

## 6. Exhibition Terms and Conditions

### ITB Asia 2011



#### 1. Event and Organizer

ITB Asia is organized by Messe Berlin (Singapore), at Suntec Singapore.

#### 2. Dates and Times

- a) Duration of ITB Asia 2011: Wednesday, 19 October - Friday, 21 October
- b) Daily opening hours: 10:00 a.m. – 6:00 p.m.
- c) Deadline for application: 13 May, 2011
- d) Submission of building plans: 1 September 2011
- e) Orders for entries in the catalogue (company names and addresses of exhibitors): 1 July 2011
- f) Commencement of construction: 17 October 2011
- g) Commencement of dismantling: after 6 p.m. on the final day of the exhibition
- h) Conclusion of dismantling: 22 October 2011
- i) Other important dates regarding applications and orders can be found in the following folders:
  - Exhibitor Service Manual
  - Advertising Services

#### 3. Application

Applications can only be made by using the official stand applications forms. Applicants are requested to fill in the forms carefully, preferably typed. Receipt of the application form does not imply any subsequent entitlement to participate in the exhibition.

Applications received after the application deadline can only be considered in case of remaining available spaces. The application is binding. To permit automated processing of applications, the details submitted will be filed in a data storage system and may be passed on to third parties as required to fulfill the agreement.

#### 4. Stand Rental

Minimum stand size 9 sq.m.

The prices include the rent for the exhibition space for the entire duration of the event, the registration fee, a specific number of exhibitor and construction/dismantling passes, the use of all general technical and service

facilities in the fair halls like hall lighting, ventilation, air conditioning and cleaning of the aisles.

The prices do not include electricity and water utilisation on the stand.

**Maximum two co-exhibitors may be registered per 9 sqm.**

##### 4.1 Raw space (18 sqm and above)

Row stand (area only)  
US\$ 3,590 / 9 sqm

Corner stand (area only)  
US\$ 3,960 / 9 sqm

Peninsula stand (area only)  
US\$ 4,610 / 9 sqm

Island stand (area only)  
US\$ 5,430 / 9 sqm

Two-storey stands will be subject to an additional charge of US\$ 100 for each square meter of upper structure.

##### 4.2 Complete stands

It is mandatory to choose a complete stand package when renting 9 sqm.

Basic Package Scheme  
US\$ 3,660 / 9 sqm

Premium Package Scheme  
US\$ 4,400 / 9 sqm

##### 4.3 Small and Medium Sized Exhibitor Special

In fulfilling the following requirements, exhibitors can qualify for this participation option

- number of employees
- private legal entity
- no franchise

US\$ 1,000.

Detailed information about this special product can be found on page 4.

All of the above prices are subject to 7 % (GST). Due to the Singapore legislation, Messe Berlin (Singapore) Pte. Ltd. is obliged to charge GST.

#### 5. Appointments

Per 9sqm each exhibitor receives one set of appointments (of up to 45 appointments). The Match Making System helps to match the supply and demand of both the buyers and exhibitors. However, as a technical facilitator, Messe Berlin (Singapore) cannot be held responsible if buyers are not interested to meet up with some of the exhibitors and thus exhibitors may not be able to get their targeted number of appointments. A certain number of accepted appointments is not guaranteed, neither 45 nor any other number of targeted appointments.

The exhibitor agrees to indemnify both Messe Berlin (Singapore) and its Secretariat against non fulfilment of exhibitor's target number of appointments.

Additional sets of appointments can be purchased at US\$ 300 each. Please note that with each purchased set an additional listing is required (US\$ 100).

#### 6. Cancellation

**If exhibitors withdraw after the official application deadline, 15 May, 2011, a charge equivalent to 20% of the stand rental will be payable. This increases to 30% for withdrawals after 15 July, 2011, and after 15 September, 2011 the full stand rental is payable.**

#### 7. Terms of payment

The period of payment is specified in the stand rental invoice.

Please quote invoice number and client number. All payments should be made to one of the accounts indicated on the invoice. Exhibitors are to pay all money remittance charges on top of the rental charges.

**In no circumstances will the exhibitor be permitted to erect or occupy a stand or site if the participation cost has not been paid in full.**

#### 8. Official Catalogue

An official catalogue will be issued; the Organisers do not accept any responsibilities for any omissions, misquotations or other errors, which may occur in the compilation of this catalogue.

