

Asia Pacific Top-Level Domain Association (APTLD)

GUIDELINES FOR ATTENDANCE OF APTLD EVENTS

31 May 2019

The following Guidelines are intended to help produce and direct an APTLD Event to ensure the safety of all participants, to meet the requirements of local government permits and to be compliant with the APTLD Constitution and Applicable APTLD Policies.

Article 1 - Definitions

Applicant: each natural or legal person who has submitted an online Application Form to be a Participant in an Event;

Conditions of Participation: the conditions contained in default in APTLD's consent to a potential Participant's Application Form;

Event: the Event to be held by or in cooperation with APTLD;

Registration Form: the online form by which a potential Participant applies to take part in an Event;

Participant: every natural or legal person who has submitted a Registration Form to be a Participant in an Event and who is considered such once the Participant has received a confirmation from APTLD by email or his/her name has been publicly listed on the Event website;

Participation Fee: the amount of the down payment owed by the Applicant to APTLD for his/her application to take part in an Event;

Article 2 - Application

An application to participate in an Event should be made by completing the Registration Form, which can be obtained through APTLD's online registration system.

The Applicant warrants that the data supplied with his registration are correct.

By submitting a Registration the Applicant authorizes the use and storage of the data. Upon receipt of the Registration APTLD may use these data for the organization of the Event and for Event-related publication purposes through the through printed and online media etc.

Registrations which cannot be accepted immediately owing to lack of space may be put on a waiting list. A decision on these registrations shall be made before the opening of the relevant Event.

APTLD reserves the right to refuse a Registration at its own discretion.

APTLD also reserves the right, as regards acceptance of registrations, to grant priority to members of the Association and organizations acting as joint organizers/sponsors of the Event.

If APTLD refuses a registration, it will refund payment(s) (including down payment(s)) collected as the Participation Fee.

Article 3 - Changes

In extenuating circumstances, APTLD has the right to amend the dates and times of an Event or, in exceptional circumstances, to change the concept and/or location of the Event, or to cancel the Event. In such case, the Participant shall not be entitled to claim compensation for any costs and/or loss or damage incurred.

If the Event is cancelled, APTLD will refund the Participation Fee paid by the Participant to APTLD. This refund will be made within 60 days after the date on which APTLD has publicized the cancellation of the Event.

Article 4 – Participation Fee

Participation fee is waived for the following categories of Participants:

- a) APTLD Members;
- b) APTLD staff;
- c) Outsider Participants invited by the APTLD Board;
- d) Outsider Participants invited by GM and staff upon the Board's consent;

e) Outsider Participants invited by Members upon the Board's consent.

All other categories of Participants should pay a per-capita Participation Fee in an amount of USD100 per each day of the Event.

Such a payment should be made solely by means of bank transfer to the designated account as a sponsorship fee.

Upon payment of their Participation Fee, Participants will receive a number of confirmations, specified in advance, which shall provide continuous admission to the Event. These confirmations are personal and may not be sold to or used by persons other than the Participant.

Article 5 - Event Agenda and Participants

Participants may request a speaking slot on the Event Agenda, subject to APTLD's consent.

APTLD has the right to decline the request for a speaking slot without giving a reason therefor.

Participants shall notify APTLD of the goods and services which will be exhibited/disseminated at the Event. APTLD has the right to refuse the exhibiting/disseminating of such goods and services or immediately remove such goods and services - or arrange for their removal - from the Event without owing any compensation for such removal and without having to give reasons therefor. Any costs incurred in connection with such removal will be borne by the Participant.

For marketing purposes APTLD takes photographs and/or makes film recordings of the Event and persons present there. Participants and staff engaged by them must permit publication and/or distribution of the photographs and recordings and indemnify APTLD against any claims in this respect.

Article 6 - Use of Event Facilities

The Participant shall have access to the Event Facilities solely for the purpose of participation in the Event during such period(s) as are specified in Event agenda

The Participant is obliged to strictly comply with the instructions given by or on behalf of APTLD, the Event Facilities management and staff, and local authorities.

