

STANDARD RULES & REGULATIONS

TERMS & CONDITIONS

1. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply:
"Application Form" shall mean the application form overleaf.
"Contract" shall mean the contract established between the Exhibitor and the Organisers upon the Organisers' approval of the Exhibitor to participate, upon these Terms and Conditions and the Application Form, in the Exhibition.
"Exhibition" shall mean the exhibition stated on the Application Form.
"Exhibition Centre" shall mean the centre named in the Application Form or such other venue as may be selected by the Organisers under clause 4.
"Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Centre.
"Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organisers for the purpose of the Exhibition under these Terms and Conditions and shall include self (ready stand) spaces and shelving (raw space).
"Exhibition's Official Directory" shall mean the official directory of the Exhibition published by the Organisers or an associated company.
"Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licensees of the Exhibitor.
"Exhibitor's Manual" shall mean the manual supplied by the Organisers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time).
"Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Application Form).
"Organisers" shall mean the person or persons named as the Organisers in the Application Form.
"Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor.
"Rules and Regulations" shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Centre made by the Organisers.

2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall be deemed to be fully conversant with and observe and comply with the Rules and Regulations, copies of which are obtainable from the Organisers on request.
The Exhibitor shall, and shall procure that its Representatives shall, observe and comply with the Exhibitor's Manual.

3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the Application Form which shall be submitted to the Organisers for approval accompanied by a non-refundable/non-transferable deposit for the rental of the Exhibition Space as stated in the Application Form. The Organisers reserve the right to accept or refuse any application without giving reasons therefor. The Organisers shall not be bound to accept any application for participation unless and until the applicant has accepted these Terms and Conditions and the Exhibitor shall, if required by the Organisers, complete and submit an Application Form.
The Exhibitor shall co-operate with the Organisers to provide them with any reasonable information which they request about it. An Exhibitor cannot be held liable for any information which is not true and correct until the exhibitor has been assigned.

4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only (in common with the Organisers and all others authorised by the Organisers) on a non-exclusive basis. The Exhibitor is prohibited to sub-licence the Exhibition Space allocated to it, either wholly or in part, or otherwise part or share possession of all or any part of the Exhibition Space without the prior written approval of the Organisers. The Organisers shall be responsible for any default of such sub-licences which shall indemnify the Organisers in accordance with clause 12. The Organisers reserve the right to cancel the participation and licence immediately if unauthorised booth sub-letting occurs and the Exhibitor shall not be liable for any rental charges in respect of such sub-letting.
Any Exhibitor who wishes to use a company name on its Exhibition stand which is different to that stated on its Application Form must submit notice of this change to the Organisers at least three months prior to the commencement of the Exhibition together with the following: (i) documentation signed by a certified accountant or the auditor of the Exhibitor to confirm the change of name; (ii) a letter from the Exhibitor to the Organisers stating the Exhibitor has changed; or (iii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.
The Organisers may allocate the Exhibition Space in any manner as they deem fit but may take into account of such factors as the order of applications received and the nature of the Exhibitor's business.
The Organisers reserve the right to change the location or venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates upon which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which the Application Form was submitted, to change the location or venue of the Exhibition, to alter the location of the Exhibition and/or to undertake any kind of alterations to the Exhibition Space whatsoever.
In the event that the Organisers change the location or venue of the Exhibition, or the date or dates upon which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.
The Organisers are all areas according to the Rules and Regulations. Exhibits and displays shall not exceed the height of the stands unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval.
Any Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual.
The Organisers reserve the right to alter the location or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The costs of such alterations and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitor for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the Organisers then the Organisers may undertake the same at the risk and cost of the Exhibitor, and the Exhibitor shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors on demand.

