October 2017 is from 11:00am - 9:00pm.

2.0 HALAL CERTIFICATION

- 2.1 Exhibitors shall provide a valid Halal Certification for all their exhibits from a governing body. For Muslim organisations from Islamic countries that do not have a Halal certification body, a statutory declaration is required declaring their products are Halal and produced entirely by Muslims.
- 2.2 The "Event Organiser" reserves the rights to determine the eligibility of any Halal certificate or company to participate in HALFEST ASEAN 2017.

3.0 EXHIBIT SPACE AND RESERVATION OF SPACE

- 3.1 Exhibitors may choose their preferred location of exhibit space at HALFEST ASEAN 2017 once the full payment is settled. The "Event Organiser" will allocate exhibit space on behalf of Exhibitors with unspecified choice of exhibit space.
- 3.2 Exhibits space may be reserved up to 10 days pending full payment. Each reservation will be held on a queue system. An extension of four (4) days thereafter is allowed, upon exhaustion the space will be given to the next company in queue. Any amount of extension thereafter is at the discretion of the "Event Organiser". Confirmation of exhibit space will be advised by the "Event Organiser" in writing or email within five (5) working days from the day full participating fee is received.

4.0 ALLOCATION OF BOOTH

- 4.1 The "Event Organiser" shall reserve the right to change the booth allocated to the exhibitor at any time prior to the commencement of the build up of the exhibition should exceptional circumstances demand, to transfer or close entrances or exits to the exhibition hall and to undertake other structural alterations as they deem fit. Such changes shall be at the sole discretion of the "Event Organiser" and the exhibitor shall have no claims for compensation because of these changes.

5.0 EXHIBITS AND APPLIANCES

- 5.1 In accordance with Clause 2, Article 2.1, all products/exhibits displayed shall be Halal certified or declared Halal. The exhibitors shall not display in his booth any products that are not Halal certified or does not comply with Clause 2, Article 2.1. The "Event Organiser" reserves the rights to determine the eligibility of any product for display.
- 5.2 **Exhibitors are not allowed to sell their products/exhibits during the entire trade exhibition days. All products/exhibits are for display and promotional purposes only on 23rd August 2017.**
- 5.3 The "Event Organiser" will exercise the liberty to immediately close down any exhibitor's booth if the exhibited items/products are found to be non-compliant with Clause 2, Article 2.1 and Clause 5, Article 5.1.
- 5.4 The specifications and restrictions shall be provided in the official Exhibitors' Handbook supplied by the "Event Organiser" sixty (60) days before HALFEST ASEAN 2017. Any exhibits interfering with neighbouring exhibits are strictly prohibited. Representative of more than two principals per single booth is expressly prohibited. Only one company can exhibit at any single booth.

6.0 FURNITURE, ELECTRICAL FITTING AND ELECTRICITY SUPPLY

- 6.1 Special booth construction, electrical wiring and decorator services are available only through the Official Contractors appointed by the "Event Organiser".
- 6.2 The exhibitor may request for extra furnitures, electrical appliances, electrical fittings, wiring and the appointed Official Contractor at a charge prescribed in the said handbook shall install them. The exhibitor, upon confirmation of the order with the contractor, is to pay for the job fully before completion of installation.

7.0 ADVERTISING OF EXHIBIT

- 7.1 Exhibitor may distribute handbills or other printed advertising matters from his booth vicinity only. In the event of any complaint resulting from such distribution, the matter shall be referred to the "Event Organiser" for resolution.

8.0 CANCELLATION POLICY

- 8.1 In all cases of an exhibition space being cancelled at the exhibitors' will, all deposits and payment(s) will be forfeited automatically by the "Event Organiser".

9.0 EXHIBITION MANAGEMENT RESPONSIBILITY

- 9.1 The "Event Organiser" and their Agents and partners agrees to render reasonable assistance to exhibitors, to keep them informed and to provide them with available promotion materials for their own use and to promote attendance of the exhibition through accepted means of advertising, public relations, publicity, direct-mail, etc. As no storage/stacking of goods are permitted behind the exhibit area, exhibitors can request for storage space and porter services for a nominal fee from the "Event Organiser".

10.0 LIABILITY & LOSSES

- 10.1 The "Event Organiser" and all organisations and individuals who are employed by or associated with in connection to this exhibition will not be responsible and shall be indemnified by all exhibitors for damage or loss resulting from fire, or any other cause whatsoever, including accident or injury to exhibitors, their employees and agents, the public and others. The exhibitors agree to pay promptly for any/all damage to the exhibition building or its equipment incurred through carelessness or otherwise, of exhibitor or his employees or agents.
- 10.2 The "Event Organiser" shall not be responsible in the event of any errors or mistakes in any promotional material.
- 10.3 "Event Organiser" is not responsible for damage to exhibitors' property or lost shipment either coming on or going out, or for moving. Damage to inadequately packed property is exhibitor's own responsibility. If exhibit fails to arrive, exhibitor is nevertheless responsible to exhibit space rental. Exhibitors are advised to insure against such risks.