#### 9. Regulations Governing Halls and Indoor Places

##### a) Night work ban and early stand set-up

There is a general night work ban during the set-up and dismantling phases. The work period is from 8:00 a.m. - 10:00 p.m.

##### b) Events at the stand must be registered using the appropriate form in the Exhibitor Service Manual. According to the size of the event, the exhibitor is charged extra costs for additional security personnel (compulsory)

and additional services, e.g. barriers, personnel for providing sanitary fittings, checkroom, sanitary services, etc. The technical department will coordinate with you on the details.

**Events can take place at the stand from 10:00 a.m. - 10:00 p.m.**

- c) Direct sale like food, drinks, typical souvenir at ITB Asia is not permitted.
- d) Product presentations and events during the trade show may not be so loud as to disturb other exhibitors. In order that exhibitors can conduct meetings and appointments undisturbed, the voice level resulting from presentations on the stand must remain below 60 decibels.
- e) Advertising of all kinds is only permitted within the exhibitor's official stand area.
- f) No information material of a political nature may be distributed in the form of posters, information material etc.  
Moreover, no political statement may be included in the design and decoration of the stands.
- g) It is forbidden to stick posters and other stickers on the wall and the floor outside the hired stand.
- h) No animals are admitted to the exhibition grounds.
- i) Exhibitors must comply with Messe Berlin (Singapore) Pte. Ltd. and Suntec Singapore Rules & Regulations, technical guidelines including operation, fire safety, construction. For further details on the Rules & Regulations please refer to the Exhibitor Service Manual.  
Exhibitors must also comply with rules and regulations as specified by work and safety laws of Singapore.

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#### 10. Installations, partition walls

Installations of electricity and water, partition walls, according to requirements, must in all cases be expressly ordered (see Exhibitor Service Manual).

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#### 11. Exhibitors Passes

Exhibitors receive two badges free for stands of 9 sq.m. and two for each additional 9 sq.m. or fraction thereof. Additional exhibitors passes may be purchased, up to 2 per 9 sqm, at US\$ 90.

It is not permitted to use the pass to give another person access to the exhibition ground.

Lost, forgotten passes will not be replaced.

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#### 12. Admission for exhibitors

Exhibitors passes provide access to the exhibition grounds from 09:00 a.m. - 7:00 p.m.

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#### 13. Change of the form of company

The lessee undertakes to notify the lessor immediately about any change in the form of the company (merger of transformation), even if the change only affects the legal form, with no devolution of property. The obligation to provide such information also applies to links between companies and structural changes to the company's legal form (changes in holdings resulting from the inclusion or withdrawal of shareholders and holdings by the lessee in other or previous companies which have or have had a contractual relationship with Messe Berlin (Singapore) etc.

In the above cases the lessor is entitled to withdraw from the rental agreement with immediate effect. Any down payments made up to that time will be reimbursed. No claims for damages by the lessee will be entertained, regardless of their legal basis.

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#### 14. Copyright Fees / Licenses & Permits

Permission must be obtained for all public presentations by copyrighted music, either on records or other sound carriers or for musical presentations involving the reproduction of radio or television broadcasts. (Please note item 7. b).

Applications should made to:  
Composers & Authors  
Society of Singapore Ltd.  
(Compass Ltd.)  
37 Craig Road  
Singapore 089675  
Tel. (65) 6232 6630  
Fax (65) 6232 6639

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#### 15. Terms of Business

The enclosed Regulations contained in the Exhibitor Service Manual apply to these Special Conditions of Participation as well as the General Terms of Business for Trade Fairs and Exhibitions by Messe Berlin (Singapore).

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#### 16. Federal Data Protection Law (BDSG)

Personal data about anyone with whom we are involved in business will be stored and processed in accordance with §§ 28 and 29 BDSG within the terms of the contractual arrangement.

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# 7. General Terms of Business for Trade Fairs and Exhibitions organised by Messe Berlin (Singapore) Pte. Ltd.

