



Exhibitor Agreement

South Coast Food & Wine Terms & Conditions

1. Definitions. In these Terms and Conditions the term 'EVENT' shall mean the event specified in the Invoice Form whose provisions are subject to these Terms and Conditions. 'EXHIBITOR' shall include all employees, servants and agents of any Company, Partnership, Firm or individual to whom stand space has been allocated for the purpose of exhibiting. The term 'ORGANISERS' shall mean White Sands Events P/L. 'VENUE' means the venue at which the Event is to take place.
2. Promotion and Marketing of the Event. The Organisers shall be entitled to use and reproduce the Exhibitor's name, trademark and logo in connection with the promotion and production of the Event.
3. Cost of Event. The cost of exhibiting is as set out in the Invoice.
4. Application for Stand Space. Stand space will be allocated on a 'first come – first served' basis, and where possible, in accordance with the Exhibitor's choice and preference. The submission of an application on the Invoice provided, together with the final allocation by the Organisers and the acceptance by the Exhibitor of stand space, shall be deemed to be a contract in acceptance of and in accordance with these Terms and Conditions. The Order Confirmation form must list all firms being represented by the Exhibitor. The Organisers shall reserve the right to refuse any application for stand space or prohibit any exhibit without assigning any reason for such refusal or prohibition. Should it be necessary to revise the layout of the Event for any purpose, the Organisers reserve the right to alter the positions of stands as, in their opinion, may be required in the best interest of the Exhibitors.
5. Payment. The Exhibitor agrees that all exhibit fees related to exhibiting at the Event, or any other amounts owed to the Organiser, must be paid to the Organiser 30 days prior to the Exhibitor's setting up at the Event. In the event that the Exhibitor fails to pay any or all such fees in accordance with payment deadlines, the Organiser reserves the right to reassign or cancel the Exhibitor's Space. In the event that Exhibitor pays the exhibit fees after such reassignment, the Organiser may, in its sole discretion, assign such other exhibit Space, if then available, which the Organiser deems appropriate. The Exhibitor remains liable for payment of all previously agreed fees, subject only to the applicable cancellation schedule set out below:
 - (i) In the event that the Exhibitor wishes to cancel it must do so in writing within 30 days of the date of the deposit paid and will be liable to pay 50% of the overall costs specified therein. Any cancellation thereafter shall incur liability for all costs specified therein.



(ii) Following the inclusion of the Exhibitor's name or logo onto marketing collateral or other hard copy or electronic literature relating to this Event, cancellation will result in the Organiser incurring 100% of the overall costs.

(iii) In the event that the Organiser cancels the Event, the full cost relating to the cancelled Event will be returned to the Exhibitor within 30 days of cancellation.

The Organiser may offset the amount of exhibit fees owed by the Exhibitor against any amount owed by the Organiser to the Exhibitor. Full payment of all exhibit fees due must accompany each application without which the Organiser will not permit the Exhibitor to set up.

6. Occupation of Stand Space. The Exhibitor may enter the Event premises for the purpose of erecting, installing and preparing their exhibits on such date and times as are advised by the Organiser. All stands must be completed and ready for the Event opening by 1700 hours on the day before the Event is due to begin. In the event of an Exhibitor failing to take possession of their allocated stand space, the Organisers reserve the right to re-allocate or otherwise deal with the stand space as they decide. The charges for such allocated stand space will nevertheless remain due to the Organisers. The Organisers shall have the right to refuse to permit the Exhibitor to occupy or use the stand space until all the sums due to the Organisers from the said Exhibitor have been paid.

7. Display Installation.

- (i) No Exhibitor will be permitted to install its exhibits or display in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or pathways.
- (ii) Pathways must be kept clear and free for passage and must not be littered or obstructed in any way.
- (iii) The Exhibitor must undertake to abide by the decision of the Organisers on all matters relating to the employment of labour in connection with the Event.
- (iv) All electrical installations and connections must be carried out by the Organisers' nominated third party contractor unless otherwise agreed.
- (v) Plans for specifically built individual stands other than those constructed within the standard shell scheme must be submitted to the Organisers for approval before construction is ordered.