11.0 SAFETY AND FIRE LAWS

- 11.1 All applicable fire and safety laws of the venue must be strictly observed by the exhibitors. Cloth decorations must be fire proof. Wiring must comply with Local Fire Department and Underwriters' Rules. Smoking in the exhibition area is forbidden. Exhibits must not block aisle and fire exits. No decorations of paper, pine boughs, leaf decorations or tree branches are allowed. (Acetate and most rayon drapes that are not flame proof are prohibited).
- 11.2 Exhibitors are strictly reminded to abide the safety procedures and understand Clause 18, Articles 18.2. The Event organiser will not be held accountable/liable for your arrest or summon by the authorities arising from any obstacles by exhibitors in case of emergencies.

12.0 TERMINATION OF EXHIBITION

- 12.1 In the event that the premises in which the exhibition is or is to be conducted shall become, in the sole discretion of the "Event Organiser", unfit for occupancy or in the event the holding of the exhibition or the performance of the "Event Organiser" under Application (of which these Term and Conditions are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of "Event Organiser", the said Application and/or the Exhibition (or any part thereof) may be terminated by the "Event Organiser". The "Event Organiser" shall not be responsible for delays, damage, loss, increased cost, or unfavourable conditions arising by virtue of causes not reasonably within the control of the "Event Organiser". If the "Event Organiser" terminates said Application and/or the Exhibition (or any part thereof) as foresaid, then the "Event Organiser" shall not be liable to the exhibitor other than for a prorated refund of such exhibit days remaining.

13.0 FAILURE TO EXHIBIT

- 13.1 The organiser shall be at liberty to let out the booth(s) without reference to the defaulting exhibitor, in the event the exhibitor fails to exhibit or no payment is made within 14 days from signing the contract form.

14.0 INSURANCE

- 14.1 Exhibitors are advised to see that their regular insurance company includes extra-territorial coverage and that they have their own theft, public liability and property damage insurance. The "Event Organiser" and all organisations and individuals who are employed by or associated with in connection with the exhibition will not be responsible for injury, damage or loss that may occur to an exhibitor or his employees or agents nor to the safety of any exhibit or other property against robbery, fire, or any other destructive causes.

15.0 RIGHT OF POSSESSION

- 15.1 In the event of an exhibitor owing the "Event Organiser" a sum still outstanding at the end of the payment due date, the "Event Organiser" reserves the right to prohibit and/or prevent the exhibitor from moving his goods, exhibits or chattels from the exhibition venue. The "Event Organiser" also reserves the right to remove exhibitor debtor's exhibits to be stored at the premises of the "Event Organiser" until full settlement has been made.

16.0 SUB-LEASING

- 16.1 Exhibitors must not sublet or subcontract the whole or part of his space without prior written permission of the "Event Organiser".

17.0 CODE OF BUSINESS ETHICS

- 17.1 Exhibitors are to conduct their business in orderly manner so as not create unhealthy practices detrimental to the exhibition as a whole. Exhibitors must be properly attired. No T-Shirts, short pants and slippers are allowed. **NO PERSONNEL UNDER THE AGE OF 18 YEARS OLD or Children** will be allowed or manning in the booth.
- 17.2 For Safety and Health cautions **CHILDREN BELOW 18 YEARS OLD AND PREGNANT WOMEN ARE STRICTLY PROHIBITED** from entering the exhibition halls during moved in and tear down period.

18.0 ITEMS ON EXHIBIT

- 18.1 All items exhibited by exhibitors must remain at the exhibit space for the whole duration of the exhibition and shall not be removed from the exhibition hall without prior written consent from the "Event Organiser".
- 18.2 Exhibitors are not allowed to display their bunting stands, pop up system, banners and others similar materials without the "event organiser" consent. Organiser reserves the rights to remove it or seize without further notice.

19.0 CHANGES

- 19.1 The "Event Organiser" reserves the right to change the venue and dates or duration of the exhibition should circumstances demand. In the event of such changes, the agreement to participate by the exhibitors shall remain in force. In the event of such change in venue and dates or duration or cancellation of the exhibition, the exhibitors shall not be entitled to any claims for compensation in connection with their booking for participation.

20.0 FAILURE OF SERVICES

- 20.1 The "Event Organiser" shall not be liable for any damage or loss by the exhibitors directly or indirectly attributable to the cancellation, suspension or reduction of the exhibition from the period advertised or specified due to force majeure, acts of war, military, municipal statutory or civil authority, fire, floods, tempests, excessively inclement weather, earthquake, or combination of sale, serial object/s aircraft, strikes, riots, civil commotions, lockouts, industrial disputes by workmen.
- 20.2 In the event the exhibition is cancelled, reduced or postponed, the fees paid to the "Event Organiser" or any part thereof may be refunded at the sole discretion of the "Event Organiser" but this shall not prejudice the "Event Organiser's" right to appropriate the entire sum/s or any part thereof for their own purpose to defray administration and/or other expenses.

21.0 LEGAL COST

- 21.1 It is agreed that the exhibitor will bear all legal costs and expenses incurred by the "Event Organiser" in the event legal action is taken against the exhibitor for any sum due or damages done to the "Event Organiser" under this contract.

22.0 REJECTED DISPLAY

- 22.1 The exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely in strict compliance with the Terms and Conditions herein laid down. The "Event Organiser" reserves the right to reject, eject or prohibit any exhibit in whole or in part of any exhibitor or his representatives, before or during the exhibition. The Event Organiser and their Agents shall not be liable for any damages or loss if an exhibit or exhibitor is ejected for violation of these Terms and Conditions for any other stated reason, and no refund shall be made.