

TERMS AND CONDITIONS



EU-VIETNAM BUSINESS NETWORK FOOD & BEVERAGE TRADE MISSION TO VIETNAM - HO CHI MINH CITY & HANOI 29 JANUARY – 3 FEBRUARY 2018

1. Terminology

In these Terms and Conditions, the following terms shall be defined as below:

“**Registration Form**” means the prescribed form on which the Participant has made registration to the Organizer in order to be selected to participate in the Trade Mission.

“**Confirmation Letter**” means the official letter sent by the Organizer to the Participant confirming that the Participant has been selected to participate in the Trade Mission.

“**Organizer**” means the EU-Vietnam Business Network (EVBN) as identified in the Registration Form.

“**Participant**” means any firm, company or their representative person(s), who has made application for and who has been selected to participate in the Trade Mission.

“**Participation Fee**” means the amount to be defined on the Confirmation Letter depending on the number of representatives to be sent by the Participant to the Trade Mission. The Participation Fee covers the services and logistical arrangements provided by the Organizer to the Participant during the Trade Mission.

“**Trade Mission**” means the Food & Beverage Trade Mission from January 29th to February 3rd, 2018 in Ho Chi Minh City and Hanoi as detailed in the Registration Form.

2. Registration

2.1 Registration for participating in the Trade Mission must be on the Organizer’s official Registration Form and must (if so required) contain the information of the Participant corporate details, business interests and expectation from the Trade Mission.

2.2 Upon being selected to participate in the Trade Mission, the Participant will receive a Confirmation Letter and a Debit Note specifying the total amount of the Participation Fee to be paid by the Participant and the due date for such payment. The Participation Fee must be paid to the Organizer’s designated bank account before the payment deadline as stated in the Confirmation Letter. Should the Participant fail to pay the Participation Fee within the deadline, the Organizer shall have the right to transfer the granted participation to another applicant and the application shall be deemed to have been rejected. The Organizer may at its sole discretion approve for the Participation Fee to be paid at a later date. Such approval must be in writing and must be obtained prior to the requested payment date.

2.3 Upon the Participant’s timely and full payment of the Participation Fee, the Registration Form signed by the Participant and the Confirmation Letter shall form the contract between the Organizer and the Participant of which these Terms and Conditions shall be an integral part.

3. B2B Meetings

Every effort shall be made to accommodate the Participant’s requests relating to their tailored B2B agenda. However, the Organizer shall neither guarantee a specific number of meetings nor be held responsible for the prospects and/or outcomes of the business talks engaged between the Participant and the potential partners.

4. Payment of Participation Fee

4.1 Payment method: by bank transfer to the following bank account:

ACCOUNT NAME	: CCIFV - EVBN
ACCOUNT NUMBER	: 00060.002160.005.61 – EURO
BANK NAME	: BNP PARIBAS HO CHI MINH CITY BRANCH
BANK ADDRESS	: SUITE 504, SAIGON TOWER, 29 LE DUAN BLVD, DIST. 1, HO CHI MINH CITY, VIETNAM
SWIFT CODE	: BNPAVNVN



4.2 In the event the Participant fails to meet any payment obligations (whether as to the amounts or the date of payment) then the Organizer reserves the right to cancel its contract with the Participant and the provisions of Clause 5 below relating to cancellation charges shall apply.

5. Cancellation and no-show

5.1 Cancellation

If the Participant wishes to cancel its participation at any time prior to the Trade Mission, then it shall serve a written notice to the Organizer stating the reasons for such cancellation following which the cancellation charges defined in the table below shall apply.

Time of cancellation (prior to the Trade Mission)	Cancellation charge (% of the Participation Fee)
6 weeks or more	75%
less than 6 weeks	100%

5.2 No-show

If for any reason the Participant fails to show up at the Trade Mission, he shall immediately inform the Organizer in writing stating the reason for such absence following which the Organizer and the Participant may discuss further arrangements. Failing to serve such written notice, the Participant shall be deemed as having unilaterally cancelled his participation at the Trade Mission in which case the Participant shall forfeit the total amount of the Participation Fee.

