

WAVES

WORLD AUDIO VISUAL &
ENTERTAINMENT SUMMIT

Come, sail with us 

5th to 9th February 2025
New Delhi, India

TERMS & CONDITIONS

FOR OFFICE USE ONLY

DATE:

CONTRACT NUMBER:

INVOICE NUMBER:

TERMS & CONDITIONS

I/We hereby apply to the 1st edition of World Audio Visual Entertainment Summit - 2025 (hereinafter WAVES- 2025) to exhibit at the event scheduled from 5th to 9th February 2025 at Bharat Mandapam, New Delhi, India.

I/We understand and agree that by this application, I/We agree to abide fully and unreservedly with the Terms and Conditions on the face and reverse hereto and the Exhibition Regulations as contained in the exhibitor manual, a copy of which will be uploaded on the WAVES 2025 – www.nfdc.com and wavesindia.org. Any amendments and additions to the Regulations may be imposed by NFDC at its discretion from time to time. These regulations are deemed to be an integral part of this contract. In the event of Exhibitor Individually or being in Partnership/Joint Venture, then I/we being the representative, deemed to have obtained the consent of all the individual participants to all the conditions of this contract.

[Note: Short Title - Hereinafter, the organizer is mentioned as National Film Development Corporation (NFDC) in this document].

1. ORGANISER

National Film Development Corporation

(A Government of India Enterprise)

National Film Development Corporation,
401, 4th floor, Soochna Bhawan, Phase 1,
C.G.O Complex, Lodhi Road,
New Delhi 110003

Tel: +91 11243 69462/ 63

Fax: +91 11243 68011

Email ID: ceo@wavesindia.org

2. VENUE, DATE & TIMING

1st edition of WAVES - 2025 is scheduled for five days from 5th to 9th February 2025 at Bharat Mandapam, Pragati Maidan, Delhi, India. The Inaugural and Valedictory function including plenary session for WAVES 2025 will be held at Bharat Mandapam, Pragati Maidan, Delhi & Conferences/Seminars will be held at WAVES-25 venue viz Bharat Mandapam, Pragati Maidan, Delhi. The timings of the exhibition will be as follows:-

(a)	Inauguration (by Invite)	5th February 2025
(b)	Business Days	5th to 7th February 2025 (10:00 - 17:30 hrs)
(c)	Public Days	8th & 9th February 2025 (10:00 - 17:30 hrs)

A company/organization/association booking the space for participation will be termed as an Exhibitor.

3. PARTICIPATION CHARGES *(Charges for Space per square meter + GST)

MSMEs will be given a 50% discount for booking 9/12 Sqm shell space at time of making 100% payment. However, MSMEs booking space greater than 12 Sqm will not be eligible for any discount. MSMEs are to submit proof of MSME to avail the discount which will be given post verification of documents with UAM No.

– For Bookings up to 30th November 2024

Type of Participants	Indoor Shell (Std)	Raw Space
Exhibitor (in INR)	20,000/-	15,000/-

– For Bookings from 1st December 2024 to 31st January 2025

Type of Participants	Indoor Shell (Std)	Raw Space
Exhibitor (in INR)	25,000/-	20,000/-

Charges for space will be per square meter plus GST

3.1 REGISTRATION FOR SPACE BOOKING

Interested participants must register online on the official WAVES 2025 website before booking space and paying the registration fee. All payments will be made online through the official website. Registration fee once paid will be non-refundable unless the Organisers are unable to provide required space due to complete sale of space. The exhibitor agrees and understands that, upon allocation of the requested space at no instance the allocated space will be reduced in size or part allotted to another exhibitor. Splitting of space by the exhibitor with another company is not permissible. However, allocation of space within a country pavilion or sharing of space between co-exhibitors is permissible with due concurrence of the Organiser. Co-exhibitors are to preserve the minimum space criterion of 12 sqm.

Registration Charges: Non-refundable registration fee of INR 30,000 (inclusive of 18% GST) will be charged towards exhibitor registration of companies, which would be adjusted against space booking charges. If no space is booked by the exhibitor then registration fee would be forfeited. "Any Subsidiary/ Division of Company/ Exhibitor will be considered a part of the Principal exhibitor. However, each Subsidiary/ Division will be enrolled separately under the Principal's login free of charge".

