





World Audio-Visual & Entertainment Summit 2025

Ist May to 4th May 2025 Jio World Convention Centre, Mumbai, India

TERMS AND CONDITIONS



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I/We hereby apply to the 1st edition of World Audio Visual Entertainment Summit - 2025 (hereinafter WAVES- 2025) to exhibit at the event which is scheduled from 1st May to 4th May 2025 at Jio World Convention Centre, Mumbai, Maharashtra, 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/ including the Exhibition Regulations as contained in the Exhibitor manual, a copy of which will be uploaded on the WAVES 2025 – <u>wavesindia.org</u>. Any amendments and additions to the Regulations may be imposed by NFDC Ltd. at their 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. A company/organization/ association booking space for participation will be termed as an Exhibitor.

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

ORGANIZER

National Film Development Corporation Limited

(A Government of India Enterprise) National Film Development Corporation Limited, 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:** support@wavesindia.org

VENUE, DATE & TIMING

1st edition of WAVES - 2025 is scheduled for four days from 1st May to 4th May, 2025 from 1000 hrs to 1730 hrs at Jio World Convention Centre, Mumbai, Maharashtra, India.

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

Type of Participants	Raw Space*
Exhibitor (in INR)	50,000/-

*Charges for space will be per square meter (sqm) plus GST

REGISTRATION FOR SPACE BOOKING

The interested participants are to register online on WAVES 2025 Official website prior space booking duly paying the one-time registration charges of INR 30,000 (inclusive of GST). The non-refundable registration charges paid towards the exhibitor registration, would be adjusted against the space booking charges. All payments will be done online through the Official website. Registration fees once paid will be non-refundable unless the Organizers are unable to provide 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 will be permitted in consultation with the Organizer and based on concept of stall design in sync with the overall schematic. Co-exhibitors are to preserve the minimum space criterion of 30 sqm.

If no space is booked by the exhibitor then registration fee would be forfeited. "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".

The participants upon payment of registration fee shall ipso facto become contract binding on the Exhibitor and the Organizers on the Terms and Conditions contained herein and in the Exhibition Regulations. On any failure to comply with payment terms, the Organizer reserves the right to cancel the contract and to deny access into the exhibition area to such exhibitors.

CONFERENCE HALL

Rate for Conference Hall

Hall	Per day Cost in INR**
Conference Hall (50 seater approx.)	5,00,000/-

**Goods and Service Tax (GST) @ 18% will be levied on above

Rate for Entry Passes

Category	Cost in INR per pass
Business Pass	3,000/-
Visitor Pass	Free

**Goods and Service Tax (GST) @ 18% will be levied on above

Note:-

- a) The independent raw space can be booked subject to a minimum area of 30 sqm. Exhibitor gets one entry pass for every 5 sqm booked with us. For instance, on booking 30 sqm. the exhibitor would get 6 passes.
- b) The charges for refreshments/lunch to be paid by the Exhibitor/Individual at the event as per actuals.
- c) In case the Online Payment Gateway Service Provider or the 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 for WAVES.
- d) **Subletting:** The Exhibitor must not transfer, dispose of, or part with or otherwise sublet the whole or any part of their site, whether for financial consideration or otherwise. The Exhibitor must, if he/she 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 in 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 the Organizer 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 registration fee of INR 30,000 (inclusive of GST) for 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 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 facilitating the display of the other exhibitor's products/ promotional material including on digital media within their space will attract a penalty of INR 10 Lakhs plus GST.

SPACE BOOKING AND PAYMENT TERMS

Space Booking by the same company in 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 will be provisionally blocked and confirmed thereafter with 100% payment within ten (10) days of provisional blocking. Application for participation is required to be submitted online through the official website <u>wavesindia.org</u> 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. The Organizers reserves the rights to reassign space at its discretion and will be binding on the exhibitors.

PAYMENT SCHEDULE

- a) Payment for Space booked up to 1st April: 100% of the space booking charges are to be paid in a single transaction within 10 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 <u>1st April 2025</u> are to be received by Organizers on or before <u>10th April 2025</u>. Payment received after <u>10th April 2025</u> will attract a penalty of 5% of the total amount of space booked.
- b) All sums payable under this contract shall be paid together with the addition of such Goods and Services Tax (or such other 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 raw space, details of which will be mentioned in the invoice sent by the Organizers. 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. The Organizers reserves the right to change the numbering plan and/or alter the layout plans at any given time.
- d) **e-Catalogue Entry Charges:** Each exhibitor will be entitled to free e-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 1,000 will be charged. Exhibitors who wish to list more than 150 to 300 words including full colored LOGO are required to pay INR 2,000 for E-catalogue entry respectively. This payment will be made along with space booking charges.

CANCELLATION OF BOOKED SPACE

Without prejudice to the rights and remedies available under this contract and in the event of the Organizer agreeing in writing to any Exhibitor's written request for release from the contract, then 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) 50% Cancellation charges of total space charges including GST up to 1st March 2025.
- b) 100% cancellation charges of the total space charges including GST w.e.f **16th** March 2025

These terms cannot be varied under any circumstances.

