

# TERMS & CONDITIONS

**1. Defined Terms:** “*Agreement*” means, collectively, (i) the Exhibition Space Agreement for the Event and any ancillary documents associated therewith and delivered through any means at any time to the Exhibitor, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. “*Event*” collectively means, the HOTECH 2019 Tradeshow referred to above, on the previous or facing page, or in materials attached hereto, as organized by the Association. “*Facility*” means the venue where the Event is held. “*Exhibitor*” means the company or person entering into this Agreement, as listed on the Exhibition Space Agreement.

**2. Agreement Acceptance, Eligibility, and Payment:** This Agreement becomes binding and effective when it has been submitted electronically by Exhibitor, and, in either event, acknowledged and accepted by the Association in writing by delivering Exhibitor a booth space assignment confirmation. The Association may refuse acceptance of any Event application for any or no reason. Eligibility to exhibit at the Event is generally limited to persons or firms that supply products and/or services relevant to the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. The Association, and its respective successors and assigns, shall be authorized to rely upon the acknowledgement of Exhibitor hereto on this Agreement. Upon this Agreement becoming binding, Exhibitor agrees to pay the Association the fees, when due, according to the payment schedule stated in the Agreement or on the electronic application form. If Exhibitor submits its application electronically, payment will be automatically charged and applied according to the payment schedule stated therein. The Association has the right to charge Exhibitor a late fee on all outstanding amounts owed by Exhibitor. The Association reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to the Association, including for ad insertions, sponsorships, booth space, or any other product or services offered by the Association for which Exhibitor has a balance due. All fees paid by Exhibitor to the Association are non-refundable except as specifically set forth herein. Exhibitor’s payment obligations shall survive any termination of this Agreement.

**3. Term:** This Agreement commences effective the date the Exhibitor registration form is submitted and accepted by the Association and shall terminate upon the conclusion of the Event, including any move out activities following the Event, unless earlier terminated as stated herein.

**4. Termination by the Association:** Notwithstanding anything herein to the contrary, the Association may terminate this Agreement at any time, including during the Event, for any reason without a

refund or liability to Exhibitor of any sort, and without a reduction in fees owed by Exhibitor to the Association, and without limiting any other remedy the Association may have: (i) if Exhibitor fails to make any payment required by this Agreement in a timely manner; (ii) upon any breach or threatened breach of this Agreement by Exhibitor; (iii) if the Association, in its sole discretion, believes the Exhibitor’s exhibit is inappropriate for any reason, including, but not limited to, (a) if Exhibitor exhibits products in competition with Exhibitor’s resellers who are exhibiting at the Event, (b) if Exhibitor exhibits products different from what it stated in the registration process, or under a different company or brand name, (c) if Exhibitor exhibits products or displays promotional materials that the Association, in its sole discretion, reasonably believes infringe the proprietary rights of a third party or if we are informed that Exhibitor has been accused by a third party of infringement, or (d) if Exhibitor exhibits products that the Association reasonably believes Exhibitor is not authorized to exhibit; or (iv) if Exhibitor becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute. Additionally, the Association may terminate this Agreement for convenience at any time for any reason, and upon such termination, shall be liable only for the amount actually paid to the Association by Exhibitor for renting exhibition space at the Event.

**5. Termination by Exhibitor:** Exhibitor may terminate this Agreement at any time by giving written notice thereof to the Association, which termination is effective upon the Association acknowledgment of receipt of such written notice. Upon Exhibitor’s termination of this Agreement for any reason, Exhibitor may only be due a refund of any fees paid if Exhibitor paid fees upfront and Exhibitor terminates the Agreement before such paid fees are due, payable, and non-refundable according to the payment schedule associated with this Event, as detailed in the Agreement on the electronic Registration Form. Upon a termination by Exhibitor, all payments made are non-refundable, except for the percentage of the total payment that is not yet converted into a non-refundable payment (all according to the payment schedule associated with this Event, as detailed in the Agreement or on the Registration Form). If Exhibitor requests to reduce the size of its booth space after entering into this Agreement, the Association may choose to reject or grant such request in its sole discretion, and the Association may not refund any fees paid or reduce the fee payment obligation under the terms of the Agreement. Additionally, depending on space remaining available to be allocated for the Event, the Association may require Exhibitor to move to another place on the floor and to pay an additional amount of money (in addition to what is owed under the Agreement) for such

new, smaller booth space requested by Exhibitor and/or for costs associated with the move.

**6. Cancellation of Event:** Subject to the termination provisions contained herein, if the Association cancels the Event, or the Event is cancelled or not held, for any reason, including as a result of force majeure, the Association shall refund to Exhibitor its booth space rental payment previously paid, minus a share of costs and expenses incurred by the Association, in full satisfaction of all liabilities of the Association and Facility to Exhibitor. Additionally, the Association reserves the right to postpone, rename or relocate the Event or change the Event dates. If the Association changes the name of the Event, relocates the Event to another facility within the same geographic area, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, and the Fiji Hotel and Tourism Association (FHTA) shall assign to Exhibitor, in lieu of the original space, other space as the Association deems appropriate, and Exhibitor agrees to accept such space under the terms of this Agreement.

**7. Assumption of Risks; Release:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by or resulting from acts of the Fiji Hotel and Tourism Association (FHTA), Facility, any Event participants, including exhibitors and invitees, God, including weather conditions, or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. The Association or Facility may utilize personnel to regulate the flow of attendees at the Event, but such personnel are not security guards. Exhibitor shall insure its property against damage, loss and theft and agrees to not make any claims against the Association or Facility for any loss. Neither the Association nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither the Fiji Hotel and Tourism Association (FHTA) nor Facility, nor their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not. Exhibitor understands and agrees that the Event stages "Rain or Shine" and Exhibitor receives no allowance of any sort in the event of bad weather. The Association makes no representations or warranties, express or implied, regarding the success of the Event, including the number of persons who will attend the Event, or regarding any other matter, except as explicitly set forth herein. This section shall survive any termination of this Agreement.

