

RT11 EXHIBITION TERMS & CONDITIONS

1. TERMS OF REFERENCE

For the purposes of the terms and conditions herein, the term “the Organiser” shall mean **ROUNDTABLE ON SUSTAINABLE PALM OIL (RSPO)**.

The “Conference” herein refers to The 11th Annual Roundtable Meeting on Sustainable Palm Oil & The 10th Annual General Assembly of RSPO Members (RT11 & GA10).

The “Event Venue” refers to the Santika Premiere Dyandra Hotel and Convention Medan.

The “Conference Date” refers to 11 - 14 November 2013.

2. APPLICATION AS AN EXHIBITOR

The submission of the Exhibition Booth Form (“Form”) shall be deemed acceptance of the terms and conditions of herein by the Exhibitor. The application procedure is complete only when the Form and full payment are received by the Organiser.

The Organiser shall reserve the right to refuse any application and shall give the Exhibitor a notice in writing on the reason for the refusal of the application within ten (10) days from the date of such refusal.

Exhibitor Representative

The Exhibitor must name one contact that will be responsible for all event administration.

RT11 Exhibition Opening Hours

11 November 2013	5:00 pm - 8:00 pm
12 November 2013	8:00 am - 6:30 pm
13 November 2013	8:00 am - 6:30 pm
14 November 2013	8:00 am - 6:00 pm

Please be at your booths at least 15 minutes before the start of the Exhibition. Booths must always be manned and easily accessible during these times. The Organiser reserves the right to change the Conference Date and/or times and the Conference Venue. Exhibitors will be notified of the changes.

3. SUBMISSION & PAYMENT

Deadline for submission of Exhibitor Booking Form: **1 October 2013**

Deadline for submission of payment (in full): **8 October 2013**

Payment may be made by corporate/company cheque or bank draft made payable to **RSPO SECRETARIAT SDN BHD**

Telegraphic transfers are also accepted, however, all finance charges are borne by the Exhibitor. A copy of the bank-in slip must be faxed over at +603-7727 9458 as proof of remittance.

Details of bank account:

PAYABLE TO:	RSPO SECRETARIAT SDN BHD
Bank:	HSBC
Bank Name:	HSBC Bank Malaysia Berhad
Account No:	359-304326-102
Bank Address:	Level 1 Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Malaysia
Tel:	+603 2050 7676
Branch:	Damansara Heights
SWIFT Code:	HBMB MYKL

For avoidance of doubt, the payment to the Organiser excludes all applicable taxes including withholding tax which is to be borne by the Exhibitor.

4. ALLOCATION AND USE OF EXHIBITION SPACE

- a) Allocation of space is made by the Organiser. Whilst all reasonable efforts will be made to accommodate the request of the Exhibitor, the Organiser reserves the right to alter or change the booth allocation without prior notice. Availability of booth is on a first-come-first-serve basis. All Exhibitors are required to adhere to the RT11 Exhibitor Manual. A copy of the RT11 Exhibitor Manual will be provided to the Exhibitor.
- b) The Organiser also reserves the right to change the space allocated when it deems necessary in the general interest of the Conference Event.
- c) The Exhibitor shall not assign, sublet or share the space allocated or use any space at the Event Venue other than that allocated without the prior written consent of the Organiser.

- d) All activities must be confined to the allocated space.
- e) No Exhibitor shall be permitted to exhibit unless he has paid all fees prior to the Conference Event.
- f) Non-payment of fees will be deemed voluntary withdrawal and Clause 5 of the terms and conditions herein will apply to the remaining fees.

5. CANCELLATION POLICY

- a) All cancellations must be in writing. Please adhere to the following deadlines in accordance with RT11 Cancellation Policy.

Cancellation received by **1 October 2013**: 50% of total amount

Cancellation received after **1 October 2013**: No refund

The Exhibitor will also be responsible for paying any charges to third parties incurred as a result of the cancellation.

