



MELBOURNE VIRTUAL BOAT & FISHING SHOW

TERMS AND CONDITIONS

This document should be read by all Exhibitors or organisations considering exhibiting at the Melbourne Virtual Boat & Fishing Show.

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1 DEFINITIONS

EVENT PRECINCT:	Melbourne Virtual Boat & Fishing Show
CONTRACT:	Means the contract entered into between the BIAV and the Exhibitor upon the Exhibitor's receipt of the BIAV acceptance of the Exhibitor's application for space, and includes these Terms and Conditions (unless otherwise agreed in writing between the BIAV and the Exhibitor)
DISPLAY:	The Exhibitor's exhibit
EXHIBITOR:	The Person, Firm or Company or other entity that has been granted space in the Show by the BIAV and includes all of the Exhibitor's employees, agents and sub-contractors of that person, firm, company or other entity.
GOODS & SERVICES TAX:	(GST) has the same meaning as in the Goods and Services Tax Act 1999
INVITATION TO EXHIBIT:	Is any form of documentation distributed by the BIAV that describes the Show planned by the BIAV inviting person, company, firm or organisation to apply for Space online via the Melbourne Virtual Boat and Fishing Show online application.
LICENSE FEE:	The sum payable by an Exhibitor in return for the right to occupy the Licensed Premises.
LICENSED PREMISES:	The space allocated by BIAV to an Exhibitor during the Show.
SPACE:	The Licensed Premises designated and allocated to the Exhibitor for the purpose of display and demonstration of products and services.
SHOW:	The Melbourne Virtual Boat and Fishing Show organised by BIAV, during the licensed period. Also referred to as Event and Exhibition.
SPONSOR:	The Person, Firm or Company or other entity that has made a successful application for paid, contribution and or in kind-support in return for sponsorship entitlements as indicated in their specified contract. And includes all of the Sponsors employees, agents and sub-contractors of that Person, Firm, Company or other entity.
BIAV:	Boating Industry Association of Victoria Ltd (ABN 51004985102)

The BIAV hereby grants to the Exhibitor and/or Sponsor named in the Application to Exhibit and/or Sponsor Contract ("the Exhibitor" and or the "Sponsor") the licence to use the Space/Licensed Premises for the duration of the Show on the following Terms and Conditions. The following Terms and Conditions apply to your application to exhibit and/or sponsorship contract unless otherwise specified.

2 EVENT PRECINCT RULES AND REGULATIONS

These Terms and Conditions include the terms, conditions, rules and regulations imposed by the relevant government authority that apply to Exhibitors and/or Sponsors. The Exhibitor and/or Sponsor agrees to comply with any additional terms, conditions, rules and regulations applying to Exhibitors and/or Sponsor that may be imposed by the BIAV from time to time.

In its sole discretion the BIAV may amend or modify these regulations by posting notice of the amendment(s) or modification(s) on the Melbourne Virtual Boat and Fishing Show website before the latter shall become effective.

3 LEGAL REQUIREMENTS

The Exhibitor and/or Sponsor and its invitees must comply with all laws, industrial agreements, industrial awards, Work Health and Safety legislation (WHS), consumer protection practices and codes applying (whether or not mandatory at law) relating to the use or occupation of the Event Precinct.

Each company, firm or person is responsible for communicating these regulations to its staff and its appointed agencies.

4 REMOVAL OF EXHIBIT

If the Exhibitor and/or Sponsor breaches any of these Terms and Conditions, any additional rule or regulation imposed by BIAV or any relevant legal requirement, or if BIAV considers it desirable in the interests of the Show, the BIAV will be entitled, at the cost of the Exhibitor and/or Sponsor, to remove all of the Exhibitor's and/or Sponsor's Exhibit from the Event Precinct..

5 PAYMENT

- 5.1** The Exhibitor must complete the Exhibitor Registration and pay the fee ("the Fee") specified in the Invitation to Exhibit document in full at the time of application.
- 5.2** All fees for Space and all other sums payable by the Exhibitor to the BIAV in respect of the Show must be fully paid for before work will commence on building the Exhibitor's stand.
- 5.3** The Exhibitor acknowledges and agrees that it receives a non-exclusive right to a Space at the Show subject to BIAV confirmation of its acceptance of the application. The BIAV is not required to accept the application of any person, whether or not a member of the BIAV. Acceptance of payment will not constitute acceptance of the application in the absence of notification of allocation.
- 5.4** The Exhibitor and/or Sponsor also acknowledges that the allocation of a site is at the absolute discretion of the BIAV and that the BIAV reserves the right to change this allocation at any time prior to or during the Show. The Exhibitor and/or Sponsor agrees that if the BIAV does change the allocation of Space, the Exhibitor and/ Sponsor shall continue to be bound by the Terms and Conditions. The Exhibitor / Sponsor acknowledges that the reputation of the BIAV and Show is dependent on the business standards and ethics of Exhibitors/ Sponsor generally and that if the BIAV has reasonable grounds to believe that these standards are not being met by the Exhibitor and/or Sponsor, the BIAV may terminate this agreement without right of refund to the Exhibitor

and/or Sponsor.

