

# APPLICATION/CONTRACT FOR EXHIBIT SPACE, PROMOTIONAL TOOLS & SPONSORSHIP



**5 - 7 February 2019**  
 Dubai International Convention and  
 Exhibition Centre, Dubai - UAE

Return to: [exhibit@aeedc.com](mailto:exhibit@aeedc.com)  
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 VAT TRN No.: 100292571500003

<b>EXHIBITING COMPANY</b>	<b>Stand No.</b> ..... (For Organiser use only)
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Company Name:		
VAT TRN No.:		
Brand(s) presented:		
Address 1:		
Address 2:	PO BOX:	
City:	Post Code:	
Country:		
Tel:	Website:	
<b>Authorised Signatory</b>	First Name:	Last Name:
	Position:	Email:
	Tel:	Mobile:

<b>INVOICING DATA</b>	<b>If same as above please tick</b>
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Company Name:	
VAT TRN No.:	
Address 1:	
Address 2:	
Address 3:	PO BOX:
City:	Post Code:
Country:	
Tel:	Fax:

<b>CONTACTS</b>
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<b>Marketing</b>	First Name:	Last Name:
	Tel/ Mobile:	Email:
<b>Sales</b>	First Name:	Last Name:
	Tel/ Mobile:	Email:
<b>PR / Media</b>	First Name:	Last Name:
	Tel/ Mobile:	Email:
<b>On-site / Logistics</b>	First Name:	Last Name:
	Tel/ Mobile:	Email:
<b>Billing / Payment</b>	First Name:	Last Name:
	Tel/ Mobile:	Email:

Company Stamp : \_\_\_\_\_ Name & Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Compliance with all applicable data protection laws is of the utmost importance; this also and particularly applies to the European General Data Protection Regulation of May 2018 (Regulation (EU) 679/2016) (the GDPR).

**Data protection.** INDEX being the Organiser shall comply with all applicable requirements of the Data Protection Legislation in its collection, processing, use and storage of personal data from Exhibitors of the Event or otherwise. The parties acknowledge that, in respect of such personal data, for the purposes of the Data Protection Legislation, the Organiser is the Data Controller. Without prejudice to the generality of this clause, the Organiser shall ensure that it has all necessary appropriate consents and notices in place.

\* VAT @ 5% not included in the below fees

1. YOUR STAND*		
<b>Exhibition Registration Fees:</b>		
Compulsory fees that include: Listing in AEEDC Exhibitors' Directory, listing in www.aeedc.com website, listing in AEEDC Visitors Pocket Guide, listing on the wall floor plans, use of AEEDC logos within your communication.		700 AED
<b>Stand Type and Size:</b>		
Raw Space (minimum 18sqm)	Size ..... sqm x 1,800 AED/Sqm=	AED
Shell Scheme (minimum 12sqm)	Size ..... sqm x 1,900 AED/Sqm=	AED
<b>Configuration</b> (for stand up to 36sqm included only)		
Linear Stand / 1 open side		N/A
Corner Stand / 2 open sides = 500 AED		AED
Peninsular Stand / 3 open sides = 1,000 AED		AED
Island Stand / 4 open sides = 2,000 AED		AED
<b>TOTAL 1</b>		<b>AED</b>
2. CO-EXHIBITORS*		
<p>Is considered as a co-exhibitor any entity physically present in the exhibitor stand and displaying products and/or services for which the exhibitor is neither the manufacturer, nor the distributor.</p> <p>Co-exhibiting company sharing a stand are eligible to same benefits as exhibitors, according to the payment of a co-exhibitor participation fee.</p> <p>Minimum stand size to have a co-exhibitor = 24 Sqm.</p> <p>Only 1 co-exhibitor per additional 12sqm is authorized.</p>		
<b>Co-Exhibitor 1 Name:</b>		500 AED      AED
Address 1:		
Address 2:		PO BOX:
City:		Post Code:
Country:		
Tel:		Website:
Contact Person	First Name:	Last Name:
	Position:	Email:
	Tel:	Mobile:
<b>Co-Exhibitor 2 Name:</b>		500 AED      AED
Address 1:		
Address 2:		PO BOX
City:		Post Code
Country:		
Tel:		Website:
Contact Person	First Name:	Last Name:
	Position:	Email:
	Tel:	Mobile:
<b>TOTAL 2</b>		<b>AED</b>

Company Stamp :

Name & Signature :

Date :

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\* VAT @ 5% not included in the below fees

### 3. PROMOTIONAL TOOLS, ADVERTISING & SPONSORSHIP\*

The terms and conditions specific to promotional tools and sponsorship are part of this contract (see pages 5 & 6).

