



特別呈獻

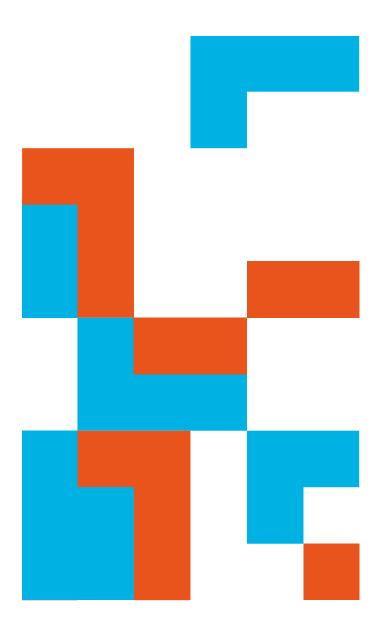
# 台 TAIPEI DANGDAI 當代

Art & Ideas

藝術博覽會

12-14.May.2023

Taipei Nangang Exhibition Center 台北南港展覽館



## **APPLICATION INFORMATION**



## TAIPEI DANGDAI IS TAIPEI'S GLOBAL ART FAIR, THE LARGEST AND MOST DIVERSE GATHERING OF INTERNATIONAL GALLERIES IN TAIWAN. THE FOURTH EDITION TAKES PLACE AT TAIPEI NANGANG EXHIBITION CENTER, FROM 12-14 MAY 2023, WITH THE VIP PREVIEW AND VERNISSAGE ON 11 MAY.

Taipei Dangdai 2022 has closed to strong sales and critical acclaim, welcoming new collectors to the fair and experiencing a significant uptick in market demand for its first outing since 2020. The third edition of the Fair maintains its position as the leading arts and culture event in Taipei and as one of the most significant contemporary art fairs in Asia

Taipei Dangdai will return in its full format for 2023, featuring a world-class line-up of galleries from around the globe, selected via a rigorous application process overseen by a committee of international gallerists. Presented by UBS, the event brings together a selection of the world's leading galleries and artists alongside influential thinkers from a wide range of disciplines, including literature, design, science, and the humanities. Taipei Dangdai celebrates the city's unique and dynamic art scene, while highlighting global creativity and the increasing importance of the wider art market in Asia.

Taipei Nangang Exhibition Center is a leading exhibition and events space in Taipei, in close proximity to the Neihu Gallery District and easily accessible by road, High Speed Rail and MRT.

DATES: 12-14 May 2023 VIP PREVIEW & VERNISSAGE: 11 May 2023 LOCATION: Taipei Nangang Exhibition Center 台北當代藝術博覽會是在台北舉辦的國際藝術 博覽會,來自海內外的畫廊齊聚台灣,共同參 與最隆重多元的藝壇盛會。第四屆台北當代藝 術博覽會將於2023年5月12至14日於台北南港 展覽館舉行,5月11日為貴賓預展及開幕夜。

身為亞洲最重要的當代藝術博覽會之一, Taipei Dangdai 2022 台北當代藝術博覽會銷售成果豐碩,備受各界高度評價,不僅由 新一代藏家簇擁支持,也見證了大幅增長的藝術市場需求,更持 續作為台北藝術與文化活動領導品牌,激發城市的創意能量。

台北當代藝術博覽會將於2023年以完整規模強勢回歸,呈現 世界各地的頂級畫廊,經由國際級畫廊組成的遴選委員會以嚴 謹的評選機制,精心挑選而出。由瑞銀集團呈獻的台北當代藝 術博覽會,匯集了全球各大頂尖畫廊及藝術家,還有文學、設 計、科學及人文領域等各學科深具影響的專家學者。此盛會不 僅突顯台北獨特且充滿活力的藝術氛圍,同時也展現出全球創 意,顯現亞洲藝術市場的茁壯成長與日益增加的重要性。

台北南港展覽館是領銜台北的展覽館,鄰近內湖大內藝術特 區,交通便捷,開車、高鐵及捷運都能輕鬆抵達。

展覽日期: 2023年5月12至14日 貴賓預展及開幕夜: 2023年5月11日 展覽地點: 台北南港展覽館

## VISITOR EXPERIENCE | 參訪體驗

Taipei Dangdai's program boasts four days of exhibitions, showcasing the very best in contemporary art, public events and talks that provide opportunities to engage more deeply with the Taipei cultural scene. The program is developed in conjunction with prominent curators, artists, museums and gallery directors, and influential collectors, offering first-hand insights into the creation, presentation and collection of contemporary art. 台北當代藝術博覽會為期四天,除展出當代藝術首屈一指的傑 作之外,還舉行眾多公開活動與講座,觀眾可藉此機會與台北 當代藝術圈進行更深度的互動。展覽活動聯合重量級策展人、 藝術家、博物館及畫廊總監與重要藏家,分享有關當代藝術創 作、展示及收藏的第一手見解。