- 5.5** The BIAV may terminate this agreement without need for prior written notice if:
- a) the Exhibitor and/or Sponsor commits an act of bankruptcy or commences winding-up or there are reasonable grounds for doubting the solvency of the Exhibitor and/or Sponsor including any cheque drawn by the Exhibitor and/or Sponsor and payable to the BIAV being referred to drawer; or
 - b) the Exhibitor and/or Sponsor is in breach of the Terms & Conditions including these regulations.
- 5.6** The Terms & Conditions may only be amended by written agreement of the BIAV.
- 5.7** Unless otherwise provided in the regulations:
- a) the Exhibitor and/or Sponsor is not entitled to any refund of monies paid; and
 - b) subject to clause 5.14 below, the liability of the BIAV to the Exhibitor and/or Sponsor for any reason (including negligence) shall not exceed money paid by the Exhibitor and/or Sponsor to the BIAV.
- 5.8** The Exhibitor and/or Sponsor releases and holds harmless and indemnifies the BIAV and its officers and employees from and against any liability howsoever arising (including negligence and excluding fraud) and including consequential or special damages or economic loss and whether suffered by the Exhibitor and/or Sponsor or any other person arising from or as a result of the Terms and Conditions or the allocation and use of Space at the Show. The BIAV will not be liable for any loss, including consequential loss, sustained by the Exhibitor and/or Sponsor as a result of such action.
- 5.9** If payment of any sum due by the Exhibitor and/or Sponsor in respect of the Show is more than seven (7) days in arrears, the BIAV reserves the right to terminate or amend the contract and reassign the Space, or any part of the Space, to another party or parties. Any payments made at this stage will be forfeited and no refund will be made.
- 5.10** The Exhibitor and/or Sponsor shall be responsible for the payment of and shall pay when due or otherwise demanded by the BIAV all Government fees and duties and all taxes (including those in the nature of sales tax, goods and services tax or value added tax) arising as a result of or in connection with the provision of space or other services to the Exhibitor and/or Sponsor.
- 5.11** Prices in the Invitation to Exhibit include 10% Goods and Services Tax as indicated by the relevant authority. If at any time such authorities change the ruling or level of tax, the BIAV reserves the right to alter the price.

6 SCOPE OF SHOW

- 6.1** Exhibits in the Show can be marine, boating, fishing, automotive and their associated products and services. Exhibits may also include water related outdoor leisure products and services.
- 6.2** The BIAV reserves the absolute right to determine the scope of the Show and to grant sponsorship rights, Naming Rights and displays. The Exhibitor and/or Sponsor shall not exhibit on its Display any product or service which the BIAV in its discretion determines does not fall within the scope of the Show, or for any other reason is unsuitable for the Show.

7 ALLOCATION OF SPACE

- 7.1** BIAV reserves the absolute right to allocate Space in the best interests of the Show.
- 7.2** The BIAV reserves the right to refuse to allocate Space to any Applicant who, in the opinion of the BIAV, does not propose a display compatible with the aims, objectives and scope of the Show.
- 7.3** If an Application for Space is rejected, the fee for Space will be refunded. The BIAV reserves the right to accept or refuse an Application for Space from any Applicant who is not a member of any Boating Industry Association in Australia. The dimensions and location of Space allocated to such Applicants and the fee for Space to be paid is at the discretion of the BIAV.
- 7.4** The BIAV reserves the right at any time to make such alterations to the Space as it considers necessary in the best interests of the Show, including altering the position of the Licensed Premises. Where a proposed alteration to the Licensed Premises will increase the Licensed Fee payable by the Exhibitor, the alteration will not be made without the prior consent of the Exhibitor and/or Sponsor.
- 7.5** If the Exhibitor and/or Sponsor wishes to increase the size of the Licensed Premises or to be allocated new space in the Show, the Exhibitor may apply to BIAV in writing. BIAV may at its discretion grant or refuse the increase or new space required in the application.

