

## TERMS & CONDITIONS OF PARTICIPATION

### 1. TERMS OF REFERENCE

In these terms and conditions the terms "Exhibition" refers to the event stated in the attached application forms and in this contract. The term "Organiser" refers to the Malaysian Association of Private Colleges & Universities (6116/97 - SEL).

### 2. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the prescribed booking form. This booking form shall be submitted to the Organisers or their representatives accompanied by the FULL PAYMENT of the total participation cost. The submission of the application form shall be deemed to be application for participation and acceptance of the terms and conditions of the Contract. The Organisers shall reserve the right to accept or reject any application without reasons thereof.

### 3. EXHIBIT/DISPLAY PROFILE & SPECIFICATION

Exhibitors shall only display legal and licensed items which are manned by competent personnel during the duration of the Exhibition. Exhibitors should not undertake any activities which in the opinion of the Organiser is likely to cause disturbance or annoyance to visitors or other exhibitors. The Organiser reserves the right to determine the acceptability of the presentation or display and remove or dispose of any item or disallow any person which in the opinion of the Organiser, is deemed inappropriate, illegal or unlicensed in the Exhibition.

### 4. TERMS OF PAYMENT

Full payment should be made 3 days prior to the balloting date or on the day of balloting at the latest. Payment by the stipulated date is a prerequisite condition governing participation. In the event of default in payment by the stipulated date, the Organiser shall reserve the right to refuse participation and to claim all dues from the defaulting Exhibitor who shall not be entitled to any form of compensation.

### 5. BOOTH / SPACE ALLOCATION

The Organiser reserves the right to make allocation or re-allocation to accommodate block bookings or for administrative purposes at any time prior to the commencement of the build-up of the Exhibition should exceptional circumstances demand and to undertake any structural alterations as they deem fit. Such changes shall be at the discretion of the Organiser and the Exhibitor shall have no claims for compensation as the result of the changes. Exhibitors are not allowed to attend the balloting session if payments are not made within the stipulated deadline.

### 6. HALL SPECIFICATIONS

Maximum height:-

- Shell scheme Booth – 2.44mH
- Special design Booth – 3.0mH

(Note: Any request above limit must be referred to the Official Main Contractor for approval)

### 7. ADMISSION TO EXHIBITION HALL

Exhibitor Passes are valid for EXHIBITORS during moving in, exhibition days and moving out periods. Exhibitors and their representatives must wear the Exhibitor Passes at all times inside the exhibition hall.

- Five (5) complimentary passes for every 9m<sup>2</sup> (per booth / space). Maximum of fifteen (15) complimentary passes for space exceeding 27m<sup>2</sup> (3 booths or / spaces).

Non – Official Contractor	
<b>Passes Validity / Usage</b>	During the setting-up and dismantling of the stand
<b>Passes Entitlement</b>	Maximum of 10 passes only for special design / bare space stand; passes are collectible during move-in after the submission of Performance Bond.
<b>Stand Design</b>	Submit a detailed scaled, dimensional drawings, perspective drawings and electrical layout plan showing the proposed design for their stand to the Official Main Contractor by 30 April 2008 for approval before commencement of any work.
<b>Performance Bond</b>	Deposit to cover of any damages done during the setting-up and dismantling. Submit during move-in period to Official Main Contractor; cheque made payable to "Malaysian Association of Private Colleges & Universities". Will be refunded in full or after deduction of any damages within one month after the exhibition. 9m <sup>2</sup> to 18m <sup>2</sup> (1-2 booth(s) / spaces) - RM 2,000 27m <sup>2</sup> to 36m <sup>2</sup> (3-4 booths / spaces) - RM 3,000 45m <sup>2</sup> to 54m <sup>2</sup> (5-6 booths / spaces) RM 4,000 63m <sup>2</sup> (7 booths & above) - RM 5,000

### 8. EXHIBITION & DUTY HOURS

- The exhibition hall will be opened to exhibitor(s) and their staff (with only exhibitor passes) at 10.00am or an hour before opening for the two days, 4<sup>th</sup> - 5<sup>th</sup> April 2009.
- Exhibitors are required to leave the Exhibition hall promptly by 7.30pm on the first and final night.

