

conference 16-19 DECEMBER 2009 exhibition 17-19 DECEMBER 2009

Pacifico Yokohama • Yokohama Japan


SIGGRAPHASIA2009
the pulse of innovation

EXHIBITOR APPLICATION/CONTRACT FOR EXHIBIT SPACE

The undersigned (hereafter, called the "Exhibitor") hereby applies for space in the 2nd ACM SIGGRAPH Conference and Exhibition in Asia (hereinafter, called "SIGGRAPH Asia 2009") sponsored by the Association for Computing Machinery, Inc. (hereinafter, called ACM) a not-for-profit educational and scientific society, incorporated in the State of Delaware, with offices at 2 Penn Plaza, New York, New York 10121-0701. Sponsor's exhibition management agent is Koelnmesse Pte Ltd.

COMPANY
ADDRESS
CITY, STATE/PROVINCE
POSTAL CODE/ZIP, COUNTRY
CONTACT
TITLE
***PHONE**
***FAX**
EMAIL
WEB SITE

**Include all country, area, and city codes*

Please indicate the name of your Vice President or Director of Marketing:

NAME
TITLE
MAKE CHEQUES PAYABLE

Koelnmesse Pte Ltd (SIGGRAPH Asia)

FOR WIRE TRANSFER
BANK NAME:

The Hong Kong and Shanghai Banking Corporation Limited

BANK ADDRESS:

HSBC Building 11-1 Nihonbashi 3-chom
Chuo-ku Tokyo 103-0027 Japan

ACCOUNT NAME:

Koelnmesse Pte Ltd (SIGGRAPH ASIA 2009)

ACCOUNT NUMBER:

009-026568-026

SWIFT CODE:

HSBCJPJT

MAIL CHEQUES AND APPLICATIONS TO

SIGGRAPH Asia 2009

Exhibition Management

Koelnmesse Pte Ltd

152 Beach Road, #25-05 Gateway East
Singapore 189721

CONTACT

Mabel Neo

Tel: +65.6500.6726

Fax: +65.6296.2771

mabel_neo@siggraph.org

1. Exhibit Space Rental:

We order the following exhibit space at the price of:

- ☐ JPY 39,050 / square metre SPACE ONLY (min. 27 sqms)
☐ JPY 46,750 / square metre SHELL SCHEME (min. 9 sqms)
☐ JPY 48,950 / square metre PREMIUM SHELL SCHEME (min. 18 sqms)

See reverse for entitlements and drawings

SPACE IN TOTAL SQUARE METRES: _____ **SQMS** (space in total must be divisible by three)

Local Consumption Tax of 5% applies. A 10% non-refundable deposit is required with this application. Applications received after 15 February 2009 must include a 50% deposit. Applications received after 15 July 2009 must include full payment. See paragraphs 2 and 3 in RULES GOVERNING EXHIBITION.

2. If you order space only, please choose one of the following options:

- ☐ Please send us an offer for an individual stand construction
☐ The stand will be constructed by us
☐ The stand will be constructed by a contractor appointed by us

3. Location Preferences: *(Subject to organizer's discretion)*

Please specify booth numbers in order of preference:

1. _____ 2. _____

_____ METRES DEEP X _____ METRES WIDE (frontage) = _____ SQMS (total square metres)

TOTAL SQUARE METRES	TOTAL AMOUNT (JPY)	DEPOSIT (JPY)
_____ x JPY/sqm	JPY _____	JPY _____

We do **not** want to be next to or across the aisle from: _____

4. Sponsoring:

We would like to be a sponsor at SIGGRAPH Asia 2009.

- ☐ Please, contact us for more details.

5. Describe the product and/or services to be displayed:
6. Acceptance:

Upon acceptance, if any, of this application by the Association for Computing Machinery (ACM) (in its sole discretion), Exhibitor and ACM agree to be bound by the Terms, Conditions and Rules set forth, including those of the reverse side hereof, in the General Information for Exhibitors, in the Exhibitor Manual, and in any correspondence outlining revised booth location or exhibit space size, all of which are incorporated herein and made a part of this Contract.

