

PARTICIPATION AGREEMENT

APPLICATION FORM

SECTION 1: EVENT DETAILS

Event Logo



Event Name: Franchising and Licensing Asia 2022

Event Dates: Physical Event
Date(s): 27 to 29 Oct 2022

Event Time: Physical Event
Time(s): 10am – 6pm
(Singapore date and time)

Venue: Physical Event
Venue: Marina Bay Sands Convention Hall

Event Website: <http://franchiselicenceasia.com/>

Event Organiser:

Constellar Exhibitions Pte Ltd



Registration No. : 197400503M
Business address : 1000 Toa Payoh North
News Centre, Annexe Level 2
Singapore 318994

Presented By:

Franchising and Licensing Association (Singapore)



SECTION 2: EXHIBITOR'S DETAILS

Company name ("Exhibitor"):

Company registration no.:

Name of contact person:

Designation:

Company address:

Country:

Postal code:

Tel:

Fax:

Mobile HP:

Business email:

Please fill in billing information below if different from above:

Company name:

Name of contact person:

Designation:

Address:

Country:

Postal code:

Tel:

Fax:

Mobile HP:

Business email:

SECTION 7: EXHIBITOR'S AGREEMENT

In consideration of the Event Organiser agreeing to consider the Exhibitor's application, the Exhibitor agrees that this Application Form constitutes an irrevocable offer to the Event Organiser, under which the Exhibitor offers to book the Booked Space on the terms and conditions set out in the following documents:

- a) this **Application Form**;
 - b) the **Exhibitor Terms and Conditions** (enclosed herewith this Application Form);
 - c) the **Exhibitor/Participant Manual** imposed by and/or issued by the Event Organiser from time to time;
 - d) the **House Rules** of the Venue imposed by and/or issued by the Event Organiser from time to time;
- (collectively, the "**Contract Documents**") which the Exhibitor shall obtain from the Event Organiser. The Event Organiser's acceptance of this Application Form (if any, as set out below) shall constitute a binding contract between the Parties ("**Contract**"), comprising the Contract Documents.

Signature of authorised signatory of Exhibitor

Company Stamp (if any)

Name/Designation:

Date:

SECTION 8: EVENT ORGANISER'S CONFIRMATION

The above application is **ACCEPTED** by the Event Organiser.

Salesperson: Bobby Man

Name: Bobby Man
Signature:

Name:
Signature:

Name:
Signature:

Date:

Date:

Date:

Participation Fees

Booked Space Fee

Pre-discount (before GST)

SGD

Discount rate (%)

-

Post-discount (before GST)

-

Sponsorship & other fees (if any)

Sponsorship (before GST)

-

Other fees: _____ (before GST)

-

Total

Sub-total (before GST)

SGD

GST (if applicable)

N/A

Total (including GST, if applicable)

SGD

EXHIBITOR TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless the context requires otherwise, the capitalised terms not defined in these Exhibitor Terms and Conditions shall have the same meaning as those ascribed to it in the other Contract Documents and vice versa.
- 1.2. In the Contract, the following words and expressions shall, unless the context otherwise require, bear the meanings set out against them below:
- (a) **"Accrued Expenses"** means all costs and/or expenses incurred for the marketing, promotion, website development and service/maintenance/fit out works of the Event (where applicable) and taxes that the Event Organiser has already reasonably incurred in relation to the Event.
 - (b) **"Affiliates"** means, in relation to each Party, any corporation, partnership, trust or other entity which directly or indirectly controls or is controlled by such Party or is directly or indirectly controlled by another entity which also directly or indirectly controls such Party, where "control" means (i) control of management; or (ii) ownership or control of at least 20% of equity or membership interest of such Party or entity.
 - (c) **"Applicable Laws"** means all circulars, codes, decrees, directives, guidelines, laws, legislation, notices, orders, ordinances, practice notes, regulations, requirements, rules and/or statutes, of any jurisdiction, governing authority or stock exchange as amended, supplemented and/or varied from time to time.
 - (d) **"Application Form"** means the application form to which these Exhibitor Terms and Conditions is appended to, which forms part of the Contract.
 - (e) **"Booked Space"** means physical and/or digital exhibition space and/or booths at the Venue specified in the Application Form as may be allocated by the Event Organiser to the Exhibitor.
 - (f) **"Business Day"** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore.
 - (g) **"Constellar Group"** means Constellar Holdings Pte. Ltd. and its related corporations (as defined in the Companies Act (Cap. 50, Singapore Statutes)) (which includes *inter alia* the Event Organiser).
 - (h) **"Contract"** and **"Contract Documents"** shall have the meanings ascribed respectively to them in the Application Form.
 - (i) **"Event Data"** means all information and data relating to or in connection with the Event, including but not limited to personal data and business contact information of delegates, exhibitors, media, partners, speakers, sponsors, supporting organisations, and visitors which are collected, created or generated by any Party or any third party for any Party.
 - (j) **"Event Dates"** means the date(s) of the Event.
 - (k) **"Event Time"** means the time(s) of the Event.
 - (l) **"Event Materials"** means all materials (regardless of form/format) in connection with the Event, including without limitation materials which are produced by or on behalf of the Event Organiser or Exhibitor, as the case may be, to advertise, publicise and market the Event and which are published, displayed, distributed or disseminated through various media (non-electronically or electronically) before and/or during the Event.
 - (m) **"Event Organiser's Marks"** means the name of the Event and the Event Organiser, Event Logo, Event Organiser's Logo, and domain names of the Event Organiser (including the Event Website) notified in writing by the Event Organiser.
 - (n) **"Exhibitor's Marks"** means the Exhibitor's trademarks, brands, logos, emblems, commercial name, internet domain names or other designation or distinctive sign notified in writing by the Exhibitor.
 - (o) **"Force Majeure Event"** means any cause beyond the reasonable control of the Parties, including without limitation, acts of god, fire, flood, wide-spread illness, epidemic/pandemic (as declared by the World Health Organisation), power failure, communications line interruption, technical and computer-related faults and breakdowns, server outage, website vandalism, computer virus invasion or attack, hacker attack, temporary or permanent website closure or shutdown (caused by governmental control or otherwise), mechanical or other defect or breakdown, 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 or shortage of manpower, fuel, materials, electricity or water, and the abovementioned scenarios shall include any threat thereof.
 - (p) **"GST"** shall mean goods and services tax levied under any Applicable Law.
 - (q) **"Participation Fees"** means the total participation fees (including without limitation any sponsorship fees, booking fees, exhibition/booked space fees, any other additional or optional fees, and any applicable taxes) indicated in the Application Form and any other additional cost payable under the Contract.
 - (r) **"Party"** means either Event Organiser or Exhibitor; and **"Parties"** means Event Organiser and Exhibitor collectively.
 - (s) **"Permits"** means approvals, authorisations, certifications, consents, exemptions, licences, orders, permits, registrations and/or waivers, issued or granted by the government or other relevant third parties.
 - (t) **"Representatives"** means in relation to a Party:
 - (i) its directors, employees and/or officers;
 - (ii) its related corporations (as defined in the Companies Act (Cap. 50, Singapore Statutes)), Affiliates, partners and/or their respective directors, officers and/or employees; and/or
 - (iii) its advisers, consultants, contractors (including sub-contractors), agents, servants, suppliers, licensors, customers, clients and/or service providers.
 - (u) **"Venue"** shall mean the location/Venue of the Event and/or Booked Space (as the case may be); and **"Venue Provider"** shall mean the manager, owner or provider of the Venue.
 - (v) **"Wind-Down Period"** shall mean the winding down period after the Event (as determined by the Event Organiser).
- 1.3. References to "the Contract" include all amendments, additions and variations thereto agreed between the Parties. All the Contract Documents form and are integral parts of the Contract.
- 1.4. References to Clauses are references to the clauses of these Exhibitor Terms and Conditions.
- 1.5. The singular shall include the plural and vice versa. Words importing any gender includes the other gender. The words "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words, and whenever the words "include", "includes" or "including" are used in the Contract, they will be deemed to be followed by the words "without limitation".
- 1.6. References to any date and time shall mean respectively the date and time in Singapore.
- 1.7. If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall instead be the next Business Day.
- 1.8. Unless the context requires otherwise, reference to "person" shall include an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof. Reference to "third party" shall mean any person other than the Parties.