5. EXHIBITS

No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licences) and for storage of exhibits and packaging materials. Display of any working or moving exhibit or any other exhibit of the Organisers requires the prior written approval of the Organisers. Guards or other means of protection shall be taken by the Exhibitor to protect the public from moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be left running in the absence of such persons.
All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any hazardous substances or materials in contravention of the Fire Code of the Philippines (R.A. No. 7394) and any regulations from time to time applicable thereto in the Exhibition Space.
Advertising literature should be distributed from the Exhibitor's own stands only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business shall be conducted in the Exhibition Hall.
The Organisers reserve the right to remove at the Exhibitor's expense and risk any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form or any exhibits in respect of which the Exhibitor has not obtained the required customs clearances, regulatory approvals or licences. If any of the Organisers finds any non-compliance by the Exhibitor of any applicable law or regulation (including without limitation any customs, import and export related laws and regulations), it may report to the relevant authorities and assist the authorities with the enforcement of such laws and regulations. The Exhibitor shall fully indemnify the Organisers for any loss, cost, expense, liabilities incurred by the Organisers arising from or in connection with the Exhibitor's non-compliance.
The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations ("Prohibited Goods") or any goods which in their manufacture or production fail to comply with the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("CITES") or any other international standards, regulations and legislations issued by the International Convention for the Conservation of Endangered Species, including without limitation standards in respect of the World Conservation Union ("IUCN") ("Unethical Goods"). The Organisers shall have the right, without recourse, to physically remove any goods which it or any Philippine court or relevant authority deems to be infringing Goods, Prohibited Goods or Unethical Goods, to cancel the Exhibitor's right to participate in the Exhibition and to remove the Exhibitor's stand and in any such event, the Exhibitor shall have no financial or other claim against the Organisers.
The Exhibitor agrees to indemnify and hold harmless the Organisers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of the Organisers or their employees, agents, contractors, subcontractors or other representatives of the Organisers or the Exhibitor, or acts by such persons as a consequence thereof.
At such time after the close of the Exhibition as the Organisers may specify, or on vacant termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and no longer possession of the Exhibition Space shall be returned to the Organisers in as good and clean order and condition as it was when initially licensed to the Exhibitor.
Any property remaining after the last day designated by the Organisers for material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

6. TERMS OF PAYMENT

Payment of the Fees by the date(s) stipulated in this Contract is of the essence to participation by the Exhibitor in the Exhibition.
If any amounts payable under this Contract are not paid to the Organisers by their due date for payment (whether Fees or otherwise), then the Organisers shall be entitled to charge interest on such sum from the due date of payment at the annual rate of 4% above the base lending rate from time to time of the Central Bank of the Philippines, accrues on a daily basis and being payable quarterly until payment is made, whether before or after judgement.
If an EU member state withdraws from economic and monetary union but the euro continues to exist as the lawful currency of the other EU member states, then all references in this Agreement to, and all obligations under this Agreement, in the euro shall continue to be denominated in the euro (even to one or more obligors are incorporated or permitted by any obligor member state) and the currency of the contract shall be the euro. For all purposes of this Agreement shall (to the extent permitted by law) be the sole discretion of the organiser, who shall notify the Exhibitor of such change as soon as reasonably practicable.

7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who must be bound by the Rules and Regulations of the Exhibition and the Exhibitor's Manual. Details of Exhibition hours are set out in the Exhibitor's Manual or as otherwise notified in writing by the Organisers. During these times the Exhibitor shall ensure that: (a) the stand space is adequately staffed by the Exhibitor's authorised personnel and/or representatives; (b) the Exhibitor is all operational and/or displayed (as the case may be); and (c) the Exhibitor is ready and able to attend to the public.
The Exhibitor shall supply to the Organisers the name of at least one person to be its representative in connection with the installation, operation and removal of the Exhibits and shall ensure such person is available to be contacted by the Organisers at all times during the opening hours of the Exhibition and reasonably available at other times throughout the Exhibition.
The Exhibitor shall be responsible and liable for obtaining appropriate consents to and licenses for its use of all intellectual property rights in any Exhibits or other materials used in connection with the Exhibition.
Exhibitors and their Representatives shall not, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or likely to cause, disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to or to the safety of the Exhibitor, the Organisers or the public or which contravenes the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions or the Rules and Regulations.
The Exhibitor shall (and shall procure that its Representatives shall) at all times act as if to avoid putting the Organisers in breach of the licence (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it.
The Organisers reserve the right in its absolute discretion at any time to require the Exhibitor to remove (or to itself remove) any Exhibit (whether specified on the Application Form or not) which is being displayed at the Exhibition if the Organisers reasonably believe that such Exhibit contravenes any provision of this Contract or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.
It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images") without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any

drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organisers on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to, any film, video, audio, digital or other electronic device.
Should the Exhibitor or its Representative record any Image in breach of the above rule, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organisers unconditionally and immediately on the creation or recording of the Images. The Exhibitor undertakes to execute all deeds and documents and to do all things (and shall procure that its Representative executes all deeds and documents and does all things) as the Organisers may require to vest the IPR in the Organisers including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organisers to execute the IPR in its name and on its behalf and as its attorney.
The Organiser agrees to indemnify and hold harmless the Organisers, or their employees, agents, contractors, sub-contractors, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.
The Organiser shall be entitled to agree that the Exhibitor, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its Representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the Organiser and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images of the Exhibitor, its Representatives and its exhibits for any purpose whatsoever, in any media and in any form and all claims the Exhibitor and its Representatives may have relating to or arising from the images or their use. It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the Exhibition Space of any other exhibitor unless invited to do so by the Organisers.
The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods.
The Exhibitor may not use any other means of marketing or making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives.
The Organisers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organisers is final in this regard.
The Organisers and any other person authorised by the Organisers or having an interest in the premises shall not be required to be present to attend to all reasonable times before, during and after the Exhibition the Exhibitor's stand space.

8. OTHER OBLIGATIONS

The Exhibitor shall observe and comply with the requirements set out in the Exhibitor's Manual.
Each of the Organisers and the Exhibitor undertakes to the other that it shall use all reasonable endeavours to ensure that all information, written or oral in any form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed in any way or partly except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law or any competent regulatory authority or by the Exhibitor's Centre Operator.
Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be used by the Organisers in accordance with clause 12.

USE OF BRANDING:

Subject to the Exhibitor complying with the provisions of this Agreement and any branding guidelines set out in the Exhibitor Manual or otherwise provided in writing to the Exhibitor, the Organisers hereby grant the Exhibitor a non-exclusive, non-transferable, royalty-free, revocable, worldwide license for the period of time between the date of the start of the stand and the end of the stand for the Exhibitor to use the Organisers' branding, logo, trade dress, trade name ("Organisers Branding") for use by the Exhibitor solely and strictly for the purpose of reasonably promoting, marketing and advertising its participation in the Exhibition.
Subject to the Organisers complying with the provisions of this Agreement, the Exhibitor hereby grants the Organisers a non-exclusive, non-transferable, royalty-free, revocable, worldwide license, to use such branding, logo, trade name may be provided by the Exhibitor to the Organisers ("Exhibitor Branding") for use by the Organisers solely and strictly for the purpose of promoting, marketing and advertising the Exhibition and the Exhibitor's involvement in the Exhibition.

IDENTITY OF EXHIBITORS

The Exhibitor warrants that it and/or its Representatives (including, for the avoidance of doubt, any stand shapers approved in writing by the Organisers and their Representatives) are (i) not incorporated in, owned or controlled (whether directly or indirectly) by a party incorporated in, or otherwise ordinarily a resident of one of the following embargoed territories: Cuba, Iran, North Korea, Sudan and Syria, and (ii) not designated, on, or otherwise owned or controlled by a party designated on, any of the lists of sanctioned parties administered by the United States, European Union, United Kingdom and/or the United Nations.

9. INSURANCE

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual concerning insurance. The Exhibitor must have an existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre, shall be responsible for obtaining and maintaining adequate insurance cover in respect of its and its Representatives' participation in the Exhibition, its Exhibition Space and its exhibits at the Exhibition Centre covering such risks and in such minimum amount(s) as are set out in the Exhibitor's Manual.
The Exhibitor must have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by a party of the Organisers. The Exhibitor may require, in connection with, the Exhibition, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods.) If Exhibitor cannot provide satisfactory evidence of such insurance cover, the Organisers shall be entitled to cancel the Exhibitor's right of participation immediately and Exhibitor shall not be entitled to any refund.
The Organisers shall be entitled to inspect any such insurance policy and receipts for premium at any time.
The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the dates of the Exhibition pursuant to clause 4 or any postponement or cancellation of, or other change to, the Exhibition under clause 10.

