



# OFFSHORE TECHNOLOGY CONFERENCE ASIA

27 February – 1 March 2024 | Kuala Lumpur, Malaysia

## EXHIBIT TERMS & CONDITIONS

### 1. CHARACTER

The Event is undertaken primarily for the technical education of participants. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each exhibitor agrees as follows:

- a. To exhibit only products of their own manufacture, represents or distributes comprising materials, equipment, apparatus, systems, services, and other component products applicable to advancing the engineering and scientific knowledge and development/refining of energy and environmental resources; and
- b. To exhibit such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.

### 2. RESERVATION OF RIGHTS

OTC reserves the right, in its sole and unfettered discretion, to:

- a. determine the eligibility of Exhibitors, exhibits, and products displayed for the Event;
- b. reject, prohibit, or remove exhibits or Exhibitors which OTC considers objectionable, inappropriate, disruptive, or offensive to OTC, other Exhibitors, or Event attendees;
- c. change or modify the layout of the Event and/or relocate exhibits or Exhibitors;
- d. cancel, in whole or in part, the Event due to an event beyond the reasonable control of the parties, including but not limited to, acts of God, terrorism, war (whether declared or otherwise), riots, forces of nature, action or inaction by a government agency, government regulations or advisories, disaster, threatened or actual strikes (other than strikes of venue's employees), civil disorders, curtailment of transportation or transportation facilities, political or social disturbance, or a Public Health Emergency of International Concern, outbreaks of disease, epidemics, or pandemics, including but not limited to those declared by the World Health Organisation that would make the event impossible, illegal, commercially impractical, or ill-advised ("Force Majeure Event").
- e. change, within reasonable limits, the date, location, and duration of the Event; without any liability to OTC, OTC Sponsoring Organisations, their respective officers, directors, employees, agents, and each of them;
- f. from time to time to establish and amend or modify any regulations governing use of the facility and the Event; and
- g. determine whether an Exhibitor has violated any Exhibit Regulations or other exhibit rules.

### 3. PAYMENT TERMS

- a. Upon receipt of the Contract, an invoice will be issued to the Exhibitor. The exhibition space will only be secured upon submittal of the Contract and payment of required deposit.
- b. **No Deposit.** Contract received prior to 30 June 2023 need not be accompanied by a deposit.
- c. **Deposit Payment (50%).** A 50% deposit must be paid by 1 July 2023. OTC reserves the right to cancel and/or reassign any exhibit space for which an invoice remains unpaid for more than thirty (30) days after 1 July 2023.
- d. **Final Payment (50%).** Contract received after 1 November 2023 must be accompanied by 100% full payment. OTC reserves the right to cancel and/or reassign any exhibit space for which an invoice remains unpaid for more than thirty (30) days after invoice date. No exhibitor will be allowed to begin move-in operations until full payment and a duly executed Contract have been received by OTC.

### 4. CANCELLATION/SPACE REDUCTION

- a. Cancellation must be notified in writing to OTC. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon the Exhibitor notification of cancellation, OTC has the right to resell the space vacated.
- b. In the event of cancellation by the Exhibitor, OTC shall have the right to impose cancellation penalty as following:
  - i. If cancelled by 1 July 2023, the cancellation penalty shall be 25% of the total cancelled exhibit space costs.
  - ii. If cancelled between 2 July 2023 and 31 October 2023, the cancellation penalty shall be 50% of the total cancelled exhibit space costs.
  - iii. If cancelled after 1 November 2023, the cancellation penalty shall be 100% of the total exhibit space costs.
  - iv. If an Exhibitor cancels with an outstanding balance due, the Exhibitor remains responsible for the entire balance due. OTC may recover from the Exhibitor all costs relating to action taken to recover the amount owing for the exhibition space, including without limitation any legal costs on a full indemnity basis. The Exhibitor will not be permitted to participate in future OTC events until all outstanding balances are paid.
- d. **No-Show Ruling:** If the Exhibitor fails to utilise the exhibit space and/or the space is vacant at the time of the published deadline for completion of booth setup/move-in, OTC reserves the right to consider the space to be cancelled and vacated. All requests for booth setup/move-in beyond the published booth setup/move-in completion deadline must be submitted to OTC in writing. Approval for late booth setup/move-in requests are at the discretion of OTC. If notification is not made in writing, OTC reserves the right to resell the cancelled space and the Contract will become null and void.
- e. Should OTC postpone the event and reschedule it within 6 months of its current dates, OTC will carry over the exhibit space package to the rescheduled event. Should the client decline to participate during the rescheduled event OTC will provide the Exhibitor with a credit note for 100% of the total exhibit space costs in OTC Asia 2024 Application/Contract for Exhibit Space, to be applied to OTC Asia 2026.
- f. Should OTC cancel OTC Asia 2024 and neither hold it during the current scheduled dates or any time within 6 months after these dates, then OTC will provide the Exhibitor with a 100% credit note for OTC Asia 2026 or a refund at 90% of the total exhibit space costs of the OTC Asia 2024 booking.
- g. In case that OTC decides that OTC Asia 2024 needs to be converted into a virtual event without an in-person exhibition and/or conference, then Exhibitors will be offered a 100% credit note for Virtual OTC Asia 2024 or OTC Asia 2026, or a 90% refund of the total exhibit space costs of the OTC Asia 2024 booking.

