

SPACE PACKAGE APPLICATION CONTRACT

2- 5 November 2022

QUEEN SIRIKIT NATIONAL
CONVENTION CENTER
BANGKOK THAILAND



Please submit completed Booking Form, photocopy of Business Registration Certificate or Tax Registration Certificate, deposit payment and the latest product catalogue or photos.

Important

- All information must be completed in ENGLISH BLOCK LETTERS.
- Information provided should match with Business Registration Certificate or Tax Registration Certificate and will be used in the Directory and booth fascia.
- Company Name cannot be changed once the application is submitted.
- Sharing of Space is not allowed. Please refer to Condition 6.7 of the Conditions.

Part 1

Company Information

A. The Client

The Name to be listed in Directory, booth fascia and invoice

Company Name _____

Company Registration Number _____

Address _____

City _____ State _____

Postal Code _____ Country _____

B. Contact information to be listed in the Directory

Country Code _____ Area Code _____ Tel _____

Country Code _____ Area Code _____ Fax _____

Website <http://> _____

C. Contact information for Event related correspondence

Contact Person Mr/Ms _____ Surname _____ Name _____

Position _____

Country Code _____ Area Code _____ Tel _____

Country Code _____ Area Code _____ Mobile _____

E-mail _____

HOW INFORMA USES YOUR DATA

Informa will send you relevant information from Jewellery & Gem ASEAN Bangkok and other related events, products and services. You can unsubscribe at any time. Informa will not share Your data with third parties for marketing purposes without Your consent. Information that you submit to Informa will be held in accordance with Informa's privacy policy see <https://www.informa.com/privacy-policy/>. We may revise our Privacy Policy at any time without notice by posting a revised version on the link set out above. To stay up to date on any changes, check back periodically. If you have any questions about how we use your information please contact the Data Protection Co-ordinator, databi-hk@informa.com.

FOR OFFICIAL USE ONLY **ACCEPT** **NOT ACCEPT**

Company Name: _____ (to be listed in booth fascia and directory)

Country: _____ Company Registration Number: _____

Booth Number: _____ Zone: _____ Booth Area: _____ Open Side: _____

Total Fee: US\$ _____ Representative: _____ Authorised Signature: _____

Please tick where appropriate (Maximum up to TEN main product listings)

Hashtag for your products

Add hashtags for your products and increase your exposure to the visitors. You may add up to 10 hashtags (with a maximum of 150 characters in total).

1 _____ 2 _____ 3 _____ 4 _____ 5 _____
 6 _____ 7 _____ 8 _____ 9 _____ 10 _____

Business Nature

Manufacturer Importer/Exporter Others _____
 Wholesaler/Agent Retailer

Other Information

Established in Year: _____
 Major Markets (Area): _____
 Brand Name: _____
 Overseas Office Name: _____
 Tel No. : _____ Fax: _____ Country: _____
Country Code Area Code Country Code Area Code
 Agents: _____
 Tel No.: _____ Fax: _____ Country: _____
Country Code Area Code Country Code Area Code

Product Categorization

Please select ONE principal product category from below to be displayed as exhibits. Client shall display not less than 70% of the product category selected below. Client shall not display or sell any product not selected in the Product Listing in Part 2 at all times.

For the avoidance of doubt, Client understands and agrees with the above exhibits provision, which shall form part of the provisions of the Contract. Improper use of the Space contrary to the Booking Form (including any deviation or changes to Parts 2 and/or 3 without Organizer’s prior approval) shall be deemed a breach of the Contract, and Organizer may take any action it deems appropriate against Client in accordance with the Conditions of this Contract, including the right to remove any exhibits or Materials and/or terminate this Contract without liability.

Finished Jewellery Watches
 Fossil, Minerals & Stones Display & Packaging
 Jewellery Parts & Accessories Tools, Equipment & Technology
 Jewellery Materials (Diamonds, Gemstones, Pearls, Precious Metals) Services

Subject to its privacy policy, Organizer may use the information provided in Part 1 - 3 in its jewellery related publications and websites.

Company Name: _____

Price per square metre (USD) inclusive of Thailand's VAT at 7%.

RAW SPACE (min 36sqm)				
	1 open side	2 open sides	3 open sides	4 open sides
Normal Zone	☐ \$443	☐ \$465	☐ \$476	☐ \$487
Prime Zone	☐ \$532	☐ \$558	☐ \$572	☐ \$585

SHELL STAND* (min 9sqm)				
	1 open side	2 open sides	3 open sides	4 open sides
Normal Zone	☐ \$496	☐ \$521	☐ \$533	☐ \$546
Prime Zone	☐ \$585	☐ \$614	☐ \$628	☐ \$643

Total area _____ square metres.