10. POSTPONEMENT AND CANCELLATION

In addition to the Organisers' rights under clause 4, the Organisers may, without reason being necessary and without liability to the Exhibitor, cancel or postpone the Exhibition or any part thereof, or suspend the Exhibition, or at their election, postpone indefinitely, or otherwise make changes to the Exhibition, if in the sole opinion of the Organisers:
(a) the holding of the Exhibition by the Organisers, the performance by the Organisers of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interrupted or affected, due to any cause or causes beyond the control of the Organisers including, without limitation, any of the following:
act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, strike, industrial or trade dispute, adverse weather, disease, risk of death, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or
(b) any other circumstance, occurrence or cause arises that makes it in the opinion of the Organisers impossible, impractical, or undesirable for the Organisers to hold the Exhibition as initially planned.

11. TERMINATION

This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:-
(1) the Exhibition is cancelled under clause 10;
(2) the Exhibitor fails to satisfy that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition;
(3) payment of Fees is not made by the Exhibitor in accordance with Clause 6;
(4) the Exhibitor fails to arrange for adequate insurance cover in accordance with clause 9;
(5) the Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated to it;
(6) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
(7) the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibitor or the Organiser into disrepute;
(8) the Exhibitor fails to comply with any provision of this Contract, including without limitation its obligations in clauses 5 and 7 in relation to infringing goods, Prohibited Goods and recording of Images, or of the Exhibitor's Manual; or
(9) the Exhibitor is in breach of any applicable local legislation, rules or regulations.
Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically terminate.

12. LIABILITY, INDEMNITY AND REFUNDS

(LEASE REVIEW THIS CLAUSE 12 CAREFULLY)
The Organiser shall be liable for its liability solely at the Exhibitor's own risk.
The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organisers, its employees, agents or contractors arising out of or in connection with the Exhibition or the Exhibition Space, or any other default or negligence of, or any damage or loss caused by the Exhibitor and/or any of its Representatives.
All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.
The Organiser's liability (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor, its Representatives or its other person arising in connection with the Exhibition including, without limitation, (a) any theft, fire, (b) use of the Security Room Service, (c) defect in the Exhibition Centre whatsoever, (d) cancellation or early closure of the Exhibition, (e) any other loss or damage to the Exhibitor's property or other person by the Exhibitor, (f) any matter referred to in paragraphs 3 & 4 of these Terms and Conditions, (f) any type of taxes accrued or imposed by government (including any government agency or department) or regulatory authority to the Exhibitors or their Representatives, (g) any natural calamity or any act of God, however arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from any such event and/or from any other loss or damage to the Exhibitor's property or other person by the Exhibitor, (h) any financial or other claim against the Organisers.
Subject to above, the Organisers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or other product or commissioned by the Organisers or that Exhibitor, (b) any products displayed or sold by any exhibitor at the Exhibition, (c) the Organisers carrying out any of their obligations under this Contract, (d) any error or omission in any information relating to the Organisers, (e) any consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) and services provided by the Organisers, by any supplier to the Organisers or by the Exhibition Centre Operator failing or being defective.
In the event that the Organisers postpone, change, the date of the venue of, or otherwise make changes to the Exhibition under clause 4:
(a) the Contract shall continue to bind the parties;
(b) the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and the Organisers shall be liable to pay the Exhibitor the amount of the Fees paid;
(c) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered and/or expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition.

In the event that the Organisers cancel or permanently postpone the Exhibition under clause 10, the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition.
The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organisers as fee earners of the Exhibition.