## ARTISTS, EXPERTS, AND THINKERS | 薈萃藝術家、專家與思想家

Taipei Dangdai provides an opportunity to hear from the speakers invited to our Ideas Forum in a private and intimate setting. This mixer brings together both the "Art" and "Ideas" sides of our program at the highest level, creating real bridges between the market and the academy. 台北當代的思想串流論壇提供獨特的機會,薈萃各界講者,進 行深度的思想交流。以Art和Ideas為主軸貫穿,以第一手見解與 知識結晶,橋接市場與學術面的思考。



### "The Future is Taipei."

Hans Ulrich Obrist is artistic director of the Serpentine Galleries, London, and a renowned curator in the process of bringing his famed Interview Project to Taipei. 「台北是下一個未來。」

**漢斯·烏爾里希·奧布里斯特**是倫敦蛇形畫廊的藝術 總監,也是全球著名的策展人,他正在籌備將他知名 的訪談計畫帶到台北。

## AN ASIAN PERSPECTIVE | 獨特的亞洲視角

The Fair is supported by an Advisory Group of international collectors from Taiwan and beyond, who provide counsel and guidance as we establish Taipei as a dynamic meeting place for the international art world. The group hosts an annual welcome event for our visitors.

台北當代由來自台灣與世界各地的重要藏家鼎力支持,不僅提 供諮詢與指引,也共享著相同的願景:將台北提升為國際藝術 產業的樞紐。顧問團隊每年都響應會展舉行活動,歡迎齊聚台 北的各地藏家。



"Come to Taipei and hang out with a fun, cool and important group of active young collectors. We can see what's on offer here and around the region, and share our ideas to the world."

**Lawrence Chu** is the Founder and Chairman of BlackPine Group, as well as a member of the Tate's Asia-Pacific Acquisitions Committee. 「來到台北,與有趣、風格獨具、重要且活躍的 年輕藏家會面吧。我們將一起在此欣賞台北和亞 洲的藝術風景,同時與各地交流萌生自本地的第 一手見解。」

**諸承譽**,黑松集團創辦人與董事長,也是泰特美術館 亞太收藏委員會的成員。





## VIP PROGRAM | 貴賓活動

The Taipei Dangdai VIP pass includes access to the VIP Preview, VIP program, Collectors' Lounge and entry to all days of the fair. Additionally, it provides exclusive insight into Taipei's thriving contemporary art scene through exhibition openings, private and corporate collection tours, artist studio visits, and behind-thescenes access to the city's leading institutions. We work closely with selected partners to develop bespoke programs for collector groups from Taipei, Asia and beyond. 台北當代藝術博覽會貴賓卡提供貴賓以下特權:貴賓預展通行、 參與貴賓活動、使用收藏家會客廳,以及會展期間無限次通行。 此外,還有展覽開幕、私人及企業收藏導覽、藝術家工作室參觀 與台北頂尖機構幕後參訪等活動,獨家深入觀察台北蓬勃發展的 當代藝術活動。我們與選定的合作夥伴密切合作,一同為台北、 亞洲及其他區域的收藏家團體量身打造專屬活動。

## AMBITIOUS PRIVATE FOUNDATIONS | 積極開拓可能性:私人藝術基金會

While Taiwanese collectors have a reputation for being private and reserved, a younger generation is now shaking this up with the opening of private foundations and museums. Behind-the-scenes tours of these state-of-the-art new facilities are de rigueur for visitors.

過去的台灣收藏家以隱密之名,現今年輕一輩的收藏家正在重 構這個生態。實力堅強的私人藝術基金會與美術館陸續開立, 以傑出的軟硬體設施、與眾不同的導覽活動,開拓藝術社交的 可能性。



## "The most important aspect of collecting art is sharing. My mission is to draw more forward- looking energy for the city."

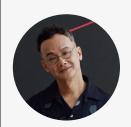
Jenny Yeh is the Chairman of Winsing Construction Company and Winsing Arts Foundation, and a member of Tate's Acquisitions Committees, Centre Pompidou Acquisitions International Circle, and Best Friend of Mori Art Museum. 「藝術收藏最重要的面向是分享。我的願景是為 這個城市的藝術生態帶來更多前瞻性與能量。」

**葉曉甄**,文心建設與文心藝術基金會的董事長、泰特 美術館收藏委員會、龐畢度藝術中心收藏委員會的一 員,以及森美術館之友。

Image Courtesy of Winsing Arts Foundation

## WORLD-CLASS COLLECTIONS | 世界級的藝術收藏:交流與參訪

With a remarkably stable economy for the past four decades and an inherently intellectual approach to art and culture, Taiwan has enabled the growth of several generations of collectors, many of whom open their homes and offices to VIP visitors to Taipei Dangdai. 台灣過去四十年來經濟穩固且穩定成長,受世界佳評。不僅堆 築了藝術與文化的豐厚傳承,且孕育了好幾代的收藏世家。在 台北當代期間,許多收藏家慷慨敞開大門,迎接貴賓來訪世界 級的藏品,互相交流。



"Because of art, I have had opportunities to interact with certain people who have changed my thinking or provoked my curiosity, bringing an extra spark to exploring the world."

