

Global Health Exhibition Terms and Conditions

1 Definitions

In these Conditions, the following terms have the following meanings:

- 1.1 **Booking Form:** the booking form to which these Conditions are attached setting out the details of the Package or such other document setting out the details of the Package as Organizer may choose in its sole discretion to accept;
- 1.2 **Client:** the person, company or other entity set out in the Booking Form;
- 1.3 **Closing Date:** the last date on which the Exhibition is open to members of the public;
- 1.44 **Conditions:** these terms and conditions;
- 1.55 **Contract:** together, these Conditions and the Booking Form;
- 1.65 **Data Protection Law:** the Regulation and the Directive, as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where Organizer or Client processes personal data or is established;
- 1.75 **Directive:** the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);
- 1.80 **Exhibition:** the exhibition organised by Organizer set out in the Booking Form;
- 1.9 **Fees:** the fees payable by Client for the Package set out in the Booking Form;
- 1.10 **Force Majeure Event:** any event arising that is beyond the reasonable control of Organizer (including, without limitation, royal demise, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, epidemic, fire, flood, disaster, third party contractor/supplier failure, civil riot, acts of terrorism or war);
- 1.11 **Intellectual Property Rights:** trade marks, logos, trading names, rights in design, copyrights, database rights and all other intellectual property rights or analogous rights, whether registered or unregistered, anywhere in the World;
- 1.124 **Informa Group:** includes any entity whose ultimate parent company is Informa pie;
- 1.135 **Manual:** the manual (if any) provided to Client by Organizer in respect of the Exhibition, as updated by Organizer from time to time;
- 1.145 **Materials:** all materials and information of Client including, without limitation, logos, artwork and profile, required by Organizer for the purposes of the Sponsorship;
- 1.15 **Organizer:** ABHI
- 1.168 **Owners:** the owners and/or management of the Venue;
- 1.17 **Package:** the Space and/or Sponsorship package in relation to the Exhibition set out in the Booking Form;
- 1.18 **Regulation:** the General Data Protection Regulation (Regulation (EU) 2016/679);
- 1.190 **Reportable Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- 1.20 **Space:** the exhibition space allocated to Client set out in the Booking Form;
- 1.21 **Sponsorship:** the sponsorship element of the Package set out in the Booking Form (which may include, without limitation, advertisements);
- 1.22 **Venue:** the venue at which the Exhibition is to be staged; and
- 1.23 the terms personal data, controller, processor, processing, data subject and supervisory authority shall have the meanings ascribed to them under the Regulation.

2 Package

Once submitted to Organizer, a Booking Form is irrevocable by Client. Organizer reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Organizer to Client (whether or not it is received).

3 Fees

- 3.1 Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. Organizer shall have no liability whatsoever if Client pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by Organizer to Client for payment. In particular, Organizer shall not be responsible for any losses suffered by Client due to third party fraud or misdemeanour, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Organizer's designated bank account, Client is required to verify the authenticity of the same directly with Organizer. Without prejudice to any other right or remedy it may have, if Organizer does not receive the Fees into Organizer's designated bank account in cleared funds by the due date for payment, Organizer shall be entitled to: (i) refuse Client, its employees and other representatives entry to the Exhibition, and/or (ii) refuse to provide any element of the Package.
- 3.2 It is the intent of the parties that Organizer will receive the Fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes (Taxes), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

