

TERMS AND CONDITIONS

1. In these Conditions, the term "Exhibitor" means the signatory of this application and includes all employees or agents of such and the term "Exhibition" means the **Dubai World Game Expo (DWGE 2010)** and "INDEX" means **INDEX Conferences & Exhibitions Organisation Est.**
 2. To confirm the exhibitor's space and location, 100% 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. Upon the acceptance of the Exhibition Space contract, a contract shall arise between **INDEX** and the Exhibitor in the terms of these conditions and as regards space allotted the relationship of licensor and the licensee shall immediately 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**.
 8. 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.
 9. 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**.
 10. 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.
 11. 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 1st May, 2010, the proportion of space rent payable is 50%.
 - e) If notice of withdrawal is received after 1st May, 2010, 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.
 12. 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.
 13. **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.
 14. 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**.
 15. The Exhibitor shall hold **INDEX** safe and harmless from all loss or damage suffered by or arising out of any of 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.
 16. **INDEX** reserves the right to alter, add to, or amend any of these conditions and the decision of **INDEX** shall be final.
 17. The Exhibitor shall not without the written consent of **INDEX** display, exhibit or bring into the Hall any explosive or dangerous material or any such thing 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.
 18. An Exhibitor Manual will be issued to the Exhibitor containing detailed instructions for the organization of the Exhibition.
 19. All display advertising exhibits and stand arrangements shall be appropriate to the subject matter of the Exhibition in the sole opinion of **INDEX** and 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 immediately act accordingly.
 20. Stand rentals may be paid in US Dollars or UAE Dirhams.
 21. 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.
- All communications should be addressed to:
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- INDEX Conferences & Exhibitions Organisation Est.**
P.O. Box: 13636, Ibn Sina Bldg.#27, Block B,
Office 203, Dubai Healthcare City,
Dubai, United Arab Emirates
Tel: +971 4 3624717, Fax: +971 4 3624718
E-mail: index@emirates.net.ae
Website: www.gameexpo.ae
- We have read all the above Terms & Conditions of this form and we undertake to observe and to be bound by them