**SECTION 1: EVENT DETAILS**

<table>
<thead>
<tr>
<th>Event Name:</th>
<th>Industrial Transformation ASIA-PACIFIC 2021 – a HANNOVER MESSE event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Dates</td>
<td><strong>Physical Event</strong> Date(s): 22 – 24 November 2021</td>
</tr>
<tr>
<td></td>
<td><strong>Digital Event</strong> Date(s): 22 – 24 November 2021</td>
</tr>
<tr>
<td>Event Time:</td>
<td><strong>Physical Event</strong> Time(s): 0900 – 1800hrs (Singapore date and time)</td>
</tr>
<tr>
<td></td>
<td><strong>Digital Event</strong> Time(s): 0900 – 1800hrs (Singapore date and time)</td>
</tr>
<tr>
<td>Venue:</td>
<td><strong>Physical Event</strong> Venue: Singapore EXPO</td>
</tr>
<tr>
<td></td>
<td><strong>Digital Event</strong> Venue: ITAP Connected</td>
</tr>
<tr>
<td>Event Website:</td>
<td><a href="http://www.industrial-transformation.com">www.industrial-transformation.com</a></td>
</tr>
</tbody>
</table>

**Event Organiser**
Constellar Exhibitions Pte. Ltd.

**In collaboration with our Event Partner**
Deutsche Messe

Registration No.: 197400503M
Registered address: 1 Expo Drive, #02-01, Singapore EXPO, Singapore 486150

**SECTION 2: EXHIBITOR’S DETAILS**

<table>
<thead>
<tr>
<th>Company name (“Exhibitor”):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company registration no.:</td>
</tr>
<tr>
<td>Name of contact person:</td>
</tr>
<tr>
<td>Designation:</td>
</tr>
<tr>
<td>Company address:</td>
</tr>
<tr>
<td>Country:</td>
</tr>
<tr>
<td>Postal code:</td>
</tr>
<tr>
<td>Tel:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Mobile HP:</td>
</tr>
<tr>
<td>Business email:</td>
</tr>
</tbody>
</table>

*Please fill in billing information below if different from above:*

<table>
<thead>
<tr>
<th>Company name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of contact person:</td>
</tr>
<tr>
<td>Designation:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
</tbody>
</table>
SECTION 3: EXHIBITOR PROFILE

Please select the relevant categories which best describes your business products and services:
- Additive Manufacturing
- Digital Factory
- Industrial Automation
- Intralogistics

Key Target Market & Industry

<table>
<thead>
<tr>
<th>Country</th>
<th>Industry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Australia</td>
<td>Aerospace</td>
</tr>
<tr>
<td>Cambodia</td>
<td>Automotive</td>
</tr>
<tr>
<td>China</td>
<td>Chemical</td>
</tr>
<tr>
<td>Hong Kong</td>
<td>Electrical &amp; Electronics</td>
</tr>
<tr>
<td>India</td>
<td>Energy</td>
</tr>
<tr>
<td>Indonesia</td>
<td>FMCG</td>
</tr>
<tr>
<td>Japan</td>
<td>Food &amp; Beverage</td>
</tr>
<tr>
<td>Korea</td>
<td>Healthcare</td>
</tr>
<tr>
<td>Malaysia</td>
<td>Infrastructure</td>
</tr>
<tr>
<td>Myanmar</td>
<td>Logistics &amp; Supply Chain Management</td>
</tr>
<tr>
<td>Philippines</td>
<td>Mining</td>
</tr>
<tr>
<td>Singapore</td>
<td>Oil &amp; Gas</td>
</tr>
<tr>
<td>Taiwan</td>
<td>Pharmaceutical &amp; Biotechnology</td>
</tr>
<tr>
<td>Thailand</td>
<td>Semiconductor</td>
</tr>
<tr>
<td>Vietnam</td>
<td>Textile</td>
</tr>
</tbody>
</table>

Brands To Be Represented and Country of Origin

Products & Services (please tick the relevant box/es for your main product group/s)

Additive Manufacturing
- 3D modelling software
- 3D printers
- Manufacturing solutions
- Materials & components
- Quality management & metrology
- Rapid prototyping
- Research & development
- Solutions for additive manufacturing