2. BOOKED SPACE

- 2.1. The Booked Space, Venue and all other entitlements and deliverables are provided by the Event Organiser to the Exhibitor on an "as-is-where-is basis".
- 2.2. Notwithstanding any provision in the Contract, the Event Organiser reserves the right (but not the obligation) to do any or a combination of the following, at any time, without being liable to the Exhibitor in any way:
- (a) change the Venue, the floor plan of physical Venue, the size, dimension and location of any space booked (including the Booked Space) at the Venue;
 - (b) relocate or close entrances, passageways and/or exits from and to any physical space booked (including the Booked Space) at the Venue;
 - (c) change, relocate and/or remove any displays, showcases goods and/or exhibits in any space booked (including the Booked Space) at the Venue;
 - (d) deny or restrict use of or access to any highlights, attractions, features and functionalities in any exhibition space (including the Booked Space) at the Venue; and/or
 - (e) prevent or stop any activity at the Venue.
- 2.3. The Exhibitor shall and shall procure that its Representatives shall not carry on any activity which (a) is in any manner prejudicial to the business of other exhibitors within the Venue, the Event Organiser and the Constellar Group; (b) is of such standard that severely detracts from the character and/or quality of the Event; (c) promotes political or ideological content; (d) promotes or discriminates against any race, gender, religion, community or ethnic group; or (e) displays any obscene, inappropriate or objectionable content.
- 2.4. The Exhibitor shall only sell, market, exhibit, showcase and/or display the products and/or services approved in writing by the Event Organiser. In particular, the Exhibitor represents and warrants that it has obtained the relevant consent to sell, market and/or display any third-party products and/or services. Such products and/or services shall not infringe any intellectual property rights owned by third parties.

3. ADMISSION

- 3.1. The Event Organiser reserves the right to charge any entrance or admission fee for the Event; and such fee shall be determined at the Event Organiser's sole and absolute discretion.

4. TERM

- 4.1. The Contract shall be valid from the date of acceptance of the Application Form by the Event Organiser until the last day of the Wind-Down Period (both dates inclusive) ("**Term**"), unless terminated earlier under the Contract. Clauses 8, 9, 10, 12 and 13 shall survive the expiration and/or termination of the Contract (as the case may be).