### 9. BUILD – UP / DISMANTLE & EXHIBITION SCHEDULE

DATE	HOURS	BUILD – UP
2 April 2009	9.30AM–9.30PM	Official Main Contractor Build-Up
	3.00PM–9.30PM	Non-Official Contractor Build-Up
3 April 2009	9.30AM–9.30PM	Official Main Contractor Build-Up
	9.30AM–9.30PM	Non-Official Contractor Build-Up (Bare Space)
	1.00PM–9.30PM	Exhibitors Move-In

DATE	HOURS	SHOW DAYS
4 – 5 April 2009	11.00AM – 7.00PM	SHOW DAYS

DATE	HOURS	TEAR – DOWN
5 April 2009	7.00PM	–
	7.30PM	Exhibitors Move-Out
	7.30PM	–
	9.30PM	Dismantling

### 10. GENERAL STAND CONSTRUCTION RULES

- No person under any circumstances shall cut into or through any floor covering or wall nor alters any stand service structure. Any damage to stand structures or exhibition premises will be invoiced to the exhibitor.
- No welding, heavy sawing, suspension from the exhibition hall ceiling structure, nailing, drilling or fixing onto the floor. Inclusive of any column, wall or any other part of the venue.
- Do not use the back panels of a wall or neighboring stand to put up decoration.
- No exhibitor may place any display material and exhibit or allow dividing wall or any part their stand design and fitting beyond their contracted boundary.
- No display of company name on the side / back panel / reverse side of neighboring stands. It must be prominently displayed. If requirement is not observed, the organiser reserves the right to affix stand numbers / display board and the cost shall be borne by Exhibitor concerned.
- All other construction, installations or activities carried out, apart from those agreed in sales packages, shall be at the expense and responsibility of the Exhibitor, ad be done in such a manner as to cause no unnecessary disturbance or disruption to the activities of the other users of the venue.

### 11. ELECTRICAL INSTALLATION

- Power Points supplied are used for running equipment / exhibit only. If used for lighting purposes, some lighting connection charges will apply.
- Multi socket points shall not be used as it may cause overloading and tripping. Exhibitor whose lighting fixtures are found to have been the cause of the trips in power supply will be responsible for all repower-up charges.
- All lighting connection work must be done by Official Electrician. Without any exception, Exhibitors including those who provide their own lighting fixtures will be charged with the lighting connection rate as per order form.

### 12. BARE SPACE / SPECIAL DESIGN STAND CONSTRUCTION RULERS

- It is compulsory for the exhibitor to provide carpet / finishing or other material to decorate the flooring without damaging the surfaces.
- All stands, irrespective of the height must have at least one-half of any frontages facing an aisle open.

### 13. SHELL SCHEME STANDS (3M X 3M) CONSTRUCTION RULERS

Bookings for each 9m<sup>2</sup> (per booth / space) will be provided with Standard Fittings as per following:

- Rear and dividing wall partition of 2.44meter / 8ft high, white powder coated aluminum system and 3mm thick white melamine panel.
- Single color Needle Punch Carpet lay directly on to stand area.
- One (1) set company name and stand number in self-adhesive 3 ½ 'PVC lettering against white Fascia Board.
- One (1) unit Information Counter
- Five (5) units White Folding Chair

- One (1) unit Wastepaper Basket
- One (1) unit Low Round Table
- Two (2) units Fluorescent Tube
- One (1) unit 13amp Single Phase Power Point

*Note: No discounts on any items replace / omitted*

No drilling or nailing. Any form of graffiti or painting on Shell Scheme stand panels is allowed. Exhibitors who wish to do any changes to the Shell Scheme stand must first obtain the Organiser's consent. Exhibitors constructing decorating their own Shell Scheme stand are required to sign an undertaking, guaranteeing responsibility for any damage which may be done by any of their employees including appointed sub-contractors at the exhibition hall.

#### 14. HALL OPERATIONS

- General hall lighting and air conditioning will be switched on 1 hour before the exhibition opens and switch off 30 minutes after the exhibition close throughout the whole period except for setup and dismantling period.
- All activities and display items (bunting stand, rack, etc) conducted by Exhibitors, must be within the exhibit space only. Exhibitors are to ensure all activities must not be annoyance and causing harm or injury to neighboring stands, visitors and to the venue fixture and fittings.
- No items are allowed to be placed nearby Fire Exits and Hose Reel area. Items obstructing the fire exits and hose reel are subject to confiscation by authorize personnel.
- Smoking and gambling within the stand and exhibition hall area are strictly prohibited.
- Do not to leave stands unattended during Exhibition Operating Hours. The Organiser will not be held responsible for any loss / damage to exhibits on exhibition days.

#### 15. SUBLETTING OF STAND

The Exhibitor must not transfer, dispose of, part with or otherwise sublet the whole or nay part of his site, whether for financial consideration or otherwise. The Exhibitor must, if he is an agent, distributor or licensee, state at the time of contract the name of the principal to be represented. This does not prohibit an Exhibitor displaying his products of a principal for whom he becomes agent, distributor or licensee after the time of contract, with the prior written permission from the Organiser.

