

# Exhibitor Terms and Conditions

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## WESTERN VICTORIAN CAREERS EXPO

### COVID-19

- 1.1. Stay home if unwell \*see 5.5 Cancellation.
- 1.2. Entry to the event venue is at your own risk.
- 1.3. Any person exhibiting signs of illness, cough or fever may be refused entry and/or asked to leave.
- 1.4. You must not attend the event if you have been directed to self-quarantine by government authorities.
- 1.5. In line with public health advice, although mask wearing is not a government-mandated requirement for indoor venues (*as at August 2022*), for your own health and safety and that of other attendees, we strongly recommend you wear a mask in all event areas. This is subject to change as per clause 1.6.
- 1.6. The Western Victorian Careers Expo will be delivered in accordance with public health mandates and/or public advice. Terms and conditions, procedures, and event details are subject to change as government mandates and/or advice change.
- 1.7. The Wimmera and Southern Mallee Careers Association's Western Victorian Careers Expo Committee reserve the right to change, cancel or amend any aspects of the expo based on a reasonable determination of safety.

### 2. Entry, Site and Event Changes

- 2.1. Entry to exhibit will be confirmed prior to the event in writing from the event organisers. Event organisers will provide the site number to you prior to attending.
- 2.2. Entry to exhibit is subject the acceptance of all terms and conditions outlined in this document and the provision of a completed safety plan two weeks prior to the event date.
- 2.3. Exhibitors who do not register nor have confirmation of registration will not be accommodated at the event.
- 2.4. Due to venue capacity limits, early access to registration will be available to exhibitors who attended the prior year's event.
- 2.5. Registrations will close as per the date on the website, or unless sold out prior.
- 2.6. Acceptance to exhibit is at the complete discretion of the event organiser. The process will take into consideration:
  - 2.6.1.1. Chronological order of registration received date;
  - 2.6.1.2. Industry/training under or over representation.
- 2.7. An exhibitor's site cannot be transferred, shared or on-sold to another organisation without the written acknowledgment of the event organisers.
- 2.8. The exhibitor agrees to staff and continuously keep the exhibitor's stand open throughout the duration of the event.
- 2.9. The Event Organiser reserves the right to amend the dates for holding the event, to close the event or vary its hours, as is necessary or required by law, and to the extent permitted by law, and will not be liable for any loss to the exhibitor arising from such a change. For example, but not limited to, printed material costs, travel, signage or wages. \*see 4.1 Cancellations.

- 2.10. The location of exhibitor sites is the sole discretion of the event organiser. The process will take into consideration:
  - 2.10.1. The type of business/organisation being represented;
  - 2.10.2. Other 'like' exhibitors;
  - 2.10.3. Flow of foot traffic;
  - 2.10.4. Size of site request;
  - 2.10.5. Safety.

### **3. Payment of Fees**

- 3.1. Upon booking confirming, event organisers will issue a tax invoice to the exhibitor for the site fee and any additional agreed fees such as catering. The exhibitor is given 28 days to pay. Failing to pay may result in the cancellation of site for the current and/or future events. Notification be in writing to the email address supplied during the registration period.
- 3.2. The exhibitor acknowledge that fee inclusions are set out in the online form for exhibitor registration.
- 3.3. Exhibitor registration under 'Try-A-Trade' no fee site must supply an interactive activity that is specifically designed to promote their industry to qualify. Being a trade industry representative does not qualify for a no fee space alone. Exhibitors who do not provide an interactive exhibit will be charged at the normal site fee for size with 28-day term for payment. Failing to pay may result in future registrations being denied.

### **4. Cancellation by Event Organiser**

- 4.1. Event organisers reserve the right to cancel or postpone the event at any time for any unforeseen reason including a Force Majeure Event. If this occurs:
  - 4.1.1. Event organisers will refund 100% of the event site fee to the exhibitor, or where practical to do so, credit the site fee for a future event date;
  - 4.1.2. Exhibitors acknowledge that the Event Organiser will not be liable for any loss to the exhibitor arising from cancellation or postponement. For example, but not limited to, cost association with printing material, travel, accommodation, signage or wages.
- 4.2. Event organisers reserved the right to cancel site bookings and refuse entry to exhibitors at any stage where the exhibitor has made a breach, or suspected breach, of the terms and conditions. If this occurs:
  - 4.2.1. Exhibitors acknowledge that event organisers will refund 100% of the site fees if the cancellation occurs 30 days or more before the event date;
  - 4.2.2. Exhibitors acknowledge that event organisers will refund 50% of the site fees if the cancellation occurs between 14-30 days before the event date;
  - 4.2.3. Exhibitors acknowledge the event organisers will not refund site fees if the cancellation occurs within 13 days of the event date;
  - 4.2.4. Exhibitors acknowledge that the event organisers will not be liable for any loss to the exhibitor arising from site cancellation. For example, but not limited to, cost association with printing material, travel, signage or wages.

