

India Trade Promotion Organisation

Rules and Regulations for Participation in 44th Winter Fancy Food Show, San Francisco (USA), January 13-15, 2018, Moscone Centre, San Francisco (USA)

Application in the Prescribed Form duly TYPED for participation in overseas activities of ITPO is to be submitted along with participation fee through Bank Draft/RTGS/ NEFT/Bank Transfer for booking of space. Space is offered with an area of 100 sq. ft. (minimum bookable space)

1. Allotment of Space to the Participants

- a) Selection of participants will be done on first-cum-first served basis subject to first receipt of advance booking amount of Rs 3,00,000/- (Rupees Three Lakh only).
- b) ITPO would make allocation of available space in the show premises at its discretion;
- c) The space will be allotted only upon receipt of full payment in respect of the space rent. Submission of application for booking of space does not automatically confer a right for allotment of space. Approval of application for space will rest with ITPO.
- d) The space allotted to the approved participants is to be exclusively used by them for display of their exhibits as approved by ITPO. Subletting of space is not permissible. Violation of this clause may lead to cancellation of space allotted, forfeiting of space rent paid to ITPO and debarring the participation from the future participation in ITPO's events.

2. Refund of Participation Fee

Part-Refund of participation fee will be considered in case where

- a) The space rent paid by the participant is in excess of the actual amount due to ITPO.
- b) The participants after approval withdraw from the participation but space is subsequently let out to some other participant who pays for the space. In such cases the first party can be allowed the refund after deducting 20% of the total amount payable.
- c) There is a change in the venue and date of an event and due to this the participant is unable to participate.
- d) Non-availability of space, rejection of application or in the event of cancellation of participation due to unforeseen circumstances.
- e) If the event is dropped by ITPO due to any unforeseen reasons, no interest shall be payable by ITPO on the advance/complete participation fee deposited by the prospective participant.

3. Visa Recommendation:

- a. ITPO, as a trade promotion organisation, will provide necessary assistance to the representatives of the participating Company by issuing recommendatory letter only to the concerned Embassy for obtaining visa.

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- b. Visa recommendation letter will be issued only in favour of the Chief Executive/ Proprietor/Senior Level Officer dealing with exports of the Company who can take on the spot decision.
- c. ITPO shall not be liable, in case the concerned Embassy of the host/transit country denies visa to a representative of the participating Company for any reason.
- d. Since ITPO, on behalf of the participating company, has already committed for certain financial bindings by booking of space, construction/decoration of stand, catalogue entry, general publicity support etc., it will not be possible to consider any refund on account of denial of visa/delay in receipt of visa.
- e. The representative would come back to India after the Event/ Fair is over and would submit the proof of his/her departure/arrival, wherever necessary.
- f. The company who requires VISA recommendation from ITPO must provide the notarized affidavit executed on a **stamp paper of Rs. 50/-**.

4. General :

- a. Only goods of Indian origin will be allowed for display in Indian Pavilion. Participants will be allowed to display only those products which have been selected and approved by ITPO.
- b. Exhibits of participants, whose representatives do not turn up at the Fair/Show, will not be displayed.
- c. ITPO will not arrange shipment of exhibits for display. Participants will make their own arrangements for dispatching the exhibits at their own cost and risk.
- d. Participants will make their own arrangements for removing exhibits from the packing cases and displaying them in the booth. Likewise, after the Fair, participants will make their own arrangements to repack and send the exhibits back to India.
- e. Participants will comply with instructions regarding packing and dispatch of exhibits and other matters concerning their participation. All payments with regard to import duty, any local taxes and forwarding the exhibits back to India will be borne by the participants in foreign exchange.
- f. Participants will not be allowed to remove the exhibits during the show without specific written permission from ITPO or show Organisers.
- g. Participants will be required to furnish complete information on orders booked, enquiries generated, retail sales, etc. during and after the close of the Show. Compliance with this rule will be one of the criteria for selection of the participants for future ITPO programmes.
- h. All expenses for travel to & fro, and stay abroad including boarding, lodging, medical treatment, insurance, etc. will be borne by the participants themselves.
- i. Participants will adhere to such other regulations as may be prescribed by the country in which the show is held and/or the Fair Organisers.
- j. In the event of postponement/abandonment/cancellation of the Fair/ Exhibition/Show, or in case of exhibits not being displayed due to any reason, ITPO shall be under no liability to compensate expenditure or loss, if any, incurred by the participants.

