

TERMS AND CONDITIONS

PARTICIPATION TO THE EVENT

1. GENERAL PROVISIONS

The provisions of these terms and conditions (hereinafter, the “Terms and Conditions”) shall apply to all Exhibitors, Attendees and Providers or hereinafter, the “Participants”, who request admission to SPORTEL Rendez-Vous Bali 2024 held from 22-23 February 2024 at The Intercontinental Bali Resort. MONACO MEDIAX, the association with its registered office at Le Triton, 5 rue du Gabian, Entrée C, MC 98000 Monaco and PT Indonusa Telmedia (TRANSVISION) (hereinafter, the “Organiser”) organises the Event SPORTEL Rendez-Vous Bali 2024 (hereinafter, the “Event”) whose purpose is to unite leaders of the International Sports Media and Technology Industry.

These Terms and Conditions shall also apply to parties who contract with the Organiser. The goods and services offered in connection with the Event shall meet only the business requirements of any registered individual or legal entity. The Organiser reserves the right to accept or refuse to contract with any company. The Organiser is not obliged to justify its decision regarding the participation requests.

2. ACCEPTANCE

Signature of the participation contract and any admission to the Event shall be deemed the Participant’s total and complete agreement with and acceptance of the provisions of the Terms and Conditions, the participation contract and in case of Exhibitors (an Exhibitor is defined as any Participant who rents an Exhibit (Meeting Pod, Stand or Suite at the Event) the Exhibitor's Technical Manual (hereinafter, the « Contract Documents »), including the specifications of The Intercontinental Bali Resort.

Any amendments or reservations that the Participant may make to the Terms and Conditions in any manner whatsoever shall be deemed void.

3. AMENDMENTS TO AND PRIORITY OF THE TERMS AND CONDITIONS

The Organiser reserves the right to decide on all matters not covered by these Terms and Conditions. The Terms and Conditions shall prevail over any general regulations of purchase of Participants.

4. POSTPONEMENT OR CANCELLATION OF THE EVENT BY THE ORGANISER

Should the Event be cancelled for any reason for which the Organiser cannot be held responsible, such as a health situation, war, natural disaster or any instance of force majeure, the Event will reimburse the total amount of the Participant's registration fees.

If the Event is postponed, the amount paid by Participants shall be carried over to the next Event.

Whether in the event of cancellation or postponement, the Participant shall assume all costs to incur in anticipation of the Event such as and not restricted to travel and hotel expenses and will not be entitled to compensation of any kind from the Organiser.

CONDITIONS OF PARTICIPATION

5. BADGE

To gain admission to the Event, Participants must show an admission badge. Thus, Participants not wearing their badges will not have access to the Event.

A badge is valid only for the person to whom it is issued and may not be utilized by anyone else. Any badge being worn by someone other than its rightful owner will be confiscated, and the person will have to leave the Event immediately. The Organiser will have no liability whatsoever to the original badge owner.

Due to the international nature of the Event, Participants shall ensure:

- that their participation is neutral in terms of political, ideological, or religious expression.
- not create disturbances (visual, aural, olfactory, etc.) to the organisation of the Event, or to the other Participants in the vicinity of the Event.

Otherwise, the Organiser reserves the right to impose penalties, including refusing admission to the Event.

6. REGISTRATION

a. General information

Participants may only register their full-time employees from a same company, in a same country. The Organiser may at any time request documentary evidence thereof.

In the event a Participant registers any person who does not meet the foregoing requirements, they shall be required to register this person on a separate contract and pay the applicable registration fee, as specified in the online participation contract.

b. Subsidiary

Subsidiaries are companies that belong to and have the same name as the parent company and are in the same city, in another city of the same country or in another country. Subsidiaries are allowed to register under the parent company contract.

However, any company, having commercial relations or being fully or partially owned by the parent company, such as joint ventures, agents, consultants, representatives, sponsors, etc., must register on a separate contract as Exhibitors or Attendees and pay the appropriate registration fees.

In the event the above subsidiary rules are not followed by the Participant, the Organiser reserves the right to cancel the Participation. The amounts already paid by the Participant will be refunded, excluding the administrative fee of 30% retained by the Organiser.

c. Hosts and hostesses

Hosts and hostesses who are booked through SPORTEL for Exhibits, will be accredited by the Organiser. No accreditation fee will be charged to the Participant. Hosts and hostesses hired through private agencies will not be accredited by the Organiser. It will be the Participant's responsibility to purchase the additional Participant passes at the regular registration fee.