The participants upon payment of registration fee shall ipso facto become a contract binding on the Exhibitor and the Organisers (NFDC/WAVES) on the Terms and Conditions contained herein and in the Exhibition Regulations. On any failure to comply with payment terms, the Organisers reserve the right to cancel the contract and to deny access into the exhibition area to such exhibitors.

3.2 CONFERENCE HALL

Hall	Cost INR plus GST
Conference Hall (50 seater)	3,00,000/-

Rate for Business Tables

B2B Table	Cost for 1 hour in INR plus GST	Cost for 2 hours in INR plus GST
8 PAX	15,000	20,000
12 PAX	20,000	25,000

***Goods and Services Tax (GST) @ 18% will be extra applicable on above**

Note:-

- (a) The shell space (9/12 sq. mtr.) and raw space can be booked subject to a minimum area of 9 sqm.
- (b) Shell-space (Std) will include three sides, partition, fascia name, floor covering, five lights, one 5/15 AMP socket, one trash bin, one table and three chairs in 9/12 sqm with carpeting.
- (c) In case Online Payment Gateway Service Provider or Bank imposes any taxes or charges over and above the booking amount, the same shall be borne by the exhibitor/client/person using such a service and shall make payment as per applicable charges to NFDC.
- (d) **Subletting:** The Exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of his site, whether for financial consideration or otherwise. The Exhibitor must, if he is an agent, distributor or licensee, state at the time of contract or through Exhibitor Manual forms, the names of the principals to be represented. This does not prohibit an Exhibitor displaying the products of a principal for whom he becomes an agent, distributor or licensee after the time of contract, with the prior written permission of NFDC and after paying relevant charges, if/as applicable. However, if the Exhibitor brings in a Co-exhibitor with them, the exhibitor shall have to register their Co-exhibitor after paying the registration fee for the Co-exhibitor in addition to their registration fee. If any exhibitor is found to have defaulted, the exhibitor shall have to pay double the rate of their rental charges as penalty at the maximum rates of the space allotted. Any Subsidiary/Division of Company/Exhibitor will be considered as part of the Principal exhibitor. However, each Subsidiary/Division will be enrolled separately under the Principal's login free of charge.
- (e) **Penalty:** Any company/ exhibitor(s) found subletting or facilitating display of other exhibitors products/ promotional material including on digital media within their space will attract a penalty of INR 10 Lakhs plus GST.

- (f) **Discount for Bulk Booking:**
- i.* Booking of 300 - 499 sqm. : 2%
 - ii.* Booking of 500 - 699 sqm. : 3%
 - iii.* 700sqm. and above : 5%

SPACE BOOKING AND PAYMENT TERMS

Space booking by the same company in multiple Halls / multiple spaces is not permitted except if the spaces are adjoining and the Exhibitor requires a larger Raw space in multiples of adjoining blocks/ adjoining aisle space. It will be provisionally blocked and confirmed thereafter with 100% payment within seven (07) days of provisional blocking. Application for participation is required to be submitted online through the official website www.nfdc.com and wavesindia.org along with the Full payment as per the Terms and Conditions. Registration and booking of exhibitor space will be allotted on a first come - first serve basis. NFDC reserves the rights to reassign space at its discretion and will be binding on the exhibitors.

4. PAYMENT SCHEDULE

- (a) The payment schedule for space booking is as follows:
- (i)* **Payment for Space booked up to 30th November 2024.** 100% of the space charges are to be paid within 7 days of making provisional booking, else provisional booking will get auto-cancelled by the system and space would be made available for other exhibitors. All payments as per space charges for bookings up to **30th November 2024** are to be received by NFDC/ WAVES on or before **30th November 2024**.
 - (ii)* **Payment for bookings made from 1st December 2024 to 31st January 2025.** 100% of the space charges are to be paid within 7 days of making provisional booking as per the booking rates w.e.f **1st December 2024**, else provisional booking will get auto-cancelled by the system and space would be made available for other exhibitors. Payment received after **31st January 2025** will attract a penalty of 5% of the total amount for space up to **4th February 2025**.
- (b) All sums payable under this contract shall be paid together with the addition of Goods and Services Tax (or other such government tax or levy) as is legally payable on those sums. Currently, the applicable Tax is 18% GST of the total Invoice value. The total cost represents only the payment for the site, details of which will be mentioned in the invoice sent by NFDC/ WAVES. All other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto. These additional services include, and are not limited to electricity, horticulture, telephone, internet, security etc. Exhibitors will not be allowed to occupy their space or stands if the payment terms specified in the contract are not followed. These terms cannot be varied under any circumstances.

