

TFWA Asia Pacific Exhibition & Conference is a trade exhibition organised by TFWA, the Tax Free World Association (an association certified under the French law of 1901). The exhibition is open to companies manufacturing products sold in the duty free & travel retail market. Approved distributors of such goods may also exhibit.

1. Admission Formalities

- Stand request forms are made available to companies wishing to exhibit six months before the date set for the exhibition.
- Only requests made on an official TFWA stand request forms will be considered.
- The application to exhibit should be signed by a person empowered to act on behalf of their company.
- The exhibitor may only exhibit products on his stand, which fall into the categories established by the Organiser (see page 3 of the stand request form). The exhibitor may not exhibit products which in particular are unsuitable in light of the subject, spirit or image of the event which present a marked risk of potential harm to the protected interests of consumers and children as well as of breach of the public order, disturbance of other exhibitors, or the safety and pleasure of visitors.
- The application to exhibit should be accompanied by a list of products and merchandise to be exhibited. Brands officially introduced to TFWA during the Potential Exhibitor application process. Additional brand requests will be upon TFWA agreement only.
- The Organiser may request that an exhibiting candidate provides all necessary information and substantiating documents concerning its current involvement and activity in the duty free & travel retail market, which is the subject of the exhibition. Among other things, it must demonstrate sales revenue in the duty free & travel retail market and the existence of several points of sale in duty free and travel retail locations such as airport retail shops, downtown duty free shops, on board cruise and ferry lines in international traffic, in-flight, and diplomatic. It is at the sole discretion of the Organiser to determine whether, in the light of the documents and information received if the prospective exhibitor meets these criteria.
- Companies are only allowed to exhibit products manufactured by third parties if they are not already exhibited by the manufacturer and if the Asia Pacific /worldwide license is provided.
- Subsidiary companies of exhibiting companies are only admitted as exhibitors in their own right in cases where they propose to exhibit products different from those exhibited by their parent company.
- If the number of stand sites is limited by lack of space, the number of exhibitors showing a given product may be limited, or reduced to one only.
- Where the above conditions are satisfied priority of admission shall be granted to manufacturers rather than distributors. Where a choice has to be made between several manufacturers or several distributors who are members of TFWA, priority of admission shall be granted to the manufacturer or distributor who has already participated in TFWA trade fairs. Where, at this stage a choice still has to be made, priority shall be granted according to the chronological order of the receipt of the requests for request.
- The stand request form is only valid when accompanied by a deposit.
- Transfer and encashment of the said deposit do not give the applicant automatic right to a stand at the exhibition.
- The Organiser receives the applications and decides on the admissions. Admission is notified by a letter addressed to the applicant. It then becomes definitive and irrevocable. In the event of a refusal of the request for admission, the decision of the Organiser shall not require justification. In this case the deposit will be reimbursed in its entirety to the applicant company.

14. The cost of renting exhibition space is determined by the Organiser; this total may be revised if the cost of materials, labour, transport and services, or the cost of fiscal and social charges varies considerably between the point at which the conditions for admission are established by the Organiser, and the opening date of the event.

15. If a company is admitted, the balance corresponding to the costs of participation should be paid within the given dates and at the latest by 31 March 2022. Should a company be admitted after 31 March 2022, the time scale of payment is indicated on the invoice. In any case, the sum should be paid in full before the official opening date of the exhibition. Default of payment by the given dates can result in cancellation of the right to stand space. The Organiser may cancel admission to the exhibition if the exhibitor is legally declared insolvent.

2. Cancellation

- Cancellation by the exhibitor should be notified to the Organiser by registered letter against receipt.
- If notification of cancellations is given between 120 and 60 days prior to the opening date of the exhibition, the deposit paid by the exhibitor remains the property of the Organiser.
- Should the Organiser receive notice of cancellation less than 60 days before the opening date of the exhibition, the entire stand payment will be due.
- In case of event cancellation by TFWA due to Covid-19 pandemic or any of its consequences, the organizer will reimburse the space rental fee already paid by exhibitors.

