



ART ASIA@KL 2019 亚洲艺术@吉隆坡 2019

ASIAN WARISAN FAIR 亚洲古玩艺术收藏博览会

EXHIBITION TERMS & CONDITIONS

THESE ARE THE TERMS & CONDITIONS FOR EXHIBITORS PARTICIPATING IN “ART ASIA@KL 2019 ASIAN WARISAN FAIR”:

1. By registering for participation as an exhibitor with Younie Gallery Sdn Bhd (The Organizer), you are entering into an agreement with Younie Gallery Sdn Bhd. The dates of event are from **15 November 2019 till 17 November 2019**. Venue is at MATRADE Exhibition & Convention Centre, Menara MATRADE, Jalan Sultan Haji Ahmad Shah, 50480 Kuala Lumpur, Malaysia.
2. Exhibitor's registered name and/or business name for the event is represented as the “Exhibitor”.
3. Exhibitor acknowledges that all arrangements for the Exhibitor space rental at the event must be exclusively with the Organizer. The Organizer reserve the right to refuse rental options at its discretion, for any reason.
4. The systems of the exhibition space are in two forms, a. In booth system: Standard Shell Scheme Booth with the size of 9 SQM (3 meters x 3 meters), including 1 information counter, 2 folding chairs, 2 fluorescent tube lights, 1 power point (13 amp), fascia board with company name, booth number & wall partitions. b. In table system: A standard banquet table with cover at size of 60 cm x 180 cm, plus two folding chairs.
5. Rental per booth is USD2,000. Rental per table is USD600.
6. All approved, participation exhibitors must complete agreements, agree to terms of participation and submit deposit in order to secure reservation for the event, which is USD500 per booth reservation and USD150 per table reservation. **NO SPACES WILL BE HELD WITHOUT DEPOSIT & REGISTRATION SUBMITTED**. Full payment must be received 30 days before the date of exhibition. The Organizer has full right to rearrange the booked exhibit space after the due date.
7. Payment to be made to:
Account Name : Younie Gallery Sdn Bhd
Bank Name : Public Bank Berhad, Jalan Raja Chulan Branch
Bank Address : Ground Floor Wisma Lim Foo Yong, 86 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia.
Account Number : C/A 3188 913 905
SWIFT code : PBBEMYKL
All bank charges that make payment through telegraph transfer or online transfer must borne by the Exhibitor.
8. **NO SUBLETTING OF CONTRACTED SPACE IS ALLOWED.**
9. Exhibitor acknowledges that the Organizer makes no express or implied guarantees of performance or sales of exhibitor merchandise at the event. As with any business venture, there is a risk of incurring loss at any event. Exhibitor is solely responsible for the outcome of sales at the event.
10. Exhibitor acknowledges that payments made to the Organizer are for the sole purpose of renting exhibit space at the event and/or rental of physical equipment provided by the Organizer upon request of Exhibitor.
11. If using electricity, Exhibitor must provide extension cords and any other equipment necessary to gain electrical access.
12. The Organizer reserves the right to relocate Exhibitor space assignment to another location at Organizer's discretion.
13. Exhibitor must position display so as not to impede aisle traffic, cause a safety hazard, obstruct areas that must meet fire code, or infringe upon another exhibitor's rental space or endanger another exhibitor's merchandise.
14. Exhibitor agrees to keep their display and merchandise within the boundaries of their designated rental space.
15. Exhibitor agrees to modify their display at Organizer's request regardless of reason.
16. Exhibitor booth content must consist of antique/ vintage/ heritage/ cultural/ art/ handcraft merchandise. Exception complimentary to the theme of the show, as deemed appropriate by the Organizer, will be determined on a case-by-case basis. Such exceptions must be requested in writing and acknowledged in writing by the Organizer.
17. Overall booth representation must at all times convey quality and all items must be accurately represented. Merchandise displayed at the show by Exhibitor must be consistent with that which was represented by Exhibitor at the time of space reservation. The Organizer reserves the right to have Exhibitor modify or remove their merchandise if the Organizer deems it is not consistent with the theme or quality of the show.
18. The Organizer reserves the right to refuse or revoke booth space reservations to any applicant, at any time, regardless of reason.
19. Exhibitor is expected to behave in a respectful, professional manner, with self-control and refrain from the use of profanity.
20. Exhibitor agrees not to pack merchandise prior to close of the show without express, written permission from the Organizer.
21. Exhibitor agrees to not solicit to the public or other exhibitors for participation in non-YGSB events.
22. Exhibitor agrees not to distribute literature of any non-YGSB events at the event.
23. Exhibitor understands that failure to comply with Terms & Conditions for participation may result in expulsion from any Organizer's event at any time and barred participation in future events at Organizer's discretion.
24. In cases of Exhibitor dismissal, walk-out before or during event, Exhibitor protest or complaint submitted during or after the event, **NO REFUND WILL BE ISSUED. ALL SALES ARE FINAL.**





