

# MCE Deepwater Development Exhibitor/Sponsor General Information, Rules & Regulations

## **OWNERSHIP AND MANAGEMENT**

The MCE Deepwater Development Conference and Exhibition is owned, managed, and produced by GulfQuest. The words "The Organizers" used herein shall mean the owner/producer acting through their officers, the Conference Director, or Conference and Exhibition Managers. All matters and questions not covered by the following rules and regulations are subject to the decision of The Organizers. The General Information, Rules and Regulations may be amended or supplemented at any time by The Organizers, and all such amendments or additions shall, upon reasonable notice, be as equally binding on all parties affected as the original General Information, Rules and Regulations. The Organizers reserve the right to publish official show photography for the purpose of promoting the show.

## **OFFER AND ACCEPTANCE**

By submission of the Exhibit or Sponsor contract the Exhibitor or Sponsor requests space allocation, a sponsor package, a shell scheme service and relevant admittance badges to the event. Confirmation of acceptance of this application by the Organizers cause the Agreement as a whole to become effective.

## **SPACE ALLOCATION**

All space applications will be based on the floorplan as published on the official website of the event. Previous MCEEDD Exhibitors will be given a limited amount of time to choose their respective locations. Once this time period has expired, all stands will be assigned on a "first come, first served" basis. The Organizers reserve the right to determine the allocation of space. If for any reason considered in the general interest of the Exhibition, the Organizers shall at all times be allowed to change or amended the general layout of the exhibition even if space already has been allocated. The Organizer will at all times have the right to refuse an applicant without statement of the reasons for such a decision.

## **SPACE OCCUPANCY**

No Exhibitor may sub-let his space or any part thereof without written approval from the Organizers. The Exhibitor will not permit any non-exhibiting firm or its agents or representatives to use the booth for any purpose whatsoever. An allocated space must be adequately occupied by the Exhibitor to whom it is allotted. The Organizers reserve the right to take over any booth space that is found not occupied at the opening of the event. Any payment made relative to the space or booth will not be credited and the expense made to fill the space will be payable by the Exhibitor.

## **SHELL SCHEME BOOTHS**

Shell scheme booths will be provided for by the Organizers and built/charged directly to the Exhibitor by the Organizers' appointed contractor(s). These stands will be according to the specifications in the Exhibitor's Manual. Additional stand fittings or exhibits may not exceed the height of the shell scheme structure of 2.5 m unless prior written approval is obtained from the Organizers. Catering from the booths is not allowed.

## **SPACE ONLY BOOTHS**

Exhibitors who apply for a "space only" booth location must make their own arrangements for stand design and construction for which they have freedom of design and choice of stand building contractor with the exception of specialty services as specified in the Exhibitor Manual. Exhibitor is allowed however to work with the Organizers' appointed contractor(s). The overall height of exhibits and stand fittings including cladding of columns must not exceed 4.00 m from the floor level, unless prior written approval has been obtained from the Organizers. Two-storey stands are not allowed. The design of the booth will be subject to the written approval of the Organizers. Detailed plans, with dimensions and a specification of all materials, should therefore be submitted to the Organizers not later than 6 weeks prior to the Exhibition or so much earlier as the Exhibitor will need to redesign the booth in case of non-approval of the design. Catering from the booths is not allowed.

## **SPACE/BOOTH RETURN AFTER THE EVENT**

The Exhibitor shall respect the times stated in the Show Program to begin dismantling of the booth or taking out its decorations and display models. The Exhibitor will return to the Organizers' appointed contractors all rented materials in the condition it was received. The Exhibitor will assure he leaves the booth space behind undamaged, without rubbish, waste, empty boxes etc. The Organizers reserve the right to charge Exhibitors for the disposal of excess waste that was left behind in the booth space or isles. Any person bringing goods into or removing goods from the Exhibition premises shall be in possession of evidence of his authority for doing so. In the interest of all Exhibitors and Visitors the Organizers will be entitled to confiscate such goods if such evidence is not presented, until acceptable evidence has been shown. Failure to remove an exhibit in the allowed time will afford The Organizers the right to remove and place same in a ware- house, subject to the Exhibitor's disposition, with all charges to follow at no liability to The Organizers. All exhibits must remain intact until the event is officially closed.

