

## **GENERAL TERMS AND CONDITIONS FOR MALAYSIA INTERNATIONAL HEALTHCARE (MIH) MEGATRENDS 2024**

The following general terms and conditions form the basis of the contract between the KPJ Healthcare Berhad (“KPJHB”, “we” or “us” as appropriate) and you, the person or organisation making the booking. You will be responsible to us for the behaviour of and proper performance of these general terms and conditions by the persons attending the MIH Megatrends 2024 (referred to as ‘sponsor’, ‘exhibitor’ or ‘delegate’, as the case may be, in these general terms and conditions).

By submitting your booking, you agree that you have read and agree to be bound by these general terms and conditions.

### **1. Booking**

#### **(A) Delegate**

- (i) Early bird bookings are only applicable to delegate only.
- (ii) Early bird booking shall commence on **6 May 2024 until 31 July 2024 at midnight MYT** or until maximum early bird booking capacity is reached, whichever comes first.
- (iii) Should your early bird booking remain unpaid until **8 August 2024**, bookings will then be converted to the regular rate.
- (iv) Regular booking will commence on **1 August 2024 until 24 October 2024 at midnight MYT**.
- (v) We reserve the right to amend, cancel, withdraw, extend and/or shorten any promotion and/or discount to any applicable fees offered at any time relating to the MIH Megatrends 2024 without prior notice or explanation.

#### **(B) Sponsor and Exhibitor**

- (i) Booking for Sponsor and Exhibitor will close on **31 July 2024 midnight MYT**.
- (ii) Booking of the preferred booth number is on first-come-first-serve basis with final approval by us. We reserve the right to rearrange the confirmed booths.

#### **(C) Sponsor, Exhibitor and Delegate**

- (i) For delegate, should your booking remain unpaid until **24 October 2024**, your booking will be cancelled.

- (ii) We reserve the right to amend, cancel, withdraw, extend and/or shorten any promotion and/or discount to any applicable fees offered at any time relating to the MIH Megatrends 2024 without prior notice or explanation.
- (iii) The booking will only be considered confirmed upon the full receipt of payment. Payment receipt will be issued after completion of payment. Sponsor, exhibitor and/or delegate with outstanding payments will not be able to access the event.
- (iv) You must check all the details carefully and must contact us immediately if information which appears on any document appears to be incorrect or incomplete as it may not be possible to make changes later. If we do not hear from you within seven (7) days of our sending out the confirmation, we will assume that it meets with your requirements.
- (v) Please note that a “No Show” is liable for the full booking fee. No refund if you fail to attend.
- (vi) The MIH Megatrends 2024 booking fee for the delegate is valid for one (1) person only and inclusive of admission to the main plenary hall, exhibition hall, lunch hall and networking area.
- (vii) Prices are subject to change without prior notice.
- (viii) KPJHB, acting reasonably, may also ask you to provide other information which you must supply.
- (ix) You are advised to check the MIH Megatrends 2024’s official site at <https://mihmegatrends.my> regularly for updates.
- (x) MIH Megatrends 2024 participation should not be purchased or obtained from or through any unauthorised third parties, but only directly from or through us.
- (xi) MIH Megatrends 2024 participation shall not be used for advertising, promotional, marketing or other commercial purposes (including without limitation trade incentives, prizes, competitions, contests, sweepstakes, raffles, lotteries, or draws, whether for commercial or charitable purposes).
- (xii) By participating in the MIH Megatrends 2024, you agree to all terms and conditions, house rules, bylaws and any other rules and regulation of the venue (physical or digital) of the conference (e.g., attire, conditions of entry, consumption of food & beverages, etc.) which we may, from time to time, notify you of.
- (xiii) The local booking fee for delegate is applicable to all Malaysian citizen holding a MyKad (Malaysian Identification Card) and non-Malaysian who are working or employed in Malaysia. The international booking fee for delegate is applicable to non-MyKad holders only.

## **2. Sponsorship Opportunities**

- (i) For sponsorship enquiries and details, please email at **enquiries@mihmegatrends.my**. The availability of the sponsorship opportunities is subject to a first come first serve basis.