#### 16. CLEANING / RUBBISH REMOVAL

During the Build-Up and Tear Down periods, Exhibitors and their contractors will be responsible for the removal of their own stand building / dismantling materials and rubbish. Debris must not be deposit into venue's garbage or disposal bins. Any construction debris or uncollected goods from the hall after each build-up / move-out / dismantling must be cleared before the Official Cleaning Contractor takes over the responsibility. Exhibitor and / or contractor who fail to comply shall be billed at a minimum amount of RM 500.00 for disposal at the discretion of the Organiser.

#### 17. DANGEROUS MATERIALS

The following are not allowed in the halls:-

- Bare lights and lamps, or temporary gas
- Explosives, petrol, dangerous gases or highly inflammable substances.
- Radioactive materials

#### 18. SECURITY AND SAFETY

- Exhibitor and their staffs will not be allowed in the exhibition hall after the show hours.
- All personnel in the exhibition hall must wear identification passes at all the time.
- Security Guards will patrol the exhibition hall in general but their duties will not include specific attention to individual stands.
- All precautions must be taken by the Exhibitor against fire and to protect the public. Exhibitor, whom because of nature of exhibits, require specific fire protection, must make arrangements at their own cost, for provision of such equipment.

#### 19. LIMITATION OF LIABILITIES

The Organiser, their servants or agents shall not be liable / responsible for:-

- Safety of Exhibitors, their servants, agents, contractors or invites during exhibition.
- Exhibits, articles or other property bought into exhibition by Exhibitors, their servants, agents, contractor or invitees or member of the public.
- Restriction for any conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entry sighting of removal of exhibits, or for the failure of any services or amenities provided by the hall owner or third party.

#### 20. EXHIBITOR'S INSURANCE

Exhibitor to make sure they are fully covered by insurance in but not restrict to, all risk on their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstances whatever whether by reason of fire, water, thief, accident or any other natural calamities cause whatsoever.

All their temporary staff and the staff servants, agents or contractors are insured against claims for workman's compensation. The period for which such insurance shall maintained shall run from the time the Exhibitor or any of his servants, agents or contractor first enters the exhibition grounds, and to continue until he has vacated the exhibition ground and all his exhibits and property have been remove.

#### 21. CANCELLATION AND / OR CHANGES

While all efforts will be taken to hold the Exhibition as scheduled, the Organiser reserves the right to cancel, postpone or make changes should circumstances warrant it. In the event of such a postponement or change, the agreement to participate shall remain in force.

#### 22. FORCE MAJEURE

In the event the Exhibition is postponed, shortened or extended due to any cause whatsoever beyond the control of the Organiser, the Organiser shall not be held responsible for any loss incurred by the Exhibitor, directly or indirectly, attributable to the elements of nature, force majeure or orders and directives imposed by any government authority. Under such circumstances, the money paid by the Exhibitor, any part thereof, is refundable at the sole discretion of the Organiser.

#### 23. JURISDICTION

The Organiser reserves the right to make changes, amendments and / or additions to the terms and conditions and the layout facilities governing the exhibition as and when it is considered necessary for the proper conduct of the Exhibition. In the case of a certain dispute or any problems which occurred throughout the whole duration of the exhibition (inclusive of building and dismantling hours), the Organiser's decision will be final.

#### 24. LIST OF CONTACTS

**Organiser details are as follows: -**

**MALAYSIAN ASSOCIATION OF PRIVATE COLLEGES & UNIVERSITIES (MAPCU) (6116/97 – SEL)**  
**c/o International Medical University**  
**Sesama Centre, Plaza Komanwel,**  
**Bukit Jalil, 57000 Kuala Lumpur.**  
**Email: [mapcu.my@tm.net.my](mailto:mapcu.my@tm.net.my)**

##### Contact Person:

**Mr. Ko**  
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**Mobile: +6012-469 1902**

**Mr. Eugene**  
**Tel: +603-3346 7065**  
**Fax: +603-3341 8143**  
**Mobile: +6017-393 2730**

##### **Official Main Contractor**

The Organiser has appointed **WINGSPAN ASSOCIATES (M) SDN BHD** as the Official Main Contractor for the construction and built-up of structures, signages and additional requirements to the Fair. Exhibitors may engage their own Non - Official Contractor(s) for any extra services at their own expense and risk. However, those who engage their own contractor(s) must inform the Organiser by filling up the Non-Official Contractor form.

**Official Main Contractor details are as follows: -**

**WINGSPAN ASSOCIATES (M) SDN BHD (786125-H)**  
**125, Jalan KIP 8, Taman Perindustrian KIP,**  
**Sri Damansara, 52200 Kuala Lumpur, Malaysia.**  
**Tel: +603-6276 3618 Fax: +603-6276 3625**

##### Contact Person:

**Ms. Brenda Ang**  
**Senior Account Manager**  
**Mobile: +6012-303 6386**  
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