

# **GENERAL TERMS & CONDITIONS**

## **Definition**

1. In these conditions, save as the context otherwise requires
  - a. “Applicant” –means a sole proprietorship, partnership or limited company applying to exhibit at the exhibition.
  - b. “Booth(s)” –means the licensed space...
  - c. “General Terms and Conditions” –means these General Terms and Conditions of application and exhibition rules and regulations as amended from time to time by the organizers.
  - d. “Exhibitor/Exhibitors” – - means a sole proprietorship, partnership or limited company applying to exhibit at the exhibition whose application to exhibit at the exhibition has been accepted by the Organizer in the form of a written confirmation (referred to as “Booth confirmation”) and has paid full participation fee.
  - e. “Exhibition” –means the Exhibition to be organized by the organizers as specified in the application form.
  - f. “Exhibition Venue” –means whichever venue is indicated in the application form.
  - g. “Organizer” – means Healthy and Wealthy Expo – which as promoters and organizers are responsible for the regulation and control of all aspects of the exhibition.
  - h. “Publicity Material” – means the promotional gifts, catalogues, pamphlets and any advertising and publicity material **whatsoever** which an exhibitor wishes to display, distribute or use at the exhibition.
  - i. “Shell Booth(s)” – means the licensed space including all of the fixtures, fittings and furnishings.
  - j. “Visitor(s)” –means those individuals who have registered as visitors for the fair as well as all journalists.

## **ELIGIBILITY FOR AND CONDITION OF PARTICIPATION**

2. The Organizer has absolute discretion in the admission of Applicants. Until an Applicant’s application has been accepted in writing by the Organizer, no rights to exhibit are granted notwithstanding payment or acceptance of the full payment submitted with the application. The Organizer reserves the right to decline any application without further explanation. The Organizer shall not be required to confirm receipt of the completed Exhibition application form. Nor shall confirmation of receipt of the completed Exhibition application form by the Organizer be considered as acceptance of the Applicant as an Exhibitor.

3. Violations of any of the General Terms and Conditions herein contained by an Exhibitor shall entitle the Organizer to exclude an Exhibitor from attending an Exhibition and to seek remedies for such damages caused by such violations.
4. Exhibition space is licensed strictly to the Exhibitors for trade promotion purpose allocated in a manner satisfactory to the Organizer both during assembly and installation of the Booth as well as at the Exhibition. The Organizer reserves the right to remove any items that the Exhibitors has placed in all or part of the space allocated to the Exhibitors at the Exhibitor's expense without notice should they not be satisfied with the way space is used and dispose of all items cleared from the Exhibition space with no claim from the Exhibitors in respect of the items disposed of. No Exhibitor shall have any claim for any refund in respect of the space licensed, as provided in these General Terms and Conditions or any other monies paid.

## **PAYMENT**

5. The appropriate application fee/deposit which shall be non-refundable (save as provided in these General Terms and Conditions) must accompany each application. In the event that an Exhibitor fails to settle outstanding amount balances by the specified deadline set by the Organizer, the Organizer is entitled to withdraw the Booth confirmation, if any, by notice in writing to the Applicant and to exclude the Applicant from participating in the particular Exhibition. All deposit(s) already paid by the Applicant will be forfeited.
6. The Organizer reserves the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee against actual or potential damage. The Organizer will notify the Applicant of any additional deposit(s) that may be required and the dates upon which such additional deposit(s) must be paid. Any failure on the part of the Applicant to make payment of any additional deposit(s) requested by the due dates will entitle the Organizer to withdraw the Booth confirmation by notice in writing to the Applicant and to exclude the Applicant from participating in the particular Exhibition. In such circumstances, all deposit(s) already paid by the Applicant will be forfeited. Such additional deposit(s) will be returned to the Applicant without interest within 60 days after the end of the Exhibition subject to the right of the Organizer to deduct the amount of any damage (if any) from the additional deposit(s).
7. In the event that an application is not accepted by the Organizer, the application fee/deposit paid shall be refunded without interest to the Applicant within 30 days from the date of notice of rejection of the application.
8. If an Applicant withdraws his or her application for whatever reason before receipt by him or she of a rejection of his or her application or after his or her application has been approved, he or she forfeits the application fee/deposit paid however any deposit(s) referred to in Clause 6 herein will be refunded.