(c) **Hall Layouts and Stand numbering Plans**

Stand numbers and dimensions given on the exhibition layout plan are only for reference purposes and should not be used for any publicity purposes. NFDC/WAVES reserves the right to change the numbering plan and/or alter the layout plans at any given time.

(d) **Catalogue Entry Charges**

Each exhibitor will be entitled free catalogue entry (excluding LOGO) up to 150 words. Exhibitors can also get the name of their collaborator / principal / agent / Group Company included in the directory provided they fall in the same line of business. However, for additional entry, an amount of INR 1000 will be charged. Exhibitors who wish to list more than 150 to 300 words including full color LOGO are required to pay INR 2000 for catalogue entry, respectively. This payment will be made along with space booking charges.

5. CANCELLATION OF BOOKED SPACE

Without prejudice to the rights and remedies available under this contract and in the event of NFDC/WAVES agreeing in writing to any Exhibitor's written request for release from the contract, the Exhibitor will be liable for all or any part of the cost as stated in the contract and shall be on the following scale:-

- (a) 25% Cancellation charges of total space charges including GST up to **30th November 2024**.
- (b) 50% Cancellation charges of the total space charges including GST up to **31st December 2024**.
- (c) 100% cancellation charges of the total space charges including GST w.e.f **1st January 2025**.

These terms cannot be varied under any circumstances.

6. FAILURE TO EXHIBIT

1. Any exhibitor or firm which, having entered into the contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor's own choice and has not been released from the contract by NFDC/WAVES shall be liable for payment of the full amount stated in the contract plus any additional costs incurred by NFDC/WAVES as a result of such failure to exhibit.

2. NFDC/WAVES will not be liable in any way in the event of Immigration Authorities or any other Govt. Security Agency preventing the attendance of any personnel at the exhibition.

7. LIMITATION OF LIABILITY AND INDEMNITY

(a) To the extent permissible under the Indian law, NFDC/WAVES, its CEO, Directors, officers, employees, workers or agents shall not be liable for:-

(i) The safety of Exhibitor, its staff, workers, agents, contractors or invitees during the exhibition;

(ii) Any damage to or loss of exhibits, articles or other property of whatever kind brought into the exhibition by Exhibitor, its staff, workers, agents, contractors or invitees or members of public ; or

(iii) Any other damages or loss (including, without limitation to, loss of good will or business profits, interruption due to work stoppage, data loss, computer failure or malfunction, and all other commercial damages/losses exemplary/ aggravated/ punitive in nature or such similar damages whether arising out of contract, tort or any other legal theory).

(b) NFDC/WAVES shall not in any event be held responsible for any restrictions or conditions which prevent construction, erection, completion, alteration or dismantling of stands or the entity, sitting or the removal of exhibits, or for the failure of any services or amenities provided by Government agencies, NFDC or other third parties.

(c) While NFDC/WAVES may provide information on the relevant legal requirements applicable to the Exhibitor including the licenses and permits which the Exhibitor has to obtain, NFDC/WAVES shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.

(d) The Exhibitor shall be exclusively responsible for obtaining any such Visas as may be required to enable him, his personnel, agents, representatives, invitees or others to attend the exhibition and in no event shall there be any claim for loss, damage or otherwise against the Organizers for the same.

(e) NFDC/WAVES shall not be responsible for the acts or omission of any contractor appointed by NFDC/WAVES to provide any products or services to the Exhibitor.

(f) In the event that NFDC/WAVES is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of NFDC/WAVES for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to NFDC/WAVES for the space at the event.

