



## DELEGATES TERMS AND CONDITIONS

International Conference and Exhibition Professionals (Company No. 200801037581) a company incorporated under the laws of Malaysia, and having its business office at Etiqa Twins, Level 27, Tower 1, 11 Jalan Pinang, 50450 Kuala Lumpur, (hereinafter referred to as “iCEP”) is managing and organising the Malaysia Upstream Project Excellence Conference (“UPEC 2023”) from 20th November to 21st November 2023.

iCEP shall hereinafter be referred to as “**the Organiser**” in these terms and conditions which terms will be deemed to include iCEP’s permitted assigns, authorised agents and personnel of which the iCEP’s roles shall be expected to vary, as detailed below.

The Event will be conducted physically at Kuala Lumpur Convention Centre, Kuala Lumpur whereas by submitting the Registration Form, you have agreed to participate in the said Event, save and in accordance with this Terms and Conditions.

This Terms and Conditions shall govern your participation, access and utilization of the said Event. You are advised to read and understand this Terms and Conditions before subscribing to the said Event.

WHEREAS:

### 1. GENERAL

- 1.1 This Contract, consisting of the Registration Form, this Terms and Conditions, constitutes the entire agreement between the parties and supersedes all prior agreements whether written or verbal, between you and the Organiser. No statements, proposal, promises, negotiations or agreements whatsoever, in writing or verbal, in conflict with the terms of this Contract have been made by the Organiser or you which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Contract may be amended and modified only in writing signed by both parties. No statement or representation about the Exhibition or otherwise concerning the subject matter of this Contract may be relied upon by you unless expressly set out in these terms.
- 1.2 Each provision (or part thereof) of this Contract shall be construed separately and independently from each other. Accordingly, if any provision of this Contract is found to be unenforceable or invalid, such provision shall be ineffective to the extent of such unenforceability or invalidity, without affecting the remaining provisions of this Contract
- 1.3 In these terms: all references to payment to the Organiser, mean payment hereby directed to be made to the bank account specified in Methods of Payment; the singular includes the plural and vice versa; headings are for reference and do not affect meaning; “including” is not a word of limitation; no rules of construction will apply to the disadvantage of a party who put forward these terms or any part; any invalid or unenforceable part will be severed to the extent invalid or unenforceable and the remainder will remain in full force and effect; the consent of the Organiser may be withheld or given on conditions in its absolute discretion; and in this Contract reference to any currency is to USD and nothing can be construed as a lease, or right of lease, or possession or exclusive occupancy, Time whenever mentioned in the Contract shall be the essence of the Contract.

### 2. OFFER & ACCEPTANCE

- 2.1 The submission of a complete Registration Form by you shall be regarded as an offer from you to enter into this Contract (“**the Offer**”).
- 2.2 The acceptance of the Offer on the part of the Organiser is deemed to be taken place upon issuance of the first invoice by the Organiser to you (“**the Acceptance**”) and would therefore constitute a contract and shall bind both parties as a final and conclusive agreement thereafter. The Acceptance, once take place, would means that the Organiser agrees to grant you access to the said Event in accordance with the chosen Category as ascribed in the Registration Form (“**granted Access**”).



2.3 For avoidance of doubt, the Organiser may in its absolute discretion:

- a) reject any Registration Form, terminate this Contract at any time in the interests of maximising the success of the said Event;
- b) postpone or change the dates for the holding of the said Event, shorten or lengthen the duration of the said Event, change the hours during which the said Event is open to you or change the said Event.

### 3. PAYMENT TERMS

3.1 You hereby undertake to pay to the Organiser the amount of chosen Category as the agreed fees to access and utilize the Event (hereinafter referred to as “**Access Fees**”).

3.2 For the avoidance of doubt, the Access Fees is not inclusive of any tax imposed by the Government which is chargeable per person.