Yao Chien, Collector, Music Lyricist and Producer.

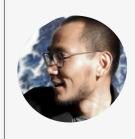
「因為藝術,我能有機會和特定的人互動,有些 人改變了我的思維,有些人激發了我的好奇心, 帶來新的火花,伴我持續探索與閱讀世界。」

姚謙,收藏家,作詞人,音樂製作人。

Photo Credit to Troy Wang for BAZAAR Art Taiwan

## OPEN STUDIOS, OPEN MINDS | 開放工作室, 無設限的交流

Taipei Dangdai is rooted firmly in the soil of Taipei's artistic scene, and the VIP program invariably includes private visits to the studios of artists ranging from the latest up-and-coming names downtown to the expansive facilities of reclusive masters in the mountains. 台北當代深植於台灣藝術環境,而台北當代的貴賓計畫總是包 含許多藝術家工作室的私人參訪活動,地點不僅遍佈城市,也 延伸至山中隱居的藝術家工作室。



"Taiwan is an island of multicultural integration. Its unique historical background has made it a fertile land for artists and a new generation of collectors with a global and native vision."

Wu Chi-Tsung, artist, born in 1981, Taipei

「台灣是座多元文化融合的島嶼,她獨特的歷史 背景、在地與世界觀,滋養了許多藝術家與新一 代的藏家。」

**吳季璁**,藝術家





Image courtesy of Lin & Lin Gallery

Image courtesy of Winsing Art Place

## TAIPEI GALLERY NIGHT | 台北全城畫廊之夜

One of the top highlights of a week in Taiwan is Taipei Gallery Night, when more than 20 local galleries open new exhibitions across the city, many featuring special performances, events, and catering. Taipei's commercial gallery scene is increasingly moving towards the northern and eastern areas of Dazhi and Neihu, where purpose-built spaces allow for pristine white cube exhibition environments on par with those of Chelsea and Mayfair. Neihu is anchored by Tina Keng Gallery, which is neighbored by Liang Gallery, Whitestone Gallery, Tao Art, Winsing Art Place and others, while Dazhi is centered on the latest outpost of Asia Art Center, which opens this January in a neighborhood shared with Double Square Gallery and Chini Gallery.

Other galleries remain stalwarts of Taipei's downtown East District, where they fit in seamlessly alongside copious amounts of boutiques, bars, and restaurants. Lin & Lin and Project Fulfill Art Space anchor the scene along charming Dongfeng Street, while Each Modern, Mind Set Art Center, and Nunu Fine Art round out that side of town. Further east, Eslite Gallery has recently moved into a new space in Songshan Creative Park, where it shares a building with a cinema, bookstores, and other creative offices.

Elsewhere, Taipei's non-profit spaces prefer the southern and western sides of town, close to the older center of downtown along the mercantile river port. Further south within the Gongguan night market lies The Cube. In between, Beyond Gallery shares a block with art bookstore Pon Ding just off of Huashan creative park. 台北當代週最重要的焦點之一,即是台北全城畫廊之夜,超過20間畫廊將在夜間開放:新展覽揭幕,或是結合展演、活動與美饌。許多畫廊如今搬遷至大直與內湖區,以媲美雀兒喜和梅費爾藝術區的規格,打造了專屬的白盒子展覽空間。耿畫廊、尊彩藝術中心、白石畫廊、Tao Art、文心藝所等均座落內湖區。大直則有亞洲藝術中心近年開設的新空間、双方藝廊與采泥藝術。

另一個畫廊重鎮則維持在台北東區,鑲嵌於市中心的豐富機能 之中,鄰近精品店、酒吧,餐廳等,例如大未來林舍畫廊、就 在藝術空間、亞紀畫廊、安卓藝術與路由藝術。再往東,則是 位於松菸內的誠品畫廊,與電影院、書店與文創辦公區比鄰。

台北的非營利空間多見於城市的南邊與西邊,鄰近沿著商港發展的舊城區。再往南去,立方計畫空間在公館夜市中,而華山 文創園區附近,非畫廊與藝術書店朋丁僅一個街區之隔。



Image courtesy of ESLITE GALLERY



## TAIPEI DANGDAI APPLICATION INFORMATION | 台北當代藝術博覽會申請資訊

Taipei Dangdai strives to present a compelling, diverse, and forwardlooking picture of contemporary art for Asia, a commitment that extends through art and artists, visitor services, programming, and gallery composition.