## **5. Cancellation by Exhibitor**

- 5.1. Site cancellations must be received in writing to [admin@wimmeracareerexpo.com](mailto:admin@wimmeracareerexpo.com) at the earliest practical time.
- 5.2. Exhibitor cancellations received 30 days or more before the event date will receive a 100% site fee reimbursement.
- 5.3. Exhibitor cancellations received 14-30 days before the event date will receive a 50% site fee reimbursement unless event organisers resell the site and then a 100% site fee reimbursement will apply.
- 5.4. Exhibitor cancellations receive 7-13 days before the event date will receive a 25% site fee reimbursement. In the event of cancellation in this period, event organisers will attempt to resell the site at a reduced cost. The cancelled exhibitor will be reimbursed the site fee paid minus the difference. Exhibitors will receive a minimum 25% of site fee reimbursement.
- 5.5. In the event of site cancellation due to illness by the exhibitor, event organisers will reimburse 100% of the site fee. Event organisers reserve the right to ask for medical proof such as a medical practitioner letter.

## **6. Exhibitor Specific Marking**

Specific Western Victorian Careers Expo marketing is managed by third party Ace Radio. Ace Radio develop the Western Victorian Career Expo lift-out made available in 'The Weekly Advertiser' in the week prior to the event. The lift-out contains the site map, exhibitor list, sponsor information, editorials, and purchased advertising. Ace Radio also offer radio advertising and opportunities for digital content.

- 6.1. The exhibitor acknowledges that their business name, contact name, email and phone number will be supplied to Ace Radio unless the opt-out button is checked when completing the registration form. If the exhibitor does not check the box this means:
  - 6.1.1. A representative from Ace Radio will contact the exhibitor and provide marketing packages and options specifically designed for the event;
  - 6.1.2. Any agreement of purchase is made between the exhibitor and Ace Radio and excludes event organisers or the Wimmera and Southern Mallee Careers Association.
- 6.2. The exhibitor acknowledges that Ace Radio is a third party and any products, packages or agreements may be subject to terms and conditions provided by Ace Radio.
- 6.3. The Wimmera and Southern Mallee Career Association makes no warranty as to:
  - 6.3.1. The accuracy, truthfulness or completeness of the information provided;
  - 6.3.2. The reliability or security of the information transmitted.
- 6.4. The partnership with Ace Radio includes exclusive rights to the 'Western Victorian Careers Expo' lift-out including the site and venue maps which are also produced by Ace Radio and may be subject to copy right. Site and venue maps must not be published on any media platform (digital or print) without prior written consent from either the event organisers or Ace Radio.
- 6.5. The partnership does not overlay full exclusivity of the expo and exhibitors and event organiser are free to use any other media or marketing platforms with consideration to clause 6.4.

## **7. Exhibitor Site, Set-up & Equipment**

- 7.1. The exhibitor must not cause any obstruction to other exhibitors or public space at the venue, or modify their stand and/or floor, or set-up machinery or structures on their site without prior consultation with and approval from event organisers. This includes, but is not limited to, the installation of coffee machines, popcorn machines or other food preparation devices and equipment.
- 7.2. The exhibitor must ensure that its activities, furniture, promotional material and signage do not interfere with the good order and safety of the event or with any other exhibitor. Furniture and promotional material must be contained within the space allocated to the exhibitor. Aisles and public spaces must be kept clear. The event organisers and security reserve the right to take the appropriate action to enforce this requirement including, but not limited to, the removal of any signage, furniture or promotional materials. The event organisers have no liability for loss or damage of removed items.
- 7.3. The exhibitor is responsible for the safety and security of its products and stand. Goods left unattended or unsupervised are at the exhibitor's own risk.
- 7.4. Exhibitors will be provided with bump in and bump out details 14 days prior to the event. This information will include times, access points, machinery and vehicle movement, and general safety procedures. It is the responsibility of the exhibitor to read, understand and adhere to the information provided. Special requests should be made to the event organisers in writing.
- 7.5. All portable electrical equipment, appliances and leads used on site must be tested and tagged in accordance with the Occupational Safety and Health Regulations 1996 and Australian Standards 3760-2000 prior to entering the venue. Any untested and tagged electrical equipment found on premises must be immediately removed. Event organisers and security reserve the right to enforce this rule as a matter of safety. Whether tested and tagged or not, event organisers reserve the right to demand removal from site of any electrical equipment it deems to be non-compliant or suspect.
- 7.6. All raised floors, steps and ramps must comply with the relevant sections of the Building Code of Australia and applicable OHS requirements. Disabled access to the stand must be provided.
- 7.7. All flooring covers such as rollout carpet, carpet tiles, and rugs must be taped down and not pose a tripping hazard.
- 7.8. It is the responsibility of the exhibitor to leave the site space clean and tidy. The event organisers reserve the right to charge an additional fee of \$50 to the exhibitor for cleaning and \$100 for the removal of items left behind. Event organisers provide bins and recycling areas.

