

ARNOLD CLASSIC AUSTRALIA EXHIBITOR TERMS AND CONDITIONS

1 Definitions:

- 1.1 "The Authorities" include the Commonwealth of Australia, the State Government of Victoria, the local authorities of that State, the lessor, or operator of the Exhibition Venue.
- 1.2 "The Booking Agreement" means the form attached to these terms and conditions, outlining the agreed space details.
- 1.3 "The Bump-In" is the date and time specified by the Organiser for the Exhibitor to set up displays prior to the opening of the Exhibition.
- 1.4 "The Bump-Out" is the date and time specified by the Organiser for the Exhibitor to dismantle and remove displays following the conclusion of the Exhibition.
- 1.5 "The Contract" is the contract referred to in clause 2.4.
- 1.6 "The Contract Fee" means the total cost of the Space detailed in the Booking Agreement.
- 1.7 "The Deposit" means the initial portion of the Contract Fee detailed in the Booking Agreement.
- 1.8 "The Exhibition" is the Exhibition detailed in the Prospectus.
- 1.9 "The Exhibition Venue" is the place where the Exhibition will be held, detailed in the Prospectus & Booking Agreement.
- 1.10 "The Exhibitor" is the applicant whose details are set out in the Booking Agreement, a reference to an Exhibitor includes all reference to all of its officers, employees, agents or contractors.
- 1.11 "The Exhibitor Welcome Pack" means the document relating to the Exhibition, supplied by the Organiser to the Exhibitor as indicated within this contract or which will, in any event, be made available to the Exhibitor either in hard copy or on-line at least 3 months prior to the Exhibition and includes all amendments to or revisions of that manual made by the Organiser from time to time during the term of this Contract.
- 1.12 "The Insurance" is the fee for public risk/product liability insurance.
- 1.13 "The Organiser" is Arnold Classic Australia Pty Ltd, AKA Arnold Classic Australia.
- 1.14 "The Prospectus" is the document outlining the proposed Exhibition.
- 1.15 "The Rules & Regulations" means the rules and regulations contained within The Exhibitor Welcome Pack which forms part of the Contract.
- 1.16 "The Space" means the Space within the Exhibition Venue detailed in the Booking Agreement under 'Stand Information.'

2. Booth / Stand Space

- 2.1 The Organiser grants to the Exhibitor, permission to use the Space to participate in the Exhibition. Granting of this permission does not constitute the grant of a right of tenancy.
- 2.2 The Organiser reserves the right to alter the floor plan and configuration of any booth and shall only make an adjustment to the Contract Fee if the overall size of the Space is reduced.
- 2.3 An Exhibitor wishing to reduce its space must make a request in writing to the Organiser and if the request is received by the Organiser:
 - (1) 60 days or more prior to the commencement of the Exhibition and it is approved, the Organiser may, in its absolute discretion, reduce the Contract Fee by 70% of that part of the Contract Fee that relates to the Space reduced; or
 - (2) less than 60 days prior to the commencement of the Exhibition and it is approved, the full Contract Fee is payable, unless otherwise reduced by the Organiser, in its absolute discretion.

3. Exhibits

- 3.1 All exhibits must be directly related to the Exhibition profile and all products shown on the Exhibitor's stand must be those that the Exhibitor or related companies nominated as their category at the time of signing the Booking Agreement.

4. Conduct and Canvassing

- 4.1 Exhibitors must at all times act responsibly and must not, by their actions, cause a nuisance to other Exhibitors or act in a manner that could damage the reputation of the Exhibition of the Organiser or adversely impact the running of the Exhibition.
- 4.2 Exhibitors must not canvass or distribute promotional material other than from their own stand.

5. Subletting

- 5.1 Exhibitors may not sub-license their Space or assign rights or obligations without the written permission of the Organiser.

6. Terms of payment

- 6.1 50% Deposit, the Organiser will issue a tax invoice to the Exhibitor for the Deposit which shall be payable by the Exhibitor to the Organiser by the date specified within the Booking Agreement. In the event that the Exhibitor breaches this Contract, the Deposit shall be forfeited and taken into account in calculating
- 6.2 50% Balance, the Organiser will issue a tax invoice to the Exhibitor for the balance of the Contract Fee which shall be payable by the Exhibitor to the Organiser by the date specified within the Booking Agreement.
- 6.3 The Exhibitor is responsible for settling all accounts for expenses incurred by it, its agents, employees or contractors in connection with the Exhibition and must discharge such liabilities immediately upon request by the Organiser.

