



SIGGRAPH ASIA 2011 HONG KONG

The 4th ACM SIGGRAPH Conference and Exhibition on Computer Graphics and Interactive Techniques in Asia

Conference: 12-15 December 2011 • **Exhibition:** 13-15 December 2011

Hong Kong Convention and Exhibition Center

www.SIGGRAPH.org/ASIA2011

EXHIBITOR APPLICATION/CONTRACT FOR EXHIBIT SPACE

The undersigned (hereafter, called the "Exhibitor") hereby applies for space in the 4th ACM SIGGRAPH Conference and Exhibition in Asia (hereinafter, called "SIGGRAPH Asia 2011") sponsored by the Association for Computing Machinery's (hereinafter, called ACM) Special Interest Group on Computer Graphics and Interactive Techniques. The exhibition management agent is Koelnmesse Pte Ltd incorporated pursuant to the laws of the Republic of Singapore and registered under registration number 20020827C and with its principal place of business at 152 Beach Road, #25-05 Gateway East Singapore 189721.

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 CHECKS PAYABLE:
Koelnmesse Limited

FOR WIRE TRANSFER
BANK NAME:
The Hongkong & Shanghai Banking
Corporation Limited

BANK ADDRESS:
Tsim Sha Tsui Branch
G/F., No. 82-84 Nathan Road, Tsimshatsui,
Kowloon, Hong Kong

ACCOUNT NAME:
Koelnmesse Limited

ACCOUNT NUMBER:
636-293169-838

SWIFT CODE:
HSBCHKHHKHH

MAIL CHECKS AND APPLICATIONS TO
SIGGRAPH Asia 2011
Exhibition Management
Koelnmesse Pte Ltd
152 Beach Road
#25-05 Gateway East
Singapore 189721

1. Exhibit Space Rental:

We order the following exhibit space at the price of:

- ☐ HKD 2600/square meter SPACE ONLY by 31 July (min. 18 sqm)
- ☐ HKD 3200/square meter SPACE ONLY from 1 August (min. 18 sqm)
- ☐ HKD 2900/square meter SHELL SCHEME by 31 July (min. 9 sqm)
- ☐ HKD 3500/square meter SHELL SCHEME from 1 August (min. 9 sqm)
- ☐ HKD 3200/square meter PREMIUM SHELL SCHEME by 31 July (min. 18 sqm)
- ☐ HKD 3800/square meter PREMIUM SHELL SCHEME from 1 August (min. 18 sqm)

SPACE IN TOTAL SQM: _____ (space in total must be divisible by three)

**A 10% non-refundable deposit is required with this application. Applications received from 1 May 2011 must include a 50% deposit. Applications received from 1 August 2011 must include full payment. See paragraphs 2 and 3 on reverse side for 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:

Please specify booth numbers in order of preference:

1. _____ 2. _____

_____ METER DEEP X _____ METER WIDE (frontage) = _____ (total square meter)

TOTAL SQUARE METERS	TOTAL AMOUNT (HKD)	Deposit (HKD)
_____ x HKD/sqm	_____ HKD	_____ HKD

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 2011.

- ☐ 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 Koelnmesse Pte Ltd, Exhibitor and Koelnmesse Pte Ltd agree to be bound by the Terms, Conditions and Rules set forth, including the General and Special Conditions of Participation, 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 Koelnmesse Pte Ltd.

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



Sponsored by ACM SIGGRAPH



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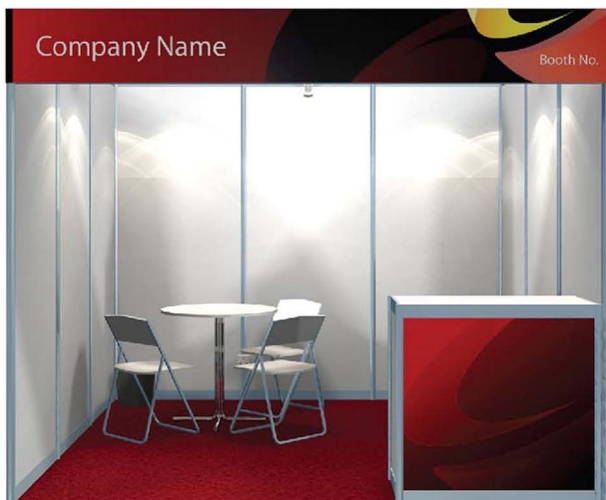
Shell Scheme Specification

1. Standard Shell Scheme

Booth Area	9 sqm	18 sqm	27 sqm
Wall Panels	on all closed sides		
Needle Punch Carpet	total stand area		
Fascia Board with Company Name & Stand Number	on all open sides (aisle facing)		
Information Counter with graphic attached on front side	1	1	1
Table	1	2	3
Folding Chairs	3	5	7
Spotlight (100w)	3	6	9
Power Point (220v)	1	2	3
Waste Paper Basket	1	1	1