## **3. Payment Conditions**

- (i) All payments are to be made in Malaysia Ringgit (MYR).
- (ii) Invoice for payment will be issued by KPJ Healthcare University Sdn Bhd.
- (iii) Please indicate the event “Malaysia International Healthcare (MIH) Megatrends 2024”, the sponsor’s, exhibitor’s or delegate’s name, and the invoice number on all payments.
- (iv) Payment is due on receipt of the invoice. If payment is not provided on time, your booking may be cancelled.
- (v) To secure and confirm the booking, payment must be made within 14 days from the date of after the issuance of the invoice. Organizer reserves the right to cancel the booking if payment is not received within stipulated time unless earlier informed via official channels at **MIHMegatrends@kpjhealth.com.my**.
- (vi) Please note that payments made by bank transfer could be subject to fees payable to your local bank.
- (vii) You shall bear all charges incurred by the bank for payment made via credit card.  
Exhibitors & delegates
- (viii) Payment by personal cheque is not accepted.

## **4. SST (Sales & Services Tax)**

- (i) Local booking fees include 8% SST and 3% transaction charges. Tax invoices issued will indicate the total SST included in the transaction.
- (ii) International booking fees include 5.5% and USD0.30 transaction charges. Tax invoices issued will indicate the total charges in the transaction.

## **5. Methods of payment**

- (i) Credit card: only MasterCard and Visa are accepted.
- (ii) Bank transfer and e-wallet – please make your payment to:  
Bank account name: KPJ Healthcare University Sdn Bhd  
Bank name: BANK ISLAM MALAYSIA BERHAD  
Bank account no: 05-058-01-001474-7  
Bank branch: Bandar Baru Nilai

SWIFT code: BIMBMYKL

## **6. Human Resource Development Corporation (“HRD Corp”) Claimable Courses**

- (i) MIH Megatrends 2024 is HRD Corp claimable course.
- (ii) Delegate may through its Human Resources Department of their company apply for grant for HRD Corp claimable courses vide e-TRIS before the date of the event.
- (iii) Submission of grant application is subject to HRD Corp’s rules and regulations.
- (iv) Approval of grant application is solely the discretion of HRD Corp.
- (v) To secure and confirm the booking, delegate must email us at **MIHMegatrends@kpjhealth.com.my** proof of the grant approval (in a form of email from HRD Corp approving the grant), within fourteen (14) days from the date of booking.
- (vi) If we do not receive any proof of grant approval within 14 days after the date of the event, the delegate must pay the booking fee as specified in the invoice in accordance with the payment method above.

## **7. Modifications and Cancellations**

- (i) All cancellations in relation to a delegate’s booking to the MIH Megatrends 2024 must be communicated in writing via email to **registration@mihmegatrends.my**.
- (ii) All cancellations in relation to a sponsor’s or exhibitor’s booking to the MIH Megatrends 2024 must be communicated in writing via email to **exhibition@mihmegatrends.my**.
- (iii) No refunds will be provided in the event the sponsor, exhibitor and/or delegate for MIH Megatrends 2024 choose to cancel their booking.
- (iv) To do any changes on a sponsor’s, exhibitor’s or delegate’s pass, the said sponsor, exhibitor and/or delegate must provide written permission and full contact details of the substitution.

## **8. Transfer of delegate’s booking**

- (i) As an alternative to cancellation, delegate’s booking may be transferred to another member of your organisation. Booking transfers must be sent in writing to the MIH Megatrends 2024 booking team at **MIHMegatrends@kpjhealth.com.my** **on or before 18 October 2024**. Please also include the new delegate’s name and IC number.

**9. Booth enhancement by Sponsor or Exhibitor**

Sponsors and/or exhibitors who wish to further enhance their existing booth (booth that is prepared by us) must coordinate with our main contractor before the event and are responsible for ensuring that their enhanced booth is fully assembled and operational prior to the event. All costs and expenses associated with these enhancements are solely borne by the sponsors and/or exhibitors.

