

TERMS & CONDITIONS

Introduction:

These terms and conditions apply to the User who uses the Online and offline Services provided for any application, payment, and acts of participation made to Culinary and Beyond W.I.I.(CB) Kindly read these terms and conditions carefully. By authorizing a payment to CB through the online/or offline payment service or ("the service"), it would be treated as a deemed acceptance to these terms and conditions. CB reserves all the rights to amend these terms and conditions at any time without giving prior notice. It is the responsibility of the User to have read the terms and conditions before using the Service.

1.0 Exhibitor Terms and conditions

The following section is application to all parties that intend to exhibit and/or exhibit in the Bahrain Hospitality and Restaurant Expo.

1.1 Application for Space

Application for space in the Exhibition shall be made on the online registration form and shall be duly signed by the Exhibitor or a person authorized by him. When the Application for space is signed on behalf of an Exhibitor it should so state and should state the name of the Exhibitor. Following receipt of the Application together with initial payment the Organizer shall issue an acceptance of such Application which shall bind the Exhibitor to exhibit at the Exhibition and to observe the Rules and Regulations of the Exhibition (as amended from time to time). The Organizer reserves the right to refuse to accept any Application at its absolute discretion without giving reasons therefore.

1.2 Payment

(a) The payment schedule for space rental and Organizer's stand packages is as follows:

(i) Once Application as has been approved all sums due will be required to be submitted either through a form of bank transfer or an online payment gateway provided by the organizer.

(b) All sums payable under this Contract shall be paid together with the addition of such Goods and Services Tax (or such other government tax or levy) as is legally payable on those sums. The total cost represents only the payment for the site, with or without Organizer's stand fitting as appropriate, details of which are set out overleaf and all other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto. Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the Contract are not followed. These terms cannot be varied under any circumstances.

1.3 Cancellation of Exhibition Space

In the event of the Organizer agreeing to any request for release from the Contract, the Exhibitor will be liable for all or part of the cost stated in the Contract on the following scale:

- Cancellation 271 days or more before the show 15% of cost.

- Cancellation between 270 and 181 days before the show 40% of cost.
- Cancellation between 180 and 121 days before the show 60% of cost.
- Cancellation between 120 and 61 days before the show 80% of cost.
- Cancellation 60 days or less before the show full cost.

This scale of charges will apply only from the date the Organizer receives written notice by letter, e-mail or fax. In addition to this scale, the Exhibitor will be liable for any specific cost incurred on his behalf by the Organizer. These terms cannot be varied under any circumstances.

1.4 Failure to Exhibit

(a) Any organization which, having signed a Contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor's own choosing and has not been released from the Contract by the Organizer shall be liable for the full amount stated in the Contract plus any additional costs incurred by the Organizer as a result of such failure to exhibit.

(b) The Organizer will not be liable in any way in the event that Bodies of Authority such as immigration and customs prevent the attendance of personnel or exhibits at the Exhibition.

1.5 Limitation of Liability and Indemnity

(a) To the extent permissible under the law, the Organizer, its officers, directors, employees, servants or agents shall not be liable for: -

- (i) the safety of the Exhibitor, its staff, servants, agents, contractors or invitees during the exhibition;
- (ii) any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by the Exhibitor, its staff, servants, agents, contractors or invitees or members of the public; or
- (iii) any other damages or loss (including, without limitation, the loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).

(b) The Organizer shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entity, siting or removal of exhibits, or for the failure of any services or amenities provided by the hall landlords or other third parties.

(c) While the Organizer may provide information on the relevant legal requirements applicable to the Exhibitor (including the licenses and permits which the Exhibitor has to obtain), the Organizer shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.

(d) The Organizer shall not be responsible for the acts or omission of any contractor appointed by the Organizer to provide any products or services to the Exhibitor.

(e) In the event that the Organizer is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of the Organizer for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to the Organizer for the space at the event at or during which the loss or damage was incurred or suffered. This limitation does not apply to claims in respect of personal injury or death.

(f) The Exhibitor shall indemnify and hold the Organizer harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred by the Organizer due to any act, omission, neglect or default of the Exhibitor, its staff, servants, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor infringes the intellectual property rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this Contract and is in addition to any other remedy which the Organizer is entitled to under the law.

