

EXHIBITION RULES

GENERAL RULES APPLICABLE TO ALL EXHIBITORS AT EVENTS ORGANISED BY GRAIN SA/NAMPO (PTY) LTD

1. INTERPRETATION

The definitions and expressions contained in the Exhibition Contract: Standard Terms and Conditions ("**the Exhibition Contract**") to which these rules are attached, shall bear corresponding meanings herein.

2. INTRODUCTION

These rules have been formulated by the Organiser for the Event, and shall be binding on all Exhibitors at the Event.

The rights granted to the Exhibitor in terms of the Exhibition Contract shall specifically be subject to these rules, which the Exhibitor agrees to strictly observe during the exhibition, promotion, and sale of the Exhibitor's Products and/or Services from the Exhibition Stand at the Event.

3. PAYMENT OF EXHIBITION FEES AND ALLOCATION OF EXHIBITION STANDS

- a. An Exhibition Contract shall, in respect of an Exhibition Stand at the Event, be presented to each Exhibitor. The Exhibition Contract must be signed by the Exhibitor and returned to the Organiser on or before the date specified by the Organiser.
- b. No Exhibition Contract in respect of any Exhibition Stand shall be binding between the Organiser and the Exhibitor unless a signed copy and the Exhibition Contract together with the proof of payment of all amounts due in terms thereof have been received by the Organiser.
- c. The Organiser reserves the right to allocate an Exhibition Stand to another Exhibitor in the event of an Exhibitor failing to make timeous payment due under and in terms of an Exhibition Contract.
- d. Exhibitors are contractually bound to occupy and utilise their Exhibition Stand(s) during the Event, and no Exhibition Stand or part thereof may be left unoccupied or unused. The Organiser has the right to take steps at its discretion to erect or to have an exhibition of some or other nature presented at or from such unoccupied or unused Exhibition Stand or part thereof and will have the right to recover the costs incurred from the Exhibitor who failed to occupy or utilize the Exhibition Stand.
- e. In the case of an unoccupied or unused Exhibition Stand, the Organiser will have the right to allocate such Exhibition Stand to another Exhibitor, in which the Exhibitor who failed to occupy or use the Exhibition Stand shall have no claim for the reimbursement of Exhibition Fees against the organiser. Exhibitors who failed to occupy or use their Exhibition Stands, will also forfeit all rights, or claims to such an Exhibition Stand.
- f. Exhibitors are obliged to ensure that, during the Event, and during the exhibition, promotion and/or sale of the Exhibitor's Products and/or Services from the Exhibition Stand, that a high

standard is maintained which, at the discretion of the Organiser, meets the standards and requirements of the Event. The Organiser reserves the right to demand from an Exhibitor to improve the standard, layout, and aesthetics of any Exhibition Stand occupied or used by an Exhibitor.

- g. Under no circumstances shall the Exhibitor be permitted to pay any Exhibition Fees on a deferred basis.

4. CANCELLATION

- a. An Exhibition Contract may only be cancelled, and an Exhibitor released from such Exhibition Contract with the prior written consent of the Organiser, which consent shall be in the absolute discretion of the Organiser.
- b. In the event of an Exhibition Contract being cancelled with the consent of the Organiser, the Exhibitor shall, unless otherwise agreed to by the Organiser, forfeit 50% of Exhibition Fees already paid by the Exhibitor, which amount the Exhibitor declares to be a reasonable cancellation fee payable to the Organiser. The balance of any Exhibition Fees shall be paid to the Exhibitor within a reasonable period following expiry of the Event Dates.