8. Electrical Requirements. Where appropriate all electrical installations and connections will be carried out and checked by the official electrical contractor appointed by the Organisers. Additional lighting and power services will be available to the Exhibitor through the official electrical contractor appointed by the Organisers. Details of these services, together with relevant charges, will be sent to the Exhibitor once application has been made and stand space allocated. Where an electrical contractor has not been appointed by the Organisers the Exhibitor may provide his own electrical fittings where such fittings are in the form of made-up units,



showcases, signs, etc, complete and ready for connection to the main supply provided that they are industry approved and they have been properly tested. The Organisers expressly decline any responsibility for the condition or compliance of the Exhibitor's own electrical equipment and reserve the right to remove any that they or the Venue owners consider not to comply with the regulations in force at the Event or to be dangerous. The Exhibitor hereby warrants and undertakes that any equipment supplied by it shall be of satisfactory quality and agrees that it will be liable for any actions, claims (including without limitation consequential losses) damages, cost and expenses which may be brought, suffered or incurred by the Organisers as a result of a breach of this warranty or undertaking.

9. Exhibitor's Conduct. The Exhibitor is responsible to the Organisers for ensuring that its stand is maintained in a clean and orderly state during the open period of the Event. The Exhibitor (and each of its representatives, as appropriate) shall not:

Promote its participation in any other event without prior written consent of the Organisers;

Make sales that result in the exchange of product or money within the Event premises

Operate games of chance or lottery devices or actual or simulated pursuit of any recreation pastime without prior written consent from the Organisers

Exhibit anything not specified in this Agreement;

Display material exposing an unfinished surface. The Organisers reserve the right to have such finishing done and bill the Exhibitor for the charges incurred.

Use "live" microphones or loudspeaker equipment in any Space, unless specifically allowed by Venue licence provisions, but laptop computers, portable film, slide and videotape projectors may be utilized as long as other rules are met.

Use paper decorations or branches, unless fireproofed.

10. Dangerous Materials and Exhibits. The Exhibitor must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by local authorities and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organisers must be removed from the premises.
11. Fire Precautions. All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Event may be subject. All electrical wiring and cables must be clear of the floor. No packing materials or empty boxes must be stored on or behind stands. Fire Points and Exits must be kept clear at all times. The Exhibitor must adhere to all fire and safety regulations which affect the Event.



12. **Damage to Venue.** No nails, screws or other fixtures may be driven into any part of any structure including floors. No vehicles may enter the Venue without prior permission. Care should be taken to avoid any damage to any part of the Venue. Should any such damage or disfigurement occur, the Exhibitor shall be liable for any reparation charges incurred.
13. **Photography/Video/Recording.** No photographs, video or recording of the Event shall be made by Exhibitor without the prior written consent of Organisers, which consent shall be granted in the Organisers' sole discretion. The Exhibitor agrees that the Organisers may record, broadcast or take photographs or video of the Exhibitor's Event stand space, exhibit, and exhibit personnel as part of the recording or broadcasting of the Event in general and not solely the Exhibitor, and the Exhibitor authorizes such for any promotional use by the Organisers.
14. **Annoyance.** The Organisers reserve the right to regulate any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or visitors to the Event. This includes excessive noise from working exhibits or sound equipment. Business must be conducted only from within the Exhibitor's own stand area. This includes the handing out of advertising material.
15. **Failure to Vacate.** If the Exhibitor should fail to remove all his property or otherwise fail to vacate the Event premises by the end of tenancy due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by the Conference Centre, or any other losses and costs incurred by the Organisers. As a result of the Exhibitor failing to vacate the premises by the agreed time, the Organisers may remove any property of the Exhibitor left in the Event hall by the Exhibitor after the said time and the costs of such removal shall be paid by the Exhibitor to the Organisers on demand.
16. **Security.** Security staff will be on duty throughout the period of tenancy of the Event but shall be under no liability for loss or damage. Exhibitor wrist bands must be worn at all times.
17. **Health & Safety.** All personnel entering the Venue must comply with all current health and safety legislation. Risk Assessments should be provided by all Exhibitors prior to the event.
18. **Data protection.** The Exhibitor shall comply with all applicable requirements of the Data Protection Legislation in its collection, use, processing and storage of personal data from attendees to the Event or otherwise. The parties acknowledge that, in respect of such personal data, for the purposes of the Data Protection Legislation, the Exhibitor is the Data Controller. Without prejudice to the generality of this clause, the Exhibitor shall ensure that it has all necessary appropriate consents and notices in place.
19. **Insurance.** The Organisers do not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Event