Applications to Taipei Dangdai are open to galleries with a permanent exhibition space, with regular opening hours, holding at least three exhibitions per year; and with a roster of represented artists. Through the fair's selection process in all sectors, galleries originating from Asia occupy a majority. For galleries not originating from Asia applying to Galleries, Edge and Engage, priority is given to those with an ongoing engagement with Asia and its diasporas in their artists and exhibitions. Galleries are encouraged to apply with presentations that reflect this engagement. Joint applications are also welcomed.

Selection for participation in the Fair is based on the curatorial strength and premise of the gallery's exhibition program and their represented artists. Criteria such as quality of artwork, previous art fair presentations and any projects undertaken by the gallery both locally and internationally are central to the Selection Committee's decision. Submission of application does not automatically confer the right of admission to Taipei Dangdai. Decisions on admission are made exclusively by the Taipei Dangdai Selection Committee, a panel of internationally recognised and respected gallerists.

The Selection Committee will be reviewing applications on a rolling basis and we would encourage you to apply early. Applying at the earliest possible date will ensure ample time for considering additional promotional opportunities in our Node sector for public art and installations, and the Ideas Forum, among others.

For further details, please refer to the Terms and Conditions on page 15.

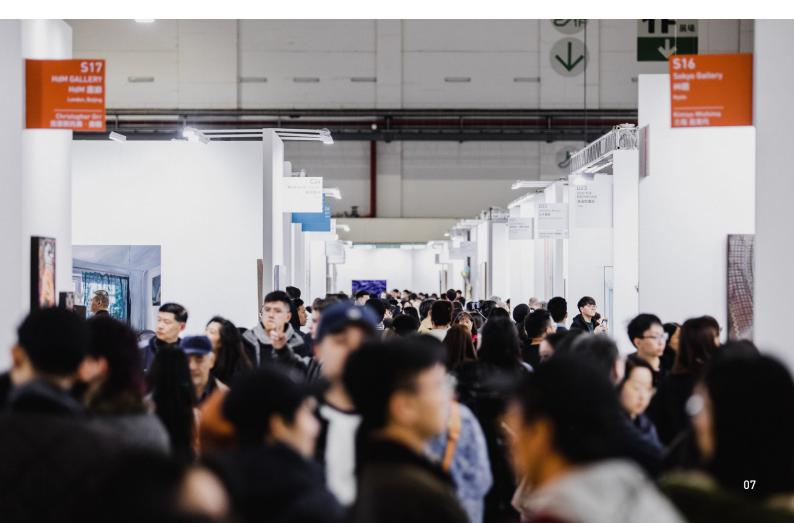
台北當代藝術博覽會致力於展現一個強勁、多元且前衛的亞洲 當代藝術願景,涵蓋藝術、藝術家、觀者體驗、各項計畫及畫 廊組成等層面。

台北當代藝術博覽會現已開放申請,舉凡畫廊擁有常設展覽空間、固定營業時間、一年舉辦至少三場展覽,並提供代理藝術家名單,皆可申請參展。透過展會的評選過程,各展區皆以亞洲區的畫廊為多數。非亞洲區的畫廊如欲申請當代網域、新生維度與藝術載點展區,則以持續參與亞洲區活動,並有亞裔藝術家或相關展覽為優先考量。我們鼓勵畫廊提交可反映此面向的展出計畫。我們同時歡迎畫廊聯合申請。

參展資格取決於各畫廊展覽計劃的策展實力與其代理之藝術 家。遴選委員會決定的重要標準包括:藝術品的品質、過去藝 術博覽會參展經驗及畫廊於國內外籌辦的各項計劃。提交申請 並不代表自動獲得年台北當代藝術博覽會的參展資格。錄取與 否將由國際上受業界敬重的畫廊主所組成的台北當代藝術博覽 會遴選委員會審核決議。

截止前,遴選委員會將陸續審核申請,我們亦鼓勵您提前申請。 儘早申請,可確保有充沛的時間,考慮參與公共藝術與裝置藝術 的「實境計畫」、「思想串流論壇」等更多推廣機會。