## **OUTSIDE EXHIBITS/HOSPITALITY SUITES**

By executing this contract, Exhibitors agree that their entire exhibit and display will be confined to the exhibit space assigned. This prohibits Exhibitors from displaying products/services and/or other advertising materials in areas outside their booth space such as, but not limited to, parking lots and hotel lobbies. Exhibitors, by executing this contract, also expressly agree not to operate hospitality suites, conduct meetings or demonstrations during hours in which MCE-DD is open or when any official sponsored events are in progress.

## **SECURITY**

Although security will be provided for the overall protection of the Exhibition, Exhibitors are entirely responsible for the security of any goods, belongings or persons on-site of the event.

## **TAXES AND LICENSES**

Exhibitor / Sponsor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to the activity at the Exhibition. Exhibitor / Sponsor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, use fees, or other charges that may become due to any governmental authority concerning Exhibitor's activities related to the Exhibition.

## **ADMISSION TO PREMISES**

The Organizers reserve the right to refuse to admit or to expel any person at any time notwithstanding that person's possession of an official pass or ticket. The Organizers reserve the right to determine the acceptable sound level for working exhibits, audio visual displays etc. in the event of complaints from other Exhibitors. The Organizers reserve the right to prohibit as unsuitable or as annoying to visitors or other Exhibitors, any display feature or advertising material or any sales method or demonstration. The Organizers reserve the right to prohibit the operation of machinery and of demonstrations which, in their opinion are causing or may cause annoyance or danger to other Exhibitors or to visitors.

## **COPYRIGHTS, PATENTS AND PERSONAL AND PROEPRTY RIGHTS**

The Organizers will not be liable for any loss or damage the Exhibitor may sustain in respect of the infringement of any of his copyrights or patents arising out of his participation in the Exhibition. The Exhibitor will also assume responsibility for all licensing in association with any use of copyrighted material. Exhibitor warrants and represents that the Exhibit and all related materials, including but not limited to photographs, written materials, and display models (collectively, the "Exhibit"), does not violate any proprietary or personal rights of others (including, without limitation, any copyrights, patents or privacy rights); that the Exhibit constitutes the Exhibitor's own original work or property, or that the Exhibitor has permission from the rightful owner to use such work or property. If an exhibitor violates property rights, they will no longer be eligible to exhibit at GulfQuest events.

## **EXHIBITOR'S / SPONSOR'S INSURANCE**

Exhibitors / Sponsors shall maintain for the duration of the event an insurance sufficient to cover the liabilities under the Agreement. Exhibitor /Sponsor assumes the entire responsibility and liability for losses, damages and claims arising out of personal injury or damage to Exhibitor's displays, equipment and any other property brought upon the premises of the exhibit hall. Exhibitors shall indemnify and hold harmless the convention facility and The Organizers, their agents and employees from losses, damages and claims inside or outside the exhibit hall that may arise as a result of actions of the Exhibitor, its employees or agents. The Organizers will not be liable to the Exhibitor, its employees, agents or guests for any damages, loss or injury from fire, electricity, water, storm, riot, smoke, theft, accident or any other cause. The Exhibitor / Sponsor must take out adequate insurances in respect of all such claims. Each Exhibitor exhibits entirely at his own risk and must insure himself to cover the aforementioned conditions. Organizers reserve the right to request a copy of any such policy of insurance.

