

Terms of Participation

1. Definition

1.1 "Exhibition" refers to the VIV Qingdao 2021 to be held at Qingdao Cosmopolitan Exposition (No.3399 Sansha Road, The West Coast New Area, Huangdao District, Qingdao Shandong Province, China) from 15th to 17th September, 2021.

1.2 "Organizer" refers to VNU Exhibitions Asia Ltd. VNU Exhibitions Asia Ltd. will exercise all the rights and perform all the obligations of other organizers under the Terms of Participation on behalf of other organizers.

1.3 "Exhibitor" refers to individuals, enterprises or other organizations that are assigned with certain space by the organizer and display their products or services in this Exhibition.

1.4 "Co-exhibitor" refers to individuals, enterprises or other organizations other than the aforesaid exhibitors that display their products or services at specific booths approved by the Organizer in advance.

1.5 The Organizer or the Exhibitor may be referred to individually as the "Party", and collectively as the "Parties" in this Terms of Participation.

2. Application of participation & acceptance

2.1 All the participation application shall be made through the submission of application form.

2.2 Unless the Organizer changes the date of Exhibition in accordance with the Terms of Participation, all the enterprises, organizations or individuals intending to participate shall submit their signed application form to the Organizer before 15 Aug, 2021. Once the exhibitor has submitted the application form, it shall be deemed as making a participation offer to the Organizers.

2.3 All the exhibits of the Exhibitor shall fall into one of the exhibits catalog of the Exhibition. Otherwise, such exhibits shall not be displayed in the Exhibition.

2.4 The submission of application form by the Exhibitor shall be deemed as having made the participation request and fully accepting the provisions of the Terms of Participation.

2.5 The Exhibitor shall be the manufacturer or distributor of its exhibits, and shall provide the Organizer with authentic documents of certification relating thereto.

2.6 After signing the application form, the Exhibitor shall make the advance payment of the stand cost and the residual payment thereof in strict compliance with the date as stipulated in the application form. The application form for stand and the Contract shall be deemed to take effect once the following conditions are all satisfied: (1) they are signed/chopped by the Exhibitor and sent to the Organizer for application (registration); and (2) the Organizer has sent a letter confirming participation to the Exhibitor, or the Organizer has affixed its seal to the space indicated on the relevant application form, showing that the application has been accepted.

2.7 The submission of the application form and the confirmation of receiving such application from the Organizer shall not constitute the Organizer's approval of application or consent of using the corresponding stand by the Exhibitor. In case that the space or place of the stand applied for by the Exhibitor is inappropriate, the Organizer may adjust the space and place of the stand applied for by Exhibitors subject to the consents of both Parties.

2.8 Without the prior written consent of the Organizer, the Exhibitor shall not move, exchange or share its stand with any third party, or transfer part or all of its stand to third party (other than the Co-exhibitor approved by the Organizer or the company for which the Exhibitor acts as an agent). Except for the specific space of stand the Organizer assigns to the Exhibitor leased by Exhibitors under the Terms of Participation, the Exhibitor shall not take up any other space (including passageway and other stand not used) within in the exhibition hall. The Exhibitor shall only distribute printed materials or make advertisement promotion within the scope of its stand.

3. Co-exhibitors

3.1 In principal, each booth of the Exhibition shall only be used by one Exhibitor who has signed the Terms of Participation.

3.2 If any individual or unit other than the Exhibitor displays its product in the Exhibitor's booth, it shall make special application with the Organizer and obtain the written approval of the Organizer. The approval of Co-exhibitors shall be based on the standards as provided in Article 2. Co-exhibitors shall sign related written commitment to ensure that they will abide by the provisions of the Terms of Participation.

3.3 The Exhibitor shall be liable for the debts and faults of its Co-exhibitors and other companies it represents as if it undertakes its own responsibilities. The Exhibitor shall also provide the lease of the booth and related service for such Co-exhibitors and companies.

4. Payment

4.1 Initial payment of the Participation Fee: the Exhibitor shall pay 50% of the Total Participation Fee within 7 days of receipt of the official invoice sent by the Organizer. The Exhibitor shall pay 50% of the Total Participation Fee within 7 days after the application form has been signed, and 20% should be seen as the exhibition deposit.

