

Sea Otter Australia
Exhibitor and Sponsor Terms and Conditions

1 The Contract

Definitions and Interpretation

1.1 Definitions

In this Contract:

Advertiser means a party who has entered into an activity with the Organiser to advertise or promote their products/services with the Organiser and includes its respective employees, agents and contractors;

Contract means this contract;

Claim means (as the context permits) a claim, notice, demand, action, proceeding, litigation, investigation, judgment, award, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or legislation and whether involving a third party or a party to this Contract or otherwise;

Event means an event or exposition promoted by the Organiser;

Event Information means the information set out in the schedule at the end of this Contract;

Exhibitor means a party who has entered into a site application or contract for site space at an Event and includes its respective employees, agents and contractors;

Force Majeure means an event beyond the control of the Organiser which prevents the Organiser from complying with its obligations under this Contract including, but not limited to an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, heavy rain and floods), war, hostilities (whether war be declared or not); invasion, act of foreign enemies, mobilisation, requisition, or embargo, rebellion, revolution, insurrection, or military or usurped power, or civil war, contamination, riot, commotion, strikes, go slows, lock outs or disorder, acts or threats of violence and terrorism;

General Event Information means Event information published by the Organiser which is attached to this Contract or provided to the Exhibitor, Advertiser or Sponsor;

Liability means all liabilities, losses (including economic loss), damages, costs, interest, fees, penalties, fines, assessments, forfeitures and expenses of whatever description (whether actual, contingent or prospective);

Organiser means Bicycle South Australia Inc ABN 65 508 272 584;

Services means the services supplied to the Event including electricity, gas, water, sewerage, telephone, air-conditioning, ventilation and air-ducting of any sort, heating, security, lifts, fire protection, lighting, grease-trap, plumbing and drainage, rubbish collection and removal, together with all plant and equipment relating to those services;

Sponsor means a party that has entered into a contract or activity with the Organiser to sponsor an Event or other activity with the Organiser and includes its respective employees, agents and contractors.

1.2 Interpretation

In this Contract the headings are used for convenience only and do not affect the interpretation of this Contract and unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (f) the word "person" includes a natural person and anybody or entity whether incorporated or not;
- (g) the word "month" means calendar month and the word "year" means 12 months;
- (h) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (i) a reference to a thing includes a part of that thing;
- (j) a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(k) wherever “include” or any form of that word is used, it must be construed as if it were followed by “(without being limited to)”;

(l) money amounts are stated in Australian currency unless otherwise specified; and

(m) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body which performs most closely the functions of the defunct body.

1.3 The signing of this Contract 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.

1.7 The Organiser reserves the right to cancel or postpone an Event due to Force Majeure. Where the Organiser does cancel or postpone an Event due to Force Majeure the Organiser, at the sole discretion of the Organiser may either:

(a) refund the Exhibitor, Advertiser or Sponsor the amount paid by the Exhibitor, Advertiser or Sponsor to the Organiser for the Event; or

(b) credit the Exhibitor, Advertiser or Sponsor the amount paid by the Exhibitor, Advertiser or Sponsor to the Organiser for the Event as rescheduled by the Organiser.

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.

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 Subject to clauses 3 and 9, 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 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.

2.6 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.

2.7 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.

2.8 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.

3 Release of Organiser

To the extent permitted by law, the Exhibitor, Advertiser or Sponsor releases the Organiser from any claim or Liability arising (directly or indirectly) from, or incurred in connection with any:

(a) movement, deletion or adding of site spaces at the Event;

(b) alteration or change in traffic flow of patrons and vehicle traffic at the Event;

(c) changes in patron and Exhibitor, Advertiser or Sponsor access passes to the Event;

- (d) acts and/ or omissions resulting in non-fulfilment of Sponsors Contracts provided the Organiser has used its best endeavours to fulfil the Sponsors Contract;
- (e) errors or omissions in advertising material for the Event;
- (f) Force Majeure;
- (g) damage, loss, injury or death to or of any person or property on or near the Event;
- (h) damage or loss to the Exhibitor, Advertiser or Sponsor in connection with the Event or its use or occupancy of the sites at the Event;
- (i) Services not being available or not working properly at the Event, except to the extent caused by the negligence of the Organiser.