Exhibitor agrees to prepare an exhibit of its products or services which shall be directly pertinent to the function of industry represented by the Exhibition specified above, and as approved by ACM.

The undersigned parties confirm that they have authority to enter into this Contract and hereby agree to the terms set forth herein.

EXHIBITOR'S AUTHORIZED SIGNATURE

NAME TITLE DATE

This Application shall not be accepted, and shall not be binding upon ACM until executed below by its authorized representative, if ever, at which time it shall become a binding Contract between the parties hereto.

By: Association For Computing Machinery, Inc. / ACM SIGGRAPH Program Director

DATE

For Exhibition Management Use Only

Date Application Received

By

Booth Number Allocated

Remarks



Sponsored by ACM SIGGRAPH



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Shell Scheme Specification

1. Standard Shell Scheme

Booth Area	9-12 sqm	15 sqm	18-21 sqm
Wall Panels	on all closes sides		
Carpet	total stand area		
Slot-in Fascia Board with Company Name & Stand Number (English and/or Japanese)	on all open sides (aisle facing)		
Reception Counter	1	1	2
Square Table	1	1	2
Folding Chairs	3	3	6
Spotlight (100w)	3	4	6
Power point (1.0kw)	1	1	2
Waste Paper Basket	1	1	1

2. Premium Shell Scheme

Booth Area	18 sqm	27 sqm	36 sqm
Wall Panels	on all closes sides		
Carpet	total stand area		
Slot-in Fascia Board with Company Name & Stand Number (English and/or Japanese)	on all open sides (aisle facing)		
Logo on Signage	1	1	2
Reception Counter	1	1	2
Square Table	1	2	2
Folding Chairs	4	7	8
Spotlight (100w)	6	7	12
Spotlight for Logo Signage	2	2	4
Power point	1	2	2
Waste Paper Basket	1	1	2



Pictures are for illustrative purposes only



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RULES GOVERNING EXHIBITION

1. Sponsor: Principal Purpose

The word "Sponsor" as used herein shall mean the Association for Computing Machinery, Inc. or by its officers or committees or agents or employees acting for it in the management of the Exhibition. The Association for Computing Machinery (hereinafter, called ACM) a not-for-profit educational, scientific and technical society organized to provide a mechanism for promoting interchange between the various disciplines represented within the processing community. As such, it sponsors Conferences and Exhibitions as one means of accomplishing this end. The main purpose of these Conferences and Exhibitions is educational and the Exhibition staged in conjunction with the Conference is a vital element of this educational process.

SIGGRAPH Asia 2009 and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the Conference, and will conduct themselves accordingly. Selling is allowed on the show floor however, exhibitors are required by state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

2. Application Fee and Deposit

- A. A non-refundable application fee ("Application Fee") equal to 10%, together with any other sums due pursuant to number 3 below, of the total rental amount is due on the application date. The application date is the date on which the Application for Exhibit Space is received by Koelnmesse Pte Ltd, as noted below in the area designated "For Exhibition Management Use Only."
- B. In the event that Koelnmesse Pte Ltd receives this application by fax, Koelnmesse Pte Ltd may, in its sole discretion, reserve exhibit space for Exhibitor, subject to the terms of the following sentence. If the original Application, accompanied by the Application Fee and any other sums due pursuant to number 3 below, is not received by Koelnmesse Pte Ltd within seven (7) business Days of receipt by Koelnmesse Pte Ltd of the faxed Application, the Exhibition Space(s) reserved for Exhibitor, if any, shall be released without notice to Exhibitor.
- C. Upon assignment of the appropriate exhibit space(s) as designated by Koelnmesse Pte Ltd insertion of assigned exhibit space(s) ("Assigned Exhibit Space(s)") on Page 1, and ACM's approval thereof, signified by ACM's signature on Page 1 ("Acceptance"), the Application Fee will be converted to a 10% non-refundable deposit and the Application will be deemed accepted by ACM, subject to the terms and conditions contained herein and in the Exhibitor Contract attached hereto.