3.3 Payment can be made by the following methods:

a) Credit Card

The accepted credit cards are MasterCard and Visa. You may find that the name iCEP E-Commerce will be reflected in the credit card payment and your credit card statement.

b) Bank Transfer / Cheque

Please state your first and last name and “UPEC 2023” on the bank remittance slip. A copy of the bank remittance slip shall be sent to the Organiser’s personnel at [finance@icep.com.my](mailto:finance@icep.com.my).

Account Name	:	International Conference and Exhibition Professionals
Bank Name	:	CIMB Bank Berhad
Bank Address	:	Lot C04-C05, Concourse Level, Petronas Tower 3, Suria KLCC, Kuala Lumpur
Account No.	:	8001 0777 42 (MYR)
Swift Code	:	CIBBMYKL

3.4 In the event you fail to comply with the method of payment ascribed in Clause 3.3 above, the Organiser may in its absolute discretion, and without limiting its rights, terminate this Contract and resell or otherwise use the access allocated to you.

### 4. WITHDRAWAL & REPLACEMENT

4.1 In the event you elect to withdraw from this Contract, you shall notify the Organiser through a proper notice in accordance with Clause 11 hereof, on or before 14th October 2023;

4.2 You hereby agreed that the entitlement over refund of Access Fees paid to the Organiser are subject to the followings:

- a) If notice to withdraw is issued to the Organiser on/before **30<sup>th</sup> September 2023**, you will be entitled with full refund of Access Fees;
- b) If notice to withdraw is issued to the Organiser between **1<sup>st</sup> October 2023** until **14<sup>th</sup> October 2023**, you will be entitled with 50% refund of Access Fees;



- c) If notice to withdraw is issued to the Organiser on/after **15<sup>th</sup> October 2023**, you will not be entitled with any refund of Access Fees; and
- d) If you have not attended the said Event, you will not be entitled to any refund of Access Fees.

4.3 Replacement of a registered delegate is only permitted if:

- a) Notice to request for replacement of delegate is issued to the Organiser on/before **10<sup>th</sup> November 2023**; and
- b) The replacement is between delegates from the same organisation.

## 5. YOUR RESPONSIBILITIES & UNDERTAKING

5.1 You shall comply with all requirements and procedures described or referred to in the Code of Conduct and Business Ethics to be issued by the Organiser prior to you being given access to the said Event, and all directions or instructions issued by the Organiser in relation to the access of the said Event.

### 5.2 Granted access at the Venue

- a) You shall keep the entry pass to the Venue and any other venues of the said Event only to yourself and shall not let anyone else access the Venue and any other venues of the said Event on behalf of you;
- b) You shall not assign or deal with any of your rights or obligations under this Contract and must not without written consent of the Organiser allow any other person or entity to access the Venue and any other venues of the said Event;
- c) You must not infringe any law or any person's intellectual property rights or do or allow anything which is defamatory, libellous and otherwise actionable to the Organiser at any venues of the said Event.

### 5.3 Granted access in the Virtual Platform

- a) You shall keep the Security Code, User ID and Password only to yourself;
- b) You shall not assign or deal with any of your rights or obligations under this Contract and must not without written consent of the Organiser allow any other person or entity to access the Virtual Platform of the Event;
- c) You shall not use the Virtual Platform of the Event as a medium and/or platform and/or mean to provide and/or share any link to any party that may direct that party to any third-party website without obtaining prior consent of the Organiser;
- d) You must not infringe any law or any person's intellectual property rights or do or allow anything which is defamatory, libellous and otherwise actionable to the Organiser.
- e) Electronic Device
  - i. You shall, at all times, be responsible for using of any personal and/or third party's device including computer, mobile phone, tablet to obtain access to Internet and to the Virtual Platform of the Event at your own risk and expense;