4 Indemnity by Exhibitor, Advertiser or Sponsor

The Exhibitor, Advertiser or Sponsor indemnifies the Organiser against any Claim and Liability for which the Organiser is, or may be, or becomes liable in respect of or arising (directly or indirectly) from:

- (a) any damage, loss, injury or death to or of any person or property caused or contributed to by the Exhibitor, Advertiser or Sponsor;
- (b) any damage, loss, injury or death to or of any person or property caused by Force Majeure;
- (c) any breach of this Contract by the Exhibitor, Advertiser or Sponsor;
- (d) errors or omissions in advertising material for the Event;
- (e) the Exhibitor, Advertiser or Sponsor use of Services at the Event;
- (f) the Exhibitor, Advertiser or Sponsor occupation of sites at the Event;
- (g) the overflow, leakage or escape of water, gas, fire or any other substance into or from the Services and any other Exhibitor, Advertiser or Sponsor at the Event; and
- (h) the failure of the Exhibitor, Advertiser or Sponsor to notify the Organiser of any defect in the Services.

5 Exhibitor's Rights and Responsibilities

5.1 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.

5.2 Exhibitors are responsible to supply all equipment, tents and other material required to set up their exhibit, and are solely responsible to ensure that exhibits are set up in a secure and safe manner, and in compliance with all directions of the Organiser.

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

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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 Exhibitor is responsible for monitoring of their goods and space whilst the Expo site is open to the public. The Organiser provides 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 the Event.

5.9 The Exhibitor, Advertiser or Sponsor must not connect or otherwise interfere with the Services at the Event. 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.

5.10 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 are not permitted on site at a venue during set up and bump out times.

5.11 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.

5.12 All Exhibitors must have a current public liability insurance policy with cover of at least \$10 million (noting Bicycle South Australia Inc as an Interested Party) covering the period of an Event 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.

5.13 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.

5.14 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.

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

6 Advertiser's Rights and Responsibilities

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

7 Sponsor's Rights and Responsibilities

7.1 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.

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

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.

7.3 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.

7.4 The Sponsor guarantees the Organiser that it is proprietor or authorised licensee of trademarks and other identification used by the Sponsor. If there are any restrictions on the use of the Sponsor's trademarks or other identification then the Sponsor must inform the Organiser in writing of those restrictions on the date of this Contract.

8 Charges and Payments

8.1 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.

8.2 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.

8.3 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 reassign or cancel that booking without notice to the Exhibitor.

8.4 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.

8.5 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.

8.6 Exhibitors, Advertisers and Sponsors acknowledge that payments made by use of credit card facilities (Visa and MasterCard) will incur an additional surcharge fee as set out in the Tax Invoice provided to the Exhibitor, Advertiser or Sponsor.

9 Cancellation and Refund Policy

9.1 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.

9.2 Cancellation penalties are:

(a) 50% of any monies paid to the Organiser will be refunded if an Exhibitor or Sponsor cancels within the period set out under the Event Information – 50% Refund Effective Date set out in these terms and conditions.

(b) NO monies will be refunded if an Exhibitor cancels within the period set out under the Event Information – No Refund Effective Date set out in these terms and conditions.

(c) If an Exhibitor cancels within 14 days of an Event, (and failure to pay all moneys due to the Organiser by that time is deemed to effect a cancellation within 14 days prior to an Event), the full site fee plus a \$200.00 administration fee will be due and payable in full immediately. This is a liquidated debt claim for which the Organiser can sue, having reserved space, in reliance upon the Exhibitor's written commitment.

(d) 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.

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

9.4 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.

9.5 If the Event is cancelled due to Force Majeure, all Exhibitor, Sponsor and Advertiser Fees will be non-refundable. The Organiser may, in its sole discretion, issue refunds if it is reasonable the circumstances to do so.

10 Breaches and Remedies

10.1 The Organiser may terminate this Contract if an Exhibitor, Advertiser or Sponsor does not remedy a breach of Contract to the satisfaction of the Organiser within 24 hours of the Organiser giving notice to the Exhibitor, Advertiser or Sponsor of their breach of this Contract. Termination of this Contract is a termination of Contract under clause 9.2(d) and fees and charges are payable by the Exhibitor, Advertiser or Sponsor to the Organiser.

10.2 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 9.2(d) will apply.

10.3 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.

11 Insurance Cover and Risk Assessment

11.1 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.

11.2 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.

11.3 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.

11.4 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, Advertiser or Sponsor to request in writing such cover from the Organiser no later than 14 days prior to the commencement date of an Event.

12 Privacy Policy

12.1 The Organiser is committed to the Privacy Act 1988.

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

12.3 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.

13 General

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

13.2 Time is of the essence of this Contract.

13.3 These terms and conditions are governed by Australian Capital Territory (ACT) laws and the jurisdiction of the ACT Courts.