4 Client's general obligations

- 4.1 Client shall comply with (i) all laws (including, without limitation, all laws relating to anti-bribery and corruption or trade sanctions), (ii) any instructions issued by Organizer or the Owners (including, without limitation, in relation to health and safety or security requirements), and (iii) the provisions of the Manual (if any), including, without limitation, any rules, regulations and operational requirements stated therein.
- 4.2 Client warrants that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing this Contract on behalf of Client has the requisite authority to do so.
- 4.3 Client, its employees and other representatives must not: (i) act in any manner which causes offence, annoyance or inconvenience to Organizer, the Owner or any other Exhibition attendees, (ii) do anything which might adversely affect the reputation of Organizer, the Owners or the Exhibition, and/or (iii) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of Client.
- 4.45 Client is required to be adequately insured to participate in the Exhibition. Client shall itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than US\$2,000,000 per occurrence or claim. Organizer shall be entitled to inspect Client's insurance policy on request.
- 4.5 Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Exhibition is held. If Client, its employees and other representative, cannot attend the Exhibition due to a failure to obtain such documentation, the Fees shall remain due and payable in full.
- 4.6 Client is solely responsible for obtaining any licences or other necessary consents required for Client to participate in the Exhibition, including, without limitation, any licences or other necessary consents required for the playing of music or any other audio or visual material by Client.
- 4.78 Client consents to its details (including, without limitation, its name, logo or any other information) being: (i) published in the Exhibition show guide and any other Exhibition promotional material, and (ii) displayed on the Exhibition website. Although Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
- 4.88 All unauthorised filming, sound recording and photography of the Exhibition and transmission of audio or visual material is expressly prohibited. Client consents to: (i) the filming, sound recording and photography of the Exhibition, which may include, without limitation, Client's employees and other representatives, and (ii) the use by Organizer of any such film, sound recording or photography anywhere in the world for promotional and other purposes.

5 Data Protection

For the purposes of this Contract and either party's processing of personal data in connection with this Contract, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same.

6 Specific terms relating to Space

- 6.1 Organizer reserves the right at any time to make such alterations in the floor plan of the Exhibition or in the specification of the Space as Organizer in its absolute opinion considers to be in the best interests of the Exhibition, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein. If the size of the Space is reduced, Client will receive a pro-rata refund of the Fees payable in respect of the Space.
- 6.2 Organizer permits Client to use the Space for the purpose of displaying exhibits at the Exhibition. Such use shall not constitute a tenancy and Client shall have no other rights to or interest in the Space. Client is only permitted to conduct business from the Space and shall not canvass or solicit for business in any other area of the Venue.
- 6.3 Client undertakes: (i) to occupy the Space in time for the opening of the Exhibition, (ii) at all times during the Exhibition to ensure that its exhibition stand is staffed by competent personnel and is clean, tidy and well presented (failing which, Organizer reserves the right without liability to arrange for this to be done at Client's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Exhibition.

- 6.4 Stand Delivery and Contractors: Organizer shall be responsible for the coordination and delivery of the Client's stand and related exhibition services forming part of the Package. Organizer reserves the right, at its discretion, to appoint third party contractors or delivery partners, including the Informa or its official contractors, to deliver some or all elements of the Client's stand. Any such appointment shall not materially affect the Client's contracted stand size, location, branding visibility, or agreed commercial terms.
- 6.5 Client shall not permit the display of any exhibits that do not exclusively relate to Client's own commercial activities. Organizer reserves the right, without liability and at Client's risk and expense, to remove any exhibit which Organizer considers in its reasonable opinion contravenes any law, infringes the Intellectual Property Rights of any third party, is likely to cause offence or which otherwise does not comply with these Conditions.
- 6.6 Organizer will be responsible for setting-up a shell scheme for Client's exhibition stand in the Space only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of dressing and branding the Space.
- 6.7 Unless the provisions of Condition 6.5 apply, Client is solely responsible for all aspect of the set-up of the Space, including, without limitation, the shell scheme and exhibition stand construction, branding and dressing.
- 6.8 Client may not share the Space with any third party without the prior written consent of Organizer. If and to the extent that Client is permitted to share the Space, Client shall remain responsible for the Space in its entirety and shall be liable for any breach of the terms of this Contract by any party with whom the Space is shared.
- 6.9 If Client is in breach of this Contract or is otherwise engaged in any activity that might jeopardise the safety of the Exhibition or any Exhibition attendees, Organizer reserves the right without liability to close Client's exhibition stand.

