

## Big 5 Construct North Africa – UAE Pavilion

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**Exhibition Name:** Big 5 Construct North Africa  
**Date:** 10 - 12 APRIL 2018  
**Place:** Casablanca, Morocco

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Position: \_\_\_\_\_ Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

We wish to exhibit in the Dubai Pavilion and request:

9 SQM booth at AED 13,200/-

Each additional 3 SQM = AED 4,400/-

Total SQM requested: \_\_\_\_\_

Exhibitors will receive the following complementary as part of the booth:

Carpet, internet connection, lighting, electricity point, exhibitor passes (two), chairs, lockable cabinet, reception counter, table, wall shelving and fascia (banner) with your company name and UAE branding featured and other company branding?

Exhibitors joining the UAE Pavilion will be able to benefit from services, such as pre-show marketing and briefings; business meetings with potential customers at the exhibition and Potential for market visits; use of the DE Hospitality Lounge and full event management and on-site support at the exhibition, whenever applicable.

Special Requirements: \_\_\_\_\_

Please describe the products to be promoted at the exhibition (must have at least 40% value addition within the UAE territory):

Exhibited in this exhibition previously. Yes / No      Currently exporting but not to this market. Yes / No  
Presently exporting to this market. Yes / No      Have a local representative in this market. Yes / No

Please select the appropriate exhibition participation objectives. At the end of the exhibition, DE will follow-up with you to evaluate the outcomes of your objectives to measure the overall effectiveness.

- |   |  |
|---|--|
| <input type="checkbox"/> Appoint a local representative             | <input type="checkbox"/> Meet end-users                              |
| <input type="checkbox"/> Identify a potential joint venture partner | <input type="checkbox"/> Meet existing buyers                        |
| <input type="checkbox"/> Identify new buyers                        | <input type="checkbox"/> Reinforce corporate image                   |
| <input type="checkbox"/> Keep abreast of competitors' activities    | <input type="checkbox"/> Secure a licensing arrangement? franchising |
| <input type="checkbox"/> Launch a new product                       | <input type="checkbox"/> Other (please specify):                     |
| <input type="checkbox"/> Make direct sales                          |  |

I declare that this information is true and correct. I agree to the **Terms and Conditions** in connection with this exhibition. I agree to pay the exhibition participation fee, as indicated in this application.

Authorized Representative: \_\_\_\_\_ Position: \_\_\_\_\_

Signature and Company Stamp: \_\_\_\_\_ Date: \_\_\_\_\_

# Dubai Exports Events Agreement – Terms and Conditions of Participation

## EVENT AGREEMENT

- A. DE ('Dubai Exports') proposes to conduct an Event to facilitate exporting and encourage investment in Dubai.
- B. The Dubai Exports member or company registered in the UAE (Participant) wishes to register and participate in the Event.
- C. These Terms and Conditions of Participation are to be read in conjunction with the Event Brochure and Application Form. In the event of any inconsistency, the Terms and Conditions of Participation take precedence to the extent of any inconsistency.
- D. Upon lodgment of the Application Form an agreement is entered into between Dubai Exports and the Participant.

## TERMS AND CONDITIONS

### 1 Definitions

*Acceptance Letter:* means written confirmation which includes email by a Dubai Exports representative accepting the Participant's application.

*Agreement:* means these Terms and Conditions of Participation, the Event Brochure and the Application Form.

*Application Form:* means the online or hard copy Event Registration Form, specific to the Event contained on Dubai Exports' website.

*Deposit:* means the amount specified in the Event Brochure and/or on the Application Form.

*Event:* means any exhibition, joint exhibition and trade mission, convention, seminar, trade fair, website promotion, display or production which is determined by Dubai Exports to be an event.

*Event Brochure:* means the brochure specific to the event contained on the Dubai Exports website or circulated in hard/soft copy and which contains details of the Event including but not limited to the venue, date and Participation Fee.

*Event Item:* means the items brought to the Event venue or site by the Participant or an agent of the Participant, including display goods and promotional materials.

*Invoice:* means an invoice issued by Dubai Exports or its agent to the Participant which specifies the Participation Fee payable by the Participant to Dubai Exports for an Event.

*Participant:* means a Dubai Exports member or an UAE registered company or government organization.

*Participation Fee:* means the amount specified in the Event brochure and relates to the services covered listed in the application form.