- b) If the Exhibitor does not make full payment when due under the terms of this contract, the Organiser may terminate this exhibit space held for the Exhibitor and the Exhibitor shall be responsible for payment to Organiser for all amounts which does not exceed the exhibition fees and would have been due to the Organiser under the terms of subsection above, if the Exhibitor had cancelled this exhibition space as of the date of such default. All other provisions of the terms and conditions herein will continue to be in force until it is cancelled by the Organiser.
- c) The Exhibition may be cancelled by the Organiser as a result of any reasons, which in the opinion of the Organiser make it commercially prudent to do so and/or due to circumstances beyond its control. In such an event, all fees paid by the Exhibitor will be refunded. The Exhibitor agrees that under these circumstances he will have no further claim against the Organiser.

6. TRANSPORT OF EXHIBITS

- a) The Exhibitor shall bear the responsibility and expenses for the transport of exhibits to the Event Venue.
- b) The Exhibitor shall make their own arrangement for storage and warehousing for their exhibits and packaging materials before, during and after the event.
- c) The Exhibitor shall remove their exhibits and decorative items from the Event Venue within the

period stipulated by the Organiser and shall indemnify the Organiser for any loss by reason of delay or damage to the Event Venue caused by the exhibits and/or decorative items.

- d) The Exhibitor shall abide by all customs formalities and bear applicable taxes in respect of his exhibits and materials brought into the country before and after the event.
- e) Storage facilities for Exhibitors will be made available at the Event Venue. Please contact the Event Venue for further details regarding delivery.

7. UNDESIRABLE ACTIVITIES

- a) The only goods displayed must be those used during the normal course of business. Sales by auction are prohibited. Betting, gaming and other activities that will, or may violate alcohol, music, dancing and similar licenses or other permissions relating to the Event Venue are prohibited.
- b) Provisions for souvenirs, memorabilia or merchandise for either purchase or as premiums for free at or through booths is strongly discouraged.
- c) The use of audio visual aids, if required, should be disclosed at the application stage, in order to facilitate required support from the venue and/or Organisers.

8. CHANGE OF CONFERENCE DATES, SPEAKERS, PROGRAMME CONTENT AND VENUE

The Organiser reserves the right to change the Conference Date, speakers, programme content and the Conference Event should circumstances so require. The Organiser, its sub-contractors, agent and/or employees have the right to immediately alter or cancel the Conference or any arrangements, timetables, plans or other items relating directly or indirectly to the Conference. Save for as set out in Clause 5(c) above, the Exhibitors shall not be entitled to any compensation for damages that result from such alteration or cancellation.

9. FORCE MAJEURE

The Organiser shall not be liable for any delay or failure to perform its obligations under the terms and conditions herein caused by circumstances beyond the control and without the fault or negligence of the Organiser including war (declared or undeclared), natural disaster, acts of God, fire, blockades, earthquakes, acts of terrorism and matters beyond the Organiser's reasonable control. The Exhibitor agrees that under these circumstances he will have no further claim against the Organiser.

10. SECURITY

The Exhibitor warrants that nothing which he, his servants or agents shall do in or for the Event shall contravene any law or regulations, encroach upon third parties rights, or pose any exceptional danger or risk which has not been previously disclosed to the Organiser with sufficient precautionary measures taken.

11. FIRE PREVENTION AND OTHER REGULATIONS

All Exhibits, materials and fittings used or displayed in the stand must be properly fireproofed and be in accordance with all applicable fire prevention and building regulations. The Exhibitors' display shall not obstruct the view of other Sponsors/Exhibitors nor be in any manner objectionable to the general interest of the Event and other Sponsors/Exhibitors or cause any annoyance or nuisance to other Sponsors/Exhibitors.

The Organiser reserves the right to issue such directions as it may deem necessary to the Sponsors/Exhibitor on remedying a breach of this term. The Exhibitor shall comply with such directions forthwith.