5. EXHIBITION STAND ACCESS, ESTABLISHMENT AND MANAGEMENT

- a. Right of admission to the Event Venue shall be reserved by the Organiser.
- b. Exhibitors shall be allowed access to their Exhibition Stands prior to the Event Dates, and only for purposes of the outfitting of their Exhibition Stands. All Exhibitors with Exhibition Stands located in exhibition halls at the Event Venue will, unless otherwise advised by the Organiser, allowed access to their Exhibition Stands three days prior to the Event Dates. Exhibitors with outdoor Exhibition Stands shall be allowed access to their Exhibition Stands five days prior to the Event Dates.
- c. Vehicles will only be allowed access to restricted areas at the Event Venue for purposes of the delivery and offloading of materials and equipment to an Exhibition Stand, provided that any vehicle access to the Event Venue or to an Exhibition Stand shall be subject to the control and directions of any person appointed by the Organiser for such purpose. Vehicle access to any Exhibition Stand may, at the discretion of the Organiser, be restricted from a specific day or time prior to the Event.
- d. The exhibition, promotion and/or sale of the Exhibitor's Products and/or Services shall be conducted within the demarcated area of the Exhibition Stand allocated to such Exhibitor. An Exhibitor shall not be entitled, without the prior written consent of the Organiser, to encroach on any other part of the Event Venue which does not form part of any Exhibition Stand allocated to such Exhibitor, including without limitation, any walkways, or public areas.
- e. Unless otherwise agreed to by the Organiser, an Exhibitor shall not be permitted to duplicate the exhibition, promotion and/or sale of the Exhibitor's Products and/or Services from separate Exhibition Sites at the Exhibition Venue.
- f. No Exhibitor may, on an Exhibition Stand, organise his exhibition in such a way that, in the opinion of the Organiser, it will obstruct access to or obstruct the exposure of any other Exhibition Stand or will cause inconvenience to any other Exhibitor.

- g. Any exhibition structures erected on an Exhibition Stand with a height exceeding 3 meters shall require an engineering certificate.
- h. All exhibition materials, equipment, and other paraphernalia used by the Exhibitor to exhibit, promote and/or sell the Exhibitor's Products and/or Services shall be dismantled and removed from the Exhibition Site within 7 days from expiry of the Event Dates. The Exhibitor shall also, within the 7 day period, restore the Exhibition Stand to its original condition (as it was before the Exhibitor took occupation thereof), Should the Exhibitor fail to carry out any of its obligations under this paragraph, the Organiser shall be entitled, without prejudice to any of its other rights or remedies, to effect the required dismantling, removal and restoration and recover the cost thereof from the Exhibitor on demand. All items, materials and equipment still present on the Exhibition Stand following the expiry of the 7-day period, shall, at the option of the Organiser, become the property of the Organiser and the Exhibitor shall not, whatever the circumstances, have any claim against the Organiser for compensation for any such items, materials and equipment.
- i. Exhibitors with heavy equipment and exhibition items or materials for exhibit in an exhibition hall at the Event Venue may be required to deliver and offload such equipment, items, and materials to their Exhibition Stands before a date to be advised by the Organiser. This is to ensure that appointed contractors will have adequate time to prepare passageways and similar areas in the exhibition halls.
- j. The establishment and assembly of all outdoor and indoor designer Exhibition Stands shall be completed by 17:00 on the Wednesday preceding the Event Dates. The establishment and assembly of all other Exhibition Stands shall be completed before 12:00 on the Wednesday preceding the Event Dates. Unless otherwise agreed to by the Organiser, no establishment and assembly of Exhibition Sites or deliveries to any Exhibition Sites will be permitted after these timeframes.
- k. Exhibitors shall remove all pallets, cardboard boxes and other packaging materials, trailers, forklifts or other similar goods or equipment used to package, transport, or offload exhibition materials from the Exhibition Stands on the Monday before the commencement of the Event, in order to ensure that the terrain surrounding the Exhibition Stand is neat and clean before the opening of the Event.
- l. A fine of R10 000.00 may be imposed by the Organiser on Exhibitors who, during the timeframes provided herein, stow, or assemble their Exhibition equipment, materials or items on another Exhibitor's Exhibition Stand.
- m. As a general rule, a restriction area of 1 meter will be applicable within all outdoor Exhibition Stands along the perimeters of the stand, and Exhibitors will, for example, not be allowed to erect a 10m x 10m marquee on a 10m x 10m Exhibition Stand.
- n. A fine of R500.00 may be imposed on Exhibitors with Exhibition Stands located in exhibition halls who damage walls of buildings due to drilling holes or during the removal of signage following the Event. The Organiser shall be entitled, without prejudice to any of its other rights or remedies, to effect any repairs to walls and other parts of a building damaged by and Exhibitor and recover the cost thereof from such Exhibitor on demand.
- o. Outdoor Exhibitors are encouraged to make use of marquees on their Exhibition Stands during the Event. The marquees shall however meet certain criteria and standards determined by the Organizer. Under no circumstances shall army tents be allowed.