3. Obligations and Rights of the Organiser

- The Organiser establishes the dates and place of the event for 2022, the dates and place are as follows: 8 to 12 May 2022 at the Marina Bay Sands Expo and Convention Centre.
- Health & Safety Measures**

Protective measures

 - Wear a mask
 - Hand cleaning
 - Imposed social distancing
 - Dedicated signage

Reconfiguration of spaces and redesign:

 - Queues and circulation redesigned to guarantee social distancing
 - Modified entrances and exits to reduce flow crossings
 - Reconfiguration of service areas if necessary

Sanitary measures:

 - Continuous cleaning and disinfection of spaces
 - Provision of hydroalcoholic gel

Medical measures

 - Dedicated medical team
 - Protocol for handling suspected cases
- In the case of force majeure, the Organiser may modify the dates and the place, and should it be impossible to organise the exhibition, the Organiser may cancel it entirely.
- TFWA force majeure clause
 - The parties shall not be held liable for any failure to fulfill any obligations (and as far as TFWA is concerned, the obligation to organise the exhibition) insofar as the party concerned can prove that the above failure to perform is due to force majeure. The party concerned shall provide evidence that:
 - The failure to perform was caused by an event beyond its control;
 - It could not reasonably be liable to foresee this event and its effects on its ability to perform the contract when this contract was entered into;
 - It could not reasonably have avoided or overcome this contingency, or at least the effects of such contingency.

In any case, force majeure is defined as any of the following events, which are listed for reference only, without limitation:

 - a) War, whether declared or not, armed conflicts (including hostile attacks, military embargos), invasions;

b) Civil war, rebellions, riots and revolutions, coups, insurrection, civil disobedience;

c) Acts of terrorism, high jacking and sabotage;

d) Natural catastrophes, including without limitation: violent storms, cyclones, earthquakes, tidal waves, floods, hurricanes, lightning - induced destructions;

e) Epidemics in the location, city, or country where the exhibition is scheduled to take place, or in the country of the exhibitor or of the registered office of the Organiser, or in any other location and/or other part of the world, that would prevent a high number of visitors to go to the exhibition, or a significant number of exhibitors to attend the exhibition;

f) Explosions, fires, destruction of machines, factories or any type of facilities, interruption of transportations, telecommunications or electric power supply;

g) Boycotts, strikes and lock-outs, in whatever form, occupations of factories and other premises;

h) Acts of the Government, lawful or unlawful, arbitrary or not, other than acts whose associated risks are supported by one of the parties under other clauses of this contract;

i) Suppression or interruption, for whatever reason not attributable to a party, of the normal procurement flows, for raw materials or equipment, or any other goods required for proper performance of the contract; or significant reduction of same, insofar as the party concerned can demonstrate that it took all reasonable measures required to make up for such circumstances;

j) Failure to perform on the part of suppliers or subcontractors who have sustained events that release them of their contractual obligations hereunder, insofar as the party concerned can demonstrate that it took all reasonable measures to make up for such failure.

4.2. The party affected by any of the above events shall notify the other party immediately, by registered letter with acknowledgment of receipt, of the occurrence and end of the contingency. Should this party fail to inform the other party of such contingency, this party shall not be entitled to be excused, unless the failure to inform was itself caused by force majeure, as described in para. 3.1 above.

4.3. Should force majeure occur after the contract has been concluded between the Organiser and the exhibitor, each party shall have the right to notify the other party of the termination of the contract by registered letter with acknowledgment of receipt.

4.4. Events qualified as force majeure shall relieve the affected party of any responsibility of whatever nature, including any liability connected with, or arising from the termination of the contract, whether directly or indirectly.

5. The Organiser draws up the general plan of the event. He defines the position of each stand, the general décor, the traffic flow, in the interest of achieving aesthetic harmony of the event. The exhibitor is not entitled to claim a given location because it participated in previous exhibitions).

6. Allocation of stand sites is independent from admission as such. The Organiser reserves the right to modify the size of the surface requested by the exhibitor when the constraints of stand positioning or the general organisation of the exhibition so dictate.

7. Notification of admission by the organiser should be followed by a plan of the stand space attributed within the next 15 days at latest. This rule also applies if the Organiser decides to change the position of a stand and he must consult the exhibitor before sending a plan. The exhibitor then has 15 days from receipt of the plan to express his refusal of the proposed site. Once 15 days are passed, silence is taken as assent.

8. On the plans sent to the exhibitor the Organiser indicates the measurements as clearly as possible.

9. It is however the responsibility of the exhibitor or his accredited contractor to ensure conformity before construction. The Organiser cannot be held responsible for slight differences, which may appear between the measurements indicated, and the site itself.