7. ADVERTISING

The Organiser reserves the exclusive right to post advertising in the venue where the Event is held and in the immediate surrounding area. All forms of advertising are strictly forbidden, with the exception of advertising that uses the media defined below in article 19, and the advertising spaces that the Organiser assigns. In the event of noncompliance with these requirements, the Organiser may remove such advertising at any time without prior notice.

Participants shall not, within the location of the Event, display products or services or advertise companies or businesses that are not the Participants, without the Organiser's prior written authorisation. Furthermore, the distribution of leaflets, brochures, flyers or documents of any type for promotional or any other purposes is strictly limited within the Event venue and is subject to the Organiser's prior authorisation. Participants shall not, in any manner whatsoever, advertise any establishment that is a member of a regulated profession for which the official organisation prohibits advertising.

8. SPONSORING

Some of the Organiser's Events may be sponsored by Participants pursuant to the Terms and Conditions set forth in the participation contract which specifies the characteristics of the Event. Unless otherwise stated, sponsorships are non-exclusive.

If more than one Participant sponsors the same Event, the Organiser shall promote all the participants sponsors. The Organiser reserves the right to modify the characteristics of the Event or to have the Participants sponsors modify the materials intended to be distributed, due to legal requirements or for reasons related to the general organisation of the Event and/or, more broadly, in the interest of all the Participants of the Event.

9. PHOTOGRAPHY AND FILMING, AUDIO & VIDEO

The Participant is informed that the taking of photographs and/or the making of audio and video recordings by other Participants is possible. The Organiser is exempt from any liability in this regard.

Unless Participants expressly communicate their opposition, Participants authorise, free of charge, the Organiser and its partners to photograph and/or record the voice and image of the Participant(s) and to communicate to the public, in the whole world, such photos and/or recordings, which may be presented (in particular in the form of live or delayed broadcasting), reproduced without limit as to the number of reproductions and published, with no limit of time in any format (in particular, downloadable formats, including MP3, podcasts and webcasts), using any method or process known or unknown at this time, in whole or in part, on all tangible or intangible media known or unknown at this time, including but not limited to paper, optical, analogue and digital media (CDs, DVDs, USB, etc.), or over an electronic network (the internet and, in particular, the websites of the Organiser and its partners), and on any other promotional or marketing tool it may use for information or promotional purposes.

10. UNFAIR BUSINESS PRACTICES

The Participant is formally prohibited from taking part in activities outside the designated exhibition area of the The Intercontinental Bali Resort, like those carried on within the perimeters of the Event throughout the duration of the said Event.

Consequently, the Participant undertakes not to solicit directly or indirectly any other Participant outside the confines of the designated exhibition area of Intercontinental Resort Bali for the purpose of meeting, demonstrating any products or services being demonstrated at the Event itself. The Participant is expressly prohibited from renting a meeting or conference room or a suite in Intercontinental hotel in Bali during the Event.

Any contravention of the general articles of these Terms and Conditions by the Participant will be considered to be a contravention of the essential conditions governing the validity of this participation contract, in the full legal sense and with no requirement for any warning to be given to this effect, will result automatically and without prior notice the immediate exclusion of the Participant from the Event and without refund of the amount of his participation or any amount paid to the Organiser.

The Organiser also reserves the right to bring any legal action against the Participant in order to obtain compensation for the damages suffered.

EXHIBITS: Meeting Pods, Stands & Suites

11. ASSIGNMENT AND DISTRIBUTION OF LOCATIONS

The Organiser shall draw up the Event floor plan layout and assign the distribution of locations in accordance with the interests of the Event and endeavouring to consider the requests expressed by the Exhibitor, the nature of the products and services it plans to exhibit and the layout of the exhibition space it plans to install.

Participation in prior Events shall not entitle Exhibitors to a specific location. The Organiser shall in no event be liable to Exhibitors for any consequences that may ensue from the location assigned to them, such as low foot traffic.

In the event a Participant causes a disturbance or to ensure the best possible presentation of the Event in the interests of all Participants, the Organiser reserves the right to modify, at any time and as often as it deems necessary, the use of the areas requested by Exhibitors, the location of Exhibit, or the decoration thereof if they do not comply with the requirements of the Exhibitors' Technical Manual'.