5.3 The cancellation/no-show charges may be deducted from the amount paid up by the Participant. Any balance shall be returned without interest. If the monies already paid up by the Participant are insufficient, the Participant shall forthwith pay to the Organizer the balance of the cancellation/no-show charges.

5.4 The Participant hereby acknowledges that the above amounts represent reasonable compensation for the costs incurred by the Organizer as a result of the Participant's cancellation/no-show.

6. Undesirable Activities

If the Organizer has reasonable grounds to believe that the Participant or any persons associated with the Participant may be engaged in activities which are deemed to be contrary to the best interest of the Trade Mission or which are unethical or in breach of the law, the Organizer may cancel the representation of the Participant and require him or such persons forthwith to vacate the Trade Mission venue and refuse the Participant the right to participate further in the Trade Mission.

7. Insurance

The Participant shall ensure that during the Trade Mission he has full indemnity insurance against the usual risks in respect of all loss, damage or injury to his goods/products and/ or personnel.

8. Cancellation or change to the location or date of the Trade Mission

8.1 The Organizer has the right to cancel, relocate or change the date of the Trade Mission or reduce the planned agenda of the Trade Mission. In case of cancellation, the Organizer shall furnish the Participant a refund which shall be such proportionate share of the balance of the aggregate Participation Fee received by the Organizer in relation to the Trade Mission plus any expenses incurred by the Participant in preparation for the Trade Mission.

8.2 The Organizer hereby acknowledges that in the event any of the circumstances referred to in Clause 8.1 occurs the Participant shall be entitled to reasonable refunds, damages or expenses as a compensation for the cancellation of the Trade Mission or any changes to the Organizer's covenants under these Trade Mission Terms and Conditions.

9. Default and Participant's Insolvency

If the Participant breaches or fails to perform/observe any obligations or restrictions set out in these Terms and Conditions, or if the Participant becomes bankrupt, commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed

in respect of any of its assets or enters into any composition with his creditors generally or has a petition preserved for the making of an administration order or has an order made or resolution passed for it to be wound up (other than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then the Organizer shall be entitled without notice to the Participant to terminate its contract with the Participant forthwith and the provisions of Clause 5 above relating to the cancellation shall apply.

10. Limitations of Liability

- 10.1 The Organizer, its employees or agent shall not be liable for any loss, theft, damage or injury to person or property suffered by the Participant, its employees, agents or contractors.
- 10.2 Information given by the Organizer about the Trade Mission is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organizer and therefore any innocent mistake or omission shall not entitle the Participant to any compensation whatsoever.

11. Indemnity

- 11.1 The Participant hereby fully and effectually indemnifies the Organizer against all costs, claims, demands, proceedings and losses whatsoever made against or incurred to the Participant. The Participant also fully and effectually indemnifies the Organizer against any claim made by any contractor or agent appointed by the Organizer as a result of a failure on the part of the Participant, his agents, contractors or employees to perform in any way any contract entered into by the Participant with such contractors or agents.
- 11.2 The Participant shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organizer, the proprietors or managers of the Trade Mission venue or any municipal or any other competent authority. The Participant hereby fully and effectually indemnifies the Organizer against any claim or charges made by any party as a result of a failure to observe this provision on the part of the Participant, his agents, contractors or employees.
- 11.3 If the Participant is a limited company, the directors of the Participant hereby undertake to fully and effectually indemnify and keep indemnified the Organizer, its employees, agents and contractors against all costs, claims, demands, proceedings and losses for which the Organizer or its employees, agents and contractors may become liable in consequences of damage or injury to any personal or other property occasioned by or arising out of the act, default or negligence of the Participant, its employees or agents or any person under its direction or any independent contractor engaged by it.

12. Governing Law and Jurisdiction

These Terms and Conditions shall be construed in accordance with Vietnamese Law and the Participant hereby submits to the exclusive jurisdiction of the Vietnamese courts.

I AGREE on the above Terms and Conditions

Signature: *(*Full name with stamp of the company*)*

Date: _____/_____/_____