

# EXHIBITOR TERMS & CONDITIONS

The general rules and regulations for the operation of Equifest in addition to those already printed shall be deemed as if they had been printed in full.

## 1. GENERAL

1.1. Equifest acting through the appointed officer shall be the sole judge of whether the following items have been adhered to in a proper manner. The decision of Equifest shall in all respects be final and conclusive. If, in the opinion of Equifest, a serious breach of these terms and conditions has taken place, an Exhibitor may be required to remove his/her exhibit within 24 hours of notice being given. In such a case all fees paid or due to Equifest shall be forfeited. Notwithstanding anything contained in the Prospectus, the application for space, or any other document concerning Equifest, Equifest reserves the unrestricted right to make such rules or orders for the proper conduct of the exhibition, as circumstances may warrant, either before or during the currency of the exhibition.

1.2. **Payment Liability** - If for any reason the Exhibitor does not make any of the payments on the due date, the Organiser may at their option proceed to resell the site without being liable to account to the Exhibitor for any sum already paid or due from him/her and without prejudice to the Organiser. In the event of the exhibition being cancelled or terminated because of fire or earthquake.

## 1.3. Cancellation

- If the holding of the Exhibition or the supply of any services by the Organiser is prevented, abandoned, postponed for any reason of fire, national emergency, lightning, lock out, strikes, labour disputes, service being disrupted, civil disturbance, health concern, acts of God, war, pandemic or health concern, unavoidable accident, explosion or any cause not within the control of the Organiser, the Organiser shall not be under any liability or loss or damage for any costs, expenditure or any loss incurred by the Exhibitor, however the Organiser will refund 80% of site fees to the Exhibitor as a fair proportion of any rental paid by the Exhibitor.
- Force Majeure. If the event is cancelled prior to or during the event due to 'force majeure' - an act or occurrence when certain circumstances beyond the parties' control arise, making performance commercially impracticable, illegal, or impossible. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement. No compensation will be paid.
- If a site booking is cancelled by the Exhibitor within 60 days prior to the event, they will forfeit 30% of their site fees. Cancellation of site bookings within 30 days prior to the event will be liable to pay the full cost of the original booking.

## 1.4. Co-operation

No Exhibitor shall permit their exhibition stand to be used in such a manner as to conflict with the purpose of the exhibition or the rights of other Exhibitors. In the event of any dispute arising between Exhibitors, in relation to the exhibition, such disputes shall be submitted to Equifest in writing for consideration and the decision of Equifest shall be accepted by all parties as final and conclusive in all respects.

## 1.5. Event Closure

All displays must remain on site for the duration of the Show, that is, until the advertised Show closing time. This rule will be rigidly enforced. During post Show pack down, security remains the responsibility of the Exhibitor.

## 1.6. Contractors

All Exhibitors shall only use the official contractor appointed by the Organiser for electrical and lighting installation for design and build space options. Approval in writing from us is required if you are using another contractor.

## 1.7. Security:

Exhibitors are advised to fully insure all exhibits during the period of the exhibition against theft, loss or damage to exhibits or any articles belonging to the Exhibitors. All materials used by Exhibitors in the stand and exhibition construction, must be properly fire proofed.

## 1.8. Competitions or Contests

Exhibitors desiring to run Lottery, raffle, competition, betting, gambling, game of chance, sideshow or riding device must gain approval from Equifest.

## 1.9. Amendments

The Organisers and Promoters of Equifest reserve the right to amend any part of parts of the here in described.

## 1.10. Advertising

Exhibitors shall have the full right to advertise within the confines of their own stand but Equifest reserves the right to prohibit any such advertising material or equipment which obstructs aisles, interferes with or obstructs neighbouring stands or is, in the opinion of Equifest, a source of annoyance to others. No Exhibitor, or employee thereof, may canvas other than from their own stand.

## 1.11. Noise:

Noise Control will be implemented and no loud speakers or loud music or any noise that will affect the next Exhibitor will be permitted. The Organiser may conduct its own noise monitoring and reserves the right to require compliance on demand. The Organiser reserves the right to close down sites if there is failure to comply with instructions regarding noise levels.