Neither the Organisers nor any of its respective agents shall be liable to the Exhibitor under this Contract in connection with the Exhibition or any other activity of the Exhibitor for any loss of profits and/or otherwise (direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental, special or consequential loss arising under this Contract (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

The Organisers' liability in connection with the Exhibition shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with such liability arises.
All warranties, conditions and other terms implied by statute are, to the fullest extent permitted by law, excluded from this Contract.
Nothing in this Contract shall have the effect of limiting or excluding the Organisers' liability for death or personal injury caused by negligence of the Organisers, fraud or fraudulent misrepresentation or any liability to the extent it cannot be excluded or restricted by law.

13. COMPLIANCE WITH LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all necessary approvals, regulatory notices and licences and for ensuring its participation in the Exhibition. If relevant, the Exhibitor must also observe and comply with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) and any other international standards, regulations and legislations in respect of ethical slaughtering and conservation of endangered species, including but without limitation the standards issued by International Union for Conservation of Nature (IUCN).

14. PRIVACY POLICY STATEMENT FROM THE ORGANISERS

The Organisers take individual privacy seriously. This Statement explains their policies and practices.
Nothing in this Contract shall have the effect of limiting or excluding the Organisers' liability for death or personal injury caused by negligence of the Organisers, fraud or fraudulent misrepresentation or any liability to the extent it cannot be excluded or restricted by law.
(1) Information collected
In order to provide better service to the Exhibitor and to fulfil the purposes set out in the next paragraph, the Organisers may collect certain information when the Exhibitor registers with them or communicates with them. In the process, the Organisers may also collect personal information of individual contact persons in companies or their employees. As stated in the registration form, some of the requested information is mandatory and some is optional. The Organisers will not use the personal data of the Exhibitor unless the Organisers are required by law or any lawful request of any enforcement agencies or the Organisers have previously informed the Exhibitor.
(2) Use of information
The personal data which information may be used by the Organisers include:
• processing applications for exhibiting at or visiting their trade fairs
• facilitating and enhancing their operations by incorporating the personal data into their database and conducting analysis, research and auditing based on the personal data
• providing and not disclosing the personal data to other parties in the Philippines and around the world, and events or trade fairs organised by their affiliates and joint venture partners
• distributing publications and research materials of their company
• marketing their services or products
If necessary, facilitating legal proceedings, including collecting overdue amounts

DIRECT MARKETING

The personal data of the Exhibitor, including its name, email address and physical address to conduct direct marketing in relation to the promotion of and invitation to their trade fairs in the Philippines and around the world, and events or trade fairs organised by their affiliates and joint venture partners, as well as the promotion of their services via fax, email, direct mail, telephone and other means of communication, or send e-newsletters to the Exhibitor. The Organisers will not use the personal data of the Exhibitor unless the Organisers have received the Exhibitor's consent to the said intended use. The Exhibitor may choose not to receive promotional materials by simply notifying the Organisers through the below contact details, and the Organisers will cease to do so, without charge.
(3) Disclosure of Information
The Organisers will keep the personal data they hold confidential but may provide or transfer the personal data to:
• their agents, advisors, auditors, contractors, and service providers in connection with their operations or services for facilitating and enhancing their operations and conducting analysis, research and auditing of their operations
• their overseas offices, affiliates, joint venture partners, which are also exhibition organisers, for the purpose of conducting direct marketing in relation to the promotion of and invitation to their trade fairs in the Philippines and around the world
• persons to whom the Organisers are required to make disclosure under applicable laws in or outside the Philippines
(4) Cookies (applicable to online user)
When the Exhibitor browses website of the Organisers, cookies may be stored in the computer's hard drive of the user's computer and used to enhance the user's experience. The Organisers will not use the cookies unless the Exhibitor has a choice not to accept cookies, but if the Exhibitor do, certain functionality may become unavailable.