Space Fee US\$ _____ + Web Membership fee# US\$ _____

Total Fee US\$ _____ inclusive of Thailand's VAT at 7%

* Shell stand package includes partitions, carpet, booth fascia, 1 table, 3 chairs, 4 spotlights, 2 table showcases, 1 socket and 1 waste basket

** A Client that cancels its participation at the Event shall pay the following cancellation charges:

Time of cancellation

On or before 31 July 2022

On or after 1 August 2022

Cancellation Charge

50% of total Fees

100% of total Fees

The Organizer reserves the right, at its sole discretion, to deduct the cancellation charges above from any money already paid by Client to Organizer.

Web Membership

A one-off web membership fee of US\$350, which is irrevocable and non-transferable for JewelleryNet, is valid from 1 Sept 2022 to 31 Aug 2023. Any postponement or cancellation of the Event shall not affect the web membership subscription. Web membership fee entitles members to upload their company and product profile to their designated showroom as well as to take part in promotional activities for the Event. Client of Jewellery & Gem Fairs (Hong Kong and Istanbul's March edition) who has paid the fee previously and whose membership is valid until 30 June 2023 are exempt from payment of the web membership fee. For more information, please visit <https://jewelleryNet.com>.

Special Request: 1. _____ 2. _____

For advertising and sponsorship opportunity, please contact your sales representative.

To identify your reservation and payment, please state your company name and the Jewellery & Gem ASEAN Bangkok at the back of your cheque/cashier order/bank draft/bank advice.

A signed copy of this Contract shall be returned together with a non-refundable deposit of 50% of the total Fees, and the balance of the total Fees shall be paid by 1 August 2022. For bookings after 1 August 2022, Client shall return a signed copy of this Contract with a non-refundable payment of 100% of the total Fees.

We enclose a crossed cheque/bankdraft number: _____ to the sum of USD _____ and 50% balance in a post-dated cheque dated 1August 2022 made payable to: Informa Markets Asia Limited.

We have transferred the sum of USD _____ through _____ (Bank Name) into your account as detailed below:

Cheque / bank draft send to: Jewellery Fairs Department, 1701-05 China Resources Building, 26 Harbour Road, Wanchai, Hong Kong.

Beneficiary Account : **Informa Markets Asia Limited**
 Bank name : The Hongkong & Shanghai Banking Corporation Ltd.
 Address : 1 Queen's Road, Central, Hong Kong.
 Account No. : 004-511-285553-274 (US Dollar)
 004-600-725303-292 (HK Dollar) — exchange rate at 7.8
 Swift Code : HSBCHKHCHKH
 Note : Bank charges should be borne by the Client

Company Stamp/Name & Authorised Signature: _____

- (ii) temporarily suspend and/or disable Client's and its Personnel's access to any Directory for the purposes of maintenance, upgrade or addressing any security concerns.
- 8.10. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website.
- 8.11. Client acknowledges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Directory is hosted.
- 8.12. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 8 (and/or any website terms of use and/or fair or acceptable use policies indicated on the website on which any Directory is hosted), Organizer reserves the right without liability to suspend and/or disable Client's and its Personnel's use of, access to, coverage within and benefits related to any Directory.
- 8.13. Organizer's total liability in connection with a Directory, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of such Directory only.

9. SPECIFIC TERMS RELATING TO DEVICES

- 9.1. If Client orders any Devices as part of the Package, the terms of this Condition 9 shall apply. The Booking Form may specify that it is mandatory for Client to order Devices for use at the Event.
- 9.2. Client acknowledges and agrees that all Devices are provided by Organizer's nominated third party supplier (Device Supplier). Devices enable Client to engage with the lead capture services provided by Device Supplier and activation and use of the lead capture services shall require Client to agree and adhere to Device Supplier's terms of use. By agreeing to Device Supplier's terms of use, this creates a separate contract between Client and Device Supplier for the activation and use of such lead capture services. In the event that Device Supplier exercises any right to terminate Client's use of the lead capture services pursuant to its terms of use, all Fees paid by Client in respect of the Devices shall be non-refundable.
- 9.3. Client acknowledges and agrees that it shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge.
- 9.4. Client acknowledges and agrees that Device Supplier shall host all data collected by Client and/or its Personnel in connection with the lead capture services in accordance with Device Supplier's terms of use. In particular, Client acknowledges and agrees that Device Supplier may be disclosing certain data that Client collects using the lead capture services to Organizer for the purposes set out in Device Supplier's terms of use.
- 9.5. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 9, Organizer reserves the right without liability to insist that any Devices are no longer used by Client and/or its Personnel and are immediately returned to Device Supplier.
- 9.6. Client acknowledges and agrees that all Devices are provided to Client on Organizer's behalf by Device Supplier. Client shall collect and return any Devices in accordance with Device Supplier's instructions. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with any Devices that are not returned or that are damaged by Client and/or its Personnel. In the event of any fault, malfunction, failure or inaccuracy of any Devices or any other loss or damage arising in connection with any Devices and/or any captured data, Client should contact Device Supplier to resolve any issues. Client hereby waives any and all claims against Organizer that Client may have relating to or arising from any such issues. Organizer's total liability in connection with any Devices, howsoever arising, shall be limited to the total amount of the Fees paid by Client in respect of the Devices only.