#### Sponsorship Packages:

Platinum Sponsor (maximum 2 sponsors for this category)	180,000 AED	AED
Gold Sponsor (maximum 3 sponsors for this category)	140,000 AED	AED
Silver Sponsor (maximum 3 sponsors for this category)	50,000 AED	AED

#### Promotional Tools & Advertisement:

Qty.

Front Cover Inside Advertisement - AEEDC Directory	30,000 AED	AED
Back Cover Inside Advertisement - AEEDC Directory	25,000 AED	AED
Back Cover Advertisement - AEEDC Directory	35,000 AED	AED
Inside Page Advertisement - AEEDC Directory	3,500 AED	AED
Back Cover Advertisement - AEEDC Visitors Pocket Guide - <b>NEW!!</b>	20,000 AED	AED
Inside Advertisement - AEEDC Visitors Pocket Guide - <b>NEW!!</b>	5,000 AED	AED
Front Cover Inside Advertisement - AEEDC Conference Booklet	8,000 AED	AED
Back Cover Inside Advertisement - AEEDC Conference Booklet	5,000 AED	AED
Back Cover Advertisement - AEEDC Conference Booklet	10,000 AED	AED
1 Page Advertisement - AEEDC Conference Booklet	3,000 AED	AED
Back Cover Advertisement - AEEDC Conference Pocket Program	20,000 AED	AED
Inside Advertisement - AEEDC Conference Pocket Program	5,000 AED	AED
Package for inside 3 ads + Back cover - AEEDC Conference Pocket Program	30,000 AED	AED
1 Website Banner	2,000 AED	AED
Logo on the Wall floor plans	1,000 AED	AED
Lanyards	100,000 AED	AED
Conference Slot of 1 hour	18,500 AED	AED
Conference Symposium Slot of 2 hours	36,500 AED	AED
Delegate Bags	125,000 AED	AED
Insert in Delegates Bags	7,000 AED	AED

**TOTAL 3**

**AED**

Company Stamp :

Name & Signature :

Date :

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This form is part of your Application/Contract for Exhibit Space, Promotional Tools and Sponsorship

EXHIBIT SPACE & SERVICES COST		
<b>TOTAL 1</b>	Your Stand	AED
<b>TOTAL 2</b>	Co-Exhibitors	AED
<b>TOTAL 3</b>	Promotional Tools, Advertising & Sponsorship	AED
	<b>TOTAL ORDERED</b>	<b>AED</b>
	VAT 5%	<b>AED</b>
	<b>TOTAL AMOUNT</b>	<b>AED</b>

**NB:** Prices stated herein are applicable to AEDC Dubai event products and services. All companies will be subjected to 5% Value Added Tax (VAT). Federal Decree-Law No. (8) of 2017 on Value Added Tax (VAT Law) has been issued by the UAE Government effective 1<sup>st</sup> January 2018. VAT Law stipulates that all supply of goods & services shall be charged at a standard rate of 5%. For more information, please visit [www.tax.gov.ae](http://www.tax.gov.ae) or [www.mof.gov.ae/En/budget/Pages/VATQuestions.aspx](http://www.mof.gov.ae/En/budget/Pages/VATQuestions.aspx)

MODE OF PAYMENT	Cheque	Bank Transfer	Credit Card
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## PAYMENT SCHEDULE

1. Fifty percent (50%) non-refundable deposit payable upon signing the Contract. Failure to pay deposit within 15 days of signing this contract may results in your stand being reallocated.  
The booth will not be assigned until the appropriate payment and the completed application form / contract are received.
2. Fifty percent (50%) balance, payable by August 1, 2018. If the Exhibiting Company does not pay the balance of the contract price at the prescribed time, INDEX reserves the right to release such exhibiting company's space for re-assignment and shall be entitled to retain the fifty percent (50%) non-refundable deposit.
3. Applications received after August 1, 2018 must be accompanied by full payment in order to be considered.
4. All payments to be made by Bank Transfer, Credit Card or Cheque. Please refer to invoice for banking and account details. All the bank charges to be borne by the remitter.

