



MATTA FAIR[®] **online**

23 - 30 SEPTEMBER 2020

**RULES &
REGULATIONS**

As at 12 August 2020

1 INTRODUCTION TO MATTA FAIR®

1.1 TRADEMARKS

IMPORTANT: Please note that MATTA FAIR® is a registered trademark. Your use of the trademark, except as provided in these rules and regulations, without the written permission of the Malaysian Association of Tour and Travel Agents (MATTA) is strictly prohibited. You are also advised that MATTA will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

1.2 DEFINITIONS

Please note that the following definitions will apply to this entire document:

- i. MATTA refers to the Malaysian Association of Tour and Travel Agents.
- ii. MATTA FAIR® ONLINE, 'Fair' or 'Exhibition' refers to the MATTA FAIR® Online 23-30 September 2020.
- iii. Exhibitor refers to any participant who has subscribed exhibitor packages and / or who is promoting, selling, displaying, or advertising any products and services during the MATTA FAIR® Online.

2 APPLICATION TO PARTICIPATE

2.1 Application to participate as Exhibitor must be made via online through <https://register.mattafair.org.my/online-register>.

2.2 All travel agencies / tour operators must submit a copy of their company's valid license issued by the Ministry of Tourism, Arts and Culture, Malaysia. The license validity must cover through the period of the MATTA FAIR® Online 23-30 September 2020. Only companies with the valid relevant Malaysian licenses are allowed to sell tour services and products. Those without the KPL/KPK license will not be entertained.

2.3 The submission of the MATTA FAIR® Registration Form via online shall be deemed as the applicant's interest to participate as an Exhibitor in the MATTA FAIR® Online and the applicant's acceptance and agreement to be bound by the Rules & Regulations of the MATTA FAIR® Online.

2.4 MATTA reserves the right to accept or reject any application without disclosing the reasons thereof.

3 SUBSCRIPTION & PARTICIPATION FEE

EXHIBITOR PACKAGES

Annual Subscription Fee <i>* valid until December 2021</i>	RM500*
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Participation Fee <i>** subject to 23-30 September 2020 fair only</i>	Waived**
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Total	RM500
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FEATURES

Packages Upload	Unlimited
Live Chat	✓

COMPANY DETAILS

Name	✓
Contact Number	✓
Website	✓
Logo	✓
Email	✓
Direct link to exhibitors page	✓
Share to Social Media	✓

- 3.1** The subscription fee is on an annual basis which if exhibitor is registering now, it will valid till 31 December 2021.
- 3.2** Participation fee (per company) is waived for MATTA FAIR® Online 23-30 September 2020.
- 3.3** Payment in the form of cheque shall be made payable to MICEM Sdn Bhd Direct transfer of payment to MICEM Sdn Bhd can be made to the following bank account:

Name of beneficiary	: MICEM SDN BHD
Company Registration No	: 732247-K
Bank account number	: 3209193736
Name of bank	: Public Bank Berhad
Address of bank branch	: Bandar Sunway Branch
SWIFT Code	: PBBEMYKL

3.4 SOCIAL MEDIA ADVERTISING

ADD-ON (OPTIONAL)
SOCIAL MEDIA ADVERTISING

ITEM DESCRIPTION	BASIC	INTERMEDIATE	ADVANCED
NUMBER OF POSTING	1	1	2
STILL IMAGE: Copywriting, Visual Generation <i>* inclusive of 1 stock image</i>	1	0	1
INTERACTIVE POSTING: Either a Mini Video, GIFs or Carousal Posting. Copywriting, Visual Generation <i>*Maximum number of frames</i> <i>*Inclusive of 5 stock images</i>	0	1	1
NUMBER OF REVISIONS	2	2	2
ADVERTISING Spend for Sponsored Posting Inclusive of campaign monitoring & optimization. Geo targeting. Budget and bid Management Basic Reporting	✓	✓	✓
PRICE	RM500	RM700	RM1500

3.5 PASSWORD AND ACCOUNT SECURITY

- i) MATTA shall assign an account and issue an Exhibitor ID and a unique password to each successfully registered Exhibitor.
- ii) Each Exhibitor must acknowledge and agree to be responsible for maintaining the confidentiality and security of your Exhibitor ID and password associated with any account being used to access this platform and for all activities that occur under your account. Exhibitor shall notify MATTA immediately if you become aware of any unauthorized use of your password or your account.

3.6 All transaction by the customer will be made directly to the Exhibitor and it is up to the participating Exhibitor to decide on the preferred transaction, and may opt to sign up for iPay88 or Boost. MATTA will not be taking any payment on behalf of the Exhibitor.