## General Regulations

1. Applications
2. Joint Exhibitors
3. Conclusion of the Agreement
4. Allocation of Stands
5. Exhibits
6. Terms of Payment
7. Liability, Insurance
8. Withdrawal from the Contract
9. Force Majeure
10. Workers and Exhibitors Passes
11. Photographs and Film, Video and Sound Recordings
12. Advertising
13. Official Approval, Legal Regulations, Technical Guidelines
14. Regulations for the Maintenance of Order

## Stand Construction

15. General Regulations, Deadlines
16. Stand Design

## Other Services

17. Exhibitor Service Manual
18. General Inspection, Cleaning
19. Technical Installations
20. Photography
21. Catering Services
22. Data Protection

## Concluding Regulations

### 1 Applications

#### 1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked "Application Form". This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Messe Berlin (Singapore), to which the exhibitor is committed until the commencement of the event.

#### 1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,
- b) the Special Conditions of Participation,
- c) the Regulations as contained in the Exhibitor Service Manual,
- d) the General Terms of Business.  
Where there is conflict between these various regulations they shall apply in the order listed above.

#### 1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of

Business and Conditions of Participation, as well as the Regulations contained in the Exhibitor Service Manual. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

### 2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Messe Berlin (Singapore) on their behalf. The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Messe Berlin (Singapore).

### 3 Conclusion of Contract

#### 3.1 Confirmation of Order

Messe Berlin (Singapore) will confirm its decision to accept an offer with a written confirmation of order (acceptance of the exhibitor and the exhibits for which application has been made).

#### 3.2 Restrictions on the Exhibitor and Exhibits

If relevant grounds exist, and in particular if there is insufficient space, Messe Berlin (Singapore) may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

#### 3.3 Deviations from the Application

If Messe Berlin (Singapore) accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

### 4 Allocation of Stands

#### 4.1 Principle

In allocating the stand Messe Berlin (Singapore) will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. Messe Berlin (Singapore) will endeavour to meet specific requirements for stand locations wherever possible.

#### 4.2 Changes to Adjoining Stands

The exhibit should accept that changes may take place in the situation on other stands at the beginning of the event, compared with

the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

#### 4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with Messe Berlin (Singapore).

### 5 Exhibits

#### 5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Messe Berlin (Singapore). Exhibits may only be replaced by other items if written agreement has been obtained from Messe Berlin (Singapore), and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

#### 5.2 Exclusions

Messe Berlin (Singapore) is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, Messe Berlin (Singapore) is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

#### 5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Exhibitor Service Manual contains further details.

#### 5.4 Protection of Copyrights and Patents

It is the responsibility of the exhibitor to ensure that copyrights and other laws governing industrial patents in Singapore are complied with.

### 6 Payment Conditions

#### 6.1 Date when Payment becomes Due

According to the confirmation of order, the stand rental is up until the Messe Berlin (Singapore) bank accounts listed on the invoice. These payments must be made within the time period specified in the special conditions of participation and be annotated with the invoice and customer number. The amounts are due for payment at the time the

invoice is issued. A final invoice will be sent after the event ends.

**6.2 Transfer of Claims, Offsetting Claims**  
Claims against Messe Berlin (Singapore) are not transferable. Claims may only be offset in the case of uncontested counter-claims or counter-claims which have been ruled valid.

**6.3 Objections**  
Objections to invoices will only be considered if submitted to Messe Berlin (Singapore) in writing within 14 days following issue of the invoice.

**6.4 Hirer's Rights of Lien**  
In order to secure any claims it may have, Messe Berlin (Singapore) shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Messe Berlin (Singapore) is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

## **7 Liability, Insurance**

**7.1** Messe Berlin (Singapore) assumes full liability for all damages resulting from intention or gross negligence on the part of Messe Berlin (Singapore), its legal representatives or managing staff.

**7.2** Messe Berlin (Singapore) is fundamentally liable for damages caused due to gross negligence on the part of assistants employed by Messe Berlin (Singapore). This liability is limited to damages that are generally associated with this type of contract.

**7.3** Messe Berlin (Singapore) is fundamentally liable for every breach of contract with regard to major contractual obligations. Major contractual obligations are defined as those that are vital to achieving the objectives of the contract (cardinal obligations). For breaches of cardinal obligations, provided they do not fall under Section 7.1, liability is limited to damages that are generally associated with this type of contract.