5. POSTPONEMENT, SUSPENSION OR VARIATION OF EVENT

- 5.1. The Event may be cancelled, postponed, and/or suspended (in whole or in part) by the Event Organiser at its sole and absolute discretion. Upon such cancellation, postponement and/or suspension of the Event, the Event Organiser shall provide written notice as soon as practicable to the Exhibitor if it affects the Exhibitor.
- 5.2. If the entire Event is postponed by the Event Organiser, the Contract shall be deemed amended to apply *mutatis mutandis* to the Event so postponed ("**Postponed Event**"), and the Event Organiser shall retain the Participation Fees (or part thereof) already paid. The Event Organiser shall apply the said retained amount towards payment for the Postponed Event; and collect all and any other remainder unpaid fees for the Postponed Event. For avoidance of doubt, Postponed Event includes the next edition of the Event (if the context requires).
- 5.3. If the Event Organiser cancels the Event in entirety (without postponement), the Event Organiser shall refund the Participation Fees which has been paid by the Exhibitor (interest-free) PROVIDED ALWAYS THAT the Event Organiser shall be entitled to appropriate and/or retain Accrued Expenses.
- 5.4. For an Event which has hybrid components:
- (a) if the Exhibitor subscribed for the physical component of the Event ("**Physical Event**") which is cancelled, postponed or suspended by the Event Organiser, the Event Organiser shall notify the Exhibitor and the Event Organiser shall elect any of the following:
 - (i) the Participation Fees in respect of the Physical Event (as stipulated in the Application Form or if not stipulated, determined by the Event Organiser) ("**PE Fees**") shall remain payable (or if paid, retained by the Event Organiser) and be applied towards the payment for the Physical Event so postponed or the physical component of the next edition of the Event (as the case may be) ("**Postponed PE**"); or
 - (ii) refund the PE Fees (if any paid) less Accrued Expenses,PROVIDED ALWAYS THAT where the Event Organiser elects to apply the PE Fees to the Postponed PE, the Contract is deemed amended *mutatis mutandis* to apply to the Postponed PE;
- AND/OR
- (b) if the Exhibitor subscribed for the digital component of the Event ("**Digital Event**") which is cancelled, postponed or suspended by the Event Organiser, the Event Organiser shall notify the Exhibitor and the Event Organiser shall elect any of the following:
 - (i) the Participation Fees in respect of the Digital Event (as stipulated in the Application Form or if not stipulated, determined by the Event Organiser) ("**DE Fees**") shall remain payable (or if paid, retained by the Event Organiser) and be applied towards payment for the Digital Event so postponed or the digital component of the next edition of the Event (as the case may be) ("**Postponed DE**"); or
 - (ii) refund the DE Fees (if any paid) less Accrued Expenses,PROVIDED ALWAYS THAT where the Event Organiser elects to apply the DE Fees to the Postponed DE, the Contract is deemed amended *mutatis mutandis* to apply to the

