

# Exhibitor Registration Form



## HORTI ASIA

22-24 MAY 2024  
BITEC, BANGKOK, THAILAND

### Exhibitor Details

Company name:	
Address & Code:	
Contact Person:	Position:
Mobile:	E-mail:
CEO:	E-mail:
Website:	

### Product Index (What products and services do you offer?)

Please fill the section below "X" (Multiple Choice)

- Greenhouse Technology, Plastic Film, Tunnels
- Planting, Cultivating and Harvesting Equipment
- Irrigation & Drainage, Water Management
- Crop Protection and Disease Management
- Soil, Substrates, Fertilizers
- Vertical Farming
- Fruits and Vegetables Processing Technology
- Genetics, Breeding, Seed Improvement
- Postharvest Technology (Monitoring, Sorting, Storage, Packaging, Transport)
- Others (please specify)

### Buyer Information (Help us to serve you better. What buyers would you like to meet at the exhibition?)

Industry/Segment/Company	Contact Person/E-mail
Industry/Segment/Company	Contact Person/E-mail
Industry/Segment/Company	Contact Person/E-mail

### Confirmed By Organizer

Company Stamp / Chop:	Date:
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### Conference Topics (Tell us what content you are interested in)

Topic	Speakers/Company
Topic	Speakers/Company

### Participation Costs

Booth No:

Stand Type: Raw Space   Basic Booth   Premium Booth   Pavilion Booth		
Booth Location	Early Bird Within May 2023 Price / Sqm	Regular Rates Price / Sqm
Raw Space (min. 18 m <sup>2</sup> )	<input type="checkbox"/> 275 EUR	<input type="checkbox"/> 315 EUR
Basic Booth (min. 9 m <sup>2</sup> )*	<input type="checkbox"/> 318 EUR	<input type="checkbox"/> 365 EUR
Premium Booth (min. 9 m <sup>2</sup> )**	<input type="checkbox"/> 335 EUR	<input type="checkbox"/> 385 EUR
Size		
Sub-Total		
* Basic package consists of 1 Information counter, 2 Folding chairs, 2 Fluorescent lights, 1 Power socket, 1 Wastebasket		
** Premium package consists of 1 Information counter, 2 Folding chairs, 1 Round table, 2 Easy chairs, 2 Fluorescent lights, 1 Power socket, 1 Wastebasket, 1 Front facia digital print, 2 Wallpapers		
Corner Charge	15%	
Co-exhibitors	500 EUR / Company	
I do NOT want a premium profile for the online exhibitor search, list, and floor plan for 500 EUR (if you opt-out, your detailed company description will not be visible online to buyers)		
Registration Fee	255 EUR / Company	
VAT	7%	

Total:

### Note:

\* Please make your payment within 30 days after the invoice is issued in order to confirm your booking. Payment options:

- By Wire Transfer  
Account Name: VNU Exhibitions Asia Pacific Co., Ltd.  
Bank Name: Kasikorn Bank, Silom Branch, Saving A/C No. 789-2-22717-3 Swift Code: KASITHBK
- By Credit Card (3% Surcharge Apply)
  - Master Card  Visa Card Credit Card No. \_\_\_\_\_
  - CVV (Last 3 digits at the back of your card) \_\_\_\_\_ Expiry Date \_\_\_\_\_ Issued By \_\_\_\_\_
  - Cardholder's Name \_\_\_\_\_ Cardholder's Signature \_\_\_\_\_

### Contract Confirmed

We would like to participate in Horti ASIA and fully agree with the Terms of Participation.	
Name of Authorized Signature:	Date:

# Conditions of Participation - VNU Exhibitions Asia Pacific and DLG International GmbH

Special Statement: these Conditions contain the terms that expressly exclude, restrict the liability of the Organizer or restrict the rights of the Exhibitor. These terms (including other important contents) are purposely made in bold to draw attention of each Party. Upon request by the Exhibitor, the Organizer is willing to explain these terms in further details to the Exhibitor.

## ARTICLE 1. Definition

For the purposes of this application, in addition to the capitalized terms defined elsewhere in this Application, the following terms shall have the meanings ascribed to them as follows:

1.1 "Exhibition" means exhibitions to be organized by the Organizer as specified in the Application Form.

1.2 "Exhibitor" means a legal entity, a legal person, or other forms of company which applies to exhibit in the Exhibition or, as the case may be, whose application to exhibit in the Exhibition has been accepted by the Organizer.

1.3 "Affiliates" means parent companies, subsidiaries of the relevant Party, subsidiaries of parent companies or companies merged to or aligned with the relevant companies, as well as individuals such as directors, managers or employees or other staff of the relevant Party or one of its affiliated companies at any relevant date.

1.4 "Exhibition Venue" means the venue or place where the exhibition shall be arranged.

