



## 1. Exhibiting Company Details

Phone \_\_\_\_\_

Website

## 2. Product Category

- ☐ Fitness & Sports Equipment
 ☐ Support Services & Equipment
 ☐ Apparel & Accessories
- ☐ Fitness Centre
 ☐ Nutrition & Supplement
 ☐ Others \_\_\_\_\_
- ☐ Personal/Group Training Services
 ☐ Health / Injury Treatment

### 3. Booth Options

Nett Area :                  sqm    Dimension :                  m x                  m    Booth Number :

- ☐ Space Only (Minimum booking: 30sqm)  
S\$420 per sqm = S\$

- ☐ Shell Booth (Minimum booking: 12sqm)  
S\$520 per sqm = S\$

- ☐
- On-site Marketing = S\$

Goods & Service Tax (GST) (prevailing rate) = S\$

TOTAL = S\$

**SPACE ONLY** includes  
Floor space and listing in website & exhibitor directory

**SHELL BOOTH** includes  
Floor space, carpet, wall panels, fascia with company's name, lighting, discussion table,  
2 chairs, waste paper basket, booth cleaning and listing in website & exhibitor directory

### On-site Marketing:

## Payment Terms

- 50% non-refundable deposit upon booking
  - 50% non-refundable balance to be paid on or before 1 February 2018
- (immediate full payment will be required for applications received after 1 February 2018)
- If the Exhibitor wishes at any time prior to the Exhibition to cancel its Exhibition Space, it shall:
- (a) Provide immediate written Cancellation Notice to the Organiser; and
  - (b) Pay the following cancellation charges, dependent upon the date of receipt of such.

Cancellation Notice by the Organiser:

1. 50% of the total Fees paid or payable by the Exhibitor where the Cancellation Notice is received by the Organiser 100 days before the start of the Exhibition; or
2. 100% of the total Fees paid or payable by the Exhibitor where either the Exhibitor does not provide any Cancellation Notice or where the Cancellation Notice is received by the Organiser on or after the date which falls 100 days before the start of the Exhibition.
3. The Exhibitor shall pay the applicable cancellation charges within 30 days of the date of the Exhibitor's Cancellation Notice or within 14 days of the Organiser's invoice for such sums, whichever is the sooner.

We hereby confirm that we have fully read, understood and agreed with all the terms and conditions specified on this page and the overleaf of this Exhibition Space Contract including Statement clause 14, and we agree to the collection and use of our personal data as outlined in the Statement, including the use and provision of our personal data for direct marketing.

Exhibitor's signature and company stamp \_\_\_\_\_ Date \_\_\_\_\_

### Mode of Payment

By cheque (drawn on a Singapore bank) made payable to:  
**O&A MANAGEMENT PTE LTD**

Or by telegraphic transfer to:

Bank Name: Oversea-Chinese Banking Corporation Limited

Bank Account No.: 712340538001

Bank Swift Code: OCBCSGSG

Bank Address: 65 Chulia Street, OCBC Centre Singapore 049513

Please indicate **"ActiFIT Asia 2018"**, the invoice number and your company's name on all payments.

FOR OFFICIAL USE ONLY

# TERMS AND 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 accepting the offer 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 stall (ready stand) spaces and nonstall (raw) spaces.

"Exhibitors' 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 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 organiser(s) of the Exhibition on 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 Exhibition Centre Operator.

## 2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall, and shall procure that its Representatives shall observe and comply with the Rules and Regulations, copies of which shall be available 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 any reason. If the Organisers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to 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 require about it. An Exhibitor who cancels or reschedules his space reserved shall not receive any refund. Acceptance of any payment made by an Exhibitor does not mean that the application is successful unless and until the booth location has been assigned.

## 4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only (whether in connection with the Organisers and all others authorised by the Organisers) on a non-exclusive basis. The Exhibitor is prohibited to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorised sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and 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 Exhibitor shall not be entitled to any refund. 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 company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed, or (ii) 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 at their sole discretion to change the location of or the venue for the Exhibition, the opening hours of the Exhibition, the term of duration of the Exhibition, the date or dates on 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 application is made in the Application Form, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and 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 on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable. Stall stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval. An Exhibitor who is required to provide 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 at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The cost of such alteration or removal shall be entirely borne by the Exhibitor and any sums of money which have been paid by the Exhibitors 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 Exhibitors, and the Exhibitors 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 exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such 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 dangerous goods (within the meaning of the Protocol Dangerous Goods and any regulations from time to time applicable thereto) in the Exhibition Space.

Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth space. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.

The Organisers reserve the right to remove 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 and 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 such 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 Flora and Fauna ("CITES") or any other international standards, regulations and legislation in respect of ethical slaughtering and conservation of endangered species, including without limitation standards issued by the World Conservation Union ("IUCN") ("Unethical Goods"). The Organisers shall have the right, without recourse, to physically remove any goods which it or any Singapore court or relevant authority deems to be Infringing Goods, Prohibited Goods or Unethical Goods, to cancel the Exhibitor's right of possession and use of the Exhibitor's exhibition 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 or made against the Organisers arising out of the Exhibition of any Infringing Goods or Prohibited Goods or Unethical Goods or any exhibits at the Exhibition.

At such time after the close of the Exhibition as the Organisers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered 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%, accruing on a daily basis and being compounded 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 legal currency of 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 if one or more obligors are incorporated or perform any obligations in the withdrawing member state). If the euro ceases to exist as a legal currency for any reason, the replacement currency to be used for all purposes in connection with this Agreement shall (to the extent permitted by law) be at 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 shall be bound by and must observe these Terms and Conditions in all respects.

Details of Exhibition hours are set out in the Exhibitor 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 Exhibits are all operational and/or displayed (as the case may be), and (c) the Exhibitor is ready and able to conduct business.

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 during the Exhibition period.

The Exhibitor shall be responsible and liable for obtaining appropriate consents to and licenses for the use of all intellectual property rights in any Exhibits or other materials used in connection with the Exhibition.

Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with 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 so as 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 film, video tapes, sketchbooks, camera phones and digital storage devices.

Should the Exhibitor or its Representatives 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 medium and shall indemnify the Organisers for any infringement of third party IPR by the Exhibitor.

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 or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record images in breach of the above rule, including without limitation, the IPR in the images and the Exhibitor's obligation to execute the same in its name and on its behalf and as its attorney.

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The Organisers total liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising in connection with this Contract shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with which 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 consents, approvals, licences and the like as may be requisite to 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