Security

Personal data of the Exhibitor is kept confidential and is only accessible by authorised personnel. Personal data stored electronically are password-protected. Encryption technology is used on the secured web areas of the Organisers. The Organisers recommend that the Exhibitor do not divulge his/her User Login Name and Password to anyone. The personal data of the Organisers will never be exhibited for his/her User Login Name and Password in an unsecured phone call or an unsecured e-mail. Remember to sign out of his/her Account after each browser window when the Exhibitor has finished his/her session with the Website. The Exhibitor is responsible for all activities that occur under his/her User Account and password.
(5) Hyperlinks (applicable to online user)
Their websites may include links to external sites, including sites of members, third parties and "co-branded" sites. Links to external sites do not imply endorsement of such sites (or any products or services offered thereon) by the Organisers or any warranty or guarantee of any information provided thereon. The Organisers disclaim and exclude any responsibility or liability for any external site which a link is provided and this Privacy Policy shall not apply to any such site. Please refer to the privacy policies of the other websites.

Changes to this Privacy Policy Statement

Any changes to this Privacy Policy Statement will be posted on www.ubm.com.ph/philippines or www.waterrphilippines.com and effective immediately on the posting date.
(6) Transfer of Data Overseas
The Organisers may be required to hold personal data of the Exhibitor on their servers in the Philippines. However, the Organisers may transfer it to their overseas offices elsewhere in the world or to any of the people listed at paragraph (3) above, who may be located overseas.
(7) Consent and rights of the Exhibitor
By clicking the appropriate box below or by signing at the space provided below, the Exhibitor consents to the collection and use of his/her personal data as outlined in this Statement, including the use and provision of his/her personal data for direct marketing.
Under the Philippine Data Privacy Act of 2012, individuals have the right:
• to check whether the Organisers hold personal data about the Exhibitor and to access such data
• to request the Organisers to correct, update or delete their personal data before the Organisers
• to ascertain policies and practices of the Organisers in relation to personal data and the kind of personal data held by them
• to lodge a complaint with the National Privacy Commission for any violation of this privacy statement and/or the Data Privacy Act of 2012.
Please send requests to access or correct data, to cease communications, and questions or complaints to:

UBM Exhibitions Philippines, Inc.

Unit 1, Mezzanine Floor, Fly Ace Corporate Center, 12 Coral Way
Central Business Park, Pasay City, Metro Manila, Philippines
+63 2 551-7176; 551-7178
The Organisers may charge a reasonable fee for processing a data access request.

15. GENERAL

The Exhibitor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Exhibitor arising under this Contract (save for the use of official contractors engaged as per the Exhibitor Manual). The Organisers shall be entitled to assign the benefit (subject to the burden) of this Contract without notice to or consent from the Exhibitor.
Any notice required or permitted to be given by either party to the other under this Contract shall be in writing and may be given either personally or by courier or email transmission addressed to that other party at their registered address or to any other address notified in writing from time to time. Where given by courier such notice will be deemed to have been served three business days after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by email transmission shall be deemed to be served immediately provided that in the case of email transmission no undelivered message is received by the recipient. The Organisers reserve the right to set off any indebtedness of the Exhibitor to the Organisers against any indebtedness of the Organisers to the Exhibitor in each case on any account whatsoever.
No waiver by the Organisers of any of the provisions of these Terms and Conditions, of any of its rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organisers. The Organisers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.
No waiver by or on behalf of the Organisers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively.
The Organisers shall be liable to the Exhibitor for any breach of these Terms and Conditions or the Exhibitor's Manual intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.
The Organisers shall be liable to the Exhibitor for any breach of these Terms and Conditions or the Exhibitor's Manual and to avoid putting the Exhibitor in breach of (other documents) together with the Exhibitor's Manual and the Application Form, supersede all prior agreements, negotiations and discussions between the parties. The Exhibitor may rely on any representation, warranty, collateral contract or other assurance (except as set out in the Application Form) made by the Organisers in connection with the Exhibition. The Organisers shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
In the event of any conflict between these Terms and Conditions and the Exhibitor's Manual, these Terms and Conditions shall prevail to the extent of any such inconsistency.

16. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of the Republic of the Philippines and the Exhibitor submits to the non-exclusive jurisdiction of the Philippine courts for all purposes relating to this Contract or the Exhibition.

17. SUPPLEMENTAL CLAUSES

Notwithstanding the provisions of clause 3, the Organisers reserve the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual or the Rules and Regulations to the Organisers, and such supplementary regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.