7 Specific terms relating to Sponsorship

- 7.1 Client shall: (i) provide Organizer with all Materials within any deadlines specified by Organizer, and (ii) comply with Organizer's specifications in relation to all Materials. If Client does not, Organizer reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).
- 7.2 Client shall ensure that all Materials: (i) are accurate and complete and do not contain any information which may cause offence or be defamatory, and (ii) do not infringe the Intellectual Property Rights of any third party.
- 7.3 Although Organizer shall take reasonable care in the production of any material incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. All Materials are subject to the approval of Organizer. Organizer reserves the right to reject any Materials at any time after receipt. Organizer will use its reasonable endeavours to provide the Sponsorship in the site, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.
- 7.4 Client hereby grants to Organizer a non-exclusive, royalty free licence to use the Materials and Client's details in connection with the creation of any materials relating to the Exhibition. Client acknowledges that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Organizer may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Exhibition cannot reasonably be justified by Organizer.
- 7.5 If Client is in breach of this Contract, Organizer reserves the right without liability to refuse to use any Materials or provide any element of the Sponsorship. Visitor, delegate and Client's personnel/sub-contractor passes Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organizer's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client will be supplied with passes for its personnel and sub-contractors (as applicable) who are working at the Exhibition and such passes must be produced by such personnel/sub-contractors on request at the Exhibition. Organizer may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

9. Limitation of rights granted

Client's rights in relation to the Exhibition are strictly limited to those set out in the Package. Client shall be permitted to advertise in a proportionate manner on its own website the fact of its attendance and participation in the Exhibition, including, without limitation, by providing a web link to the Exhibition's website, provided that Organizer may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) exploit any rights of a commercial nature in connection with the Exhibition; (ii) establish a website relating to the Exhibition; or (iii) otherwise promote or advertise its association with the Exhibition or Organizer, except as expressly stated herein or with the prior written consent of Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or licence to use or exploit the Intellectual Property Rights of any member of the Informa Group.

10 Changes to the Exhibition

Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, venue and timings of the Exhibition. If any such changes are made, this Contract will continue to be binding on both parties, provided that the Package shall be amended as Organizer considers necessary to take account of the changes.

11 Cancellation and changing the date of the Exhibition by Organizer

- 11.1 Organizer reserves the right to cancel or change the date of the Exhibition at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Organizer considers makes it impossible, inadvisable or impracticable for the Exhibition to be held).
- 11.2 In the event that the date of the Exhibition is changed or where the Exhibition is cancelled for the current year but is reasonably expected by Organizer to be held in the following year, this Contract will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition on the new date (or the Exhibition in the following year, as the case may be) in the same way that they would have applied to the originally scheduled Exhibition. For the avoidance of doubt, nothing in this Condition 11.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.
- 11.3 Where the Exhibition is cancelled and is not reasonably expected by Organizer to be held in the following year the terms of this Condition 11.3 shall apply:
- 11.3.1 if the Exhibition is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 11.3.2 apply), this Contract shall terminate without liability provided that, at Client's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and Client will be released from paying any further proportion of the Fees;
- 11.3.2 if the Exhibition is cancelled as a result of a Force Majeure Event, this Contract shall terminate without liability provided that: (i) Organizer shall be entitled to retain an amount equal to 50% of the total Fees (the Revised Fees) from any proportion of the Fees already paid or, where no Fees have been paid or where the proportion of the Fees already paid is less than the Revised Fees, Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which will become immediately due and payable; and (ii) after the deduction of the Revised Fees, at Client's election, any proportion of the Fees already paid will be either refunded or a credit note issued for the amount of Fees already paid and Client will be released from paying any further proportion of the Fees.
- 11.4 Client acknowledges that the provisions of this Condition 11 set out Client's sole remedy in the event of cancellation or the changing of the date of the Exhibition and all other liability of Organizer is hereby expressly excluded.

12. No right of cancellation by Client

The application for the Package is irrevocable by Client and Client has no rights to cancel this Contract. Save as expressly set out in these Conditions, no refunds will be given and the Fees shall remain due and payable in full.