10. VISITOR, DELEGATE AND CLIENT'S PERSONNEL PASSES

- 10.1. 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 shall be supplied (either by Organizer or the Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel on request at the Event. 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.

11. LIMITATION OF RIGHTS GRANTED

- 11.1. Client's rights in relation to the Event and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website and/or social media the fact of its attendance and participation in the Event, including, without limitation, by providing a web link to the Event 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) establish a website specifically relating to the Event, and/or (ii) otherwise promote or advertise its association with the Event and/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 Organizer and/or any member of the Informa Group.

12. CHANGES TO THE EVENT

- 12.1. Notwithstanding any other provision of this Contract, Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event. If any such changes are made, this Contract shall continue to be binding on both parties, provided that the Package shall be amended as Organizer considers necessary to take account of such changes.

13. CANCELLATION AND CHANGING THE DATE(S) OF THE EVENT BY ORGANIZER

- 13.1. Organizer reserves the right to cancel or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held).
- 13.2. In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event and/or the Event is cancelled but is reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.
- 13.3. In the event that the Event is cancelled and is not reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall terminate without liability provided that, at least two (2) months prior to the date that the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees.
- 13.4. Client acknowledges and agrees that the provisions of this Condition 13 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Event and all other liability of Organizer is hereby expressly excluded.

14. CANCELLATION BY CLIENT

- 14.1. The application for the Package is irrevocable by Client and, save as expressly stated in the Booking Form, Client has no rights to cancel this Contract. Save as expressly set out in these Conditions

and/or in the Booking Form, no refunds shall be given and the Fees shall remain due and payable in full.

- 14.2. To the extent that the Booking Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Organizer, except where Organizer has the right to terminate this Contract under Condition 15.1. Upon any such cancellation by Client, Client shall pay Organizer such cancellation fees as are stated in the Booking Form. For the purpose of determining any such cancellation fees, the relevant dates shall be fixed by reference to the originally scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event that has been changed pursuant to Condition 13.2.

15. TERMINATION

- 15.1. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/or any other agreement between Client and any member of the Informa Group and either the breach is irremediable or Client has not remedied the breach (if the same is capable of remedy) within fourteen (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 Opening Date of the Event or any element of the Package being provided on a scheduled date), (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Event and/or Organizer into disrepute. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 15.1, 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 shall become immediately due and payable.
- 15.2. 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 in the best interests of the Event and/or not in Organizer's legitimate commercial interests, (ii) is required by any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical locations, and/or (iii) decides to cancel the Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 13.2. In the event that Organizer terminates this Contract pursuant to this Condition 15.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 15.2 and all other liability of Organizer is hereby expressly excluded.
- 15.3. 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 Personnel from the Event, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of Client (at Client's risk and expense). Organizer shall be free to re-use any aspects of the Package as it shall deem fit.
- 15.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.
- 15.5. Conditions 1, 3, 5.2, 7.4, 7.5, 8.8, 8.13, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive termination of this Contract.