## **SPACE ALLOCATION**

9. The organizer has absolute discretion in allotting space for Applicant's Booth(s) or Shell Booth(s) and the location of such Booth(s) or Shell Booth(s). All decisions to such effect shall be final and no request for change will be entertained. No Exhibitor shall have the right to compensation for damages suffered by reason of change in Booth allocation or of alterations to a Booth after Booth confirmation has been issued; provided that an Exhibitor may withdraw its participation should

the Organizer offer a Booth area less than fifty (50) percent of the sq.meters/sq. footage set forth in the Booth confirmation, in such circumstances the deposit(s) paid will be refunded.

10. The Exhibitors' license to exhibit at the Exhibition and to use, the space or the Shell Booth(s) licensed to the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, subcontracted or shared with any third party regardless of the relationship between the third party and the Exhibitor without the written approval of the Organizer who shall be entitled to give or withhold such approval at its sole discretion.

## **BOOTH CONSTRUCTION AND SHELL BOOTHS**

11. The Organizer's requirements and approval procedures in relation to the Booth construction and provision of Shell Booths are detailed in the Exhibitors Manual which will be provided to the Exhibitors and will form part of these General Terms and Conditions.

## **USE OF SITE AND SAFETY**

12. Precautionary measures such as fences and guards or other means of protection must be taken by the Exhibitors to protect the public from any moving or working exhibit. Such moving or working exhibit shall only be demonstrated or operated by persons authorized by the Exhibitors and shall not be left running in the absence of such persons. Display of such working or moving exhibit must have the Organizer's prior written approval.
13. The use of laser products at the Exhibition requires prior approval in writing by the Organizer. Application for approval of such must be submitted to the Organizer no later than two weeks before the opening of the Exhibition.
14. All audiovisual equipment must be sited and be of a noise level so as not to cause any inconvenience to other Exhibitors or Visitors. The Organizer reserves the right to appoint one or more exclusive audiovisual equipment supplier/s whereupon the Exhibitors shall be obliged to hire the equipment from such exclusive supplier/s.
15. No Exhibitor or Visitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition venue unless prior written approval is obtained from the Organizers.
16. No advertising or demonstration at the Exhibition, including the staging of any event / shows, will be allowed at the Exhibition venue unless the Organizer's advance approval in writing is obtained.
17. The Exhibitors are required to obtain all required permissions and authorizations from the local Government for any musical performance, including the use of music recorded and the Exhibitors will submit copies of the permission letters to the Organizer two days prior to the opening of the Exhibition.
18. Publicity materials may only be distributed from the Exhibitor's own Booth or Shell Booth. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibit or advertising signs shall be placed outside the confines of the

Exhibitor's Booth or Shell Booths. As such, no price tags indicating various prices of exhibit are allowed on display.

