





Corporate Consumer Communications

## SMART Investment Expo 2006

SINGAPORE, 21-22 OCTOBER 2006, SUNTEC Singapore International Exhibition & Convention Centre

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### Payment Terms:

Please immediately **sign and fax return to +852 2944 6424**. Cross Cheque/Bank Draft made payable immediately for 50% (deposit) of total cost with additional post-dated 15th August 2006 cheque for remaining balance to be submitted with this booking form, OR remit the payable amount to HSBC Hong Kong for account of "**Corporate Consumer Communications Ltd**" under Account No. **588-882332-838** and fax us the receipt at (852) 2944-6424 for verification:

**Account name:** Corporate Consumer Communications Ltd  
**Account No:** 588-882332-838  
**Account Currency:** USD or HKD  
**Bank:** The Hongkong and Shanghai Banking Corporation Ltd (HSBC)  
**Branch Address:** Shop Units P15-16, Blk G, Telford Plaza I, Kowloon Bay, Kowloon, HK  
**Branch Code:** 126  
**SWIFT Code:** HSBC-HK-HH-HKH

(All banking charges, if any, are to be borne by the exhibitor).

Failure to pay the balance will negate your booking. Deposit is non-refundable. In addition to section 6 of conditions for hire and participation, the organizer reserves the right to cancel or postpone the exhibition, and refund any deposit paid minus 5% administration fee.

**Payment should be submitted together with original form to Corporate Consumer Communications Ltd** together with original form to Suite 1701, Car Po Commercial Building, 18-20 Lyndhurst Terrace, Central, Hong Kong.

We hereby accept the CONDITIONS FOR HIRE AND PARTICIPATION and enclose 50% of payment. We understand this is a legal binding contract:

**Authorised Signature:** \_\_\_\_\_

**Company Chop:**

**Name in print:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date (dd/mm/yy):** \_\_\_\_\_



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### **Conditions of Hire and Participation**

#### **1. Definitions**

"The Contract" means the agreement made between the Exhibitor and the Management for allotment of a stand at the Exhibition on the terms of these Conditions; "Management" as used herein shall be construed to mean the event organizer, its officers, committees, employees, or agents acting for it in the management of the Exhibition; "the Exhibition" means the SMART SINGAPORE International Property Expo 2006, scheduled for 21-22 October 2006, at SUNTEC Singapore International Convention and Exhibition Centre, at Hong Kong Convention & Exhibition Centre. "the Exhibitor" means the person, firm or company agreeing to take a stand at the Exhibition under a Contract.

#### **2. Subleasing**

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer of sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary to the proper demonstration or operation of the exhibitor's display, in which case the identification shall be limited to the manufacturer's normal, regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of the Management shall, in all instances, be final with regard to use of exhibit space.

#### **3. Occupancy Default**

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge for such space. If not occupied by the time set for completion of the installation of the displays, such space may be taken by Management and re-allocated or re-assigned for such purposes or use the Management may see fit.

#### **4. Payment**

The Exhibitor shall pay the rental charge to the Management by the installments (identified as the Deposit and Balance) and by the dates set out in the contract. If the Exhibitor fails to pay the Balance on the due date for payment, the Management may at any time thereafter either (i) by notice to the Exhibitor declare the balance remaining unpaid of the rental charge immediately payable, whereupon the Exhibitor shall pay such balance to the Management forthwith on demand; or (ii) terminate the Contract forthwith by notice to the Exhibitor served at any time after the due date for payment.

#### **5. Eligibility**

The Organizer has the sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

#### **6. Cancellation or Change of Exhibition**

In the event that the premises in which the Exhibition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of Management or its agents, the Exhibition may be cancelled or moved to another appropriate location, at the sole discretion of Management. Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. Causes for such action shall include, but not be limited to: fire, casualty, flood, epidemic, earthquake, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, or act of God. Should Management terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom.

Refunds in the event of termination shall be made to exhibitors in the amount of original exhibit fee less pro rata adjustment based on Management's costs incurred from staging the Exhibition.

#### **7. Cancellation by Exhibitor**

In the event of cancellation by an exhibitor, Management shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation. Management must receive written notification of the cancellation by registered or certified mail. In the event of either full or partial cancellation of space by an exhibitor, Management reserves the right to reassign cancelled booth space, regardless of the cancellation assessment. Subsequent reassignment of cancelled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. All payments are non-refundable and non-transferable. If cancellation notice is two months or less, prior to the show, exhibitor must make 100% payment to the management.



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### **8. Limitation of Liability**

Exhibitor agrees to make no claim for any reason whatsoever against Management and or its servants for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents, or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exhibition as scheduled; nor for any action or omission of Management. The exhibitor is solely responsible for his own exhibit material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within confines of the Exhibition venue. Management shall bear no responsibility for the safety of the Exhibitor, its personnel, employees, agents, or representatives or personal property.

### **9. Insurance**

Show Management, whilst taking every reasonable precaution, expressly declines responsibility for any loss or damage that may befall the property of any Exhibitor from any cause whatsoever. All exhibitors are required, as part of their contracts, to insure their legal liability as stated in the Exhibition Rules and Regulations, and are strongly advised to effect adequate insurance to include cover for all products and exhibits during the overall period of the Exhibition including transportation. Exhibitors may be required to produce an insurance certificate as proof of insurance.