premises by the Exhibitor. The Exhibitor releases from and indemnifies the Organisers against any liabilities in respect of any loss or damage to the exhibits or any other property brought to the Venue and the Exhibitor shall effect insurance on a full 'All Risks' basis for a sum insured equivalent to the full value of all exhibits and other property brought to the Event. The Exhibitor shall provide proof of adequate cover to meet the insurance requirements of the clauses concerning Public Liability, Insurance of Exhibits, Postponement or Abandonment, and Failure to Vacate. The Exhibitor must provide to the Organisers prior to commencing its stand fitting a copy of its public liability insurance certificate and the receipt for the current year's premium.

20. Postponement or Abandonment. The Exhibitor shall have no claim against the Organisers in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Event, or of the Event hall becoming wholly or partially unavailable for the holding of the Event by reason of happenings of any of the events referred to in Condition 18 above being beyond the Organisers' control. The Organisers may at their entire discretion repay the rental paid by the Exhibitor or part thereof, but shall be under no obligation to repay the whole or part of such rental and shall be under no liability to the Exhibitor 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 Exhibitor as the result of the happening of any such events. If in the opinion of the Organisers, re-arrangement or postponement of the period of the Event, or by substitution of another venue or by any other reasonable manner the Event can be carried through, the contract for stand space shall be binding upon the parties, except as to size and position of stands, as to which any modifications, substitutions or re-arrangement they consider necessary shall be determined by the Organisers.
21. Insolvency or Liquidation. In the event of an Exhibitor becoming insolvent or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or re-construction), or having a receiver appointed, the contract with such an Exhibitor shall terminate forthwith; the allotment of stand space shall be cancelled and all sums paid by the Exhibitor under the Contract shall be forfeited.
22. Prohibition of Transfer. The Exhibitor agrees not to assign or sublet any stand space allocated to them without prior consent from the Organisers, not to display or advertise goods or services other than those manufactured or carried by them in the normal course of business.
23. General Conditions. The Organisers will be responsible at all times for the control of the Event area. The Exhibitor is responsible for the supervision of their stand. These Terms and Conditions shall be construed in accordance with the manual that the Exhibitor can receive from the Organiser. In the event of any conflict between (a) the Terms and Conditions and the manual, the terms of the manual shall prevail; and (b) the Terms and Conditions and the Invoice, the Invoice shall prevail. Should any question arise that is not provided for within the foregoing Terms and Conditions, the Organisers undertake to give the fullest sympathetic consideration to the interests of



the Exhibitor. Their decision must be accepted as final where the requirements for the correct conduct of the Event make an immediate decision imperative, subject always to the proviso that matters in dispute may be referred to an independent arbitrator at the request of either side. The Exhibitor must comply with any regulation or requirements imposed on the Organisers, by the conference centre, the local authorities or any other competent authority.

24. **Conflicting Events.** Meeting and event space at the Venue is reserved for participating sponsors and exhibitors. Those wishing to host their event onsite who are not sponsoring or exhibiting at the Event must pay an access charge. This access charge allows the non-sponsoring company to book meetings/events directly with the owners of the Venue.
25. **Exemptions.** Exemptions from any of these Terms and Conditions may be granted at the Organisers' discretion. No exemption will be effective unless it is given in writing.
26. **Law and Jurisdiction.** These Terms and Conditions and any contract included shall be governed by the laws of Australia and New South Wales and any disputes regarding them shall be determined by the Australian courts.