

**ART SG**

5-7 NOVEMBER 2021

MARINA BAY SANDS

SINGAPORE

**FOUNDING AND  
LEAD PARTNER**



**APPLICATION  
INFORMATION**



Set to be the leading art fair in Southeast Asia, ART SG is a dynamic new platform showcasing the most visionary and exciting contemporary art from the region and around the world. Launching in October 2021 at the Marina Bay Sands Expo and Convention Centre at the heart of Singapore's financial district, ART SG will welcome significant international and regional galleries alongside a cutting edge program of installations, special projects, experimental film, thought provoking talks and performances.

Bringing progressive concepts and curation to the Singapore art landscape, ART SG will deliver Fair of international standard and best practices, with a distinctive identity. The Fair will foster artistic excellence and cultural dialogue across Southeast

Asia and the broader Asia Pacific region. Differentiated from other art fairs, ART SG is geared towards the interests of the globally minded collector and aims to expand these interests by promoting new discourse and connections; encouraging cross-border collecting. ART SG will help galleries to broaden and deepen their networks.

With three different gallery sectors available for participation: **GALLERIES**, **FOCUS** and **FUTURES**, the fair will showcase high quality international content alongside distinctive Southeast Asian contemporary art practice, creating a multi-faceted place of exploration for new and established collectors.

A NEW MEETING PLACE FOR THE  
INTERNATIONAL ART WORLD.  
A CULTURAL DESTINATION WITH A  
SOPHISTICATED AND INTERNATIONALLY  
MINDED COLLECTING AUDIENCE, AT THE  
NEXUS FOR SOUTHEAST ASIA



The island-state of Singapore is a fast growing economy, ideally situated within the hub of Southeast Asia. Less than a four hour flight from every other major Southeast Asian city, Singapore has an excellent logistics and services infrastructure supportive to large-scale trade and hospitality events, and access to a growing network of high net worth individuals from across the Asia Pacific region. Major event organisers such as the annual F1 Singapore Grand Prix have leveraged on these capacities to stage high profile shows targeting the ultra luxury sector.

Long cited as a model for developing economies in emerging markets in Asia, the Middle East, Africa and South America, Singapore's pro-market policies and exceptional wealth and growth have led to accolades such as being the easiest place in the world to do business, the best port of access for the vibrant Asian market, the world's leader in high-tech exports, and global recognition for its successful investment in the development of human capital.





As one of the world's leading private banking and wealth management centres, Singapore has been positioned at the epicentre of Southeast Asia's wealth creation story over the past decade. In 2018, the International Monetary Fund's World Economic Outlook ranked the nation's GDP per capita as fourth highest in the world, surpassing Hong Kong, and in 2019, Singapore reached first place within the World Economic Forum's assessment of the most competitive economies globally.

According to the Credit Suisse Global Wealth Report 2019, average wealth per adult in Singapore is at an impressive level. Between 2018 to 2019, Singapore moved from ninth to sixth in the world in terms of household wealth per adult, holding the second place in Asia behind Hong Kong. Financial assets make up 57% of gross household wealth in Singapore, a ratio similar to that of Switzerland. Singapore has 207,000 USD millionaires and 2.18 million Singaporeans are in the top 10% of global wealth holders, a high number given that Singapore has a population of just 6 million, while 5% of the total population are in the top 1% of global wealth holders.



In Knight Frank's 2019 City Wealth Index, a list of global urban powerhouses that considers wealth, investment and lifestyle, Singapore ranked fourth overall in the world, and tied with London for the top spot in terms of lifestyle wealth, citing the influx of private capital and its role as a gateway city for firms and funds to expand within the fast growing Southeast Asia region. Similarly, the Julius Baer Global Wealth and Lifestyle Report 2020 determined that Singapore is currently the fifth most expensive city globally and a major luxury destination.

These movements can be traced towards several key factors: Singapore's safe-haven reputation, a new generation of Singapore-based professionals who enjoy a high standard of living commensurate with earnings, as well as wealthy second-homers particularly from the surrounding countries of China, Indonesia, and the Philippines, gravitating towards the stable governance, banking infrastructure, education, medical care, and general ease of access in Singapore.

Singapore is home to one of the most vibrant art scenes and ecologies in Asia, with strong financial and lifestyle ties to other regional capitals such as Jakarta, Manila, Bangkok, Kuala Lumpur and Hanoi. Anchored by major museums such as the National Gallery of Singapore and Singapore Art Museum, which staged high profile shows such as *Minimalism: Space. Light. Object.* (November 2018 – April 2019) and *YAYOI KUSAMA: Life is the Heart of a Rainbow* (June – September 2017), which attracted record breaking crowds, as well as the Singapore Biennale, the leading biennale within Southeast Asia, there is significant institution-led outreach and encouragement to draw the general public to visual art events.

A growing regional collector base provides strong artistic



National Gallery of Singapore

patronage and the foundation for a thriving gallery scene. Visual arts precincts such as Gillman Barracks – a former military barracks now re-designated for arts and cultural usage – feature excellent international and local galleries, who represent and

create exhibitions for Southeast Asia's most outstanding artists. These are augmented by residency programs, public art projects and collector-driven platforms which highlight the diversity of artistic production within Singapore and across the region.

## THE AUDIENCE

### SINGAPORE: A NATURAL GATHERING PLACE FOR SOUTHEAST ASIA

ART SG's core audience will comprise new and established art buyers from the Southeast Asia region, including influential collectors and private museum owners, with a range of interests spanning Asian and international modern and contemporary art across various periods and mediums. Galleries will also have the opportunity to connect with regional real estate and

hospitality developers, high profile business leaders, tastemakers, art advisors, curators and critics, and broader members of the art loving public from across Southeast Asia and Asia Pacific.

ART SG has an extensive network of VIPs through our founders' global portfolio of art fairs and our advisory group, which consists of important

thought and business leaders across Southeast Asia. Through the strategic appointment of highly connected regional VIP Representatives in the various Southeast Asian capital cities, ART SG will continuously grow our audience base across the different market segments, contributing to the success of our exhibitors in establishing a presence within the region.