更多詳情,請參考第15頁的「條款細則」。



## GALLERIES CAN CHOOSE TO APPLY FOR PARTICIPATION IN THE FOLLOWING SECTORS: 畫廊可選擇申請參加的展區如下:

### SECTOR | 展區

## DESCRIPTION | 說明

Galleries 當代網域

40, 60, 80, 100, 120 SQM \*

Booths in this sector are: US\$ 620 per SQM + 5% GST

展位費用為每平方公尺 620美元+5%商品服務稅 Galleries provides a significant platform for established galleries from Taiwan, Asia and around the world. Exhibitors are selected on the basis of the quality of their exhibition program, the artists represented by the gallery and the curatorial strength of the booth presentation. Young galleries (founded on or after 5 May 2013) may apply for a 20% subsidy supported by the Fair. A maximum of 8 galleries will be awarded this subsidy at the discretion of the Selection Committee based on the excellence and potential of their exhibition programs. 當代網域展區為台灣、亞洲及全球知名 畫廊提供重要的展出平台。參展畫廊將 根據其展覽活動、畫廊代理藝術家及展 位呈現的策展實力來決定。年輕畫廊( 於2013年5月5日後創立)參展此區,會 展將補助20%的參展費,遴選委員會將 以8間年輕畫廊為上限,根據畫廊展覽 的傑出度與未來潛力,頒發此補助。

## Engage 藝術載點

### 40, 60, 80 SQM

Booths in this sector are: US\$ 600 per sqm + 5% GST

展位費用為每平方公尺 600美元+5%商品服務稅

### Edge 新生維度

30, 40 SQM \*

Booths in this sector are: US\$ 555 per sqm + 5% GST

展位費用為每平方公尺 555美元+5%商品服務稅

### TBD: Diaspora 未命名:集散

30, 40 SQM \*

Booths in this sector are: US\$ 555 per sqm + 5% GST

展位費用為每平方公尺 555美元 +5%商品服務稅 Introducing a new sector for 2023 in recognition of Taipei's extraordinary cross-disciplinary collections, Engage offers a unique opportunity to focus on solo or duo presentations by historically significant artists (living or deceased) or thematic presentations. Juxtapositions of cross-generational material are particularly welcome. Engage is billed at a preferential rate. 為彰顯台北所擁有的卓越跨域藏品,台 北當代於2023年設立新展區「藝術載 點」,供畫廊呈現策展計畫。本展區提 供獨特的機會,鼓勵畫廊專注呈現具歷 史重要性的藝術家、雙個展。特別歡迎 跨時代的藝術作品並陳。本展區提供優 惠的價格。

Edge invites galleries to showcase a singular new body of work by a single young or otherwise emerging artist. Exhibitors will be selected primarily on the strength of the booth proposal. The sector is open to applications from all galleries. 新生維度展區邀請畫廊展出單一年輕藝 術家或新銳藝術家的新作個展。本展區 開放所有畫廊報名參與,將以參展提案 的實力與強度作為審查要點。

TBD is a special thematic exhibition sector that will be driven by the thematic interests of a specific guest curator each year. For its launch in 2023, TBD: Diaspora invites galleries to propose fresh and novel modes to exhibit the history, heritage, exigencies, and speculative futures of the Taiwan diasporas. 未命名是一主題性展區,由年度客座策 展人提出主題方向。2023年首度引入 「未命名:集散」,邀請畫廊提出新穎 的展出模式,聚焦屬於台灣的離散認 同,藉由展覽體現該主題的歷史性、傳 承、急迫性與對其未來的思考。

Joint applications will be considered in the Galleries and Engage sectors, for a limited number of projects. The minimum booth size for shared booths is 60sqm.

當代網域與藝術載點展區開放聯合申請,並只接受一定數量的申請計畫,聯合展位尺寸不得小於60平方公尺。

- \*Booth sizes are provided as a general guideline. Booths may be +/- 5 sqm than the indicated size and exhibitors will be charged for their exact booth size once allocations have been made. Booth allocation is determined and approved by the Organiser.
- \*展位尺寸為一參考標準,實際展位可能產生+/-5平方公尺的調整。展位費用將在展位位置分配完成後,依實際展位尺寸收取。 展位位置分配將由展會方做最終決定。



## **BOOTH PACKAGE** | 展位配備

## INCLUDED | 包含

Standard package walling and lighting (walls are 3.5m high. 30% of the allocated SQM booth size will be provided in linear metres of walling) Standard venue flooring Booth signage / Gallery nameboard / Wi-Fi Gallery information on the Taipei Dangdai website Presence on the Taipei Dangdai fair map Exhibitor and Installer/Shipper passes Allocation of VIP passes, Vernissage and General tickets

標配展板與照明 (展板高3.5公尺。展位所分配到的總面積之 30%將作為提供隔板之長度依據。) 標準展場地板 大會指引看板/展位名牌/無線網路 畫廊資訊刊登於台北當代藝術博覽會官網 刊登於台北當代藝術博覽會會展地圖 參展人員及佈展/運輸人員通行證 貴賓卡、開幕夜邀請卡及一般邀請卡配額

### EXCLUDED | 不含

Additional walling Additional lighting Electrical outlets Booth furniture Secure artwork storage facility Public Liability and Artwork Insurance Freight Car parking

額外展板 額外照明 電源插座 展位傢俱 藝術品保全倉儲設施 公共意外責任險及藝術品保險 貨運服務 停車服務

For further information, please visit our website www.taipeidangdai.com or email applications@taipeidangdai.com.