- ii. You are also responsible for your own personal and/or third party's device antivirus, firewalls and security measures to prevent any unauthorized access to your Security Code, User ID and Password;
  - iii. You shall not use and/or access the Virtual Platform of the said Event on any jail-broken or rooted device.
- f) Internet Browser/Hardware/Software
- i. You shall, at all times, be responsible for using of any necessary internet browser and/or any other search engines and/or hardware and/or software necessary to obtain access to Internet and to the Event App of the Event at your own risk and expense.
- g) Access to Internet
- i. You shall, at all times, be responsible for maintenance of any account that you may have with any network service provider for your access to Internet to be able to access the Event App of the Event. You acknowledge that access to Internet, to that extent, would be subject to terms and conditions between you and the network service provider of your choice;
  - ii. You shall, at all times, be responsible for using of any public Wi-Fi connection provided by third party for you to be able to access the Event App, at your own risk and expense;
- h) You agree and acknowledge that the Organiser shall not be held liable for your inability to access the Event App of the Event or any part thereof, leaked of personal data including Security Code, User ID and Password, misused of access by third party as a result of:
- i. Your failure to use a well functioned device;
  - ii. Your failure to use the necessary internet browser and/or any other search engines and/or hardware and/or software;
  - iii. Your failure to maintain its account with its network service provider resulting to difficulties in getting access to Internet and to the Event App of the said Event;
  - iv. Unstable Wi-Fi connection.
- i) You shall not let anyone else to operate on behalf of you, or leave device unattended whilst you are logged on to the Event App of the Event. The Organiser shall not be liable to any loss or damage to any content (including without limitation any loss of funds, leakage of date) incurred or suffered by you or any other party in the event any or all of your information are accessed, used or howsoever otherwise dealt with the third parties under the Event App of the Event.

- 5.4 You hereby agreed that the Organiser may suspend or restrict your access to the Event whenever you breach any term, condition or provision of these Terms and Conditions until such breach is being rectified or there is any reasonable reason to believe that you had breached any legal, regulatory or other authority or body relevant hereto or to revoke your entry pass to physical and/or virtual events as the Organiser deems fit in its absolute discretion.

## 6. INDEMNITY

- 6.1 You must comply with all laws applicable to the holding of the Event, including all rules and regulations of the said Event and any other regulatory body and must indemnify the Organiser from the following circumstances: -





- a) against all suits, claims, cost, expenses and liability which the Organiser may suffer or incur as a result of the omission or non-compliance by you with such applicable laws and regulations, and must discharge and indemnifies the Organiser from and against all liability for all debts and other sums payable by you relating to your participation in the Event;
- b) against all suits, claims, cost, loss, expense, damage and liability which the Organiser may suffer or incur arising from any loss or damage to content, however caused by any act, omission or default by you, and/or arising from any breach by you of any obligation or warranty under this Contract;
- c) against any loss suffered (whether directly or indirectly), nor be in default under this Contract for any delay, failure or interruption resulting directly or indirectly from industrial action, blackout, fire, war, terrorism, civil or military unrest, explosion, earthquake, flood, labour dispute, weather or environmental conditions, government sanction, pandemic, act of God, ministerial action having the force of law or any other event or cause outside of the control of the Organiser, or if the attendance at the Exhibition is adversely impacted by any of the events or causes of the nature referred to in this clause. In all such circumstances the Organiser is entitled to retain all moneys paid by you;
- d) against any deficiency in accessing the said Event which, while acting in good faith and after taking all reasonable measures, is beyond the Organiser control.