Account Name: **Index Conferences & Exhibitions Organization Est.**

IBAN: **AE500260001014435107601**

Account No.: **1014435107601**

SWIFT: **EBILAEAD**

Emirates NBD, Oud Metha Branch, P.O. Box 13636, Dubai - U.A.E.

Credit Card Payment:  Visa  Master Card

Credit Card No.:

CVV Code:

Expiry Date: ..... Name on Card..... Signature: .....

5. Sponsors will not receive brand promotion until receipt of deposit.

Company Stamp :

Name & Signature :

Date :

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1. Under these Conditions, the term "Exhibitor" means the signatory of this application which includes all employees and/or agents of such; and the term "Exhibition" means the **UAE International Dental Conference & Arab Dental Exhibition**; and "INDEX\*" means **INDEX\* Conferences & Exhibitions Organization Est.**
  2. To confirm the exhibitor's space and location, 50% of the total amount must be paid upon signing the contract.
  3. In case of joint-venture howsoever described the Exhibitor is deemed to have obtained the consent of all the individual participants to all the conditions of this contract.
  4. If the Exhibitor does not pay the balance of the contract price at the prescribed time, INDEX\* reserves the right after written notice to the Exhibitor or the agents as appropriate to cancel the booking. In this event if the Exhibitor cancels the booking after the application is granted, the deposit will be forfeited. Additionally, if cancellation occurs for either reason after the prescribed date for payment of the balance of the contract price a sum in liquidated damages equivalent thereof will be payable by the client to INDEX\* in any event.
  5. Applications for space must contain details of the proposed exhibit and the name of any other company represented by the Exhibitor whose products are to be shown on or whose services are to be referred to on the stand.
  6. INDEX\* shall have full power to determine in every respect the allocation of area and position of space and it shall be entitled for any reason which in its sole opinion is in the general interest of the Exhibition to vary the general layout or location of any particular stand even if it has already been allocated and the Exhibitor shall accept a new allotment of space in substitution of the original.
  7. Booth Space Assignment and Payment. The organiser will draw up the plan for the exhibition and allocate places to the exhibitors, without any restriction, taking account, where possible, of the wishes expressed by the exhibitors, the nature of the products and services presented by the exhibitors, the layout of the stands that they propose to set up and, where necessary, the dates on which the applications were registered. Should the requested space be previously assigned or the floor layout change, INDEX\* will make reasonable efforts to provide suitable alternate space based on when application and payment were received. An exhibiting company's ultimate placement by INDEX\* shall be considered final, provided that INDEX\* reserves the rights to relocate an exhibiting company at any time, at its sole discretion, for the overall good of the show. INDEX\* is not obligated to reimburse the exhibiting company for any costs arising from such relocation.
  8. Upon the acceptance of the Exhibition Space contract, a contract shall arise between INDEX\* and the Exhibitor and with regards to space allotted, a relationship of licensor and the licensee shall arise and continue between INDEX\* and the Exhibitor. In case of non-payment of any sum due or any breach or non-observance of any of these conditions by the Exhibitor, INDEX\* shall have the full right to revoke this license and to re-enter upon the allotted space and may remove and exclude the Exhibitor without prejudice to recovering all monies payable hereunder, all other claims against the Exhibitor and the right to recover damages sustained by INDEX\*.
  9. Cancellation / Change Of Exhibit. In the event INDEX\* is unable to organise the exhibition for any cause beyond its reasonable control, or if it cannot permit the exhibiting company to occupy its space due to causes beyond INDEX\*'s reasonable control, INDEX\* has the right to cancel the exhibit with no further liability than a refund of the stand space rental less a proportionate share of the exhibition expenses incurred by INDEX\*. INDEX\* shall in no event be liable for incidental or consequential damages to exhibiting company arising from or relating to such cancellation. Should exhibiting company's display and/or material fail to arrive, exhibiting company is nevertheless responsible for the rental of its exhibit space. INDEX\* reserves the right to change the venue and date of the Exhibition under certain circumstances. In the event of a change of venue and/or date, or cancellation of the Exhibition, except as provided under the heading "Cancellation/Change of Exhibit", the exhibiting companies shall not be entitled to any claim for damages arising from such change or cancellation.
