



Contract ACA 2021

Rules & Regulations Governing

Sponsors/Exhibitor/Vendors

1. Terms and Conditions

The event is owned and operated by Arnold Classic Africa, referred to hereinafter as "Management". Applicants agree to abide by all instructions, exhibitor information and Rules and Regulations of Management. Any changes in this agreement must be in writing and signed by both parties. Management shall have sole discretion in the interpretation and enforcement of all Rules and Regulations contained herein and the power to make such amendments thereto, and such further Rules and Regulations as it shall consider necessary for the proper conduct and success of the Expo. This agreement shall be construed solely as a license for the use of the exhibit space to be occupied by the Vendor/Exhibitor, and Vendor/Exhibitor agrees that it has not relied on any oral or written representation not contained in the agreement. Management disclaims any implied warranties of merchantability and/or fitness with respect to the services or material furnished to the Exhibitor in connection herewith.

Management reserves the right, in their sole discretion, to alter the exhibit hours or floor plan arrangements in any manner which is in the best interest of the Expo. Assignment of space will be made by Management, in its sole discretion. Location preferences will be accommodated as far as possible. Acceptance of an applicant does not imply endorsement of exhibitor's products or services; nor does rejection imply lack of merit of same.

2. Booth & Exhibitor activities

The **standard 3m x 3m** exhibit space will consist of a **carpet, in the color of your choice** (11 options) **and a 15amp plug point**. Shell scheme, where applicable in the sale, is 2.5m high with 3 or 2 walls depending on location of the stand. Hanging signage from ceiling is not permitted, only islands as per the price list and where rigging points allow for such Island.

Exhibitors may use other exhibition service providers but will have to provide an engineer certificate after the build has been completed and must be signed off by the appointed Arnold Classic Africa Safety officer. No engineer certificate will be required when the exhibitor is using the appointed Arnold Classic Africa service provider building the special designed shell schemes. Exhibit booths/handouts/Information gathering – to comply with the Safety Officer requirements and exhibitors are not to block the walkways or other exhibit booths. Exhibitor will incur additional cost for security personnel if they are needed to keep their lines from blocking other exhibitors

Management reserves the right to decline, prohibit or expel any exhibit and/or products, which, in its sole judgment, is out of keeping with the character of the Expo including, but not limited to, persons; display materials; printed matter; product and conduct.

Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the exhibitor's booth and no part of any exhibit or product may extend into any aisle. No standing or soliciting outside of your booth space or throughout the Expo hall. No standing on tables or chairs. No throwing or tossing of any item into the crowds. Items are to be handed to the attendees from within the exhibitor booth space. Drink samples are to be limited to one serving or less per sample. No exhibitors shall so arrange his exhibit as to obscure or prejudice adjacent booth exhibitors, in the sole opinion of Management.

Ephedra, Ephedra Derivatives, hormone, or hormone related products **are not permitted** at the expo. No Exhibitor may assign, sublet, or apportion the whole or any part of the space allotted him; nor exhibit there in any other goods than those manufactured or sold in the regular course of business by the exhibitor. This includes flyers, brochures, and magazines not part of exhibitor's business.

3. Important to take note of

Only one brand name per exhibition stand will be permitted.

Expo duration (minimum hours) 10am – 6pm Friday, Saturday and Sunday. Sporting codes will continue with program till done, which could stretch up to and until 8pm or later. It will be to the discretion of the exhibitor if they want to trade longer than the stipulated minimum hours. Setting up will be according to the exhibitor manual. **No packing up, breaking down or non-trade will be permitted before 6pm on any day unless permission was received from the event Organizing committee**

Identification badges are not transferable. **Admission will be by wristband only**, and no access will be given without such wristband. **Two exhibitor wristband passes per stand** will be allocated. Additional passes can be purchased.

Exhibitor and sponsors will supply their own banners according to the allocated space. The organizers will not take any responsibility and is not obliged to assist with any late artwork for adverts and logos received after the cut off dates and times.

Storage space available at additional cost per square meter.

Signage, Photos, Literature, Displays, etc. – event does not allow literature or products that refer to steroids or enhancement ability that is related to any illegal substance.

No references may be made about enhancement of sexual pleasure, endurance or any product marketed as an aphrodisiac. All literature must be appropriate for a high school and younger audience. No catalogues or products may be distributed that reflect items that are not legal for sale to individuals under the age of 18. Be sure to have questionable items pre-approved by management minimum of 30 days before the event.

Should a booth worker be attired in an inappropriate manner, at the discretion of Management, they will be escorted out of the exhibit hall and asked to change before returning.

4. Printed apparel or signage

All the designs or marketing and adverts used pre or post event indicating your involvement with the event will need special approval from the Arnold Classic Africa offices. This rule applies to and include wording, logos, and pictures and or sponsored apparel, branding, and athletes clothing.

Once the agreement has been signed and deposit paid for any sponsor, exhibitor or vendor, the applicable ACA logo for the year can be used to market your presence at such event. Any design can be sent for approval to ACA office.

Exhibitors shall be bound by and comply with, at exhibitor's sole cost and expense, all applicable national, city, municipal and other laws, codes and governmental regulations of government or other authorities having jurisdiction over the exhibit facility or the conduct of said Exposition, together with the Rules and Regulations of the owners and/or operators of the facility in which the Exposition is held. Exhibitors shall be bound by and comply with, at exhibitor's sole cost and expense, all applicable copyright and trademark laws and regulations which may affect Exhibitor's use and occupancy of the exhibit space or participation in the Exposition.