**7.4** The limits of liability according to Paragraphs 1 through 3 do not apply to liability for insufficient warranted quality, liability according to German product liability laws, and liability for loss of life, limb, or health.

**7.5** Messe Berlin (Singapore) is not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.

**7.6** The exhibitor is liable in accordance with legal regulations. It is recommended

that exhibitors carry sufficient insurance. For further details, see the Exhibitor Service Manual.

## **8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Messe Berlin (Singapore)**

**8.1 Cancellation, Non-participation on the Part of the Exhibitor**  
The full stand rental charge shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, Messe Berlin (Singapore) retains the right to demand 25% of the invoiced stand rental charge from the original lessee to cover costs. The full stand rental must be paid when Messe Berlin (Singapore) Pte. Ltd. rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation. The lessee retains the right to submit evidence to prove that no such costs were incurred by Messe Berlin (Singapore), or that they were lower than stated. The right to assert additional claims remains unaffected.

**8.2 Withdrawal by Messe Berlin (Singapore)**  
Messe Berlin (Singapore) is entitled to withdraw under the following circumstances:

- a) if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;
- b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours of the official opening;
- c) if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if Messe Berlin (Singapore) subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform Messe Berlin (Singapore) immediately in such circumstances.

In that cases, referred to above, Messe Berlin (Singapore) is entitled to claim damages. No. 8.1 may be applied accordingly.

## **9 Force Majeure**

**9.1 Cancellation of the Event**  
If Messe Berlin (Singapore) is prevented from holding the event for reasons outside its own control or that of the exhibitor, all claims to the stand rental become void. However, Messe Berlin (Singapore) may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

**9.2 Rescheduling of the Event**  
If Messe Berlin (Singapore) is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

**9.3 For Events that have Already Commenced**  
If Messe Berlin (Singapore) is obliged to shorten or cancel an event that has already begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

## **10 Exhibitors Passes**

**10.1 Exhibitors Passes**  
Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Additional details can be found in the conditions of participation.

**10.2 Regulations Applying to Both Types of Passes**  
Passes are issued in the holder's name, or must be filled in correctly by the holder, who should also sign them. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

## **11 Photographs and Film, Video and Sound Recordings**

Messe Berlin (Singapore) is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the press or television with the approval of Messe Berlin (Singapore).

## **12 Advertising**

### **12.1 Scope**

Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor's own company, and only for exhibits manufactured or distributed by the exhibiting firm.

### **12.2 Approval**

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Messe Berlin (Singapore). Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

## **13 Official Approval, Legal Regulations, Technical Guidelines**

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with performing rights regulations, as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements. Moreover, exhibitors must observe the "Technical Guidelines" as specified in the Exhibitor Service Manual, in particular with regard to the regulations contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

## **14 Regulations for the Maintenance of Order**

### **14.1 Domiciliary Rights**

During the event exhibitors are subject to the domiciliary rights of Messe Berlin (Singapore) and Suntec Singapore, which apply throughout the Exhibition grounds. Exhibitors must comply with instructions given by employees of Messe Berlin (Singapore) and Suntec Singapore, who will prove their iden-

tity by means of an appropriate identification document.

### **14.2 Parking Spaces**

The parking spaces offered through Suntec Singapore are available to exhibitors and need to be paid individually. Messe Berlin (Singapore) is not responsible for any vehicle parked in Suntec's parking facilities.

### **14.3 Access to the Exhibition Grounds**

Vehicles which do not have the correct authorisation or a document entitling them to park within the Exhibition Grounds will not be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the conditions of participation.

### **14.4 Leaving the Grounds**

Exhibitors and accompanying persons must leave the halls within one hour following the official closing time each day. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

### **14.5 Miscellaneous**

No animals are permitted on the Exhibition Grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

### **14.6 Environmental Protection**

Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental Guidelines of Messe Berlin (Singapore) which are enclosed with the Exhibitor Service Manual.

## **15 General Regulations, Deadlines**

### **15.1 Deadlines**

The construction and dismantling periods will be specified in the Special Conditions of Participation.