4. Occupancy on the Site

- Exhibitors must occupy personally the site attributed to them.
- Under no circumstances is sub-letting, and any general loan of space to a third party authorised, whether against payment or free of charge.
- Contravention of this ruling may be considered by the Organiser as a unilateral breach of contract by the exhibitor and may result in his exclusion, except in the case of special derogation by the Organiser.
- The exhibitor may only display on his stand the products listed in the potential exhibitor application form and those accepted subsequently by the Organiser as fulfilling the criteria of the event. He may make no promotion whatsoever for non-exhibiting companies. Any additional brand must be approved by the organizer first.
- Stand decoration is carried out by the exhibitors or their contractor on their own responsibility and at their own cost, taking into account the regulations of the exhibition hall. It should be in accordance in every way with the general decoration of the exhibition and respect its aesthetic quality. Plans and projects should be sent in duplicate before for checking and agreement. The Organiser will reject any project, which does not meet the regulations. Exhibitors should have finished construction, and completed displays of their products, by 10 pm on the eve of the exhibition. Contractors appointed by exhibitors to carry out stand fitting and decoration works must be approved by the Organiser.
- Lighting, lighting connections, power plugs, power mains are available as provided in the Exhibitor Manual. Where the exhibitor requires any electrical work in connection with its exhibiting products, such work shall only be carried out by the Official Electrical Contractor appointed by the Organiser as described in the Exhibitor Manual. The exhibitor shall bear the cost of all such electrical work.
- Any special decoration which is likely to depart from the general indications given in the rules can only be permitted by written authorisation given on presentation of detailed plans or model, at least 45 days before opening of the event. The regulations of the exhibition hall must nonetheless be respected.
- Exhibitors must respect security and health measures laid down by the authorities in Singapore.
- The Organiser reserves the right to call for the removal or modification of such installations as may detract from the general appearance of the event, inconvenience neighbouring exhibitors or visitors or which fail to conform to the plan or model previously submitted.
- The Organiser will have to be consulted and give his agreement to projects for stands which are structurally heavy (e.g. no opening on to the aisles). Areas used for storage should not exceed 10% of the total surface area of the stand. Exhibitors must not obstruct aisles nor encroach on them nor in anyway cause inconvenience to their neighbours.
- The stand must be manned at all times during official opening hours, and must stay open with products and objects exhibited there at all times, and until the time set for the closure of the exhibition. The elements which constitute the stand itself should remain in place until break-down, as stipulated by the Organiser. Failure by an exhibitor to comply with these provisions may result in sanctions decided by the Organiser.
- The exhibitor or his authorised representative must be present on his stand from the closure of the exhibition until all valuables and products exhibited have been removed, and throughout the break-down until all elements of the stand have been removed.
- During the break-down period, the removal of stands, goods, exhibits and individual decoration must be effected by the exhibitors within the time-limits laid down by the Organiser. Once these time-limits have elapsed, the Organiser is empowered to have items remaining on the stand removed to a repository of his choice and at the exhibitor's risk and expense without thereby incurring any liability for total or partial damage which may be occasioned.

14. On their departure exhibitors should leave the sites put at their disposal in the state in which they found them. Any deterioration in the building or flooring as a result of their installations or products will be evaluated by the Organiser and invoiced to the exhibitor. In particular it is forbidden to pierce or paint unprotected walls, pillars, floors of the building, except on written authorisation of the management of the exhibition centre.

5. Security

1. The Organiser must inform exhibitors of the security rules specific to the event. In particular, the system of controlling badges on entry, adopted for security reasons, implies respect of the following rules on the part of the exhibitor:

- Within the exhibition hall, whatever the entry point, it is obligatory to wear a badge valid for the period in question;
- It is strictly forbidden to exchange badges even for a short period and any infraction can result in exclusion;
- It is forbidden to facilitate admittance to the event for persons having no direct bearing on the event without prior agreement from the Organiser (issue of laissez-passer indicates agreement from the Organiser);

- Circulation of this ruling among principal suppliers of the exhibiting company and issue of letters of accreditation for suppliers as far as possible (contractor, photographer, caterer);

- It is forbidden to register as exhibitors, persons who are in fact visitors.

2. Exhibitors must know and respect the security regulations imposed by the authorities or specific to the event.

3. In addition to the rules defined above, the Organiser may take any other complementary measure before or during the event to ensure its security.

4. Smoking is not permitted in the exhibition hall.

6. Ownership of Logo and Brand

All logos, trade and word marks of Tax Free World Association (TFWA) and its events are the exclusive property of Tax Free World Association. As a result, the exhibitor undertakes to refrain from reproducing or using any of these in any manner whatsoever, without the prior written authorisation of the Organiser. Non-compliance could lead to sanctions provided for in the event of infringement of Intellectual Property rights.

7. Intellectual Property - Commercial Rights

1. The exhibitor certifies that it is validly and legally entitled to use the intellectual property rights concerning the exhibited products, objects and the documents and information supplied to the Organiser and published or reproduced by the latter. The exhibitor is itself responsible for any intellectual property protection of the products and objects exhibited (patents, trademarks, models, etc.). The Organiser may not be held liable in case of error or omission resulting from erroneous or incomplete information supplied by the exhibitor.