1.5 "Exhibition Period" means the period specified in Article 2.2

1.6 "Exclusive Service Provider" means the provider designated by the Organizer to provide the relevant exhibition services to the Exhibitor for the purpose of on-site safety and management. (Please refer to the Exhibitor Service Manual)

1.7 "Relevant Period" shall commence from the date specified in Application Form and shall end on the last day of the Exhibition.

1.8 "Publicity Materials" means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity materials being prepared to display, distribute, or use in the Exhibition.

1.9 "Build-up Period" - means the period for constructors to build up and construct the exhibition booths at the Exhibition Venue as specified in the Exhibitor Service Manual referred to in Article 2.1 hereof.

1.10 "Dismantling Period" means the period for the constructors to dismantle the constructions at the Exhibition Venue as specified in the Exhibitor Service Manual referred to in Article 2.3.

1.11 "Shell Scheme" means the fee rates charged for the correspondent services and facilities with details in Application Form of each show as specified in Article 5.2.2.

1.12 "Space Only" means the fee rates charged for the correspondent services and facilities with details in Application Form of each show as specified in Article 5.2.3.

1.13 "Rules and Regulations" means the rules and regulations on the Exhibition and Exhibition Venue in writing served on the Exhibitor.

## ARTICLE 2. Timetable

2.1 Exhibition Booths Build-up Period refers to exhibitor manual of each show.

2.2 Exhibition Period refers to exhibitor manual of each show.

2.3 Booths Dismantling Period refers to exhibitor manual of each show.

## ARTICLE 3. Registration Period

3.1 Deadline for Registration refers to the deadline as described in Application Form of each show.

## ARTICLE 4. Catalogue Entry

4.1 The participation fee includes a free basic entry of the Exhibitor's full contact details in the official catalogue (company, address, country, telephone, fax). The Exhibitor will receive a separated form in due course for catalogue entries together with the information of costs for additional services.

## ARTICLE 5. Costs of Participation

5.1 The costs of participation are set forth in the participation options as described in Article 5.2 below.

5.2 Participation options are available as the following details:

5.2.1 General option of services and facilities shall the options in Article 5.2.2 and Article 5.2.3 with additional details as follows.

- Provision of net fair space (stand area)
- Pro rata charge for public area (difference between gross and net area)
- Entry of Exhibitor's contact details in the catalogue of the Exhibition (company name, address, country, tel, and fax)
- Mark of Stand number
- Cleaning of aisles and passages in halls (The Exhibitor are responsible for cleaning its own stands)
- General security service (no individual surveillance provided)
- Fire Protection service during Build-up Period, Exhibition Period, and Dismantling Period
- Design of public area and halls (Such as banners and marks)
- General illumination of halls during Build-up Period, Exhibition Period, and Dismantling Period
- Equipping and operating a service centre (fax and telephone, forwarding agents, technical facilities office and the Organizers' office)
- Comprehensive visitor registration system (for trade events only)
- Information stands for visitors.

5.2.2 Shell Scheme option requires the minimum space of 9 square metres. The services and facilities for Shell Scheme Option shall include stand build-up and dismantling, including furniture and electrical facilities. (See Space Application under "Shell Scheme")

5.2.3 Space Only option shall include the hall area without constructing structure.

5.3 Any required additional technical services such as power, security, connection of water, local labour shall be provided exclusively by the Organizers with extra charge and can be subscribed by using special order forms by the Exhibitor. The fees for additional stand build-up services other than the participation fee and any subscription for services shall be agreed or charged according to the Organizers published price lists valid at the time of the event.

5.4 The rates of services and facilities published by the Organizers are fixed prices and the Exhibitor shall be deemed to have accepted the rates published by the Organizers by submitting the application for participation registration. In the event of any change in the initial conditions agreed between local contractual partners and the Organizers or of any amendment to the legal terms and fees after the Exhibitor has been admitted, the Organizers shall be entitled to adjust the published rates and charge the fees or the balance from the Exhibitor at the adjusted rates.

## ARTICLE 6. Application for Registration

6.1 Application information must be submitted by using the enclosed form ("Application Form"), acknowledging the acceptance of these Conditions of Participation. The completed Application Form bearing a signature and stamp of the Exhibitor shall be mailed to the Organizer's address.

6.2 Conditions or other terms of reservations or amendment of rights and interests specified by the Exhibitor in the Application Form shall only become as part of the contractual relationship between Organizers and Exhibitor if those terms are accepted in writing by the Organizer. Requests for specific exhibiting sites do not form a condition of participation. Only upon receipt by the Organizer shall the application for participation be deemed to have been submitted.

6.3 Upon submitting the Application Form, the Exhibitor expressly agrees that it will not at any time during the Relevant Period withdraw its application, Particulars given shall be stored by the Organizers for automatic data processing and shall be made available to third parties upon implementation of the contract. In submitting the Application Form, the Exhibitor expressly gives consent to the Organizers to provide its information to third parties. Applications shall be processed by the Organizers in the order received. Any application received after space allocation begins can only be considered if sufficient space is available. Any required services offered by the Exclusive Services Provider must be subscribed through the Organizers.