Digital Factory
- Asset management systems
- Big data management
- Cloud computing
- Cyber Security
- Data Infrastructure
- Design & Product Development
- Digital Twin
- Energy Management Solutions
- Enterprise Resource Planning (ERP)
- Manufacturing execution systems (MES)
- Power-saving production technologies
- Predictive maintenance
- Product life cycle management (PCM)
- Research & development
- Security technology
- Training & education
- Virtual & augmented reality
- Virtual commissioning
## Industrial Automation

- Assembly and handling system
- Autonomous systems
- Cable and energy carriers
- Control systems, programmable logic controller SCADA
- Electrical power transmission
- Embedded systems
- Fieldbus systems
- Gear, mechanical drives systems
- Heat recovery systems
- Heating, ventilation, air-conditioning equipment
- Industrial image processing
- Instrument measurement and control
- Industrial internet of things (IIoT)
- Laser technology
- Linear positioning systems
- Machinery, appliances & components for robotics
- Meter boards, distribution systems for electrical building installation
- Micro-technology
- Motion controls
- Process automation
- Product and trademark protection
- Pneumatic automation technology
- Research & development
- Robotics & system integration
- Robot simulation & vision system
- Safety switches
- Security components & systems
- Sensors & actuators
- Training & education
- Vibration measurement systems

## Intralogistics

- Automated guided vehicles
- Automated storage and retrieval system
- Conveying systems
- Eco-palleting system
- Industrial trucks and forklifts
- Labelling systems & identification
- Lifting platforms
- Logistics IT
- Packaging and order packing systems
- Racking systems
- Research & development
- Storage & retrieval equipment
- Space solutions providers
- Supply chain management systems
- Training & education
- Turnkey systems for logistics
- Unmanned aerial vehicle
- Warehouse management systems

### Exhibitor’s Information

<table>
<thead>
<tr>
<th>Company and product/service website</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibitor’s Mark (i.e., logo, trademark, name)</td>
<td>Please share photo in .png &amp; .eps file – minimum 300dpi</td>
</tr>
<tr>
<td>Company profile [up to 130 words]</td>
<td>Please share in word format / file</td>
</tr>
<tr>
<td>Industry</td>
<td>:</td>
</tr>
</tbody>
</table>

### Product/Technology’s Information

<table>
<thead>
<tr>
<th>Photo of product and/or service</th>
<th>Please share photo in .png &amp; .eps file – minimum 300dpi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description product and/or service [up to 150 words]</td>
<td>Please share in word format / file</td>
</tr>
<tr>
<td>Is the above product and/or service a worldwide launch/ first in Asia?</td>
<td>:</td>
</tr>
</tbody>
</table>
The Exhibitor wishes to book the following exhibition space ("Exhibition Space"):  

**BASE PACKAGE** (Required, please select between Digital or Hybrid)

**DIGITAL PACKAGE**  
Cost-effective, easy to set-up, digital showcase of your organisation, to stage your organisation’s profile, products & services offerings to a wider manufacturing community.

- **$3,000** [Early bird rate: Valid till 31 May 2021]
- **$3,500** [Published rate: Valid from 1st June 2021 onwards]

**HYBRID PACKAGE**  
Showcase your latest technology, online and offline, to open conversations with prospective clients.

- Standard Shell Scheme (min. 12m²)  
  - **$650/sqm** [Early bird rate: Valid till 31 May 2021]
  - **$700/sqm** [Published rate: Valid from 1st June 2021 onwards]
- Raw Space (min. 48m²)  
  - **$550/sqm** [Early bird rate: Valid till 31 May 2021]
  - **$600/sqm** [Published rate: Valid from 1st June 2021 onwards]

**TARGETED ADD-ON DIGITAL VALUE PACKS** (optional)

**THOUGHT LEADERSHIP**  
Unique opportunities for your organisation to showcase its latest innovations / solutions and demonstrate how it is leading industry transformation.

- Digital Sandbox – **$5,000**
- Product Demo – **$2,500**
- ITAP Connect Series Exclusive – **$10,000**
- ITAP Connect Series Keynote Speaker – **$7,500**
- ITAP Connect Series Panellist – **$4,000**

**LEADS GENERATION: $5,000**
Generate more qualified leads and improve sales conversion rates or source for the right partners with customised and carefully curated networking sessions.

**BRANDING: $5,000**
Expand opportunities for your business as you grab the spotlight for your organization and increase brand awareness.