19. Gas-filled balloons will not be permitted at the Exhibition Venue under any circumstances.
20. Booths and Shell Booths must be manned by authorized and competent representatives of the Exhibitor at all times during the Exhibition. Such representatives must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitors shall procure that the representatives shall comply with these General Terms and Conditions and with any and all directions which the Organizer or its agents may give before or during the Exhibition.
21. During the Exhibition the Shell Booth shall be furnished with the exhibit which has been included in the application form submitted by the Exhibitor and approved by the Organizer and are within the product group specified in the application form; exhibit may not be removed from the Shell Booth or exchanged for other types of exhibit. During the hours of operation, articles accepted for display may not be concealed. The organizer reserves the right to remove any exhibit of publicity materials at the Exhibitor's expense which they consider in their absolute discretion to be hazardous, illegal, immoral, and objectionable to the organizer, do not conform to the standard and set-up of the Exhibition or do not fall within the exhibit description of the Exhibition.
22. The Exhibitor warrants that the exhibit and packages thereof and the publicity material do not in any way whatsoever violate or infringe any third party's rights including trademarks, copyrights, designs, names and patents whether registered or otherwise, and agree to fully indemnify and keep fully indemnified the organizer and its agents and contractors against all costs, expenses (including legal costs) and damages arising from any third party's claim of infringement by the Exhibitor and/or the organizer of such third party rights.
23. Booth assembling, Shell Booth installation and decoration must be carried out within the time limits specified by the organizer and must in any case be completed by 8:00am on the day of Exhibition opening. The organizer reserves the right to assemble, install or decorate any space which is not completed by that time at the Exhibitor's expense.
24. Repairs or alterations to the Booth or displays may only be carried out after the Exhibition is closed to the public and with prior agreement of the organizer.
25. No Booth or exhibit shall be dismantled or removed before the official closing time of the Exhibition on the last day of the Exhibition unless special permission has been given by the organizer.
26. Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the organizer for approval and registration before they may be admitted to the Exhibition. As the personnel are approved by the organizer ('authorized personnel') they will be issued badges for identification and admission purposes. The Exhibitor shall procure that authorized personnel:-
  - a. display their badges conspicuously whilst in the Exhibition Venue; and
  - b. Do not pass their badges to other persons.

## **VISITOR AUTHORIZATION**

27. Trade buyers and other trade visitors shall be authorized to visit the Exhibition. In addition, the organizer may declare the Exhibition to be completely or partially open to the general public.
28. The organizer shall be entitled to carry out reasonable security checks at the entrance and to refuse entry where appropriate.
29. Visitors are required to wear the badges/stickers issued to them by the organizer indicating that they are Visitors. Visitors may also be required to provide a business card and complete a registration form upon arrival.

## **CONDUCT IN THE EXHIBITION VENUE**

30. Exhibitors and Visitors are prohibited from bringing into the Exhibition Venue any hazardous or dangerous materials or objects which, in the sole discretion of the organizer, poses a danger to the Exhibitors, Visitors and/or the operation of the Exhibition. Any and all dangerous or hazardous objects will be confiscated by the organizer.
31. Exhibitors and Visitors shall not do, or permit anything to be done or omitted within the Exhibition Venue, which shall cause a disturbance, nuisance, annoyance, inconvenience, damage or danger to any person or property, or which in the reasonable opinion of the organizer, which shall be final and conclusive, does not conform with a general standard of acceptable conduct of the Exhibition or is considered to be a breach of these General Terms and Conditions or applicable laws and regulations.
32. It is explicitly prohibited for Visitors to record images in any form while attending the Exhibition without the prior consent of the organizer. Such prohibition includes and is not limited to, the taking of photographs, video recording of any type and drawing or sketching of images.
33. Any breach of these General Terms and Conditions by a Visitor will entitle the organizer to require a Visitor to leave the Exhibition.

## **SALE ACTIVITIES**

34. The Exhibitors may accept orders and commissions from trade buyers who shall furnish proof of their identity and may conclude purchase and service contracts to be put into effect outside of the Exhibition. The same applies to purchase of exhibit for delivery after the Exhibition has concluded.
35. Counter sales, i.e., the sale and handing over of goods (as well as the sale of food and refreshments) are prohibited at the Exhibition.

## **ADVERTISING AND PUBLICITY**

36. The organizer shall arrange and be responsible for all publicity arrangements for the Exhibition and no Exhibitor, or its agent, shall give or cause any interview to be given, public announcement, press statement, or any other publicity whatsoever intended to publicize the

Exhibition as a whole. An Exhibitor is entitled to publicize their participation in the Exhibition as long as the publicity does not relate to the organization of the Exhibition as a whole.