- Postponed DE.
- 5.5. For avoidance of doubt, the Event Organiser may, at its discretion, choose to only cancel one component (and not both) for hybrid events. In the event only one component is cancelled by the Event Organiser (at the Event Organiser's election):
- (a) clause 5.4(a) or 5.4(b) (as the case may be) shall apply only for the relevant cancelled component; and
 - (b) the other component (which is not cancelled) shall still proceed, and Participation Fees for this said other component shall remain payable.
- 5.6. The Event Organiser reserves the right to change the (a) Venue; (b) Event Dates; (c) Event Time; and/or (d) agenda, content, format, layout, programme, scope and other details of the Event (including converting a physical Event (or part thereof) to a digital/online event, or vice versa), by providing written notice to the Exhibitor as soon as practicable.
- 6. PAYMENT**
- 6.1. All sums payable to the Event Organiser shall be paid free and clear of any applicable bank fees and/or administrative charges. All monies owed by the Exhibitor to the Event Organiser under the Contract shall be made in full, without set-off, counterclaim or condition, and free and clear of and without any deduction or withholding.
- 6.2. Late payment interest of 1% per month shall accrue, on a daily basis, for all outstanding amounts from the payment due date until full payment is received.
- 6.3. Full payment shall be made in accordance with the Event Organiser's invoices by the due date, failing which the Event Organiser shall be entitled to (a) withhold handing over of the Booked Space to the Exhibitor; and/or (b) terminate the Contract immediately by giving written notice to the Exhibitor.
- 6.4. The Event Organiser shall be entitled to deduct or set-off any amount(s) owing under the Contract owed by the Exhibitor pursuant to the 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. 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.
- 7. TERMINATION**
- 7.1. In the event the Exhibitor intends to cancel its participation in the Event, it shall inform the Event Organiser in writing. Should the Exhibitor cancel its participation in the Event at any time within the 3-month period prior to the commencement of the Event, the Participation Fees shall be payable in full (i.e. 100% Participation Fees).
- 7.2. Upon the occurrence of any of the following events (collectively "**Key Events**"), the Event Organiser shall have the right, at its sole discretion and without prejudice to any other rights and remedies of the Event Organiser, to immediately terminate the Contract by giving written notice to the Exhibitor:
- (a) the Exhibitor breaches any term of the Contract which is not capable of being remedied;
 - (b) the Exhibitor breaches any term of the Contract which is capable of being remedied but remains not remedied after such remedial period specified in the Event Organiser's written notice of such breach;
 - (c) if the Exhibitor becomes/is unable to pay its debts as it falls due, or becomes insolvent, bankrupt or is wound up, makes a general assignment or compromise for the benefit of its creditors, suffers or permits the appointment of a receiver, trustee, judicial manager or such similar officer over any of its business or assets, or becomes the subject of any proceedings relating to insolvency or the protection of creditors' rights;
 - (d) if the Exhibitor ceases or threatens to cease its business;
 - (e) if the Exhibitor fails to occupy the Booked Space for the duration of the Event or is deemed by the Event Organiser to have withdrawn from the Event;
 - (f) if the Exhibitor becomes unable to legally perform or comply with any obligation under the Contract; or
 - (g) if the Exhibitor is in breach of any Applicable Laws.
- 7.3. Notwithstanding any other provisions in the Contract, the Event Organiser shall also have the right to immediately terminate the Contract by giving written notice to the Exhibitor if the Venue (or part thereof) becomes unfit for occupancy and/or use; or becomes unavailable (in whole or part) for any other reason.
- 7.4. The Event Organiser shall not be liable to the Exhibitor for any fees or compensation including without limitations any refund, reduction in Participation Fees, or return of Event Organiser's Entitlements, 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 any provision of the Contract, unless otherwise expressly provided.
- 7.5. Upon expiry and/or termination of the Contract (as the case may be), the Exhibitor shall:
- (a) make payment of all outstanding sums due under the Contract within 14 days from the date of expiry and/or termination of the Contract (as the case may be);
 - (b) unless otherwise directed by the Event Organiser in writing, do any or a combination of the following:
 - (i) cease all circulation, distribution, display and publication of the Event Organiser's Marks and Event Materials, and all other sales, advertising and marketing activities using such Event Organiser's Marks and Event Materials;
 - (ii) take down and remove all Event Organiser's Marks and Event Materials from all electronic and non-electronic publications, including television and radio advertisements, online websites, social media accounts/pages and social media campaigns; and/or
 - (iii) return to the Event Organiser, destroy or permanently delete and/or erase all Event Materials (including any backups, adaptations, variations or derivations) in the Exhibitor's possession.
- 7.6. The termination of the Contract shall be without prejudice to the rights and remedies of the Event Organiser in respect of any breach by the Exhibitor of its obligations hereunder.
- 8. INTELLECTUAL PROPERTY**
- 8.1. Each Party (or its licensors as applicable) shall retain ownership and all rights, title and interest in and to its respective intellectual property which were existing prior to the Contract, or intellectual property developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Contract, including all adaptations, derivations and variations (collectively "**Pre-Existing IP**").
- 8.2. The Exhibitor grants to the Event Organiser a non-exclusive, fully paid, non-transferable, non-sublicensable, revocable and terminable licence to use the Exhibitor's Marks in relation to or in connection with the Event, including without limitation (a) for the Event Organiser to fulfil its obligations under the Contract including to publicise the Exhibitor's participation in the Event; and (b) for the publication in all Event Materials for all aspects of advertising and promotional activity and any post-show reports.
- 8.3. Nothing in the Contract shall warrant or represent the placement format, minimum placement size and/or prominence of the Exhibitor's Marks on any Event Materials or Venue.
- 8.4. All intellectual property rights, including without limitation, patents, copyright, know-how, trade secrets and other proprietary rights, comprised in any and all materials or any part thereof created, developed and/or generated in connection with the Event ("**Foreground IP**"), shall hereby be irrevocably assigned to and vest in the Event Organiser upon such creation, development and/or generation.
- 8.5. Unless prior written consent is obtained from the Event Organiser, the Exhibitor shall not use the Event Organiser's Pre-Existing IP, Event Organiser's Marks and the Foreground IP.
- 8.6. If such prior written consent is given, the Exhibitor shall use the Event Organiser's Mark only in accordance with any guidelines notified by the Event Organiser from time to time.
- 8.7. The Exhibitor agrees that it will not do anything inconsistent with or prejudicial to the Event Organiser's ownership or right in the Event Organiser's intellectual property. The Exhibitor shall not, under any circumstances, seek to register any trademark, business name, company name or domain name using or incorporating any of the Event Organiser's intellectual property.
- 9. INDEMNITY**
- 9.1. The Exhibitor shall indemnify, and hold harmless the Event Organiser and its Representatives and/or the Venue Provider and its Representatives (collectively "**Indemnified Persons**") against all actions, charges, claims, costs, damages, decrees, demands, expenses, judgement, losses, liabilities, orders, writs, proceedings, suits, and settlement sums of any nature (including without limitation, legal costs and expenses (full indemnity basis), and any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority) which the Indemnified Persons may suffer or incur, directly or indirectly, in connection with:
- (a) any one of the Key Events;
 - (b) any breach of the Contract caused by the Exhibitor or its Representatives;
 - (c) any act, omission, breach, default, conduct, neglect of the Exhibitor or its Representatives on the Venue or use of the Venue and/or Booked Space;
 - (d) any violation of Applicable Laws; and/or
 - (e) any loss or damage caused by the Exhibitor's or its Representatives' participation in the Event.
- 10. LIABILITY**
- 10.1. To the fullest extent permissible by Applicable Laws, the Event Organiser shall not be liable to the Exhibitor and/or the Exhibitor's Representatives for any of the following, howsoever arising: (a) any loss of profit; (b) any consequential, incidental, indirect, punitive and/or special losses or damages; and/or (c) any loss or damage which may be suffered by or sustained to any property or person in the Venue or any part thereof howsoever occurring, including any loss or damage caused by any other person in the Venue or arising from any act, omission, default, misconduct or negligence of the Exhibitor and/or the Exhibitor's Representatives, contractors and/or subcontractor.
- 10.2. The Event Organiser's total liability in respect of all claims, actions, orders, damages, losses, costs and expenses of any nature in relation to the Contract shall not exceed the amount of Participation Fees paid by the Exhibitor. Nothing in this Clause 10.2 shall affect the Exhibitor's general obligation at law to mitigate any loss or damage which it may incur.
- 10.3. 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.
- 11. INSURANCE**
- 11.1. The Exhibitor shall obtain and maintain in force for the duration of the Event relevant insurance policies, including but not limited to all risks and third party insurance covering against third party claims for bodily injury, death and property damage, with a minimum coverage of S\$1 million per occurrence, and workmen compensation, to ensure that due compensation will be made for any injury (including injury resulting in death of personnel) and for any damage to any property or right of the Event Organiser PROVIDED ALWAYS THAT:
- (a) the Event Organiser may its sole discretion require the Exhibitor to take out additional insurance coverage depending on the identified risk; and
 - (b) the Exhibitor shall also, at its own cost, procure insurance coverage for its workmen or property which it deems necessary to cover any risk not included in the aforementioned insurance policies.
- 11.2. The Exhibitor shall not do or permit or suffer to be done anything whereby the Event Organiser's insurance policies on the Venue and for the Event and/or the Venue provider's insurance may become void or voidable or whereby the rate of premium thereof may be increased. The Exhibitor shall make good all damage suffered by the Event Organiser and to repay the Event Organiser all sums paid or borne by the Event Organiser by way of increased premium or additional charge and all expenses incurred by the Event Organiser in or about any renewal of such policies rendered necessary by a breach of non-observance of the Exhibitor of this Clause.
- 11.3. At the written request of the Event Organiser, the Exhibitor shall provide evidence to show compliance of Clause 11 to the full and complete satisfaction of the Event Organiser.