更多詳情,請造訪台北當代官網www.taipeidangdai.com,或來信至applications@taipeidangdai.com。



## ADDITIONAL OPPORTUNITIES | 額外機會

# THE FOLLOWING ADDITIONAL OPPORTUNITIES FOR EXPOSURE ARE AVAILABLE FOR GALLERIES PARTICIPATING IN TAIPEI DANGDAI 2023:

2023年台北當代藝術博覽會參展畫廊將可透過下列方式擁有更多額外的曝光機會:

### NODE | 實境計劃

Node is a curated exhibition of large-scale and immersive installation works that go beyond the scope of the art fair booth and are featured throughout the fair. Limited spaces are provided at the expense of the Fair and exhibitors are invited to submit works for consideration. \*

### IDEAS | 思想串流

The multi-disciplinary program of the Ideas Forum will span the fair's duration with a curated selection of talks and other events with renowned cultural figures from Taiwan and beyond. This program will feature art industry experts as well as recognized public figures from literature, design, science, and the humanities. \* 實境計畫以策展形式,呈現大型、沈浸式的裝置藝術作品,作 品展示將突破藝術博覽會展位空間限制,在會展期間作重點曝 光。主辦單位將免費提供展覽空間,空間有限,邀請參展畫廊 提交作品供研議。\*

思想串流為展期中舉行的跨領域論壇活動,與台灣及世界各地 知名的文化界人士共同合作。本屆將與藝術界專家、文學、設 計、科學與人文領域的知名人士,呈現精選對談及活動。\*

- \* Exhibitors will be invited to submit proposals, after notification of acceptance to the fair, from which a selection will be made by the appointed curator.
- \* 參展畫廊確認參展後,將獲邀遞交提案,並由指定策展人進行評選。





## HOW TO APPLY | 如何申請

### TO APPLY, PLEASE COMPLETE THE ONLINE APPLICATION FORM ON OUR WEBSITE: TAIPEIDANGDAI.COM/APPLY

A non-refundable US\$ 250 application fee will be collected at the time of application via our online payment portal.

The application asks for gallery information along with a booth proposal and images of artworks to be shown at the Fair.

### 如欲申請<sup>,</sup>請完成官網上的線上申請表: TAIPEIDANGDAI.COM/APPLY

報名時,我們將透過線上付款系統收取申請費250美元, 恕不退還。

申請資料請準備畫廊資訊、展位提案及預計展出的藝術品圖像。

## APPLICATION NOTIFICATION | 申請通知

All applicants will be notified in writing as to the outcome of their application. Decisions of admission are made exclusively by the Taipei Dangdai Selection Committee and no conversation will be entered into by the Committee. Please note that by submitting an application form, the applicant accepts and agrees that our Terms and Conditions apply. For full details please refer to the Terms and Conditions on Page 15.

所有申請人的申請結果將以書面形式通知。錄取與否將全權由 台北當代遴選委員會決定,概不進行任何討論。請留意,畫廊 提交申請資料後便已同意台北當代的合約條款。 欲見詳情請參 考第15頁「條款細則」。



## IMPORTANT DATES | 重要日期

### **PAYMENT TIMELINE \***

DEPOSIT (30% of total invoice) acceptance by the Organiser due 28 days

SECOND PAYMENT (35% of total invoice) due 13 December 2022

FINAL PAYMENT (35% of total invoice) due 28 February 2023

付款時程 \*

押金:於接獲主辦單位通知確認參展後28天內,繳交押金(總 額的30%)

第二期款(總額的35%)2022年12月13日前

尾款(總額的35%)2023年2月28前

\* Please note dates are subject to change at the sole discretion of the Organiser.

\* 請留意展會方保留更改日期的權利。

TAIPEI DANGDAI IS A JOINT VENTURE BETWEEN FOUR OF THE WORLD'S LEADING ART EVENT ORGANISERS: 台北當代藝術博覽會由全球四間首屈一指的藝術活動統籌公司合辦:

Tim Etchells

**ARTHQ / EVENTS Limited** 

AngusMontgomery Arts

**Ramsay Fairs Limited** 

## BROUGHT TO YOU BY THE ART ASSEMBLY | THE ART ASSEMBLY 國際藝博會聯盟的一員

Taipei Dangdai is part of The Art Assembly, an affiliation of major international art fairs with a particular focus on the Asia Pacific region comprising Taipei Dangdai, India Art Fair, Sydney Contemporary, PHOTOFAIRS Shanghai, the forthcoming ArtSG and Tokyo Gendai. It represents a joint initiative between three of the world's leading art fair organisers headed by Sandy Angus, Tim Etchells and Magnus Renfrew.