  10. The Exhibitor shall occupy the allotted space by 08:00 am on the day prior to the opening to the Exhibition. In the event of a default due to any cause whatsoever the Exhibitor shall pay to INDEX\* a further sum in liquidated damages equal to the total charge for the space and INDEX\* shall have the right to deal with the space in any way it thinks best.
  11. In the event of any Exhibitor committing an act of bankruptcy or if a limited company being wound up the contract with it shall be determined void and all monies already paid shall be retained by INDEX\*.
  12. The Exhibitor may not assign, sublet or grant licenses in respect of any part of the space allotted, nor may advertisements of firms who are not bonafide Exhibitors show on its stand. Only those products, services and companies mentioned on the application form may be incorporated in the stand.
  13. Should the Exhibitor withdraw, without prejudice to the rights and remedies of INDEX\* in respect of any breach of the Contract on the part of the Exhibitor, INDEX\* at its discretion, may allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:
    - a) The Exhibitor must give written notice to INDEX\* that he/she desires to withdraw and if INDEX\* allows such withdrawal it will notify the Exhibitor of its decision in writing.
    - b) Any such notification by INDEX\* to the Exhibitor will constitute a cancellation of the contract subject to the payment by the Exhibitor to INDEX\* of a consideration for release from the contract.
    - c) The amount for such payment will be specified in INDEX\* notification to the Exhibitor and will be that proportion of the space rental payable under the contract here specified.
    - d) If notice of withdrawal is received on or before 1<sup>st</sup> August 2018, the proportion of space rent payable is 50%.
    - e) If notice of withdrawal is received after 1<sup>st</sup> August, the proportion of space rent payable is 100%.
    - f) Upon payment of such amount to INDEX\* by the Exhibitor (credit being given by INDEX\* for all the rental already paid by the Exhibitor) the Contract shall be cancelled and neither party shall pay any further claim against the other.
  14. The Exhibitor will be totally responsible for the cost of restoring to its original condition any part of the stand or structure occupied by them, which has been altered or damaged in any way.
  15. INDEX\* shall not be responsible for the loss or damage to any property of the Client or any other person caused by theft, fire, defect in the Exhibition Hall (the Hall) storm, tempest, lighting, national emergency, civil unrest, war labour disputes, lockouts, explosions, Acts of God and general cases of "force majeure" whether or not "ejusdem generic" with the foregoing or any cause not within INDEX\* control or for any loss or damage sustained in the event that the opening or holding of the Exhibition is prevented, postponed or abandoned or if the hall becomes totally or partially unavailable for the holding of the Exhibition due to any of the foregoing causes. The Exhibitor shall indemnify and hold INDEX\* safe and harmless from all loss and damage to person or property and all claims arising out of the Exhibitor's stand fittings and for the Exhibitor's portions of the shell scheme and for any loss or damage to the basic shell scheme stand. The Exhibitor is advised to take out insurance cover for the purpose of indemnifying INDEX\* as aforesaid and also to cover itself against all risks in respect of which INDEX\* is expressed not to be responsible in these conditions.
  16. In no event shall the Exhibitor have any claim for damages of any kind against INDEX\* in respect of any loss or damage consequent upon the prevention or postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to above or otherwise the Hall becoming wholly or partially unavailable for the holding of the Exhibition for reason beyond INDEX\* Control and INDEX\* shall be entitled to retain all sums paid by the Exhibitor or such part thereof as INDEX\* shall consider necessary. If in the opinion of INDEX\* by rearrangement or postponement of the period of the Exhibition or by substitution of another hall, or building or in any other reasonable manner, the Exhibition can be carried out these conditions shall be binding upon the parties except as to size and position as to which any modification or rearrangement shall be determined by INDEX\*.
  17. The Exhibitor shall hold INDEX\* safe and harmless from all loss or damage suffered by or arising out of any default of any servant, agent, employee or subcontractor of the Exhibitor. INDEX\* cannot accept any complaint or claim against them unless it is submitted in writing to the address given below within two weeks of the closing date of the Exhibition. All claims and disputes shall be settled in Dubai in accordance with Dubai Laws and Customs.
  18. INDEX\* reserves the right to alter, add to, or amend any of these conditions and the decision of INDEX\* shall be final.