4.2 Residual payment of the Participation Fee: the Exhibitor shall pay the remaining 50% of the Total Participation Fee before 15 June, 2021. If the Exhibitor submits the signed application form to the Organizer after 15 June, 2021 and before 15 Aug, 2021. The Total Participation Fee shall be paid in one-off installment by the Exhibitor.

4.3 The applicant or Exhibitor will receive the confirmation notice of the list of other expenses (for example, technology services, promotion materials) from the Organizer, and shall make the foregoing payment within 3 days after receiving the notice.

4.4 The Exhibitor may participate into the Exhibition and use the booth only after it has made full payment of the Total Participation Fee and other expenses.

4.5 In the event that the Exhibitor delays to pay any fees hereunder, and fails to pay in full after receiving demand, then
4.5.1 The Organizer shall have the right to terminate the Terms of Participation, and confiscate the deposit paid by the Exhibitor, and request the Exhibitor to bear the liability in accordance with the Article 5 hereof;
4.5.2 The Organizer shall reserve the right to recover all the fees payable from the Exhibitor.

5. Termination of Contract

5.1 Due to the huge amount of time, manpower and money spent by the Organizers in soliciting exhibitors, promoting the Exhibition and renting exhibition hall, in the event that the Exhibitor expresses its intention of terminating the Contract, no matter whether it has the right to terminate the Contract, the Organizer shall have the right to take the following actions:

5.1.1 Request the Exhibitor to bear the liability in accordance with the provisions of Article 5.4 and Article 5.5, unless otherwise provide under Article 6.2;

5.1.2 Notify the Exhibitor in writing regarding the termination under these Terms of Participation;

5.1.3 Re-rent or use for Organizer purposes the space of the booth originally confirmed by the Exhibitor.

5.2 The Organizer may reserve the right to make claims towards the Exhibitor in respect of its losses.

5.3 The Organizer shall have the right to terminate the Contract in writing in any of the following circumstances:

5.3.1 Where the Exhibitor fails to make payment of the Total Participation Fee or other fees on time, and fails to pay in full after receiving demand from the Organizer;

5.3.2 The Exhibitor violates any clause hereunder, and fails to remedy within the time limit provided by the Organizer.

5.4 For the above reasons provided in this clause, in the event that Participation is terminated by the Exhibitor when there are more than three (3) months prior to the start of the Exhibition, the Exhibitor shall pay 50% of the Total Participation Fee to the Organizer as liquidated damages (if the Exhibitor has made such payment to the Organizer in advance, then the Organizer shall directly confiscate such payment);

5.5 For the above reasons provided in this clause, in the event that Participation is terminated by the Exhibitor within three (3) months prior to the start of the Exhibition, the Exhibitor shall pay in full the Total Participation Fee to the Organizer as liquidated damages (if the Exhibitor has made such payment to the Organizer in advance, then the Organizer shall directly confiscate such payment).

6. Exemption Clause, Force Majeure and Rights Reserved by the Organizer

6.1 Where all or part of these Terms of Participation is unable to perform under force majeure events (i.e. unforeseeable, unavoidable and insurmountable elements, including but not limited to fires, floods or other natural disasters, epidemics, avian influenza, wars, riots, acts of public enemy, terrorism, public behavior, government policies or changes in law, the exhibition hall or the place of Exhibition having electricity interruption, or being unable to use normally for reasons not attributable to the Organizer etc.), during their sustaining period, both Parties shall not bear the indemnification liability arising therefrom (except as provided in Article 6.2). The Party incurred damages shall immediately notify the other Party of such event and shall take all appropriate and legitimate measures to minimize the damages caused by such events.

6.2 In the event that the Exhibition fails to be held at the date and venue specified under these Terms of Participation due to a Force Majeure event, the Organizer has the right to change the date and venue of the Exhibition unilaterally, in which case it shall notify the Exhibitor at least 60 days prior to the start of the changed Exhibition dates. When a written notice regarding any change of the date and place of the Exhibition is sent to the Exhibitor due to a Force Majeure event, it shall be deemed that these Terms of Participation have been changed. If the Exhibitor refuses to attend the Exhibition on the amended date or venue and demands the cancellation of its contract with the Organizer, the Exhibitor shall pay at least 30% of the Total Exhibition Fee to the Organizer in the form of a preliminary preparation covering the Exhibition and incurred losses.