THIS APPLICATION SHALL NOT BE ACCEPTED BY ACM AND SHALL NOT BE BINDING ON ACM UNTIL SUCH TIME, IF EVER, AS SIGNED ON THE REVERSE SIDE, BY A DULY AUTHORIZED REPRESENTATIVE OF ACM.

3. Payment Terms and Schedule

Terms of payment due are described in the following paragraphs, and are determined by the application date, as defined in number 2 above.

- A. For applications RECEIVED on or before 15 February 2009—10% non-refundable deposit due with submission of the Application (refer to Paragraph 2 above); 40% of total rental amount due on or

before 15 February 2009; 50% of total rental amount due on or before 15 July 2009.

- B. For Applications RECEIVED after 15 February 2009 but on or before 15 July 2009—50% of total rental amount due with submission of this Application (refer to number 2 above). 50% of total rental amount due on or before 15 July 2009.
- C. For Applications RECEIVED after 15 July 2009—100% of total rental amount due with submission of this Application (refer to Paragraph 2 above).

4. Cancellations, Withdrawals and Changes in Exhibit Space(s).

- A. If exhibitor fails to pay according to the Terms and Payment Schedule specified in Paragraph 3 above, the exhibit space(s) reserved for Exhibitor shall be released without notice to Exhibitor and Exhibitor shall remain liable to ACM for the total rental amount, which shall become immediately due and payable to ACM.
- B.1. If Exhibitor cancels its participation on or before 15 February 2009, ACM will retain the 10% deposit.
2. If Exhibitor cancels its participation after 15 February 2009 but on or before 15 July 2009, ACM will retain the 10% deposit and the 40% payment, and Exhibitor shall remain liable for, and shall pay to ACM, any balance due at the time of cancellation.
3. If Exhibitor cancels its participation after 15 July 2009 or fails for any reason whatsoever to utilize the exhibit space(s), such cancellation or failure to utilize space shall be considered a default on Exhibitor's part, and Exhibitor shall remain liable for, and shall pay to ACM, the total (100%) rental amount (including any balance due at the time of cancellation) of its exhibit space.
4. Any notice of cancellation to be given hereunder is required to be in writing to Koelnmesse Pte Ltd and shall not be effective until such cancellation notice is received by Koelnmesse Pte Ltd. No cancellation shall relieve Exhibitor of its obligation to pay ACM any sums due to ACM prior to the effective date of such cancellation.
- C.1. If a written request to change (downsize) the assigned exhibit space(s) is received by Koelnmesse Pte Ltd before 15 February 2009, ACM will retain the 10% deposit for the original exhibit space(s). No portion of the deposit for the original exhibit space(s) will be applied to the replacement exhibit space(s), and Exhibitor is liable for the total rental amount of the replacement exhibit space(s). Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM's sole discretion.
2. If a written request to change (downsize) the assigned exhibit space(s) is received by Koelnmesse Pte Ltd after 15 February 2009 and on or before 15 July 2009 ACM will retain the 10% deposit and the 40% payment of the original square footage, and Exhibitor shall remain liable for, and shall pay ACM, any balance due at the time of the change (downsize).
3. If a written request to change (downsize) the assigned exhibit space(s) is received by Koelnmesse Pte Ltd after 15 July 2009 Exhibitor shall remain liable for the total rental amount (including any balance due at the time the request for downsizing is received) of its original square footage, and ACM shall be entitled to retain all sums previously paid. Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM's sole discretion.

D. If written request to change the assigned exhibit space(s) by means of an increase in size is received by Koelnmesse Pte Ltd at any time, Exhibitor is liable for, and shall pay to ACM, any payment of balance due on the rental amount of the replacement exhibit space(s) at the time the request for the increase in size is received. Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM's sole discretion.