**GALLERIES**

The main sector of ART SG, showcasing outstanding presentations by leading international and regional galleries. Focused presentations of represented artists are encouraged.

**BOOTH FORMATS**

40, 60, 80, 100, 120 sq.m

**Price:**

US\$ 545 per sq.m

**FOCUS**

A contextualised sector for galleries presenting solo or duo artist programs, or curated thematic presentations. Priority will be given to proposals with an emphasis on Southeast Asian and Asian artists, or emerging to mid career international names, with an aim to showcase the range and development of their practice across different mediums (if applicable), and provide a foundation for insights and discussion of the artists' work.

**BOOTH FORMATS**

30 (solo), 45 – 60 sq.m.  
(two or more artists)

**Price:**

US\$ 485 per sq.m

**FUTURES**

A sector dedicated to supporting young galleries or artist-run spaces under the age of six years, presenting specially created content for ART SG.

Presentations should be created within the past 18 months and not previously exhibited in a gallery or institutional setting.

**Five booths of 25 sq.m  
will be made available**

**Price:**

US\$ 10,875

**PARTICIPATION**

Applications to ART SG are open to galleries which have a permanent exhibition space and hold regular curated exhibitions with a roster of represented artists. Selection for participation is based on the curatorial strength and premise of the gallery's application proposal, exhibition program and roster of represented artists. Criteria such as quality of the

artworks, previous art fair presentations, and any associated projects undertaken by the gallery are central to the Selection Committee's decision. Submission of application does not automatically confer the right of admission to ART SG in 2021. Decisions on admission are made exclusively by the ART SG Selection Committee. For review purposes the ART SG Selection Committee requires a clear description of the proposed presentation at the fair, supporting images, and preferably a provisional sketch of the booth layout.



**INCLUDED**

- Standard walling and lighting package
- Booth signage
- Basic booth cleaning
- Wi-Fi connection at the Fair
- Gallery information published on website
- Exhibitor passes
- Worker passes (valid only for build-up and take down)
- Tickets to the VIP preview and public days
- VIP packages

**EXCLUDED**

- Telephone connection
- Secure artwork storage
- Electrical outlets
- Furniture
- Insurance
- Additional walling
- Additional lighting
- Shipping costs
- Bank charges and/or fees
- Any items not listed in "included"

**WALLS & LIGHTS**

30% of the allocated sq.m booth size will be provided in linear meters of walling free of charge. Booths will also receive a standard allocation of one light per three linear meters of walling. Walls are 3.5 meters high and painted white.

E.g: a 30 sq.m booth will receive 9 meters of walling and three lights free of charge as their booth package. Successful applicants will be able to order additional walls and lights upon approval of final booth design.

**HOW TO APPLY****ONLINE: ARTSG.COM/APPLY**

The online application form asks for gallery information along with an exhibition proposal, images of artworks to be presented at ART SG [or similar if it is a new body of work] and associated supporting material including artist CVs.

**APPLICATION NOTIFICATION**

All applicants will be notified in writing as to the outcome of their application. Decisions of admission are made exclusively by the ART SG Selection Committee and no appeals will be allowed. Please note that confirmation of participation from the Fair Management removes conditional status of admission and gives legal validity to the Exhibitor Contract. For full details please refer to the Terms and Conditions on page 10.

**Applications are reviewed on a rolling basis by our Selection Committee:**

Simon Kirby, Victoria Miro Gallery, London | Venice  
 Ursula Sullivan, Sullivan + Strumpf, Sydney | Singapore  
 Richard Koh, Richard Koh Fine Art, Kuala Lumpur | Singapore | Bangkok  
 Shelly Wu, TKG+, Taipei

We encourage you to apply early. Applying at the earliest possible date will ensure ample time for considering additional opportunities offered to participating galleries, such as inclusion in our Platform, Film and New/Now sectors.