Caravans not forming part of the products to be exhibited shall be permitted on any Exhibition Stand.

- p. No building or any structure of a permanent nature may be erected on any Exhibition Stand without the prior written agreement or approval of the Organiser. The Exhibitor shall be liable for any damages caused during the construction, demolishing or removal of any buildings or structures on an Exhibition Stand.
- q. Exhibitors will not be allowed to transport exhibition material to and from an Exhibition Stand or the Event Venue between 08:00 and 17:00 daily during the Event Dates. Deliveries will only be allowed in the morning between 06:30 - 07:30.
- r. In their own interest, Exhibitors are requested to arrange for at least one representative to be present and in control of their Exhibition Stands during the times when the Event is open to the public.
- s. During the hours of the Event, and unless otherwise determined by the Organiser, no Exhibitor shall be permitted to access an Exhibition Stand by vehicle or bring onto the Event Venue any vehicle. Only vehicles of service providers will be allowed and only in exceptional circumstances. Access permits for services providers must be obtained beforehand, and such permit must be affixed to the window of the vehicle before access to the Event Venue will be granted.
- t. Exhibitors who urgently need to deliver exhibition material to an Exhibition Stand during the Event Dates shall, with the prior consent of the Organiser, only be allowed to do so daily between 06:30 and 07:30. Vehicle access shall be subject to such conditions as the Organiser may determine and shall be strictly observed.
- u. The Organiser reserves the right to have all unauthorized vehicles, trailers or similar object at the Event Venue removed at the expense of the owner of such vehicle or object. The Organiser does not accept any liability for any damage resulting from such removal.
- v. Except for goods or products that have been sold directly to the public during the Event, no exhibition or part thereof may be removed from the Event Venue during the Event.
- w. No Exhibitor may partially or totally dismantle his Exhibition Stand or remove its contents before 15:00 on the last day of the Event. This includes any product, exhibition material, banners and pamphlets or any item which may have formed part of the original exhibition. No exceptions will be considered and Exhibitors who fail to comply with this condition, may forfeit the opportunity to exhibit at any future Event organized by the Organiser
- x. An Exhibitor shall assume all risks and costs associated with the establishment, assembly, fit out, and preparation of an Exhibition Stand. The Organiser shall not be liable for any loss or damage occurring to any property or object on an Exhibition Stand between Events.

6. EXHIBITION OF PRODUCTS AND SERVICES GENERALLY

- a. The exhibition, promotion and/or sale of the Exhibitor's Products and/or Services is a crucial part of the Event and largely contributes to the success thereof.
- b. It is expected of Exhibitors to exhibit their products and/or services at their Exhibition Stands in such a way that it is accessible to the members the public who attend the Event.
- c. Exhibitors are free to conduct open demonstrations of their products, product ranges and services on any areas demarcated by the Organiser for such purpose.

- d. Exhibitors are free to determine their own demonstration programme times at their Exhibition Sites during the Event.
- e. Exhibitors will not be allowed to operate or demonstrate any drones at the Exhibition Stand or the Event Venue.

7. BANNERS AND FLAGS AND OTHER ADVERTISING

- a. Banners and flags improve the appearance and appeal of outdoor Exhibition Stands and exhibitions significantly and Exhibitors are encouraged to make use thereof when planning their Exhibition Sites and exhibiting or promoting their products and services. Banners and flags shall be placed within the perimeters of an Exhibition Stand.
- b. All advertising material at the Exhibition Stand must have relevance to the Exhibitor's products or services, or the products of any agencies held by an Exhibitor. These products and services shall be described in the Exhibition Contract.

8. SUBLETTING

- a. Under no circumstances are Exhibitors allowed to share any part of the Exhibition Stand allocated to them with another Exhibitor or to sublet it in whole or in part to any other person, and all products or services exhibited or displayed at the Exhibition Stand, must be the products or services in which the Exhibitor trades, and which products and services shall be described by the Exhibitor in the Exhibition Contract.
- b. If it should come to the attention of the Organiser that an Exhibitor has sublet, or has on display material or products not mentioned in accordance with clause 8(a), such Exhibitor may be asked to leave the grounds immediately, and he will then *ipso facto* forfeit the privilege of exhibiting at the Event and will have no right to reimbursement of any rent or other monies paid to the Organiser.
- c. Exhibitors are required to complete the Exhibitor's Exhibition Contract in full and to specify all products or goods which will be exhibited. Exhibitors can be penalised if products are not comprehensively specified. Only products that are approved by the organisers may be exhibited and the Organiser reserves the right to decide whether products specified in the Exhibitor's Exhibition Contract, may be exhibited or not.