7. Termination

- 7.1 The Exhibitor acknowledges and agrees that clauses 3, 5, 6, 7 and 8 - 17 are essential terms of this Contract and if the Exhibitor fails to comply with any of them, the Organiser may terminate this Contract by giving 3 business days' written notice to the Exhibitor.
- 7.2 The Organiser may terminate this Contract:
 - (1) without cause prior to the commencement of the Exhibition upon giving one month's notice to the Exhibitor; or
 - (2) if the Exhibitor or any of its officers becomes involved in the subject of publicity relating directly to the subject matter of the Exhibition, which may, in the opinion of the Organiser, have a negative impact on the reputation or success of the Exhibition.

8. Withdrawal by Exhibitor

- 8.1 If the Exhibitor fails to make the payments prescribed in clause 7, or fails to occupy all or part of the Space, the Organiser reserves the right to re-let the Space to another applicant and to recover damages in the form of withdrawal fees as detailed in clause 8.
- 8.2 If the Exhibitor withdraws from the Exhibition it will forfeit the Deposit.
- 8.3 Exhibitors withdrawing from the Exhibition on a date later than 60 days prior to the date of commencement of the Exhibition the Exhibitor will be liable to pay to the Organiser an amount equal to 100% of the Contract Fee.
- 8.4 By signing the Booking Agreement the Exhibitor acknowledges that these amounts are reasonable pre-estimates of the typical loss which would be incurred by the Organiser arising from the Exhibitor's withdrawal from the Exhibition or breach of contract during these periods.
- 8.5 If the Exhibitor wishes to withdraw from the Exhibition it must send written notice of the same to the Organiser.
- 8.6 For the purpose of Clause 8 an Exhibitor will be taken to have withdrawn from the Exhibition if:
 - (1) the Exhibitor indicates to the Organiser that it may not participate in the Exhibition;
 - (2) the Organiser requests the Exhibitor to confirm its participation in accordance with this Contract in writing or by email and the Organiser has not received that confirmation within 3 business days after requesting it.
- 8.7 Amounts payable pursuant to clause 8.2, 3 & 4 on withdrawal by the Exhibitor must be paid to the Organiser irrespective of whether the Organiser incurs a loss as a result of the Exhibitor's withdrawal.
- 8.8 Any amounts owing due to the Exhibitor withdrawing must be paid to the Organiser within 7 days of the withdrawal.

9. Compliance with regulations

- 9.1 The Exhibitor agrees that any party with which it participates in the Exhibition as part of a group stand complies with all applicable laws, any rules and

regulations imposed by the Authorities and with the terms and conditions of this Contract.

9.2 If the Exhibitor fails to comply with any of the aforementioned, the Organiser may remove or alter all or any part of the Space or of the Exhibition in order to rectify the failure to comply, in which case the Organiser will not be liable for any loss or damage whatsoever sustained by the Exhibitor as a result.

10. Stand limits

- 10.1 No part of the stand or any display may extend or project beyond the allotted dimensions of the Space. Stands must not exceed a maximum height of 2.4 metres without the permission of the Organiser.
- 10.2 No items may project from the stands into the aisles.
- 10.3 Plans of all custom stands must be supplied by the Exhibitor to the Organiser to be approved by the relevant Parties/Authorities.

11. Booth Shell Schemes

- 11.1 Booth Shell Schemes will be provided with walls, carpet, lighting and a fascia panel with the Exhibitor's names and stand number as confirmed by the Exhibitor to the Organiser by the Date indicated in the Exhibitor Welcome Pack.
- 11.2 Booth Shell Schemes may not be altered in any way unless approved by the Organiser.
- 11.3 Booth Shell Scheme fascia panels cannot be removed, covered or amended.

12. Space Only Bookings

- 12.1 Space only bookings for Custom Stands are supplied with space and carpet only.
- 12.2 Exhibitors booking space only sites to build custom stands are responsible for the construction of their exhibition stand including the walls of adjoining stands or the perimeter walls of the Exhibition Venue, as well as any other utilities required (i.e. power).
- 12.3 Booth Shell Scheme to Custom Stand Sites
Exhibitors wishing to change from a booth shell scheme stand to space only site must seek the approval of the Organiser to ensure the latter option is available in the Space. If approval is granted then the Exhibitor must enter into a new contract with the Organiser.