FAILURE TO EXHIBIT

- a) 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 the Organizer, shall be liable to pay the full amount stated in the contract plus any additional costs incurred by the Organizer as a result of such failure to exhibit.
- b) The Organizer 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.

LIMITATION OF LIABILITY AND INDEMNITY

- a) To the extent permissible under the Indian law, NFDC Ltd., 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; or
 - (ii) Any damage to or loss of exhibits, articles or other property of any 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 goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction, and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).
- b) NFDC Ltd. 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 Ltd. or other third parties.
- c) While NFDC Ltd. may provide information on the relevant legal requirements applicable to the Exhibitor including the licenses and permits which the Exhibitor needs to obtain, NFDC Ltd. 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 Ltd. shall not be responsible for the acts or omission of any contractor appointed by NFDC Ltd. to provide any products or services to the Exhibitor.
- f) In the event that NFDC Ltd. 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 Ltd. 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 Ltd. for the space at the event.
- g) The Exhibitor shall indemnify and hold NFDC Ltd. 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 Ltd. is entitled to under the law.

INSURANCE

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of 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 Ltd. harmless in respect of the Exhibitor's liability to NFDC Ltd. If NFDC Ltd. so demands, the Exhibitor shall provide proof to NFDC Ltd. 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 has vacated the exhibition ground, and all his exhibits and property have been removed.

CONSTRUCTION, MAINTENANCE AND OPERATION OF STANDS

a) **Possession of Space** – Possession to the allocated space will be given **10:00 am** onwards on **26th April, 2025**. The handing over of possession will be subject to final payment to the Organizer. for participation & space charges, e-catalogue entry fee etc.

- b) Construction of Stands/Booth The interior design of the exhibition halls will have to be within the architectural controls laid down by the Organizer and design of the stand will have to be approved from the Organizer prior to 15th April 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 the Organizer. All construction material, waste and empties etc. will be removed by 1400 hrs on 30th April 2025. Work on construction of stands will be permitted within the stand area only and in no case in the walkways within the Halls. Organizer 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 30th April 2025. Full Dress Rehearsal/ Dry Run of WAVES-2025 will be held from 1400 hrs on 30th April 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 3,00,000/- plus GST for Indian Contractors and US\$ 5,000 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 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 1400 hrs on 5th May 2025.
- j) **Damages to the Hall/Venue** 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 them.

- k) **Sale of Exhibits** No counter sales will be permitted during the exhibition. Exhibitors may distribute publicity material from their respective booth.
- I) **Media** No counter sales of media/ show dailies are permitted during the exhibitions. However, Exhibitors may distribute publicity material from their respective booths.
- m) Handling of Exhibits, Customs and Import Exhibitors can avail the services of only the appointed/nominated cargo agent selected for the venue. Other cargo agent will not 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, the Organizer 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) Request for change of Company name after registration shall not be entertained

(iv) The Business Visitors Tickets are non-transferable/ editable once booked i.e. 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 the Organizer immediately on completion of the event. The Excess amount paid by the foreign exhibitors/visitors will be refunded as per the <u>FEMA (Foreign Exchange Management Act</u>) Guidelines and Exchange Rate variation would be borne by the participants.
- q) Tax Invoices will be generated on completion of WAVES 2025.

FORCE MAJEURE

The Organizer shall not be liable to the Exhibitor by reason of any cancellation, suspension or part-time opening of the exhibition, either as a whole or in part, for any non-performance of their obligations under this contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control. These circumstances include but are not limited to, war, fire, national emergency, labor unrest,

earthquake, floods or other such acts of nature, acts of terror, pandemic, non-availability or cancellation of exhibition or any other cause not within the control of the Organizer. An amount of 25% of the total payment will remain with the Organizer as Organizer's compensation of costs.

UNFORESEEN OCCURRENCES

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

COPYRIGHT

The Exhibitor gives permission to the Organizer 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:

- a) Original material,
- b) Paid for by the Exhibitor or,
- c) Already in the public domain such that the Organizer cannot be sued for copyright violation.
- d) Counterfeits and Copyright Infringements
- e) **Government Ruling -** The exhibitor shall have no claim against the Organizer 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.

f) Governing Law and Disputes

- Jurisdiction These Terms and Conditions and the contract between the Organizer and the Exhibitor shall be governed by the Laws of India, and the parties submit to the non-exclusive jurisdiction of the Courts of Mumbai, India.
- **Disputes** Disputes, if any, arising out of unresolved matters between exhibitor and NFDC Ltd. shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings will be conducted in English and at Mumbai, India only. The award of the Arbitrations shall be final and binding between the Parties.

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 Organizer, the application shall ipso facto become a contract binding on the Exhibitor and the Organizer on the Terms and Conditions contained herein.

Signature	
Name Position/ Designation	
Date	

Countersigned by an authorized representative for the Organizer

Signature	
Name Position/ Designation	
Date	

WORLD AUDIO VISUAL & ENTERTAINMENT SUMMIT Come, sail with us