5. Applicable to Arnold Sport Festival

Usage of any Arnold Sports Festival weekend logos, images of Arnold Schwarzenegger, and/or specific mention of the terms, Arnold Sports Festival, Arnold Classic, Arnold Fitness expo must be approved by the Arnold Classic South Africa (Pty) Ltd office prior to printing – **no exceptions! Any non-approved items will be confiscated or invoiced.**

All approved printed apparel or clothing using the Arnold Sports Festival logo must be done through the appointed Arnold Sports Festival service provider to regulate and control the brand specifications. Arnold Sports Festival commits to provide the best quality at the best price through the annual appointed service provider.

6. Insurance & Indemnification

Attention is called to the necessity for insurance covering all risks (including but not limited to liability, fire, and theft damage) on your exhibit from the place of shipment to the exhibition facility and return, including the period during which the materials remain in the Exposition. Exhibitor acknowledges that Management, The Venue, appointed Service Providers, agents or employees do not maintain insurance covering Exhibitor's property. It is the sole responsibility of Exhibitor to obtain business interruption, property damage and other insurance covering such losses as Exhibitor may incur, and assume no responsibility for the safety of the properties of the Exhibitor, Exhibitor's officers, agents or employees from theft, damage by fire, accident or any other cause whatsoever.

The exhibit facility is a public building. Exhibitors are cautioned to take valuable items to their rooms or otherwise assure their safety when they are not in attendance at their exhibit booths and to exercise caution during the exhibit hours. Security service is provided always when the exhibit hall is not open on show days, but the furnishing of such security shall not be deemed to increase the liability of Management, the venue in which the exhibit facility is located, their officers, agents or employees, nor to modify in any way the assumption of risk and release provided for above. Management shall not be responsible for the conduct of contractors or their employees and assume no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the exhibit facility.

Exhibitor expressly agrees to save and hold harmless Management, Venue, Service Providers, technical management their officers, agents, and members and employees from any and all liability resulting from injuries to any person or for damages to or loss of property owned or controlled by Exhibitor, its agents, employees and attendees, person and or properties in connection with the Exhibitor's

use and occupancy of the exhibit space or participation in the Exposition, and from any claim or liability which may arise as a result of copyright and trademark laws and regulations which may apply to Exhibitor's use and occupancy of the exhibit space or participation in the Exposition.

7. Financial Commitment

After signing the agreement, and the exhibitor fails to make **final payment 7 days before the event date**, the organizers will have no obligation to refund any deposit or payments received and may refuse the exhibitor to setup for the event until such payment has been received

A 50% deposit is payable to reserve space/stand.

In the case of no payment after we received signed application and agreement, Arnold Classic Africa has the right to hand over the contract for collection and all fees, legal cost and interest will be for the exhibitor's account. Arnold Classic Africa cannot be held responsible and the exhibitor/sponsor will have no claim against the organizers for an **exhibitor/vendor not selling or reaching his goals** at the event and the onus will be on the exhibitor to market and promote his brand presence at the event and before the event. It is not the organizer/owner's responsibility to do any marketing of an exhibitor/vendor but will market the brand and event in general to the best of their ability. Occasional marketing of an exhibitor/vendor will appear on social platforms but will and cannot be guaranteed.

8. Cancellation or Postponement

In the event an exhibitor desires to cancel his reservation of booth space, a written notice of request for cancellation must be emailed to Arnold Classic Africa, no later than 30 days before the event. If the request is approved and accepted by Management, the amount paid shall be rolled over to cover the cost of exhibit space the following year. The credit cannot be carried forward any further than the following year or next event.

The Exhibitor must provide Management the approved paperwork for the roll over option. If the Exhibitor fails to comply in any respect with the terms of this agreement, then Management shall have the right, without notice to the Exhibitor, to sell or offer for sale the exhibit space covered by this contract, said Exhibitor to be liable of any deficiency, which loss or damage the Exhibitor agrees to pay Management upon demand together with expenses and costs incurred by reason thereof.

Exhibitor acknowledges that actual occupation of the exhibit space by an exhibit is the essence thereof, and that should Management be unable to effect the sale of the space as herein provided, Management is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interest of the Exposition, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Management the full sum as herein set forth.

Exhibitor agrees that whenever an attorney is used to obtain payment due hereunder an attorney's fee shall be payable by the Exhibitor as and for reasonable attorney fees.

In the event the Exposition is cancelled or postponed, or Management is unable to perform for any reason whatsoever including performance under this agreement, the sole and exclusive remedy of Exhibitor as against Management with respect to any damages sustained by Exhibitor as a result of the non-occurrence or postponement of the Exposition, including incremental and consequential damages,

shall be a refund of monies paid on account of the exhibition space, less Exhibitor's pro rata share of expenses relating to the Exposition, as determined by Management. Management reserves the right to cancel or postpone the Exposition for any of the following reasons: damage or destruction of the facility; natural disasters; national or unforeseen emergency; public enemy; war or insurrections; strikes or the possibility of strikes; the authority of the law; for any cause beyond their control or where Management, in its sole discretion, determines that the Exposition cannot be held as planned; or in a manner which will serve the best interests of Management, the attendees and/or exhibitors; or where the success of the event will be adversely affected.

I, _____ herewith acknowledge I have read and understand the rules and regulations and has the right to sign on behalf of _____ (company name).

Full Name and Surname _____

SA ID / Passport nr _____

Capacity held in company _____

Signature

ACA representative signature

ACA representative full name