

Exhibitor Terms and Conditions

The Fashion & Pamper Expo 2017

On Point Events Pty Ltd, Event Organiser

1 The Contract

1.1 On Point Events Pty Ltd ABN: 54 615 999 883 is referred to as the "Organiser".

1.2 Reference to "Event" refers to an event or expo promoted by the Organiser. "Exhibitor" refers to a party who has entered into a site application or contract for site space at an Event. "Advertiser" refers to a party who has entered into an activity with the Organiser to advertise or promote their products/services with the Organiser. "Sponsor" refers to a party that has entered into a contract or activity with the Organiser to sponsor an Event or other activity with the Organiser.

1.3 The signing of a valid site application or contract relating to an Event or other activity organised by the Organiser constitutes acceptance by the Exhibitor, Advertiser or Sponsor of the terms and conditions set out herein.

1.4 These terms and conditions replace any and all previous terms and conditions made by the Organiser.

1.5 It is acknowledged that these terms and conditions can be amended from time to time, but will not be amended during the currency of the site application or contract until completion of an Event or other activity to which the site application or contract relates to or applies.

1.6 These terms and conditions take precedence over any customer terms and conditions that an Exhibitor, Advertiser or Sponsor may have reliance upon during the term of the site application or contract until completion of an Event or other activity to which the site application or contract relates.

2 Organiser's Rights and Responsibilities

2.1 The Organiser will organise and conduct an Event or other activity on behalf of the Exhibitor, Advertiser or Sponsor in accordance with the General Event Information related to an Event or other activity documented by the Organiser on behalf of the Exhibitor, Advertiser or Sponsor.

2.2 The Organiser will make all reasonable efforts to offer site space, advertising or sponsorship as requested by the Exhibitor, Advertiser or Sponsor.

2.3 The Organiser does not guarantee event visitor numbers or the level of commercial activity at an Event or for any other activity.

2.4 Should an Event or other activity be cancelled or abandoned, the limit of claim for damages and/or compensation by the Exhibitor, Advertiser or Sponsor shall be limited only to the amount of money paid by that Exhibitor, Advertiser or Sponsor to the Organiser for that particular Event or other activity.

2.5 The Organiser reserves the right to cancel or postpone an Event or other activity due to circumstances beyond the Organiser's control, such as a natural disaster or where a state of emergency has been declared. All payments made prior to an Event or other activity which has resulted in a postponement of an Event or other activity will be honoured at the re-scheduled Event or re-scheduled activity.

2.6 Wherever possible, site space assignments or other arrangements will be made by the Organiser in keeping with the preferences of the Exhibitor, Advertiser or Sponsor. The Organiser reserves the right to move, delete or add site spaces or make other arrangements and/or make the final determination on all site space assignments or other arrangements without prior consultation with the Exhibitor, Advertiser or Sponsor.

2.7 The Organiser does not guarantee exclusivity of products or services and cannot guarantee similar products or services will not be located adjacent to or near the Exhibitor in relation to site space at an Event.

2.8 The Organiser reserves the right to alter or change the traffic flow or access arrangements to and from an Event site and/or the Exhibitor site at any time. These changes may affect exhibitor and/or patron vehicle traffic and/or patron foot traffic.

2.9 The Organiser reserves the right to alter or change at any time the style or type of exhibitor access pass required to enter or gain access to an Event. The Organiser or their staff or volunteers or security staff also reserve the right to ask for additional identification and where in doubt as to whether or not the exhibitor pass is being used by a person or persons who are not entitled to carry that pass, the Organiser reserves the right to confiscate the exhibitor pass and refuse entry to that person or persons.

2.10 The Organiser will take every care to ensure that promotional materials provided by the Advertiser are included in publications organised by the Organiser, but will not be held liable for any loss should such advertising not be included.

2.11 Exhibitors, Advertisers and Sponsors indemnify the Organiser against all claims against the Organiser for breach of warranty, third-party intellectual property rights or any other liability that the Organiser may otherwise be exposed to relating to information or images about a product or service released to the Organiser on behalf of or by the Exhibitor, Advertiser or Sponsor.