12. DATA PROTECTION

- 12.1. All Event Data created, developed and/or generated by the Exhibitor and/or its Representatives shall be and remain, at all times, the sole property of the Event Organiser. For avoidance of doubt, the Event Data is deemed as confidential information of the Event Organiser. The Exhibitor shall have no rights in any Event Data, and shall not directly or indirectly access, adapt, assign, convey, copy, disclose, dispose, distribute, disseminate, extract, exploit, modify, reproduce, transfer, and/or use any Event Data without the written approval of the Event Organiser.
- 12.2. The Exhibitor shall comply, and shall procure its Representatives involved in connection with the Event and/or the Contract to comply, with:
- (a) the privacy policies of the Constellar Group (as published on their corporate websites), which (i) may be amended from time to time) and (ii) are deemed incorporated by reference into the Contract; and
 - (b) all legal requirements and standards in relation to data protection and privacy under Applicable Laws, (collectively "**Data Protection Requirements**").
- 12.3. The Exhibitor shall, and shall ensure its Representatives:
- (a) seek the express written consent of any individual person for the collection, disclosure, storage, processing, transfer and use his/her personal data by the Constellar Group for the purposes of (i) provision of the requested products and/or services to such person; and (ii) the Event; and
 - (b) take, all appropriate physical, technical and organisational security measures to ensure that any personal data or Event Data it receives is protected against loss, destruction, damage, unauthorised or accidental access, processing, erasure, transfer, use, modification, disclosure or other misuse.
- 12.4. If the Exhibitor and/or its Representatives becomes aware of any misuse of any Event Data, or any security breach in connection with the Contract that could compromise the security or integrity of any Event Data or otherwise adversely affect the Event Organiser and/or its Representatives, the Exhibitor shall, and shall procure its Representatives to, at its own expense, promptly notify the Event Organiser and fully cooperate with the Event Organiser to remedy the issue as soon as reasonably practicable.
- 12.5. The Exhibitor shall:
- (a) only make copies of Event Data to the extent reasonably necessary for the purpose approved by the Event Organiser;
 - (b) not use Event Data for any purpose contrary to any Data Protection Requirements and/or any other Applicable Laws;
 - (c) not extract, reuse, use, exploit, redistribute, disseminate, copy or store personal data or Event Data for any purpose not expressly permitted by the Contract;
 - (d) where Event Data is anonymised, not be subject to any direct or indirect re-identification or de-anonymisation activity; and
 - (e) not do anything which may prejudice or damage the reputation of the Event Organiser and its Representatives and/or the Event Data.
- 12.6. The Exhibitor shall adhere to any information security and such other cybersecurity policy that the Event Organiser may notify to protect the Event Data.
- 12.7. The Exhibitor acknowledges that the Event Organiser has the right to take photographs, record audio and/or video, reproduce and/or distribute the same in any form/format ("**Photography and Recording Materials**") to (a) fulfil its obligations in relation to the Event, (b) generate publicity for the Event and future editions thereof, whether held locally or overseas, (c) for the business portfolio of the Constellar Group; and/or (d) general marketing in relation to the businesses of the Constellar Group. For the avoidance of doubt, these Photography and Recording Materials shall form part of the Event Data.

13. CONFIDENTIALITY

- 13.1. The Party (or its Representatives) receiving confidential information ("**Receiving Party**") from the other Party ("**Disclosing Party**") undertakes to:
- (a) keep such confidential information strictly confidential and taking all reasonable steps to maintain and preserve the confidential nature and secrecy of such confidential information;
 - (b) protect such confidential information from unauthorised or inadvertent disclosure or use and in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care;
 - (c) use such confidential information strictly for the purposes of the Contract;
 - (d) disclose such confidential information only to its Representatives and other third parties authorised by both Parties on a need-to-know basis for the purpose of the Contract (collectively "**Authorised Recipients**"), PROVIDED ALWAYS THAT such Authorised Recipients observe this Clause 13 as if it was a party to the Contract; and
 - (e) inform the Disclosing Party immediately upon becoming aware or suspecting that an unauthorised person or third party has gained possession of, access to or has otherwise become aware of such confidential information.
- 13.2. For avoidance of doubt, a breach by Receiving Party's Representatives of their obligations to observe this Clause 13 shall be deemed as a breach by the Receiving Party.
- 13.3. Upon the request of the Event Organiser, the Exhibitor shall procure each of its Authorised Recipients to execute a separate non-disclosure or confidentiality agreement with the Event Organiser, its related corporations and/or Affiliates (as so directed by the Event Organiser).
- 13.4. Upon expiry and/or termination of the Contract or upon the Disclosing Party's written request (as the case may be), the Receiving Party shall promptly use commercially reasonable efforts to return, destroy or permanently delete the Disclosing Party's confidential information in the Receiving Party's possession or under the Receiving Party's control, whether originals, copies, excerpts thereof in any form or media, including those contained in any record or file within any computer or electronic system, database, application or platform which has been created by or pursuant to any automatic electronic archiving system or backup procedure. Notwithstanding the foregoing, the Receiving Party may retain such confidential information solely to comply with any Applicable Laws, PROVIDED ALWAYS that:
- (a) such confidential information will be secured and not be used or accessed for any other purpose;
 - (b) the confidentiality obligations hereinunder shall continue to apply to such confidential information for as long as the confidential information is retained by the Receiving Party; and
 - (c) this Clause 13.4 shall survive and continue notwithstanding the termination and/or expiration (as the case may be) of the Contract.
- 13.5. In the event that any disclosure of the Disclosing Party's confidential information (including any Disclosure) is required to be made to comply with Applicable Laws (collectively "**Required Disclosure**"):
- (a) the Receiving Party shall, as soon as reasonably and legally possible and to the extent where it is reasonably and legally possible:
 - (i) inform the Disclosing Party of such Required Disclosures (including details pertaining the Required Disclosure); and
 - (ii) provide a copy of the proposed Required Disclosure to the Disclosing Party before the Required Disclosure is made such that the Disclosing Party may have sufficient time to, and may, at its own options and costs:
 - (A) make a contemporaneous announcement or public statement of its own; and/or
 - (B) take such steps and actions, which the Disclosing Party may deem necessary, to defend against or prevent such Required Disclosure, and in such instances, the Receiving Party shall offer the Disclosing Party reasonable assistance and cooperation for the Disclosing Party to pursue such steps and actions; and
 - (b) in the event that:
 - (i) the Disclosing Party chooses not to take such steps and actions to defend against or prevent the Required Disclosure; or
 - (ii) the Disclosing Party fails to successfully defend against or prevent such Required Disclosure before the deadlines stipulated under the Required Disclosure, such Required Disclosure shall only be made to the extent required for compliance purposes.