ONLINE eCOMMERCE (OPTIONAL)



	SME Plan	Enterprise Plan
Setup Fee (one off)	RM 488	RM-5500 RM 3500
Annual Fee	RM 500	RM-1000-RM 900
Bank Processing Fee	RM 900 (Waived)	RM 900 (Waived)
Online Banking Rate	2.7% or RM 0.60 whichever higher 2.4%	1.8% or RM0.60 whichever higher
Credit Card Rate (Visa & Master)	2.7% 2.40%	1.80%
Debit Card Rate (Visa & Master)	2.5% 2.00%	1.80%
Credit/Debit Card (UnionPay)	2.70% 2.40%	1.80%
Boost Wallet	1.00%	1.00%
KiplePay	2.00%	2.00%
MBBQR	1.50%	1.50%
Touch&Go	1.50%	1.30%
Grabpay	1.50%	1.30%

4 SALE OF TOUR SERVICES AND PRODUCTS

- i. Only travel agencies with the valid relevant Malaysian licenses are allowed to sell tour services and products.
- ii. MATTA reserves the right to impose conditions, if any, on the minimum selling price of tour packages and restrictions on advertisements and promotions for all Exhibitors.
- iii. Exhibitor is required to practice principles of professional conduct in the promotion of their services / products and is not allowed to undertake promotional activities and publicity programmes deemed disruptive to the MATTA FAIR® Online.
- iv. All special offers for tour packages are only valid for sale for the duration of the MATTA FAIR® Online.
- v. All Exhibitors must exercise professional and ethical best practices in honouring and delivering on the items in their products and services sold to customers during the MATTA FAIR® Online. Any complaints received from consumers and found to be substantiated against any Exhibitor will entitle MATTA to take such action as considered appropriate, including limiting for the Exhibitor's participation in future Fairs.

4.1 Exhibitors participating in MATTA FAIR® Online shall package in minimum 2 travel components from below in every tour package sold.

- i. Air tickets (Malaysia Airlines)
- ii. Hotel Accommodation from participating members of Malaysian Association of Hotel (MAH)
- iii. Theme Parks or Family Attractions from participating members of Malaysian Association of Amusement Theme Park and Family Attractions (MAATFA)
- iv. Spa services from participating members of Association of Malaysian Spas (AMSPA)
- v. Ground arrangements

4.2 Exhibitor acknowledges that sharing of your account with other persons, or allowing multiple Exhibitors outside of your business entity to use your account (collectively, "multiple use") may cause irreparable harm to MATTA Fair Online or other Exhibitors of the Site. Exhibitor shall indemnify MATTA, employees and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Exhibitor also agrees that in case of the multiple use of your account or Exhibitor's failure to maintain the security of your account, MATTA shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Exhibitor's account without liability to Exhibitor.

4.3 MATTA does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Exhibitor. Each Exhibitor is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

4.4 MATTA reserves the right in our sole discretion to remove, modify or reject any Exhibitor Content that you submit to, post or display on the Site.

5 TERMS OF USE FOR EXHIBITORS

5.1 As a condition of your access to and use of the platform, you agree that you will comply with all applicable laws and regulations of Malaysia.

5.2 MATTA FAIR® Online may allow Exhibitors to access to content, products or services offered by third parties' platform such access or use shall be at the Exhibitors sole risk. You are cautioned to read such platform terms and conditions and/or privacy policies before using the Site. You acknowledge and agree that MATTA has no control over such third parties' platform, does not monitor such platform, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such platform.

5.3 You agree not to undertake any action to undermine the integrity of the computer systems or networks of MATTA Fair Online and/or any other Exhibitor nor to gain unauthorized access to such computer systems or networks.

- 5.4** Through the platform, MATTA provides electronic web-based platforms for exchanging information between Customer and Exhibitor. MATTA does not represent either the Exhibitor or the Customer in specific transactions. MATTA does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the platform or the ability of the Exhibitors to complete a sale or the ability of Customers to complete a purchase.
- 5.5** Exhibitor is solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the platform, including, without limitation, terms regarding payment, returns, warranties, insurance, fees, taxes, licenses and fines.
- 5.6** Exhibitor agrees to provide all information and materials as may be reasonably required by MATTA in connection with your transactions conducted on, through or as a result of use of the platform. MATTA has the right to suspend or terminate any Exhibitor's account if the Exhibitor fails to provide the required information and materials.
- 5.7** To the maximum extent permitted by law, MATTA makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, completeness or currency of any information provided on or through the platform; MATTA does not represent or warrant that the offer, display, purchase, sale and/or use of products or services offered or displayed on the platform does not violate any third party rights; and MATTA makes no representations or warranties of any kind concerning any product or service offered or displayed on the platform. Exhibitors shall exercise due diligence and verify such information before relying on the same.
- 5.8** The platform may make available to Exhibitor's services or products provided by independent third parties. No warranty or representation is made by MATTA with regard to such services or products. In no event shall MATTA be held liable for any such services or products.
- 5.9** Under no circumstances shall MATTA be held liable for any delay or failure or disruption of the content or services delivered through the platform resulting directly or indirectly from acts of nature, forces or any other cause whatsoever, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
- 5.10** MATTA and Exhibitors are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.
- 5.11** Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