### **15.2 Construction, Services for Exhibitors**

The Exhibitor Service Manual contains a list of services available from companies authorized by Messe Berlin (Singapore), regarding planning, construction and design of stand and individual stands.

### **15.3 Dismantling Period**

Stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling

period. On expiry of this period Messe Berlin (Singapore) is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Messe Berlin (Singapore) will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Messe Berlin (Singapore) is entitled to impose liens to cover any expenses thus incurred.

## **16 Stand Design**

### **16.1 Authorization Certificate**

Exhibitors with ground-level, single-story stands without roofs are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand, or special constructions require approval. Construction plans (floor plan and front view) must be submitted in duplicate to Messe Berlin (Singapore) for approval.

Complete details can be found in the Exhibitor Service Manual.

### **16.2 General Appearance**

The exhibition stand must comply with the overall plan for the exhibition. Messe Berlin (Singapore) reserves the right to prohibit construction of unsuitable or inadequately designed stands.

### **16.3 Stand Equipment and Fittings during the Hours that the Event is Open**

The stand must be correctly equipped and furnished, and staffed by competent personnel throughout the duration of the fair or exhibition, between the stipulated opening times.

### **16.4 Penalty Clause**

If the exhibitor fails to comply with the regulations as stated above (No. 16, Item 2, 3), Messe Berlin (Singapore) is entitled to impose a penalty of US\$ 1,000.00 per day if its instructions and warnings are not heeded.

## **17 Exhibitor Service Manual**

Together with the confirmation of order exhibitors will be supplied with the Exhibitor Service Manual, containing information about the following: Technical guidelines, technical equipment standards in the halls, installations, stand constructions, design and furnishing, as well as about other services at trade fairs provided by Messe Berlin (Singapore), insurance, PR work, the catalogue, room reservations and other services. It also contains the necessary forms.

## **18 General Inspection, Cleaning**

- a) Messe Berlin (Singapore) will provide security cover for the halls. However, it will only be liable for damages in the case of gross negligence. Security cover for the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover against such risks. During the night valuable and easily removed items should be securely locked up. Private security staff to guard the stands during the night-time may only be employed subject to written agreement by Messe Berlin (Singapore).
- b) Messe Berlin (Singapore) will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.
- c) If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by Messe Berlin (Singapore).
- d) The exhibitor or his appointed stand constructor are responsible for disposing of any waste materials resulting from their work. In this respect the rules laid down in the environmental guidelines in the Exhibitor Service Manual must be observed.

## **19 Technical Installations**

Regular supplies of electricity, water, gas and telephone services, along with other services in the halls, will be provided by companies authorised by Messe Berlin (Singapore). Further details are contained in the conditions of participation.

## **20 Photography**

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies thus authorised by Messe Berlin (Singapore) and in possession of the appropriate pass. Such authorisation also applies prior to and after the daily opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Grounds. Information on this matter can be obtained from the Messe Berlin (Singapore).

## **21 Catering Services**

Catering services are provided exclusively by companies authorized by Messe Berlin (Singapore).

## **22 Data Protection**

The exhibitor expressly agrees that Messe Berlin (Singapore) may store, process, or disseminate personal information – including electronically processed data – for business purposes in accordance with Singapore data protection laws.

The exhibitor expressly agrees that Messe Berlin (Singapore) may store, process or disseminate business information – including electronically processed data – as long as necessary to achieve the objectives of Messe Berlin (Singapore) or its affiliates, or to fulfill any other justifiable needs.

## **23 Concluding Regulations**

### **23.1 Changes and Amendments in Writing**

Any changes to the contents of this agreement (No. 1 Item 2), and ancillary agreements, are only legally binding if they have been confirmed in writing by Messe Berlin (Singapore).

### **23.2 Singapore Law**

The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Republic of Singapore.

### **23.3 Place of Performance and Venue**

Place of fulfillment is Singapore. If the defendant is a businessman or a legal entity in the public domain, or if the defendant has no general place of jurisdiction within Singapore, the place of jurisdiction is Singapore or the defendant's own place of jurisdiction.

### **23.4 Statute of Limitations**

Claims by exhibitors against Messe Berlin (Singapore) expire after 6 months if not precluded by cogent legal regulations.

### **23.5 Redemptory Clause**

If any individual provisions in these conditions of participation become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.