## 1.12. Theft, Damage or Loss

It is expressly stated that under no circumstances will the Equifest accept any responsibility whatsoever for any loss, damage or theft to any Exhibitors' stand or equipment by any cause or means whatsoever. Exhibitors are required to provide supervision during the whole time that the exhibition is open to the public. It is requested that all exhibits, fixtures, fittings, equipment etc shall be adequately insured against fire, theft, damage and loss from any cause, during the time in which the articles are on the exhibition premises. The Exhibitor shall further indemnify Equifest against any claims whatsoever in relation to his allocation space and the actions and conduct of employees.

## 1.13. Security

Equifest have security in the indoor Arena sites, Marquee sites and Outdoor Area for the duration of the show. Exhibitors are not permitted on site until one hour prior to the Show opening to the general public, other than food vendors who must make prior arrangements.

## 1.14. Liability

Equifest is not liable for any consequential, business interruption, indirect or other loss. Equifest shall not be liable to refund any fees paid or pay damages to any applicants as a result of any grievance relating to the event raised by an applicant.

## 2. ELIGIBILITY FOR EXHIBITING

2.1. All applications for exhibitors sites should be made promptly via our website and returned to Core Events with a non-refundable deposit of 30% or \$300 (minimum) + GST prior to allocation (Taupo Tuesday 18th April 2023), in order to secure the display site. The balance is then to be paid be paid on or before 1st September 2023. Equifest reserves the right to allocate sites but where possible will endeavor to meet applicant's request. Allocation will be made by Equifest's appointed officer. A high standard of display is required.

2.2. The Organiser reserves the right to remove any person, Exhibitor or visitor for a good cause.

2.3. The Organiser reserves the right to allocate sites or change locations as they deem fit for the success of the Show. The layout of the Exhibition area and site sizes and shapes may be modified and site numbers may be changed for convenience in locating. Exhibitors will be informed of such changes and given ample time before the Show.

2.4. If an Exhibitor wants to change the site area, which the Exhibitor has applied for under its Exhibitor site contract; the Organiser cannot guarantee another site that would be suitable for the Exhibitor. The Organiser will try its best to see if another site is available and if it deems fit, then only will the Organiser allocate it to Exhibitor/stall holder if exhibition site is available.

2.5. Only the official contractor provided by the Organiser for panel and electrical work are permitted to be used by Exhibitors.

2.6. No alterations at all to be made by the Exhibitors, only the official contractor is permitted to do the necessary changes and that will be according to the standard paneled site as specified in the Prospectus.

2.7. Sublets - Subletting is where an Exhibitor (primary) invites another Exhibitor (secondary) to display or demonstrate their products on the primary Exhibitor's site. The subletting (secondary) Exhibitor must: 1. Be eligible to exhibit at Equifest. 2. Complete and sign an application form. 3. Pay an additional \$250 + GST subletting fee. If the secondary Exhibitor fails to complete an application form they will not be allowed to exhibit. The subletting (secondary) Exhibitor will have a separate Show Guide listing and will receive their own ticket allocation.

2.8. The Organiser reserves the right to close any equipment or device at any time during installation or during the Exhibition/ Show if in the Organiser's opinion, such an equipment or device is dangerous. If the Exhibitor or his representative fails to comply with these instructions, the Exhibitor shall immediately, on receiving notice, remove the said equipment/device or product from indoor site/s failing which, the Organiser will arrange to have the said equipment/device or product removed from the site at the Exhibitor's expense and the Organiser will not be held liable for any loss or damage or any loss in business which may occur during the removal.

2.9. If the Exhibitor fails to recognise, or its representative fails to recognise reasonable standards of behaviour during installation or during the Exhibition/Show, the Organiser shall have the right to remove such persons from the Exhibition Hall and the Organiser shall not be liable for any loss or damage which may be occasioned by the removal.

2.10. To avoid damage; no items are to be attached, pinned, stapled or adhered to any door, wall or window or other parts of the building. The Organiser must approve the hanging of banners. Smoke machines, special balloon effects and/or pyrotechnics cannot be operated without prior written consent from the Organiser and Venue Authority, due to the effect this may have on the smoke detectors and or animals. Should the Fire Brigade respond to an alarm caused by unauthorised usage of special effects, the Exhibitor, his servants and or agents will be liable for any charges incurred by Organiser and Venue Authority.

# EXHIBITOR TERMS & CONDITIONS.

2.11. The Exhibitor shall ensure that all goods/packages to be delivered to Organiser and Venue are adequately marked with the company name and site number and the senders name and contact phone number. Packages to be collected after the event should be sealed and correctly addressed, with the senders name and contact phone number. The Organiser and Venue take no responsibility for any loss of or damage to any items delivered to Organiser and Venue for use prior to, during or after the exhibition.

