

GENERAL REGULATIONS

ITU TELECOM ASIA 2004
7 to 11 September 2004, Busan Exhibition & Convention Center, Korea (Rep. of)
www.itu.int/asia2004/



EVENT ORGANIZATION

- Article 1: Organizer**
ITU TELECOM ASIA 2004 (hereinafter the "Event") is organized by the International Telecommunication Union (hereinafter "ITU"). The Event comprises an exhibition and a forum (hereinafter the "Exhibition" and the "Forum").
- Article 2: Venue**
The Event will be held at the Busan Exhibition & Convention Center, Busan, Korea (Rep. of) (hereinafter the "Venue").
- Article 3: Dates and Hours**
The official advertised dates of the Event are Tuesday 7 September to Saturday 11 September 2004 inclusive (hereinafter the "Event Dates"). The Opening Ceremony and ITU Press Conference (VIP and Press Day) will be held on Monday 6 September 2004 (participation is by ITU invitation only). The Exhibition will be open to Trade Visitors from Tuesday 7 September to Saturday 11 September 2004 (inclusive), from 1000 to 1800 hours, and to Exhibitors from 0800 to 1900 hours. The Exhibition will also be open to the General Public on Saturday 11 September 2004, from 1000 to 1800 hours. The Forum will normally be open from Tuesday 7 September to Friday 10 September 2004, from 0900 to 1700 hours.
- Article 4: Nature of the Exhibition**
Exhibitors may only promote, display or advertise their own products or services related to the peaceful aspects and uses of telecommunications and related technologies.
- Article 5: Registration and Entrance Fees**
- 5.1** ITU has the sole right to authorize entrance registration and identification of participants (hereinafter the "Participants") and Exhibitors (see **Article 8** below) and/or otherwise allow authorized persons to access the Event.
 - 5.2** ITU has the sole right to decide whether an entrance fee shall be requested from Participants to any part of the Event and to determine and charge the amount of any such entrance fee(s).

CONDITIONS OF EXHIBITOR ADMISSION

- Article 6: The Exhibitor Application & Contract**
Applicants wishing to rent exhibition space (see **Article 7** below) must duly complete the Exhibitor Application & Contract which shall be legally valid and binding on ITU and the applicant upon both valid signature by the latter and subject to written acceptance by ITU. ITU reserves the right to refuse any application and its decision shall be final. Part or full payment of the rental fee(s) described in **Article 12** does not guarantee that ITU will accept the application. In the event of ITU refusing any application any payment made to ITU prior to rejection of application will be refunded to the applicant.
- Article 7: Exhibition Space**
Exhibition Space shall mean the total gross exhibition space allocated to the Exhibitor by ITU under the terms of the Contract. ITU has the sole authority to allocate Exhibition Space. ITU reserves the right to modify and/or relocate the Exhibition Space in relation to the Contract.
- Article 8: Exhibitor**
Only the Exhibitor duly identified in the Contract is entitled to promote its products and services in its Exhibition Space, subject to the provisions of **Article 4** above. Exhibition Space duly allocated by ITU to an Exhibitor may not be sublet, transferred or assigned by an Exhibitor.
- Article 9: Co-Exhibitor(s)**
Notwithstanding **Article 8** above, an Exhibitor may request permission for other entities to share its Exhibition Space on a co-exhibiting basis. Any such request must obtain ITU prior written approval. Should ITU grant the request, the Exhibitor shall be responsible for:
- a) total payment to ITU of the total rental fees due (see **Article 12**) for the Exhibition Space;
 - b) ensuring the settlement in full of any and all charges, costs or fees, for all goods and services, due to third parties in relation to the Exhibition Space, for which ITU shall not be contractually or financially responsible in any way whatsoever;
 - c) ensuring payment, to ITU in full, of the Co-Exhibitor Fee (see **Article 12.4**) in respect of each Co-Exhibitor;
 - d) ensuring distribution of a copy of these General Regulations and any applicable update(s), as well as all further instructions from ITU to all Co-Exhibitor(s), and ensuring compliance.
- Article 10: Pavilions**
Any Exhibitor entering into a Contract with ITU to organize a Pavilion shall be considered by ITU as the Pavilion Coordinator and shall be responsible for:
- a) total payment to ITU of the total rental fees due (see **Article 12**) for the Exhibition Space;
 - b) the allocation of space inside the Exhibition Space to Exhibitors participating in the Pavilion, in accordance with these General Regulations, and subject to the right of ITU to refuse the participation of any such Exhibitor;
 - c) the entire organization of the Pavilion; and
 - d) ensuring distribution of a copy of these General Regulations and any applicable update(s), as well as all further instructions from ITU, and ensuring compliance.

