

Shell Scheme includes:

- Standard prefab shell
- Display panel walls on 2/3 sides
- 1 Table & 2 Chairs per 9 sq m
- Nameboard fascia
- Spotlights
- Plug Point, General lighting, air conditioning & electricity
- Round-the-clock security
- Booth cleaning services
- Advertising & publicity
- Support to the fair

*Terms and Conditions apply

Terms & Conditions of Participation

Participation in OTM is subject to the following terms & conditions.

1. Payment Terms: Full payment (100%) is required at the time of booking. If credit is extended, payment must be settled within 45 days of booking, failing which interest will be applied at 20.25% per annum, compounded monthly, in accordance with India's Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 (calculated at three times the Reserve Bank of India's notified rate). This provision is mandatory under Indian law and applies to all exhibitors.
2. The Space Booking Form should be duly filled and signed by an authorised person along with the company seal and submitted with the requisite payment. Alternatively, applications may be made on Exhibitor's letterhead, with payment. In any case, by participating in the event as an Exhibitor, the Company recognises as binding these Terms and Conditions, as well as the rules, regulations and guidelines contained in the Exhibitor Manual. The exhibitor is responsible for ensuring that those persons employed by them and/or contractors appointed by them during the event also comply with these terms and conditions in every respect. The Space Booking Form, together with the "Exhibitor Manual", contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
3. The booking shall be considered complete only when a written acceptance of the booking along with a payment invoice is received by the Exhibitor from the Organiser, and the due payment is received by the Organiser. Objections to invoices will only be considered if submitted to the Organiser in writing within 14 days following the issue of the invoice.
4. If relevant grounds exist, and in particular if there is insufficient space, the Organiser may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event.
5. While the Organiser will make endeavours to allocate the space/stall indicated at the time of booking, the final allotment and location of stands shall be at the sole discretion of the Organiser. Even if a location has been indicated at the time of the booking, the organiser reserves the right to change the same. No stall numbers are allotted in advance.
6. Exhibitors will not be allowed to sub-let, divide or transfer their stands to any third party unless special, express written permission has been obtained from the organisers. Violation of this clause will lead to additional payment liability and/or cancellation of the booking, at the sole discretion of the organisers.
7. Exhibitors are entitled to 1 exhibitor badge for every 2 sqm of exhibit space. Additional badges can be procured at an additional cost (as quoted on the space booking form), subject to availability. Exhibitor badges are strictly non-transferable and must be used by the person to whom they are issued. Lost or forgotten badges may not be replaced.
8. Exhibitors failing to occupy their assigned space one hour prior to the opening of the event or leaving their exhibit space unattended during business hours, forfeit their rights to the space. All exhibits must be open for business during the exhibit hours. Exhibitors must not dismantle their display until the event is officially closed by the organiser.
9. Exhibits must not be placed beyond the stand booked by the Exhibitor from the Organiser in which case, the Organiser reserves the right to charge the Exhibitor 200% of the rate contracted, for the additional stand charges, over and above the charges for the actual stand booked.
10. The distribution of brochures from the aisles is strictly forbidden. Equipment presentations, artistic shows and other promotional activities, including the use of public address systems, audio-visual systems and large displays by the Exhibitor must be with the express permission of the Organiser, obtained before the event and must not hinder or make impossible the operation of other stands or the free and convenient movement of participants and attendees. Unless expressly permitted, no items may be sold directly at the event. The Organiser's decisions in this regard shall be considered final.
11. In order to secure any claims it may have, the Organiser shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing.
12. The Organiser is entitled to demand that any exhibit be removed if they may cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, the Organiser is entitled to have recourse to law in removing the exhibits at the Exhibitor's expense.
13. Protection of copyright or other patent rights of exhibits is the responsibility of the Exhibitor. The Exhibitor hereby warrants that listed exhibits shall not contravene the intellectual property rights of any third party. Also, if the Organiser is subject to any litigation or penalty for any such violation, the Exhibitor shall be liable to indemnify Organiser for the legal fees and any penalty imposed.
14. Services may be affected if requisitions are made last-minute/on-the-spot. They will be serviced one by one till the stocks last, at a premium of 10% on usual rates. Participants are advised to make extra requisitions well in advance, to ensure smooth execution. Removing furniture, electrical equipment, or any other material from another stand is strictly prohibited and strict action will be taken in such cases.
15. The Nameboard fascia will be exactly as per this booking and no late changes will be entertained. Any changes must be communicated by the Exhibitor well in advance, and accepted by Organiser. If the fascia name is specified or changed without adequate notice, the same may be arranged by our contractors, subject to availability, at an additional charge, and will be executed only on a first-come-first-served basis.
16. The Exhibitor shall bear the total financial responsibility for the equipment and stand fittings provided by the Organiser. Costs of all damages and losses arising from improper use of the stand shall be borne by the Exhibitor.
17. The Organiser shall allow the Exhibitor to take possession of the exhibit space only when payments due for participation and extra services are received by the Organiser, in full. The Organiser shall be entitled to annul the Exhibitor's participation in the event and forfeit their space if the payments due have not been paid before the commencement of the event. In such cases, no claims to damages will be entertained.
18. The Organiser shall not insure or take any responsibility for loss, damage or destruction to the Exhibitor's property. The Organiser shall not be liable for damages resulting from theft, burglary,

fire, gale, stroke of lightning, explosion, flood, cuts in power supply, any Acts of God or any other cause whatsoever that is beyond the direct control of the Organiser. As the Organiser, cannot be held responsible for any of the matters aforesaid, The Exhibitor must cover themselves by sufficient insurance in respect thereof to any extent available.