### **10. Installing, Exhibiting, Dismantling**

Hours and dates for installing, exhibiting and dismantling shall be those specified by Management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before the specified conclusion of the dismantling period set by Management.

### **11. Relocation and Floor Plan Revisions**

Management retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

### **12. Amendment and Addition to Conditions**

Any matters not specifically covered by the preceding conditions shall be subject solely to the decision of Management. Management may at any time amend or add further rules to these rules, and all amendments made shall be binding on Exhibitor equally with the foregoing Rules and Regulations.

### **13. Waiver of Rights**

Any rights of Management under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of Management.

### **14. Damage to Property**

The Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or other exhibitor's property. The Exhibitor may not apply paint, lacquer, adhesive, or other coating to building columns, floors or walls, or to standard booth equipment.

### **15. Floor Loading**

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibition hall. Exhibitor accepts full and sole responsibility for injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

### **16. Alcoholic Beverages**

The dispensing, distribution, or use of alcoholic beverages in the exhibition area is prohibited without the express prior approval of Management.

### **17. Flammable Materials**

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by venue fire regulations may be used in any booth.

### **18. Lotteries; Contests**

The operation of the games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only on written approval from Management.

### **19. Noise and Odors**

No noisy or obstructive work will be permitted during open hours of the Exhibition. Noisily operating displays and exhibits producing objectionable odors will not be allowed. Management shall have the sole discretion in determining what is noisy, obstructive and objectionable.

### **20. Obstruction of Aisles or Booths**

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by Management.

For all exhibition enquiries please contact Corporate Consumer Communications.

Email: [smartexpo@3c-ltd.com](mailto:smartexpo@3c-ltd.com) Tel: (852) 2944 6430 Website: [www.3c-ltd.com](http://www.3c-ltd.com)

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### **21. Admission**

Admission policies shall remain, at all times, the prerogative of Management, and may be revised or amended to suit unforeseen conditions.

### **22. Booth Personnel**

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "EXHIBITOR" badge identification furnished by Management at all times while they are in the exhibition hall. All other employees of exhibiting companies must register as Show Attendees. Management reserves the right to restrict or limit the number of booth representatives.

### **23. Regulations Governing Displays**

No stand decoration, stand fittings or exhibits shall exceed 4 m in height for custom-built stands and 2.5 m for shell scheme stands, unless approved by Management. For the former all designs must be prior approved first by the organizer.

### **24. Display**

Management shall have full authority for approval of arrangement and appearance of items displayed and may at its discretion require the replacement, rearrangement, or redecoration of any item or of any booth, and no liability shall attach to Management for costs that may be charged to the exhibitor as a result of Management's actions. Management firmly forbids any fake and low quality products to be displayed or brought into this Exhibition. Management shall have full authority to refuse any products that are conceived as infringement on intellectual property rights. Management will not be responsible for any prosecution of infringement or privacy charged to the respective Exhibitor(s).

### **25. Intellectual Property Rights**

The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand do not in any way whatsoever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names and patents whether registered or otherwise, and agree to fully indemnify the Organizers and its agents and contractors against all costs, expenses and damages arising from any third party's claim of infringement by the Exhibitor and/or the Organizers of such third party's rights. The Exhibitor agrees that it will comply with any Exhibitors' Brief on the Protection of Intellectual Property Rights at the Exhibition that the Organizers may issue from time to time, including abiding by any complaint procedures and penalties stated in the Exhibitors' Brief, whether as a complaint. If the Exhibitor fails to abide by the terms and conditions of the Exhibitors' Brief on the Protection of Intellectual Property Rights at the expo, the Organizers has the sole discretion to ban the Exhibitor from any or all future events and/or to further ban any representatives of the exhibitor in question from the current exhibition in which the Exhibitor is participating.

If an Exhibitor files a complaint with Organizer in accordance with the Exhibitors' Brief and requests the Organizers to take action against another Exhibitor, the Exhibitor agrees to hold the Organizers, its agents and contractors (including their legal advisors) harmless and to fully indemnify each and every one of them against any and all liabilities, losses, cost (including legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of or howsoever arising from any action that the Organizers, its agents or contractors (including their legal advisors) may take in reliance of or as a result of such complaint filed by the Exhibitor, or any other requests, directions or instructions made or given by the Exhibitor pursuant to such complaint. The Exhibitor further agrees not to take any legal action or make any claim or demand against the organizer, its agents or contractors (including their legal advisors) in relation to such complaint and the alleged infringement of intellectual property rights.

### **26. Exhibitor Representative's Responsibility**

Exhibitor agrees to indemnify Management against and hold it harmless for all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees, or representatives.

### **27. Agreement to Conditions**

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing conditions and those provided and contained in the Exhibitors Manual, and by any amendments and additional conditions that may be put into effect by Management.

### **28. Governing Law**

The validity and construction of the Agreement shall be governed by the laws of Hong Kong. Disputes will be settled under Hong Kong law.