## ARTICLE 7. Admission

7.1 An Exhibitor whose exhibit range aligns in the theme of the Exhibition shall be admitted in the Exhibition.

7.2 The Organizer shall have sole and absolute discretion to decide whether to approve the applications for registration of exhibitors and exhibits. The Exhibitor which has failed to perform its financial obligations owing to the Organizers or their Affiliates from previous fair participation and/or under and/or under the terms of these conditions of Participation) may be rejected by the Organizers.

7.3 Until an Exhibitor's application has been accepted in writing ("Admission Notice") by the Organizers, no rights to participation will be granted to the Exhibitor notwithstanding payment an acceptance of the full rental paid together with the Application Form. The Organizer reserves the right to decline any application without giving any reason.

7.4 The date of the Admission Notice issued by the Organizers shall form the commencement of the Contract between Organizer and Exhibitor.

7.5 The Organizers shall be entitled to revoke any admission if such admission was based on misunderstanding, false information or if the preconditions for approval no longer apply.

7.6 Should the Organizer is compelled to relocate or change certain individual stands, entrances, exits or aisles after giving the admission, such relocation or change shall not be arisen to claim against the Organizer.

7.7 If, through no fault on the part of the Organizer, the space allocated can no longer be used, the Exhibitor shall be entitled to request a refund of the participation fee with no interest. No claim for further damages shall be submitted.

7.8 Following admission by the Organizer (or conclusion of contract), the obligation to pay the participation fee shall be and remain legally binding to the Exhibitor, even if the authorities in the exhibiting country do not approve, in whole or part, the Exhibitor's import requirements, or if exhibits for any reason whatsoever fail to arrive at the Exhibition Venue in time or to arrive at all leg, owing to loss, delays in transit or detention by customs), or if the Exhibitor or its agent is late for or even unable to attend the Exhibition.

7.9 Should the Exhibitor or its agent fails to take over the allocated stand area for two days prior to the beginning of the Exhibition Period, such area may be otherwise disposed of in such manner as the Organizer shall determine in its absolute discretion. This shall not release the Exhibitor from its contractual obligations or entitle the Exhibitor to a demand for refund or lodge any other claim against the Organizer.

7.10 Without the prior consent of the Organizer, Exhibitor is not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the Admission Notice cannot be advertised on the stand.

## ARTICLE 8. Terms of Payment

8.1 The currency of invoice shall be made in EURO (EUR), US Dollar(s) (USD) or Thai Baht (THB). Participation fee set forth in Article 5 shall be paid by the Exhibitor upon receipt of the Admission Notice from the Organizer. Payment terms shall be referred to the Application Form of each show.

8.2 The Organizer reserves the right to demand addition non-interest deposit(s) from the Exhibitor at any time as a guarantee for the cost of actual or potential damage.

8.3 If the Exhibitor, for whatever reason, withdraws its application, gives up participation or reduces the stand area after the Organizer submitted the Admission Notice, the Exhibitor shall nevertheless pay the participation fee as defined in Article 5.2.2 and 5.2.3. of this Application and all fees and charges paid previously will not be refunded.

8.4 A Charge for other services, separately subscribed services or goods shall be payable at the time of performance or on the date of receipt of the invoice at the latest.

8.5 All payments according to the fees set forth herein shall be payable to the Organizer inclusive of bank charges and currency exchange charges and must be made by bank draft or direct transfer to:

### VNU Exhibitions Asia Pacific Co., Ltd.

88 The PARQ, 4th Fl., Ratchadapisek Rd.,  
Khlong Toei, Khlong Toei, Bangkok, 10110, Thailand  
KASIKORN BANK  
SWIFI Code: KASITHBK  
Account: 789-2-22717-3

8.6 In case the Exhibitor fails to pay all or part of payables, the Organizers shall be granted a right of Lien in respect of the equipment and exhibits within the Exhibitor's stand (the "Lien Items") on the understanding and prior consent from the Exhibitor that the Organizer is entitled to utilize and/or receive the fruit of property or a benefit from the Lien Items during the course of lien or retention.

8.7 If invoices are issued by the Organizer to a third party as designated by the Exhibitor, the Exhibitor shall still remain the debtor of the Organizer.

8.8 In case of default by the Exhibitor on payment of any sum according to the Condition of Participation and contractual stipulations, the interest shall be charged on the outstanding sum at rate of fifteen percent (15%) p.a. when a payment is not made in due time. The Organizer shall, without prejudice to other remedies and rights available hereunder, be further entitled to terminate the Application or otherwise dispose of the stand area and the Exhibitor shall be responsible for all losses suffered by the Organizer. The above provision shall also apply to the circumstances that the Exhibitor fails to make the payments in due time in case of withdrawal of its application for participation or non-participation in accordance with Article 9 of this Application.