  19. The Exhibitor shall not without the written consent of INDEX\* display, exhibit or bring into the Hall any explosive or dangerous material of any kind which may cause noxious fumes or which make use of or display any other material which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify INDEX\* against any loss or damage arising out of a breach of this clause.
  20. An Exhibitor Manual will be issued to the Exhibitor containing detailed instructions for the organization of the Exhibition.
  21. All display advertising exhibits and stand arrangements shall be appropriate to the subject matter of the Exhibition in the sole opinion of INDEX\*. It shall be aesthetic and of a suitably high standard and shall not contravene or conflict with any local law, moral or custom. And if in the opinion of INDEX\*, the Exhibitor is in breach of this clause, INDEX\* may direct the Exhibitor to rectify such breach and the Exhibitor shall act upon it immediately.
  22. Stand rentals may be paid in US Dollars or UAE Dirhams..
  23. In the event of a breach of any of the conditions herein, INDEX\* may in all cases retain all monies paid by the Exhibitor and recover further monies from the Exhibitor as provided herein.
  24. Following general terms and conditions apply to the sale of advertising space in the value-added marketing products of AEDC (show's official catalogue, newsletter, etc.) and on the event official website. The derivative products and website of the event are hereinafter referred to as the "Promotional Tools". Any request to place an advertisement in AEDC's communication tools is considered firm and binding on the advertiser as soon as it has been registered by INDEX\*.
- In the event of inconsistency between these general terms and conditions of sale and the terms and conditions of purchase of any advertiser, it is agreed that these general terms and conditions of sale shall prevail.
- The advertiser agrees to provide any and all documents or offset transparencies necessary for the printing and/or on-line placement of the advertiser's message within the agreed lead times. Technical costs if any shall be borne by the advertiser.
- The advertiser shall comply with any and all instructions issued by INDEX\* and indicated in INDEX\*'s commercial documents concerning the supply of technical materials (e.g. format of advertising banners).
- Lead time for on-line placement: 3 working days from the date of receipt of technical materials. If an order is cancelled for any reason whatsoever, the 50% down payment shall be retained with INDEX\*.
- The registration by INDEX\* of a request for the insertion of an advertisement only grants the advertiser the right to occupy the space reserved for such advertisement. The space, form and mode of posting of the proposed advertisements and the related prices are indicated in the purchase order. Prices do not include technical costs such as, where applicable, the cost of creation and production of the advertisements. Except for those spaces indicated in the publication price list, no space may be guaranteed, regardless of the indications placed by the advertiser on the request for advertising publication.
- The copy and visuals of an advertisement and in particular brands and designations are published under the sole responsibility of the advertiser. In particular, the advertiser alone is responsible for the payment of any reproduction rights for photographs used.
- The advertiser hereby releases INDEX\*, the publisher, the printer and any and all third parties from any civil or criminal liability they may incur because of advertisements that have been published at the advertiser's request. The advertiser guarantees INDEX\*, the publisher, the printer and any and all third parties against any claims asserted by third parties in respect of the content of such advertisements. The advertiser accordingly agrees to defend at its own expense INDEX\*, the publisher, the printer and any and all third parties in the event that proceedings or claims are brought or asserted against them in respect of the contents, data, information, messages etc.
- No error due to INDEX\*, the publisher, the printer or any and all third party in respect of an advertisement shall in any event result in the cancellation of such advertisement. The correction shall be made in the catalogue or the following advertising products.
- No claim shall be accepted unless it is made in writing within eight days from the date of insertion or on-line placement.
- 50% of the price of the advertisement including tax shall be payable upon delivery of the purchase order, the remainder being due upon receipt of the invoice. If the advertiser fails to make any payment upon the due date, all amounts due shall become immediately payable in full.
- All application for insertion of advertisements imply the acceptance of the above general terms and conditions
- We have read all the above Terms & Conditions of this form and we undertake to observe and to be bound by them
- All communications should be addressed to:
- 