2. The exhibitor explicitly acknowledges that the organiser has clearly defined duties the nature and limits of which are those of an exhibition organiser; accordingly, any difficulties or disagreements arising in business relations between exhibitors or between an exhibitor and third parties (visitors, customers, etc.) in respect of the interpretation or performance of such business relations are beyond the remit of the organiser; this more particularly applies to disagreements, disputes concerning unfair competition, counterfeit, the interpretation of agency or distribution agreements, or more generally anything concerning intellectual property rights, etc.

3. The exhibitor shall not implicate or attempt to implicate the Organiser in any manner whatsoever, and undertakes not to seek or attempt to seek to hold the Organiser directly or indirectly liable, in any

form whatsoever, in the event of any disagreement or dispute such as those stated above. In any event, the exhibitor guarantees the Organiser against any legal recourse due to non-observance of the above obligations set out in paragraphs 1 and 2. The exhibitor gives the same undertakings vis-à-vis the organiser concerning its business relations with visitors, its customers, its suppliers and generally speaking any third-party company, even one not exhibiting.

4. The exhibitor hereby states it is fully aware that counterfeit is seriously detrimental to the commercial and reputational interests of the companies that are victims thereof, that it discourages innovation, destroys jobs, impairs economic growth, generates tax losses for States and can be seriously prejudicial to consumers. The exhibitor duly notes that the organiser is particularly anxious that the conduct of exhibitors should be beyond reproach in this respect. The Organiser may demand that an exhibitor comply with a final or immediately enforceable court ruling finding and/or punishing acts of infringement, and the Organiser may take all necessary measures to that effect, as part of its duties and remit.

8. Advertising

1. All publicity using lighting or sound effects as well as shows and animated displays must be submitted in advance for the approval of the Organiser. At no time should it adversely affect neighbouring exhibitors, traffic or the standing of the exhibition.

2. Any films, video tapes to be shown at the exhibition have to be cleared by the Board of Film Censors, Singapore. Form to apply for exemption within the technical manual.

3. The Organiser has exclusive bill-posting rights within the exhibition. The exhibitor may only use posters and signs from his own company, and then only within the limits of his stand or on the advertising sites rented to him for this purpose by the Organiser.

4. It is forbidden to place advertising panels in the aisles of the exhibition halls, inside or on the outer walls of the building, without special authorisation in writing from the Organiser.

5. Circulars, brochures, catalogues and prospectuses relating to articles not exhibited may not be distributed without written permission from the Organiser.

6. Samples of any kind may only be distributed in the exhibition halls if they emanate from companies officially exhibiting at TFWA Asia Pacific Exhibition & Conference. The distribution of samples of products not belonging to exhibitors is forbidden in the exhibition site. Distribution will be limited to the immediate proximity of the stand occupied by the company and will not be allowed either in the welcome areas (such as entrances and exits) nor in the main axes of circulation marked on the floor plans.

7. Distribution or sale of magazines, periodicals, brochures, raffle tickets, badges or competition tokens etc., even for charity, questionnaires or surveys, is forbidden except by special agreement in advance from the Organiser.

8. Orders or exhibition of products are forbidden except in the stands or offices rented by exhibitors, under threat of exclusion.

9. No private function taking participants away from the exhibition and that may potentially affect the good running and organisation of the event can take place during the exhibition opening hours or during the official TFWA social events.

10. On written authority from the Organiser, photographers may be admitted to work within the exhibition for clients from whom they have received an order. Exhibitors wishing to use the services of a photographer on site for their stand are requested to inform the Organiser who will provide authorisation in writing.

11. It is for exhibitors and/or clients having obtained the aforementioned authorisation, to take all measures they deem appropriate to ensure, through the production and dissemination of photographs, images or videos, that laws and regulations in force in Singapore

are respected in accordance with the 'image rights'. TFWA cannot at any time be held liable for any photography or video produced during TFWA Asia Pacific Exhibition & Conference.