12. SET-UP, INSTALLATION AND DECORATION, BREAK-DOWN

a. Set-up

Exhibitors and any person duly appointed to represent them shall:

- Become familiar with the Exhibitors' Technical Manual and comply therewith;
- Comply with the safety measures imposed by applicable laws and regulations during set-up, breakdown and throughout the Event;

- Be present at the exhibit when visiting the departments responsible for inspecting compliance with safety standards.

Subject to the provisions of the Technical Manual and consistent with the overall decoration of the Event, Exhibitors are free to fit out and decorate their Exhibits provided they do not hinder the visibility of safety signs and equipment of nearby Exhibits. The Organiser reserves the right, at any time and at the Exhibitor's expense, to have removed or to destroy any materials or installation deemed non-compliant with the Technical Manual and/or not agreed upon by the Organiser.

b. Break-down

Exhibitors can remove their own equipment from 5pm on Friday 23 February.

13. EXHIBITS OCCUPANCY

Exhibits must be occupied on the first day of the Event. Otherwise, the Organiser will take back the Exhibits without liability to the Participant for indemnification or refund of Exhibits rental fee. Participants shall always maintain sufficient staff at their Exhibits and keep it fully equipped during the entire duration of the Event.

Participants shall display products and/or services that comply with Indonesian laws and regulations and that originate from lawful activities and shall obtain all authorisations necessary to conduct their business. Products shall be displayed only within the Exhibits shall not encroach on the aisles and shall in no event inconvenience nearby Participants. Take-away sales or sales in which goods are immediately delivered to the buyer are forbidden.

Events held at Exhibits as demos and cocktails, shall require the Organiser's prior authorisation.

14. DAMAGES

Participants shall be liable for all damage they cause to their Exhibits. Accordingly, Participants shall leave their Exhibits and/or assigned location, as well as any equipment and materials supplied by the Organiser, in their original condition. Therefore, at the time they take possession of their Exhibits, Participants shall have any existing damage evidenced on the same day of installation by the Organiser's technical department. Otherwise, Participants will be invoiced for such damage at the conclusion of the Event.

15. ASSIGNMENT AND SUBLETTING OF ASSIGNED LOCATIONS

Participants are expressly forbidden from assigning, subletting, or exchanging, free of charge or for consideration, all or any part of the locations assigned by the Organiser, including Exhibits and advertising spaces.

However, more than one Exhibitor may be allowed to exhibit jointly, provided they have submitted a prior request to the Organiser and have received written consent from the Organiser.

FINANCIAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPATION

16. TERMS OF PAYMENT

Payments are only accepted in the Indonesian Rupiah currency. Taxes to be added if applicable.

In case of an Indonesian Rupiah exchange fluctuation of over 5%, the Organiser reserves the right to review the price rates.

a. Attendees

All fees are to be paid by credit card (Visa, MasterCard) through the online registration system.

b. Exhibitors only

- **By Monday 22nd January 2024 at the latest:** Possibility to pay by bank transfer. Payment must be received in full upon immediate receipt of the invoice.
- **After Monday 22nd January 2024:** All fees are to be paid by credit card (Visa, MasterCard,) through the online registration system.

The registration will be effective and confirmed when full payment of the invoice is received.

Upon receipt of the registration confirmation email, the related invoice can be downloaded in MySportel. <https://www.mysportel.com/login>

17. NON-PAYMENT

Failure by a Participant to comply with the «Payment Terms» clause will automatically result in the immediate suspension of the access to the Event and to the SPORTEL Connect networking tool.

The location of the stands can be assigned to another participant.

Failure to pay will prevent the participant from registering for any future event of the organizer.

18. CANCELLATION / SUBSTITUTION

a. Cancellation of Participation

Cancellation deadline is **Thursday 14 December 2023, 23:59 CET**.

Any cancellation notification must be received in writing.

In case of illness, a written proof from a physician will be required.

If a Participant has not paid the registration fee after Thursday 14 December 2023, 23:59 CET, the Participant expressly agrees to pay the Organiser, 100% of the registration fee. Otherwise, article 17 will apply.

b. Force majeure

Force majeure applies if the Participant is affected by one of the following circumstances, such as a health situation, war, natural disaster or any instance considered as force majeure.