(g) The Exhibitor shall indemnify and hold NFDC/WAVES harmless in respect of any and all losses, damages, expenses (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred due to any act, omission, neglect or default of the Exhibitor, its staff, workers, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor.

The indemnity provided under this clause shall survive the termination of this contract and is in addition to any other remedy which NFDC/WAVES is entitled to under the law.

8. INSURANCE

Exhibitors shall ensure that they are fully covered by insurance including, but not restricted to, all risks to their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitors shall insure against indemnify and hold NFDC/WAVES harmless with respect to the Exhibitor's liability to NFDC/WAVES. If NFDC/WAVES so demands, the Exhibitor shall provide proof to NFDC/WAVES that the Exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their workers, agents or contractors are insured against claims for workman's compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his workers, agents or contractors first enters the exhibition grounds until he/ she has vacated the exhibition grounds and all his/ her exhibits and property have been removed.

9. CONSTRUCTION, MAINTENANCE AND OPERATION OF STANDS

(a) Possession of Space – Possession to exhibitors taking Raw stand space will be given **10:00 am** onwards on **1st February 2025**. For exhibitors under the shell scheme, possession will be given **10:00 am** onwards on **3rd February 2025**. The handing over of possession will be subject to final payment to NFDC/WAVES for participation & space charges, catalogue entry fee etc.

(b) Construction of Stands – The interior design of the exhibition halls will have to be within the architectural controls laid down by NFDC/WAVES and design of the stand will have to be approved from NFDC/WAVES prior **31st January 2025**. Exhibitors (Indian / Foreign) who do not comply with these guidelines and regulations will have to pay a penalty of INR 01 Lakh plus GST and will run the risk of closure of the stand by NFDC/WAVES. All construction material, waste and empties etc. will be removed by **1400 hrs** on **4th February 2025**. Work on construction of stands will be permitted within the stand area only and in no case in the walk-ways within the Halls. Organisers reserve the right to order any changes to booths or have any item removed from the booth, which do not comply with the laid down specifications or with International norms/conventions.

(c) Stall Completion – Stands are to be completed in all respect by **1400 hrs** on **4th February 2025**. Full Dress Rehearsal of WAVES-2025 will be held from **1400 hrs** on **4th February 2025**.

(d) Operation of Stalls – No stall will remain unattended. All stands must open at least half an hour before the exhibition and shall remain open till half an hour post exhibition time on each day.

(e) Storage of Empties - No empties will be stored within or behind the exhibition stands.

(f) Stall Contractor for fabricator - Contractors other than Official contractor will be required to pay one time royalty of INR 2,00,000/- plus GST for Indian Contractors and US\$ 4000 plus GST for foreign contractors other than Official Fabricator. For designing and construction of customized stalls, it is advised that the exhibitors may take the services of the Official stall fabricator. Details of personnel who will be constructing/decorating stalls (other than the Officially appointed fabricator), the concerned exhibitor will be required to submit a letter of authority nominating the contracting company for such services.

(g) Service Provider Police Verification - It is mandatory for all Indian service providers to fill the Police Verification Form and get their workers/ staff entering the exhibition area police verified.

(h) Group Stands – Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the exhibition.

(i) Vacation of Space – All stands will have to be vacated by **20:00 hrs** on **9th February 2025**. The site will close on **9th February 2025**.

(j) Damages to the Hall – Exhibitors will be required to make good all damages or make payment for damages to the Halls or any structure or gardens/landscaping caused directly or indirectly by any exhibitor or by any agency employed by him.

(k) Sale of Exhibits – No counter sales will be permitted during the exhibition. Exhibitors may distribute publicity material from their respective booth.

(l) Media - No counter sales of media/ show dailies are permitted during the exhibitions. Exhibitors may distribute publicity material from their respective booth. Publishing and distribution of any magazines related to WAVES is not permitted. If any media is found breaching the guidelines, a fine of INR 10 Lakh plus 18% GST and cancellation of their registration passes will be imposed. Media houses are prohibited to seek advertisements as Media Partners/ Associated Media Partners for the event. Organisers have the right to represent to all exhibitors in their database to bar such wilfully errant Media.