2.12 Sponsors acknowledge that all care and attention will be taken by the Organiser in relation to providing all sponsorship benefits arising from a sponsorship contract, however the Organiser will not be held liable for any acts or omissions relating to the sponsorship contract that were not achieved by the Organiser.

2.13 The Organiser cannot be held liable for injury or death, property damage, economic loss or any other claims relating to an Exhibitor, Advertiser or Sponsor nor to an Event or other activity.

3 Exhibitor's Rights and Responsibilities

3.1 No Exhibitor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained from the Organiser in writing.

3.2 No exhibits will be permitted which interfere with the presentation of other exhibits or impede access to them or impede the free use of the aisles. Exhibitors and staff on stand,

including demonstrators and ticket sellers, are required to confine their activities within the allocated space of the Exhibitor's site.

3.3 Sound presentations, slides, movies or videos are permitted if attuned to a conversational level and if not objectionable to neighbouring exhibitors.

3.4 Exhibitors are required to have their site fully staffed at all times while an Event is open to the public. Exhibitors must ensure that all staff working on their site display appropriate exhibitor passes at all times. Site space must be kept clean and tidy and all rubbish removed to assigned rubbish locations during the course of an Event.

3.5 Exhibitors must make the most of the site space for promotional and commercial opportunities and to maximise the appearance of the site space in keeping with the standards of an Event.

3.6 Exhibitors must follow all directions of staff employed or engaged by the Organiser, including compliance with relevant laws, Occupational Health & Safety requirements and venue guidelines whilst at an Event.

3.7 Exhibitors are required to remove all materials at the completion of an Event and bring the site space back to the condition to which the site space was when the Exhibitor arrived. Failure by an Exhibitor to remove all rubbish and return the site space to its former condition will result in additional fees charged for such cleaning and reinstatement.

3.8 The Exhibitor agrees to indemnify the Organiser with respect to loss, damage or claims as a result of a breach of contract, claims associated with a display or demonstration of products and selling goods or services that misrepresent or infringe upon intellectual property rights that may arise as a result of any act of the Exhibitor and/or default or omission on the part of the Exhibitor.

3.9 All property, display materials and vehicles under the control and custody of the Exhibitor are understood to remain under the control and custody of the Exhibitor and therefore the total responsibility of the Exhibitor in relation to insurance protection and coverage in transit to, within the confines of the exhibition boundaries and in transit to and from the confines of the exhibition venue and its boundaries and for the total duration of an Event from the commencement of the set up through until an Event site is vacated. The Organiser provides 24 hour monitoring of the site by event staff and overnight security by accredited security services from the official start of set up (the official set up times may vary and will be advised in event publications and upon checking at an Event) through until 8am on the day after the last day of an Event. The Organiser is not responsible for any damage to or loss of goods of the Exhibitor or its servants, staff, agents or contractors due to any reason whatsoever.

3.10 Exhibitors and others are not permitted to connect or otherwise interfere with the electrical, gas, water or other fittings within a venue or at the grounds where an Event is located. Any such connections or alterations need to be approved by the Organiser and the host venue and would then be carried out at the expense of the Exhibitor.

3.11 The Exhibitor, its servants, agents, licensees, contractors or sub-contractors will be responsible for complying with workplace health and safety standards at all times. Exhibitors, contractors, delivery drivers, etc MUST wear high visibility vests and closed in shoes during the set up and bump out hours of an Event. Children under 16 are not permitted on site at a venue during set up and bump out times.

3.12 The Exhibitor agrees to complete and return a Risk Assessment Survey Form supplied by the Organiser by close of business on the date stipulated in event publications forwarded to the Exhibitor and set out in the Event Information contained in these terms and conditions.

3.13 All Exhibitors must have a current public liability insurance policy with cover of at least \$20 million covering the period of an Event including bump in and bump out times, and are required to provide proof of currency of insurance to the Organiser prior to the commencement of an Event or by close of business on the date stipulated in Event publications forwarded to the Exhibitor and set out in the Event Information contained in these terms and conditions.