9. Official Formalities Liability and Risks

The exhibitor shall insure, indemnify fully and effectively and hold the Organiser, the Manager and their respective representatives, the lessors of the premises where the exhibition is held and all government, statutory and regulatory bodies and agencies of the country where the exhibition is held and their respective directors, officers, agents and servants harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this agreement, omission, conduct, failure of the exhibitor or its directors, officers, agents, servants, invitees, or independent contractors. The exhibitor's aforesaid indemnity shall extend to all losses or injuries caused to any persons or property whatsoever caused by the exhibitor or its exhibits or personnel, or otherwise arising while the said persons are upon or examining, observing or passing the exhibit or stands occupied by the exhibitor, or by the demonstration of or otherwise in connection with the exhibit. The liability or risks of loss or damage to the exhibitor's employees or agents, or the exhibits, shall be the responsibility of the exhibitor. Exhibits shall be placed at the exhibitor's own risks and the Organiser, the Manager, their respective directors, officers and agents shall not be held responsible for any theft, damage, loss or destruction of the exhibits. Under no circumstances will the Organiser, the Manager, any government, statutory or regulatory body or agency or their respective directors, officers and agents make good or accept responsibility or be liable whatsoever in respect of any damage, theft, loss or destruction of the exhibits or any property, goods or articles or things whatsoever placed, deposited, brought into or left upon the exhibition premises by the exhibitor.

Insurance

1. Both the Organiser and exhibitor must conform to the rules decreed, in every respect, by the charter of occupation for each exhibition location.

2. The insurance proposed by the Organiser in the technical manual is obligatory. It is however the responsibility of the exhibitor to take out complementary insurance if the capital guarantee is insufficient, either by doing so through the Organiser (form for complementary insurance within the technical manual), or through their own insurer. In the latter case, in the case of a claim, the two insurers are called upon proportionately to the amount of capital subscribed.

Customs

3. Each exhibitor is responsible for completing customs documentation for goods or materials coming from overseas. The Organiser cannot be held responsible for any problems, which may arise in these formalities. Full details are provided in the Exhibition Manual and the shipping instructions. Advice may be requested from the Official Freight Forwarder.

Security

Safety, fire, health and other laws: all fire, safety, health and other laws, rules and regulations imposed by the Manager or local authorities and agencies or the lessor of the exhibition premises must be strictly observed by the exhibitor.

10. Visitors

1. Only visitors able to prove their professional membership of a company involved in the Tax Free or travel world markets, as well as those visitors who have been specially invited, shall be admitted to the Trade Fair.

2. The Organiser reserves the right to evict any person whose behaviour disrupts the smooth running of the exhibition.

3. Entrance to the exhibition is prohibited to all persons under 18 years of age.

11. Application of the rules

Governing law and jurisdiction: this agreement governing law and jurisdiction: this agreement shall be governed by, and construed in accordance with the laws of the country of incorporation of the Organiser. The exhibitor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the country of incorporation of the Organiser for all purposes in relation to this agreement and waives any objections on the ground of venue or forum, non-convenience or on similar grounds. Receipt of the completed stand application form by the Organiser implies that the company wishing to exhibit accepts the Rules and Regulations without reserve. It also implies acceptance of any new measures which might be imposed by circumstances and which the organiser reserves the right to indicate, even verbally, to exhibitors, in the interest of the event. The exhibitor undertakes to strictly observe these Rules & Regulations and, generally speaking, all the documents comprising the contractual documentation, as well as applicable laws and regulations, and to ensure that its staff and suppliers observe these. In the event that an exhibitor fails to comply with the provisions of these Rules & Regulations, the Organiser may freely decide in consideration of the seriousness of the exhibitor's default:

- To cancel the participation contract signed with the exhibitor as of right;
- To exclude the exhibitor from the exhibition forthwith;
- To pronounce the ban, for the exhibitor, on participating in the exhibition the following year or, if need be, for several years ahead, or for good;

The sanctions may be determined without prejudice to any court rulings handed down by a competent court petitioned by the Organiser. In any case, the Organiser will retain the participation fees.

12. Disputes, Governing law

These Rules, the documents concerning the admission procedure and, generally speaking, those concerning the contractual relations between the Organiser and the exhibitor, are governed by French law. The exhibitor undertakes not to file suit with any court, for any reason whatsoever, before first initiating a conciliation procedure. This procedure will take place over a period of twenty days; the parties may be assisted by their respective counsel. Failing an out-of-court settlement, disputes and disagreements between the Organiser and the exhibitor concerning the validity, interpretation, performance or non-performance of these Exhibition Rules & Regulations will be brought before the courts of the head office of the Organiser, which will have sole jurisdiction to hear them, which the parties expressly accept.

13. Personal Data

The information provided by the exhibitors and the visitors when registering and participating to the event are personal data, collection and processing of which are governed by our Privacy Policy. By accepting these terms, you acknowledge having read the Data Privacy Policy available on your TFWA online account. In accordance with the Regulation (EU) 2016/679 on the protection of personal data, you have the right to access, right of rectification, right to erase, right to restriction of processing, right to data portability and right to object to the processing of your data. These rights can be exercised via the following e-mail address: dpo@tfwa.com. You can lodge a complaint with your supervisory authority.