**ALA CARTE ADD-ONS** (optional)

- Targeted Business Matching: **$3,000** for 5 meetings
- Additional Listing of Sales Representative: **$500**/representative
- Exclusive Meeting Pod: **$3,000**
- Storage Upgrade: **$250/500MB**
- Storage Upgrade: **$1,000/3GB**

**TOTAL PHYSICAL EXHIBITION SPACE** (m²): __________________________

**TOTAL DIGITAL EXHIBITION SPACE**: __________________________

**TOTAL ADD ONS**: __________________________

**TOTAL PARTICIPATION FEE (without GST)**: __________________________

Booth number (to be inserted by Event Organiser, if applicable):

*Any allocation and changes to allocation of Exhibition Space is subject to availability and at the Event Organiser’s sole and absolute discretion. The Event Organiser may subcontract all or part of the construction and/or setting up of the Exhibition Space to one or more subcontractors.
SECTION 5: EXHIBITOR ENTITLEMENTS

DIGITAL PACKAGE
- 2D Corporate branded exhibitor showcase on digital platform.
  - Customise with company logo, website, social handles, description (300 words)
- Highlight 6 of your company’s key products and services.
- Upload videos and documents (MP4/ PDF/JPG/PNG) of up to 500MB (up to 20 files)
- Search Engine Optimisation (SEO) within ITAP Connected on attendee’s search results
- Profile tag your organization’s primary industry based on our pre-sets to facilitate recommendations to attendees
- Collection of e-Business name cards shared by attendees.
- Receive up to additional 30 relevant business contacts based on identified target countries and industries.
  - On top of traffics generated from activities on ITAP Connected (e.g. click throughs, downloads)
- List 3 representatives for attendees to reach out for enquiries (“Chat with an expert”)
- 1 x Business matching user account for each representative
- 1 x Shoutout on ITAP’s Facebook and LinkedIn (logo feature)
- Feature company logo and description on ITAP’s official website (100 words)

HYBRID PACKAGE (Digital Package + Physical Booth)
- Enhanced shell scheme package (12/24/36 sqm) OR min. 48sqm raw space (ITAP official stand builder will be engaged to manage all raw space booth set up including national pavilion)
- Entitlements listed under Digital Package as above.

TARGETED ADD-ON DIGITAL VALUE PACKS* (optional)

<table>
<thead>
<tr>
<th>THOUGHT LEADERSHIP</th>
<th>Deadline: 10 Sep 2021 Video submission by 30 Sep 2021</th>
<th>ITAP Connect Series Based on recommended topics and timeline provided by organiser</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits</td>
<td>Features</td>
<td>Digital Sandbox Product Demo Exclusive Keynote Speaker* Panelist*</td>
</tr>
<tr>
<td>• Position your C-level executive as a thought leader in the transformation industry to a global audience</td>
<td>1 x presentation slot Co-curated content</td>
<td>Up to 20 mins @ Digital Sandbox Up to 10mins @ Digital Sandbox Up to 1.5hrs co-curated session</td>
</tr>
<tr>
<td>• Work closely with our content curators to collectively curate the content and positioning</td>
<td>Inclusion of session and speaker’s bio profile on ITAP’s website</td>
<td>✓ ✓ ✓ ✓ ✓</td>
</tr>
<tr>
<td></td>
<td>Listing of session on ITAP Connected’s agenda</td>
<td>✓ ✓ N.A N.A N.A</td>
</tr>
<tr>
<td></td>
<td>Company feature in any promotional materials for the session</td>
<td>- - ✓ ✓ ✓</td>
</tr>
<tr>
<td>• Stand-out from countless sessions and address an unprecedented global audience to boost visibility</td>
<td>Consolidated session report (Designation, Organisation, Name and Email Address) Note: Of attendees who agreed to PDPA/GDPR</td>
<td>✓ ✓ ✓ ✓ ✓</td>
</tr>
<tr>
<td>• Generate a pool of business contact details of attendees who have attended your session for follow-up</td>
<td>Sessions promoted on ITAP’s social media platform (e.g. LinkedIn, Facebook, Twitter)</td>
<td>✓ ✓ ✓ ✓ ✓</td>
</tr>
<tr>
<td>• Address an unprecedented global audience to boost visibility and expand outreach</td>
<td>Curated session-specific editorial content and EDM</td>
<td>✓ ✓ ✓ ✓ ✓</td>
</tr>
</tbody>
</table>
**LEAD GENERATION**