## **7. LIMITATION OF LIABILITY**

- 7.1 The Organiser does not warrant or guarantee and specifically exclude any liability to you in relation to:
- a) any difference between the estimated and actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors in the Event;
  - b) time or quality of services, or failure or deficiency in the provision of services which are beyond the control of the Organiser;
  - c) cancellation, postponement, part time opening or relocation of the said Event or of any conference, seminar or speaker program scheduled to run in conjunction with the Event, or the failure of any particular speaker to appear at the said Event or related conference, seminar or speaker program;
  - d) any event or circumstance outside the Organiser's control which impacts upon, prevents or limits the operation of the Event or the performance of the Organiser's obligations under this Contract;
  - e) You agree that your participation in the Event is wholly at your own risk;
  - f) excludes all terms, conditions and warranties implied by law or otherwise, all liability for any indirect, special, economic or consequential loss or damage, loss of revenue, profit, goodwill, bargain, opportunity, or anticipated savings, incurred or suffered by you;
  - g) excludes all liability for injury to or death and all liability for any loss or damage to any property of you, however arising;
  - h) to the extent the Organiser has any liability to you or anyone claiming through you limits its aggregate liability to no more than the total amount payable by you under this Contract, under or in relation to this Contract, your participation in the said Event, the performance or non-performance of this Contract or any activity contemplated by this Contract, whether for breach of contract, tort (including negligence), equity or under any statute or otherwise.

## **8. ASSIGNMENT & NOVATION**



- 8.1 The Organiser may at any time, assign, novate or otherwise deal with any of its rights and/or obligations under this Contract. No assignment, novation or any other vesting of right shall be effective unless and until the Organiser gives proper notice to you of assignment or novation of its obligations, the Organiser will be released from all and any further obligation under this Contract from the date of such notice.

## **9. GOVERNING LAWS**

- 9.1 This Contract is governed by the laws applicable in Malaysia and both parties submit to the exclusive jurisdiction of the courts of Malaysia.

## **10. NO WAIVER**

- 10.1 Waiver of a breach of the Contract or of any rights created by or arising under the Contract shall be put in writing and signed by the party granting the waiver.

## **11. NOTICE**

- 11.1 Notice to the Organiser, whenever mentioned in the Contract means an email sent to [upec@icep.com.my](mailto:upec@icep.com.my) (Attention to Sales team).

## **12. LANGUAGE**

- 12.1 English shall be the language of the Contract. All meaning and interpretation of terms must be following its literal meaning in English.

## **13. FOREIGN REMITTANCE**

- 13.1 You shall pay your Access Fee with the USD equivalent at the then prevailing rate of exchange for the relevant currency together with any other fee and charges which may be incurred at the time of processing the payment. The Organiser shall not be liable to you for any shortfall as a result of any fluctuation in the rate of exchange.
- 13.2 The issuance of any foreign remittances shall also be subject to Exchange Control Act 1953 and any Exchange Control regulations and guidelines issued by Bank Negara Malaysia for the time being in force.

## **14. EARLY BIRD PRIVILEGE**

- 14.1 The Organiser may at its absolute discretion select any delegate including you for purpose of early bird promotion.
- 14.2 If so selected, you may, subject to Clause 14.3, withdraw from this Contract by issuing notice to the Organiser at any time provided always that the withdrawal is due to occurrence of any government sanction and/or pandemic which restrict and/or prohibit and/or restraint your travel movement to the Venue of the Event.
- 14.3 You shall provide all documentary evidence as may be required by the Organiser in regards to reason of withdrawal to the Organiser's satisfaction including evidence that you have reasonably exhaust all means to travel to the Venue of the Event.
- 14.4 For purpose of this Clause, Clause 6.1 (c) shall not be applicable to you and is replaced with the followings:  
a) You must comply with all laws applicable to the holding of the Event, including all rules and regulations of the Event and any other regulatory body and must indemnify the Organiser against any loss suffered (whether directly or indirectly), nor be in default under this Contract for any delay, failure or



interruption resulting directly or indirectly from industrial action, blackout, fire, war, terrorism, civil or military unrest, explosion, earthquake, flood, labour dispute, weather or environmental conditions, act of God, ministerial action having the force of law or any other event or cause outside of the control of the Organiser, or if the attendance at the Exhibition is adversely impacted by any of the events or causes of the nature referred to in this clause. In all such circumstances the Organiser is entitled to retain all moneys paid by you.

- 14.5 Any privileges granted under this Clause may be retracted by the Organiser at its absolute discretion if you have breached any other terms of this Terms and Conditions.

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