6 OTHER IMPORTANT INFORMATION

6.1 RIGHTS TO CANCEL, POSTPONE OR SHORTEN THE FAIR

- i. MATTA reserves the right to cancel the MATTA FAIR® Online.
- ii. MATTA also reserves the right to cancel or shorten the MATTA FAIR® Online in the event of any unforeseen circumstances that are beyond the control of MATTA.
- iii. If the Fair is cancelled, then all payments made to MICEM SDN BHD shall be refunded. No other claims or compensation will be entertained by MATTA and MATTA shall have no liability whatsoever to Exhibitors in respect hereof.
- iv. If the Fair is shortened, there will be no refund of payments made. No other claims or compensation will be entertained.

6.2 FINAL DECISION

The decision of MATTA on any matter arising before, during and after the Fair shall be final.

6.3 MATTA FAIR® ONLINE BRANDING

The use of the official MATTA FAIR® Online logo and the phrase MATTA FAIR® Online or any derivative thereof can be used in **all media** one (1) month before the Fair and one (1) week after the Fair by confirmed and registered MATTA Fair Online Exhibitors only. MATTA is entitled to revoke this permission to use at any time.

7 RESPONSIBILITIES OF EXHIBITORS

While MATTA FAIR® Online is the platform for registered Exhibitors to promote and sell their products and / or services, MATTA shall be absolutely entitled to take such steps necessary to ensure that the name of MATTA is not compromised by shoddy products, non-delivery of services and unethical practices by the Exhibitors.

The following rules and regulations are highlighted due to the numerous complaints received by MATTA and the Ministry of Tourism, Arts and Culture (MOTAC):

- i. Exhibitors are reminded to ensure that the Terms and Conditions of their tour packages are in accordance with the Tourism Industry Act 1992.
- ii. Exhibitors are governed by the 'Code of Ethics' under the MATTA Constitution which encourages best practices and fair play.
- iii. All Exhibitors are to ensure that their staff and freelance staff are properly briefed on their products and not to give promises / services that cannot be kept or delivered.
- iv. An official receipt must be issued and emailed to the customer.
- v. A tour package may be cancelled due to unavoidable circumstances that are beyond the control of the Travel Agent such as force majeure, strikes, safety hazards, political unrest and government control. In such cases, an administrative charge may be imposed.
- vi. All Exhibitors must be professional in their dealings with the consumer.
- vii. It is mandatory that all Exhibitors (Travel Agents and Tour Operators) offer a Basic Tour Insurance Protection Plan to their customers. In the event that the consumer does not require the basic Insurance coverage, Exhibitors / members must obtain a signed waiver from the consumer and refund the Insurance premium to the consumer.
- viii. All Exhibitors are responsible to advise the consumers about their Travel Documents (e.g. passports) and Visa requirements and health regulations at the time of booking.
- ix. Should there be any cases / issues of complaints from consumer towards Exhibitors after MATTA FAIR® Online in regards of sales / service arrangements, Exhibitor should settle the issues with the consumer directly.

8 DISCIPLINARY ACTIONS

- i. MATTA will call the Exhibitor for clarification and for the Exhibitor to explain his side of the story in response to any complaints made against him.
- ii. All Exhibitors are encouraged to reach an amicable and satisfactory solution with consumers on complaints received.
- iii. All Exhibitors are encouraged to avoid any legal actions by consumers.
- iv. MATTA, after due process and, at its discretion, can and will impose Disciplinary Actions against any Exhibitors for non-compliance and / or for going against the to the Rules and Regulations. Disciplinary actions can include but is not limited to the following:
 - a. A warning
 - b. Bar from future participation in MATTA Fair, MATTA FAIR® Online and related activities
 - c. Suspension of membership
 - d. De-listing of membership

9 TERMINATION

In the event of any breach of the Rules and Regulations, MATTA reserves the right to suspend or terminate the Exhibitor who has committed the breach during the MATTA FAIR® Online period.

10 RIGHTS OF OFFICIAL SPONSORS & PARTNERS

- i. MATTA shall be absolutely entitled to protect the rights, interests and privileges of the MATTA FAIR® Online official sponsors and partners.
- ii. No Exhibitor is allowed to have any direct or indirect joint promotion with competitors of our official sponsors and partners without prior approval from MATTA.
- ii. MATTA also reserves the right to cancel or shorten the MATTA FAIR® Online in the event of any unforeseen circumstances that are beyond the control of MATTA.
- iii. If the Fair is cancelled, then all payments made to MICEM SDN BHD shall be refunded. No other claims or compensation will be entertained by MATTA and MATTA shall have no liability whatsoever to Exhibitors in respect hereof.
- iv. If the Fair is shortened, there will be no refund of payments made. No other claims or compensation will be entertained.