14. COMPLIANCE

- 14.1. The Exhibitor shall comply with or procure compliance with all Applicable Laws, including without limitations obtaining all necessary Permits for participating in the Event. At the Event Organiser's request, the Exhibitor shall provide the Event Organisers with copies of the Permits obtained.
- 14.2. The Exhibitor shall comply with the Venue Provider's terms and conditions for access and/or use of the Venue. The Exhibitor shall also comply with all instructions, requirements, notices, guidelines, orders, rules, recommendations, regulations and/or requests of the Event Organiser and/or Venue provider.

15. FORCE MAJEURE

- 15.1. Should the performance of any obligation(s) under the Contract be suspended or prevented for reasons of a Force Majeure Event, the affected Party shall, as soon as practicable after the occurrence of the Force Majeure Event, give notice in writing to the other Party specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue. Save for payment obligations under the Contract, the affected Party shall not be held liable for non-performance of or delay in performing its obligations in respect of any period during which the performance is suspended or prevented. The other Party shall not make any claim or demand against the affected Party for any matter or thing whatsoever arising out of such period the affected Party is suspended or prevented from performing its obligations under the Contract. Any loss, damage, delay or failure of performance of either Party under such conditions shall not constitute a default under the Contract.
- 15.2. Without prejudice to the generality of Clause 15.1, 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 the Contract is prevented by a Force Majeure Event for more than 3 consecutive days, the Event Organiser shall be entitled to immediately (a) terminate the Contract and/or cancel the Event; or (b) postpone or suspend the Event at the Event Organiser's sole discretion by giving written notice to the Exhibitor.
- 15.3. Upon the termination of the Contract and/or cancellation of the Event pursuant to Clause 15.2, the Event Organiser shall refund the Participation Fees which has been paid by the Exhibitor (interest-free) PROVIDED ALWAYS THAT the Event Organiser shall be entitled to appropriate and/or retain Accrued Expenses.

16. NO REPRESENTATIONS OR WARRANTIES

- 16.1. The Event Organiser makes no representation or warranty, expressly or impliedly, the amount of business to be gained from the Event, the Event's success or any other matters in connection with the Event, Event Materials, Venue and/or Booked Space.

17. NO NOVATION OR ASSIGNMENT

- 17.1. The Exhibitor shall not novate or assign any of its rights or obligations hereunder without the prior written consent of the Event Organiser. The Exhibitor shall not share, exchange, sub-let, sub-licence, grant any right of use or otherwise make available the Booked Space to any other person, without the prior written consent of the Event Organiser. Further, the Exhibitor shall not co-exhibit with any other person, without the prior written consent of the Event Organiser.
- 17.2. The Event Organiser may assign any of its rights or obligations hereunder by giving written notice to the Exhibitor. Except as otherwise expressly provided herein, all covenants and agreements contained in the Contract by or on behalf of any of the Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto whether so expressed or not.

18. CO-EXHIBITORS

- 18.1. The Exhibitor shall complete and submit a prescribed application form, which the Exhibitor shall obtain from the Event Organiser, to obtain the prior written consent of the Event Organiser for any co-exhibitor. The Event Organiser shall be entitled to (at its sole discretion) impose any such conditions for an application for any co-exhibitor; and/or refuse/reject any such application without provision of reason.
- 18.2. If the Event Organiser accepts the application for any co-exhibitor:
- (a) the abovementioned prescribed application form shall be a Contract Document and form part of the Contract;
 - (b) the accepted co-exhibitor will be deemed a party to the Contract and shall be bound by the obligations to be observed by the Exhibitor under the Contract; and
 - (c) the co-exhibitor and the Exhibitor shall be jointly and severally liable for their obligations under the Contract.

19. SEVERABILITY

19.1. If any provision in the Contract is held invalid, illegal or unenforceable by a court of law or a tribunal such provision shall be modified to the minimum extent necessary to give effect to the commercial intention of the Parties; but the other provisions of the Contract shall remain unchanged, valid, and enforceable.

20. WAIVER

20.1. No failure on the part of any Party hereto to exercise, and no delay in exercising any right under the Contract will operate as a waiver thereof, nor will any single or partial exercise of any right under the Contract preclude any other or further exercise thereof or of the exercise of any other right. Any waiver or consent given by any Party under the Contract shall be in writing and may be given subject to such conditions as such Party may impose. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

21. ENTIRE AGREEMENT

21.1. The Contract contains the entire agreement of the Parties with respect to the subject-matter herein; and supersedes all prior agreements, arrangements, understanding, promises, covenants, representations and communications between the Parties, whether written or oral, with respect to the subject matters contained herein. The Contract may not be amended or varied except by an amendment or variation in writing and executed by the Parties.

