



GENERAL REGULATIONS

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1. GENERAL INFORMATION

The Exhibition, admission to which is limited to trade only and is organized by JIM AFRICA EXHIBITIONS (hereinafter "Organizer")

2. DATES, TIME AND VENUE OF THE EXHIBITION

The Exhibition will be held from 24th to 26th April 2018 at the Kenyatta International Convention Centre, Nairobi Kenya. Opening times for visitors will be continuous from April 24th – 26th 2019, 9.00 am until 6.00 pm each day. Exhibitors, persons employed by them and working with them, may enter the pavilions half an hour before the entry time for Visitors and their departure from the halls must not be later than half an hour after the closing time for Visitors. Admission to the Exhibition is for trade only upon payment.

The Organizer reserves the right to alter the above opening times as well as to suspend the entry of Visitors and any trade business for certain periods or for special organizational requirements.

3. PERMITTED GOODS AND SERVICES:

To safeguard the specialist nature of the exhibition only the following categories of goods and services will be admitted;

- Telecoms Operators, Suppliers and Related Categories
- Electronics Manufacturers, Suppliers, Distributors, Retailers
- Mobile Phone & Accessories Manufacturers, Distributors
- I.C.T, Softwares, Systems, Hardwares
- Mobile Based Service Providers.

4 PARTICIPANTS

4.1 PARTICIPATING PERSONS AND GROUPS

Whether directly or through their Representatives, all Producers, Traders, Associations, Institutions or Consortia operating in the fields of the goods indicated in Article 3 above may be admitted to the exhibition, which all are called hereinafter "Exhibitor". Representatives may take part in the exhibition only in that specific function and with their own company name.

4.2 CO-EXHIBITOR

The Organizer will only contract with direct exhibitor. If the direct exhibitor wishes to share his space with co-exhibitor, the direct exhibitor must obtain written

permission from the Organizer; otherwise, the co-exhibitor must pay USD 500 of the registration.

4.3 Liability of Organizer

The Organizer declines any liability arising from events attributable to participants at the Exhibition even where they are in accordance with the provisions of the regulations governing the Exhibition itself.

5 APPLICATION & PAYMENT

5.1 APPLICATION

Only "Application and Participation Contract" duly filled in and signed according to our Regulations, accompanied by receipt of payment of the sum due (the 50% of space cost) and the signed "General Regulations", will be accepted before **February 15, 2019** and after **February 15 2019** requests and applications from the exhibitor will be put on the waiting-list.

5.2 PAYMENT

50% advance payment –deposit- is to be made on submission of the "Application & Participation Contract". On receipt of the correctly filled in "Application & Participation Contract", together with the signed "General Regulations" and the sum to be paid due, the Organizer will issue an original invoice for the whole space cost; The balance of the full payment due should be paid before **February 28th, 2019**.

6. ASSIGNMENT OF SPACE

According to the priority of the "Application and Participation Contract" that the exhibitor sent to the organizer and the exhibition's image, the organizer assigns the space to the exhibitors;

For technical and organizational reasons, prior to or during the Exhibition the organizer reserves the right to change or to reduce the allocated space, including its transfer to another part of the exhibition center. In such cases the exhibitors shall have no right to indemnity or compensation for any reason.

7. TRANSFER AND CANCELLATION OF SPACE

Transfer, with or without payment, of whole or part of the space is strictly forbidden.

After submission of the "Application & Participation Contract" any exhibitor who is unable to take part in the exhibition or who wishes to reduce to stand space

allocated to him, must immediately notify the organizer by mail.

In such cases the organizer shall withhold the deposit, such cancellation or partial cancellation being a breach of contract by the exhibitor.

If cancellation is received by the organizer after **September 15 2015**, the whole of the amount paid shall be retained as compensation fee to the Organizer for damages due to cancellation.

After 12 hours of the opening of the exhibition the exhibitor cannot appear on the spot and cannot inform the organizer about some reasons, the organizer will not reserve the allocated space.

8. EXHIBITOR SERVICE MANUAL

Approximately before January 15, 2019, the organizer will send an Exhibitor Service Manual to the exhibitor. The Exhibitor Service Manual will include information of the exhibition, including: additional Exhibitor rules and regulations, official contractor order forms, registration, construction, shipping and drayage, utilities and building services, hotel and travel, display rules, move-in, move-out schedules and so on.

9. EXHIBITOR REPRESENTATIVE'S RESPONSIBILITY

Each Exhibitor must name at least one person to be his representative in connection with installation, operation and removal of exhibit. Such Representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible.

10. CONTRACTOR SERVICES/EXHIBITOR-APPOINTED CONTRACTORS

In the interest of making available the best-qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Exhibition, The organizer has contracted on an exclusive basis official contractors to provide some certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by Exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual. The Organizer shall require written notification from any Exhibitor using services of a company other than the official contractor. This notification should include the liaison, the in-charge person of the exhibitor-appointed contractor. This information must be provided to the Organizer at least 30 days in advance of the first day of move-in.