**8. Indemnification:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to the Association) and hold the Association and Facility, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event, including the sale of merchandise sold by Exhibitor; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) by Exhibitor of any law or ordinance or of the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims arising out of or relating to Exhibitor's actions; (f) Exhibitor's acts that result in damage, harm or injury (including death) to anyone or their property at the Event; and (g) any and all loss of or damage to property or the business or profits of Exhibitor. This section shall survive any termination of this Agreement.

**9. Insurance:** Exhibitor shall, at its own expense, secure and maintain throughout the term of this Agreement, including move-in and move-out days, relevant Insurance, including medical cover.

**10. Limitation of Liability:** Under no circumstances shall the Fiji Hotel and Tourism Association or Facility, or their respective affiliates, representatives, officers, directors, shareholders, agents, employees and assigns, be liable for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof.

**11. Compliance with Laws; Taxes and Licenses:** Exhibitor agrees to abide by and observe all local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any union labor work rules). Exhibits must meet all required fire regulations; those that do not pass inspection will be ordered closed until all fire hazards are corrected or removed. Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. If advised by

the Association to ship merchandise to a specific location, Exhibitor will do so and will not permit the delivery of merchandise to the Facility.

**12. Assignment of Space; Exhibit Space Occupancy, Use and Departure:**

Exhibition space for the Event shall be assigned by the Association in its sole discretion. The Association reserves the right to change the floor plan or to move Exhibitor to another similar size booth location prior to or during the Event for a legitimate reason, in the Association's discretion. Exhibitor may not sublet, share or license all or any portion of its exhibition space. The Fiji Hotel and Tourism Association (FHTA) shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space 12 hours prior to the Event opening or leaves its space unattended at any time during the Event, the Fiji Hotel and Tourism Association (FHTA) shall have the right to take possession of the space and terminate this Agreement with no refund. All exhibits must be open for business at all times during the Event. If Exhibitor, through circumstances beyond its reasonable control, is delayed in arrival or set-up, it must notify the appropriate Fiji Hotel and Tourism Association (FHTA) contact immediately.

Additionally, (a) only Exhibitor will be permitted in its booth two (2) hours prior to published "Event Open Times;" all labor performed by contractors must be complete by that time, and no attendees may visit the booth prior to the Event Open Time; (b) Exhibitor must vacate its booth by the posted move-out time highlighted by the Association; (c) no one under 18 years of age (or as required by the applicable Facility) shall be admitted on the show floor during move-in/out days of the Event; and (d) no breakdown, dismantling of exhibit, or sale and subsequent removal of exhibit merchandise is permitted before the Event officially ends. If Exhibitor violates subsection (d) hereof, it will be assessed an early breakdown fee of \$500 and may be denied booth space access at future events. Exhibitors that leave excessive materials in their booth space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges. Any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held are strictly prohibited during the Event.

**13. Licenses; Communications:**

Exhibitor grants to the Association a fully paid, perpetual, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event, and to use those items in the Fiji Hotel and Tourism Association's (FHTA) promotional materials. The Association shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor from any directory or other lists or materials. The Association may also take photographs of Exhibitor's booth space, products, guests and personnel during, before, or after the Event, and use those photographs for any promotional purpose. The

Association hereby grants to Exhibitor a limited, non-exclusive license to use, display and reproduce the name of the Event (the "Mark") solely and directly in connection with exhibiting at the Event. Unless Exhibitor receives the Fiji Hotel and Tourism Association's (FHTA) prior written consent, Exhibitor may not use the Mark in any other way, including but not limited to, on party invitations, for special events or on marketing materials. This limited license expires at the conclusion of the Event. The Fiji Hotel and Tourism Association (FHTA) may terminate this license immediately at any time for any or no reason.

**14. Contractor Services:** The Association has contracted, on an exclusive basis, with official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services.

**15. Character of Displays; Use of Aisles and Common Areas; Sound:**

Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of the Association and no signs, decorations, banners; advertising material or special exhibits will be permitted in such areas except by written permission of the Association. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. Balloons and stickers are prohibited in the exhibit area and Facility; handouts with gummed backing that adhere or cause adhesion are considered stickers. Exhibits must be arranged so that show attendees do not stand in the aisle while viewing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may or may not be permitted in the Association's sole discretion. Sound of any kind must not be projected outside of Exhibitor's exhibit space. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

**16. Outside Exhibits/Hospitality Suites:**

Exhibitor is prohibited, without the prior written approval of the Association, from displaying products or services, and/or other advertising material, in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. Exhibitor is also prohibited from conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any of the Association-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through the Association. If Exhibitor fails to occupy its exhibit space for any reason during official Event hours, the Fiji Hotel

and Tourism Association (FHTA) reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name, but Exhibitor shall remain liable for such hotel or applicable venue fees.

**17. Freight Shipment:** Exhibitor is responsible for their own shipment to ensure proper shipment and identification of freight to the Event.

**18. Governing Law:** This Agreement is governed by and construed in accordance with the laws of Fiji as applied to contracts entered into and to be performed within Fiji.

**19. Miscellaneous:** Exhibitor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of the Association. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Association. Failure or delay by the Association to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire Agreement between the Association and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between the Fiji Hotel and

Tourism Association (FHTA) and Exhibitor relating to the Event. Any amendment to this Agreement must be in writing and signed by an authorized representative of the Fiji Hotel and Tourism Association (FHTA). In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.