

India Trade Promotion Organisation

Rules and Regulations for Participation in 61st Summer Fancy Food Show, New York (USA), June 28 -30, 2015, Level 3, Jacob Javits Convention Centre, New York (USA)

Application in the Prescribed Form duly TYPED for participation in overseas activities of ITPO is to be submitted along with participation fee through Bank Draft/Pay Order/RTGS/ NEFT/Bank Transfer for booking of space. Space is offered with an area of 100 sq. ft. (minimum bookable space)

1. Allotment of Space to the Participants

- a) Selection of participants will be done on first-cum-first served basis subject to first receipt of advance booking amount of Rs 1,00,000/- (Rupees one lakh).
- b) ITPO would make allocation of available space in the show premises at its discretion;
- c) Submission of application for booking of space does not automatically confer a right for allotment of space.
Approval of application for space will rest with ITPO.
- d) The space allotted to the approved participants is to be exclusively used by them for display of their exhibits as approved by ITPO. Subletting of space is not permissible. Violation of this clause may lead to cancellation of space allotted, forfeiting of space rent paid to ITPO and debarring the participation from the future participation in ITPO's events.

2. Refund of Participation Fee

Part-Refund of participation fee will be considered in case where

- a) The space rent paid by the participant is in excess of the actual amount due to ITPO.
- b) The participants after approval withdraw from the participation but space is subsequently let out to some other participant who pays for the space. In such cases the first party can be allowed the refund after deducting 20% of the total amount payable.
- c) There is a change in the venue and date of an event and due to this the participant is unable to participate.
- d) Non-availability of space, rejection of application or in the event of cancellation of participation due to unforeseen circumstances.
- e) In case of force majeure where the participant is unable to participate due to the circumstances over which he has no control.

3. Visa :

- a. ITPO, as a Trade Promotion Organisation, will provide necessary assistance to the representatives of the participating Company by issuing recommendatory letter to the concerned Mission for obtaining visa.

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- b. Visa recommendation letter will be issued only in favour of the Chief Executive/ Proprietor/Senior Level Officer dealing with exports of the Company who can take on the spot decision.
- c. ITPO shall not be liable, in case the concerned Mission of the host/transit country denies visa to a representative of the participating Company for any reason.
- d. Since ITPO, on behalf of the participating company, has already committed for certain financial bindings by booking of space, construction/decoration of stand, catalogue entry, general publicity support etc., it will not be possible to consider any refund on account of denial of visa/delay in receipt of visa.

4. General :

- a. Only goods of Indian origin will be allowed for display in Indian Pavilion. Participants will be allowed to display only those products which have been selected and approved by ITPO.
- b. Exhibits of participants whose representatives do not turn up at the Fair/Show will not be displayed.
- c. ITPO will not arrange shipment of exhibits for display. Participants will make their own arrangements for dispatching the exhibits at their own cost and risk.
- d. Participants will make their own arrangements for removing exhibits from the packing cases and displaying them in the booth. Likewise, after the Fair, participants will make their own arrangements to repack and send the exhibits back to India.
- e. Participants will comply with instructions regarding packing and dispatch of exhibits and other matters concerning their participation. All payments with regard to import duty, any local taxes and forwarding the exhibits back to India will be borne by the participants in foreign exchange.
- f. Participants will not be allowed to remove the exhibits during the show without specific written permission from ITPO or show Organisers.
- g. Participants will be required to furnish complete information on orders booked, enquiries generated, retail sales, etc. during and after the close of the Show. Compliance with this rule will be one of the criteria for selection of the participants for future ITPO programmes.
- h. All expenses for travel to & fro, and stay abroad including boarding, lodging, medical treatment, insurance, etc. will be borne by the participants themselves.
- i. Participants will adhere to such other regulations as may be prescribed by the country in which the show is held and/or the Fair Organisers.
- j. In the event of postponement/abandonment/cancellation of the Fair/ Exhibition/Show, or in case of exhibits not being displayed due to any reason, ITPO shall be under no liability to compensate expenditure or loss, if any, incurred by the participants.
- k. In case of default of any payment due from the participants, ITPO reserves the right to debar them from participation in ITPO's Fair in India & abroad and bring to the notice of appropriate authority.

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- l. Any dispute/differences arising out of these terms and conditions of participation shall be referred to the Chairman and Managing Director of India Trade Promotion Organisation whose decision or award shall be final and binding.
- m. The terms and conditions of participation shall be subject to the jurisdiction of courts in the State of Delhi.

DECLARATION

We have studied the rules and regulations for participation carefully and agree to abide by the same.

Signature of the Authorised Representative

Place:

(Company Seal)

Date:

Name: