

Organiser's liability under or in relation to this Event Contract, the Company's participation in the Event, the performance of this Event Contract or any activity contemplated by this Event Contract, whether for breach of contract, tort (including without limitation negligence) or under any statute or otherwise.

## EVENT CONTRACT

- A. Royal National Capital Agricultural Society (RNCAS) an organisation under the laws of Australia, with Australian Business Number 12 008 514 912 (the "Organiser") is conducting The Royal Canberra Show (the "Event").
- B. The person or company identified as the company (the "Company") wishes to participate in the Event and has applied to the Organiser for the right to occupy space.
- C. Upon acceptance of the Company's application by the Organiser, a binding contract is made between the Organiser and the Company on the date of acceptance of the application on the terms and conditions set out below.

## TERMS AND CONDITIONS

1. The Company must pay to the Organiser the total amount set out in accordance with the agreed payment schedule. If any payment is not made by the Company in accordance with the agreed payment schedule, the Organiser may, in its absolute discretion, terminate this Contract and resell or otherwise use the space allocated to the Company. In such circumstances:
  - 1.1. the Company shall forfeit the 50% site deposit paid to reimburse the Organiser's costs and expenses arising directly or indirectly as a result of such failure to pay;
2. If the Company wishes to cancel its participation in the Event written notice must be given to the Organiser. In the event of such cancellation:
  - 2.1. If written cancellation is received prior to 30 November 2019 the Company shall pay a cancellation fee being 50% of total site fee, including GST.
  - 2.2. If written cancellation is received after 30 November 2019, the Company will forfeit all monies paid, being total site value as outline in contract.
3. The Organiser honours refunds only in accordance with the cancellation terms outlined in this contract (2). Any refund requests by the Company outside of these terms will not be honoured by the Organiser.
4. The Company must use the Company's space only for the display and promotion of goods and services that relate to the Company and the subject matter of the Event. All products and display material must be contained within the Company's space.
5. The Company must comply with all requirements and procedures described or referred to in the Exhibitor Information Manual issued by the Organiser prior to the holding of the Event, and all directions or instructions issued by the Organiser in relation to the Event or the performance of this Event Contract.
6. The Company must not damage the Event venue that is occupied by the Company's space.
7. The Company must comply with all laws applicable to the holding of the Event, including all rules and regulations stipulated by the Event venue and any other regulatory body that exercises control over the Event.
8. The Company must keep clean and tidy the space allocated to the Company to the satisfaction of the Organiser.
9. No lottery, raffle, guessing game, game of chance or side-show shall be conducted by the Company in its allocated space without the prior consent of the Organiser.
10. The Company must not make use of any microphone, sound amplification or musical instrument without the prior consent of the Organiser.
11. No electrical work may be undertaken by or on behalf of a Company without the prior consent of the Organiser, which consent will only be granted on the basis that should power be available the work is performed by a qualified electrical contractor approved by the Organiser.
12. The Organiser may, in its absolute discretion, refuse a Company application, cancel an Event Contract, relocate a Company's stand or amend the Event floor plan at any time, in the interests of maximising the success of the Event.
13. The Organiser may, in its absolute discretion, postpone or change the dates for the holding of the Event, shorten or lengthen the duration of the Event, change the hours during which the Event is open to visitors or change the venue of the Event.
14. The Organiser may require the Company to remove or stop any display or demonstration which, in the opinion of the Organiser, is creating a disturbance to the Event or is unlawful.
15. The Organiser does not warrant or guarantee and specifically excludes any liability to the Company in relation to:
  - 15.1. any difference between the estimated and actual number of visitors to the Event;
  - 15.2. any difference between the estimated and actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors at the Event;
  - 15.3. timeliness or quality of services, or failure or deficiency in the provision of services, that are the responsibility of the Event venue and its appointed contractors;
  - 15.4. cancellation, postponement, part time opening or relocation of the Event;
  - 15.5. cancellation, postponement, part time opening or relocation of any conference, seminar or speaker program that is scheduled to run in conjunction with the Event, or the failure of any particular speaker to appear at the Event or related conference, seminar or speaker program;
  - 15.6. any event or circumstances outside the Organiser's control which impacts upon, prevents or limits the operation of the Event or the performance of the Organiser's obligations under this Event Contract
16. The Organiser:
  - 16.1. excludes all terms implied by law to the extent permitted by law;
  - 16.2. excludes liability for injury to or death of any person, damage to any Company property, and any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings incurred or suffered by the Company; and
  - 16.3. limits its aggregate liability to an amount that does not exceed the total amount payable by the Company under this Event Contract, in respect of the
17. The Company indemnifies the Organiser against all claims, damages, losses and costs that the Organiser may in any way be subject to as a result of any loss or injury arising to any person, including other exhibitors, members of the public, Event staff, agents and contractors howsoever caused arising out of any act or default of the Company (including its officers, employees and agents) in connection with its participation in the Event.
18. The Organiser will use its best endeavours to ensure the supply of the services mentioned herein but shall not be liable to the Company for any reduction in sale or loss of profits as a result of variables outside the Organiser's control.
19. The Organiser will not be liable to the Company for any loss suffered, nor be in default under this Event Contract for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, SARS, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Organiser, or if the attendance at the Event is adversely impacted by any of the events or causes nominated by this clause. In all such circumstances the Organiser shall be entitled to retain all moneys paid by the Company.
20. If the Company has been allocated a space only stand, or if the Company wishes to display any material above 2.4 metres, the Company must submit design plans to the Organiser for approval at least 30 days prior to the commencement of the Event.
21. All products and equipment to be exhibited must be insured by the Company and the Organiser will not be responsible for, and expressly excludes liability for, any loss or damage to such products and equipment.
22. The Company agrees that none of the rights and benefits granted to it by the Organiser shall be capable of assignment and that it will not without the written consent of the Organiser allow any other person or company to occupy any part of the space taken by the Company pursuant to this Event Contract.
23. The Organiser may, at any time, assign or otherwise deal with any of its rights under this Event Contract by giving written notice to the Company.
24. The Company must effect and maintain for the duration of the Event (including move-in and move-out) public liability insurance with 20 million minimum cover. At least 60 days prior to the commencement of the Event, the Company must provide the Organiser with a Certificate of Currency evidencing such insurance. The Company will not be permitted to enter the Event venue without this insurance in place.
25. The Company consents, under all relevant privacy legislation, to the disclosure of all Company contact information to contractors that are appointed by the Organiser to assist with the organisation of the Event, and the use of the Company contact information by the Organiser for the purpose of informing you of other products, services and events that are promoted by the Organiser and its related bodies corporate.
26. This Event Contract is governed by the laws applicable in the Australian Capital Territory, Australia and both the Company and the Organiser submit to the exclusive jurisdiction of the courts of the Australian Capital Territory, Australia.
27. Waiver of a breach of this Event Contract or of any rights created by or arising by virtue of a default under this Event Contract must be in writing and signed by the party granting the waiver.
28. Variation of any term of the Event Contract must be in writing and signed by the parties.
29. All warranties and indemnities survive termination of this Event Contract.
30. No statement or representation about the Event or otherwise concerning the subject matter of this Event Contract may be relied upon by the Company unless expressly set out in these terms and conditions.

