

## Terms and Conditions

### 1. Definitions

In these Standard Terms and Conditions, save as the context otherwise requires 'Participant' shall mean an individual, a sole proprietor, partnership or company applying to the Event. 'Sponsor' means the company or person, its employees and agents applying for and being granted sponsorship of the Event; and a reference to 'Participant/Sponsor' applies to both Participants and Sponsors. 'Event' shall mean the event referred to in the Contract 'Organizer' shall mean APISAT2021, organized by the KSAS

### 2. Withdrawal by Participant/Sponsor

1) Without prejudice to the rights and remedies of the Organizer in respect of any breach of the Contract on the part of the Participant/Sponsor, the Organizer may at its absolute discretion allow the Participant/Sponsor to withdraw from the Event provided the Participant/Sponsor must have given a written notice to the Organizer that he desires to withdraw and if the Organizer allows such withdrawal, it shall notify the Participant/Sponsor of their decision in writing.

2) Save as otherwise provided in this Contract, payments to the Organizer shall be non-refundable.

3) Should the Participant/Sponsor fail to observe or comply with any of the terms and conditions contained herein or if the Participant/Sponsor shall fail to pay any of the Charges at the time and in the manner as aforesaid, the Organizer may thereupon by written notice given to the Participant/Sponsor rescind the Contract.

4) Upon the Organizer exercising their right to rescind the Contract under sub-clause (3) of this clause, it may but is not obliged to license or otherwise deal with the Event space contracted by the Participant/Sponsor in default on such conditions as the Organizer shall deem fit. In the event the Organizer having elected to but not able to license the said space, the Participant/Sponsor in default shall be liable to pay the entire Charges to the Organizer as liquidated damages for the loss of revenue.

### 3. Changes

The Organizer reserves the right to change the venue, dates, and/or duration of the Event if exceptional circumstances so demand. In the event of change of venue, dates, and/or duration, the agreement to participate shall remain in force so long as the Participant/Sponsor is informed at least a month before such changes will take place. In the event of a change of venue, dates and/or duration of the Event, the Participant/Sponsor shall not be entitled to any refunds nor claims for compensation in connection with their contract for participation.

### 4. Failure of Services

The Organizer shall not be liable for any loss sustained by the Participant/Sponsor directly or indirectly attributable to the cancellation, suspension delay or reduction of duration of the scheduled Event from the period advertised or specified due to:

1) Force Majeure.

2) Acts of War, Military Activity, Municipal Statutory or Civil Authority requisition.

3) Fire, flood, typhoon, excessively inclement of weather, earthquake, epidemic or a combination of the same.



4) Damage caused by an aerial object or aircraft.

5) Strike or lockouts by workmen

If the Event is cancelled, then the Charges paid to the Organizer, or any part thereof may be refunded at the sole discretion of the Organizer to the Participant/Sponsor after appropriating the entire Charges or any part thereof for expenses it has already incurred for the Event, but in no case shall the amount of any refund to the Participant/Sponsor exceed the amount paid by the Participant/Sponsor nor shall the Participant/Sponsor be entitled to review or audit any of the Organizer's financial records.

## **5. Security**

The Organizer shall take all security precautions in the interest of the Participants and visitors. However, the Organizer shall not be held responsible for any loss or theft at the Event hall during the assembling, event and dismantling period. The Organizer shall also not be responsible for any loss or damage to any articles belonging to the Participants.

## **6. Fire Regulations**

All materials used in stands and event constructions must be properly fireproofed in accordance with the applicable laws and regulations. Fire marshals will patrol the Event facilities and will be authorized to stop any demonstrations that are potential fire hazards.

## **7. Intellectual Property Right Protection**

The Participant/Sponsor warrants that the exhibits and packages thereof and the publicity material or any other part of the display on the stand do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Participant/Sponsor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Participant/Sponsor and/or the Organizer and/or the latter's agents, representatives, contractors or employees of such third party's rights.

## **8. Warranties**

The Participant/Sponsor warrants that the importation display, marketing, sale, exportation, and/or possession (as the case may be) of the exhibits and packages thereof and the publicity material or any other part of the display on the stand and the distribution or dissemination of information relating to the exhibits or other products of the Participants on the Participant's Website or Organizer's online or mobile platform do not violate the laws of Korea. If any licenses or permits are required for such importation, display, marketing, sale, exportation, possession, distribution or dissemination, the Participant/Sponsor must be appropriately licensed or permitted. The Participant must at all times be compliant with any laws or regulations governing the importation, display, marketing, sale, exportation, and possession of such products. The Participant/Sponsor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this Condition.



## 9. Compliance with Regulations

The Participant/Sponsor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organizer, the proprietors or managers of the Event building or any municipal or any other competent authority.

## 10. Limitation of Liability, Insurance

1) The Organizer, its employees or agent shall not be liable for any loss, theft, damage or injury to person or property suffered by the Participant/Sponsor, its employees, agents or contractors.

2) Information given by the Organizer about the Event is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organizer and therefore any mistake or omission will not Participant/Sponsor to cancel the contract.

3) Whilst the Organizer shall use its reasonable endeavors to organize and promote the Event in such manner as it considers appropriate, the Organizer reserves the right to amend or vary the manner or methods of such organization and promotion and therefore any statements made by or on behalf of the Organizer as to audience projections or methods or timing of promotion shall constitute only general indications of the Organizer's promotion and organizing strategy and shall not amount to any representation or warranty.

4) The Participant/Sponsor shall be responsible for effecting insurance, the coverage of which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organizer upon request.

## 11. Supplementary Clauses

Whenever necessary, the Organizer shall have the right to issue supplementary regulations in addition to those in the Standard Terms of Contract to ensure the orderly management of the Event. Any additional written regulations and/or instructions shall form part of these Terms of Contract and they shall be binding on the Participant/Sponsor.

## 12. Governing Law and Jurisdiction

Construction, effectiveness and performance of this Agreement shall be construed in accordance with the laws of Korea.

Any dispute and difference of opinion incurred between the Parties arising from or in relation to this Agreement shall be resolved by arbitration which shall be held in Seoul, Korea in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board. Arbitration award shall be final and be binding on both Parties.