

## **EVENTS TERMS AND CONDITIONS**

**1.** Only participants who have received an acceptance of their booking from the organisers (Social Impact Institute Pty Ltd) and have paid in full by the invoice due date may exhibit at the expo(s) for which they have made an application.

2. The participant shall comply with all relevant Work Health & Safety legislation affecting your participation at the expo.

**3.** The participant is required to provide the organiser with current certificates for the required insurances listed in this agreement at the time they finalise their booking. The organiser has the right to reject the insurance on the grounds it does not meet the obligations contained herein or because the insurer is not acceptable to the organiser.

**4.** The participant must have current public and product (if applicable) liability insurance cover with a limit of liability of no less than ten million dollars during all the dates of the nominated event for which they have made an application (event dates can be found in the relevant Expo Manual), including the day of move-in.

**5.** The participant shall take out all risk's property insurance for all of its assets located at the site. The participant indemnifies and will indemnify the organiser, its agents, servants, contractors and employees from all actions, claims, demands, losses, damages, costs and expenses arising from the participant's use of the site, including but not limited to the foregoing against any loss, damage or injury from any cause whatsoever to the property or person caused or contributed to by the use of the site by the participant or any servant, agent or other person duly authorised by the participant whether such loss, damage or injury occurs on the site or not and whether caused by any act, omission, neglect, breach or default of the participant or any other person.

**6.** The organiser reserves the right to cancel this booking agreement and retain any money paid or to recover any money not paid in relation thereto if there is in the opinion of the organiser any infringement of any of the terms and conditions in this agreement or if the exhibitor does not occupy its space at the commencement of and during the full period of the Expo.

**7.** The organiser reserves the right to refuse applications to ensure that organisations are suitable for the Expo and that there is a variety of exhibitor's present.

**8.** All property and equipment of the participant that is brought onto the nominated Expo site is at the risk of the participant and the participant hereby agrees to indemnify the organiser against any and all actions, claims, demands, losses, damages, costs or expenses in relation to any loss, damage, accident, claims or injury caused by such equipment and property whether to the organiser or third parties, however occasioned.

**9.** The organiser reserves the right to alter booth allocations at its discretion and will notify any exhibitors involved in these changes and accommodate them with a new location.

**10.** Payment for your booth or sponsorship at your nominated Expo is expected by the due date on the invoice unless an extension has been approved by the organiser (Social Impact Institute Pty Ltd). Booths will not be guaranteed or allocated until payment is made in full. See section 18 for further information relating to cancellation. It is a requirement that invoices for Early Bird Booths are paid by the due date, otherwise the invoice will be cancelled and reissued at the full rate.

**11.** If a payment remittance is not issued via email within 48 hours of an overdue notice sent out by the organisers (Social Impact Institute Pty Ltd) we reserve the right to cancel the booking. See section 18 for further information relating to cancellation.

**12.** The organiser shall be responsible only for the provision of the services specified on the application form and does not warrant to provide any other services.

**13.** To comply with the Work, Health and Safety Act the participant is responsible for the creation and maintenance of a safe environment for both their workers and visitors including the use of only safe and correct lifting procedures during booth setup, the safe and correct use of mechanical items or products and electrical equipment such extension leads and power boards.

14. All extension cords and power boards must be safety tagged and taped down where practical.

**15.** Participant's, equipment and products must be occupied within the booth area only. If any personnel, equipment or products are deemed by the organisers to be obstructing the walkways, you will be asked to move them or have them removed permanently if this is not possible.

**16.** The participants booths must be manned during both days of the expo with at least 2 people. Should you need to leave the booth you must notify the organiser immediately.