## **8. Seminars**

- 8.1. The exhibitor may request that the event organisers allocate a seminar at a particular time on the seminar schedule, however accepts that times are subject to availability and the event organisers' discretion.

## **9. General Event Conditions**

- 9.1. Persons gaining unauthorised access to the event or the event facility may be liable for prosecution.
- 9.2. Any persons accompanying minors at the event are responsible for the care and supervision of those minors at all times. Unaccompanied minors will not be admitted to the event.
- 9.3. Smoking is not permitted at the event venue/site or within 10 metres of the event/site entrance, or as governed by the event venue.

- 9.4. Alcohol and other [illicit] drugs are not permitted at the event or within the event venue. Any person suspected of possessing, using, being under the influence of or selling alcohol and/or illicit substance within the event will be ejected from the venue and reported to Victoria Police.
- 9.5. Under no circumstances are any chemicals or dangerous goods permitted at the event or within the event venue. This includes flame, explosive materials, fuel (except fuels stored in fuel tanks on vehicles and equipment approved for display), ammunition, firearm, acetylene gas, pressure tanks, volatile and dangerous oils, compounds, or flammable liquids or substances. It is the exhibitor's responsibility to ensure that any items it brings into the event venue are not hazardous and should consult with event organiser if unsure.
- 9.6. Anti-social behaviour will not be tolerated during the organisation and running of the event. Any persons exhibiting anti-social behaviour as determined by event organisers and/or security will be ejected.
- 9.7. Weapons of any kind or any other items determine by the event organisers to be a risk of injury or public nuisance are not permitted at the event or in the venue.
- 9.8. The event organisers and/or security reserve the right to ask you to present bags, boxes or parcels for inspection.
- 9.9. No Segway, bikes, skateboards, personal transportation devices or other bike-like devices are to be used within the event venue without prior approval of event organisers. This excludes motorised wheelchairs and mobility scooters for people with a disability and/or elderly persons.
- 9.10. Animals are not permitted within the event venue without the prior approval of the event organiser. This excludes registered guide, hearing or assistance dogs. If special approval is requested, exhibitors will be required to sign additional terms and conditions outlining the expected care, enclosure, supervision and interaction with/of animals. Event organisers reserve the right to deny requests for any reason.
- 9.11. Exhibitors wishing to prepare and/or distribute food or beverage items from their site must seek approval from event organisers at least 30 days prior to the event. Event organisers will take no responsibility for allergic reactions, sickness, injury or death resulting from any food or beverages distributed by exhibitors to attendees. Exhibitors must provide risk mitigation information in their safety plan.
- 9.12. The operation or use of machinery or equipment that is likely to be hazardous to the health and safety of any person is prohibited. Machinery that meets the approval of event organisers must be appropriately fitted with guards, fences, locks etc. to ensure a safe environment to all. Signage alone is not an acceptable method of protection. Exhibitors must provide risk mitigation information in their safety plan.
- 9.13. Flame candles, incense sticks and sparklers are prohibited inside the venues without the written consent from event organisers.
- 9.14. Amusement and other entertainment devices as described under the Australian Standard 3533 are prohibited without the written consent from event organisers.
- 9.15. Except due to the event organiser's negligence or as expressly provided in these terms and conditions, the organiser will not be liable for any injury, loss or damage suffered by you in connection with the event and the event venue, including liability for injury, loss or damage caused by the organiser or its employees, contractors or agents.
- 9.16. In the event that any additional provisions are implied into these terms and conditions by the Competition and Consumer Act 2010, or any other law or regulation in force throughout Australia from time to time, to the extent permitted by law, the event organiser's liability will be limited to the remedies required of the event organiser under the application law or regulation.
- 9.17. Exhibitors shall comply with all State and Commonwealth legal requirements as well as any rules of the venue.