8 WITHDRAWAL AND REDUCTION OF LICENSED PREMISES

- 8.1** If an Application to Exhibit is withdrawn prior to the applicant being contracted, an administration fee of \$300 will be withheld by the BIAV. The deposit will be refunded.
- 8.2** If the BIAV is unable to supply space for whatever reason, the Licensed Fee will be refunded.
- 8.3** Once contracted, if the Exhibitor wishes to withdraw from the Show, it may apply in writing to the BIAV for a cancellation of contract. The BIAV may at its discretion agree to or refuse the Exhibitor's application.
- 8.4** If the application to cancel the contract is received by the BIAV and is approved by the BIAV, the Exhibitor will be liable for full payment of the licence fee, including \$500 cancellation fee.
- 8.5** If the Licensed Premises is re-sold by the BIAV to a suitable exhibitor, the deposit will be refunded to the exhibitor less a \$300.00 administration fee (GST inclusive).

9 RESOLUTION OF DISPUTES

- 9.1** If a party considers a dispute has arisen, it can give to the other party a notice of dispute identifying the subject matter.
- 9.2** The notice must require both parties to nominate a representative to attend a meeting within 10 business days, with authority to agree on terms resolving the dispute.
- 9.3** If the meeting fails to resolve the dispute, either party can nominate an independent party to adjudicate on the dispute, and if the parties cannot agree on the independent person, they shall each nominate one adjudicator, and that initial nominee, or the two nominees, shall consider and

decide upon the merits of the positions of the two parties, and decide the outcome, giving reasons in writing therefor. The parties shall be bound by that decision.

- 9.4** If either of the parties or the two adjudicators considers the decision is defective, they may refer the matter to an impartial and suitably qualified third party for final decision finally binding both parties.

10 VIRTUAL DISPLAYS

- 10.1** To construct the Exhibitor and/or Sponsor's virtual stand, the Exhibitor and/or Sponsor must;
- 10.1.1 Sign up for an Exhibitor Platform session to learn the basics of setting up your Booth
 - 10.1.2 Prepare all photos and other images
 - 10.1.3 Prepare digital signage
 - 10.1.4 Prepare all documents and brochures
 - 10.1.5 Prepare video clips and content
 - 10.1.6 Note the Virtual Event trading hours, and resource accordingly
 - 10.1.7 Ensure the required content quality and attention to detail
 - 10.1.8 Speak to your suppliers about creating "buy now" bargains, programs and opportunities.
 - 10.1.9 Ensure you are setup to handle online and video chat in your business.
 - 10.1.10 Consider your own digital marketing strategy leading up to and post the event.
- 10.2** The Exhibitor and/or Sponsor may not remove displays during the Show without the express written consent of the BIAV.
- 10.3** All stands and other construction work carried out by the Exhibitor and/or Sponsor or its contractors will comply with the requirements of the Event Precinct management, WHS regulations and any applicable statutes or statutory rules or regulations. The Exhibitor and/or Sponsor will be liable for any monetary penalty imposed for non-compliance with statutory rules or regulations.
- 10.4** The Exhibitor and/or Sponsor must choose a stand from the suite of stands available from the BIAV Melbourne Virtual Boat & Fishing Show. Sale or distribution of food, drink, liquor or tobacco is not permitted.

11 CONTRACTS FOR SERVICES

- 11.1** The Exhibitor and/or Sponsor will be liable for payment of any fines or penalties incurred by the BIAV that are caused by the action of, or infringement of regulations by, persons or companies engaged by the exhibitor.
- 11.2** The Exhibitor and/or Sponsor must alter any part of their display that breaches any rule, regulation or condition of this agreement, or that the BIAV deems to be prejudicial to the conduct of the show or to other Exhibitors and/or Sponsor.

12 ADVERTISING

- 12.1** The Exhibitor and/or Sponsor acknowledges that all intellectual property and other rights, title and interest in the Show and all associated names, logos or marks of the Show or the BIAV are the property of the BIAV.
- 12.2** The Exhibitor and/or Sponsor agrees to conduct advertising/ promotion relating to the Show in a manner which will enhance the reputation of the Show and if an officer of the BIAV provides written notice to the effect that any advertising/ promotion conducted prior to or at the Show does not enhance the reputation of the Show and or publicly defames other Exhibitors, then the Exhibitor and/or Sponsor will be requested to immediately cease that advertising/ promotion.