13. Safety, fire, health and other laws

- 13.1 All fire, health, safety and other laws, rules and regulations imposed by the Organiser (including the Rules & Regulations and the Organiser's Occupational Health & Safety policy) or the Authorities must be strictly observed by the Exhibitor. All rules, regulations and policies are available upon request from the Organiser.

14. Insurance

- 14.1 Insurance is compulsory for all Exhibitors.
- 14.2 The Exhibitor must confirm with the Organiser that the Exhibitor holds its own public liability and indemnity insurance covering liabilities up to \$10 million for the period from the beginning of the Bump-In to the last day of Bump-Out and provides a current certificate of insurance by the date indicated.
- 14.3 Whilst we provide 24 hour security, the exhibitor remains responsible for all items including stock, booth inclusions, furniture, fixtures and fittings within their allocated space.
We strongly advise that the exhibitors current insurance includes these liabilities from and including Bump-In to Bump-Out date. Such insurance cover must insure the Exhibitor against any loss as a result of any action or claim arising out of any act or default by the Exhibitor. If requested by the Organiser, the Exhibitor must provide the Organiser with the certificates of insurance confirming that the policies have been affected.

15. Exclusion of liability

- 15.1 The Organiser gives no warranty and makes no representation that the Exhibition will attract any or any minimum number of visitors or will achieve any or any particular outcome for the Exhibitor, as to the completeness or accuracy of all the information provided by the Organiser.
- 15.2 The Organiser is not liable to the Exhibitor for any loss arising out of any restrictions of conditions which prevent the construction, erection, completion, alteration or dismantling of any stands or for the entry, sighting or removal of exhibits, or from the failure of any services normally provided at the Exhibition Venue, or for the amendment or alteration to all or any part of the Rules & Regulations or imposed by any of the authorities caused by circumstances not under the Organiser's control.
- 15.3 In no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of loss or damage to the Exhibitor, direct or consequential arising from the prevention, cancellation, postponement, abandonment or part-time opening or relocation of the Exhibition either wholly or in part if for any reason beyond the Organiser's control the Exhibition facility becomes wholly or partially unavailable for the holding of the Exhibition. In such an event, the Organiser shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organiser considers reasonable. If, in the opinion of the Organiser, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building or in any other reasonable manner the Exhibition can be carried on, this Contract shall be binding upon the parties, except as to the size and position of the Space, which the Organiser may modify as it deems necessary under the circumstance.
- 15.4 The Organiser assumes no risk and the Exhibitor releases the Organiser from liability for loss or damage to persons or goods.
- 15.5 Without limiting the preceding clause, in no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of loss or damage to the Exhibitor's property occasioned by theft, fire, accidental loss or damage, other insurable event or otherwise.
- 15.6 The liability of the Organiser to the Exhibitor for all claims relating to the Exhibition or this Contract (including in relation to a termination pursuant to clause 8), in contract, tort or otherwise, shall not exceed the amount of the Contract Fee actually paid to the Organiser by the Exhibitor in connection with the Booking Proposal. In no event shall the Organiser be liable to the Exhibitor for any consequential, indirect, special or incidental damages, even if the Organiser has been advised of the possibility of that potential loss or damage.

16. GST

- 16.1 Except where express provision is made to the contrary, and subject to this clause, any amount that may be payable under the Contract is exclusive of any GST. If a party makes a taxable supply in connection with this Contract for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

17. Acknowledgement

- 17.1 The Exhibitor acknowledges that it has made an independent evaluation of the terms and conditions of this Contract and all information provided to it by the Organiser in relation to the Exhibition and that it has verified or will verify all information upon which it intends to rely to its own satisfaction.

18. Privacy Act

- 18.1 It is a condition of participation in the Exhibition that the Exhibitor's contact details may be forwarded to approved service providers appointed by the Organiser.
Go to www.arnoldclassic.com.au for further information on the Organiser's Privacy Statement.

19. Severability

- 19.1 If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

20. Governing laws

- 20.1 The laws of the State of Victoria will apply to this Contract and any dispute or court proceedings must be heard in the State of Victoria.