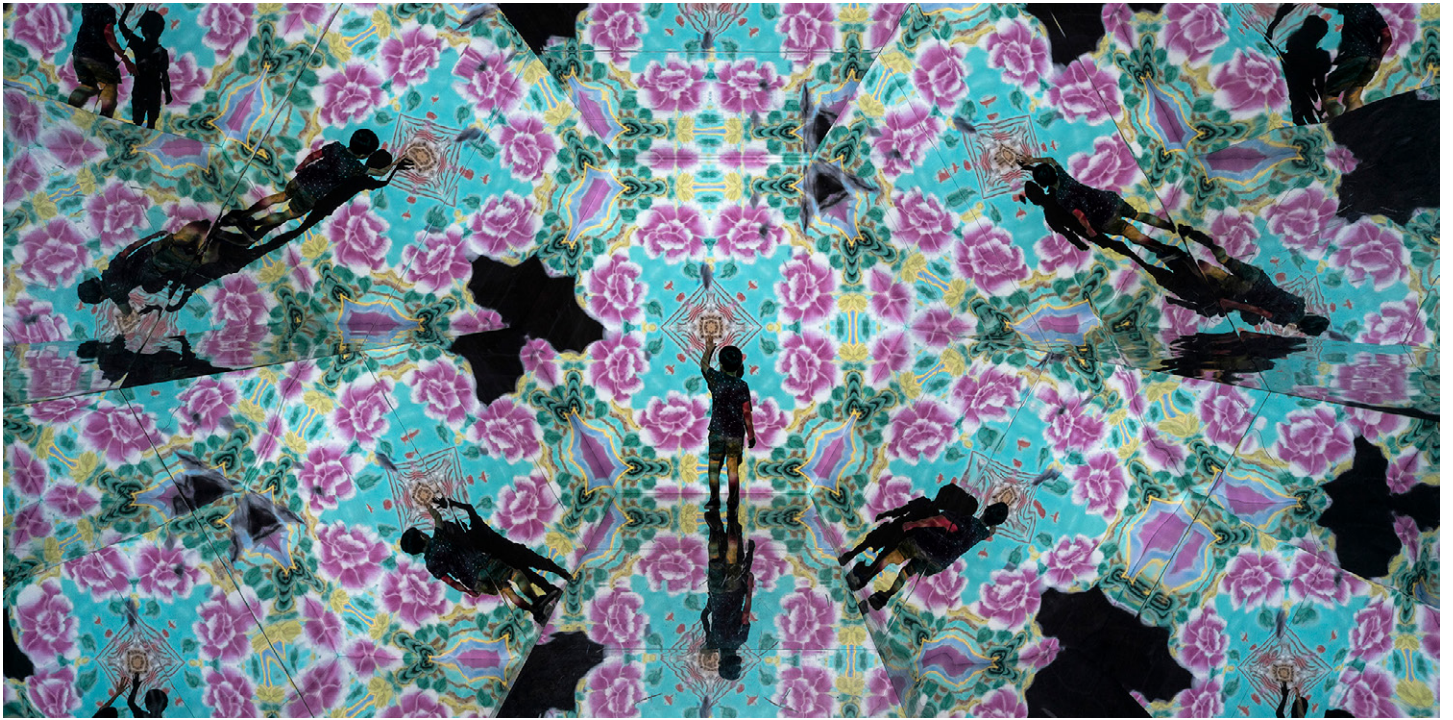
**KEY DATES 2021**

- Booth deposit, 15% of total invoice due and payable 28 days after acceptance
- Second payment, 40% of total invoice due and payable by 9 July 2021
- Final payment, 45% of total invoice due and payable by 3 September 2021

**CONTACTS****For further information or to discuss your application please contact:**

Shuyin Yang  
 Fair Director  
 shuyin@artsg.com

Emma Battaglione  
 Fair Manager  
 emma@artsg.com



## PLATFORM

Proposals for dynamic, large-scale and site-specific installations; or thought-provoking performance art to take place around the fair can be submitted for consideration by participating galleries. Selected by an independent curator, these artworks will showcase the latest in contemporary art practice and themes from around the Asia Pacific region and beyond.

## FILM

Participating galleries may submit film or moving image content to this sector; with an emphasis on showcasing new film-making practices, experimental film or film as artistic medium from artists and practitioners from around the Southeast Asia and Asia Pacific region.

## NEW/NOW

A collaborative salon-style exhibition for participating galleries to submit one artwork by an exciting new artist, priced at US\$ 10,000 and below. This feature will introduce new and young collectors to emerging talents at affordable price points.

## RESIDENCIES

Special projects presented by non-profit and incubation spaces showcasing experimental formats and new directions in artistic production from across the Southeast Asia region. Space will be offered on a selective basis.





### WHERE IS THE VENUE?

ART SG will take place at the Marina Bay Sands Expo and Convention Centre, the largest and most versatile exhibition venue in Singapore. Conceived by world-renowned architect Moshe Safdie, Marina Bay Sands is a spectacular integrated resort combining a beautifully designed expo and convention centre, luxury five star hotel, extensive retail and dining development including celebrity chef restaurants, all within one iconic landmark. Located at the heart of Singapore's Central Business District, by car ART SG is 5 - 10 minutes away from every major financial development, within 15 minutes of most five star hotels in central Singapore, and 20 minutes from Singapore Changi Airport. It is also in walking proximity to top attractions such as Gardens by the Bay, a sensational nature park with views over Singapore's harbour, spanning 101 hectares (250 acres), and the Singapore Flyer.

### WHO CAN PARTICIPATE IN ART SG?

Applications to ART SG are open to galleries with primary artist representation or that hold regular curated exhibitions on their own business premises or within external project spaces.

### IS BOOTH SHARING PERMITTED?

Galleries may apply for booth sharing, with a maximum of two galleries per booth. Curated and collaborative booth proposals will be given priority by the Selection Committee. The minimum format is 50 sq.m under the GALLERIES sector. Both galleries must apply independently via the online application portal in order to provide individual business information, art fair participation history, and other relevant materials.

### ARE CUSTOMS DUTIES OR TAXES LEVIED ON ART SALES?

Artworks can be imported into Singapore without attracting customs duties, if import is carried out by a bonded shipper or logistics provider on a temporary import license. Most established shippers will have access to this licensing permit, including ART SG's official logistics partner.

Singapore currently has a 7% Goods and Services Tax (GST), the equivalent of Value Added Tax, or VAT. If an artwork is sold and remains in Singapore, GST is applicable and payable by the buyer. Should an artwork be purchased by an overseas buyer and re-exported, GST is waived.

## TERMS AND CONDITIONS OF PARTICIPATION

**1. DEFINITIONS**

**1.1.** In these Terms the following words will have the following meanings:

"2022 Event Dates" means the dates in November 2022 at which ART SG 2022 is to be held;

"Alternative Dates" means any consecutive days determined by the Organiser within the following time periods:

(a) the Postponement Period; or

(b) the 2022 Event Dates;

"Alternative Exhibition" means:

(a) the rescheduled ART SG 2021 art fair

that is organised by the Organiser during the Postponement Period; or

(b) where no ART SG Exhibition is organised during the Postponement Period, the art fair, ART SG 2022 that is organised by the Organiser to take place on the 2022 Event Dates;

"Applicant" means any company, organisation or individual who applies for a Space at the Exhibition through the Exhibitor Application Form;

"Application Fee" means the amount to be paid by an Applicant to the Organiser in conjunction with the Exhibitor Application Form;

"Booth" means any structure, platform or other erection located in the Space for the Exhibitor's purposes;

"Cancellation Event" has the meaning set out in clause 11.1;

"Exhibition" means the art fair, ART SG 2021, organised by the Organiser that is taking place on Exhibition Dates and is being held at the Venue or, if clause 11.4 applies, the Alternative Exhibition;

"Exhibition Dates" means the dates in November 2021 that are specified in the Exhibitor Application Form or the Alternative Dates for any Alternative Exhibition where clause 11.4 applies;