37. Exhibitors and Visitors shall not disclose, appropriate or use and shall prevent its representatives from disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the organizer of the organization or Exhibitor at the Exhibition acquired by way of the Exhibitor's participation at the Exhibition.
38. The inside area of the Shell Booth may be used by an Exhibitor for advertising or publicity purposes, but only in respect of the exhibit there displayed.
39. The organizer may issue directions or rules relating to the design of the areas outside of the Booths taking into account the overall theme of the event. An Exhibitor shall comply with such rules or directions.
40. No Exhibitor shall carry out publicity measures outside the boundary of their Shell Booth, on or in front of the Exhibition.
41. The following publicity measures are not permitted even within the Shell Booths:
  - Those constituting a breach of legal and administrative regulations or restrictions, particularly those of the fire department.
  - Those containing ideological or political subject matter.
  - Those disturbing to other Exhibitors, e.g., acoustic or optical irritations (flashing lights, moving screens, loudspeaker announcements, etc.).
  - Those accumulating dust or litter.
  - Those interfering with the flow of visitors, especially causing congestion of the aisles.
  - Those comprising a decoration of the booths with flats, pennants, transparencies, etc.
  - Those including live animals as viewing objects.
  - Those constituting third party publicity, as well as any measures indicating names of suppliers, customers and other companies.
  - Those promotion events or exhibitions organized by persons other than the organizer or one of its affiliates.
42. The use of the logos and the name "Healthy and Wealthy Expo" or of the events shall require the written approval of the organizer.

## **MOVE-IN AND MOVE-OUT OF BOOTH MATERIALS AND EXHIBIT**

43. Exhibitors shall move-in to the Exhibition Venue according to the arrangements and within the time limits specified by the organizer.

44. The arrangement and payment for transporting goods to and from the Exhibition Venue, receiving, decorating and removing its exhibit are entirely the responsibility of the Exhibitors.
45. No trolleys/dollies shall be allowed in any carpeted areas of the Exhibition Venue.
46. All exhibit, Booth materials and the like shall be removed immediately after the closing of the Exhibition according to arrangements and within the time limits specified by the organizer. Any exhibit or Booth materials left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed of by the organizer at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the organizer and no claim can be made against the organizer in this regard.
47. The organizer reserves the right to appoint one or more exclusive contractor(s) to handle the movement of all goods and exhibit in and out of the Exhibition Venue, whereupon the Exhibitors shall be obliged to hire the services of such exclusive contractor(s) at the sole cost of the Exhibitors.

## **EXCLUSION OF LIABILITY**

48. The organizer, its agents, representatives, contractors or employees shall not be liable in any way whatsoever with respect to loss, injury or other damages, other than death or personal injury caused by the negligence of the organizer or their employees, suffered by or inflicted upon an Exhibitor, its representative, employees, contractors, its agents, products or other property of an Exhibitor or such parties or any Exhibitor or Visitor.
49. The organizer shall not be responsible or liable in any manner whatsoever for the consequences of any introduction of commercial transaction made during or as a result of the Exhibition.
50. The organizer shall not be liable to any Visitor for any loss of or damage to any of his or her property occurring (from whatever cause) in or about the Exhibition Venue nor for the death of or any injury sustained by any of the Visitors whilst on or leaving the Exhibition's Venue (other than for death or injury resulting from the Organizer's negligence to the extent this cannot be excluded or restricted at law (and then only to such extent).
51. The Exhibitors undertake to indemnify and at all times hereafter to keep indemnified the organizer, its employees and agents on demand from and against all liability, action, proceedings, claims, damages, costs and expenses (including legal expenses) whatsoever which it may suffer or incur by reason of or in relation to the agreement hereunder or by any breach by the Exhibitor of those conditions or in relation to any claim made by a third party against the organizer.
52. An Exhibitor shall be responsible for effecting adequate insurance which shall include (but not be limited to) his or her displays, exhibit and Booths against all loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the organizer upon request.
53. An Exhibitor shall take out insurance policies to cover him or her against all potential liabilities imposed on it in these General Terms and Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the organizer upon request. An Exhibitor is fully liable for any loss or damage caused by an act of omission of the Exhibitor or his or her representative, employees or agents to any property of the Exhibition Venue, other

Exhibitor's or the organizer and shall produce such policy of insurance to the organizer upon request.