9. CATALOGUE ENTRIES

- a. The Organiser undertakes to include a list of all Exhibitors in an alphabetical order in the official programme and on the website for the Event.
- b. The list will include the Exhibitor's name, Exhibition Stand number as well as the generic products or services to be exhibited.

10. COMMUNICATION AND NETWORK SERVICES

- a. Two mobile phone networks, MTN and Vodacom, will be in operation at the Event Venue.
- b. Exhibitors are required to make their own arrangements with service providers regarding connectivity to communication networks for the operation of credit card payment facilities at their Exhibition Stands.
- c. Exhibitors and their service providers who require use of their own wireless internet access, shall be required to inform the Organiser and consult and coordinate with the internet service provider selected by the Organiser for the Event Venue.

11. ELECTRICAL INSTALLATION AND SUPPLY

- a. All exhibition halls and indoor Exhibition Stands are provided with general lighting and power points. Exhibitors may not, under any circumstances, use any light connection, fixture, or installation to connect additional electrical power to their Exhibition Stands.
- b. An Exhibitor may not, under any circumstances, through any individual installation or connection, obtain electricity from the electrical network supplying the Event Venue.
- c. Any Exhibitor who requires additional electrical supply to his Exhibition Stand, will be required to apply in writing to the Organiser prior to the Event. The Organiser may, if adequate electricity supply is available, make the necessary arrangements for additional electrical supply to be made available to the Exhibition Stand concerned, and the costs involved for the installation and connection of such additional electrical supply shall be paid by the Exhibitor concerned prior to the Event.
- d. The majority of the outdoor Exhibition Stands have access to electrical connections. Should an Exhibitor wish to have a power point installed at his Exhibition Stand, such Exhibitor shall apply in writing to the Organiser prior to the Event.
- e. Outdoor Exhibitors must supply their own extension cords.
- f. No electrical installation on any Exhibition Stand may be removed and shall be deemed to be the property of the Organiser.
- g. Electrical supply to the Event Venue may be restricted or limited, and Exhibitors at indoor and outdoor Exhibition Stands shall be limited to 10 amperes and 20 amperes respectively.
- h. Electrical installations which are not supplied by or arranged through the Organiser shall not be permitted and will be disconnected summarily at the cost and expense of the Exhibitor concerned.
- i. Exhibitors who require additional electrical supply will, in addition to the costs involved with the installation and connection, also pay an additional power consumption tariff as determined by the Organiser.

12. SERVICES LEVY

- a. A basic levy for services at the Event Venue will be recovered from all Exhibitors on a pro-rata basis as a separate cost item detailed in the Exhibition Contract. Such tariff will be determined annually by the Organiser and the relevant tariff will be specified in the Exhibition Contract.

13. WATER SUPPLY

- a. Exhibitors must notify the Organiser in writing at least seven days prior to the Event of their requirements regarding water supply to their Exhibition Stands. Such water supply will, if possible, be supplied by the Organiser at the cost of the Exhibitor.
- b. Water supply is subject to the availability of adequate water, after the requirements of essential water supply for restaurants and ablution facilities have been satisfied. An appeal is made to all Exhibitors to conserve water.
- c. Exhibitors requiring large volumes of water will be limited to 5 000 litres and must, in advance, apply to the Organiser for additional water supply. The Organiser may approve such additional water supply subject to conditions and subject to the Exhibitor paying an additional fee.

14. OPENING AND CLOSING TIMES FOR EVENT VENUE

- a. During the Event Dates, the Event will start at 08:00 and close at 17:00 daily and all Exhibition Stands must be operated during these times. Gates at the Event Venue for Exhibitors will open at 07:30 and close at 17:30 daily.
- b. All Exhibition Stands must be fully prepared for use, and exhibitions must be ready at 12:00 on the day before the Event is to start.
- c. To promote effective security at the Event Venue, no social gatherings or private events shall be allowed at any Exhibition Stand or on any other part of the Event Venue after 17:00 during the Event Dates. From 17:00 during the Event Dates, the Event Venue shall be handed over to the security services appointed by the Organiser.