"Exhibition Fee" means the aggregate amount to be paid by the Exhibitor to the Organiser relating to the Exhibitor's participation in the Exhibition as specified in the Exhibitor Application Form;

"Exhibitor" means any Applicant who has been accepted by the Organiser to occupy a Space at the Exhibition;

"Exhibitor Application Form" means the online application form through which Applicants apply for a Space at the Exhibition;

"Exhibitor Manual" means the online manual produced by the Organiser, as amended from time to time by the Organiser in its sole discretion, including the Organiser's rules and regulations relating to the Exhibition, the Venue and the Exhibitor's attendance and conduct at the Exhibition;

"Exhibitor Staff" has the meaning set out in clause 6.5;

"Force Majeure" means a cause beyond a person's reasonable control including disease, pandemic or epidemic; strikes, lockouts or other industrial disputes (in each case whether involving the workforce of the party so prevented or any other party); protests; failure of a utility service or transport network; act of God; war or national emergency; an act of terrorism; riot or civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; fire; explosion; flood; storm; nuclear, chemical or biological contamination; or default or delays of suppliers or sub-contractors;

"Joint Exhibitor" has the meaning set out in clause 4.2.2;

"Organiser" means Art Events Singapore Pte Limited and its successors and assigns;

"Passes" has the meaning set out in clause 6.6;

"Postponement Period" means the period commencing at the end of the original Exhibition Dates in November 2021 and ending on 31 May 2022.

"Reduction Notice" has the meaning set out in clause 10.1.2;

"Space" means the area of the floor space at the Exhibition licensed by the Organiser to the Exhibitor;

"Terms" means these terms and conditions together with the contents of the Exhibitor Manual;

"Venue" means the Marina Bay Sands Expo and Convention Centre or (if applicable) any substitute venue for the Alternative Exhibition where clause 11.4 applies; and.

"Withdrawal Notice" has the meaning set out in clause 10.1.1.

**2. APPLICATION**

**2.1.** In order to apply for a Space at the Exhibition, Applicants must:

**2.1.1.** submit an Exhibitor Application Form by the deadline and in compliance with the conditions stipulated within it; and

**2.1.2.** pay the Application Fee as set out in the Exhibitor Application Form.

**2.2.** The Application Fee is an administrative fee to cover the Organiser's costs in processing the Exhibitor Application Form, and is therefore payable in full and without any deduction, withholding or set-off whatsoever on submission of the Exhibitor Application Form and is non-refundable in any circumstances, even if the Exhibitor Application Form is rejected or not accepted (and, for the avoidance of doubt, it will not be refunded even when clauses 6.1, 6.10, 11.4.8 and 11.5.3 apply).

**2.3.** The Organiser may, at its discretion, permit joint applications for special projects. In such cases, the main Applicant must specify within its Exhibitor Application Form that it is a joint application with details of the nature of the project, and provide the name, address and website of the collaborating party. The collaborating party must also submit an Exhibitor Application Form noting that it is part of a joint application. A joint application will only be accepted to the Exhibition if both the main applicant and the collaborating applicant have each submitted a separate Exhibitor Application Form.

**2.4.** The Organiser reserves the right to accept or reject any Exhibitor Application Form at its sole discretion and may take any factors into account in making its decision including any non-compliance by the Exhibitor with the relevant rules and contract terms at previous exhibitions.

**2.5.** The Organiser's acceptance of an Applicant's Exhibitor Application Form on one or several past occasions constitutes neither a right to automatic re-acceptance to the Exhibition, nor to the allocation of the same Space as at a past exhibition.

**3. AGREEMENT**

**3.1.** Upon submission of an Exhibitor Application Form by an Applicant, these Terms shall come into force between the Applicant and the Organiser (irrespective of whether the Applicant's Exhibitor Application Form is accepted or rejected by the Organiser).

**3.2.** These Terms shall govern the Applicant and the Organiser's agreement in relation to the Exhibition to the exclusion of any other terms and conditions.

**4. ACCEPTANCE**

**4.1.** Following the submission of an Applicant's

Exhibitor Application Form, the Organiser may:

**4.1.1.** send notice in writing to inform Applicants whether their Exhibitor Application Form has been accepted or rejected;

**4.1.2.** request further information or variations relating to the Applicant's Exhibitor Application Form; and/or

**4.1.3.** send notice in writing to inform Applicants that they have been placed on a waiting list for a Space.

**4.2.** If an Applicant's Exhibitor Application Form (or in the case of a joint application, both Applicant's Exhibitor Application Form) has been accepted by the Organiser, such Applicant will be entitled to occupy a Space at the Exhibition. For the avoidance of doubt, for the purposes of these Terms:

**4.2.1.** any such Applicant is referred to as an "Exhibitor"; and

**4.2.2.** in the case of joint Applicants, each Applicant (who shall together be referred to as "Joint Exhibitors") shall be treated separately as an Exhibitor save that each such Exhibitor shall be jointly and severally liable to the Organiser for the obligations of the other including in respect of any failure to pay the Exhibition Fee when due.

**5. EXHIBITION FEE**

**5.1.** In addition to the Application Fee, the Exhibitor shall pay the relevant Exhibition Fee to the Organiser in accordance with the terms set out in the Exhibitor Application Form. Without prejudice to clause 4.2.2, in relation to Joint Exhibitors, the Exhibition Fee shall be invoiced equally to each Exhibitor.

**5.2.** The Exhibition Fee is payable without any deduction, withholding or set-off whatsoever.

**5.3.** If the Exhibition Fee is not paid when due in accordance with the terms set out in the Exhibitor Manual, then without prejudice to the Organiser's other rights or remedies:

**5.3.1.** the Exhibitor shall be liable to pay interest on the overdue amount at an annual rate of 4% above the base lending rate adopted by Oversea-Chinese Banking Corporation from time to time, such interest to accrue on a daily basis from the date on which payment becomes overdue until the date the payment is made; and

**5.3.2.** the Exhibitor shall be liable for the Organiser's incidental costs of collection and recovery of amounts due, including but not limited to solicitor's costs and disbursements on a full indemnity basis before and after commencement of legal proceedings.