22. NOTICES

22.1. All notices, demands, requests and other communications made (collectively "Notices") shall be in writing and in the English language; and shall be sent or delivered to the respective addresses set forth in the Application Form. Notices will be deemed received:

- (a) in the case of hand delivery, at the time of delivery;
- (b) in the case of prepaid post, 3 Business Days after such posting;
- (c) in the case of registered mail or courier, upon written acknowledgement of receipt; and
- (d) in the case of email or facsimile, a successful transmission indicated in the sender's system records shall be sufficient evidence.

23. TAXES

23.1. Except as otherwise provided, the Exhibitor shall be responsible for all applicable taxes (e.g., GST and/or withholding tax). The Parties agree to fully cooperate with each other to help enable each Party to accurately determine and reduce its own tax liability and to minimise any potential liability to the extent legally permissible and will provide to the other any tax exemptions, permits, other information, or certifications reasonably requested.

23.2. 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.

24. EXCLUSION OF THIRD PARTY RIGHTS

24.1. Save for the Parties and the Constellar Group, no other person shall have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B, Singapore Statutes) to enforce or enjoy any term of the Contract.

25. GOVERNING LAW AND JURISDICTION

25.1. The Contract shall be governed by and construed in accordance with the laws of Singapore.

25.2. Dispute Resolution.

- (a) If the Exhibitor is a company incorporated or residing in Singapore, any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be submitted to the exclusive jurisdiction of the Courts of Singapore.
- (b) If the Exhibitor is a company incorporated or residing in a jurisdiction outside of Singapore, any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause 25.2(b). The seat of the arbitration shall be Singapore. The tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

ADDITIONAL TERMS

1. Unless the content requires otherwise, the capitalised terms not defined in these Additional Terms shall have the same meaning as those ascribed to it in the other Contract Documents and vice versa.
2. These Additional Terms shall amend and supplement the Exhibitor Terms and Conditions. In the event of inconsistency or conflict between the Exhibitor Terms and Conditions and these Additional Terms, these Additional Terms shall prevail and take precedence.
3. Without prejudice to Clause 5.2 of the Exhibitor Terms and Conditions, if the Event is unable to take place solely due to COVID-19 (Temporary Measures) Act 2020 (No. 14 of 2020, Singapore Statutes) and government directives/rules in Singapore arising due to COVID-19 (collectively "**COVID-19 Laws**");
 - (a) the Event Organiser shall notify the Exhibitor in writing that the Event (i) will not be proceeding on the original Event Date due to COVID-19 Laws, and (ii) will be postponed to such date determined by the Exhibitor ("**COVID-19 Notice**"); and
 - (b) upon receiving the COVID-19 Notice, the Exhibitor shall be entitled to elect any of the following:
 - (i) terminate the Contract; and in this case, the Event Organiser shall refund the Participation Fees (if any paid) less Accrued Expenses; **OR**
 - (ii) participate in the postponed or the next edition of Event (if any, which must commence within 12 months from the original Event) ("**Rev-Event**"); and in this case:
 - (A) the Contract shall be deemed amended to apply *mutatis mutandis* to the Rev-Event;
 - (B) the Event Organiser shall retain the Participation Fees (or part thereof) already paid ("**Retained Amount**");
 - (C) the Event Organiser shall apply the Retained Amount towards payment for the Rev-Event, and collect all and any other remainder unpaid fees for the Rev-Event; and
 - (D) in the event the Event Organiser fails to or chooses not to commence the Rev-Event within 12 month, the Event Organiser shall refund the Retained Amount less Accrued Expenses to the Exhibitor.
4. For an Event with hybrid components:
 - (a) if the Exhibitor subscribed for the Physical Event which cannot be held due to COVID-19 Laws:
 - (i) the Event Organiser shall notify the Exhibitor that the Physical Event (i) will not be proceeding on the original Physical Event Date due to COVID-19 Laws, and (ii) will be postponed to such date determined by the Exhibitor ("**PE Notice**");
 - (ii) upon receiving the PE Notice, the Exhibitor shall be entitled to elect any of the following:
 - (A) participate in the postponed Physical Event or the Physical Event of the next edition of Event (if any, which must commence within 12 month from the original Event) ("**RevPE-Event**"); and in this case:
 - (B) the Contract shall be deemed amended to apply *mutatis mutandis* to the RevPE-Event;
 - (C) the Event Organiser shall retain the PE Fees (or part thereof) already paid ("**PE Retained Amount**");
 - (D) the Event Organiser shall apply the PE Retained Amount towards payment for the RevPE-Event; and collect all and any other remainder unpaid fees for the RevPE-Event; and
 - (E) in the event the Event Organiser fails to or chooses not to commence the RevPE-Event 12 month, the Event Organiser shall refund the PE Retained Amount less Accrued Expenses to the Exhibitor;
 - and/or
 - (b) if the Exhibitor subscribed for the Digital Event which cannot be held due to COVID-19 Laws:
 - (iii) the Event Organiser shall notify the Exhibitor that the Digital Event (i) will not be proceeding on the original Digital Event Date due to COVID-19 Laws, and (ii) will be postponed to such date determined by the Exhibitor ("**DE Notice**");
 - (iv) upon receiving the DE Notice, the Exhibitor shall be entitled to elect any of the following:
 - (A) participate in the postponed Digital Event or the Digital Event of the next edition of Event (if any, which must commence within 12 month from the original Event) ("**RevDE-Event**"); and in this case:
 - (B) the Contract shall be deemed amended to apply *mutatis mutandis* to the RevDE-Event;
 - (C) the Event Organiser shall retain the DE Fees (or part thereof) already paid ("**DE Retained Amount**");
 - (D) the Event Organiser shall apply the DE Retained Amount towards payment for the RevDE-Event, and collect all and any other remainder unpaid fees for the RevDE-Event; and
 - (E) in the event the Event Organiser fails to or chooses not to commence the RevDE-Event within 12 month, the Event Organiser shall refund the DE Retained Amount less Accrued Expenses to the Exhibitor.