Generate more qualified leads or Source for Partners with customised and carefully curated networking sessions

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Features</th>
</tr>
</thead>
</table>
| • Work with our business matching specialists to identify your organization's desired potential clients and partners from our list of attendees.  
• Concierge service to schedule 1-on-1 meetings and facilitate the confirmed meetings.  
• Identify the most relevant and high-conversion potential contacts amongst the entire audience pool through our AI-powered recommendation engine that will recommend the most relevant people for you to connect with based on indicated preferences and interests.  
• 24-hour access to navigate this platform and schedule 1-on-1 meetings to explore partnership opportunities.  
• Strengthen your company's database fitted to your targeted profiles. | Guaranteed arranged meetings with specific targeted audience before, during and after the event.  
Consolidated report on successful arranged business meetings (Name, Designation, Organisation, Email Address)  
Note: Of attendees who agreed to PDPA/GDPR  
User accounts for your organisation’s identified lead hunters to access the business matching platform. (upgrades available at additional costs)  
Post event lead pack based on targeted industries/countries.  
Note: Of attendees who agreed to PDPA/GDPR | 10  
Targeted business meetings  
2 representatives with business matching accounts  
Up to 50 relevant business contacts |

**BRANDING**

Expand opportunities for your business as you grab the spotlight for your organization and increase brand awareness

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Features</th>
</tr>
</thead>
</table>
| • Increase your brand exposure and drive your organisation’s brand stickiness through direct visibility to event attendees  
• Corporate brand exposure to the entire 2021 edition attendee base through a comprehensive campaign across various outreach channels  
• Featuring profile-driven leaders i4.0 and their quotes. To create regular presence on ITAP’s social pages and inspire players | Targeted banner ads on ITAP Connected  
Social Media Photo Story (Content)  
Photo (real people and talent)/graphic + caption  
Posted on ITAP’s social media and e-newsletter  
Short Article featuring changemakers in i4.0 (Content)  
Articles to focus on people, upskilling and reskilling covering the broad topics below: Future of manufacturing, Sustainability leadership, Industry best practices - Up to 500 words, 5 - 10 SEO targeted keywords, social media thumbnail  
Posted on ITAP’s website and teaser featured in ITAP e-newsletter | 2  
Social Media Photo Story (Content)  
Photo (real people and talent)/graphic + caption  
Posted on ITAP’s social media and e-newsletter  
Short Article featuring changemakers in i4.0 (Content)  
Articles to focus on people, upskilling and reskilling covering the broad topics below: Future of manufacturing, Sustainability leadership, Industry best practices - Up to 500 words, 5 - 10 SEO targeted keywords, social media thumbnail  
Posted on ITAP’s website and teaser featured in ITAP e-newsletter | 2  
Short Article featuring changemakers in i4.0 (Content)  
Articles to focus on people, upskilling and reskilling covering the broad topics below: Future of manufacturing, Sustainability leadership, Industry best practices - Up to 500 words, 5 - 10 SEO targeted keywords, social media thumbnail  
Posted on ITAP’s website and teaser featured in ITAP e-newsletter | 1 |

**SECTION 6: PAYMENT SCHEDULE**

<table>
<thead>
<tr>
<th>Acceptance</th>
<th>3 months before the first day of the Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% of Participation Fees</td>
<td>50% of Participation Fees</td>
</tr>
</tbody>
</table>

Payments to the Event Organiser may be made by cheque or telegraphic transfers. For telegraphic transfers, please indicate the Event Organiser's invoice number in the remittance instruction and provide the Event Organiser with a copy of the remittance advice promptly after the funds have been transferred. The Event Organiser’s bank details are as follows:

<table>
<thead>
<tr>
<th>Account name</th>
<th>Constellar Exhibitions Pte. Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank name</td>
<td>DBS Bank Ltd</td>
</tr>
<tr>
<td>Bank account no.</td>
<td>001-001865-5</td>
</tr>
<tr>
<td>Bank branch code</td>
<td>7171-001</td>
</tr>
<tr>
<td>SWIFT code</td>
<td>DBSSSGSG</td>
</tr>
<tr>
<td>Bank address</td>
<td>12 Marina Boulevard, DBS Asia Central @ Marina Bay Financial Centre Tower 3, Singapore 018982</td>
</tr>
</tbody>
</table>

Please submit the self-assessment form for Goods and Services Tax (GST) if you are contracting from outside Singapore.
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) the 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;
e) the [Additional Terms], which shall prevail in the event of an inconsistency with the below documents; and
f) the [Sponsorship Terms];
g) the [Advertising Terms],
(collectively, the “Contract Documents”) which the Exhibitor shall obtain from the Event Organiser. The Event Organiser’s acceptance of the 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
Name/Designation:
Date:

Company Stamp (if any)

SECTION 8: EVENT ORGANISER’S CONFIRMATION

The above application is ACCEPTED/REJECTED by the Event Organiser.