**6. OCCUPATION OF SPACE**

**6.1.** The Organiser shall inform the Exhibitor of their allocated Space, and the location and positioning of the Space within the Exhibition. The location and positioning of the Space shall be provisional and subject to change at any time and from time to time prior to the Exhibition. The Organiser shall be entitled to relocate the Exhibitor's Space at any time prior to the Exhibition and, if necessary, reduce or increase the Space allocated by a margin of up to 10% in which case the Exhibition Fee shall be adjusted to reflect the new Space in accordance with the terms set out in the Exhibitor Application Form.

**6.2.** The Exhibitor shall occupy the whole of its allocated Space at the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition.

**6.3.** The Exhibitor shall not sub-let, share or part with occupation of, or otherwise permit another person to use, the Space or any part of it with any other person (other than where relevant, a Joint Exhibitor).

**6.4.** The Exhibitor shall occupy the Space as the Organiser's licensee and shall not obtain any right of exclusive possession or occupation of or any proprietary interest in the Space.

**6.5.** The Exhibitor's Space and Booth must be correctly equipped and staffed with suitably senior and appropriately qualified personnel (the "Exhibitor Staff") for the duration of the Exhibition. Exhibitor Staff must be present during Exhibition opening times, as required by the Exhibitor Manual.

**6.6.** The Organiser shall provide Exhibitor Staff with passes and/or access codes or similar means for accessing the Exhibition (the "Passes"). Passes are personal to the Exhibitor Staff and non-transferable. The Exhibitor and Exhibitor Staff shall not give Passes to art collectors, art dealers, or any other individual who are neither employees of the Exhibitor nor artists whose work is being displayed at the Exhibitor's Space. Holders of Passes shall not allow any person who does not hold a Pass to enter the Exhibition. In the event of the Exhibitor or Exhibitor Staff's failure to comply with this clause 6.6, the Organiser shall be entitled to withdraw some or all Passes.

**6.7.** The Exhibitor shall be responsible for maintaining order within their Space and Booth and shall not interfere with other booth, spaces or stand areas at the Exhibition.

**6.8.** The Exhibitor's Booth shall be constructed in accordance with the regulations set out in the Exhibitor Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its agents in respect of the construction of the Booth.

**6.9.** The Organiser shall supply the Exhibitor a standardised Booth package in order to participate in the Exhibition with items included as follows:

**6.9.1.** at a minimum, 30% of the Exhibitor's Space will be supplied in linear meters of wall for the Booth construction. Walling supplied will be no less than 3.5m in height; and

**6.9.2.** at a minimum, the Exhibitor's Booth will be supplied with one standard package light per three linear meters of supplied walling.

**6.10.** The Exhibitor acknowledges that Booth options listed in the Exhibitor Application Form are provided as a general guide. As such, the Exhibitor acknowledges that Space may vary no more than plus 5 sqm or minus 5 sqm from their Booth preference indicated on the Exhibitor Application Form. The Exhibitor acknowledges that the Exhibitor Fee shall reflect the final Space supplied by the Organiser and not the Booth preference indicated on the Exhibitor Application Form.

**6.11.** The Exhibitor shall vacate the Space at the end of the period of the Exhibition, or otherwise in accordance with the Organiser's request, including complying with the Organiser's reasonable instructions in relation to removal of the Booth. If the Exhibitor fails to vacate the Space, it shall indemnify and keep indemnified the Organiser against any losses, costs incurred as a result of the Exhibitor's failure to vacate.

## **7. EXHIBITOR'S OBLIGATIONS**

**7.1.** The Exhibitor shall not supply from the Booth or elsewhere at the Exhibition:

**7.1.1.** any food, drink or tobacco products;

**7.1.2.** any products not included in the Exhibitor Application Form; or

**7.1.3.** any other products or services that are specified as prohibited in the Exhibitor Manual.

**7.2.** At the Exhibition the Exhibitor shall only conduct its business from the Booth and may not

display or distribute its promotional publications or articles of any kind other than from the Booth.

**7.3.** The Exhibitor shall observe and comply with the Exhibitor Manual at all times. Where the Exhibitor Manual is updated by the Organiser such changes shall take effect on the date specified by the Organiser when the changes are advised to the Exhibitor, or if no date is specified three days following the changes being advised to the Exhibitor.

**7.4.** The Exhibitor shall not do anything that may put attendees, other exhibitors or any staff or persons working at the Exhibition or Venue in danger and shall immediately inform the Organiser and/or security services of any security concerns.

## **8. ORGANISER'S RIGHTS**

**8.1.** The Organiser shall be entitled, in its absolute discretion, to remove any person or thing or exclude the Exhibitor from the Venue if the Organiser considers such removal or exclusion to be in the interests of the Exhibition, the Venue or the other exhibitors or attendees at the Exhibition. In the event that an Exhibitor is excluded from the Venue by the Organiser, the Exhibition Fee shall still be payable in full and the Exhibitor shall not be entitled to any refund of the Exhibition Fee or any other compensation or reimbursement.

**8.2.** The Organiser shall be entitled, in its absolute discretion, to require the Exhibitor to remove any element of the exhibit or category of exhibit if the Organiser considers the same is libellous, of an obscene nature illegal, against public policy or accepted societal norms or may infringe the rights of any third party, or which the Organisers consider to be undesirable or detrimental to the Exhibition, other exhibitors or the general commercial interests of the Organisers.

## **9. ATTENDANCE**

**9.1.** Any statement made by or on behalf of the Organisers that any other exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organisers that any such exhibitor will attend the Exhibition or be located in any particular Space.