16. LIABILITY AND INDEMNITY

- 16.1. Organizer does not make any warranty as to the Event and/or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor or attendee of the Event, (ii) the number of exhibitors, sponsors or attendees participating in the Event, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Event and/or purchasing any element of the Package. Organizer further does not make any warranty as to (a) the condition of the Venue or any utilities that may be provided for use at the Venue, and/or (b) any products and/or services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Event and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a result of any match-making initiatives, transactions or other deals/arrangements with such other exhibitors, sponsors or attendees. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertakings relating to the Event and the Package that are not expressly stated herein.
- 16.2. Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any member of the Informa Group arising out of or in connection with the provision of any services supplied by third parties in relation to the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stand/shell scheme plans, stand-building, shell scheme, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Owners' and/or Organizer's mandated, official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).
- 16.3. Subject to Condition 16.6: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its Personnel's participation in and/or presence at the Event, (ii) neither Organizer nor any member of the Informa Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss or theft of, injury to, illness of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and (iii) Organizer's (and any member of the Informa Group's) maximum aggregate liability to Client and its Personnel under this Contract or otherwise in connection with the Event and/or the Package, howsoever arising, shall be limited to the total amount of the Fees paid by Client.
- 16.4. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with: (i) any loss of or damage to any property or injury to, illness of or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that either the display of any exhibits (including, without limitation, counterfeit goods) by Client and/or its Personnel at the Event and/or on any Directory and/or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client and/or its Personnel of any law (iv) where Client receives any Data List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 5.2 and (v) where Client shares the Space with any third party pursuant to Condition 6.7, any act or omission of any such Space sharer and/or such Space sharer's Personnel.
- 16.5. 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 and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 16.5 shall excuse Client from the payment of the Fees under this Contract.
- 16.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- 16.7. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 16 are no more than is reasonable to protect Organizer as the organizer of the Event and the provider of the Package.

17. INSURANCE

- 17.1. Client is required to be adequately insured in relation to its activities under this Contract, including, without limitation, Client's participation in the Event (move-in through move-out). Without limitation to the foregoing, Client shall take out and maintain at all times both public liability insurance

and employee liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect Client's insurance policies and receipt(s) for payment of premium on request.

- 17.2. Client shall ensure that any contractors engaged by Client in connection with the Event (move-in through move-out) are adequately insured. Without limitation to the foregoing, Client shall ensure that any such contractors take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect any such contractors' insurance policies and receipt(s) for payment of premium on request.
- 17.3. To the extent that Client is permitted to share the Space pursuant to Condition 6.7, the provisions of Conditions 17.1 – 17.2 (inclusive) shall apply to any such Space sharer(s) in the same way as they apply to Client.
- 17.4. In the event that satisfactory evidence of insurance cover is not provided, Organizer shall be entitled to cancel Client's right of participation immediately (including, without limitation, that of any Space sharer(s)) and Client shall not be entitled to any refund.

18. SUSTAINABILITY

- 18.1. Organizer strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help achieve this, Client shall comply with all sustainability requirements set out in the Manual or as otherwise notified to Client by Organizer in writing (acting reasonably).

19. GENERAL

- 19.1. Organizer reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.
- 19.2. From time to time, Organizer, the Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). Organizer shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffered or incurred by Client and/or any of its Personnel arising out of or in connection with any matter relating to the Works.
- 19.3. Client acknowledges and agrees that Organizer and each member of the Informa Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all: (i) analytics data captured at or in connection with the Event and/or any part of the Package (including, without limitation, Event footfall, attendee, user or online behaviour and usage data relating to any Directory, Devices and/or any lead generation/match-making initiatives), and/or (ii) Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel at or in connection with the Package, the Event and/or any other events owned, organized, managed or operated by Organizer and/or any member of the Informa Group (in each case whether prior to, concurrently with, or following the entering into of this Contract) (together, both (i) and (ii) being the Data). The foregoing shall include, without limitation, Organizer and each member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (which may include, without limitation, incorporating all or any part of any Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel into such products, services or works).
- 19.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 19.5. 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.
- 19.6. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Event and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.
- 19.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. 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, without the consent of Client, 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 Event and/or the facilitation of the Package.
- 19.8. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 19.9. 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 19.9 shall not affect the validity and enforceability of the rest of this Contract.
- 19.10. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.
- 19.11. Organizer reserves the right to set off any indebtedness of Client to Organizer against any indebtedness of Organizer to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.
- 19.12. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).

20. GOVERNING LAW AND JURISDICTION

- 20.1. This Contract shall be governed by and construed in all respects in accordance with the laws of Hong Kong SAR and the Client submits to the non-exclusive jurisdiction of the Hong Kong SAR courts for all purposes relating to this Contract.

The Client requests, and Organizer agrees to provide, the Package as set out in this Booking Form, which shall be provided in accordance with this Contract. Unless otherwise stated, all defined terms in this Booking Form shall have the meaning as set out in the Conditions. I, the signing party named below confirm that I am duly authorised to execute this Contract for and on behalf of the Client:

An e-version of the CONDITIONS is available in: [available in: https://aseanbangkok.exhibitions.jewellerynet.com/intltnc/](https://aseanbangkok.exhibitions.jewellerynet.com/intltnc/)

We hereby acknowledge that we have read, understand and agree to the Sponsorship and Exhibition Terms & Conditions.

Company Name: _____

Authorised Person's Name (BLOCK LETTERS) _____

Company Registration Number _____ Date _____