13 CONDUCT

- 13.1** The Exhibitor and/or Sponsor is required to maintain the dignity and atmosphere of the Show in its displays and demonstrations, agrees not to advertise, display or act in a manner which in the opinion of the BIAV is either sexually or racially discriminatory or demeaning or goes beyond generally accepted standards of conduct. The Exhibitor and/or Sponsor must immediately take steps to rectify any breach of the above on instruction of the BIAV.
- 13.2** The BIAV reserves the right to reject any Display or demonstration and to take necessary steps to stop any disturbance or nuisance during the Show.
- 13.3** The Exhibitor and/or Sponsor is not permitted to conduct or permit any lottery, raffle, guessing competition, game of chance or sideshow during the Show without the express written consent of the BIAV.
- 13.4** The Exhibitor and/or Sponsor shall ensure that the Display is open to view and staffed by competent representatives during the entire time the show is open to the public.
- 13.5** If the BIAV in its discretion considers any practice of the Exhibitor and/or Sponsor to be objectionable, likely to discredit the Show or the recreational boating or fishing industries or likely to cause customer dissatisfaction, the BIAV reserves the right to order the Exhibitor and/or Sponsor to cease the practice and/or quit the Space. The BIAV will not be liable for any loss, including consequential loss, sustained by the Exhibitor and/or Sponsor as a result of such action by the BIAV.
- 13.6** The BIAV places a high value on the rights of all individuals and the Event Precinct has no place for offensive behaviour, harassment or discrimination on any grounds including, but not limited to, race, gender, religion, national origin, age, sexuality or disability.
- 13.7** Disorderly and offensive conduct will not be tolerated, in the Event Precinct; or conduct which threatens or endangers the health, safety, or well-being of any person.
- 13.8** Respect for property and standards of safety are important and an Exhibitor and/or Sponsor must not do or be involved in any of the following:
- Willful or negligent damage to property.
 - Theft or dishonesty.
 - Tampering with or wantonly destroying data, records, or other information.
 - Drinking, or being under the influence of intoxicants when operating in the Event Precinct.

- Taking, or being under the influence of drugs when operating in the Event Precinct.
- Refusal to obey requests or instructions from BIAV staff.
- Failure to comply with safety rules, regulations or common safety practices.

13.9 In such an event, the Exhibitor and/or Sponsor may have their Space shut down and be barred from the Event Precinct for the duration of the Event. The BIAV will not be liable for any loss, including consequential loss, sustained by the Exhibitor and/or Sponsor as a result of this action by the BIAV.

14 SECURITY

14.1 The BIAV will provide a secure platform for the Melbourne Virtual Boat and Fishing Show.

14.2 Safety of Exhibitor and/or Sponsor remains the responsibility of the Exhibitor and/or Sponsor and not the BIAV's.

14.3 Exhibitors and/or Sponsor must immediately report any criminal activity, known or suspected or any cyber security threat to a BIAV staff member. It is the responsibility of Exhibitors and/or Sponsor to ensure measures are installed to address the prevention of credit card fraud.

14.4 The BIAV reserves the right to expel, prohibit or restrict entry to any person whose presence at the Show is deemed not to be in the best interests of visitors, the Show or the boating industry

15 LIABILITIES & INDEMNITIES

15.1 The BIAV, and all of their employees, agents and other representatives shall not be liable, and are hereby released from liability, for any damage, loss (including consequential loss), harm or injury to the person or property of the Exhibitor and/or Sponsor or any of the Exhibitor's and/or Sponsor employees, agents and other representatives, however caused, which may arise directly or indirectly during or in connection with the Show, and in particular arising from:

- a) the condition of the Space and the Event Precinct;
- b) a total or partial failure of the Event Precinct virtual platform caused by any factor beyond the reasonable control of the BIAV; or
- c) the Show being affected by industrial disputes, blackouts, riots, natural disasters or any other cause.

15.2 The Exhibitor and/or Sponsor must produce to the BIAV a Certificate of Currency of Public Liability Insurance Policy with coverage of Ten Million Dollars (\$10,000,000) endorsed for the Show. This Certificate must be produced prior to the final payment for Space.

15.3 The Exhibitor and/or Sponsor shall comply with all applicable legislative requirements in relation to worker's compensation insurance.

15.4 The Exhibitor and/or Sponsor shall not do or permit to be done anything in relation to the Event Precinct or Show whereby any insurance effected by the BIAV may be rendered void, voidable or in any way unenforceable against the insurer or whereby the premium payable on the insurance may be liable to increase. The Exhibitor and/or Sponsor shall pay to the BIAV on demand all amounts payable by way of costs or increased insurance premiums on any policy of insurance so affected.