15. SECURITY SERVICES

- a. In their own interest, Exhibitors are requested to arrange for at least one representative to be present and in control of their Exhibition Stands during the times when the Event is open to the public.
- b. All Exhibitors are requested to be security conscious for the duration of the Event, and to inform their staff on duty at their Exhibition Stands, accordingly.
- c. All Exhibitors are expected to comply with all regulations and instructions regarding security, as determined and advised by the Organiser from time to time.
- d. Exhibitors shall not be entitled, without the prior consent of the Organiser, to employ their own security services for an Exhibition Stand. All security services for the Event Venue shall be arranged by the Organiser.

- e. Unless otherwise determined by the Organiser, no Exhibitor shall permit any person to reside or sleep overnight on an Exhibition Stand (after the Event hours). This rule is however not applicable to the livestock Exhibitors who, subject to conditions that may be imposed by the Organiser, may have herdsman at their Exhibition Stands or at the Event Venue during the night.
- f. Whilst the Organiser arranges security services at the Event Venue during the Event, the Organiser accepts no liability for any damage to or loss of property due to theft.

16. PRODUCT SALES DURING THE EVENT

- a. Exhibitors are allowed to accept orders for products and services during the Event, as well as to sell products and services directly to the public from their Exhibition Stands. Unless sold on a final Event Date of the Event, all product items on display sold during the Event shall be replaced by similar products.
- b. The Organiser reserves the right to prohibit the sale of any article and/or literature which it, in its sole discretion, may consider undesirable.

17. DANGEROUS MACHINERY AND EQUIPMENT

- a. All machinery or equipment in use or any other potentially dangerous objects on an Exhibition Stand shall be secured in such a way that any person accessing an Exhibition Stand shall be safeguarded against any injury. Under no circumstances shall the Organiser accept any liability for any injury to any person or damage or loss to property caused by machinery or equipment or the use of any other object by or on behalf of the Exhibitor, and the Exhibitor concerned shall be deemed to have indemnified the Organiser against any such liability, whatsoever the cause.

18. DISTRIBUTION OF PAMPHLETS, BALLOONS AND OTHER PROMOTIONAL ITEMS AND THE DISPLAY OF ADVERTISING BOARDS

- a. Unless otherwise determined by the Organiser, Exhibitors shall not be allowed to distribute pamphlets or leaflets from areas at the Event Venue other than their own Exhibition Stands.
- b. In cases where an Exhibitor distributes pamphlets or leaflets from any area other than their own Exhibition Stand, including in a parking area of the Event Venue, the Organiser has the right to prohibit such distribution, seize all such pamphlets and leaflets and impose a fine on an Exhibitor concerned not exceeding R5000.00.
- c. Unless otherwise agreed to by the Organiser, no advertising boards or banners may be placed or displayed on any parts at the Event Venue other than within the perimeters of an Exhibition Stand, including, but not necessarily limited to walkways or parking areas at the Event Venue.
- d. The en-masse distribution of carry bags, caps, t-shirts, and similar marketing materials or items is not permitted, even from the Exhibitor's own Exhibition Stand. Such items should only be handed out to prospective clients enquiring about a product or service of the Exhibitor.
- e. The distribution of balloons or any gas-filled promotional material shall not be allowed.

- f. The distribution of branded or non-branded bottled water will be allowed in limited numbers from Exhibition Stands.

19. COMPETITIONS AND FUND-RAISING

- a. Fund raising activities of any nature, including the placement of a collection boxes at an Exhibition Stand, shall not be allowed.
- b. The offering of lawful competitions by Exhibitors during the Event shall be permissible, provided that such competition shall be approved by the Organiser and shall only be offered from the Exhibitor's Exhibition Stand. Entry forms for such competitions shall only be issued at the Exhibitor's Exhibition Stand and any competition prizes shall be related to the Exhibitor's products or services.