**10. Postponed or Change Event Policy**

- (i) In the event the MIH Megatrends 2024 is postponed, existing paid bookings will automatically be transferred to the new conference dates. You will receive an email confirming the successful transfer of your booking. If you do not wish to proceed, notification in writing will be required no more than 30 days from the announcement date to receive a 100% refund (excluding fees and bank charges). After this date, the cancellation policy set out above will be applied.
- (ii) We reserve the right to move the MIH Megatrends 2024 from the facilities detailed in the confirmation to alternative facilities in the event that we in our reasonable opinion considers that the alternative facilities are more suitable for the conference.

**11. Cancelled Event Policy**

100% refund is applicable in the event of MIH Megatrends 2024 cancellation (excluding fees and bank charges).

**12. Force Majeure**

- (i) KPJHB, the MIH Megatrends 2024 convenors and Ministry of Health (MOH) Malaysia, are not responsible for either the partial or total non-execution of the MIH Megatrends 2024 in the event of technology failure, accident, an act caused by a third party, such as Acts of God including, without limitation, credible threats of natural disaster in the geographic vicinity, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, governmental travel advisory, a governmental elevation of the terrorism alert level, civil disturbance, the issue of a Travel Warning by the World Health Organisation (WHO) or any other cause comparable events or disaster beyond the parties' control which prevents the platform from accommodating the event or if for the same reasons the event is cancelled by KPJHB.
- (ii) KPJHB may at their entire discretion repay the sponsor's, exhibitor's or delegate's booking fee paid, or part thereof, but shall be under no liability to the sponsor,

exhibitor or delegate in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the sponsor, exhibitor or delegate, as the result of the happening of any such event.

**13. Restrictions to travel**

You shall ensure your travel to the state of Kuala Lumpur, Malaysia for the MIH Megatrends 2024 is permitted. We shall not be liable and will not cover any cost or expenses incurred by you in relation to your restrictions to travel to Kuala Lumpur, Malaysia during the MIH Megatrends 2024.

**14. Insurance and Liability**

- (i) It is recommended that sponsor, exhibitor or delegate obtain adequate insurance coverage for travel, health, and accident before they depart for the MIH Megatrends 2024. KPJHB as organiser shall not be responsible for personal injuries, or loss of, or damage to, private property belonging to the sponsor, exhibitor or delegate and accompanying persons.
- (ii) We will not be liable to you for any form of damages or losses (including personal injury and loss of profit) that you may suffer unless it is due to our gross negligence.
- (iii) Nothing in these general terms and conditions is intended to limit or exclude our liability for (a) death or personal injury caused by our negligence, and (b) fraud or fraudulent misrepresentation.
- (iv) You shall fully and effectively indemnify and hold harmless us against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any breach of this general terms and conditions by you.
- (v) We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this general terms and conditions for consequential, indirect or special damages (including indirect loss of profit and indirect loss of revenue).

**15. Data Privacy Policy**

For further information on how your data will be used, we invite you to carefully read the Privacy Policy.

**16. Email Communication**

- (i) By providing your email address, you consent to be contacted by this method in relation to this event and future events of this type.
- (ii) If you do not wish your details to be used for any of the above purposes, please email at **MIHmegatrends@kpjhealth.com.my**

**17. Photography/Videography disclosure**

As a registered sponsor, exhibitor and/or delegate, you agree to:

- (i) grant permission for MIH Megatrends 2024 convenors, KPJHB and its event organiser to use your likeness in a photograph or video in all of its publications and presentations, including website entries, without payment or any other consideration;
- (ii) authorise MIH Megatrends 2024 convenors, KPJHB and its event organiser to edit, alter, copy, exhibit, publish or distribute the photograph or video for purposes of publicising MIH Megatrends 2024 convenors programs or for any other lawful purpose; and
- (iii) waive the right to inspect or approve the finished product, including written or electronic copy, wherein your likeness appears, that these materials will become the property of KPJHB.

**18. Governing Law and Dispute Resolution**

These general terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Malaysian courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these general terms and conditions.

**19. Changes To These General Terms and Conditions**

We reserve the right to update and amend these general terms and conditions at any time without prior notice. In the event that any changes are made, the revised general terms and conditions shall be posted on the MIH Megatrends 2024's official site at **<https://mihmegatrends.my>** immediately. You are advised to check the latest information posted herein to inform yourself of any changes.