15.5 The Exhibitor and/or Sponsor shall indemnify the BIAV and its employees, agents and other representatives in respect of all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses whatsoever (including but not limited to loss of profits, any compromises of actions, claims, demands, proceedings or suits and all legal costs on a solicitor-own client basis in respect thereof) which the BIAV and its employees, agents and other representatives may suffer or incur by reason of or in relation to any act, default or omission on the part of any one or more of the Exhibitor, its employees, agents, invitees, licensees, patrons, contractors and sub-contractors; any act, default or omission on the part of any one or more of the employees, agents, invitees, licensees, patrons, contractors and sub-contractors of the BIAV when acting under the direction, order or control of any one or more of the Exhibitor and/or Sponsor, its employees, agents, contractors and sub-contractors.

15.6 Definition of Force Majeure. An event of Force Majeure includes:

- a) war (weather declared or undeclared), revolution, act of public enemies or act of terrorism;
- b) riot, blockade, insurrection or civil commotion,
- c) strike, lockout, stoppage, ban or limitation on work, restraint of labour, or another industrial dispute,
- d) act of God,
- e) epidemic, disease or public health alert,
- f) fire, flood earthquake, storm, or cyclone;
- g) malicious damage, smoke or explosion;
- h) sabotage, bomb threat or other threat of violence;
- i) act of restraint of any governmental or semi- governmental or other public or statutory authority
- j) judgement, rulings, decisions or enforcement actions of any court or tribunal having jurisdiction
- k) breakdown of any facility or machinery, or unavailability of essential equipment supplies or services
- l) cessation of or interruption of electricity supply; and
- m) any other cause or event not necessarily within the control of BIAV and/or Event Precinct Management, which may affect in whole or part the hiring and/or obligations and/or liabilities of either party to this Terms and Conditions for the Show.

GENERAL

15.7 The BIAV reserves the absolute discretion to refuse admission and to exclude or eject any person from the Event Precinct including all Exhibitors and/or Sponsor or any of their employees, agents or associates.

15.8 The BIAV shall determine the hours the Show is open to the public and reserves the right to determine the rates, if any, to be charged to the public for admission to the Show.

15.9 Only admission passes issued by the BIAV will be valid. The BIAV reserves the right to limit the

number of passes issued according to the size of the licensed area. The BIAV reserves the right to withhold or confiscate passes from exhibitors who breach the ticket allocation procedures or fraudulently use issued passes.

15.10 The BIAV reserves the right at all times to postpone or amend the stated dates for the Show to a date or dates that are, in the opinion of the BIAV most applicable for such a Show, utilising this right only where circumstances necessitate such an action, and without liability to the BIAV and its sponsors.

15.11 Exhibitors and/or Sponsor will be granted access to their stand throughout the period of the Show.

15.12 The BIAV may terminate the contract if:

- a) the Exhibitor and/or Sponsor breaches or evidences an intention to breach any of the covenants, regulations, terms & conditions expressed or implied in the Contract;
- b) a receiver or official manager is appointed to any property of the Exhibitor and/or Sponsor or any guarantor of its obligations under the Contract;
- c) any order or resolution is made for the winding up of the Exhibitor and/or Sponsor or any guarantor of its obligations under the Contract (other than for the purpose of amalgamation or reconstruction);
- d) any of the property of the Exhibitor and/or Sponsor is assigned;
- e) the Exhibitor and/or Sponsor is a person and he or she becomes bankrupt or has a sequestration order made against him or her; or
- f) use of the Space is illegal or otherwise contrary to law or likely to injure the reputation of the BIAV, the Event Precinct or Event Precinct Management.

15.13 Upon such termination, the BIAV will be entitled to remove the Exhibitor and/or Sponsor Exhibit from the digital platform/Event Precinct.

15.14 The BIAV has the full power to interpret and to make or amend these Rules, Regulations, Terms and Conditions provided that such amendments and additions do not diminish the rights reserved for the Exhibitor and/or Sponsor under this agreement and shall not operate to increase the liabilities of the BIAV any right or claim which the BIAV may otherwise have.

16 SPONSORSHIP

16.1 Any inconsistencies between the indemnities and limitations of liability contained in the Exhibitor Terms and Conditions and those contained in the Sponsorship Agreement, the Exhibitor Terms and Conditions prevail.