台北當代藝術博覽會是 The Art Assembly 的一員。The Art Assembly 聯合數個亞太區主要的國際級藝術博覽會:台北當 代藝術博覽會、India Art Fair、Sydney Contemporary、影 像上海藝術博覽會,以及即將舉辦首屆的ArtSG與東京現代, 這個聯盟是三個領銜世界的藝博主辦方(Sandy Angus、Tim Etchells 與 任天晉)的新創舉。

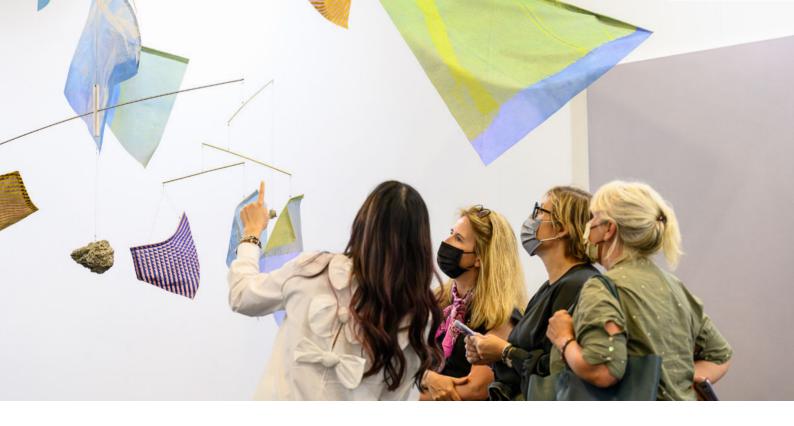
## FAIR DIRECTORS | 台北當代博覽會總監

## ROBIN PECKHAM Co-Director | 岳鴻飛 聯合總監

Peckham began his career with Long March Space and then Boers-Li Gallery in Beijing, and over the last fifteen years has honed his skills as a curator, writer, editor, and institutional leader in Greater China. Between 2014 and 2018, Peckham served as Editor-in-Chief of LEAP, the bi-lingual international art magazine. As an independent curator, Peckham has organized internationally recognized exhibitions including "Art Post-Internet," which he co-curated with Karen Archey for Ullens Center for Contemporary Art in Beijing in 2014. Peckham has also served as a jury-member for the Hugo Boss Asia Art Award in 2015, and he was included on Apollo Magazine's 2016 "Thinkers" list. 岳鴻飛於北京長征空間及博而勵畫廊展開他的事業生涯,過 去 15年磨練了作為大中華區策展人、作家、編輯和機構領導 者的專業。2014至2018年期間,岳鴻飛任職雙語國際藝術雜誌 《LEAP》的主編。作為一位獨立策展人,他曾策劃多個國際知 名的展覽,當中最受矚目的是2014年為北京尤倫斯當代藝術中 心,與凱倫·阿契[Karen Archey]共同策劃的《後網路藝術》展 覽。岳鴻飛亦曾擔任2015年「HUGO BOSS 亞洲新銳藝術家大 獎」評審員及在2016年登上藝術雜誌《Apollo Magazine》的 「思想家」〔"Thinkers"〕名單。

## MAGNUS RENFREW Co-Founder & Co-Director | 任天晉 共同創辦人及聯合總監

Magnus Renfrew has twenty years' experience in the international art world, the last decade of which have been spent in Asia. Previously, Renfrew served as founding fair director for ART HK: Hong Kong International Art Fair (2007-2012) and Art Basel in Hong Kong (2012-2014). Renfrew has been widely recognized for his contribution by art industry media and has been named twice in ARTREVIEW as one of the 100 most influential people in the international art world. In 2013 he was honoured as a Young Global Leader by the World Economic Forum. 任天晉活躍於國際藝壇二十多年,近十年多半於亞洲活動。 先前,任天晉曾擔任香港國際藝術展(ART HK)展會創辦總監: 香港國際藝術展(2007至2012年)以及香港巴塞爾藝術展 (Art Basel)(2012至2014年)。其貢獻備受藝術界媒體推崇,且兩 度榮獲《ART REVIEW》評選為「國際藝壇百大最具影響力人 物」。2013年,世界經濟論壇 (World Economic Forum)更推 選任天晉為全球青年領袖。



## ADVISORY GROUP | 顧問團隊

Taipei Dangdai is supported by an Advisory Group of international collectors from Taiwan and beyond, who provide counsel and guidance as we establish Taipei as a dynamic meeting place for the international art world:

Jam Acuzar Jason Chi Ellie Lai Xun Lu Leslie Sun Benjamin Cha Yao Chien Kevin Lee Jerry Mao Patrick Sun 台北當代獲得台灣及其他地方的國際藏家組成的顧問團隊全力 支持,為展會提供諮詢及指導,與我們一起將台北打造為國際 藝壇的匯聚樞紐:

Richard Chang Evan Chow Sylvain Levy Ivan Pun Maggie Tsai Tai-Wei Chang Lawrence Chu Alan Lo Leo Shih Jenny Wang

## MORE INFORMATION | 更多資訊

# FOR FURTHER INFORMATION ON EXHIBITING AT TAIPEI DANGDAI 2023, PLEASE CONTACT:

ROBIN PECKHAM | 岳鴻飛 CO-DIRECTOR | 聯合總監 rp@taipeidangdai.com directors@taipeidangdai.com

DEBORA FERRARINI FAIR MANAGER | 博覽會經理 df@taipeidangdai.com

T: +886 2 7729 9256

更多關於2023年台北當代藝術博覽會的資訊, 請聯繫:

MAGNUS RENFREW | 任天晉 CO-FOUNDER & CO-DIRECTOR | 共同創辦人及聯合總監 directors@taipeidangdai.com

## TAIPEI DANGDAI LIMITED TERMS AND CONDITIONS OF PARTICIPATION

#### 1. DEFINITIONS

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

"2023 Postponement Period" means the period commencing at the end of the original Exhibition Dates in 2023 that are specified in the Exhibitor Application Form and ending on 30 November 2023 (inclusive);

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

(a) the 2023 Postponement Period; or

(b) May 2024;

"Alternative Exhibition" has the meaning set out in clause 11.4.2;

"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, Taipei Dangdai, 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 2023 that are specified in the Exhibitor Application Form or the Alternative Dates for any Alternative Exhibition where clause 11.4 applica;

"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 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 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 Taipei Dangdai Limited and its successors and assigns;

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

"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 its schedules and the contents of the Exhibitor Manual;

"Venue" means the Taipei World Trade Center or (if applicable) any substitute venue for the Alternative Exhibition where clauses 11.4 applies; and

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

#### 2. APPLICATION

2.1. 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 payable in full and without any deduction, withholding or set-off whatsoever on submission of the Exhibitor Application Form and is non-refundable even in the event the Exhibitor Application Form is 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 noncompliance 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; 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 best lending rate adopted by Bank of Taiwan 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 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.
- 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 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. 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.
- 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 if the removal or exclusion of the Exhibitor is attributable to the Exhibitor. In all other circumstances, the Exhibition Fee will be refunded after deduction of any demonstrable costs expended by Organiser in relation to the removal or exclusion of the Exhibitor from the Venue.
- 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 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 Withdraw 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

#### **Exhibition Fee**

- Before or on 13 December 2022 On or after 14 December 2022
- 75% of the Exhibition Fee 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 to 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 Taiwan 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 Clause 11 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 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 on 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 next Taipei Dangdai, art fair that is organised by the Organiser during any of the Alternative Dates (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 Taiwan 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 90 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. 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 any Exhibition Fee already paid by the Exhibitor shall constitute payment of the Exhibition Fee by the Exhibitor in respect of the Alternative Exhibition and shall be held by the Organiser and applied in respect of such Alternative Exhibition;

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

- 11.4.7.1. the Organiser will promptly advise the Exhibitor that no Alternative Exhibition is available;
- 11.4.7.2. any Exhibition Fee paid to the Organiser by the Exhibitor will be reimbursed to the Exhibitor within the following 60 days;
- 11.4.7.3. this agreement will terminate on the date the Organiser advises the Exhibitor that no Alternative Exhibition is available; and

11.4.7.4. 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.

11.4.8. the transfer of all rights and obligations to an Alternative Exhibition in accordance with clauses 11.4.1 to 11.4.6 or, where applicable, the reimbursement of the Exhibition Fee in accordance with clause 11.4.7 shall be the Exhibitor's sole right and remedy, and the Organiser shall have no other liability to the Exhibitor, for the cancellation 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 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 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 Exhibition pursuant to this clause 11.5;

11.5.4. these Terms and any obligations hereunder 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 all 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 Exhibitor 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 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.
- 15.4. 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 Effective Date

#### 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 Taiwan
- 18.2.Disputes or matters of difference arising out of or in connection with these Terms (including non-contractual disputes and claims) shall be subject to the exclusive jurisdiction of the Taiwanese courts.

#### 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 Taiwan 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 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 and the applicable personal data protection laws and regulations from time to time (the "Privacy Policy"). Such privacy policy can be found at <a href="https://taipeidangdai.com/privacy-policy/">https://taipeidangdai.com/privacy-policy</a>.

#### 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 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. 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.
- 22.4. 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.
- 22.5. No changes to these Terms shall be valid unless in writing and signed on behalf of the authorised representatives of both parties.





Art & Ideas

藝術博覽會

12-14.May.2023

Taipei Nangang Exhibition Center 台北南港展覽館