### 5. ASSIGNMENT/SUBLETTING SPACE

Exhibitor shall not assign, sublet or appoint the whole or any part of the space allotted to them, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc., not manufactured or distributed by the Exhibitor in the regular course of business except with prior written consent from OTC.

### 6. EXHIBIT SPACE

- a. Exhibit space must be manned by a representative during all times when the Event is officially open. Exhibit space must be maintained in a neat and orderly manner throughout the Event.
- b. The Exhibitor acknowledges that he/she shall only be entitled to use contractors other than the Official Contractor appointed by OTC to erect his own booth, with prior written consent from OTC.
- c. In deference to fellow exhibitors and to the professional people who constitute the exhibit audience, the Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns, or megaphones. Costumed personnel must be appropriately clad and must remain within the Exhibitor's booth space except when necessarily arriving and leaving the booth or exhibit area. NOTE: BALLOONS AND STICKERS ARE PROHIBITED IN THE EXHIBITION AREAS
- d. OTC reserves the right to prohibit any exhibit or part thereof that in their opinion violates this Contract or that is in other ways not suitable to and in keeping with the technical educational character and spirit of the Event.
- e. OTC shall be responsible for the control of the exhibit areas. Exhibitors are responsible for the supervision of their booths. The decision of OTC is final and decisive on any questions not covered in the foregoing terms and conditions.
- f. The Exhibitor must comply in all respects with the requirements of every appropriate authority, with the terms of agreement by which OTC may occupy the premises, and the policies of insurance effected by OTC.

### 7. LIMITATION OF LIABILITY

OTC may be held liable for loss, injury or damages sustained by the Exhibitor or the Exhibitor's personnel (i.e. the Exhibitors' agents, servants, invitees, guests or employees) only to the extent such loss, injury or damages is solely caused by the gross negligence or wilful misconduct of OTC or its agents or employee and not otherwise. OTC shall not be responsible for any loss of business, loss of profits, injury, damage or expense or whatever nature that the Exhibitor may suffer due to Event cancellation as a result of a Force Majeure Event or other conditions that render the Event impracticable in OTC's sole determination. In no event will OTC's liability exceed the amount paid to OTC by the Exhibitor under this Contract. Under no circumstances will OTC be liable to the Exhibitor for indirect, incidental, consequential, special or exemplary damages (even if OTC has been advised of the possibility of such damages) arising from any provision of this Contract, including but not limited to, the exercise by OTC of any of its rights under this Contract.

### 8. INDEMNIFICATION

Exhibitor shall defend, indemnify and hold harmless OTC, its officers, directors, employees, agents and each of them, with respect to any claims, suits, damages, liabilities, losses, expenses and costs (including any legal costs) ("Claims") which OTC, its officers, directors, employees, agents and each of them may suffer or be subject to, and which are in any way connected with the Contract or the presence of the Exhibitor, the Exhibitor's personnel or any Exhibitor Appointed Contractor ("EAC") at the Event; provided, however, that the Exhibitor's duty to indemnify, defend and hold harmless shall not extend to Claims, as are solely caused by the gross negligence or wilful misconduct of OTC, its agents or employees. The terms of this provision shall survive the termination or expiration of this Contract.

### 9. INSURANCE

Exhibitor agrees and understand that insurance for fire, public liability and theft must be taken out by the Exhibitor at its own expense. The insurance is to cover the full period of occupancy of the premises by the Exhibitor, its agents and employees.

### 10. EXHIBITOR SERVICES

- a. To ensure the continuation of smooth booth setup/move-in, dismantling, and operation during the Event, Official Contractors will be appointed. Exhibitors are urged to obtain required labour and services from the Official Contractors. A complete list of Official Contractors and available services will be provided in the Exhibitor Services Manual ("ESM"). Approximately six (6) months prior to the Event, OTC will provide the ESM to all Exhibitors. This manual includes information integral to participation at the Event, including, but not limited to additional exhibit rules and regulations, operational schedule, travel and accommodation, emergency and evacuation procedures, Official Contractors' order forms, registration, shipping and drayage, utilities and building services, exhibit display rules, etc.
- b. Plans for specially built booths or displays (if any) other than those constructed from Stand Package must be submitted by the Exhibitor to OTC for acceptance before construction is ordered.

### 11. TAXES

Exhibition space costs are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are the sole responsibility of the Exhibitor.

### 12. AMENDMENTS

Any and all matters and questions not specifically covered by the Terms and Conditions in this Contract shall be subject to the decision of OTC and may be amended at any time by OTC in the overall best interest of the exhibition and notice thereof shall be binding on the Exhibitors equally with the foregoing in this Contract.

### 13. PRIVACY POLICY

OTC cares about the protection of your personal information. OTC's Privacy Policy describes your rights and choices regarding the personal information that you provide to us. OTC's Privacy Policy describes the practices regarding how OTC, through its affiliated corporate entities, collects, uses, discloses, or transfers the personal information that you share with us or that we collect about you when you become an OTC member, attend one of our events or visit our websites, or use our mobile applications. Please visit our website at: [www.otcnet.org/privacy-policy](http://www.otcnet.org/privacy-policy) for further details on OTC's Privacy policy.

### 14. GOVERNING LAW AND JURISDICTION

This Contract will be construed and enforced in accordance with the laws of the State of Texas. All disputes arising out of or in connection with this Contract shall be referred to exclusive jurisdiction to the federal and state courts of Collin County, Texas.