13. Termination

- 13.1 Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any member of the Informa Group and Client and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Exhibition); or (ii) goes into liquidation, is declared insolvent, ceases to carry on business or suffers any analogous event in any jurisdiction. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 13.1, Organizer shall not be required to refund any Fees received from Client and Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable.
- 13.2 Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer: (i) determines in its absolute discretion that the provision of the Package to Client is not (a) in the best interests of the Exhibition, and/or (b) in Organizer's legitimate commercial interests, and/or (ii) is required by any applicable law or instructed by any financial institution to cease trading (a) with certain individuals and/or entities, and/or (b) in certain geographical locations. In the event that Organizer terminates this Contract pursuant to this Condition 13.2, any proportion of the Fees already paid will be refunded and Client will be released from paying any further proportion of the Fees. Client acknowledges that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 13.2 and all other liability of Organizer is hereby expressly excluded.

Global Health Exhibition Terms and Conditions

- 13.3 Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to close Client's exhibition stand, remove Client's employees and other representatives from the Exhibition, cover over any Materials, remove and despatch any exhibits or other property of Client to Client's address (at Client's risk and expense). Organizer shall be free to re-sell any aspects of the Package as it shall think fit.
- 13.4 Conditions 7.4, 9, 11, 12, 13, 14 and 15 shall survive termination of this contract
-
- 14 Liability and indemnity**
- 14.1 Organizer does not make any warranty as to the Exhibition or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any other exhibitor, sponsor or Exhibition attendee; or (ii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Exhibition. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all conditions, terms, representations and warranties relating to the Exhibition and the Package that are not expressly stated herein.
- 14.2 Organizer shall not be liable to Client for any loss or damage suffered or incurred by Client in connection with the provision of any services supplied by third parties in relation to the Exhibition and/or the Package, including, without limitation, the provision of utilities, AV, stand-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors or the Owners. Without limitation to the foregoing, Client acknowledges that services provided to Client by Organizer's official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).
- 14.3 Subject to Condition 14.5: (i) Organizer shall not be liable to Client for any (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss, or (b) loss (or theft) of or damage to the person, property and effects of Client, its employees or other representatives, and (ii) Organizer's maximum aggregate liability to Client under this Contract or otherwise in connection with the Exhibition and/or the Package shall be limited to the total amount of the Fees paid by Client.
- 14.4 Client shall indemnify Organizer against: (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of Client, its employees, other representatives or sub-contractors, and (ii) any loss, damage or expense suffered or incurred by Organizer as a result of a third party claim that either (a) the display of any exhibits by Client at the Exhibition, or (b) Organizer's receipt or use of the Materials, constitutes an infringement of the Intellectual Property Rights of any third party.
- 14.5 Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by the applicable law.
- 14.5 Organizer shall not be liable for any failure caused by any subcontractor engaged pursuant to Clause 15.7 or otherwise except to the extent required by law.
-
- 15 General**
- 15.1 15.1. Organizer reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.
- 15.2 15.2. From time to time, Organizer, the Owner and their respective employees, other representatives or sub-contractors may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). Organizer (and its employees, other representatives and sub-contractors) shall not be liable for any damage, loss or inconvenience suffered or incurred by Client, its employees or other representatives by reason of any matter relating to the Works.
- 15.3 15.3. Without prejudice to Condition 11.3.2, Organizer shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. For the avoidance of doubt, nothing in this Condition 15.3 shall excuse Client from the payment of the Fees under this Contract.
- 15.4 15.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 15.5 15.5. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.
- 15.6 15.6. Each party acknowledges that this Contract constitutes the entire agreement between the parties in relation to the Exhibition and that it does not rely upon any statement, representation, assurance or warranty that is not set out in this Contract. No variation of this Contract shall be effective unless it is made in writing and signed by both parties.
- 15.7 Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. A person who is not a party to this Contract shall not have any rights under or in connection with it. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Client shall not be required. Organizer shall be entitled to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting Organizer with the staging of the Exhibition and the consent of Client shall not be required.
- 15.8 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 15.9 If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 15.9 shall not affect the validity and enforceability of the rest of this Contract.
- 15.10 This contract is governed by the laws of the Kingdom of Saudi Arabia. Any dispute arising out of or related to this contract shall be subject to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia, specifically those located in the city of Riyadh, to settle any disputes or claims (whether contractual or non-contractual) arising out of or in connection with this contract.