3.14 All electrical items brought to an Event MUST HAVE valid electrical certification tags on them, including extension leads and power boards. Exhibitors who have ordered power and require more than one power outlet, must bring their own additional power leads and power boards.

3.15 Exhibitors ordering or requesting power after the due date (date shown in Event Information within these Terms and Conditions) may be charged additional fees as set out on the power requirements form.

3.16 No individual generators to be used to power an exhibitor's site without the express written permission of both the organiser and the venue.

4 Advertiser's Rights and Responsibilities

4.1 Advertisers forwarding promotional material to the Organiser, including product and promotional images, press releases and product information, or give verbal approval to download images, agree to allow the Organiser the right to use the supplied information within an Event promotion, all advertisements, commercials and online.

4.2 When providing promotional material for use by the Organiser the Advertiser warrants that:

- (a) It is owned by the Advertiser or the Advertiser has the rights to use and publish such promotional material;
- (b) The Organiser has the rights to use and publish such promotional material provided by the Advertiser;
- (c) It does not breach the law or other's rights to the use of the promotional material.

4.3 The Advertiser agrees to pay the rates stipulated for the advertising by the Organiser and will pay all debts due and owing by the due date in full in Australian dollars.

4.4 All promotional material provided by the Advertiser must be forwarded to the Organiser by the advertising deadlines advised in Event publications and set out in the Event Information contained in these terms and conditions.

4.5 If promotional material is not received by the advertising deadlines notified to the Advertiser, the Organiser can:

- (a) Consider the advertising cancelled and a cancellation fee will be applied against the Advertiser; or
- (b) Reserve the right to include a basic advertisement or listing relating to an Advertiser.

4.6 The Advertiser agrees to indemnify the Organiser with respect to loss, damage or claims as a result of a breach of contract, claims associated with advertising a display or demonstration of products and selling goods or services that misrepresent or infringe upon

intellectual property rights that may arise as a result of any act of the Advertiser and/or default or omission on the part of the Advertiser.

4.7 The Advertiser acknowledges that compulsory advertising charges for advertising within Event publications prepared by the Organiser are not negotiable and non-refundable. All fees relating to advertising within Event publications must be paid in full by the booking deadline notified to the Advertiser for acceptance of advertising within Event publications.

4.8 The Advertiser acknowledges and agrees that the Organiser has the right to edit or refuse a listing within Event publications for an Event, without notice, in order that a better fit or format can be achieved for Event publications.

4.9 The Advertiser accepts that the Organiser takes no responsibility for errors or omissions relating to advertising created on behalf of the Advertiser.

4.10 Promotional material provided by the Advertiser must meet with the Organiser's requirements and, if not, the Advertiser must re-supply the material in the form required by the Organiser or agrees to accept the costs of production that will be incurred in order to create the promotional material in a form acceptable to the Organiser.

5 Sponsor's Rights and Responsibilities

5.1 The Sponsor agrees to satisfy the sponsorship payment, in Australian dollars, by the due date set out in the Tax Invoice provided to the Sponsor for such sponsorship.

5.2 The Sponsor enters into the sponsorship agreement with the full knowledge and understanding of the benefits associated within the provision of such sponsorship.

5.3 The Sponsor acknowledges that the Organiser will carry out all sponsorship activities as outlined in the agreement between the Sponsor and the Organiser to the best ability of the Organiser.

5.4 The Sponsor authorises and consents to the Organiser using trademarks, service marks, symbols and logos in the promotion of the Sponsor within the sponsorship agreement by:

- (a) Granting the use of trademarks and other identification of the Sponsor for the sole purpose of performing the obligations under the sponsorship agreement; and
- (b) The right to use the trademarks and other identification of the Sponsor to uses exclusively related to the sponsorship agreement.

5.5 The Sponsor is required to notify the Organiser of any restrictions upon which the use of the Sponsor's trademarks or other identification can be made by the Organiser.