6.3 Where the Exhibition fails to be held or is interrupted or has any changes due to the aforesaid force majeure elements, or any life risk or property risk arises from such elements, the Organizer shall not be held liable for losses, damages or injuries of any nature regardless of how such losses, damages, or injuries occur or who is involved in, except for:

6.3.1 Physical damages incurred by the exhibits due to the willful or gross negligence of the Organizer;

6.3.2 The steal of the exhibits or other damages incur due to the willful or gross negligence of the Organizer.

6.4 Where any third party incurs such losses, damages or injuries due to the failure of participation, negligence, act or failure of performance of the obligations, or the employees, servants, agents, contractors or invited persons of the Exhibitor, the Exhibitor shall ensure that the Organizer is exempted from liabilities.

6.5 In any event, the Organizer shall not be liable for damages, theft and losses of the property, items and exhibits caused by the Exhibitor or its related staffs. The Exhibitor shall be fully liable for the losses incurred by the Organizer or its employees, agencies and management personnel.

7. Control of Acoustic Noise

7.1 The volume of the sound broadcasted or produced by the Exhibitor within the exhibition hall shall not exceed 70 decibel (below 90 decibel within the machine display area) to ensure the Exhibition will be conducted in a professional and undisturbed atmosphere. In case that the Exhibitor refuses to comply with the stipulation of this clause, the Organizer shall reserve the right to take corresponding measures.

8. Booth Set-up and Design

8.1 In case that the Exhibitor who designs and sets up the booth by itself has additional service needs in respect of the design and set-up of the booth, it may contact third parties other than contractors designated by the general meeting to require them to provide services such as booth furniture, decoration, maintenance and infrastructure. The Exhibitor shall fill in and submit to the Organizer all the required forms related to the booth set-up.

8.2 The Exhibitor shall comply with the applicable laws of the People's Republic of China and related management rules of the exhibition hall throughout its set-up of booth by itself, employees or its contractor, and shall ensure all the set-up works and machine works during the set-up process are in compliance with the foregoing stipulation. During the course of setting up the booth, the Exhibitor shall not use water, electricity and gas without permission. Meanwhile, the booth set up by the Exhibitor shall not affect the display effects of other Exhibitors around. In the event that other exhibitors around make reasonable requests, the Exhibitor shall have the obligation to make adjustment or changes to its set-up of booth. Meanwhile, the Exhibitor shall do a good clean-up work for its booth and keep its booth tidy. In addition, the Exhibitor shall report to the Organizer in writing when it cannot set up the booth under such condition. All the exhibitors/builders of raw space booths shall pay a set-up management fee to the builder of the main venue.

8.3 The design and construction of the booth shall conform to the stipulation of the Exhibitor Manual guideline prepared by the Organizer. The set-up of the booth shall not do damage to any part of the exhibition hall; in case of similar destruction, the Exhibitor shall be responsible for the compensation to the Exhibition and related third party.

9. Exhibits Transportation

- 9.1 The Exhibitor shall be responsible for the cost of transporting its exhibits to the exhibition hall.
- 9.2 The Exhibitor shall submit the list of the name and quantity of the exhibits to the Organizer or to the transportation service supplier it designates at least ten (10) days before the opening of the Exhibition.
- 9.3 Before the Exhibition ends, the Exhibitor shall not remove any of its exhibits outside the exhibition hall.
- 9.4 For damages of any part of the exhibition hall caused by the transportation or removal of the exhibits, the Exhibitor shall be responsible for the compensation to the exhibition hall and related third parties.
- 9.5 The transportation and removal of the exhibits within the exhibition hall shall be carried out by the service supplier designated by the Organizer.