**9.2.** The Exhibitor acknowledges that the Organiser shall not be held responsible or liable for:

**9.2.1.** the failure of all or any other exhibitors to attend the Exhibition;

**9.2.2.** the failure of all or any sponsors of the Exhibition to attend the Exhibition; or

**9.2.3.** the failure of any number of attendees to attend the Exhibition.

**9.3.** The Exhibitor must occupy the Space allotted to him by 6.00 p.m. on the day prior to the first day of the Exhibition. Any Exhibitor failing to do so will be deemed to have cancelled its Space booking, and the provisions of clause 10 below in relation to Withdrawal Notices will apply.

## **10. EXHIBITOR'S WITHDRAWAL OR REQUEST TO REDUCE SPACE**

**10.1.** The Exhibitor may, by notice in writing delivered to the Organiser by recorded delivery:

**10.1.1.** cancel its booking of the Space at the Exhibition (a "Withdrawal Notice"); or

**10.1.2.** apply to reduce the size of the Space (a "Reduction Notice").

**10.2.** The Organiser shall, in its sole discretion, elect whether or not to accept a Reduction Notice. If the Organiser accepts a Reduction Notice, the Exhibitor's Exhibition Fee shall be reduced in accordance with the terms set out in the Exhibitor Application Form.

**10.3.** If the Organiser receives a Withdrawal Notice

from an Exhibitor, the booking of the relevant Space shall be deemed to be cancelled, and the Exhibitor shall pay the Organiser an adjusted Exhibition Fee calculated as follows:

Withdrawal Notice Date	
Before or on 1st July 2021	75% of the Exhibition Fee
On or after 2nd July 2021	100% of the Exhibition Fee

**10.4.** Upon (a) receipt of a Withdrawal Notice or (b) acceptance of a Reduction Notice, the Organiser may resell or reallocate the cancelled Space, without any obligation to refund any Exhibition Fees or account to the Exhibitor for income from reselling or reallocating the cancelled Space.

## **11. EVENTS AFFECTING THE EXHIBITION**

**11.1.** Any of following events are "Cancellation Events":

**11.1.1.** a Force Majeure Event that adversely affects the ability of the Organiser to deliver or operate the Exhibition or otherwise perform its obligations pursuant to this agreement;

**11.1.2.** an undersubscription of the Exhibition by other exhibitors or attendees;

**11.1.3.** the Organiser determining that for health or safety reasons the Exhibition should not take place including but not limited to as a result of civil commotion, public health issues, adverse weather conditions or any threats or perceived threats from terrorism;

**11.1.4.** a government or governmental or public authority advising or requiring the Organiser to cancel, postpone, terminate or reschedule the Exhibition;

**11.1.5.** restrictions on international travel including quarantine after arrival, border closures or similar restrictions are in place, or are likely to be in place, in Singapore during the Exhibition Dates or at any time in the 120 days before the start of the Exhibition;

**11.1.6.** the Venue being closed at the time the Exhibition is to be held by the owner or operator of the Venue or as a result of an order or instruction of a government or governmental or public authority;

**11.1.7.** the Organiser being in breach of the applicable law if the Exhibition was to take place or continue; or

**11.1.8.** the Organiser determining that there is a reasonable risk that any of the events in clauses 11.1.1 to 11.1.7 above may occur.

**11.2.** If a Cancellation Event occurs:

**11.2.1.** the Organiser shall not be in default of this agreement nor liable to the Exhibitor to the extent it is unable to perform its obligations because of such Cancellation Event; and

**11.2.2.** the Organiser may cancel the Exhibition and if it does so the rights and obligations set out in this Clauses 11.4 to 11.6 shall apply.

**11.3.** The Exhibitor acknowledges that it is recommended by the Organiser that it takes out appropriate insurance to protect itself against any unrecoverable expenses or losses it may incur as a result of a Cancellation Event affecting the Exhibition or the Exhibition being cancelled.

**11.4.** If the Organiser cancels the Exhibition as a result of a Cancellation Event on or before the eighth day that is immediately prior to the first day of the Exhibition:

**11.4.1.** it will advise the Exhibitor promptly of such cancellation of the then current Exhibition Dates as a result of a Cancellation Event;

**11.4.2.** the Exhibitor will automatically have the same rights and obligations under this agreement to the Alternative Exhibition;

**11.4.3.** the Exhibitor acknowledges that the Organiser may change the venue of the Alternative Exhibition to another location and may also adjust



the duration of the Exhibition provided always that any such Alternative Exhibition will take place in Singapore and be of a similar standing and for not less than four full days;

**11.4.4.** the Organiser will provide the Exhibitor with the specific details of any Alternative Exhibition at least 60 days prior to the start date of such Alternative Exhibition;

**11.4.5.** such Alternative Exhibition shall be treated as the Exhibition for the purpose of these Terms and the Exhibitor and the Organiser shall have the same rights and obligations in relation to the Alternative Exhibition without the Exhibitor needing to submit a further Exhibitor Application Form;

**11.4.6.** subject to clause 11.4.7 and 11.4.8, the Exhibition Fee that has been paid or is to be paid by the Exhibitor shall remain the same and be payable in accordance with these Terms/the Exhibitor Application form; and

**11.4.7.** if the Alternative Exhibition is or may be rescheduled to take place during the Postponement Period, any Exhibition Fee already paid by the Exhibitor shall constitute payment of the Exhibition Fee in respect of the Alternative Exhibition to be held during the Postponement Period and shall be held by the Organiser and applied in respect of that Alternative Exhibition; or,

**11.4.8.** if the Alternative Exhibition is unable to take place during the Postponement Period and is or may take place during the 2022 Event Dates instead:

**11.4.8.1.** the Exhibition Fee shall remain payable in respect of such Alternative Exhibition but the payment dates (other than in respect of any amount paid as the deposit) set out in the Exhibitor Application Form shall be extended by 12 months from the current payment dates;

**11.4.8.2.** if requested by the Exhibitor, any Exhibition Fee that has been paid to the Organiser by the Exhibitor at the time of cancellation that would not be due after adjustment of the payment dates under clause 11.4.8.1 will be paid back to the Exhibitor within 60 days of a refund request; and