**INDEX\* Conferences & Exhibitions Organisation Est.**  
INDEX Holding Headquarters, Road # D-62, Opposite Nad Al Hamar  
P.O. Box: 13636, Dubai - United Arab Emirates  
Tel: +971 4 5208888, Fax: +971 4 3384193  
E-mail: index@emirates.net.ae  
Website: index.ae

The terms and conditions herein constitute the entire agreement between the Sponsor and Organiser for the provision of services and shall be deemed to be accepted on commencement of a sponsorship, whether under a contract of service or for services.

The terms and conditions stated herein shall apply to all sponsorship for events arranged by the Organiser.

## 1. Sponsorship Fee

- 1.1 In consideration of the rights and licences granted, the Sponsor shall pay the Organiser the agreed fee (the 'Sponsorship Fee') in accordance to their sponsorship package as set out in the foregoing Sponsorship Contract.
- 1.2 The 'Sponsorship Fee' (Sponsorship package full payment and 5% VAT) shall be solely borne by the Sponsor (the amount may include currency control restrictions, bank charges, fees, duties or other transactional costs).

## 2. Sponsorship rights

In consideration of the payment by the Sponsor of the Sponsorship Fee, the Organiser hereby grants to the Sponsor the following Sponsorship Rights where applicable and as agreed on the Corporate Sponsorship Form:

- 2.1 The right to be designated as an Official Sponsor of the Event (or such similar designation as may be agreed between the parties) at the Event;
- 2.2 The right to use of the designated Sponsor Logo;
- 2.3 The right to have the Sponsor Logo on event materials as outlined on the Corporate Sponsorship Form;
- 2.4 The right to one (1) promotional opportunity as outlined on the Corporate Sponsorship Form;
- 2.5 The right to a web link on the Event website as outlined on the Corporate Sponsorship Form.

## 3. Obligations of Sponsor

The Sponsor hereby warrants to the Company that:

- 3.1 The Sponsor will exercise the Sponsorship Rights strictly in accordance with the terms of this Agreement;
- 3.2 The Sponsor to submit to the Organiser for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of the Sponsor Profile and Sponsor Inserts;
- 3.3 The Sponsor Inserts distributed at the Event shall comply in all respects with the samples approved.
- 3.4 and to immediately withdraw them at its sole cost from circulation at the written request of the Organiser if they do not;
- 3.4 The Sponsor to provide to the Organiser, at the Sponsor's sole cost and expense, the Sponsor's Marks in eps 300dpi format in both black and white and full colour within print deadlines reasonably specified by the Organiser for it to be reproduced under the control of the Organiser for the fulfilment of the Sponsorship Rights;
- 3.5 The Sponsor undertakes not to share any of the rights and licences granted herein or engage in joint promotions in relation to the Event except in each case with prior written consent of the Organiser;
- 3.6 The Sponsor shall supply at its cost finished artwork relating to its name, logos and other identification provided herein within print deadlines reasonably set by the Organiser and confirm all such rights so to use;
- 3.7 The Sponsor warrants that it owns and/or is solely entitled to use the Sponsor Logo and other material supplied to the Organiser in relation to this Agreement, and the Organiser;
- 3.8 The Sponsor will not make or cause to be made or issued any report or announcement to the press or media regarding the Sponsorship Rights or the Sponsor's appointment except in the form approved by the Organiser in writing;
- 3.9 The Sponsor agrees that it shall exercise the rights and licences granted at its sole risk and shall indemnify and hold harmless the Organiser with respect to all claims of, and liability to, third persons for injury, death, loss, or damage of any type arising out of, on in connection with, the exercise of such rights and licences except where such injury, death, loss or damage of any type arising out of, or in connection with, the exercise of such rights and licences except where such injury, death, loss or damage has resulted from negligent act(s) or omission(s) of the Organiser; and
- 3.10 The Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, without the Organiser's prior written consent.

## 4. Obligations of Organiser

The Company hereby warrants to the Sponsor that:

- 4.1 The Organiser owns and/or controls the Event and the Proprietary Rights and use of the Sponsorship Rights by the Sponsor as provided for under this Agreement shall not infringe the rights of any third party;
- 4.2 The Organiser shall to the best of its abilities organise the Event in accordance with the Event Format as outlined in the Event Catalogue and website;
- 4.3 The Organiser shall to the best of its abilities and using all reasonable means to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor and to ensure that all relevant Sponsor advertising materials is properly in place and operational and not concealed or obscured from view at any time.
- 4.4 The Organiser shall consider any reasonable requests from the Sponsor or any of its agents to run joint promotional activity;
- 4.5 The Organiser acknowledges that the Sponsor owns and/or controls the Sponsor Logo and the Organiser shall not knowingly do or cause or permit anything to be done which may endanger the Sponsor's rights and title in the Sponsor Logo;
- 4.6 Should the date of the event change for any reason, the Organiser will notify the Sponsor in writing at least three calendar months before the commencement of the Event. Upon the date of the Event changing and where the Organiser has notified the sponsors in writing at least three calendar months prior to the Event, the termination policy as stated in point 6.4 shall stand.