Salesperson:

Name: ________________________ Signature: ________________________ Date: ________________________

Participant Fees

Sub-total (before GST)

<table>
<thead>
<tr>
<th>Sub-total (before GST)</th>
<th></th>
</tr>
</thead>
</table>

GST (if applicable)

<table>
<thead>
<tr>
<th>GST (if applicable)</th>
<th></th>
</tr>
</thead>
</table>

Total (including GST, if applicable)

<table>
<thead>
<tr>
<th>Total (including GST, if applicable)</th>
<th></th>
</tr>
</thead>
</table>
SELF-ASSESSMENT FORM FOR GOODS AND SERVICES TAX (GST)
(applicable for non-Singapore entity submitting their registration form for Singapore-based exhibition)

DETAILS:
Name of Exhibitor: 
Name of authorised signatory: 
Country of incorporation/registration: 
Company registration no.: 

This self-assessment form has reference to Section 21(3) (Zero-rating for Exports and International Services) of the Goods and Services Tax Act (Cap. 117A, Singapore Statutes) and is used to assist the Event Organiser to assess and determine the flow of services and benefits which will be subject to the prevailing GST rate or zero-rated GST.

<table>
<thead>
<tr>
<th>S/N</th>
<th>Questions</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Are you contracting in your business capacity?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>If NO: Individual is not entitled for GST waiver.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If YES: Please answer S/N 2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Is your business establishment or fixed establishment located in Singapore and nowhere else (apart from your own country)?</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Is the contract to be signed by the Singapore establishment benefitting the local (Singapore) entity?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>If NO: Please answer S/N 4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If YES, the services is standard-rated.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>If you have no business or fixed establishment in Singapore, is there any entity legally constituted in Singapore (e.g., representative office, branch, subsidiary, etc.)?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>If NO, the services is zero-rated.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If YES: Please answer S/N 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>If your company has such establishment both in Singapore and outside of Singapore, is the contract to be signed off directly benefitting the overseas entity?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>If NO, the services is standard-rated.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If YES, the services is zero-rated.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby declare that the above statements are true to the best of my knowledge.

Signature of authorised signatory of Exhibitor
Date:
EXHIBITOR TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1. Unless the context otherwise requires, 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/it 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 corporate partnership, trust, partnership 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) ownership or control of at least 20% of the voting rights of such Party or (ii) the right to exercise or control the voting or other rights of such Party.

(c) "Applicable Laws" means all laws, regulations, statutes, by-laws, ordinances, rules, municipal by-laws, or any other similar laws, by-laws, rules or regulations of any government, municipality, state or local governmental authority having jurisdiction over the Event, or any subdivision thereof, or any applicable law, rules or regulations, or any judicial or administrative determination or decision of any court or administrative body.

(d) "Applicable Terms and Conditions" 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) "Constellation Group" means Constellation Holdings Pte. Ltd. and its related corporations (as defined in the Companies Act (Cap. 50, Singapore Statutes)) which includes inter alia[1] the Event Organiser.

(h) "Contract" and "Contact Details" 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, partners, speakers, sponsors, partners, 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 interruptions, technical and computer-related faults and breakdowns, server outage, website vandalism, computer virus invasion or attack, hacker attack, temporary or permanent website closures or shut-downs (caused by governmental control or otherwise), mechanical or other defect or breakdown, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental order, decree, restraint or regulations, restriction or orders of civil defence or military authorities, war, riot or civil disturbance or commotion, sabotage, act of terrorism, strike, boycott, protest or other significant labour dispute or disturbance, absolute or partial requisition for the Event by the Event Organiser in relation to manpower, fuel, materials, electricity, water, and any other essential goods, repair or maintenance of property, strikes notified to any third party or otherwise.