12. ELECTRIC LIGHTING AND POWER

All orders for electrical works must be placed with the Official Contractor. The Exhibitor is responsible for settling any payments directly with the Contractor. Lighting must be still (non-flashing) and direct lighting must be shielded to avoid causing a nuisance.

13. EXHIBITOR PASSES

Every 3m x 3m booth comes with two (2) exhibitor passes (for access to Exhibition Area, Welcome Reception, Lunches & Coffee Breaks only). These badges must be worn at all times. Please note that these Exhibitor passes do not provide access to the Main Conference Hall.

The Exhibitor must provide the names of personnel requiring badges by 15 October 2013. The Organiser reserves the right to refuse admissions or remove any person from the Exhibition at its absolute discretion, without incurring any liability whatsoever. This will include anyone deemed drunk, disorderly, under the influence of drugs, other than that medically prescribed, or whose dress appearance or general behaviour is liable to disturb any Exhibitor or persons attending the Exhibition.

14. NOISE LEVEL

Noisy or obstructive work and noisy operating displays or exhibits are not permitted.

15. ACCESS TO THE EXHIBITION AREA

Exhibitors will be permitted to have access to the Exhibition Area on 11 November 2013 for set-up. (Please note that the Organisers reserve the right to adjust the time as deemed necessary. Exhibitors will be given ample notice to prepare for move in and set up)

16. INDEMNITY AND LIMITATION OF LIABILITY

a) *Indemnity*

The Exhibitor shall indemnify the Organiser against any loss, costs, damage, injury, expenses and liabilities whatsoever which the Organiser incurs in respect of loss, destruction or damage to property which arises directly or indirectly out of the participation in the Exhibition by the Exhibitor or its agents, contractors, employees or any other person for whom the Exhibitor is responsible.

b) *Limitation of Liability*

The Organiser, its agents and employees shall not be liable for any loss, theft, damage or injury to any persons or any property during the course of the Exhibition howsoever arising. Information given by the Organiser is accurate to the best of its knowledge and any mistake or omission does not entitle the Exhibitor to cancel his booking.

17. VENUE AND VENUE PROPERTY

The Exhibitor shall take all necessary precautions to prevent any harm done to the Event Venue and property of the Event Venue. The Exhibitor is liable to compensate the Organiser for any damage done to the Event Venue or property of the Event Venue.

18. REFUSAL OF ADMISSION

The Organiser shall reserve the right to refuse any person admission to the Event Venue or in the general interest of the Event Venue and shall inform the Exhibitors of the reason(s) of such refusal.

19. VENUE REGULATIONS

Exhibitors shall abide by the Rules and Regulations of the Event Venue. Failure to comply with the Rules and Regulations will constitute grounds for breach of the Agreement. A copy of the Rules and Regulations may be obtained from the Organiser.

20. BREACH OF AGREEMENT

In cases where the Exhibitor fails to observe and perform any of the terms and conditions herein, the Organiser shall reserve the right to refuse performance of all its obligations towards the Exhibitor and all fees paid by the Exhibitor to the Organiser will be forfeited. Exhibitor shall furthermore indemnify the Organiser for all losses and damages resulting from such failure in observing or performing the terms and conditions herein.

21. INTERPRETATION, GOVERNING LAW AND JURISDICTION

Interpretation of the terms and conditions herein lies solely with the Organiser. The terms and conditions herein shall be governed by and construed according to Indonesian laws. The parties hereto hereby agree to submit to the exclusive jurisdiction of the Indonesian courts.

22. SUCCESSORS IN TITLE AND LAWFUL ASSIGNS

The terms and conditions herein shall be binding upon the parties, its successors in title and lawful assigns.

23. ANY OTHER REGULATIONS

Exhibitors are required to study, understand and adhere to all rules and regulations as stipulated in the RT11 Exhibitor Manual, a copy which will be sent to Exhibitors once a booking is made.