

I. Definitions & Interpretations

- 1.1 In these Terms and Conditions, the following words will have the following meanings:
 - **Booking** means the booking for the **Event** sold by **Us** to **You** providing the right to occupy exhibition space at the **Event**
 - **Event** means the **MICF2019** event to be held at the **Venue** in respect of which **We** have the right to sell **You** the **Booking**
 - **Event Administrator** means the Event Administrator whose details are listed in **15.1**
 - **Exhibition** means the exhibition to be held as part of the **Event** for the **Exhibitors** to promote their goods and services
 - **Contractor** means the company managing the **Exhibition** on **Our** behalf
 - **Exhibitor** means any exhibitor occupying exhibition space at the **Event**
 - **Terms and Conditions** means these Terms and Conditions
 - **Venue** means any facilities or locations of any nature where the **Event** is being held
 - **We** means Zurriyat Ventures Sdn. Bhd. (Company Number 1063797-D) who is the organiser of the **Event**. "**Us**" and "**Our**" shall be read accordingly; and
 - **You** means the **Exhibitor** or anybody who in **Our** reasonable opinion is acting with the **Exhibitor's** authority or permission. "**Your**" shall be read accordingly.

2. Bookings

- 2.1 All Bookings are sold subject to availability and these Terms and Conditions. These Terms and Conditions should be read carefully prior to making a Booking and any queries relating to them should be raised with **Us** prior to purchase, as purchase of the Booking constitutes acceptance of these Terms and Conditions.
- 2.2 We reserve the right to provide alternative stand space at the Exhibition to those specified on the Booking if the staging of the Event reasonably requires.

3. Exhibition Space

- 3.1 The Exhibition floor plan can be found attached to this document.
- 3.2 Your choice will be confirmed once full payment has been received and if full payment is not received the booth will be automatically released.
- 3.3 Space only booth (that is no walls, fascia or poles) can be provided but this will dictate your location within the Exhibition, and neighbouring booths may have walls that adjoin your area. Please note, your construction must not exceed the agreed space parameters that will be marked out. You will be asked to reduce or remove any part of the stand protruding beyond these limits. Plans for self-build must be submitted in advance so they can be approved by us. Failure to submit a plan for an open space may result in a shell being built, into which you must confine your booth. If clarification is required please contact the Contractor.

4. Price & Payment

- 4.1 The price of the Booking shall be the price set at the time **We** accept **Your** order. All prices set are based on the location of the exhibition space as shown in the Exhibition Floor Plan. No Booking will be confirmed until **We** have received full payment.
- 4.2 Your Exhibition space will only be confirmed once full and cleared payment has been received by **Us**.
- 4.3 All financial transactions will be between the Exhibitor and **Us**.

5. Refunds

- 5.1 Bookings cancelled after **12 November 2019** cannot be refunded unless the Event is cancelled or rescheduled (subject to Condition 6 below).
- 5.2 Cancellations made between **1 November 2019** and **12 November 2019** will receive a refund of 50% of the total price to be paid. If the amount paid is lesser than 50% of the total price to be paid, no refunds will be given.
- 5.3 Any cancelled Bookings, to be effective, must be received by us in writing, either by email or fax. Refunds shall only be made to **You** at **Our** discretion and, when possible, be made using the same method as was used to purchase the Booking.

6. Cancelled/ Rescheduled Event

- 6.1 Where the Event is cancelled or re-scheduled by **Us**, **We** will use **Our** reasonable endeavours to notify **You** using the details **You** provided **Us** with at the time of ordering.
- 6.2 It is **Your** responsibility to inform **Us** of any change to the contact address, telephone number or email address **You** provide **Us** with at the time of Booking. **We**, the **Venue** and the **Contractor** reserve the right to reschedule the Event without notice and without any liability whatsoever.

7. Conditions of Booking

- 7.1 You must comply with instructions and directions given by staff and stewards of the Venue and staff and stewards of the Contractor.
- 7.2 You may not re-sell or transfer a Booking without **Our** prior consent.

8. Behaviour Policy

- 8.1 We reserve the right to refuse access to, or remove any persons, Exhibition booths, equipment, publicity or other promotional materials relating to the Exhibitor that are inappropriate, harmful, offensive, obscene or illegal from this Event and from future MIFC.

9. Partner Participation

- 9.1 Please note, the company making the Booking will be fully responsible for payment of the Exhibition space within our payment terms. Liaison regarding Exhibition space requirements will be with that company only OR their appointed marketing agents. If **You** are intending to participate with a partner you should inform the organisers from the outset and **You** will be responsible for Exhibition booth branding – the fascia board **We** provide will bear the name of the company who have booked the space.