### Applications

#### 2 Acceptance of Application:

Following electronic lodgment of the Application Form or receipt of a hardcopy application, Dubai Exports will assess the application and determine whether the Participant is approved for the Event, if the application is approved, Dubai Exports will issue an Acceptance Letter to the Participant. In the event that Dubai Exports refuses approval to a Participant, this Agreement shall cease and become null and void. If Dubai Exports refuses approval to a Participant, Dubai Exports will notify the Participant in writing within a reasonable time period. The Acceptance Letter will include a cooling off period of 5 working days in which the Participant may withdraw their application without penalty.

Dubai Exports reserves the sole discretion as to whether to accept an Application Form or hardcopy application and the Participant agrees and accepts that Dubai Exports decision is final and not subject to challenge. Dubai Exports is not required to provide reasons for refusal of an application.

**3 Participation Fee:** The Participation Fee is as set out in the Event Brochure and Application Form.

**4 Payment:** Upon expiry of the cooling off period specified in Clause 2, Dubai Exports shall provide the Participant with an invoice for the Deposit or full amount (as listed on the Event Brochure) which must be paid by the date stated in that invoice. In the event that the Participant fails to pay the Deposit or Full Amount by the due date, the application will be deemed to be withdrawn by the Participant and Dubai Exports may resell the exhibition space at its sole discretion.

If the deposit payment has been made, Dubai Exports will then provide the Participant with an Invoice for the remaining Participation Fee which must be paid by the date specified in that invoice.

At the time of acceptance, a Participant may request one invoice for the full amount rather than pay a deposit followed by the remaining amount.

Once Dubai Exports has received payment of the Participation Fee in full, the Participant will be deemed to be confirmed and their place at the Event secured.

If the Participant fails to pay the Participation Fee in full by the date specified in the Invoice, Dubai Exports may decide at its sole discretion to cancel the Participant's registration and re-allocate the space to another Participant. In that instance, the Deposit paid by the Participant will be forfeited and no refund will be made.

Dubai Exports will not permit a Participant to participate in the Event and will refuse a Participant access to the Event venue if the Participation Fee is unpaid.

**5 Shared applications:** Shared applications will only be accepted with prior approval from Dubai Exports in writing on a case by case basis.

**6 Late applications:** Dubai Exports may, at its discretion, accept or reject an Application Form received after the specified deadline. If Dubai Exports accepts a late application, it will notify the Participant and process the Participant's payment of the Deposit and Participation Fee in accordance with clause 4.

### Event booth space

**7 Booth Space:** Dubai Exports will allocate to the Participant a built-up booth space consistent with the description contained in the Event Brochure and/or Application Form. Dubai Exports reserves the right to determine the visual elements of that space and to limit the use of extra furnishings deemed inappropriate or unsuitable to the overall aesthetics of the pavilion.

**8 Allocation of Space:** Dubai Exports will, at its sole discretion, allocate booth space and positions within the Event venue or site to the Participants, taking into account the design and limitations of the venue and any other special circumstances that may arise. Dubai Exports is not obliged to make any changes to its allocation of space and positions, except at its discretion. Dubai Exports reserves the right to re-plan the allocation of space and amend booth space or position at its discretion.

**9 Assignment:** Participants must not assign, sub-let or share the whole or any part of the booth space in the Event to a third party without Dubai Exports' prior written consent.

### Event hours

**10 Hours:** Dubai Exports shall determine the hours during which the Event shall be conducted and the hours of access for Participants including variations of such times as determined by Dubai Exports to be necessary.

### Participant's General Responsibilities

**11 Participant incurred costs:** The Participant must arrange and pay all costs associated with:

- a. shipping the Event Items to and from the Event venue or site including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
- b. the lawful removal and/or disposal of its Event Items from The Event venue;
- c. The staffing of its booth space including but not limited to hostesses.
- d. Travel, visa, accommodation and any other costs for any of its officials or staff.

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**12 Delivery, setup and removal:** Participants are responsible for the prompt delivery, setup and removal of all Event Items. In the event a Participant fails to occupy their allocated booth space by the Event opening time, Dubai Exports may cause the booth to be occupied in the manner it deems appropriate for the interests of the Event and without releasing the Participant from any liability under the Agreement

**13 Staff:** With the exception of web site promotion, at least one representative of each Participant must be present at the Participant's display or booth at all times during the opening hours of the Event.