## 5. Term and Termination

- 5.1 This Agreement shall take effect on and from the Commencement Date and shall continue up to and including the date of the Event.
- 5.2 Either party may terminate this Agreement with immediate effect at any time by giving written notice to the other party if:
  - a. the Sponsor fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than five (5) Business Days after being notified in writing to make payment;
  - b. the other party commits a material breach of any material term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of five (5) Business Days after being notified in writing to do so. However, this five (5) Business Day period will be reduced to three (3) Business Days if the Organiser calls upon the Sponsor to remedy the breach during, or within, the ten (10) Business Day period before the Event begins;
  - c. the other party repeatedly breaches any of the terms of this Agreement in a manner

that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

## 6. Consequences of termination Following termination of this Agreement for whatever reason

- 6.1 The Sponsorship Rights granted by the Event Owner/Organiser to the Sponsor pursuant to the above clause 3 shall revert to the Event Owner/Organiser and thereafter the Sponsor shall not use or exploit (directly or indirectly) its previous connection with Organiser or the Event.
- 6.2 The Sponsors shall not make any further use of or reproduce or exploit any of the rights or licences granted under this Agreement or make any representation thereof that may be confusingly similar.
- 6.3 The Sponsor shall forthwith cease carrying on all business under this Agreement.
- 6.4 Termination of this Agreement by either party and for any reason shall be without prejudice to any rights that may have accrued as at the date of such termination or which may accrue subsequently thereto to either party pursuant to or under the procedures set out in clause 8.
- 6.5 Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including clause 1 (Definitions and interpretation), clause 7 (Consequences of termination), clause 8 (Limitation of liability and indemnities), and sub-clause 11,2 (Governing law and jurisdiction).
- 6.6 For any cancellation of sponsorship order received before 1st November 2018, non-refundable deposit remains due and retained by the Organiser. For cancellation of Sponsorship on and after 1st November 2018, the full amount is due and payable to the Organiser.

## 7. Limitation of liability and indemnities

- 7.1 The Organiser undertakes to indemnify the Sponsor against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach of any of the terms of this Agreement by the Organiser.
- 7.2 The Sponsor undertakes to indemnify the Organiser against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach of any of the terms of this Agreement by the Sponsor.
- 7.3 The provisions of this clause 8 shall survive the termination or expiry of this Agreement.
- 7.4 Neither party shall be liable to the other under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result or breach or non-performance of this Agreement due to a Force Majeure Event.
- 7.5 Subject to clause 8.4, under no circumstances shall the Organiser be liable to the Sponsor for any of the following, whether in contract, tort (including negligence) or otherwise: • any indirect or consequential losses; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of business opportunity; loss of profits or anticipated profits; or loss of wasted expenditure.
- 7.6 Subject to clause 8.4, the Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of the Organiser's obligations under this Agreement, in respect of any one or more incidents or occurrences during the Term, shall be limited to a sum equal to the amount of the Sponsorship Fee received by the Organiser as at the date of such act or omissions.

## 8. Representations and warranties

- 8.1 The Sponsor represents and warrants that:
  - a. it owns or is solely entitled to use the Sponsor's Marks and any other material supplied to the Organiser in relation to this Agreement and the Organiser shall be entitled to see evidence to this effect on request;
  - b. it shall exercise all rights and licences granted in this Agreement in accordance with all relevant rules and regulations of the Event and in accordance with applicable media and domestic laws including all applicable safety legislation.

## 9. Intellectual property rights

- 9.1 The Organiser and the Sponsor acknowledge as follows:
  - a. all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and the Organiser shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them;
  - b. all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and the Sponsor shall not acquire any rights in the Organiser's Marks, including any developments or variations of them.
- 9.2 All Intellectual Property Rights in and to any materials produced for the Event, shall remain, or be assigned to become, the sole and exclusive property of the Organiser.

## 10. Miscellaneous

- 10.1 This Agreement including the Schedules contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and arrangements (whether written or oral) in relation to such subject matter between the parties.
- 10.2 These General Terms and Conditions shall be governed by and construed in all respects in accordance with the law of the United Arab Emirates and the Exhibitors irrevocably submit to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre for the determination of disputes.

We have read all the above Terms & Conditions of this form and we undertake to observe and to be bound by them

All communications should be addressed to:



**INDEX® Conferences & Exhibitions Organisation Est.**  
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