## **FORCE MAJEURE**

No damages shall be due for a failure of performance or services due to Acts of God, declared war in the country in which MCE-DD is being held, terrorist act in the city where MCE-DD is being held, government regulation, riots, strikes, disaster, travel advisory regarding the city and/or country in which MCE-DD is being held, government imposed prohibitions on gatherings in the city where MCE-DD is being held, declaration of a pandemic by the World Health Organization, or any other circumstance beyond the Parties' reasonable control, which in the case of each of the foregoing makes it illegal or impossible to hold MCE-DD. If in such event to the judgment of the Organizers time permits, the event will be postponed to alternative dates, if possible within the same city. If in such event The Organizers decide it is the best interest of MCE-DD to move to a virtual event, the Sponsor and/or Exhibitor's deposit and/or payments may either be allocated to the virtual event, or refunded (less a pro rata share of costs and expenses incurred) to the Exhibitor/Sponsor; whichever is mutually agreed upon by both parties. In case the event needs to be abandoned in whole or part by any of the aforementioned reasons, the Organizers may at their entire discretion repay the rental paid by the Exhibitor or part thereof, but shall be under no obligation to repay the whole or part of such rental, and shall be under no liability to the Exhibitor or Sponsor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such events.

## **EQUALITY ACT OF 2010 AND LOCAL AND NATIONAL LAWS**

The Exhibitor understands that the Equality Act of 2010 requires that its display must be accessible to persons with disabilities, and the Exhibitor agrees that it is solely responsible for assuring that all components of its display comply with the Equality Act of 2010. The Exhibitor hereby warrants that it will provide services to individuals with disabilities in accordance with the requirements of the Equality Act of 2010, so that the Exhibitor's display will be accessible, as defined in the Equality Act to persons with disabilities. The Exhibitor agrees to indemnify and hold The Organizers harmless for any claims arising out of or in connection with the Exhibitor's display's failure to comply with the Equality Act of 2010 or any other local or national laws.

## **APPLICATION AND OR VIOLATION OF RULES AND REGULATIONS**

Each Exhibitor or Sponsor is bound in all respects by these Rules and Regulations. The Organizers reserve the right to waive, add to or alter any of these Rules and Regulations in the interest of the Exhibition either generally or in any particular case. In case any question arises, whether provided for in these Rules and Regulations or not, the Exhibitor or Sponsor agrees to accept the decision of the Organizers as final. Violations of these rules and regulations will afford The Organizers the right to prohibit the Exhibitor from exhibiting at the current year's exhibition and will forfeit all payments.

## **PAYMENT OF CONTRACTORS**

The Contractors appointed by the Organizers will charge the Exhibitor directly in local currency and in accordance with local VAT or tax rules. This applies to the shell scheme or stand design and construction on space only locations but also applies to any other service ordered or materials rented from the contractor. This may also apply to some services included in the sponsorship packages. Any contract or agreement between Exhibitor / Sponsor and contractor does not in any way form part of the contract between the Exhibitor / Sponsor and the Organizers and responsibility will not be accepted by the Organizers for any dispute. Exhibitor / Sponsor shall be responsible for all payments due to the contractor.

## **TERMS OF PAYMENT**

A 50% deposit is due upon submittal of the Exhibitor or Sponsor contract to confirm your space. The remaining balance owed will have to be settled before the event opens. The Organizer are entitled to charge any overdue amount at an overall interest rate of 7% per annum. If an Exhibitor or Sponsor fails to pay any sum due to the Organizers or contravenes or fails to comply with these Rules and Regulations, the Organizers reserve the right to revoke his allotment of space and prohibit his participation at the event. Such action by the Organizers shall not prejudice any other remedy which they shall have against the Exhibitor or Sponsor nor reduce the amount paid or owed by him.

## **CANCELLATION**

If an Exhibitor/Sponsor reduces or cancels 60 days prior to conference date, a cancellation penalty of 50% of total commitment will be assessed. If an Exhibitor/Sponsor reduces or cancels 30 days prior to the conference, the total amount of commitment is due.

## **VIOLATIONS OF RULES AND REGULATIONS**

Violations of these rules and regulations will afford The Organizers the right to prohibit the Exhibitor and/or Sponsor from participating at the current year's event and will forfeit all payments.