

## THE EXHIBITION HOUSE RULES

In order to ensure conformity, the Exhibitor shall comply with the following rules and regulations with regard to its exhibition:

### GENERAL RULES:

1. The product/service to be exhibited by non-competitive outside companies **may not at any time be in direct competition** with any of the Tenants at the Shopping Centre. Should this be the case Centre Management will request the immediate removal of such items or exhibition.
2. Promotions/Exhibitions in the Shopping Centre are required to be professional, of world-class standard and add value to the Shopping Centre.
3. The in-centre and/or exhibition spaces all have a **height restriction** of 1.5 metres and a **width restriction** of 3 metres.
4. The Exhibitor shall, during the exhibition, keep the exhibition space clean and neat at all times.
5. No exhibit or banner used by the Exhibitor may obscure a Tenant's shop front or signage from public view at any given time. All banners are to be branded double sided. The Exhibitor shall comply immediately with any directive from Centre Management in this regard.
6. **Distribution of pamphlets and/or any other promotional material is not allowed** in the Shopping Centre (other than the designated exhibition space) or in the parking area. The use of helium balloons will need to be cleared by Centre Management prior to utilising such helium balloons.
7. **The fittings or finishes in the Shopping Centre** (for example pot plants, lampposts, walls, shop fronts, water features, pillars etc.) may not be used by exhibitors as display structures, or for support purposes. The use of screen boards (of a maximum height as indicated in the defined exhibition floor plans) will be allowed for this purpose. The Exhibitor may not move any standing street furniture (for example dustbins and/or fixed benches) to accommodate an exhibition.
8. In the case of **audio appliances** or equipment that causes auditory interference, exhibitors are to consider the interests of surrounding Tenant/s and the public, i.e. volume levels are to be kept within reasonable limits. These limits are set by Centre Management who reserves the right to restrict or prevent audio broadcasting if considered necessary. Should the exhibitor be called upon to effect certain improvements and directives, but refuse to do so, the exhibition will be cancelled with immediate effect and no refunds will be made to the Exhibitor.
9. Should the Exhibitor wish to market its merchandise by way of **Electronic Marketing**, that is by using cellular telephone technology such as short message services/sending ("SMS"), blue tooth methods of communication or multimedia service ("MMS") and/or any other related technology (hereinafter referred to as "Cellular Telephone Marketing"), the content and frequency of such

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Cellular Telephone Marketing will be subject to Centre Management's prior written approval and shall not contravene clause 1. The Exhibitor acknowledges and accepts that the marketing of its merchandise in any manner, way or form shall be subject to and comply with the Consumer Protection Act No. 68 of 2008.

10. All **exhibitions should be set up** by 08h30 and be operational by 09h00 on the day the exhibition commences. The Exhibitor acknowledges and accepts that the minimum exhibition hours shall be the same as the trading hours of the Shopping Centre. Failure to do so will, due to the nature of the breach, result in a penalty charge of **R 1,000.00 (One Thousand Rand)** per day to the Exhibitor, payable immediately via EFT, no cash accepted. Failure to make payment will result in cancelation of this Agreement.
11. All exhibition vehicles must park away from prime parking. This will be allocated by Centre Management, unless otherwise indicated (where parking on site is unavailable).
12. **Smoking, eating, drinking or chewing gum** is not allowed at the exhibition space/s.
13. Exhibition must be **manned at all times** and **staff must be properly branded and professional during the exhibition period**. Failure to do so will, due to the nature of the breach, result in a charge of **R 1,000.00 (One Thousand Rand)** per day to the Exhibitor, payable immediately via EFT, no cash accepted. Failure to make payment will result in cancelation of this Agreement.
14. All **exhibition spaces are to be cleared and cleaned** by 19h00 on the last day of the exhibition of all merchandise, fixtures and fittings used for the exhibition. Failure to do so will, due to the nature of the breach, result in a charge of **R 1,000.00 (One Thousand Rand)** to the Exhibitor.
15. All **storage or packaging** material (for example cardboard boxes) has to be removed from the exhibition space, or concealed from public view before the commencement of the exhibition.
16. All exhibitions must comply with the Occupational Health and Safety Act No. 85 of 1993 (as amended), including the Regulations and annexures thereto as well as any other Laws, Municipal safety regulations and bylaws, as well as those that may be required by Centre Management and/or the Landlord (as the case may be).
17. **No surveys** may be conducted inside or outside the Shopping Centre without the prior written consent from Centre Management.
18. All exhibitions must be accompanied by **printed or professional quality signage** presented on a stand. No double sided tape and stickers are to be used. No handwritten signage is permitted. Display material, banners and/or posters may not be stuck on pillars, walls or trees.
19. No Pull Up Banners are allowed.
20. No exhibition material is allowed off stand and no exhibitor is allowed to stand off the flooring of the stand.