11. RULES OF CONSTRUCTION

The details on the construction of standard booth and raw space will be included in the Exhibitor Service Manual

12. TRANSPORTATION AND FORWARDING

The rules of transportation and forwarding will be included in the Exhibitor Service Manual (Including Shipment)

13. RULES OF DISPLAYS

Distribution of samples and printed matter of any kind, and any kind of promotional material, is restricted to the allocated space. Each Exhibitor agrees to display only services or goods that the exhibitor manufactures, represents or distributes. The aisles, passageways and overhead spaces remain strictly under control of the organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of the organizer. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Samples, souvenirs and advertising materials may be distributed by Exhibitor only within the exhibitor's booth. Balloons and stickers are prohibited in the exhibit area. (Handouts with gummed backing that adhere or cause adhesion are considered stickers.) Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

14. PHOTOGRAPHS AND SOUND

14.1 PHOTOGRAPHIC RIGHTS

The booths and the products on display may not be photographed or filmed or in any way reproduce without the authorization of the Exhibitors and the Organizer;

The organizer reserves the right to reproduce or authorize the reproduction of general views or details of space inside and outside the exhibition area.

14.2 SOUND DEVICES

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled within the allocated space. Sound of any kind must not be projected outside of the exhibit booth. If the exhibitor wishes to employ some carnival-type attraction, animal or human, or operate such noise-creating devices as bells, horns or megaphones, firstly the exhibitor should obtain the permission of the organizer;

The organizer reserves the right to stop the above-mentioned activities.

15. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Exhibition, Exhibitor grants to the organizer a fully-paid, perpetual non-exclusive license to

use such names in the organizer's promotional materials. The organizer will not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the show program or other lists or materials. The organizer may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Exhibition and use such photographs for any the organizer's promotional purpose..

16. CANCELLATION OF EXHIBITION

If the organizer cancels the Exhibition due to circumstances beyond the reasonable control of the Organizer (such acts of war, earthquake, government emergency, labor strike or unavailability of the Exhibit Facility), The organizer shall refund to each

Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of the Organizer to the Exhibitor.

The organizer

reserves the right to cancel, re-name or relocate the Exhibition or change the date of the Exhibition. If the organizer changes the date of the exhibition, the new and concrete date of the

exhibition will be informed to the exhibitor not more than 30 days.

17. SECURITY

The Organizer will employ guards during the course of the exhibition. The duty of the guards will be to protect the general exhibit against fire or other catastrophes. Neither the Organizer, nor the owners or lessors of the exhibit premises will assume any responsibility for Exhibitors' personal property. It is required that the Exhibitor insures his property against loss and theft.

The Exhibitor is in any case liable, in civil and criminal law, for any damage to persons or things caused by equipment, structures or whatever else may be present in the area allocated to him, as well as for his own acts and those of his staff, representatives and people working for him.

State and City Laws must be strictly observed. Decorations must be flameproof. Wiring must comply with fire department's and underwriters rules. Smoking in exhibits is forbidden. Crowding will be restricted. Aisles and fire exits can not be blocked by

exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Storage of flammable materials in the Exhibitor's booth or behind the Exhibitor back wall is strictly forbidden.

18. LIABILITIES, INSURANCE, ACCIDENT PREVENTION

The Organizer is liable to the exhibitor and persons authorized to act on his behalf for demonstrable damage incurred during the Exhibition in the exhibition center up to a limit of USD2000 only if such damage is caused by the negligence of the organizer or his staff. The said limit does not apply in cases of deliberate damage or gross negligence. For damage resulting from failure of equipment, operational failures or other incidents having an adverse effect on the Exhibition, the organizer is liable only in case of deliberate intent or gross negligence. The organizer is not liable for damage, theft or other loss of exhibits and stand equipment and consequential damage. Exhibitors are strongly recommended to take out exhibitor's liability insurance. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his discretion.

19. GOVERNING LAW

This contract is governed by the state laws of Kenya as applied to contracts entered into and entirely performed within Kenya. Exhibitor agrees that the courts located in the Kenya shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract.

20. ADDITIONAL TERMS AND CONDITIONS

The organizer has its sole control over attendance policies. In addition to its right to close an exhibit and withdraw acceptance of the contract, the organizer in its sole judgment may refuse to consider for participation in future Exhibitions an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of the organizer. Exhibitor may not assign this contract or any right hereunder nor may sublet or license all or any portion of its exhibit space. Children under 16 will not be allowed in the exhibit hall. (Proof of age maybe required.) This is for their safety and includes children of Exhibitors.

21. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Exhibition and not specifically covered by the terms and conditions of this contract shall be subject to determination by the organizer in

its sole discretion. The organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any and all matters pertaining to the Exhibition and not specifically covered by the terms and conditions of this contract shall be subject to determination by the organizer in its sole discretion. The organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by the organizer as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by the organizer from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

22. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed by Exhibitor and counter-signed by a duly authorized representative of the organizer.

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Date

Company Representative

Designation

Stamp & Signature