10. Move-in, Personnel Allocation and Move-out

- 10.1 The Exhibitor shall comply with the time for move-in and move-out designated by the Organizer. The exhibition space that is not used on the last day of the stipulated set-up time shall be deemed as a space of which the Exhibitor waives the right of use and may be disposed of by the Organizer at its discretion.
- 10.2 The Exhibitor who obtains the permission to participate the Exhibition has the obligation of participation. During the stipulated opening time, the Exhibitor shall ensure appropriate staffs are allocated to the stand. The Exhibitor shall not have the right to remove the exhibits or dismantle the stand before the end of the Exhibition. Where the Exhibitor breaches such stipulation, the Organizer shall have the right to require a compensation of RMB 5,000.
- 10.3 After the exhibition ends, the Exhibitor shall clean its booth properly, and shall remove the materials used to set up the booth or for the display within the deadline set by the Organizer, restore the booth to its original condition and return it to the Organizer.

11. Management Fee and Overtime Fee

- 11.1 As for the construction of the stand within the exhibition hall which the Exhibition planned to be held at, such exhibition hall may charge a certain amount of management fee. Such fee shall be paid by the constructor of the stand.
- 11.2 In case that the Exhibitor desires to use the stand out of normal working time, it shall notify the exhibition hall or the organizer in advance, and shall pay the overtime fee at its own cost.
- 11.3 The standard of charging management fee and overtime fee shall refer to the tariff schedule of the exhibition hall which the Exhibition planned to be held at.

12. Safety Responsibility of the Exhibitor, Organizer and Exhibition Hall

- 12.1 Where any consequence arises from the conduct or negligence of the Exhibitor or its Co-exhibitors, representatives, staffs, agencies, contractors or the audience participating into the Exhibition, the Exhibitor shall ensure that the Organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents will not incur any loss therefrom. In case that the aforesaid personnel bear any expenses, responsibilities, losses or are sued or claimed against, the Exhibitor shall bear the full liability.
- 12.2 In order to ensure that the Exhibition goes smoothly and safely, all exhibitors and builders shall purchase the third party liability insurance, and related insurance for staffs at the Exhibition and the exhibits. Where the Organizer makes requests, the Exhibitor shall provide the Organizer certification of being fully insured. In any event, the Organizer shall not be held liable for any loss (including the profit loss incurred by the Exhibitor) caused by elements out of its control, even if such elements have caused the failure of construction, set-up, completion, renovation or withdrawal at the exhibition venue; full or partial cancellation or change of the Exhibition; or full or partial changes to the Terms of Participation.
- 12.3 The Exhibitor and its builders shall operate strictly in conformity to the operation and use stipulation of the exhibition hall, and consciously obey the check and supervision of the decoration process by relevant staffs and strictly comply with the safety and fireproofing management system during the construction period. In case of breach resulting in damages to the Exhibition or any third party, the Exhibitor shall bear the full liability.
- 12.4 During the term hereof, the Exhibitor shall be fully liable for the safety of its exhibits, stand, furniture and equipment. The Organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents shall not bear any liability for personal or property losses arising therefrom.
- 12.5 As for third party service units recommended or designated by the Organizer for the Exhibitor, the Exhibitor may execute relevant service contract with such service units at its discretion. Where the Exhibitor's participation is affected for reasons of such service units, the Exhibitor may settle the dispute in accordance with the provision of the service contract, provided, however, that any economic dispute or liability between the Exhibitor and such service units does not involve the Organizer.

13. Damage to the Exhibition Hall

- 13.1 The Exhibitor shall perform due diligence at its best effort for the exhibition hall or all the decoration, equipment or other property within the exhibition hall, and shall ensure that no damage will be made to such property.
- 13.2 Where the Exhibition or its property incurs any damage due to the act or negligence of the Exhibitor or its Co-exhibitors, representatives, staffs, agencies, contractors and other individuals using the exhibition hall for the exhibitor's reason, the Exhibitor shall be responsible for the restoration and make compensation.
- 13.3 Upon the request of the Organizer, the Exhibitor shall arrange insurance for the relevant property within the exhibition hall, and submit the related insurance policy to the Organizer or the checking service supplier of the insurance documents designated by the Organizer.