**11.4.8.3.** notwithstanding any refund paid, the Exhibition Fee will remain payable on the adjusted payment dates under clause 11.4.8.1;

**11.4.8.4.** any Exhibition Fee already paid by the Exhibitor, but not refunded, shall constitute payment of the Exhibition Fee in respect of the Alternative Exhibition and shall be held by the Organiser and applied in respect of the relevant Alternative Exhibition;

**11.4.9.** if subsequently, there will not be an Alternative Exhibition for any reason:

**11.4.9.1.** the Organiser will promptly advise the Exhibitor that no Alternative Exhibition is available and any Exhibition Fee that was paid to the Organiser by the Exhibitor (and has not otherwise been refunded) will be reimbursed to the Exhibitor within the following 60 days;

**11.4.9.2.** these Terms and any obligations hereunder will terminate on the date the Organiser advises the Exhibitor that no Alternative Exhibition is available; and

**11.4.9.3.** if the Exhibitor wishes to take space at any future exhibition similar to the Exhibition it will need to apply for space in the usual way.

**11.4.10.** the transfer of all rights and obligations to an Alternative Exhibition in accordance with clauses 11.4.2 or, where applicable the reimbursement of the Exhibition Fee in accordance with clause 11.4.9.1 shall be the Exhibitor's sole right and remedy and the Organiser shall have no other liability to the Exhibitor for such cancellation or rescheduling of the Exhibition or for any additional costs of attending an Alternative Exhibition (including for the avoidance of doubt, for any associated costs or expenses it may incur for travel or accommodation or loss of sales or profits or for any inconvenience caused as a result of the cancellation of the

Exhibition and/or rescheduling to the Alternative Exhibition).

**11.5.** If the Organiser cancels the Exhibition as a result of a Cancellation Event during the seven (7) days that are immediately prior to the first day of the Exhibition or during the Exhibition itself then the following will apply:

**11.5.1.** it will advise the Exhibitor promptly of such cancellation as a result of a Cancellation Event;

**11.5.2.** the Exhibitor will not have any entitlements or rights in respect of any Alternative Exhibitions;

**11.5.3.** the Exhibitor will be entitled to be reimbursed by the Organiser of an amount equal to retain any Exhibition Fee paid to the Organiser by the Exhibitor after deducting (as determined by the Organiser) an amount that is a proportional allocation (when considering all Exhibitors) of any demonstrable expenditure incurred by the Organiser directly in connection with the hosting and production of the Exhibition (including, without limitation, costs incurred in connection with preparing the Venue for the Exhibition, fees charged by the Venue owner and any removal of works carried out at the Exhibition but excluding any lost profit margin, any fixed overheads or any costs which it is reimbursed by its suppliers) and such amount shall be reimbursed by the Organiser to the Exhibitor within 60 days of the cancellation of the Exhibit pursuant to this clause 11.5;

**11.5.4.** this agreement will terminate on the date the Exhibition is cancelled pursuant to this clause 11.5;

**11.5.5.** the reimbursement of the Exhibition Fee in accordance with clause 11.5.3 shall be the Exhibitor's sole remedy, and the Organiser shall have no other liability to the Exhibitor, for the cancellation of the Exhibition (including for any associated costs or losses it may incur for travel or accommodation expenses or any loss of sales or profits or for any inconvenience caused as a result of the cancellation of the Exhibition); and,

**11.5.6.** should the Exhibitor wish to take space at any future exhibition similar to the Exhibition it will need to apply for space in the usual way.

**11.6.** This clause 11 will also apply again if a Cancellation Event should occur in relation to any Alternative Exhibition to which the rights and obligations of the Exhibitor have transferred in accordance with clause 11.4.2.

## **12. LIABILITY**

**12.1.** The Organiser shall not be responsible for:

**12.1.1.** the theft, damage and safety of any goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or

**12.1.2.** the supply to the Exhibitor of any goods or services from any third parties at the Exhibition, including the operator and owner of the Venue, their designated contractors and the Organiser's contractors.

**12.2.** The Organiser's liability shall be limited as follows:

**12.2.1.** the Organiser's maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Application Fee and Exhibition Fee actually paid by the Exhibitor to the Organiser;

**12.2.2.** the Organiser shall not be liable for any loss of income or profits, loss of contracts or loss of goodwill (in each case whether such losses are directly or indirectly incurred); and

**12.2.3.** the Organiser shall not be liable for any special, indirect or consequential loss or damage of any kind howsoever arising.

**12.3.** Nothing in these Terms shall exclude or in any way limit the liability of the Organiser for:

**12.3.1.** death or personal injury caused by its negligence;

**12.3.2.** fraud or fraudulent misrepresentation; and

**12.3.3.** any other liability to the extent that the same may not be excluded or limited as a matter of law.

## **13. INDEMNITY**

**13.1.** The Exhibitor shall indemnify and keep indemnified the Organiser against all loss, damages and costs incurred by the Organiser (including any resulting from any claim by third parties, which may include the Venue owner or operator, against the Organiser) arising in relation to or resulting from the Exhibitor's use of the Space or the acts and omissions committed by the Exhibitor and its employees, agents, contractors and invitees other than in accordance with these Terms.

## **14. INSURANCE**

**14.1.** The Exhibitor shall take out and maintain adequate insurance with reputable insurers for at least the minimum levels of cover as set out in the Exhibitor Manual and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organiser.

## **15. INTELLECTUAL PROPERTY RIGHTS**

**15.1.** The Exhibitor grants the Organiser the right to arrange for audio and/or visual recordings (including photographs and video) of whatever type to be made of the Exhibitor's Space and Booth, and to use such records for its own or general advertising, documentation and media purposes.

**15.2.** The Exhibitor hereby authorises and grants a license for the Organiser to reproduce, display, and use, without charge, images of artworks, or parts thereof, provided by the Exhibitor in connection with the Exhibition, including in any catalogue, websites, announcements, posters, signage, and others. The Exhibitor shall indemnify and hold the Organiser and its affiliates harmless from and against any and all claims, actions, proceedings, losses, liability, damages, fees, expenses and costs arising from or related to any such reproduction, display, or use of any such images or part thereof, including, without limitation, any license or reproduction fees for the use of those images.