Article 11: Publishers

All publishers and media companies are obliged to exhibit in a special area designated by ITU, and are therefore not eligible to exhibit as Co-Exhibitors or within a Pavilion.

FINANCIAL CONDITIONS

Article 12: Rental Fees and Payment Conditions**12.1 Indoor-Ground Level**

- a) A rental fee of CHF 600 per square metre shall be charged for indoor ground level Exhibition Space.
- b) The ground level rental fee will not be charged for any area within an allocated space that comprises a public security corridor that has been imposed by the Venue. Where applicable, such areas will be clearly specified in writing by ITU and invoices for the indoor ground level Exhibition Space shall be adjusted accordingly.
- c) Payment of the applicable rental fee shall be due to ITU in accordance with the Exhibition Space Payment Schedule and Exhibition Space Terms of Agreement as specified in the Contract. An invoice will be issued by ITU.

12.2 Indoor-Upper Level

- a) A rental fee of CHF 200 per square metre shall also be charged for the largest additional upper level of the Exhibition Space for Exhibitors that receive prior written approval from ITU to construct a multi-storey stand. Measurements of upper levels shall be verified on-site at the Event after stand construction is complete. The ITU's decision shall be final and no recourse shall be allowed.
- b) Payment of the applicable rental fee shall be due to ITU in accordance with the Exhibition Space Payment Schedule and Exhibition Space Terms of Agreement as specified in the Contract. An invoice will be issued by ITU.

12.3 Outdoor Space

- a) A rental fee of CHF 300 per square metre shall be charged for outdoor ground level Exhibition Space. No rental fee will be charged for upper levels.
- b) Payment of the applicable rental fee shall be due to ITU in accordance with the Exhibition Space Payment Schedule and Exhibition Space Terms of Agreement as specified in the Contract. An invoice will be issued by ITU.

12.4 Co-Exhibiting

A Co-Exhibitor Fee of CHF 5,000 shall be charged for each entity accepted by ITU as a Co-Exhibitor, in accordance with **Article 9** above. The applicable payment shall be due to ITU immediately upon receipt of the invoice.

12.5 Pavilion Aisles

- a) Pavilion Coordinators (see **Article 10** above) may claim, in writing by Sunday, 5 September 2004, a refund of the ground floor rental fee proportionate to any area taken up by aisles between individual stands within the Exhibition Space. Such aisles must be completely clear of all obstructions and have a minimum width of two metres. Such refund shall under no circumstances exceed 10% of the Exhibition Space after deduction of any public security corridors (see **Article 12.1b**) above).
- b) Measurements shall be verified on-site at the Event after stand construction is complete. The ITU's decision shall be final and no recourse shall be allowed. Any applicable refund shall be made by ITU after the close of the Event.

12.6 Payments to Third Parties

The Exhibitor shall be responsible for the settlement in full of any and all charges, costs or fees for any goods and services due to third parties in relation to the Exhibition Space, for which ITU shall not be contractually or financially responsible in any way whatsoever.

12.7 Exhibition Space Payment Schedule and Exhibition Space Terms of Agreement

As stipulated in the Exhibitor Application & Contract.

Article 13: Cancellation/Reduction of Exhibition Space**13.1 Indoor/Outdoor Exhibition Space**

As soon as the Contract comes into force, an Exhibitor is required to pay the total amount of the applicable rental fees for the Exhibition Space, even if it decides not to take part, or is unable to take part, in the Exhibition. However,

- a) if ITU receives from the Exhibitor a written notification of cancellation of the Contract, or a request for a reduction of Exhibition Space **on or before Saturday 31 January 2004**, ITU shall be entitled to compensatory payment from the Exhibitor equal to 25% of the total applicable rental fee(s) due for the relinquished space;
- b) if ITU receives from the Exhibitor a written notification of cancellation of the Contract, or a request for a reduction of the Exhibition Space **on or after Sunday 1 February 2004 and on or before Monday 31 May 2004**, ITU shall be entitled to compensatory payment from the Exhibitor equal to 50% of the total applicable rental fee(s) due for the relinquished space;
- c) there shall be no refund given to Exhibitors for notices of cancellation or reduction of Exhibition Space received by ITU on or after **Tuesday 1 June 2004** and ITU shall be entitled to compensatory payment from the Exhibitor equal to 100% of the total applicable rental fee(s) due for the relinquished space.

13.2 Co-Exhibiting

As soon as ITU has given written acceptance to an Exhibitor for a Co-Exhibitor to share its Exhibition Space, the Exhibitor is required to pay the total amount of the Co-Exhibitor Fee, even if the Co-Exhibitor decides not to take part, or is unable to take part, in the Exhibition.