**14 Amenity:** The Participant must ensure the cleanliness and tidiness of their allocated booth space. The Participant agrees not to display any Event Items in such a manner as to obstruct or affect neighboring Participants or which impedes or projects into aisles. The Participant agrees to abide by any requests by Dubai Exports to cease any activity which may cause annoyance to others during the Event.

**15 Event Items:** Participants must not remove Event Items which are on display at the Event venue or site during the Event unless directed to do so by Dubai Exports. Participants must take possession of their Event Items immediately after the end of the Event or when requested to do so by Dubai Exports.

**16 Shipping Arrangements:** Dubai Exports may nominate a forwarding agent in an attempt to consolidate shipment of the Event Items from the UAE to the country where the Event will be held. The Participants may decide to use the nominated forwarding agent but are under no obligation to do so. If a Participant wishes to use the nominated forwarding agent, it must liaise with the forwarding agent and pay the agent's fees incurred in respect of the Participant's Event Items. Where a venue nominates an appointed freight forwarder, Participants agree to be bound by the third party's Terms & Conditions. The Participant acknowledges and agrees that Dubai Exports bears no liability whatsoever for the shipping of Event Items or shipping and related fees incurred by the Participant and that this remains the sole responsibility of the Participant.

**17 Acknowledgment of Risk:** The Participant acknowledges and accepts that its participation in the Event may expose it and its representatives to the risk of damage, loss or harm. The Participant acknowledges and agrees that it will not hold Dubai Exports responsible for any damage, loss or harm as a consequence of its participation in the Event.

Dubai Exports strongly recommends that each Participant consider the travel advice issued by the UAE Ministry of Foreign Affairs for the country in which the Event will be held and for any countries which the Participant's representatives or its Event Items will enter in transit. The Participant acknowledges that it is solely responsible for making itself aware of all relevant information and travel advice available in relation to the country where the Event is taking place and any countries through which the Participant, its representatives or its Event Items will transit.

**18 Insurance:** The Participant must ensure that it takes out appropriate insurance to cover risks which may arise due to the Participant's involvement in the Event and that insurance is maintained at all relevant times. The Participant agrees to provide Dubai Exports upon request with proof of insurance cover.

Dubai Exports recommends that each Participant seek professional advice concerning the risks and relevant insurances relating to its participation in the Event, for example, insuring Event Items against loss, theft or damage in transit and while at the Event venue or site.

**19 Conduct:** Dubai Exports reserves the right to immediately suspend or terminate services under this Agreement at its sole discretion and without liability if it considers ongoing services may bring the parties or the Government of Dubai into disrepute. Considerations will include potential breach of UAE or local law, including but not limited to infringement of intellectual property, anti-bribery laws, solvency, commercial dispute, unethical or immoral acts or any matter where ongoing provision of services is considered not in the best interests of Dubai Exports.

## Event changes and additional terms and conditions

**20 Changes to Event:** Dubai Exports will ensure that the Event proceeds in accordance with the details in the Event Brochure and Application Form. Dubai Exports may, at its sole discretion, make changes to the Event at any time without prior notice to the Participant.

**21 Additional terms and conditions:** If Dubai Exports has entered into an agreement with an event or venue manager in respect of the Event, Dubai Exports will direct the Participant to the terms and conditions of that agreement and the Participant must comply with them to the extent that they are relevant to the Participant.

## Withdrawal & Cancellation

**22 Withdrawal:** If a Participant wishes to withdraw from the Event, written notice must be given to Dubai Exports. Withdrawals will not be deemed received until the Participant has received written confirmation of their withdrawal from Dubai Exports.

Upon withdrawal, the participant forfeits the deposit paid.

In exceptional circumstances, where the deposit requested is less than 50% of the total cost, the participant forfeits the total deposit amount.

After receiving a notice of withdrawal, Dubai Exports will make reasonable endeavors to find a suitable replacement and may offer the booth space previously allocated to the withdrawing Participant without further consultation.

In the event that the Participant withdraws within the number of days listed in the Event Brochure of the Event, the Participant forfeits the Participation Fee in full.

If a Participant withdraws from the Event, Dubai Exports will not be liable for any loss or damage the Participant may incur as a consequence of the withdrawal.