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- k. In case of default of any payment due from the participants, ITPO reserves the right to debar them from participation in ITPO's Fair in India & abroad and bring to the notice of appropriate authority.
- l. Any dispute/differences arising out of these terms and conditions of participation shall be referred to the Chairman and Managing Director of India Trade Promotion Organisation whose decision or award shall be final and binding.
- m. The terms and conditions of participation shall be subject to the jurisdiction of courts in New Delhi.
- n. Refundable amount if any to the participant does not attract interest of any kind.

5. Membership of ITPO:

- a. Membership of ITPO has been made mandatory for participation in ITPO organized events. Non-members are requested to apply for membership of ITPO. You are requested to indicate your membership number in the application form for participation to enable us to process the request.

6. Compliance of fair related/ country related rules and regulations:

Participants will adhere to rules and regulations as may be prescribed by the country in which the show is held and/or laid down by the fair organisers in addition to ITPO's terms and conditions. The following is illustrative list of such conditions:

- a. In case of inflicting damages to the property, the penalties may be levied on the participant.
- b. Storage of exhibits / empty boxes should be done as per the rules of the fair organiser.
- c. The stand should not remain unattended at any time during the fair. Exhibitor will be responsible for his stand and his belongings on exhibition ground. He / she should take the necessary precautions to secure the safety of his / her exhibits. ITPO will not be responsible for any loss / theft of exhibits / other belongings of the participant.
- d. If the exhibitor wishes to distribute publicity materials he / she should get prior approval of the Fair Officer, India Pavilion / Fair Organiser.
- e. ITPO / Fair Organizer reserve the right to carry out photography / video coverage of the display in the stands in India Pavilion.
- f. It is not allowed to use inflammable items and it is not allowed also to use loudspeakers or DJ inside or outside halls.
- g. The participants are required to follow all customs regulations relating to incoming / return exhibits.
- h. Sale of exhibits shall be regulated by the rules of the fair organizer. Participants are advised to understand the procedure / rules.

7. Liability and Insurance :

It is the responsibility of the exhibitor to insure the goods exhibited against all risks in connection with transportation, setting-up and dismantling after the exhibition, in particular

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against damage, theft etc. The exhibitor shall be liable to compensate the organiser for any damage caused by it to the exhibition space rented, stand material, electricity, water and sewage systems or any other property of the organiser. India Trade Promotion Organisation (ITPO) does not accept any liability for loss of or damage to the goods exhibited or other valuables which belongs to the exhibitor, its representative or persons employed by or invited by it, including loss or damage due to water, fire, explosion, whirlwinds, lightning, flooding or other instances of force majeure, damage or injuries inflicted on the exhibitor, its representatives and other persons employed by it or invited by it, irrespective of the cause of such injuries or damage.

In particular the India Trade Promotion Organisation (ITPO) accepts no liability for damage to exhibition goods or their removal in cases in which use was made of the decorating department.

With its acceptance of the conditions of participation, the exhibitor explicitly releases the India Trade Promotion Organisation (ITPO) and firms acting on its behalf from any rights of recourse whatsoever on the part of third parties. No right to claim damages exists.

8. Transportation:

The costs of the firm authorised to undertake transportation on the exhibition grounds are to be paid by the exhibitors to the transportation firm directly.

9. Final Provision:

With its registration for participation the exhibitor accepts in full as legally binding the General Conditions of Participation as well as house and grounds rules in force at the exhibition venue. Additional agreements, special permissions or other kinds of arrangements require the written consent of the organiser/ India Trade Promotion Organisation (ITPO).

DECLARATION

I/We have studied the rules and regulations for participation carefully and agree to abide by the same.

Place:

Date:

Signature of the Authorised Representative

(Company Seal)

Name: _____

Designation: _____