8.9 The place of payment of the obligation hereunder shall be made in Bangkok, Thailand unless the Parties agreed otherwise in writing or the Organizer previously accepted in writing.

8.10 The Exhibitor shall make the payment in accordance with this Application to the Organizer in due time.

8.11 The Exhibitor shall bear all costs and expenses including all the legal costs incurred to the Organizer to recover from any payment which is unpaid by the Exhibitor in accordance with the term of this Application.

## ARTICLE 9. Withdrawal or Non-Participation

9.1 If the Exhibitor decides to withdraw its application for participation, gives up participation or reduces the stand space after submission of the Application form, the Exhibitor shall forthwith notify the Organizer in writing ("Withdrawal Notice"). The respective request of the Exhibitor shall only become effective upon written acceptance by the Organizer of such Withdrawal Notice. Upon issuance of the Admission Notice, it is in the Organizer's sole discretion and without any obligation of the Organizer to accept the "Withdrawal Notice."

9.2 If the Organizer does not accept the Withdrawal Notice, the Exhibitor shall participate in the Exhibition under the conditions as approved by the Organizer and the relevant provisions of Article 7 and make the payments according to Article 8 of this Application. The Exhibitor shall bear all the losses and damage which may be incurred to the Organizer due to non-participation.

9.3 After submitting the application for participation, should the Exhibitor decides to withdraw the application or cancel the participation, the organizer has the right to charge in certain percentage of the total participation fee to cover any loss due to cancellation. Cancellation fee refer to the Application Form of each show.

### For annual event:

Advance Cancellation Period (days)	Charging rate deducted from the total participation fee
182 days - 365 days	50% of the total booth rental fee
90 days - 181 days	80% of the total booth rental fee
Less than 90 days	100% of the total booth rental fee.

### For biannual event:

Advance Cancellation Period (days)	Charging rate deducted from the total participation fee
Up to 547 days	25% of the total booth rental fee.
365 days - 547 days	50% of the total booth rental fee
182 days - 365 days	75% of the total booth rental fee.
Less than 182 days	100% of the total booth rental fee.

#### **ARTICLE 10. Termination Rights**

The Organizer shall have the right to terminate the Exhibitors' participation on the Exhibition by submitting the written notification to the Exhibitor if the Exhibitor reserves the right in any of the following events, and at the same time, to request the Exhibitor to indemnify all the losses incurred:

(a) If the Exhibitor or any of its representatives or Affiliates commits a breach of any obligations here under or of any applicable Thai laws or Rules and Regulations;

(b) If the Exhibitor becomes bankrupt or insolvent, or enters into liquidation whether compulsory or voluntarily or enters into an arrangement regarding its debts with its creditors or as a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt;

(c) If the Exhibitor or its Affiliates performs its action to display prices, sell goods to private persons or sell goods for immediate delivery in the exhibition premises, the breach of this clause entitles the Organizer to close the stand immediately.

(d) If the exhibiting space is not occupied by the Exhibitor by 9:00 am on the first exhibition day of the Exhibition Period, the Exhibitor's action shall be deemed as the order to cancel the exhibiting space and the Organizer shall have the right to use such cancelled space as it deems appropriate. In such case the Exhibitor shall be deemed to give up the participation on such date. The participation fees which are paid will not be refunded and the Exhibitor is liable for payment of any unpaid participation fee.

(e) If the Organizer in its sole and absolute discretion is entitled to disqualify the Exhibitor from the Exhibition prior to the issuance of the Admission Notice.

#### **ARTICLE 11. Exhibits**

11.1 All exhibits must be listed separately on the registration form with an exact description. Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent and approval of the Organizer.

11.2 Exhibits shall not be removed before the Exhibition is duly closed. The operation and demonstration of exhibits shall conform to the specified standards as required by Organizer or owner of the building where the Exhibition being arranged.

11.3 The Organizers are not responsible for questions of licenses, quotas or transients of sales proceeds.

#### **ARTICLE 12. Use of Site & Safety**

12.1 Precautionary measures such as guards or other means of protection must be taken by the Exhibitor and its affiliates to protect the public from being harmed by any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons whom are authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must receive the Organizer's prior written approval.

12.2 Any musical performance, including the use of music recording for fashion shows, requires the permission of the Organizer and related authorities.

12.3 The Exhibitor and its Affiliates may only distribute the Publicity Materials at its own stand or Shell Booth, No advertising, demonstration of canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits of advertising signs shall be placed outside the confines of the Exhibitor's stand.

12.4 No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.

12.5 Gas-Filled balloons shall not be permitted at the Exhibition Venue under any circumstances.

12.6 Exhibitor's stand must be managed by an authorized and competent representative of the Exhibitor at all times during the Exhibition Period. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to be responsible for negotiation and conclusion of contracts for the sale of the Exhibitor's products or services. The Exhibitor shall procure that the representative shall comply with Conditions and directions given by the Organizer before or during the Exhibition Period.