Unless expressly agreed otherwise in writing with APTLD, the Participant is not permitted to:

- a) engage in activities which, in the opinion of APTLD, cause damage to or detract from the Event as such, or one or more Participants, visitors, groups of visitors or third parties;
- b) engage in activities that cause damage or nuisance to APTLD, other Participants, namely soliciting, coercive behavior, noise nuisance, obstruction of light or view or nuisance in any other form;
- c) engage in activities that disrupt or are likely to disrupt the flow of the Event;
- d) project images, amplify speech by means of loudspeakers, and play music (live or otherwise), consume alcoholic drinks and smoke outside of designated space;
- e) make changes in or to the Event Facilities, for instance by gluing, painting, hacking in, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and so forth;
- f) offer or advertise goods and services that have not been agreed upon with, or have been refused or removed on APTLD's instructions;
- g) sell goods or services without APTLD's consent;
- h) use the partition walls of the adjacent facilities;
- i) have any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides), foul-smelling substances or radioactive sources in the Event facility and/or have any open fires;
- j) bring food and/or drinks into the Event Facility or cause the same to be done, and/or stock or sell them and/or distribute them free of charge, unless this is done in accordance with the provisions of the applicable laws and regulations;
- k) organize lotteries and hold competitions without APTLD's consent; if a Participant has such consent, he must strictly comply with the applicable laws and regulations;
- l) conduct or arrange for surveys and interviews among Participants in the Event, without APTLD's consent.

Article 6 - Intellectual property rights

The Participant is not permitted to display, offer and/or sell any goods or services in the Event Facilities which infringe another person's intellectual property rights. For this purpose intellectual property rights are deemed to include any patent, trademark, design right, copyright, know-how or domain name (or application for the same).

If infringement has been established in a judicial ruling, APTLD is entitled to remove the goods concerned (or have them removed) at the expense and risk of the Participant, deny the Participant access to the Event and take whatever other measures that it considers necessary, without prejudice to the provisions of article 8.

Article 7 - Risk and liability

Goods of a Participant, including personal belongings and their packaging, present in the Event Facilities are at the expense and risk of the Participant. APTLD does not concern itself with the security or insurance of the goods.

The Participant is responsible for obtaining the requisite licences and permits for his/her participation in the Event and for Event-related activities as well as for complying with the laws and regulations applicable to his activities.

APTLD is not liable for any loss or damage suffered directly or indirectly by a Participant, by his personnel, by persons working on the instructions of the Participant, unless in case of gross negligence or willful intent on the part of APTLD.

The Participant is liable for and must take out adequate insurance against any and all loss or damage of any nature whatever that is caused by acts or omissions of the Participant himself, his personnel, persons who work for him or on his instructions in any way whatever, and for loss or damage which is caused in any way by his goods and services.

The Participant indemnifies APTLD against any and all claims that third parties may bring against APTLD in connection with its acts or omissions.

APTLD shall not be obliged to intervene in any disputes to which it is not a party, including but not limited to disputes between Participants.

In the absence of cover, APTLD's liability is limited to the Participation Costs owed by the Participant on the basis of his application.

Article 8 - Non-performance

Where a Participant, his personnel, persons working for or on the instructions of the Participant act in breach of any provision herein or fail to follow an instruction given by or on behalf of APTLD, APTLD is entitled, without recourse to the courts and, where necessary, at the expense of the Participant, to take whatever measures it sees fit, including but not limited to the following:

- a) terminate the Participant's participation in the Event, without the need for prior notice of default; and/or
- b) keep possession of, store and, if necessary, destroy the goods of the Participant and anything constructed or installed by the Participant; and/or
- c) exclude the Participant concerned from participating in the Event and any other Events to be organized;

-notwithstanding APTLD's right to claim full compensation for any loss or damage suffered and/or yet to be suffered.