10. Furniture Hire/ Additional Facilities

- 10.1 The Contractor will provide a list of items that you can add on to your booth during a briefing between the Contractor and all confirmed Exhibitors.

11. Exhibitor Passes

- 11.1 Two non-residential Exhibitor passes will be issued per stand site. Passes are transferable between company representatives attending on different days but must be shown in order to gain access to the Exhibition specified on the Booking if the staging of the Event reasonably requires. Each additional pass will be charged RM5.

12. Access/ Set-up/ Tear-down

- 12.1 Exhibitors will be able to access the Exhibition spaces and set up their booths between 3.00pm and 12.00am on **Thursday 28 Nov. 2019**. The area will be closed and secured overnight and open again from 8.00am on **Friday 29 November 2019**.
- 12.2 The Exhibition will open at 9.00am to 8.00pm starting **Friday 29 November 2019** to **Sunday 1 December 2019**
- 12.3 Vehicular access and offloading instructions will be available to Exhibitors during a briefing with the Contractor before the Event.
- 12.4 Tear-down time will be from 8.00pm, on **Sunday 1 December 2019**. Early tear-down is not permitted and will result in you being prohibited from future MIFC.
- 12.5 All Exhibitor materials must be cleared by 12.00am on **Monday 2 Sept. 2019**. Any materials left are the sole responsibility of the Exhibitor. The organiser will not accept responsibility for any loss, damage or movement of stands and associated materials left after this time. Storage facilities will not be available.

13. Safety & Precautions

- 13.1 There are stringent regulations governing the use of materials on site during the Event. All materials should be fireproofed. If you have any queries about any materials **You** plan to use, please contact **Us** to discuss these in more detail.
- 13.2 You must comply with all relevant statutes, safety announcements and Venue regulations whilst attending the Event.

14. Sponsorships & Advertisements

- 14.1 Additional publicity opportunities are available through sponsorship. These can be added at the same time as booking your stand or added to your booking at a later date.

15. Contacts

- 15.1 MIFC Secretariat (**En. Faiq**), 2U-1B, Blok 2 Tingkat 1, Pusat Daerah Seksyen 6, 40000 Shah Alam, Selangor, Malaysia. Tel: **+6018 369 2588**; E-mail: zurriyatventures@gmail.com

16. Limitation of Liability

- 16.1 Neither **We** nor the **Venue** nor the **Contractor** will be responsible for any loss, theft or damage of **Your** personal belongings, other than caused as a result of **Our** negligence or that of the **Venue** or the **Contractor** or other breach of statutory duty.
- 16.2 Nothing in these Terms and Conditions will operate to limit or exclude liability of each party for death or personal injury arising out of its negligence, or for its fraud nor any other liability which cannot be excluded or limited under applicable law.
- 16.3 Subject to the above Condition, in no circumstances will either party be liable to the other party for any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect) or for any indirect, special or consequential loss arising out of or in connection with these Terms and Conditions.

17. Dispute Resolution

- 17.1 If any dispute arises out of these Terms and Conditions, **We** will attempt to settle it. To this end **We** shall use **Our** reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

18. Waiver/ Assignment/ Severability

- 18.1 Failure by either party to exercise or enforce any right or benefit conferred by these Terms and Conditions will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 18.2 **We** shall be entitled to assign any of **Our** rights and obligations under these Terms and Conditions provided that **Your** rights are not adversely affected.
- 18.3 If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply

19. Force Majeure

- 19.1 For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond **Our** reasonable control including, but not limited to, war, acts of terrorism, governmental requirements, acts of local or central Government or other competent authorities, Acts of God and industrial disputes. **We** will not be liable to **You** for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

20. Amendments and Variations

- 20.1 **We** intend to rely on the written terms set out here in these Terms and Conditions. **You** should read the terms and conditions carefully before entering into the contract to ensure that they contain everything that **You** consider has been agreed. If they do not then you should contact the Event Administrator
- 20.2 After the contract has been made, these Terms and Conditions cannot be varied or amended in any respect unless both **You** and **We** agree in writing.

21. Entire Agreement

- 21.1 These Terms and Conditions, and the code of practice of the Venue and any specially agreed terms constitute the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions.
- 21.2 Each of the Parties acknowledges and agrees that it does not enter into these Terms and Conditions on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other party to these Terms and Conditions (whether negligently or innocently made) except those expressly repeated or referred to in these Terms and Conditions and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under these Terms and Conditions.
- 21.3 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and the parties submit to the exclusive jurisdiction of the courts of Malaysia.