2. Premium Shell Scheme

Booth Area	18-35 sqm	36 sqm
Wall Panels	on all closed sides	
Needle Punch Carpet	total stand area	
Slot-in Fascia Board with Company Name & Stand Number	on all open sides (aisle facing)	
Logo on Fascia Board	1	2
Information Counter (1500×500×1000mmH)	1	1
Table	1	2
Leather Chairs	4	8
Spotlight (100w)	6	12
Spotlight for Logo Signage	2	4
Power Point (220v)	2	4
Waste Paper Basket	1	1
Showcase (500×500×2000mmH)	1	1
Slope Shelf	2	4
Bar Stool	1	1





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SPECIAL CONDITIONS OF PARTICIPATION

1. Principal Purpose

Exhibitors should display and promote products and services that target the computer graphics and interactive techniques industry and academia at large. Selling is allowed on the show floor however, exhibitors are required 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, the Application Fee will be converted to a 10% non-refundable deposit and the Application will be deemed accepted by Koelnmesse Pte Ltd, subject to the terms and conditions contained herein and in the Exhibitor Contract attached hereto.

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 before 1 May 2011 — 10% non-refundable deposit due with submission of the Application (refer to Paragraph 2 above); 40% of total rental amount due from 1 May 2011; 50% of total rental amount due from 1 August 2011.
- B. For Applications RECEIVED from 1 May 2011 but on or before 1 August 2011—50% of total rental amount due with submission of this Application (refer to number 2 above).
- C. For Applications RECEIVED from 1 August 2011—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 Koelnmesse Pte Ltd for the total rental amount, which shall become immediately due and payable to Koelnmesse Pte Ltd.
- B. i. If Exhibitor cancels its participation from 1 May 2011, Koelnmesse Pte Ltd will retain the 10% deposit.
ii. If Exhibitor cancels its participation after 1 May 2011 but before 1 August 2011, Koelnmesse Pte Ltd will retain the 10% deposit and the 40% payment, and Exhibitor shall remain liable for, and shall pay to Koelnmesse Pte Ltd, any balance due at the time of cancellation.

iii. If Exhibitor cancels its participation from 1 August 2011 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 Koelnmesse Pte Ltd, the total (100%) rental amount (including any balance due at the time of cancellation) of its exhibit space.

iv. 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 Koelnmesse Pte Ltd any sums due to Koelnmesse Pte Ltd prior to the effective date of such cancellation.

- C. i. If a written request to change (downsize) the assigned exhibit space(s) is received by Koelnmesse Pte Ltd before 1 May 2011, Koelnmesse Pte Ltd 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 Koelnmesse Pte Ltd sole discretion.
- ii. If a written request to change (downsize) the assigned exhibit space(s) is received by Koelnmesse Pte Ltd from 1 May 2011 and before 1 August 2011 Koelnmesse Pte Ltd will retain the 10% deposit and the 40% payment of the original square footage, and Exhibitor shall remain liable for, and shall pay Koelnmesse Pte Ltd, any balance due at the time of the change (downsize).
- iii. If a written request to change (downsize) the assigned exhibit space(s) is received by Koelnmesse Pte Ltd from 1 August 2011 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 Koelnmesse Pte Ltd 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 Koelnmesse Pte Ltd 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 Koelnmesse Pte Ltd, 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 Koelnmesse Pte Ltd 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, Koelnmesse Pte Ltd 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 Koelnmesse Pte Ltd from Exhibitor hereunder.
- F. Nothing contained herein shall limit, restrict or otherwise derogate from the rights Koelnmesse Pte Ltd may have, at law or equity, all of which are hereby, expressly reserved.
- G. No waiver by Koelnmesse Pte Ltd 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 and Koelnmesse Pte Ltd have the sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

7. Limitation of Liability

Neither the ACM, nor Koelnmesse Pte Ltd, nor the Hong Kong Convention and Exhibition Center, nor the Special Administrative Zone of Hong Kong, 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 Hong Kong Convention and Exhibition Center and the Special Administrative Zone of Hong Kong 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 2011 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 insured 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 or Koelnmesse Pte Ltd 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 the organizer's and owner's 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 forgoing rules and by any amendments that may be put into effect by ACM and Koelnmesse Pte Ltd.

19. Governing Policies, Regulations and Laws

- i. All actions undertaken under this Contract shall be consistent with the constitution, bylaws, and policies of the ACM and Koelnmesse Pte Ltd. The Special Conditions of Participation apply together with the Koelnmesse General Conditions of Participations for Trade Fairs outside Germany. The regulations stipulated in the Special Conditions of Participation shall prevail over the regulations stipulated in the Koelnmesse General Conditions of Participations for Trade Fairs outside Germany should there be a conflict between both.
- ii. Singapore in which the exhibition management agent is registered is the place of fulfillment for the exhibitor's payment obligations, regardless of the legal ground.
- iii. Singapore in which the exhibition management agent is registered is the place of jurisdiction, provided the exhibitor is a merchant, a legal person governed by public law, or a special asset regulated by public law. This also applies to processes relating to documents, notes, and checks. The organizer may also assert claims at the court of the city in which the event is held or where the exhibitor or opposing party is registered or based.
- iv. Singapore law and the English text of these Conditions of Participation apply to all contractual relationships between the exhibitor and the exhibition management agent.
- v. The contract is subject to Singapore law.