**17.** The supply and sale of any food and beverages to the public by exhibitors may only be permitted with prior approval from both the venue and the organisers (Social Impact Institute Pty Ltd) in accordance with the venue's guidelines, the nominated Exhibitor Manual and relevant health & safety regulations in the state and local government area. Exhibitors must adhere to strict conditions and guidelines. Exhibitors will only be permitted to serve food and beverages once all permits and approvals are obtained by the exhibitor and submitted to the organisers for review, as highlighted in the relevant nominated Expo Exhibitor Manual. This includes confectionery items, and their distribution at the nominated Expo must follow the same approvals process and meet all guidelines outlined in the nominated Expo Operations Manual. Permission from parents or carers is required before handing out any confectionery items to minors. The organiser (Social Impact Institute Pty Ltd) takes no responsibility for allergic reactions, sickness, permanent injury or death resulting from confectionery, food or beverages distributed by exhibitors to attendees.

**18.** All cancellations must be submitted formally via email. The specific dates relating to cancellation fees can be found in nominated Expo Exhibitor Manual. All cancellations prior to 2 months before the Expo date will incur a cancellation fee of 50% of the total cost of the booking fee. If an immediate replacement can be confirmed by the organisers (Social Impact Institute Pty Ltd), then an admin fee of \$150.00+GST will be deducted from the refund. In the event of a cancellation within two months of the nominated Expo, no refund applies and 100% of the booking fee will be forfeited. It is the responsibility of the Exhibitor to review this information and if unclear, contact the organiser to seek clarification.

**19.** Exhibitor set-up and dismantling times are as indicated in the nominated Expo Exhibitor Manual and must be strictly adhered to. All vehicles must move-in according to their allocated booking time and information provided in the nominated Expo Exhibitor Manual due to strict access restrictions. Move-in after 8.00am on the day of the Expo is strictly not permitted. Exhibitors are not permitted to leave or pack up their booth prior to the nominated Expo closing time and the move-out time listed in the Expo Exhibitor Manual. No trolleys are permitted on the floor of the nominated Expo until the advertised closing time.

**20.** It is the requirement of the participant to leave the site rubbish free and in good, clean condition. All sites, booths and hire equipment is be left in its original condition at the end of the nominated Expo or excess charges may apply.

**21.** Social Impact Institute reserves the right to use any photograph/video taken at any event held by Social Impact Institute, without the expressed written permission of those included within the photograph/video. Social Impact Institute may use the photograph/video in publications or other media material produced, used or contracted by Social Impact Institute including but not limited to: brochures, books, magazines, websites, social media. By participating in a Social Impact Institute event or by failing to notify in writing your desire to not have your photograph used, you are agreeing to release, defend, hold harmless and indemnify Social Impact Institute from any and all claims involving the use of your picture or likeness. To ensure privacy, images will not be identified using full names or personal identifying information without written approval from the photographed subject. A person who does not wish to have their image recorded should notify the photographer and contact info@socialimpact.institute in writing. Any person/organisation not affiliated with Social Impact Institute may not use, copy, alter or modify Social Impact Institute photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized person from Social Impact Institute Pty Ltd.

**22.** Exhibitors are permitted to take photographs and videography within their booth space to promote their organisation and presence at the Expo. Exhibitors are not permitted to interview members of the public, staff, volunteers, other exhibitors or performers outside their booth without permission of the organiser (Social Impact Institute Pty Ltd). Where videography or photography is taken of a specific individual or group, written permission must be sought from that individual or group prior to publication. Records of permission must be kept by the exhibitor and a copy given to the organisers. Where photography or videography is used in conjunction with the Expo branding, to promote the exhibitor or the Expo, written permission must be sought from the organiser prior to publishing.

**23**. To the maximum extent permitted by law, neither party will have any liability to the other for fines, penalties, taxes (except GST) and any exemplary, aggravated or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of business, loss of revenue, loss of contract, loss of production, lost opportunity costs), legal costs and expenses (except reasonable legal costs awarded by a court) except where such losses are covered by an insurance policy held by the party.

**24.** The participant must comply with all guidelines as set out in the relevant Expo Manual.