19. Exhibitors shall not be entitled to cancel their booking without advance notification to the organisers. The Organiser must accept the cancellation for it to be considered complete. The cancellation fees are specified in the space booking form.
20. All statutory liabilities arising out of the participants' activities at the event such as sales tax/VAT, octroi, customs duty, excise duty, service tax and/or any other taxes, levies or licenses required for their activities at the event will be the exclusive responsibility and liability of the participants.
21. The exhibitor indemnifies the organisers against all actions, expenses, costs, charges, or claims which the organisers or any of their contractors may be liable for in consequence of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the exhibitor, his representatives, workmen or any person or persons or persons under his direction, including any independent contractor engaged by him.
22. Exhibitors must ensure that their stand is in compliance with all technical guidelines. Any other type of stand, mobile stand, or special construction requires the express approval of the Organiser. The exhibition stand must comply with the overall plan for the exhibition. The Organiser reserves the right to prohibit the construction of stands it deems unsuitable or inadequately designed.
23. The Organiser will supply the Exhibitor with a document titled "Exhibitor Manual" which contains the rules, regulations, guidelines and other general information. All provisions of the Exhibitor Manual must be strictly complied with.
24. Dismantling must be completed by the Exhibitor before the end of the allotted dismantling period specified by the Organiser. At the end of this period, the Organiser reserves the right to undertake dismantling, and removal of exhibits and their storage at the Exhibitor's expense. The Organiser is entitled to impose a lien to cover any expenses thus incurred.
25. Any and all matters pertaining to the event not specifically covered by this contract and the rules and regulations as described in the Exhibitor Manual shall be subject to determination by the organiser. The organisers reserve the right to add or alter these regulations at any time.
26. These terms and conditions shall be governed in accordance with the prevailing laws of the Republic of India. Any disputes arising from the fulfillment of provisions contained in "The Terms and Conditions of Participation" shall be submitted to the jurisdiction of a civil court competent at the registered address of the Organiser; i.e., Kolkata, India. However, the Organiser is entitled to take legal proceedings against the Exhibitor at the Exhibitor's general place of jurisdiction.
27. Requests for any changes to the booking, for example, any changes to the exhibitor's listing or name, or any other requests or instructions to the Organiser should be communicated in writing well in advance, i.e., at least 10 days prior to the event. The Organiser must accept the request in writing for it to be considered complete. The Organiser will not be held responsible for any misunderstanding arising due to verbally communicated instructions or requests given to the Organiser or its representatives.
28. **Force Majeure:** The exhibition may be postponed/shortened due to any cause whatsoever beyond the control of the Organisers. The Organisers shall not be responsible for any loss sustained by the exhibitors directly or indirectly, attributable to the elements of nature, force majeure or orders or directives imposed by any Governmental authorities. In such circumstances, the money paid by the exhibitors or any part thereof may be refunded at the sole discretion of the Organisers.
29. If in the opinion of the Organiser, by postponement of the period of the Event or by substitution of another hall or building or by any other reasonable cause, the Event can still be carried through, these terms and conditions shall be binding upon the parties except as to their size and position as to which any modification or rearrangement may be made as considered necessary by the Organiser.
30. Soliciting, recruiting or hiring of the Organiser's staff by the Exhibitor is strictly prohibited. Violations of this clause would cause the Organiser irreparable damage for which monetary damages, even if available, would not be an adequate remedy.
31. If any of the provisions stated above are partially void or incomplete, this shall not affect the validity of the remaining provisions. In such cases, the parties agree to replace the void or incomplete.
32. Whereas the Organiser acknowledges the ownership of all copyright and intellectual property rights subsisting in any materials, content, and/or property pre-existing and owned by the Exhibitor and provided to the Organiser for the purposes of the Exhibitor's participation in the event or created or developed by the Exhibitor in connection with its participation in the event or this Space Booking Form belong to the Exhibitor and that the Organiser shall not acquire or claim any title to such rights. The Exhibitor acknowledges that all copyright and other Intellectual Property Rights in any and all content developed by the Organiser pursuant to the event shall belong to the Organiser and the Exhibitor shall not acquire or claim any title to such rights under or by virtue of this Space Booking Form. That notwithstanding, each party grants to the other party a non-exclusive, non-assignable, non-sublicensable, royalty-free, worldwide licence to publish, reproduce and display (i) its brand name and logo, for the sole purpose of promoting the event as contemplated under this Space Booking Form, and (ii) all content created by the granting party at or in connection with the event and which features or mentions the receiving party, in perpetuity. Each party warrants that it has or that it has secured all necessary, licenses, permissions, clearances, consents, right, title, interest, and intellectual property rights for this purpose. Any goodwill arising from the use by one party of the other party's name or intellectual property rights shall accrue to that party.
33. All notices under this Space Booking Form shall be in writing and be deemed duly given by, or on behalf of, a duly authorised officer of the party giving the notice. Notices shall be deemed to have been duly given when sent if transmitted by email and addressed to the most recent email address notified to the other party.

Authorised to act on behalf of company

Company Name: _____

Name: _____

Designation: _____

Signature & Seal : _____

Accepted on behalf of Fairfest Media Ltd. (for office use only)

Name & Designation _____

Signature _____ Stand No. allocated _____