

GARDEN OF EDEN EXHIBITION

Participation Terms and Conditions

These Terms and Conditions ("Agreement") are entered into by and between GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) and THE EXHIBITOR

1. Participation

- 1.1 The Exhibitor/Participant Agrees to participate in the Exhibition as per the terms outlined in this Agreement and any accompanying documents.
- 1.2 The Exhibitor/Participant shall provide accurate and complete information for registration and promotional purposes.
- 1.3 After receipt and approval, the applicant is registered as an exhibitor at an exhibition organized by The GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS).
- 1.4 Exhibitors declare themselves familiar with the exhibition's objectives and agrees to exhibit only those products and/or services that come within the scope of the exhibition.
- 1.5 Exhibitors Bookings are processed on first come first served basis.
- 1.6 The Exhibitor agrees not to participate in any other fashion exhibitions or events in Ludhiana within 30 days before and after the Garden of Eden Exhibition, without prior written consent from the Organizer. Violation of this exclusivity clause may result in penalties, including forfeiture of the participation fee and a ban from future events organized by Garden of Eden Exhibition.
- 1.7 GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) reserves the right of refusal incase the credentials of participants are not found appropriate for any reason whatsoever.

2. Booth Assignment:

The Organizer will assign booth spaces to the Exhibitor/Participant. Booth assignments are made on a first-come, first-served basis or as per any other method determined by the Organizer

- 2.1 The Exhibitor/Participant shall adhere to the setup and dismantling schedule provided by the Organizer.
- 2.2 The Exhibitor/Participant Is responsible for setting up and decorating their assigned booth space. Any damages caused during setup or dismantling are the sole responsibility of the Exhibitor/Participant.

3. Fees and Payment:

3.1 The Exhibitor/Participant shall pay the designated participation fee full, and in advance.

- 3.2 50% advance is to be paid within 2 days of choosing your stall to ensure your chosen space is not released. The remaining payment for the space must be received by us latest by the date **1 month prior to the exhibition date**. If the payment is delayed, we will be forced to release your space and forfeit your entire advance.
- 3.3 Stall/table registration is confirmed only on receipt of the entire participation fee & proof of payment. Part payments shall neither confirm the booking nor shall part payments be refunded in case of cancellation or owing to late pending payments by the exhibitor.
- 3.4 The Company's Registered Address, GST Number provided by you and Bank Account from which you do the transaction should all be linked for us to issue a tax invoice.
- 3.5 Invoices will be raised once we receive the full payment along with the proof of payment.
- 3.6 The onus of receiving the invoice lies with the exhibitor. If for any reason you have not received the invoice from us please do email us immediately.
- 3.8 Your invoice will only be raised and shared once the event is over.
- 3.9 The pricing is a sole discretion of GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) And anyone from company is not answerable to anyone.
- 3.10 All fees paid by the Exhibitor to the Organizer are non-refundable, non- transferable and non- adjustable in future shows. The fees paid is not transferrable to any other brand or company.

4. Cancellation of Event

4.1 Subject to the termination provisions contained here in

If GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) cancels the Event, or the Event is cancelled or not held, for any reason, including as a result of force majeure, GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) shall not refund to Exhibitor its booth space rental payment previously paid in full satisfaction of all liabilities of GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) and Facility to Exhibitor. Additionally, GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) reserves the right to postpone, rename or relocate the Event or change the Event dates. If GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) changes the name of the Event, relocates the Event to Another facility or changes the Event dates, no refund For Exhibitor.

GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) Give you space in next event and Exhibitor Agrees to accept such space under the terms of this Agreement.

4.2 DEFAMATION: The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives. And if any of make any kind of group and defame the company and other kind of activity which defame the company, company has right to take legal action against the person or company.

5. Promotion and Advertising:

- 5.1 Please note: Brands will not be tagged on social media for this event, only Garden of Eden Exhibition will be tagged. This decision has been taken keeping in mind that posting brand images and tagging the brand defeats the entire purpose of an exhibition if shoppers reach out directly to the brand and do not make the effort to visit the event
- 5.2 The discretion of which brands are to be marketed in the lead up to the event lies solely with Garden of Eden Exhibition. Garden of Eden Exhibition is not liable to market every brand.

- 5.3 We understand that marketing for our brand will only be done after full payment has been received by Garden of Eden Exhibition (Ayat Business Solutions) for the event. Please note: Participation Fee does not guarantee marketing. The amount paid by you is towards your space only.
- 5.4 Garden of Eden Exhibition can only promote the brand if they send their images on time, and the images are aesthetically photographed. For instance: Clothing brands sending images on dummies will unfortunately not be promoted. If we don't receive your images for social media **45 days before the exhibition date**, Garden of Eden Exhibition is not liable to market your brand. If we feel that the social media images don't match our theme, we will not use them.
- 5.5 No collaterals/ images will be accepted on WhatsApp
- 5.6 Marketing of your brand on Garden of Eden Exhibition's social media is only at the discretion and schedule of the Garden of Eden Exhibition team, requests for stories or posts will not be entertained.
- 5.7 The Exhibitor/Participant is encouraged to promote their participation in the Exhibition through their own marketing channels.