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21. No harassing shoppers.
22. No promiscuous branding.
23. No setting up of a stand without a permit.
24. Exhibition carpeting is compulsory.
25. No promoting the following:
  - A. Alcohol
  - B. Gambling
  - C. Cigarettes
  - D. Sex or nudity
26. The signage should be of such a standard that there is no doubt as to the current Exhibitor's identity, or in the case of a Tenant exhibition, where the shop is situated in the Shopping Centre and what products/services it has to offer. In order to ensure conformity the signage and stand are subject to Centre Management's approval prior to set-up.
27. All tables used during exhibitions must be covered **neatly, by means of tidy and clean table clothes** which must reach floor level. Collapsible tables are to be used (and legs of tables properly set up to secure tables) and are to be removed from the exhibition site overnight. It is specifically recorded that Centre Management does not have any storage anywhere in the Shopping Centre for any of the Exhibitor's exhibition material and/or goods and/or merchandise.
28. All Exhibitors must supply their **own exhibition material**, for example, but not limited to tables, tablecloths, chairs, screen boards as well as carpeting.
29. All exhibitions are subject to spot checks and inspections by Centre Management.
30. Although the Shopping Centre has an on-site security company (the "Security") patrolling the Shopping Centre, the Security will not be held liable for any injury and/or loss and/or damage experienced during any of the exhibitions. Should the Exhibitor have any additional **security requirements** during the duration of the exhibition, such security can be arranged, at the Exhibitor's own cost with the Security. In order to ensure conformity, no private security personnel will be allowed unless prior written approval has been obtained from Centre Management.
31. Exhibitors will be held liable for and shall repair any **damages to the building, or to any person attending the exhibition or** from any cause whatsoever, arising from the exhibition.
32. The Landlord (or his official representatives) **reserves the right to cancel**, or relocate, any exhibition and may ask any Exhibitor to change or remove any exhibition material at any time.
33. The Landlord (or his official representatives) and/or Centre Management (as the case may be) **reserves the right of admission**.

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34. The Landlord and Centre Management give no warranty that the exhibition space is suitable for its intended purpose.
35. Exhibitors undertake to ensure that their staff and contractors are familiar with the Shopping Centre's Exhibitions Rules & Regulations as set out in this agreement.

## **VEHICLE EXHIBITIONS:**

- 35.1.1 When a **vehicle** is required to be part of an exhibition, the Exhibitor should arrange both access in and egress out of the Shopping Centre with Centre Management, one week prior to the exhibition.
  - 35.1.1.1 Vehicles brought into the Shopping Centre must be accompanied by a representative of the Shopping Centre's Security.
  - 35.1.1.2 The Exhibitor will:
    - 35.1.1.2.1 ensure that vehicles are brought into and taken from the Shopping Centre at the times as agreed to with Centre Management;
    - 35.1.1.2.2 ensure that vehicles contain a minimum of 1(one) litre fuel at all times
    - 35.1.1.2.3 leave a key to each vehicle on display in a sealed envelope at the Security Control Room for the duration of the exhibition;
    - 35.1.1.2.4 position the vehicle to face the nearest exit:
    - 35.1.1.2.5 keep the vehicles on display clean;
    - 35.1.1.2.6 keep vehicles manned at all times during exhibition hours. In an effort to ensure that vehicle alarms are not activated during exhibition hours, the Exhibitor shall ensure that all vehicle alarms are deactivated during exhibition hours;
    - 35.1.1.2.7 only display the number of vehicles in the exhibition space as agreed with Centre Management;
    - 35.1.1.2.8 display vehicles at own risk;
    - 35.1.1.2.9 supply a suitably sized fire extinguisher for the Exhibitor's display;
    - 35.1.1.2.10 check all vehicles to avoid oil leaks on the tiles and/or paving of the Shopping Centre;
    - 35.1.1.2.11 ensure that under no circumstances, except in case of emergency, are any vehicle allowed to be started during exhibition hours;
    - 35.1.1.2.12 ensure that it operates the exhibition space according to the provisions of clause 10 above. Due to the extent and nature of motor vehicle exhibitions, should the Exhibitor

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be unable to adhere to the a foregoing provisions, it will be the sole responsibility of the Exhibitor to obtain Centre Management's prior written approval of the time frames during which the Exhibitor will be able to operate the exhibition space.

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