**23 Cancellation or Postponement of Event:** Dubai Exports may cancel or postpone the Event at any time if:

- a. the risk to person, property or national security is considered by Dubai Exports, in its absolute discretion, to be unacceptable;
- b. for administrative reasons (e.g. due to a change in the venue) or if, in Dubai Exports' view, the Event may not achieve its purpose (e.g. because market forces have changed); or
- c. Insufficient number of Participants is achieved.

If Dubai Exports cancels or postpones the Event, it will notify the Participant as soon as practicable.

If Dubai Exports cancels the Event in accordance with clause 23 (b) or (c), Dubai Exports will make all reasonable endeavors to refund the Deposit and Participation Fee to the Participant within 30 days of the cancellation.

If Dubai Exports cancels or postpones the Event pursuant to this clause the Participant acknowledges and agrees that Dubai Exports will not be liable to pay compensation, damages or costs to the Participant in respect of the cancellation or postponement of the Event.

**24 Liability and Termination Rights:** Dubai Exports reserves the right to suspend or terminate services under this Agreement at its sole discretion and without liability if it considers there to be a breach of any local (foreign) law, or where ongoing provision of services may bring the Exhibition Participants or the Government of Dubai into disrepute.

Dubai Exports will take reasonable care not to damage a Participant's Event Items during an Event. Dubai Exports will not be liable to pay any compensation, damages or costs to any Participant for damage caused to its Event Items unless that damage was caused by Dubai Exports' negligent or unlawful act.

**25 Force Majeure:** Dubai Exports will not be liable to the Participant for any loss suffered, nor be in default under this Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of Dubai Exports, or if the attendance at the Event is adversely impacted by any of the causes nominated by this clause. In all such circumstances Dubai Exports shall be entitled to retain the Participation Fee paid by the Participant.

**26 Indemnity:** The Participant indemnifies Dubai Exports, its employees, contractors and agents (**the indemnified**) against all actions, proceedings, claims and demands which may be brought or made against the indemnified by any person in respect of any loss, damage or injury (including death) occurring to any person or property arising out of or in connection with:

- a. the Participant's involvement in the Event;
- b. the Participant's use or occupation of the booth space and position allocated by Dubai Exports; or

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- c. The Event Items owned, operated, exhibited, displayed, and demonstrated by or under the direct or indirect control of the Participant, or by Dubai Exports on behalf of the participant.

This indemnity includes any costs incurred by Dubai Exports (including legal costs on a solicitor-client basis) in defending any actions, proceedings, claims and demands or in being represented at proceedings, inquiries or inquests.

**27 Employees, Agents and Contractors of Participant:** Any rights conferred upon the Participants are deemed to have been conferred upon the Participant and its employees, agents and contractors and any breach of these terms and conditions by any employee, contractor, licensee or invitee of the Participant constitutes a breach of this Agreement by the Participant.

**28 Intellectual Property:** The Participant shall indemnify Dubai Exports from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Participant for use by Dubai Exports or for any breaches of third party intellectual property.

### **General**

**30 License:** The Participant grants Dubai Exports a non-exclusive, non-transferable and royalty free license to use the Participant's brand name(s), logo(s) and trademark(s) on any material related to the Event.

**31 Variation:** A provision of this Agreement can only be varied by a later written document executed by or on behalf of Dubai Exports and the Participant.

**32 Applicable law:** These terms and conditions are governed by UAE Law.

**33 Severability:** If any term, condition, provision or covenant contained in this Agreement is determined to be illegal, void, prohibited, invalid or otherwise unenforceable, it will be severed from these terms and conditions and the remaining terms and conditions will survive and remain in full force and effect.

**34 Survival on termination:** All indemnities survive termination of this Agreement.

### **Website Promotion**

35 Clauses 35 to 38 are only applicable to Events that include website promotion as specified in the Event Brochure and/or Application Form.

36 The Participant grants Dubai Exports a non-exclusive, non-transferable and royalty free license to use the Participant's brand names, logo(s) and trademark(s) on any material related to the website.

37 The Participant warrants that all information provided to Dubai Exports for use in any material related to the website is accurate and free from errors. To the extent permissible by law, Dubai Exports shall not be under any liability (contract, tort or otherwise) to the Participant in respect of any loss or damage (including, without limitation, consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the website or the act, failure or omission of Dubai Exports

38 The Participant shall indemnify Dubai Exports from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Participant for use in connection with the website or for any breaches of third party intellectual property.