12.7 The Exhibitor and its Affiliates shall observe the on-site management of the Organizer, owner of the venue or their entrusted Exhibition management agent. Any action of the Exhibitor and its Affiliates shall not impede normal activities of other exhibitors. The Exhibitor shall indemnify the Organizer in case when the Organizer is assumed a liability to third parties due to violation of the Conditions of Participation caused by the action of Exhibitor or its Affiliates.

#### **ARTICLE 13. Exhibitor Service Manual**

13.1 The Exhibitor Service Manual shall constitute a part of the Conditions of Participation attached hereto. The Exhibitor Service Manual shall be handed over to the Exhibitor together with the latest Admission Notice.

#### **ARTICLE 14. Exclusion of Liability**

14.1 None of the Organizer, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damages, except for: (i) death or personal injury caused to the Exhibitor, its representatives, employees, contractors or agents (ii) willfulness or gross negligence of the Organizer or its employees. Liability of Organizer for foreseeable losses or damages to the products or other property of the Exhibitor or other relevant parties of any other exhibitors or visitors shall be excluded except in cases of willfulness or gross negligence of the Organizer of its employees.

14.2 The Organizer shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.

14.3 The Exhibitor undertakes to indemnify the Organizer for and at all times and to keep the Organizer, its employees and agents harmless from all liabilities, actions, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the Application hereunder or by any breach by the Exhibitor of this Application.

14.4 The Exhibitor shall be responsible for purchasing insurance which should include but not be limited to its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural disasters, and shall present such policy of insurance to the Organizers upon request.

14.5 In order to protect its own benefits, the Exhibitor shall apply insurance to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall present such policy of insurance to the Organizers upon request. The Exhibitor is fully liable for any loss or damage caused by an act or commission of the Exhibitor or its representatives, employees or agents to any property of the Exhibition Venue, other exhibitors or the Organizer.

14.6 The Organizer reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all payments due to the Organizers (including claims for damages) in connection with the Exhibition.

14.7 All damages incurred must be recorded in writing to the police and to the insurance broker (or by telex, email, or telefax) by the party involved (the Organizers of the Exhibitor). Incidences of fire, theft and burglary must be reported to the trade fair management and the police within 24 hours of such occurrence.

14.8 Only in the case of willful intent or gross negligence on its part or the part of its employees, the Organizer has the obligation to exercise proper protection to exhibits and / or stand fittings. Although the Organizer has already provided security measures, the effect of this exclusion is in no way limited by the security measures provided.

14.9 The Exhibitor is liable for all damages caused to third parties as a result of its participation, including damages to buildings on the Exhibition Venue and to the exhibition halls and/or their furniture and fittings. save where such damages are covered by a local third-party indemnity insurance.

#### **ARTICLE 15. Waiver**

15.1 The waiver to require the performance of any term of this Application by either Party shall not prevent its implementation of any such term and shall not be deemed to act as a waiver of any right available in respect of any breach of this Application.

#### **ARTICLE 16. Circulars**

16.1 Once the stand areas have been allocated, the Exhibitor will receive circulars giving information on preparations for and staging of the Exhibition, any giving information on preparations for and staging of the consequences arising from disregarding these circulars shall be borne by the Exhibitor.

16.2 The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into this Application. In the event of conflict between the provisions of such rules and regulations and the term of this Agreement, the term of this Application shall prevail. Copy of the Rules and regulations of the Exhibition Venue is available from the Organizers on request by the Exhibitor.

#### **ARTICLE 17. Cancellation, Postponement and Other Changes of Exhibition**

17.1 The Organizer reserves the right, in the case of Force Majeure as defined in Article 18, to cancel, postpone, alter in nature, reduce in scale, shorten, or extend the duration of the Exhibition at any time without any liability whatsoever to the Exhibitor.

17.2 Should it becomes necessary to postpone, curtail, extend, cancel or otherwise change in connection with the Exhibition due to force Majeure, the Exhibitor shall not be entitled to terminate the contract or claim against the Organizer or its agents or representatives, whether for losses and damages, or return of all or part of any payment made by the Exhibitor even it results to the Exhibitor to waive the right of the stand which is allocated to the Exhibitor. In this case, Article 9 shall apply accordingly.

17.3 The Organizer shall not be liable for any loss sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, Extension, cancellation or other changes to the exhibition due to Force Majeure. In such case, the Exhibitor shall accordingly be given admission to an alternative exhibition, if any. However, the allocation for alternative exhibition shall be arranged by the Organizer in its absolute discretion as deemed appropriate and the organizer shall not be liable for any further compensation to the Exhibitor. The Exhibitor shall be required to bear the costs owing to the Organizers in preparing for such exhibition. Where the Exhibitor has placed orders with the Organizer for services supplementary according to Article 5, the Exhibitor shall be responsible to pay the costs incurred from service supplementary to the Organizer as equal to the circumstance when there is the occurrence of Force Majeure.