## **10. Photography**

The Western Victorian Careers Expo is on private property and restrictions on photography apply to any persons attending the event. Please note that a person's image can constitute 'personal information' under the Privacy Act 1988. The imposed photography and recording restrictions form part of the Wimmera and Southern Mallee Careers Association's Childsafe policy.

- 10.1. Photography and/or video equipment, drones or other recording devices are not to be used within the venue or event site without written consent from event organisers.
- 10.2. Photographs depicting large crowds and those photos with unidentified persons in the background are prohibited. Blurring and other editing methods that de-identify persons with no consent are allowable. Photos and film of this nature will be arranged by event organisers and shared with exhibitors for promotional purposes.
- 10.3. Any child under the age of 12 are not to be photographed or filmed by exhibitors without written consent from a parent/guardian or an authorised supervisor such as a teacher.
- 10.4. Children who exhibitors deem to be 'mature minors' are not to be photographed or filmed by exhibitors without providing informed written consent. Generally, a child under the age of 18 years is assessed as being a 'mature minor' if they fully comprehend the nature, consequences and risks of the proposed action, irrespective of the presence or absence of parental consent.
- 10.5. Exhibitors who do not wish to be photographed or filmed should not provide consent on the registration form for event organisers and not signed written consent for other organisations at the event.
- 10.6. Photographs taken at the event by the event organisers and/or representative may be used for promotional purposes including on social media platforms and visual mediums.

## **11. Privacy**

- 11.1. The Wimmera and Southern Mallee Career Association's Western Victorian Careers Expo committee privacy statement can be found on the website.
- 11.2. The privacy statement provided is governed by the laws of Victoria, Australia.

## **12. Insurance**

- 12.1. The exhibitor shall affect public liability insurance of at least \$10 million for the exhibitor's site covering loss from public risk, fire and theft with the organiser's interest under this clause noted on the policy, and the exhibitor will produce the certificate of currency and the policy relating thereto on demand from event organisers.

## **13. Limitation of liability and indemnity**

- 13.1. To the maximum extent permitted by law, but subject to any negligent act or omission of the organisers, the exhibitor releases the organiser from any liability (whether directly or indirectly) out of or in connection with;
  - 13.1.1. Any loss or damage (including any consequential loss) to the exhibitor arising out of the exhibitor's participation in the event;
  - 13.1.2. The exhibitor's use of third party providers specified in the terms and conditions
  - 13.1.3. Any unauthorised use or access to personal information, included but not limited to any hacking or security breach; or
  - 13.1.4. A Force Majeure Event.

- 13.2. Subject to any negligent act or omission of the event organisers, the exhibitor indemnifies and holds harmless the organisers from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on an indemnity basis) incurred by the organisers arising out of or in connection with (but not limited to):
- 13.2.1. Any breach of these terms and conditions by the exhibitor;
  - 13.2.2. The exhibitor's attendance at the event;
  - 13.2.3. The exhibitor's use of the Information;
  - 13.2.4. Any loss or damage the event organisers suffer due to any act or omission of the exhibitor;
  - 13.2.5. Any damage, loss, injury or death to or of a person or property due to negligent act or omission of the exhibitor;
  - 13.2.6. Any damage to the event venue;
  - 13.2.7. Any loss or damage the organiser suffers due to any negligent act or omission of the exhibitor.

#### **14. Governing Law**

- 14.1. These terms and conditions are governed by the laws of Victoria, Australia. The parties hereby submit to the non-exclusive jurisdiction of the Courts of the state of Victoria, Australia.

#### **15. Changes to Terms and Conditions**

- 15.1. The organiser reserves the right to amend the terms and conditions from time to time. Any necessary amendments made after exhibitor agreement during registration will be sent in writing to the exhibitor using the email address provided on the registration form. If the exhibitor does not agree to the alterations, the organiser and exhibitor agree to terminate the site booking with site fees fully refunded. The event organisers will not be liable for any loss to the exhibitor arising from site cancellation. For example, but not limited to, cost associated with printing material, travel, signage or wages.
- 15.2. If a provision (or part of it) of these terms and conditions is held to be unenforceable or invalid, then to the extent possible the provision will be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by the application of law.