5.6 The Sponsor agrees to indemnify the Organiser with respect to loss, damage or claims as a result of a breach of contract, claims associated with a display or demonstration of products and selling goods or services that misrepresent or infringe upon intellectual property rights that may arise as a result of any act of the Sponsor and/or default or omission on the part of the Sponsor.

6 Charges and Payments

6.1 All Exhibitor site fees must be paid in full in Australian dollars by the date set out in the Tax Invoice issued to the Exhibitor, or as set out in Exhibitor notifications forwarded to Exhibitors by the Organiser.

6.2 All Advertisers and Sponsors fees must be paid in full in Australian dollars by the due date set out in the Tax Invoice issued to the Advertiser or Sponsor, or as agreed by arrangement with the Organiser, or as set out in Exhibitor notifications forwarded to Advertisers or Sponsors by the Organiser.

6.3 If the specified deposit on any site booking has not been paid by an Exhibitor within the terms set out in the Tax Invoice, and after verbal confirmation from the Organiser to the Exhibitor that such deposit is due and payable immediately and the Exhibitor fails to satisfy such payment within a reasonable period, the Organiser may re-assign or cancel that booking without notice to the Exhibitor.

6.4 Exhibitors who have not completed full payment for their site fees by the date set out in Exhibitor notifications (unless prior alternate arrangements have been made with the Organiser and agreed by the Organiser in writing) may have their site re-located, re-allocated or cancelled.

6.5 Exhibitors who have not completed full payment for their site fees will not be permitted to enter or set up at the specified venue. The Organiser reserves the right to legally recover the site fees from the Exhibitor.

7 Cancellation and Refund Policy

7.1 Any cancellation by Exhibitors or Sponsors must be advised to the Organiser in writing. Assessment of cancellation penalties will be done on the day that the written advice of cancellation is received by the Organiser. The Organiser reserves the right to re-sell the cancelled site. The initial deposit is 25% Non Refundable.

7.2 Cancellation penalties are:

1. Cancellations with 10 months notice 25% of the contract value
2. Cancellations with 6 months notice 50% of the contract value
3. Cancellations with 3 months notice 75% of the contract value
4. Cancellations with less than 3 months notice will be liable for the full contract amount.

(a) If an Exhibitor cancels within 30 days of an Event, (and failure to pay all moneys due to the Organiser by that time is deemed to effect a cancellation within 30 days prior to an Event), the full site fee plus a \$500.00 administration fee will be due and payable in full immediately. If the cancellation included display aids (carpet tiles, panelling, lighting, chairs, tables) this will also be charged to the Exhibitor. This is a liquidated debt claim for which the Organiser can sue, having reserved space, in reliance upon the Exhibitor's written commitment.

(b) If an Event is postponed (see clause 2.5 of the terms and conditions) all site fees paid to the Organiser will be transferred to the re-scheduled Event.

(c) If an Exhibitor cancels from the re-scheduled Event, the standard cancellation penalties apply (refer above) and are calculated from the re-scheduled dates of an Event.

7.3 Advertisers acknowledge and agree that all advertising within Event publications or marketing options are non-negotiable and non-refundable in the event that the Advertiser cancels their site space or activity with the Organiser.

7.4 Advertisers acknowledge and agree that all advertising arrangements made by the Organiser on behalf of the Advertiser, to which the Advertiser cancels the advertising and the Organiser is unable or unwilling to withdraw the advertising from the marketplace will be deemed as advertising requested and placed on behalf of the Advertiser and payment for such advertising will be required in full.

8 Breaches and Remedies

8.1 The Organiser reserves the right to cancel an Exhibitor, Advertiser or Sponsor's site space or activity in the event that the Organiser believes there to be a breach by the Exhibitor, Advertiser or Sponsor of their responsibilities under the site contract or activity. Any cancellation by the Organiser in this regard is deemed a formal cancellation under clause 7.2(d) and appropriate fees and charges will apply to the cancellation.

