

ART FAIRS AUSTRALIA PTY LIMITED
SYDNEY CONTEMPORARY 2023

TERMS AND CONDITIONS OF PARTICIPATION

1. DEFINITIONS

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

"2024 Event Dates" means the dates in September 2024 at which SYDNEY CONTEMPORARY 2024 is to be held;

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

(a) the Postponement Period; or

(b) the 2024 Event Dates;

"Alternative Exhibition" means:

(a) the rescheduled SYDNEY CONTEMPORARY 2023 art fair that is organised by the Organiser during the Postponement Period; or

(b) where no SYDNEY CONTEMPORARY Exhibition is organised during the Postponement Period, the art fair, SYDNEY CONTEMPORARY 2024 that is organised by the Organiser to take place on the 2024 Event Dates;

"Applicant" means any company, organisation or individual who applies for a Space at the Exhibition through 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, SYDNEY CONTEMPORARY 2023, 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 September 2023 that are specified in the Exhibitor Application Form or the Alternative Dates for any Alternative Exhibition where clause 11.4 applies;

"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, as amended from time to time by the Organiser in its sole discretion, 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, pandemic 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 Art Fairs Australia Pty Limited and its successors and assigns;

"Passes" has the meaning set out in clause 6.7;

"Postponement Period" means the period commencing at the end of the original Exhibition Dates in September 2023 and ending on 31 March 2024.

"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 the contents of the Exhibitor Manual;

"Venue" means the Carriageworks, Sydney or (if applicable) any substitute venue for the Alternative Exhibition where clause 11.4 applies; and.

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

2. APPLICATION

2.1. In order to apply for a Space at the Exhibition, Applicants must submit an Exhibitor Application Form in compliance with the conditions stipulated within it.

2.2. The Organiser may, at its discretion, permit joint applications. 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.

2.3. 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 non-compliance by the Exhibitor with the relevant rules and contract terms at previous exhibitions.

2.4. 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 (digital and print) 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; and/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 approved, accepted and confirmed in writing 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. 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 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 base lending rate adopted by National Australia Bank 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 at any time and from time to time 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 Organiser reserves the right not to enter into discussions regarding Booth position and placement.

6.3. 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.

6.4. 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).

6.5. 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.

6.6. 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. Exhibitor Staff must be present during Exhibition opening times, as required by the Exhibitor Manual.

6.7. 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 of the Exhibitor. 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 6.7, the Organiser shall be entitled to withdraw some or all Passes.

6.8. 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.

6.9. The Exhibitor's Booth shall be set up 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 set up of the Booth.

6.10. The Organiser shall supply the Exhibitor a standardised Booth package in order to participate in the Exhibition with items included as follows:

6.10.1. at a minimum, 30% of the square metreage of the Exhibitor's Space will be supplied in linear metres of wall for the Booth construction. Walling supplied will be no less than 3.5m in height; and

6.10.2. at a minimum, the Exhibitor's Booth will be supplied with one standard package light per three linear metres of supplied walling.

6.11. 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.

6.12. The Exhibitor shall vacate the Space at the end of the period of the Exhibition, or otherwise in accordance with the Organiser's request, including complying with the Organiser's reasonable instructions in relation to removal of the Booth. 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.

6.13. The Venue is a heritage building and as such there are inconsistencies with the floor levels and the Organiser cannot guarantee the Booth floor and / or flooring will be completely level. If required, upon request, the Organiser can provide a photograph of the floor area in advance or arrange a site inspection with the Exhibitor.

7. EXHIBITOR'S OBLIGATIONS

7.1. The Exhibitor shall not supply from the Booth or elsewhere at the Exhibition:

7.1.1. any food and drink not provided by the Event Caterer 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 or other areas specifically agreed with the Organiser.

7.3. The Exhibitor shall observe and comply with the Exhibitor Manual at all times. Where the Exhibitor Manual is updated by the Organiser such changes shall take effect on the date specified by the Organiser when the changes are advised to the Exhibitor, or if no date is specified, three days following the changes being advised to the Exhibitor.

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.