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25. Cancellation Policy: DEPOSITS ARE NON-REFUNDABLE. No rollovers are allowed under any circumstance.
26. Cancellation must be received IN WRITING no later than 21 calendar days prior to 12:00 AM on first set-up date of event to avoid additional liability. Cancellation may be submitted in one of two ways:
 - i. Via email to info@artasiakl.com OR
 - ii. Via regular mail to: *Younie Gallery Sdn Bhd, 3A-1, 3rd Mile Square, Jalan Klang Lama, 58100 Kuala Lumpur, Malaysia.*
27. Cancellation submitted prior to the 21 days deadline will not be held liable for outstanding balance beyond the USD500 for booth booking and USD150 for banquet table booking deposit down required to hold space. In the event that Exhibitor has paid in excess of minimum down deposit required, a cheque refund will be issued to Exhibitor for THE OVERAGE AMOUNT ONLY, minus any non-refundable fees associated with bank or credit card company charges, within 30 days of the completion of the event, provided the minimum cancellation notice of 21 days was submitted according to guideline stated above. Refund will be made payable to the registered name and address of Exhibitor as indicated on the original registration. Cancellation submitted less than 21 days prior to set-up date will result in full payment of all fees due and collection efforts for the full amount of Exhibitor's contracted outstanding balance.
28. ALL PAYMENTS REFUNDABLE under the circumstances that the event is cancelled by the Organizer. In such case, all payments received (including booking Deposits) minus all bank charges and administration fees will be refunded within 30 days after the announcement of cancellation event by Younie Gallery Sdn Bhd. All refunds will be banked in by cheque into the registered name and bank account provided by local exhibitor or through telegraph transfer for foreign exhibitor.
29. Exhibitor acknowledges Younie Gallery Sdn Bhd as the authoritative bodies responsible for management of the event and ensuring that all exhibitors comply with the above rules and regulations.
30. Exhibitor grants permission to the Organizer to use images of Exhibitor (including any motion picture or still photographs made by the Organizer, of Exhibitor's likeness or merchandise) for any purposes in connection with promoting the event, which may include but is not limited to advertising, promotion and marketing. The Organizer may crop, alter or modify/combine such images with other images, text and graphics, without notifying exhibitor. Exhibitor consents to use of their name and any other information provided by Exhibitor to the Organizer to be used/displayed as necessary in order to promote the event.
31. In consideration for receiving authorization from Younie Gallery Sdn Bhd to participate in this event that operated by Younie Gallery Sdn Bhd, Exhibitor hereby agrees to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Younie Gallery Sdn Bhd, its officers, agents, volunteers, or employees (hereinafter referred to as RELEASEES) from any and all LIABILITY, claims, demand, actions and causes of action whatsoever arising out of or related to ANY loss, damage, or injury, including death, that may be sustained by Exhibitor, Exhibitor's agents or associates, or any of the property belonging to Exhibitor, or otherwise, while participating in this event.
32. Exhibitor understands that Younie Gallery Sdn Bhd does not maintain any insurance policy covering any circumstance arising from exhibitor's participation in this event or any activity associated with or facilitating that participation. As such, Exhibitor is aware that they should review their personal insurance portfolio. It is exhibitor's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind members of exhibitor's family and spouse, if exhibitor is alive, and exhibitor's heirs, assigns and personal representative, if exhibitor is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE OR HOLD LIABLE the above named RELEASEES.
33. Exhibitor hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the state in which Younie Gallery Sdn Bhd event is held. Exhibitor ACKNOWLEDGES AND REPRESENTS THAT Exhibitor has read the foregoing Waiver of Liability and Hold Harmless Agreement, understands it and agrees to it voluntarily as Exhibitor's own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement have been made; Exhibitor is at least eighteen (18) years of age and fully competent; and Exhibitor executes the Release for full, adequate and complete consideration fully intending to be bound by same. Any minor children, of which Exhibitor is their parent or legal guardian or have been given custody of their care by the act of bringing them to said activity with permission of their parent or legal guardian, do also empower Exhibitor to make decisions on their behalf and certify this Waiver of Liability and Hold Harmless Agreement in their person.
34. Exhibitor has read, understands and agrees to all the terms of the Waiver of Liability and Hold Harmless Agreement.