



## PCE 2023 EXHIBITION TERMS AND CONDITIONS

### 1. Application, registration, and confirmation

After receipt and approval of an applicant's completed application form, the applicant is registered as a sponsor/exhibitor/concessionaire/etc. at an exhibition organized by Philippine Coffee Guild (PCG). By completing the application form, the applicant declares himself/herself familiar with the objectives of the exhibition, and agrees to exhibit only those products and/or services which come within the scope of the exhibition. PCG's acceptance of an application represents a binding agreement for the stand space and rent that are specified in the application form.

### 2. Eligible exhibits

Exhibits will be limited to companies and products approved by PCG. An approved company may exhibit products, equipment, and services. All products, equipment, and services must comply with the governing laws of the Philippines. It is the responsibility of the exhibiting company to comply with all of the rules and regulations. PCG reserves the right to refuse stand rental or terminate a contract at any time, if the company does not comply with the regulations. In the event that PCG terminates the contract, PCG shall refund the payments in full, including deposits. Any such cancellation and termination, including refund of payments, shall not affect the terms of cancellation subject to clause 5.

### 3. Booth allocation and costs

PCG reserves the right to allocate booth space to exhibitors. The wishes of the exhibitor are taken into account as far as possible. PCG reserves the right to change the original booth allocation and shall notify the exhibitor's authorized representative hereof.

### 4. Conditions of payment

Payment is to be made in accordance with the payment policy on the sponsor or exhibitor and food concessionaire application form. PCG fully complies with the VAT regulations. The invoice will be issued by PCG.

### 5. Event modifications and cancellations

*Cancellations by PCG:*

PCG is authorized to cancel the event due to unforeseeable occurrences, omissions or accidents (e.g. official measures, industrial disputes, force majeure etc.) and to retain only such part of the exhibitor's stand costs as shall be required to compensate the exhibitor for reasonable expenses incurred up to the time of such cancellation. All remaining fees shall be refunded. In the event of cancellation by PCG or the organizers, no hotel, airline or other miscellaneous expenses shall be reimbursed by PCG.

*Cancellations by exhibitors:*

The exhibitors may cancel their booth space reservations at any time by written notice to PCG. PCG will refund payments based on the criteria listed below:

- Cancellation more than 60 days prior to event start date: 100 % refund
- Cancellation between 59 and 30 days prior to event start date: 50% refund
- Cancellation less than 30 days prior to event start date: No refund

Non-refundable fees, in accordance with the conditions of payment on the exhibit application form, will be withheld to cover administrative costs. Exhibitors are responsible for cancelling any other reservation (e.g. hotel or airline reservations) made in connection with the event. PCG retains the right to resell any booth cancelled by the exhibitor.

**6. Booth space and activities**

All booths must be set up and ready at least 5 hours prior to opening of the event. Exhibitors are obliged to ensure that the space rented to them is kept clean. The exhibitor is obliged to observe the schedules set out in the Exhibitors Manual for the construction and dismantling of stand. The space allocated to the exhibitor may not be exceeded in either height or any other dimensions. Any booth space not occupied will be considered a no-show, and the space will be forfeited by the exhibitor. The forfeited space may be resold or used by PCG without obligation for any refund whatsoever, unless arrangements for delayed occupancy have been made. The exhibitor shall not be authorized to share, sub-let or assign the booth space to any other company or to entrust it to other parties in any other way. The exhibitor shall only be allowed to display and distribute advertising materials and to address visitors within his own booth space. Activities at, and operations of, the booth shall be carried out in such a way that no nuisance will be caused to the event as such or to neighboring booths. In cases to the contrary, PCG shall be authorized to exclude the exhibitor from the event. In the event of exclusion, PCG will not refund any payments. All exhibition items must be removed from the exhibition area after the closing of the exhibition on the date and time specified by PCG. If the exhibitor fails to remove the items at the specified time and date, PCG is entitled to remove the items at the exhibitor's own risk and cost.

**7. Use of company logo & other identity assets**

Exhibitors allow PCG or the organizers to use their company/brand logo and other marketing visual assets, event photos, and videos for promotional purposes of the Philippine Coffee Expo.

**8. Fire safety regulations**

Exhibitors are responsible for knowledge of and adherence to all fire and safety protocols, and must follow the guidance given by any representative of the event venue. All signs and equipment must conform to Philippine standards.

**9. Liability and limitation of liability**

PCG is only liable for damage or loss to the exhibitor if the damage or loss is caused by fault or negligence by PCG. PCG is not responsible for the exhibitor's indirect losses, including but not limited to loss of profits, loss of goodwill, etc. The exhibitor is liable for any damage including loss of or damage to goods caused either by himself or by any of his assistants to the exhibition venue. The exhibitor is also liable for any other damage arising from the exhibitor's failure to supervise the space rented by him. PCG is not responsible for the exhibited property.

**10. Complaints**

Exhibitors' complaints in relation to the events and the Terms and Conditions should be made in writing and sent to PCG without delay and not later than 30 days from the date of the event.

**11. Insurance**

PCG will bear no insurance risk on behalf of the exhibitor. The exhibitor is explicitly urged to make use of his own possibilities of insurance. PCG assumes that exhibitors are adequately insured. Exhibitors are encouraged to make security arrangements for sensitive or valuable items. PCG will bear no responsibility for the property of exhibitors.

**12. Visitors and staff**

If no other agreement has been made, admission will only be available to registered visitors and staff. Staffing should only be limited to 2 persons per booth size of 2x3m. PCG shall not be liable to any visitor for damages he may have suffered due to the behavior of an exhibitor or staff employed by an exhibitor. In particular, the exhibitor and his staff cannot be considered as indirect personnel of PCG.

**13. Amendment of terms and conditions**

PCG reserves the right to amend these terms and conditions at any time. All amendments shall be binding on the exhibitor with the provision that the exhibitor is advised of any such amendment. Any matters not specifically covered herein are subject to decision by PCG.

**14. Intellectual property rights**

PCG maintains all intellectual property and marketing rights regarding the exhibition, including websites, logos, company names, etc. No other than PCG is legally allowed to make commercial use hereof unless consent is given by PCG.

**15. Data protection**

Data Privacy Consent. Coffee Collective of the Philippines Inc. aka Philippine Coffee Guild (PCG) (collectively as "we", "our", "us") is committed to comply with the Philippine Republic Act No. 10173, also known as the Data Privacy Act of 2012. We recognize and value the privacy rights of individuals. By signing this form, you are hereby giving consent to our collection and use of your personal data for the purpose of processing your reservation for the use of PCG and the Philippine Coffee Expo event and its organizers. We will use or disclose with affiliated companies or to relevant third parties your personal data to fulfill our contractual obligations, conduct credit checks, perform data analytics or comply with judicial order or as may be required by law. We will retain your personal data for a reasonable period to deal with any matter that may arise in conjunction with your reservation or for use in our future promotions or for marketing of our new projects, in accordance with the Privacy Policy. We implement reasonable security measures to protect and to keep your personal data confidential. You are responsible for ensuring that your personal data is correct and true.

**16. Severability**

If one or more provisions of these Terms and Conditions are found invalid this shall not affect the rest of the provisions' validity.

**17. Governing law and jurisdiction**

The Terms and Conditions are subject to the Philippine law. Any dispute arising in connection with The Terms and Conditions, including disputes concerning the Terms and Conditions' existence or validity shall be settled by the courts in Philippines.