#### **ARTICLE 18. Force Majeure**

18.1 "Force Majeure" shall mean all events which are beyond the control of any Party, and which are unforeseen, unavoidable of insurmountable, and which prevent performance by such Party of these Conditions and other relevant contracts. Such events shall include earthquakes, typhoons, flood, fire, volcanic eruptions and other acts of nature. War, riots, acts of public enemies, public disturbance, prohibition or act by a government or public authority, strikes, disease, epidemic (including SARS, bird flu, H1N1, COVID-19) or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general international commercial practice.

18.2 On the part of the Organizer, non-issuance of a license to the Exhibition or non-availability of the Exhibition Venue shall be deemed as Force Majeure unless such event is solely attributable to the Organizer.

18.3 In case of a Force Majeure event, the affected obligations of one Party hereunder shall be suspended during the period of such event and shall be automatically extended by the period equal to such suspension, and such Party shall not be liable to the other party for any fine, penalty, or liability in connection of any damage caused by suspension.

18.4 The Party claiming of Force Majeure event shall forthwith notify the other Party in writing and provide sufficient evidence supporting the occurrence of such Force Majeure event and the duration thereof. The Party claiming of Force Majeure event shall also use all its reasonable endeavors to terminate such Force Majeure event and mitigate the influence thereof.

18.5 In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.

#### **ARTICLE 19. Final Provisions**

19.1 Upon submitting the Application form, it shall be deemed as the Exhibitor agrees to be bound by the Condition of Participation. Any other agreement or arrangement shall be required written confirmation by the Organizer.

19.2 This Application is made in English. Application may be translated into Thai or other languages for convenience of the Party. In the event of any conflict between the English language version of this Application and any translation hereof, the English language version shall prevail.

19.3 Should any of the terms herein becomes null or void, such null and void shall not affect the validity of the remaining terms.

19.4 The Organizer reserves the right to interpret, alter and amend the term of this Application and to issue additional rules and regulations at any time when it is necessary for the orderly operation of the Exhibition. All interpretations or the term and condition hereof and any additional rules and regulations by the Organizer shall be final.

19.5 If the Exhibitor does not submit any written request or claim to the Organizer within six months after the end of the Exhibition Period, the Organizer shall be deemed to have completely performed its contractual and legal obligations as the Organizer of the Exhibition, unless the relevant actions of the Organizer caused damage the lawful rights and interests of the Exhibitor and objectively, the Exhibitor is unable to reasonably discover or notice the above actions of the Organizer within the above time limit.

19.6 All notices, demands or other communications required or permitted to be given or made under this Application shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof at the address specified herein or in the Application Form (as the case may be), other address notified by such recipient.

19.7 Any notice, demand or communication shall be deemed to have been duly delivered (it delivered personally or given or made by o nile immediately or made by letter for two days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

#### **ARTICLE 20. Data Protection**

20.1 By submitting data to the Organizer and/or using this Application form the exhibitor hereby gives his/her consent that all personal data that the exhibitor submits may be collected, stored, processed, transferred and used by the Organizer for the purpose of customer management and service. The Organizer may use the exhibitor's personal data internally to help the Organizer improve their services and to help resolve any problems. As a global enterprise, the Organizer and its affiliates have facilities and databases in different countries. For improving customer Services, the Organizer, from time to time, transfers personal data of custodies to a database belonging to the Organizer. The Organizer may also contact exhibitors occasionally to inform them of new services the Organizer will be providing, or events or articles that will be of interest to exhibitors. If exhibitors do not wish to receive information from the Organizer, they may withdraw their consent given to the Organizer hereunder at any time by emailing the organizer.

20.2 The Exhibitor hereby declares that, the submission of personal data of any individual contained in this Application Form is made with the explicit informed consent of each and every individual concerned and that the concerned individual has been fully informed about the purpose for which personal data is collected and processed by the Organizer. In this regard, the exhibitor will indemnify and hold harmless the Organizer from any liabilities, claims, losses of suits, including attorney fees, arising out of or in connection with any dispute with each and any individual concerned due to breach of applicable data protection laws and regulations.

#### **ARTICLE 21. Governing Law and Settlement of Dispute**

21.1 The validity, interpretation and implementation of these Conditions of Participation and the settlement of any dispute arising from or in connection with these Conditions of Participation shall be governed by the law of the Kingdom of Thailand ("Thailand").

21.2 In the event any dispute arises between the Parties out of or in relation to these Conditions, including any dispute regarding its breach, termination or validity, the Parties shall attempt in the first instance to through friendly consultations.