**15.3.** The Organiser shall be permitted to sub-license its rights under clauses 15.1 and 15.2 above to its affiliates.

**15.4.** The Exhibitor may not create audio and/or visual recordings in whatever form of the spaces, booths and exhibits of other exhibitors without the Organiser's prior written consent.

**15.5.** For the avoidance of doubt, each party and/or its third party licensors (as the case may be) shall retain all right title and interest, including ownership of any intellectual property right, owned by it and/or its third party licensors prior to the date these Terms come into force.

## **16. TERMINATION**

**16.1.** The Organiser may (a) terminate this agreement forthwith by notice in writing to the Exhibitor or (b) exclude the Exhibitor from the Exhibition, if the Exhibitor:

**16.1.1.** fails to pay the Exhibition Fee when due;

**16.1.2.** commits a material breach or persistent breaches of any of these Terms and, having received from the Organiser a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es);

**16.1.3.** becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any

composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt;

**16.1.4.** ceases, or threatens to cease, to carry on business;

**16.1.5.** in connection with the Exhibition or during the Exhibition, commits any breach of the applicable law;

**16.1.6.** does any act or makes any omission which infringes or is likely to infringe the rights of any third party; or

**16.1.7.** does, or is associated with, anything which in the Organiser's reasonable opinion is likely to adversely affect the Organiser's reputation or create adverse publicity for the Exhibition.

**16.2.** If the Organiser exercises its rights pursuant to clause 16.1, the licence by the Exhibitor over the Space will cease and the Exhibitor shall still be required to pay to the Organiser the Exhibition Fee in full.

## **17. COMPLIANCE WITH LAWS AND REGULATIONS**

**17.1.** The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Exhibition and the Exhibitor's attendance at the Exhibition, including without limitation, all fire and health and safety regulations, the rules and regulations set out in the Exhibitor Manual and any additional rules imposed by the operator or owner of the Venue or the relevant government, public authority or governmental authority from time to time.

**17.2.** Any materials used for building, decorating and covering the Booth or forming part of the Booth must be non-flammable and comply with any specific requirements set out in the Exhibitor Manual. The Exhibitor must comply with all instructions given by the Organiser or the relevant authorities to avoid the risk of fire or any other risk.

**17.3.** No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Exhibition by or on behalf of the Exhibitor.

## **18. LAW AND JURISDICTION**

**18.1.** These Terms, the jurisdiction clause contained in it and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed and take effect in accordance with the laws of Singapore.

**18.2.** Any dispute arising out of or in connection with these Terms, including non-contractual disputes and claims (each a "Dispute") must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within 45 days thereof. Every party to the mediation must be represented by senior executive personnel, or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached. The parties shall not be required to comply with this clause 18.2 in the event of a dispute relating to non-payment of Fees by the Exhibitor.

**18.3.** If the parties cannot resolve any Dispute by way of mediation for any reason, including, but not limited to, the failure of either party to agree any settlement proposed by the mediator, either party may commence litigation proceedings which shall be subject to the exclusive jurisdiction of the courts of Singapore.

## **19. NOTICES**

**19.1.** Save in relation to clause 10, all notices and other communications served pursuant to or in connection with these Terms shall be sent by email, first class post or courier to the address as specified:

**19.1.1.** by the Exhibitor in the Exhibition Application Form;

**19.1.2.** by the Organiser in the Exhibitor Manual; or to such other address as either party may subsequently notify for such purpose.

**19.2.** Notices shall be deemed served in accordance with the following:

**19.2.1.** if sent by email, on the date of sending if sent before 4.00 p.m. on any business day and otherwise at 9.00 a.m. on the next business day provided that, at the time of sending, no error or delivery failure message is received by the sender (in each case all times being the local time at the location of the recipient);

**19.2.2.** if sent by first class post from an address within Singapore two working days after posting and if sent from elsewhere, seven working days after posting; or

**19.2.3.** if sent by courier, on confirmed delivery.

## **20. TAXES**

**20.1.** Unless expressly stated otherwise, all fees and charges payable pursuant to these terms are exclusive of any applicable goods and services tax, valued added tax, sales tax or similar taxes that apply relating to the supply of goods and services and such taxes shall be payable at the rate prevailing from time to time in addition to the relevant fees and charges.

## **21. USE OF DATA PROVIDED**

**21.1.** Any contact details and other information provided by the Exhibitor in the Exhibitor Application Form will be added, after confirmation of acceptance, to the Exhibition's Exhibitor database and e-newsletter system and shared with our official booth and electrical contractor and official shipper. Such information shall be subject to and be used by the Organiser in accordance with the Organiser's privacy policy from time to time ("Privacy Policy"). Such Privacy Policy can be found at <https://artsg.com/privacy-policy/>

## **22. GENERAL**

**22.1.** The failure of either party to enforce any terms or rights arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

**22.2.** The invalidity or unenforceability of any terms or rights arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

**22.3.** These Terms (including the Exhibitor Application Form and the Privacy Policy and any other documents expressly referenced in these Terms) constitute the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same.

**22.4.** No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these

Terms (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in these Terms.

**22.5.** Nothing in these Terms shall confer on any third party any benefit or right to enforce any of the Terms whether pursuant to any statute or otherwise, save that these Terms shall be enforceable by the Organiser's successors and assigns.

Except to the extent that the Organiser is permitted to make changes as expressly set out in these Terms (or any other documents expressly referenced in these Terms), no changes to these Terms shall be valid unless in writing and signed on behalf of the authorised representatives of both parties.



**ART SG**

5-7 NOVEMBER 2021  
MARINA BAY SANDS  
SINGAPORE

FOUNDING AND  
LEAD PARTNER



[WWW.ARTSG.COM](http://WWW.ARTSG.COM)