STAND ORGANIZATION

Article 14: The Online Exhibitor Manual (hereinafter the "Manual")

ITU will provide Exhibitors with a username and password to access the Manual, which shall contain general instructions to facilitate participation in the Exhibition. These instructions include, but are not limited to, stand building regulations and order forms for technical services (including shell scheme stands, electricity, water, drainage and cleaning, freight handling, entrance passes, security and marketing opportunities). Exhibitors shall comply with all regulations and instructions contained in the Manual and all the relevant laws and regulations, as well as the Venue regulations.

Article 15: Exhibitor Identification

- 15.1** Exhibitor Identification shall include all means of written and visual identification of the Exhibitor in connection with the Exhibition including, but not limited to, legal or company name and corporate logo.

- 15.2** The Exhibitor must obtain ITU's prior written approval for all and any Exhibitor Identification comprising a legal and/or company name other than that stated in the Contract as the Stand Name.
- 15.3** The above provisions shall also apply to Co-Exhibitors.

Article 16: Stand Designs

The Exhibition Space comprises raw space only and Exhibitors may rent a furnished shell scheme booth from ITU's appointed contractor (details of which shall be included in the Manual), or contract a stand designer/contractor of their choice. In the case of the latter, the Exhibitor shall ensure that its stand design complies with relevant regulations included in the Manual.

Article 17: Assembly and Dismantling Periods

Dates and access hours for the stand assembly and dismantling periods will be specified in the Manual. All requests for additional dates/hours outside of those specified must be submitted in writing to, and approved by, the Venue management directly. Exhibitors will be responsible for all associated costs.

Article 18: Removal of Abandoned Articles

Any materials and/or articles not removed by the final day/hour of the dismantling period will be removed by ITU at the sole expense and risk of the Exhibitor concerned.

CONDUCT OF THE EXHIBITION

Article 19: Demonstrations and Aisle Obstructions

- 19.1** Exhibitors may only organize demonstrations within the boundaries of their Exhibition Space in such a way that the viewing public does not block **any part** of the surrounding aisles or adjoining facilities. Exhibitors shall limit such demonstrations to issues of telecommunications and/or related technologies and shall observe the noise restrictions referred to in **Article 22** below.
- 19.2** Exhibitors shall ensure at all times that there are no structures or obstructions protruding from their Exhibition Space which encroach the surrounding aisles or adjoining facilities, or that are dangerous or hazardous to safety. ITU reserves the right to remove any obstruction or safety hazard, wherever located. The costs of such removal shall be borne entirely by the Exhibitor.

Article 20: Materials, Advertising and Market Research Activities within the Venue

20.1 Official Publications

ITU has the sole right to produce, publish and distribute the Official Publications for the Event, or grant the right to produce, publish and distribute Official Publications for the Event. ITU shall not be responsible for any error or omission in the Official Publications and Exhibitors shall not have any right to claim for compensation for any such errors or omissions.

20.2 Exhibitor Materials and Advertising

The Exhibitor shall only promote, display, distribute or advertise its **own** materials (brochures, circulars, CD-ROMs), products and/or services from within its Exhibition Space **only** or through advertising space sold specifically for this purpose. Such activities cannot be conducted in any other area of the Venue. Advertising not related directly to the Event is strictly forbidden.

20.3 Exhibitor Market Research Activities

The Exhibitor shall only conduct market research activities from within its Exhibition Space and not in any other area of the Venue.

20.4 National Emblems

Any use or display of national emblems within the Venue must obtain ITU's prior written approval.

20.5 Sweepstakes, Tombolas and Competitions

Exhibitors wishing to organize sweepstakes, tombolas and competitions within its Exhibition Space, or to award prizes, must relate prizes awarded for such sweepstakes, tombolas and competitions to telecommunications and/or related technologies and must obtain prior written authorization from ITU.

Article 21: Cash and Carry Selling

Unless authorized by ITU, Exhibitors shall not be permitted to sell, on a cash and carry basis, any products or services during the Event. If authorized by ITU, the Exhibitor shall be solely responsible to ensure compliance with all the applicable laws and regulations and payment of costs and taxes.

Article 22: Noise Levels

Noise levels should not interfere with the conduct of business on neighbouring Exhibition Spaces. ITU reserves the right to limit the maximum number of decibels permitted for sound and audiovisual systems within the Exhibitor's stand and enforce compliance therewith.

Article 23: Stand Staffing

- 23.1** The Exhibitor shall ensure that its stand is staffed at all times from Tuesday 7 to Saturday 11 September 2004 (inclusive), and from 1000 to 1800 hours each day, unless otherwise approved by ITU in writing.
- 23.2** No goods, materials or fittings may enter or leave the Venue, or be removed from the Exhibition Space, during the period mentioned in **Article 23.1** above, without the prior written approval of ITU.