21.3 If the dispute has not been resolved by friendly consultations within thirty (30) days after one Party has served written notice to the other Party requesting the commencement of such consultations, it shall be submitted to the Thai Arbitration Institute (TAI) for arbitration according to the effective Rules of Arbitration of the TAI. The arbitration award shall be final and binding upon the concerned Parties. The venue for the arbitral proceedings shall be Bangkok, Thailand. The language of the arbitral proceedings shall be English and Thai. The costs of the arbitration shall be borne by the Party specified by the award or by both Parties.

21.4 Upon and after submitting the dispute to the arbitration, the Parties may agree in writing to continue their performance according to the Application on case-by-case basis. The Parties have read and understood all statements contained herein, perceived that such statements are in accordance with their intentions in all respects and then in evidence of their agreement with these terms and conditions they have signed below in the presence of witnesses, on the Effective Date.

# Personal Data Protection Notice (Published on same date as application form)

This Personal Data Protection Notice ("Notice") sets out the basis which **VNU Exhibitions Asia Pacific Co., Ltd.**, having its office located at 88 The PARQ, 4th Floor, Ratchadapisek Rd., Khlong Toei, Khlong Toei, Bangkok 10110, Thailand. (the "Company") may collect, use, disclose or otherwise process personal data of customers in accordance with the Personal Data Protection Act ("PDPA").

This Notice applies to Personal Data in the Company's possession or under its control, including personal data in the possession of organisations which the Company has engaged to collect, use, disclose or process personal data.

## ARTICLE 1. Definitions

"Customer" means you, visitor, customer, member who is the owner of personal data in accordance with this Notice.

"Personal Data" means information about any individual, which makes it possible to identify the person, whether directly or indirectly.

"Data Processor" means a third party who processes data for the benefit or on behalf of the Company.

## ARTICLE 2. Details of Personal Data

Customer acknowledges, agrees and gives the consent to the Company in collection, use and disclosure of Personal Data including sending or transferring the Personal Data to countries outside of Thailand with the following details.

• name, surname, gender, age, nationality, email address, post address, date of birth, educational background, photograph, religion, billing details.

## ARTICLE 3. The Consent of Customer

Company shall collect, use and disclose the Personal Data to perform the contractual obligation to the Customer in connection with products and/or services only for any or all the following purposes.

- Performing obligations in the course of or in connection with the provision of the goods and/or services requested by Customer;
- Verifying the Customer's identity;
- Responding to, handling, and processing queries, requests, applications,
- Managing Customer's relationship with the Company;
- Processing payment or credit transactions;
- Sending Customer's marketing information about our goods or services including notifying Customer of marketing events, initiatives and promotions, lucky draws, membership and rewards schemes and other promotions;
- Complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- Any other purposes for which Customer has provided a request;
- Transmitting to any unaffiliated third parties including the Company's third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Thailand or abroad, for the aforementioned purposes; and
- Any other incidental business purposes related to or in connection with the above.

## ARTICLE 4. Period to Retain the Personal Data

Customer acknowledges, agrees and gives the consent to the Company to collect, use and disclose Personal Data, including sending or transferring Personal Data to foreign countries for a total of 24 months from the date of receiving the consent.

## ARTICLE 5. Rights of Customer

Any consent given under this Notice, Customer has right as the owner of Personal Data in accordance with the personal data protection law including to the following rights:

5.1 Customer can withdraw consent given under this Notice at any time by notifying the Company in writing in the channel specified in this Notice. The withdrawal of consent shall not affect the previous actions in collection, use, or disclosure of Personal Data which has been legally given consent by the Customer under this Notice or exempted the consent provided by law before withdrawal.

5.2 Customer can request an access and a copy of his/her Personal Data, or disclose an obtaining of the Personal Data without Customer's consent.

5.3 Customer has the right to receive the Personal Data from the Company. The Customer is also entitled to (i) request the Company to send or transfer the Personal Data to a third person if it can be done by the automatic means; and (ii) request to receive the Personal Data from the Company in the format which has been sent or transferred by the Company to a third person, unless it is impossible to do so because of the technical circumstances.

5.4 Customer has the right to object the collection, use, or disclosure of the Personal Data of Customer at any time in the following cases:

- 5.4.1 Where the Personal Data is collected under the legitimate exemption on consent requirement provided by law unless the Company can prove that:
  - The Company can identify with more important legitimate reason; or
  - The collection, use, or disclosure of such Personal Data is made for purpose for legal right establishment on claim, compliance or exercise of legal claim, or defense of legal claim.
- 5.4.2 The collection, use, or disclosure of such Personal Data is for the purpose of direct marketing; or
- 5.4.3 The collection, use, or disclosure of the Personal Data for the purpose of scientific, historical or statistic research.

5.5 Customer has the right to request the Company to delete or destroy the Personal Data, or to anonymize the Personal Data in the following cases.