SPONSORSHIP & ENTITLEMENTS TERMS

1. Unless the context requires otherwise, the capitalised terms not defined in these Sponsorship/Entitlements Terms shall have the same meaning as those ascribed to it in the other Contract Documents and vice versa.
2. **Event Organiser's Entitlements**
 - (a) The Exhibitor shall bear all costs and expenses in providing the Event Organiser's Entitlements. The Exhibitor shall not substitute any of the Event Organiser's Entitlements without the Event Organiser's prior written consent.
 - (b) In the case the Event Organiser's Entitlements comprise services to be performed and/or goods to be delivered by the Exhibitor, the Exhibitor shall:
 - (i) ensure that the Event Organiser's Entitlements will conform in all respects with such standards and requirements as specified by the Event Organiser;
 - (ii) provide the Event Organiser's Entitlements in a professional manner and with a reasonable level of care, skill and diligence;
 - (iii) not allow its interests to conflict with the Event Organiser's interests, when providing the Event Organiser's Entitlements; and
 - (iv) ensure that all goods, materials, standards and techniques used by the Exhibitor for the purposes of providing the Event Organiser's Entitlements are approved by the Event Organiser beforehand, and free from defects.
 - (c) The Exhibitor shall promptly give to the Event Organiser and its Representatives all such information and updates as they may require in connection with matters relating to the provision of the Event Organiser's Entitlements.
 - (d) The Exhibitor shall not subcontract or otherwise outsource the provision of the Event Organiser's Entitlements to a third party, without the prior written approval of the Event Organiser.
3. **Exhibitor's Entitlements**
 - (a) Exhibitor's Entitlements are provided on a "as-is-where-is" basis. The Event Organiser makes no representation or warranty, expressly or impliedly, in connection with the Exhibitor's Entitlements.
 - (b) The Event Organiser shall be entitled (but not obliged) to substitute any of the Exhibitor's Entitlements at its discretion; and the Event Organiser shall notify the Exhibitor of such substitution. The Exhibitor's Entitlements are not exchangeable for cash/money or any other items.
 - (c) The Exhibitor acknowledges that the Event Organiser may subcontract the provision of all or part of the Exhibitor's Entitlements to third parties without notification or approval from the Exhibitor.
4. For avoidance of doubt, the Event Organiser shall also be entitled to withdraw or withhold any Exhibitor's Entitlements in the event the Exhibitor breaches its obligations under the Contract. If the Exhibitor fails to or is unable to provide any of the Event Organiser's Entitlements to the full and complete satisfaction of the Event Organiser, without prejudice to the rights and remedies of the Event Organiser hereunder, the Event Organiser shall have the right to be paid the aggregate amount equivalent to any discount and/or monetary value of any products and/or services (e.g., tickets, passes and membership fees) offered to the Exhibitor under the Exhibitor's Entitlements immediately.
5. Unless otherwise agreed between the Parties in writing, in the event the Contract is terminated or the Event is terminated/cancelled/postponed, (a) the Event Organiser shall not be required to return the Event Organiser's Entitlements (issued), (b) the Event Organiser shall be entitled to withdraw or withhold any Exhibitor's Entitlements (not issued), and/or (c) the Exhibitor shall return the Exhibitor's Entitlements (issued and unused).

ADVERTISING TERMS

1. Unless the context requires otherwise, the capitalised terms not defined in these Advertising Terms shall have the same meaning as those ascribed to it in the other Contract Documents and vice versa.
2. Any advertisement-placement and/or advertisement-design to be provided by the Event Organiser (as the case may be, as set out in the Application Form) is contingent upon the Exhibitor providing (a) all necessary assistance, and (b) prompt response and/or feedback. The Exhibitor shall comply with all timelines agreed between Parties or if none, stipulated by Event Organiser. The Exhibitor shall be responsible for any delays, which it may cause as a result for failing to comply with this provision. For avoidance of doubt, in absence of agreed/stipulated timelines, the Exhibitor shall provide its approval, responses and/or feedback within 2 Business Days.
3. In the event the Exhibitor fails to respond within timelines agreed/stipulated, the Event Organiser may elect to:
 - (a) take all such steps based on its recommendations to the Exhibitor, which the Exhibitor shall be deemed to have approved; or
 - (b) cancel/suspend/terminate the advertisement-placement and/or advertisement-design. In such a case, the Exhibitor shall not seek any damages/loss from the Event Organiser; and the Exhibitor shall be responsible for all Accrued Expenses.
4. Unless the Event Organiser agrees to provide advertisement-design under the Application Form, all advertisements shall be prepared by the Exhibitor but be subject to the Event Organiser's approval prior to publication. Advertisements prepared by the Exhibitor must comply with the Singapore Code of Advertising Practice.
5. The Event Organiser is not an advertising or public relations agency; and any advertisement-design is provided ancillary to advertisement-placement on a "as-is-where-is" basis. In the event the Event Organiser agrees to provide advertisement-design:
 - (a) the Parties shall discuss and agree in good-faith on the scope of work and timelines;
 - (b) the Event Organiser shall not be required to prepare more than 3 drafts/versions of advertisement-design for approval;
 - (c) the Exhibitor shall not unreasonably withhold its approval for matters which the Event Organiser may seek in connection with the advertisement-design; and
 - (d) the Event Organiser shall not be required to deviate from the Singapore Code of Advertising Practice.