E. Upon failure of Exhibitor to pay any rental amounts as set forth above, or upon receipt by Koelnmesse Pte Ltd of the cancellation notice, as set forth above, ACM shall have the right to assign to a third party the exhibition space(s) previously assigned to Exhibitor without further obligation to Exhibitor. Any sums received from such third party shall not reduce sums due to ACM from Exhibitor hereunder.

F. Nothing contained herein shall limit, restrict or otherwise derogate from the rights ACM may have, at law or equity, all of which are hereby, expressly reserved.

G. No waiver by ACM of any default of Exhibitor (including, without limitation, their failure to pay according to the foregoing schedule) shall operate as a waiver of any subsequent default by Exhibitor.

5. Sub-Leasing

Exhibitor may not sublet his/her space, not any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his/her own name, except where such articles are required for the proper demonstration of operation of Exhibitor's display. Exhibitor may not permit in his/her booth non-exhibiting companies' representatives. Rulings of ACM and Koelnmesse Pte Ltd shall in all instances be final with regard to use of any exhibit space.

6. Eligible Exhibits

ACM has the sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

7. Limitation of Liability

Neither the Association for Computing Machinery, nor Koelnmesse Pte Ltd, nor the Pacifico Yokohama, nor the city of Yokohama, nor any of their officers, agents, employees, or other representatives, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. The Exhibitor shall indemnify, defend and protect ACM, Koelnmesse Pte Ltd, the Pacifico Yokohama and the city of Yokohama harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on the part of the Exhibitor or any of its officers, agents, employees or their representatives.

8. Insurance Requirements

All exhibitors participating in the SIGGRAPH Asia 2009 Exhibition are advised to obtain a general public liability insurance in the amount of US one million dollars (US\$1,000,000) per occurrence. ACM SIGGRAPH and Koelnmesse Pte Ltd. shall be named as additional insureds on the general liability policy. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best rating of A- or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

9. Installation-Showing-Dismantling

Hours and dates for installation, showing, and dismantling shall be those specified by Koelnmesse Pte Ltd. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of the dismantling period specified by Koelnmesse Pte Ltd.

10. Damage to Property

Exhibitor is liable for any damage caused to building floors, wall, or columns, or to standard booth equipment, or to other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.

11. Alcoholic Beverages

The use of alcoholic beverages in the exhibit hall is prohibited.

12. Attendance

Koelnmesse Pte Ltd shall have sole control over admission policies at all times.

13. Exhibitors Representatives' Responsibility

Exhibitor agrees to indemnify ACM and Koelnmesse Pte Ltd against and hold harmless for any claims arising out of the acts or negligence of Exhibitor, his/her agents or employees.

14. Failure to hold Exhibition

Except as the Exhibitor's rental obligations may be modified as set forth in number 4 above, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor because of the failure of an exhibit to arrive for any reason, or cancellation by ACM of the Exhibition, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of nature, or any other reason of any kind whatsoever not within ACM control.

15. Rejected Displays

Exhibitor agrees that his/her exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules herein laid down. Koelnmesse Pte Ltd reserves the right to reject, eject, or prohibit in whole or in part, or Exhibitor or his/her representatives, with or without giving good cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

16. Safety Devices

Exhibitor agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of equipment.

17. Amendment to Rules

Any matters not specifically covered by the proceeding rules shall be subject solely to the decision of Koelnmesse Pte Ltd. These rules may be amended at anytime by Koelnmesse Pte Ltd, and all amendments so made shall be binding on Exhibitor equally with the foregoing rules and regulations.

18. Agreement to Rules

Exhibitor, for himself/herself and his/her employees, agrees to abide by the foregoing rules and by any amendments that may be put into effect by ACM and Koelnmesse Pte Ltd.

19. Governing Policies, Regulations and Laws

All actions undertaken under this Contract shall be consistent with the constitution, bylaws, and policies of the ACM, and with applicable sections of the not-for-profit law and regulations of the State of New York and of the federal government. This contract will be construed under and in accordance with the laws of the State of New York applicable to contracts made and wholly performed in that State.