14. Photography, Movie, Video and Sketch

- 14.1 Only individuals who obtain the authorization and valid badge of the Organizer may take photos, make sketches or videos. In any event, making photos or images or videos of other nature in accordance with the exhibits in the stand is prohibited. In case of breach of this clause, the Organizer may request them to turn in all the materials recorded and may further take legal measures to trace accountability.
- 14.2 Where photographing the booth out of the normal opening time is needed with special lighting being used, prior consent of the Organizer shall be obtained and the major surrounding circuit shall be opened by the electrician of the exhibition hall. The Exhibitor shall bear the cost.
- 14.3 The Organizer shall have the right to make photos, pictures, movies and videos in accordance with the exhibits on the Exhibition, and shall have the right to use them in advertisement promotion or general media publication. The copyright of such works shall be the property of the Organizer.

15. Intellectual Property

- 15.1 In case that intellectual property dispute occurs during the Exhibition, the Organizer shall notify relevant department and handle it in strict compliance with the provisions of the applicable regulations of the State.
- 15.2 The Exhibitor shall respect the intellectual property of other exhibitors or enterprises within the industry. In case that court judgments or decisions of the administrative department of intellectual property evidence that one exhibitor's exhibits, printed documents, promotional materials or other items have infringed the intellectual property of another exhibitor, the Organizer shall have right to remove such exhibits, printed documents, promotional materials giving rise to infringement out of the Exhibition, and shall have the right to confiscate such objects until the Exhibition ends, close the stand of the infringing exhibitor, and/or expel such exhibitor and its staffs out of the exhibition venue although it has no obligation to do so. The Organizer shall also have the right to exclude the infringing exhibitor from participating exhibitions in the future. In case such measures are proved to be unfair, the Exhibitor shall not make compensation request towards the Organizer.
- 15.3 Once signing the Terms of Participation, the Exhibitor shall be deemed as having committed that all its exhibits and the packages thereof do not infringe the intellectual property of others. Once any commodity or service displayed or provided by the Exhibitor, or its conduct such as promotion is proved to constitute infringement of the intellectual property of any third party, the Exhibitor commits to remove related items from its booth immediately.
- 15.4 The Organizer shall not have to prove the adequacy of decisions and conducts it makes towards the Exhibitor. The Exhibitor agrees to respect any decision or conduct of the Organizer. The Exhibitor shall not have the right to request the Organizer to make any compensation, unless the Exhibitor can prove the gross negligence or willfulness of the Organizer.

16. Handling the Breaches during the Exhibition Period

- 16.1 Where the Exhibitor or its Co-exhibitors, representatives, staffs, agencies, contractors breach the provisions herein during the move-in, display and move-out of the Exhibition, the Organizer shall have the right to restrict the entry of the Exhibitor or its relevant staffs, remove the breaching exhibits, or even closing the breaching booth, and shall have the right to permanently cancel the Exhibition qualification of the breaching enterprise. All the losses shall be borne by the Exhibitor.
- 16.2 Where the Exhibitor violates the P.R.C. laws, the Organizer shall reserve the right to engage the liability of the Exhibitor.

17. Dispute Settlement

- 17.1 The Terms of Participation and conditions shall be construed and governed by the laws of the People's Republic of China.
- 17.2 The Exhibitor shall comply with the applicable or future laws and regulations relating to the Terms of Participation and the performance of conditions, made and published by the Organizer or in connection with contracts of holding the Exhibition, and rules made by the local government or the head of the exhibition hall.
- 17.3 Where any dispute arises from the Terms of Participation or related thereto, it shall be submitted to the Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules. The arbitration award is final and binding on the two Parties.

18. Entire Contract

- 18.1 This Exhibitor Application Form and the Terms of Participation and other applicable laws and the rules of the exhibition hall constitute the entire contract between the Exhibitor and the Organizer.
- 18.2 Except for amendments or changes (as specified in Article 6.2) which may be made unilaterally upon written notice by relevant party as agreed in this Terms of Participation, other amendments, changes or waivers on the application form and Terms of Participation shall be confirmed in writing (including email) by the both parties. In case of any conflict, this contract shall prevail over other related rules and implementation of the Exhibition.

19. Severability

- 19.1 In the event that the provision of the Terms of Participation or technology guideline is legally invalid or incomplete, the validity of other provisions or related contract shall not be affected. Under such circumstance, the parties hereto shall have the obligation to change the invalid provisions and/or supplement relevant provisions to achieve the economic purpose both Parties pursue to the largest extent.
- 19.2 In case of any discrepancy between the Chinese version and English version of the Terms of Participation, the English version shall prevail.