- 7.5. The Exhibitor will focus on their presentation at the Exhibition and will not participate in any other art fairs in New South Wales at the same time as the Exhibition.
- 7.6. Artworks previously exhibited at an art fair will not be accepted into the Exhibition unless specific permission is sought and granted by the Organiser.
- 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.
- 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, illegal, against public policy or accepted societal norms 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 them by 6.00 p.m. on the day prior to the first day of the Exhibition, unless otherwise agreed with the Organiser. 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 Withdrawal 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 |
|--------------------------|----------------------------|
| Prior to 1 April 2023 | 50% of the Exhibition Fee |
| On or after 1 April 2023 | 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 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 and domestic travel including quarantine after arrival, border closures or similar restrictions are in place, or are likely to be in place, in Australia 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 Clauses 11.4 to 11.6 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 as a result of a Cancellation Event on or before the eighth day prior to the first scheduled day of the Exhibition:
- 11.4.1. it will advise the Exhibitor promptly of such cancellation of 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 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 Sydney 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 60 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. subject to clause 11.4.7 and 11.4.8, 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
- 11.4.7. if the Alternative Exhibition is or may be rescheduled to take place during the Postponement Period, any Exhibition Fee already paid by the Exhibitor shall constitute payment of the Exhibition Fee in respect of the Alternative Exhibition to be held during the Postponement Period and shall be held by the Organiser and applied in respect of that Alternative Exhibition; or,
- 11.4.8. if the Alternative Exhibition is unable to take place during the Postponement Period and is or may take place during the 2024 Event Dates instead:
- 11.4.8.1. the Exhibition Fee shall remain payable in respect of such Alternative Exhibition but the payment dates (other than in respect of any amount paid as the deposit) set out in the Exhibitor Application Form shall be extended by 12 months from the current payment dates;
- 11.4.8.2. if requested by the Exhibitor, any Exhibition Fee that has been paid to the Organiser by the Exhibitor at the time of cancellation that would not be due after adjustment of the payment dates under clause 11.4.8.1 will be paid back to the Exhibitor within 60 days of a refund request; and
- 11.4.8.3. notwithstanding any refund paid, the Exhibition Fee will remain payable on the adjusted payment dates under clause 11.4.8.1;
- 11.4.8.4. any Exhibition Fee already paid by the Exhibitor, but not refunded, shall constitute payment of the Exhibition Fee in respect of the Alternative Exhibition and shall be held by the Organiser and applied in respect of the relevant Alternative Exhibition;
- 11.4.9. if subsequently, there will not be an Alternative Exhibition for any reason:
- 11.4.9.1. the Organiser will promptly advise the Exhibitor that no Alternative Exhibition is available and any Exhibition Fee that was paid to the Organiser by the Exhibitor (and has not otherwise been refunded) will be reimbursed to the Exhibitor within the following 60 days;
- 11.4.9.2. these Terms and any obligations hereunder will terminate on the date the Organiser advises the Exhibitor
- that no Alternative Exhibition is available; and
- 11.4.9.3. 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.
- 11.4.10. the transfer of all rights and obligations to an Alternative Exhibition in accordance with clauses 11.4.2 or, where applicable the reimbursement of the Exhibition Fee in accordance with clause 11.4.9.1 shall be the Exhibitor's sole right and remedy and the Organiser shall have no other liability to the Exhibitor for such cancellation or rescheduling 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 retain 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 of the 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 Exhibit pursuant to this clause 11.5;
- 11.5.4. this agreement 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 any 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, artists, 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 Exhibition, 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 Organiser shall be permitted to sub-license its rights under clauses 15.1 and 15.2 above to its affiliates.
- 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 date these Terms come into force.
- 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 New South Wales.
- 18.2. Any dispute arising out of or in connection with these Terms, including non-contractual disputes and claims (each a "Dispute") must be submitted to the courts of New South Wales.
- 18.3. If the parties cannot resolve any Dispute by way of mediation for any reason, including, but not limited to, the failure of either party to agree any settlement proposed by the mediator, either party may commence litigation proceedings which shall be subject to the exclusive jurisdiction of the courts of New South Wales.

documents expressly referenced in these Terms), no changes to these Terms shall be valid unless in writing and signed on behalf of the authorised representatives of both parties.

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 Australia 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 goods and services tax, 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 from time to time ("**Privacy Policy**").

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 (including the Exhibitor Application Form and the Privacy Policy and any other documents expressly referenced in 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.

22.4. 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.

22.5. 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.

22.6. Except to the extent that the Organiser is permitted to make changes as expressly set out in these Terms (or any other