(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 space fees, any other additional or optional fees, and any other 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 Event" 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 in this Agreement to any of these Exhibitor Terms and Conditions shall include all amendments, additions and variations thereto agreed between the Parties.

1.5. The singular shall include the plural and vice versa. Words importing any gender includes the other gender. The words "other" and/or "including" 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 trust, a joint venture, an unincorporated organization and a government or governmental entity or any agency, department or political subdivision thereof. Reference to "third party" shall mean any person other than the other Parties.

2. BOOKEO 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 entries, passageways and/or exits from and to any physical space booked (including the Booked Space) at the Venue;

(c) change the location and or/ rearrange and/or remove items, 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 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 Constellation Group; (b) is of such standard that it detracts from the character and/or quality of the Event; (c) promotes political or ideological content; (d) promotes any group, association, or community or other similar group; or (e) displays any obscenity, inappropriate or objectionable material.

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 held by third parties.

3. ADMISSION

3.1. The Event Organiser reserves the right to charge an 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).

5.1. POSTPONEMENT, SUSPENSION OR VARIATION OF EVENT

5.1.1. The Event may be postponed, suspended or cancelled (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 Event.

5.1.2. 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 release 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 remaining unpaid fees for the Postponed Event. For avoidance of doubt, Postponed Event includes the next edition of the Event (if the context requires).

5.1.3. 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 THAT ALWAYS the Event Organiser shall be entitled to appropriate and/or retain Accrued Expenses.

5.1.4. 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 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) the Participation Fees (if paid) shall be 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 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

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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) any 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) Date(s); (c) 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 and clear of any applicable bank fees and/or administrative charges. All monies owed by the Exhibitor to the Event Organiser under the Contract (or Part thereof) shall be made in full, without set-off, deduction, counterclaim or any other deduction or withholding, and shall be paid directly to the Event Organiser’s account(s) specified on the Exhibitor’s invoice(s).

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 deemed to be 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 under the Contract between the parties 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; or (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.

7.3. If the Exhibitor is in breach of any Applicable Laws, the Event Organiser shall 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. If the Exhibitor fails to comply with the Event Organiser’s Marks and Event Materials, this may lead to adverse consequences for both the Event Organiser and for the Exhibitor, 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 good any outstanding sums due under the Contract with interest; (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 (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 not affect 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 of 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 Event Organiser’s Marks in relation to or in connection with the Event, including without limitation (a) for the Event Organiser to fulfil obligations under the Contract including to publicise the Event Organiser’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 Event Organiser’s Marks on any Event Materials or Venue.

8.4. All intellectual property rights, including without limitation, patents, copyrights, 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 vested 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 Marks only in accordance with any guidelines notified by the Event Organiser from time to time.

8.7. The Event Organiser’s Marks shall not be altered in any manner that will or intend to change the Event Organiser’s ownership or title to the Event Organiser’s intellectual property. The Event Organiser 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, claims, damages, costs, claims, damages, deficiencies, 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 loss, 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 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, however 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 whatsoever occurring, including any loss or damage caused by any other person in the Venue or arising from or in any act, omission, default, misrepresentation 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 or borne by the Event Organiser, unless otherwise notified by 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 $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 workmanship 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 to suffer to be done anywhere the Exhibitor’s insurance policies on the Venue and for the Event and the Venue provider’s insurance policies 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.

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, copy, download, delete, distribute, disclose, licence, grant any right of use or otherwise make available the Event Data, and/or otherwise adversely affect the Event Organiser or its Representatives in any way, to the extent expressly provided herein, all covenants and restrictions and cooperation for the Disclosing Party to pursue such steps and actions to defend against or prevent the Required Disclosure; or (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 deemed 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 such Event (Force Majeure Event), give notice thereof to the other Party(s) (including any other matter constituting 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 suspension 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 other 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 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, that 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-license, 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 Event Organiser. 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 be binding and 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 refusal/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; and (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 Exhibitor and the co-exhibitor shall be jointly and severally liable for their obligations under the Contract.

19. SEVERABILITY

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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.

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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 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 the time-period stipulated above, 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 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”):
      (iii) 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 months 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 within the time-period stipulated above, 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 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 months 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 the time-period stipulated above, the Event Organiser shall refund the DE Retained Amount less Accrued Expenses to the Exhibitor.
SPONSORSHIP TERMS

1. Unless the context requires otherwise, the capitalised terms not defined in these Sponsorship 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.