54. A Visitor agrees that the organizer shall not be held responsible to him or her for any products displayed or sold by an Exhibitor at the Exhibition.
55. A Visitor agrees to indemnify and hold the organizer harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the organizer arising out of any infringement including but not limited to any claim relating to or arising out of the unauthorized taking of any images including the taking of photographs, filming, sound or video recording, telecasting, broadcasting or any type of drawing or sketching of images of any intellectual property rights by that Visitor.
56. The organizer reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect to all monies due to the organizer (including claims for damages) in connection with the Exhibition.

## **WAIVER**

57. The waiver by the organizer of any of these General Terms and Conditions shall not prevent the subsequent enforcement of these General Terms and Conditions or the particular condition waived and shall not be deemed to act as a waiver in respect of any subsequent breach.

## **TERMINATION OF RIGHT TO EXHIBIT**

58. The organizer shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition in any of the following events:
  - a. if an Exhibitor or any of its representatives commits a breach of any of these General Terms and Conditions; or
  - b. if an Exhibitor, being a body corporate, enters into liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor, being a sole proprietorship or partnership, becomes, or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt;
  - c. if the Exhibitor conducts any activity which, in the opinion of the organizer, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition (including the Intellectual Property Rights); or
  - d. If the organizer in its sole and absolute discretion decides that such right shall be terminated.
59. In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under 59(a), (b) or (c), the Exhibitor shall have no claim for refund of any monies paid to the organizer.



60. The organizer shall return to the Exhibitors the application fee/deposit and any other deposit(s) paid hereunder in the event of a termination of the Exhibitor's right to exhibit under 59(d). The Exhibitor shall have no other claim against the organizer for any of his or her loss or damages in connection with any such termination.

## **CANCELLATION OF EXHIBITION**

61. The organizer reserves the right to cancel, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitors or Visitors due to circumstances outside the Organizer's control including but not limited to war, embargo, civil unrest, outbreak of disease, legal proceedings or government regulations that make it impossible or impractical, for the organizer in their absolute discretion to hold the Exhibition. An Exhibitor shall have no right to claim and shall not claim against the organizer or their agents or representatives, whether for loss or damage, or return of part or all of any money paid by the Exhibitor in respect of any cancellation, reduction, shortening or extension or any other alteration made to the Exhibition made in accordance with this provision.
62. Furthermore, the organizer shall be entitled to cancel or postpone the Exhibition, and to alter its duration and hours of operation. No claim by an Exhibitor or Visitor for compensation or refund as the case may be, shall be valid under such circumstances. Should the Exhibition be completely cancelled, all money already paid by the Exhibitor shall be refunded. In the case of postponement or alteration in the duration of the Exhibition, the conditions of the Exhibition shall be applicable to the new duration and hours of operation.
63. The organizer reserves the right to change the plan, site, character or venue of the Exhibition at any time without giving notice to the Exhibitors or Visitors. The organizer may allow the Exhibitors to reduce their space rental (in their absolute discretion) and in such circumstances of the organizer agreeing to reduce the Exhibitors space there will be a pro-rata reduction in the licensed space paid but they shall not be liable for any further compensation to the Exhibitors.

## **SUBMISSION OF CLAIMS**

64. All claims of the Exhibitors shall be made in writing to the organizer no later than fourteen (14) days following the last day of the Exhibition. A submission of a claim or any review by the organizer does not in any way indicate any responsibility on the part of the organizer in respect of such claim.

## **ADDITIONAL RULES AND REGULATIONS**

65. The organizer reserves the right to interpret, alter and amend these General Terms and Conditions and to issue additional rules and regulations at any time they consider necessary for the orderly operation of the Exhibition, all interpretations of these Conditions and any additional rules and regulations by the organizer shall be final.
66. The Exhibitors and Visitors shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these General Terms and Conditions. In the event of conflict between the provisions of such rules and regulations and these



General Terms and Conditions, these General Terms and Conditions shall prevail. A copy of the rules and regulations of the Exhibition Venue is available from the organizer on request.

## **GOVERNING LAW**

67. These General Terms and Conditions shall be governed by and construed in all respects in accordance with the Indian law and both the Exhibitors and Visitors irrevocably submit to the exclusive jurisdiction of the Delhi Region Court for the determination of disputes.

Healthy and Wealthy Expo