- 5.5.1 When Personal Data is no longer needed to retain in relation to the purposes of this Notice;
- 5.5.2 Customer withdraws consent in respect to the collection, use, or disclosure of Personal Data and the Company has no legitimate reason for such collection, use, or disclosure of Personal Data;
- 5.5.3 Customer objects to the collection, use, or disclosure of the Personal Data by the law; or
- 5.5.4 The Personal Data has been unlawfully collected, used, or disclosed according to the law.

5.6 Customer has the right to request the Company to suspend the use of Personal Data in the following cases:

- 5.6.1 The Company is in the process of investigation in accordance with the personal data protection law, in which the Customer filed the complaint of such investigation.
- 5.6.2 Personal data must delete or destroy since it has been unlawfully collected, used, or disclosed according to the law; but, the Customer requests to suspend the use of such Personal Data instead;
- 5.6.3 If the Customer is required to retain the Personal Data for the purposes of the legal right establishment on claim, compliance or exercise of legal claim, or defense of legal claim; or
- 5.6.4 The Company is in the process of examination to deny the objection in collection, use or disclose of the Customer's Personal Data in accordance with the law which has been objected by the Customer.

5.7 Customer has the right to request the Company to amend the Personal Data to be accurate, current, complete, and no caused misunderstanding.

5.8 Customer may submit a claim on personal data protection to the committee who is responsible in the right protection under the personal data law in connection with any legal violation of the Company.

## ARTICLE 6. Withdraw the Consent

6.1 Customer acknowledges that the Customer has the right to withdraw any consent given to the Company in accordance with this Notice at any time by using the following steps.

- Submit the request of withdrawal to email address: [dataprotection@vnuasiapacific.com](mailto:dataprotection@vnuasiapacific.com); or
- Contact via phone call number: +662 111 6611

6.2 Customer also acknowledges that depending on the nature and scope of Customer's request, the Company may not be in a position to continue providing our goods and/or services to the Customer and the Company shall, in such circumstances, notify you before completing the processing of your request. In this regard, the Customer also agrees to accept the results of the withdrawal of the consent.

6.3 The withdrawing consent does not affect our right to continue to collect, use and disclose Personal Data where such collection, use and disclose without consent is permitted or required under applicable laws.

## ARTICLE 7. Security Measurement

With respect to collecting, using and disclosing of Personal Data in accordance with this Notice, Company will provide appropriate security measures to prevent any loss, unauthorized access, use, change, or disclosure which are not complied with the law with the technological standards and/or systems as follows:

- Assign Access Right to relevant parties.
- Use data encryption (Encryption) to transmit data.
- Firewalls and Internet Protocol Security (IPsec) security
- Including the control that data processors maintain the security of Personal Data, no less than that specified in this Notice

## ARTICLE 8. Access and Correction of Personal Data

8.1 If Customer wish to make (i) an access request for access to a copy of the Personal Data which the Company hold about the Customer or information about the ways in which the Company use or disclose the Personal Data, or (ii) a correction request to correct or update any of Customer' Personal Data which the Company hold about Customer, the Customer may submit a request in writing to the Company at the contact details provided below.

- Call number: +662 111 6611
- Email: [dataprotection@vnuasiapacific.com](mailto:dataprotection@vnuasiapacific.com)

Please note that a reasonable fee may be charged for an access request. If so, the Company will inform Customer of the fee before processing your request.

## ARTICLE 9. Amendment

9.1 Company may modify and change the statement in this Notice in whole or in part at any time. The Company will inform the Customer when the change is made from time to time for the Customer to consider and accept it by electronic method or any other methods.

9.2 When Customer accepts a revised statement in the Notice, the revised Notice will be considered part of this Notice. In addition, Customer may have access to the latest and updated Notice from available sources as follows.

- Company website: [www.vnuasiapacific.com](http://www.vnuasiapacific.com)

## ARTICLE 10. Assignment

The party agrees not to transfer rights, duties, and/or responsibilities under this Notice to anyone without the advance written consent of the other party.

## ARTICLE 11. Severability

If any part of this Notice has become invalid, the Parties agree that the valid part of this contract shall be separated from the invalid part and remained in effect.

## ARTICLE 12. Applicable Law and Dispute Settlement

This Notice shall be governed by the laws of Thailand. Any disputes arising out of this Notice shall be settled by the authorized committee of organization according to the personal data protection law and the competent Court of Thailand.

## Acknowledgement and Consent Section

Customer has acknowledged, read and understood the above Data Protection Notice, and consents to the collection, use and disclosure of his/her personal data of the Company for the purposes set out in the Notice. He furthermore agrees to receiving information that are related to the event he is interested to participate in via Newsletter, E-mail, Text Messages and Phone.

Should you no longer wish your data to be used for a specific purpose other than the use to perform our obligations related to your request on our products or services, VNU Asia Pacific and DLG International GmbH highly encourages you to contact the responsible Data Protection Officer via the contact details mentioned in Article 8.

I hereby consent to the processing of my personal data in accordance with this statement.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_