6. Exhibitor/Participant Responsibilities:

- 6.1 The Exhibitor/Participant shall maintain a professional and presentable booth throughout the Exhibition.
- 6.2 The Exhibitor/Participant shall comply with all local laws, regulations, and health and safety requirements.
- 6.3 The Exhibitor/Participant shall not engage in any activities that may disrupt the Exhibition or negatively affect other participants.

7. Liability and Insurance:

- 7.1 The Exhibitor/Participant Assumes full responsibility for any damages or losses to their property, personnel, or any third parties during the Exhibition.
- 7.2 The Exhibitor/Participant is advised to carry appropriate insurance coverage to mitigate potential risks.

8. Intellectual Property

8.1The Exhibitor affirms that they have the necessary rights to display any intellectual property, trademarks, logos, and copyrighted materials within their exhibit. The Organizer shall not be responsible for any infringement claims resulting from the Exhibitor's use of such materials.

Termination: The Organizer reserves the right to terminate this Agreement and remove the Exhibitor from the event for any violation of these terms and conditions, or for any conduct deemed inappropriate or disruptive to the event. In such cases, the participation fee will not be refunded.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising from this Agreement shall be resolved through arbitration or the appropriate legal channels as determined by the Organizer.

Force majeure: Exhibition Organizer shall not be liable to the participants for failure or delay in the performance of any of its obligations under this understanding for the time nor to the extent as such failure or delay is caused by Force majeure. This will not however apply to the obligation to make accrued payments

General Terms:

- 1. The Exhibitor shall not be allowed extra stands in table space. Only tables will be allocated.
- 2. If the Exhibitor has extra requirements of table, chairs, lights and power sockets, they should inform the organizers in writing by filling the google form shared by the organizer. Such requirements are to be given at least 10 days prior to the Event. Such requirements would be charged separately as per the fabricators charge list. Or may also be refused if such arrangements are not viable or possible given the event schedule.
- 3. The organizers shall not be responsible for breakdown of failure of any service provided for or in connections to the exhibition the organizers cannot accept any complaint or claim whatsoever in regard to the exhibition.
- 4. All promotional material must be distributed from within the confines of the exhibitor's own contracted space. Materials bearing any name or form of advertisements may not be displayed anywhere other than space contracted.
- 5. Exhibitors are required to display and store their goods within the premises of the stall provided. In no circumstances they would be allowed to display or spread their goods outside the stall area.
- 6. No exhibitor shall sublet space allotted.
- 7. Only 2 employees/exhibitor are allowed on per stall/brand. Any helper should only come in for settling and leave the stall at max within 1 hour of reaching the venue.
- 8. Each exhibitor is responsible for keeping the aisle or aisles near contracted space free of congestion resulting from demonstrations or promotions.
- 9. The layout is subjected to minor changes on the day of the show since these are temporary structures that can be varied.
- 10. GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) is not liable for any theft or loss. Exhibitors are responsible for the security of their space and their belongings. The management and the organizers are not responsible for the safety of the goods of the exhibitors and their personal belongings. The exhibitors will not hold organizers liable in case of Theft.
- 11. A penalty of INR 10,000 will be imposed on participants who encroach upon/exceed the parameters of their allotted space.
- 12. The space allotted to you is for the brand registered with us. We do not allow our exhibitor's to outsource their space to other brands. We will be forced to charge a penalty to anyone who is selling the merchandise of a brand not registered with us. Please note: This does not apply to Multi Brand Stores/ Websites.
- 12. Any violation of these terms and conditions and/or the rules and regulations contained in the contract on the part of any exhibitor will nullify exhibitor's right to occupy space. Such an exhibitor will not be released from liability and will still have to pay the complete rental amount. If any exhibitor/their staff/friends/relatives are found misbehaving with the organizers or their staff her/his stall would be forfeited and would be asked to leave the premises without any refund.
- 13. The participant is solely responsible for the payment/replacement of any damages incurred to the property of the show. Charges are solely decided by GARDEN OF EDEN EXHIBITION (AYAT BUSINESS SOLUTIONS) as per the reasonable market value of the damaged property.
- 14. Garden of Eden Exhibition (Ayat Business Solutions) will promote the event with required publicity. However, it does not guarantee any sales.

Organizers shall make all efforts for marketing of Event. That said Footfall in event and sales of an exhibitor may vary in every show and organizers don't commit any minimum number. By participating in the Exhibition, the Exhibitor/Participant acknowledges and agrees to abide by the terms and conditions outlined in this Agreement. IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the date first above written.

Garden of Eden Exhibition (Ayat Business Solutions) is authorized to release your space/charge a penalty/ban your brand from any of its future events without prior notice, if any of the above-mentioned protocols are disregarded.

DECLARATION:

I understand my participation in Garden of Eden Exhibition automatically confirms my consent & agreement to the above.

[Signature] [Date]