In these cases, the total amount of the exhibit reservation fee or passes is refunded.

On the other hand, if orders for services have been placed by the Participant and these have already been committed by SPORTEL, the amount of the said order(s) will remain due by the Participant or will be deducted from its refund.

c. Exhibits cancellation

- **By Thursday 14 December 2023, 23:59 CET at the latest:** 70% of the total Exhibits rental fee will be refunded to the Participant. The Organiser will refund the Participant after the Event. The refund will automatically close the access to the SPORTEL Connect networking tool.
- **After Thursday 14 December 2023, 23:59 CET,** 100% of the total Exhibits rental fee will be due and there will be no refund to the Participant, except for force majeure. In this case only, 100% of the Participant's registration fee will be refunded after the Event. On the other hand, if orders for services have been placed by the Participant and these have already been committed by SPORTEL, the amount of the said order(s) will remain due by the Participant.
- Whether a cancellation reason is for force majeure or not, the Participant shall assume all costs to incur in anticipation of the Event such as and not restricted to travel and hotel expenses and will not be entitled to compensation of any kind.

d. Pass cancellation

- **By Thursday 14 December 2023, 23:59 CET at the latest:** 50% of the Participant's registration fee will be refunded to the Participant. The Organiser will refund the Participant after the Event. The refund will automatically close the access to the SPORTEL Connect networking tool.
- **After Thursday 14 December 2023, 23:59 CET:** there will be no refund on registrations fees, except for force majeure. In this case only, 100% of the Participant's registration fee will be refunded after the Event. On the other hand, if orders for services have been placed by the Participant and these have already been committed by SPORTEL, the amount of the said order(s) will remain due by the Participant. Whether a cancellation reason is for force majeure or not, the Participant shall assume all costs to incur in anticipation of the Event such as and not restricted to travel and hotel expenses and will not be entitled to compensation of any kind.

e. Pass substitution

The free substitution deadline is **Monday 22 January 2024, 23:59 CET**.

There is no administrative fee for substitutions made by **Monday 22 January 2024, 23:59 CET**.

However, each substitution received after 22 January 2024, will be charged. Substitutions are permitted only between employees of the same company based in the same country.

f. Cancellation of the Participation by the Organiser

The Organiser reserves the right to cancel the Participant's registration in full without any need to state the grounds. In this case, the Participant will be duly notified in writing and the registration fees paid will be refunded. On the other hand, if orders for services have been placed by the Participant and these have already been committed by SPORTEL, the amount of the said order(s) will remain due by the Participant. The Participant shall assume all costs incurred in anticipation of the Event such as and not restricted to travel and hotel expenses.

INTELLECTUAL PROPERTY

19. ORGANISER'S MEDIA AND CONTENT

Includes any content or medium provided by the Organiser to the Participant such as brochures and the SPORTEL Connect, the Event website and any medium owned by the Organiser, which it publishes and distributes, in its whole, protected.

The Participant shall therefore not use it in any manner whatsoever without the Organiser's prior written agreement.

a. Organiser's Media and Content provided to Participants

All written content, videos, images, distinctive signs, data, IT applications and/or functionalities published in the Organiser's media, except for those submitted by Participants, are the property of the Organiser and/or third parties and are protected by the Monaco Intellectual Property Code (Code de la Propriété Intellectuelle). Therefore, Participants shall in no event reproduce, modify, delete, distribute, grant and/or use them, in whole or in part, and in any manner whatsoever, without the prior written agreement of the Organiser or the right holders. Otherwise, Participants risk being liable or being held liable.

b. Organiser's Media and Content provided by Participants

The Participant authorises the Organiser to reproduce and use its own content, for the period during which the Organiser's media is distributed, free of charge and in the whole world. The Participant shall be solely liable for the information and documents that it provides and that are published and distributed via the Organiser's media event. The Participant may not hold the Organiser liable, including in the event of an error and/or omission, in particular if due to erroneous or incomplete information provided by the Participant. Furthermore, the Participant shall ensure that it holds all necessary authorisations and, failing this, shall hold the Organiser harmless in the event of any recourse.

c. Placing advertising on the Organiser's Media

The Organiser shall determine the advertising spaces available on its media and has a right to control all advertising distributed thereon in order to ensure compliance with applicable laws and protect the interests of the Event and/or the Participants.