(m) Handling of Exhibits, Customs and Import – Exhibitors can avail the services of only the appointed/nominated cargo agent selected by NFDC/WAVES. No other cargo agent will be allowed to enter/operate in the exhibition under any circumstances.

(n) Violation of Rules – In the event of violation of any terms and conditions, NFDC/WAVES will reserve the right to close down the stall of the exhibitor.

(o) Guidelines for Exhibitors

(i) The exhibitor may download a participation letter from their exhibitor's login after payment of the full amount for their respective space booking.

(ii) The exhibitor may download their Proforma Invoice after the provisional booking of their space from their exhibitor's login including their payment receipts. The Tax Invoice will be made available to the exhibitors after the completion of the show.

(iii) The change of company name after registration is prohibited.

(iv) The Business Visitors Tickets are not transferable/ editable once booked ie. Change of Date, Member name etc. In case of non-receipt of the Business visitor ticket, request for refund is to be made prior commencement of the show.

(p) **Refunds** - The Excess amount paid by the exhibitors/visitors will be refunded only after the exhibition. A confirmation on the Bank details is to be submitted to NFDC/WAVES immediately on completion of the event. The Excess amount paid by the foreign exhibitors/visitors will be refunded as per the [FEMA \(Foreign Exchange Management Act\)](#) Guidelines and Exchange Rate variation would be borne by the participants.

(q) Tax Invoices will be generated on completion of WAVES 2025.

10. FORCE MAJEURE

NFDC/WAVES shall not be liable to the Exhibitor for any cancellation, suspension, or partial opening of the exhibition, whether in whole or in part, for any non-performance of their obligations under this contract, or for any amendments or alterations to the Rules and Regulations of the Exhibition, to the extent that such occurrences are due to circumstances beyond their control. These circumstances include, but are not limited to, war, fire, national emergency, labor unrest, earthquakes, floods or other acts of nature, acts of terrorism, pandemics, and the non-availability or cancellation of the exhibition, or any other cause beyond the control of NFDC/WAVES. An amount of 25% of the total payment will remain with the Organisers as compensation for their costs.

11. UNFORESEEN OCCURRENCES

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of NFDC/WAVES shall be final.

12. COPYRIGHT

The Exhibitor gives permission to NFDC/ WAVES to publish before, during and after the exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/or Exhibitor. Copyright infringement will be vigorously policed at the exhibition. Copies or counterfeit goods are not permitted at the exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned from future shows.

The Exhibitor guarantees that all graphic elements, designs and photos are either:

- Original material,**
- Paid for by the Exhibitor or,**
- Already in the public domain such that NFDC/ WAVES cannot be sued for copyright violation.**
- Counterfeits and Copyright Infringements**

Government Ruling - The exhibitor shall have no claim against NFDC/WAVES should national or state government authorities, acting Independently or under the auspices of an International authority (e.g. the United Nations), ban, restrict or refuse participation at the exhibition by the exhibitor or the display or promotion of any of their products or services.

Governing Law and Disputes

a) **Jurisdiction** – These Terms and Conditions and the contract between NFDC/WAVES and the Exhibitor shall be governed by the Laws of India, and the parties submit to the non-exclusive jurisdiction of the Courts of Delhi, India.

b) **Disputes** – Any disputes arising from unresolved matters between the Exhibitor and NFDC/WAVES shall be settled by arbitration in accordance with the Arbitration and Conciliation Act of 1996. The arbitration proceedings will be conducted in English and shall take place only in Delhi, India. The award of the arbitrations shall be final and binding on both parties.

13. COMPLIANCE BY EXHIBITOR

The Document must be signed by a duly authorized executive or partner, or upon acceptance of an application for registration / space booking online by the Organisers, the application shall ipso facto become a contract binding on the Exhibitor and the Organisers (NFDC/WAVES) on the Terms and Conditions contained herein.

Signature	
Name Position/ Designation	
Date	

Countersigned by an authorized representative for NFDC/WAVES-2025

Signature	
Name Position/ Designation	
Date	

WAVES

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 support@wavesindia.org