Article 24: Photographing and Filming of Exhibits

- 24.1** Exhibitors and any third party appointed by them are strictly forbidden to photograph, film or draw exhibits, or to reproduce them in any other way, without the prior written permission of the Exhibitors concerned.
- 24.2** Exhibitors may not object to general photographs, films, drawings, etc., being taken of the Exhibition by ITU or any party who has received the prior written authorization of ITU, or to the publication, broadcast or sale of such material.

FINAL PROVISIONS

Article 25: Liability and Insurance

- 25.1** Exhibitors shall be exclusively liable for any damage caused by them or their employees, agents or contractors to Venue or to any materials, equipment, facilities, goods or persons within the Venue. Each Exhibitor may be required to pay a refundable deposit to cover any such damage to the Venue prior to undertaking any work inside the exhibition halls. Details will be including in the Manual (ref. **Article 14**).
- 25.2** Each Exhibitor must be fully insured with general liability insurance against all risks, including fire, theft and third party liability, and must supply written proof of such insurance to ITU upon demand.
- 25.3** ITU declines all responsibility for the loss, disappearance or theft of any goods, materials or fittings belonging to the Exhibitor and/or co-Exhibitors. ITU shall not be liable for any damage caused to any exhibit, goods, equipment, or person for whatever reason.

Article 26: Title and Logo

The name, title and logo of ITU and of the Event are the sole property of ITU and shall not be used by the Exhibitor without the prior written authorization of ITU. Notwithstanding, any use of the Event name, title and/or logo shall be permitted only if such use is in accordance with the conditions for use of the logo, which will be included in the Manual, and solely in connection with promotional activities relating to the Event.

Article 27: Change of Venue, Location, Dates and Hours

ITU reserves the right, at any time, to change the Venue, location and/or the dates of the Exhibition and/or the Event and/or to modify the opening and closing hours. It is expressly agreed that any such action shall not give rise to any claim for compensation by the Exhibitor.

Article 28: Cancellation of the Exhibition and/or the Event

If for any reason the Exhibition and/or the Event cannot take place, for whatever reason, ITU shall have the right to cancel any Contracts. ITU shall reserve the right to refund to Exhibitors any surplus funds, in proportion to the amounts paid, after payment by ITU of all the costs and expenses incurred by ITU. In such an event, it is expressly agreed that cancellation by ITU shall not give rise to any claim whatsoever by the Exhibitor, including but not limited to, claim for costs, damages and/or losses incurred in connection therewith. ITU's right to cancel shall be without prejudice to any rights and privileges to which it is entitled.

Article 29: Breach

- 29.1** ITU reserves the right to dispose of any Exhibition Space(s) allocated to a Exhibitor if:
- a) The Exhibitor fails to make due payments to ITU in accordance with the provisions of the Contract and General Regulations;
 - b) On Sunday 5 September 2004 at 1200 hours (Busan local time) the Exhibition Space remains unoccupied by the Exhibitor;
- 29.2** Any breach of these General Regulations or of the instructions of ITU, including the instructions and regulations contained in the Manual, may lead to the immediate expulsion of the Exhibitor from the Exhibition, without prejudice to any other rights to which ITU may be entitled. The Exhibitor shall remain under obligation to pay any outstanding amounts due to ITU, including full payment of the Exhibition Space(s). Any amount(s) already paid to ITU shall remain the sole property of ITU.

Article 30: Settlement of Disputes and Arbitration

Any dispute between the Parties arising from, or in connection with, its participation in the Event and/or these General Regulations shall be settled by them directly and amicably through negotiations. In the case of failure of such negotiations, the dispute shall be settled by a sole arbitrator to be nominated at the request of either of the Parties by the Court of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Geneva. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as at present in force. The applicable law shall be Swiss law. The arbitrator's ruling shall be binding and final upon the Parties and any recourse against this ruling to any court or tribunal shall be excluded.

Article 31: Laws and Regulations

It is the Exhibitor's responsibility to inform itself of and ensure full compliance with all regulations contained in the Manual, the Venue regulations, as well as any other applicable rules, laws and regulations in relation to the Exhibition. The Exhibitor shall indemnify ITU in the event of any disputes or liability arising in connection with the conformity to any law, rules, and/or regulations.

Article 32: Matters Not Covered by these General Regulations

ITU shall decide on any matters not covered by these General Regulations and make any changes or additions necessary, including, but not limited to, issuing any technical, safety, building, Venue and any other rules or regulations determined by ITU as applicable, which shall be notified to all Exhibitors in writing, which shall take effect immediately, and which shall form an integral part of these General Regulations.

Article 33: Privileges, Immunities and Facilities

Nothing in these General Regulations shall constitute a waiver of the privileges, immunities and facilities which ITU (a specialized agency of the United Nations) enjoys by virtue of the international agreements and national laws applicable to it.