20. LOSS AND DESTRUCTION OF PROPERTY AND PARKING BARRIERS

- a. The Organiser will not be responsible for any loss of or damage to goods or products suffered by any Exhibitor, for any reason whatsoever.
- b. Exhibitors should be informed that goods or products exhibited during the Event shall, during the Event Dates, remain on Exhibition Sites after hours. Unless otherwise agreed to by the Organiser, and only in exceptional circumstances, may goods or products be removed from Exhibition Site for safekeeping after hours.
- c. Exhibitors may not remove or relocate any parking barrier or pole which is used to restrict vehicle access or parking at the Event Venue. The Exhibition Contract of an Exhibitor who fails to comply with this condition may, with notice to the Exhibitor, be terminated by the Organiser, and such Exhibitor shall forfeit all Exhibition Fees paid. Such an Exhibitor shall also forfeit the opportunity to exhibit at future events organised by the Organiser.

21. PUBLIC LIABILITY INSURANCE

- a. Exhibitors are advised that any public liability insurance secured and maintained by the Organiser for the Event will not provide cover for any risks or liability of the Exhibitor or his Exhibition Stand. It would therefore be in the interest of the Exhibitor to secure his own Public Liability Insurance for the duration of the Event.

22. RE-OFFERING OF EXHIBITION STANDS

- a. Exhibitors are reminded that, unless otherwise agreed to by the Organise, the Exhibition Contract with the Organiser shall only be valid for the Event to be organised during the Event Dates.
- b. Unless otherwise agreed to by the Organiser, the Organiser is under no obligation to offer the Exhibitor an Exhibition Stand previously allocated to or used by the Exhibitor during prior events.
- c. Unless otherwise agreed to by the Organiser, the Organiser is also under no obligation to offer an Exhibitor a specific Exhibition Stand for future events to be organised by the Organiser.

23. ALCOHOL, FOOD, BARISTAS AND POPCORN MACHINES

- a. In accordance with applicable legislation, no open fires or preparation of food will be allowed on any Exhibition Stands.
- b. The offering of drinks and/or refreshments to visitors by Exhibitors may be subject to specific conditions imposed in the discretion of the Organiser.
- c. No Exhibitor may, even for own use or use by his employees use or bring any alcohol onto the Event Venue.
- d. No popcorn machines will be allowed on Exhibition Stands in future. Only baristas (coffee machines) not exceeding 1.7Kw or 10Amps will be allowed on outdoor Exhibition Stands. No kettles or domestic percolators will be allowed on Exhibition Stands inside exhibition halls.

24. NOISE AND PRESENTATIONS AT STANDS

- a. No loudspeakers or sound boosters are allowed at Exhibition Stands without prior written permission of the Organiser.
- b. Exhibitors demonstrating musical instruments, chainsaws or any other type of machinery or equipment which operate with a high noise level, will not be allowed to do so if the Organiser is of the opinion that such instruments or equipment causes nuisance to the public or other Exhibitors, or to any of the livestock exhibited at the Event.
- c. As the Event is primarily aimed at the promotion of products, information and services, Exhibitors will not be allowed to present any form of entertainment on their Exhibition Stands. This includes shows, music, jumping castles, and the like.

25. CLEANING OF STANDS IN HALLS

- a. The Exhibitor shall, for the entire duration of the Event, at his own expense, keep his Exhibition Stand neat, clean, and hygienic.

26. GENERAL

- a. Exhibitors failing to comply with any provision in these rules will be deemed to be in breach of the provisions of the Exhibition Contract.
- b. Exhibitors shall ensure that all its personnel and/or representatives involved in the exhibition of the Exhibitors products and services shall be informed of the nature and extent of these rules. Any breach of these rules by the personnel or representatives of an Exhibitor shall be deemed to be a breach by such Exhibitor.

27. MEDICAL SERVICES AND SAFETY AT THE EVENTS

- a. Emergency medical services will be made available by the Organiser during the Event. Exhibitors and contractors will be liable for any medical related incident that may occur prior to or after the Event.

- b. The Organiser will appoint a Health & Safety Officer for the Event, who will be responsible for the inspection of Exhibition Stands and also be responsible to supervise all the necessary provisions which have a direct or indirect bearing on the safety of the Event, as prescribed by legislation such as the Safety at Sports and Recreational Events Act, 2010.

28. AMENDMENT OF RULES

- a. These rules shall be subject to amendment at the discretion of the Organiser.