1.6 Insurance

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold the Organizer harmless in respect of the Exhibitor's liability to the Organizer. If the Organizer so demands the Exhibitor shall provide proof to the Organizer that the Exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their servants, agents or contractors are insured against claims for workman's compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition grounds until it has vacated the exhibition grounds and all its exhibits and property have been removed.

1.7 Group Stands

Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the Exhibition.

1.8 Force Majeure

The Organizer shall not be liable to the Exhibitor by reason of any cancellation or part-time opening of the exhibition, either as a whole or in part, for any nonperformance of its obligations under this Contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within its control.

1.9 Unforeseen Occurrences

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of the Organizer shall be final.

1.10 Copyright

The Exhibitor gives permission to the Organizer to publish before, during and after the Exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/ or Exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

- 1) original material,
- 2) paid for by the Exhibitor or,
- 3) already in the public domain such that the Organizer cannot be sued for copyright violation.

1.11 Counterfeits and Copyright Infringements

Copyright infringement will be vigorously policed at the Exhibition. Copies or counterfeit goods are not permitted at the Exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned from future exhibitions.

1.12 Government Ruling

The Exhibitor shall have no claim against the Organizer should national or state government authorities, acting independently or under the auspices of an international authority (e.g. the United Nations), ban, restrict or refuse participation at the Exhibition by the Exhibitor or the display or promotion of any of its products or services.

1.13 Governing Law and Jurisdiction

These Terms and Conditions and the Contract between the Organizer and the Exhibitor shall be governed by the laws of Kingdom of Bahrain, and the parties submit to the non-exclusive jurisdiction of the courts of Kingdom of Bahrain.

1.14 Kingdom of Bahrain Entry Visas

The Organizers will not be held responsible or financially liable in any way in the event that Bahrain Immigration Authorities delay or reject the visas of exhibitors

2.0 Participant Terms & conditions

The following section is application to all parties that intend to register for any of the activities taken place during the expo:

- Culinary Tour
- Attendance
- Business to business Meetings
- Workshops

at the Bahrain Hospitality and Restaurant Expo. All Terms mentioned on section “3.0 Payments and online service” are applicable to all participants.

2.1 Registration

The Participant is liable for all information submitted to CB and must be accurate.

2.2 Refund policy

A Full refund will be granted within 7 days of purchasing the ticket.

3.0 Payments & Online service

The following is a summary of the key terms of this service: Payment(s) through this Service may only be made with a Credit Card & Debit card.

3.1 Before using this Service, it is recommended that the user shall make necessary enquiry about the charges or fees payable against the Credit/Debit card used from Credit Card or the Debit Card service provider i.e. the respective Bank.

3.2 The credit card information supplied at the time of using the service is processed by the payment gateway of the service provider and is not supplied to CB.

3.3 It is the sole responsibility of the User of the service to ensure that the information entered in the relevant fields are correct. It is recommended that you take and retain a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out or usage of the service

3.4 The Applicant agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card/net banking transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that CB or the Payment Service Provider(s) have no control over such matters.

3.5 The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor CB gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party.

3.6 CB does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.

3.7 CB and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of

- (a) any data, information or message, or
- (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non performance or interruption in any such data, information or message.

3.8 Under no circumstances shall CB and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.

3.9 The Applicant agrees that CB or any of its employees will not be held liable by the Applicant for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond CB's reasonable control.

3.10 Debit/Credit Card, Bank Account Details:

- The Applicant agrees that the debit/credit card details provided by him/her for use of the aforesaid Service(s) must be correct and accurate and that the Applicant shall not use a Debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The Applicant further agrees and undertakes to Provide correct and valid debit/credit card details.
- The Applicant may pay his/ her amount to CB by using a debit/credit card or through online banking account. The Applicant warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
- The Applicant is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- The Applicant is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- The Applicant authorizes debit of the nominated card/ bank account for the Payment of fees selected by such Applicant along with the applicable Fees.
- The Applicant is responsible to ensure that sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the Payment of the dues payable or fees dues selected by the Applicant inclusive of the applicable Fee.

3.11 Disclaimer and Limitation of liability

CB does not accept liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by the User from the use of this service.

3.12 Governing law

These terms and conditions are governed by the laws of the Kingdom of Bahrain.

Refund/Cancellation Policy: Fees once paid will not be refunded under any circumstance