8.2 If the Organiser believes there to be a breach of the site contract or activity by the Exhibitor, Advertiser or Sponsor, the Organiser will give the Exhibitor, Advertiser or Sponsor reasonable time to remedy such breach, such reasonable time will be advised to the Exhibitor, Advertiser or Sponsor at

the time of the notification. In the event that the remedy sought by Organiser does not satisfy the Organiser as to the remedy of the breach by the Exhibitor, Advertiser or Sponsor, then clause 8.1 comes into effect and all penalties as outlined in clause 7.2(d) will apply.

8.3 The Organiser reserves the right to refuse entry to an Exhibitor or Sponsor at an Event where the Organiser believes that such entry may have a material or adverse effect on the Organiser, other Exhibitors, Sponsors and/or patrons of an Event. In the event that the Organiser does refuse entry to an Exhibitor or Sponsor, clause 7.2 will apply.

8.4 In all such cases of a breach, the Organiser has the right to on-sell site space of an Exhibitor or Sponsor without notice to such Exhibitor or Sponsor of such decision having been made by the Organiser.

9 Insurance Cover and Risk Assessment

9.1 The Exhibitor and Sponsor acknowledge that Event sites can be hazardous. Exhibitors and Sponsors are required to take due care and attention in order to prevent injury and property damage. The Organiser cannot be held responsible or liable for damage caused by the act or omission of an Exhibitor or Sponsor.

9.2 In the event of an incident or accident the Exhibitor and/or Sponsor is responsible for immediately notifying the site office located at an Event of such incident or accident and no items are to be removed from the site space without the prior approval of the Organiser.

9.3 Exhibitors and Sponsors are required to notify the Organiser's Site Office, located at an Event, and complete an Incident Report Form, in writing, to inform the Organiser of any site incident or accident and provide supporting evidence of such incident or accident.

9.4 It is an inherent obligation of the Exhibitor and Sponsor to provide proof of currency of public liability insurance in accordance with the date set out in the Event Information – Public Liability Certificate of Currency Due Date set out in these terms and conditions. The Exhibitor and/or Sponsor will ensure that such public liability insurance is to the value of \$20 million prior to allowing access to an Event. The Organiser recognises that Exhibitors and Sponsors securing site space at a number of Events will only need to provide Certificates of Currency of Insurance once yearly valid for the period of all Events to which the Exhibitor and/or Sponsor are attending.

9.5 Exhibitors and Sponsors acknowledge that in the event that they do not have individual cover for an Event, that the Organiser can arrange for public liability cover for the period of an Event on behalf of the Exhibitor or Sponsor at a cost to the Exhibitor or Sponsor. It is the

responsibility of the Exhibitor or Sponsor to request such cover from the Organiser no later than 30 days prior to the commencement date of an Event.

10 Privacy Policy

10.1 The Organiser is committed to the Privacy Amendment (Private Sector) Act 2000.

10.2 All personal information collected from Exhibitors, Advertisers and Sponsors is done so in a lawful manner.

10.3 The Organiser will only disclose certain information to third parties assisting the Organiser with Events, advertising or sponsorships on behalf of the Exhibitor, Advertiser or Sponsor.

11 General

11.1 The Organiser cannot be held liable for any loss or liability as a result of:

- (a) an act of God;
- (b) war or terrorism;
- (c) civil or military actions;
- (d) natural disasters;
- (e) strikes;
- (f) utility supply and equipment failure;
- (g) insufficient exhibitors or patron non-attendance;
- (h) Exhibitor sales at the event;
- (i) causes beyond the control of the Organiser.

11.2 In the event that any part of these terms and conditions are not legal or are deemed unenforceable, they are removed but all other terms and conditions will remain in full force and effect.

11.3 Any references to time within these terms and conditions means as soon as possible, unless otherwise stated.

11.4 These terms and conditions are governed by New South Wales laws and the jurisdiction of the New South Wales Courts.

On Point Events Pty Ltd

ABN: 54 615 999 883

PO Box 36

PENRITH, NSW 2751

Phone: (02) 9833 3913

Email: info@onpointevents.com.au

Website: www.onpointevents.com.au