



**MALAYSIA HOBBY EXPO 2023: 5<sup>TH</sup> ANNIVERSARY**  
**MAEPS SERDANG**  
**2<sup>nd</sup> & 3<sup>rd</sup> DECEMBER 2023**

**TERMS & CONDITIONS FOR MALAYSIA HOBBY EXPO 2023**

**EXECUTION OF THE AGREEMENT**

An exhibition applicant or exhibitor (hereafter "Exhibitor") must comply with each of the rules and regulations contained in the Exhibitor Information and Exhibitor Manual as well as those stated herein. If the Exhibitor does not comply with these rules and regulations and violates them or it is confirmed that the exhibitor has violated them, the Organizer reserves the right to reject and cancel the exhibition application and to order the withdrawal of the Exhibitor and/or removal or modification of any exhibition space, stand, exhibit(s) and fixtures or ornaments. In that case, the Organizer shall not disclose or present the arguments that support his judgment. Moreover, fees and costs paid by the Exhibitor will not be refunded. The Exhibitor and related parties will not receive compensation for any damage or loss arising from the cancellation or withdrawal from the exhibition and modifications or removal of the stand, exhibit(s), and/or fixtures or ornaments.

**ELIGIBILITY**

An eligible Exhibitor is a corporation or individual who is in accordance with the exhibition purposes set by the Organizer. The Organizer will examine the exhibitors' applications and will review the Exhibition Application Form for mistakes or incomplete information. The Organizer will also check whether the exhibit(s) is in adherence with the spirit of the exhibition and will assess whether the Exhibitor meets the criteria set in the Exhibitor Information as well as in this Agreement and will decide whether the Exhibitor may participate or not.

**DOCUMENT SUBMISSION**

An Exhibitor's official application starts on the date that the Organizer receives the Exhibition Application Form. Then, the Organizer can request the submission of the Exhibitor's company brochures and printed materials which introduce courses of instruction and/or commercial outlets, images, website information, financial statements and other information. If the Exhibitor fails to submit these documents as requested, the Organizer may cancel the exhibition application.

After the Exhibitor has submitted the exhibition application, the Exhibitor must turn in all the documents requested by the Organizer by the specified date. In case of delays, the Organizer reserves the right to decide whether to fulfill or unfulfilled exhibition application matters.

**EXHIBITION FEE PAYMENT AND CANCELLATIONS**

The Exhibitor must pay the exhibition fees into the specified bank account by the fixed date as instructed in the invoice sent by the Organizer after receiving the exhibition application. Bank transfer charges must be borne by the Exhibitor. If the Exhibitor fails to pay the exhibition fee by the specified deadline, the Organizer reserves the right to cancel the exhibition application.

Should the Exhibitor fully or partially cancel its participation in the exhibition and rescind the contract after submitting the exhibition application, the Exhibitor must notify this in writing to the Organizer and must pay the stipulated cancellation fee.

**CANCELLATION FEE**

Upon confirmation no cancellation is allowed and deposit is non-refundable.



## **ASSIGNMENT OF EXHIBITION SPACE AND STANDS**

The Organizer determines the whole floor layout and location of exhibition spaces and stands. The Exhibitor must comply with the results. The location of each stand is decided in accordance with the rules established in the Exhibitor Information.

The Exhibitor cannot transfer, exchange, or sublet a portion of the total of the exhibition space/stand to another party unless the Organizer has granted permission.

When a cancellation occurs, the Organizer reserves the right to modify the whole floor layout and location of exhibition spaces/stands that was announced at the briefing session.

## **EXHIBIT DISPLAYS RULES**

The Exhibitor may only exhibit products and services of individual and corporate entities as detailed on the Exhibition Application Form. Exhibitors may not be allowed to display in their stand the names of products and services from related companies, group companies and affiliated businesses which have not been detailed in the Exhibition Application Form.

The Exhibitor cannot exhibit or sell counterfeit goods that violate intellectual property rights.

The rules for the installation and dismantling, display of exhibit(s) and set up of fixtures and ornaments are established in the Exhibitor Manual provided by the Organizer. The Exhibitor must comply with these rules.

The Exhibitor may not display, distribute or post promotional material, or solicit in the aisles or in any other space outside the confines of their exhibition space/stand.

The Exhibitor cannot conduct presentations or demonstrations that use or produce strong lights, heat, odors, loud noise, or act in any way that may trouble other parties or intrude upon neighboring exhibitors. Also, the Exhibitor is prohibited from using coercive sales methods, soliciting, an act in an abusive manner, or violate business practices towards other exhibitors and visitors. Should the Organizer determine that intruding behavior has occurred; the Organizer reserves the right to prohibit or order the Exhibitor to stop or modify such behavior. The exhibitor must comply with the organizer's demand.

The Exhibitor must comply with all fire and safety regulations and administrative directions applicable in the exhibition venue.

The Organizer is not responsible for any business negotiations and content of contracts between exhibitors or between exhibitors and visitors.

## **DAMAGE/LOSS RESPONSIBILITY**

Should it be found that the Exhibitor violated or is violating the terms presented in the Exhibitor Information and Exhibitor Manual as well as this agreement; the Exhibitor must pay compensation to the Organizer for all damages that may arise from such violation. Also, the Exhibitor must pay compensation for any damage caused by negligence or fault of the Exhibitor and/or his workers, staff, and related parties and inflicted to the exhibition venue and surrounding buildings and facilities.

The Organizer is not responsible for any injury and/or damages caused by the Exhibitor and/or his workers, staff, and related parties.

The Organizer may cancel or suspend the exhibition due to Acts of God or other causes beyond control. In such case, the Organizer will reimburse the balance of paid exhibition fee to the Exhibitor, provided there is money left after the Organizer has paid all relevant expenses. However, the Organizer will not pay compensation to the Exhibitor and related parties for damage/loss caused by the cancellation or suspension of the exhibition.



The Organizer will not pay compensation to the Exhibitor and/or his workers, staff, and related parties for damage/loss caused by natural disasters, public transport delays, social unrest, or others.

## **HANDLING OF PERSONAL INFORMATION**

If the Exhibitor collects personal information throughout the duration of the exhibition, the information must be acquired in a legitimate and appropriate manner in compliance with the personal information protection law and related laws. The Exhibitor must specify the purpose for which that information will be used, make a notification or public announcement of that purpose, and only deal with the personal information within the scope of that specified purpose. The Exhibitor must always inform and obtain consent from the owner of the personal information specially if such information may or will be released to third parties.

The Exhibitor must follow legal regulations for the custody and appropriate management and handling of personal information that was acquired throughout the duration of the exhibition.

In the event that an Exhibitor receives a complaint or request to disclose, amend, supplement, delete, stop the use, or erase personal information acquired throughout the duration of the exhibition, the Exhibitor must manage and handle such request in a legitimate and appropriate manner in compliance with laws and regulations.

If a dispute arises between the owner of personal information acquired, managed, and handled by an Exhibitor throughout the duration of the exhibition, and an entity that claims the ownership of that information, both parties must deliberate and settle the dispute. The Organizer is not responsible under any circumstances.

## **OTHERS**

The Malaysian Court is established as the exclusive agreement jurisdictional court in case that a lawsuit is filed for a dispute arising from the exhibition.

Any matters not covered by this agreement or by the Exhibitor Information or Exhibitor Manual presented by the Organizer, are subject to the decision of the Organizer.