The Organiser may refuse to publish the content or advertisement at issue, in which case, the Participant shall be reimbursed the price of the advertising space, to the exclusion of any other expenses, less sums incurred by the Organiser before it discovers the unlawful nature of the publication.

In the specific situation where a Participant has placed an order for advertising on the Organiser's media but fails to provide the Organiser with the information and documents necessary for publication in a timely manner, the Organiser reserves the right to make other arrangements with respect to such advertising space, in particular to publish the statement "Space reserved by ...", followed by the Participant's name. In such case, the Participant shall not be entitled to claim a refund of the price of the order or any compensation.

DATA PROTECTION

20. COLLECTION AND USE OF DATA: GDPR

The Organiser undertakes not to disclose information provided by Participants to third parties, such information shall only be used by its internal departments to process registrations or send information emails.

In compliance with Article 14 of the Monaco Act of Law dated 25 May 2018, the Participant has a right to access modification, correction and deletion of the latter's personal data. To do so, make the request online to rgpd@monacomediax.com specifying the Participant contact details.

The Participant declares that the Participant is aware of Internet characteristics and limits, with respect to technical performances, response time required to access, query or transfer data, as well as risks inherent to communications' safety.

It is expressly agreed that, except for obvious error by the Organiser, proved by the Participant, data stored in the Organiser's information system is valid evidence of orders placed by the Participant. Computer data and emails exchanged between the Participant and our services constitute valid evidence and are admissible under the same conditions and with the same evidential value as any document which may be drawn up, received or filed in writing.

The Participant has the right to obtain from the Data Controller the erasure of his / her personal data. In that case, the Data Controller has the obligation to delete all information.

The Participant has the right to request the modification of his / her personal data and the right to request, in a legible medium, all the personal data that the Organiser may hold.

For the purposes of fulfilling the participation contract, all or some of this personal data may be:

- Communicated to other Participants, who may be located anywhere in the world, in order to enable them to prepare for the Event and schedule their business appointments. In this regard, the Participants undertake not to use such data for any other purpose. The Organiser reserves the right to enjoin nuisances caused by such use by any means.
- Communicated to third parties that have entered contracts with the Organiser, in particular the Organiser's representatives, service providers and partners, which may be located anywhere in the world.
- Used on all distribution and promotional media in connection with the relevant Event, including over the SPORTEL Connect.

INSURANCE AND LIABILITY

21. INSURANCE

Participants shall ensure that they have taken out all insurance policies necessary for their participation. The Organiser declines all liability in this regard, in particular for the loss or theft of belongings at the Event site. The Participant agrees to provide the proof of insurance required by the Organiser.

22. LIABILITY OF THE ORGANISER

The Organiser shall not be liable for any losses that Participants may for any reason whatsoever, except for bodily injury. The Organiser only owes the Participant a reasonable endeavor obligation.

MISCELLANEOUS

23. SECURITY

The Participants are required to respect all safety measures imposed by administrative or legal authorities, as well as any safety measures, which may be taken by the Organiser. The Organiser reserves the right to verify compliance with these measures.

Surveillance is maintained under the control of the Organiser; the decision regarding the application of safety regulations is implemented immediately.

24. SANCTIONS

Depending on the circumstances, the Organiser reserves the right to take the following actions, without the Participant being entitled to claim any compensation:

- Unilaterally and automatically terminate the participation contract and to refuse access to the Event in case of the Participant's partial or total non-performance of the provisions of the Terms and Conditions, the Exhibitors' Technical Manual.
- Order the immediate closure and then the taking down of the Exhibits and/or the immediate expulsion of the Participant from the Event venue.
- Prohibit the Participant from participating in the Event for two (2) full consecutive years.

These sanctions may be imposed without prejudice to legal action the Organiser may initiate to assert its rights and claim damages on the grounds of the Participant's breach of contract. The Participant shall be liable for expenses incurred in connection with the Organiser's actions (in particular, bailiff's costs, costs associated with taking down the stand, etc.).

25. GOVERNING LAW AND JURISDICTION

These Terms & Conditions and the participation contract, which constitute a contract of adhesion and the insurance policies taken out by the Organiser are governed by Indonesian law; the BANI Arbitration Center (Badan Arbitrase Nasional Indonesia) have exclusive jurisdiction over any dispute or litigation resulting from enforcement of these Terms and Conditions.