2.12. Set up time and breakdown time allocated by the Organiser is to be followed strictly. Exhibitors are allowed to display their products only within the confines of their allocated areas. All aisles between stands must be left clear.

2.13. Prohibited Goods: Dangerous goods/articles: These are not to be brought into the Venue/ Premises. Any firearms, explosives, flammable liquids or other dangerous substances or articles which may cause damage or injury to property or persons without the prior express consent of the Organiser and Venue Authority, and then only in accordance with the terms and conditions of that consent in writing. Notwithstanding any such consent, the Exhibitor, its staff, its contractor or its invitees will indemnify the Organiser and the Venue Authority in respect of any liability or expense it incurs as a result of any such damage or injury.

2.14. No Smoking: Equifest is a no smoking event and therefore the exhibitor, staff and its invitees shall not smoke in the premises, venue at The National Equestrian Centre Taupo, and Canterbury Agricultural Park Christchurch.

2.15. Break down of site: If any Exhibitor starts to break down their site prior to event closing time, they will be liable to pay a penalty of \$200.00 plus GST.

### 3. INDEMNITY, INSURANCE AND LIEN

3.1. All stands and exhibits are at the risk of the Exhibitors, and the Organisers shall not in any way be responsible for any loss or damage. It is a requirement that Exhibitors have Public Liability Insurance Certificate (minimum of two million dollar cover). The Exhibitor is required to provide a copy of the certificate before they begin to setup their site. If they choose not to have Public Liability Insurance, for the duration of the Show, then they will need to sign an insurance waiver before setting up your site.

3.2. The Exhibitor is responsible to take out all the necessary insurance covers including personal and public liability. The Exhibitor undertakes to fully indemnify and at all times to keep indemnified in full the Organiser and/or Venue Authority, its officers, affiliates, servants, agents, staff, representatives, officers, contractors, sub-contractors, volunteers and all its employees, visitors against all losses, liabilities, claims, damages and expenses whatsoever which they may suffer or incur howsoever caused and arising.

3.3. The Exhibitor acknowledges and agrees that the Organiser and/or Venue Authority shall not be responsible for any failure to telecommunications or other electronic communications at the exhibition venue, which is beyond the Organisers and/or Venue Authority's control. 3.4. The Organiser shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.

### HEALTH & SAFETY

4.1. In accordance with the Building Act 1991, Health and Safety in Employment Act 1992; Exhibitors, contractors, subcontractors undertake at all times need to comply with and indemnify the Organiser/Venue Authority for any cost, claims or liabilities arising as a result of the Exhibitor's actions or inactions or its failure to comply with Local Authority or Government regulations relating to the Exhibitor's site/stand or the exhibition venue.

4.2. Exhibitors must obey all instructions and signs whilst onsite to ensure that their actions will not create hazards to people, property or animals.

4.3. Speed limit on site is strictly 15 km/h.

4.4. All fire and emergency exits are to be kept clear at all times

4.5. Smoke stop doors are to be kept closed at all times, except when attended by a door person.

4.6. Smoking is not allowed in buildings or on site.

4.7. On hearing a fire alarm please leave the building immediately by the nearest Fire Exit. Assemble at the area designated on the Fire Notice at the Exit Door and await further instructions. Proceed to an area clear of buildings and remain outside the buildings until a clear signal is given. Instructions will be given by the Organiser's personnel and supervisors appointed by Organisers/ Venue Authority of each hall or by fire officers. Please do not use lifts when there is a fire alarm on or when there is a fire situation. Please follow instructions given by supervisors appointed by Organisers/Venue Authority/ fire officers.

4.8. The provision of additional external communication lines shall be the responsibility of the Exhibitor and at the expense of the Exhibitor including telephones and internet.

4.9. The aisles should be clear for visitors to the Show. It is therefore important that Exhibitors keep within their contracted space. Exhibitors shall ensure that all exits are clear and all emergency equipment; including power boxes on the walls above the stands do not cause any obstruction.

4.10. Exhibitors shall ensure that during build up and breakdown that the aisles are clear of debris and Exhibitor's products. The aisles have to be clear of obstruction. No one should be in the aisles.

4.11. No one should be on site during build up/ breakdown time while contractors and workers are undertaking construction or pull down work.

4.12. There will be an allocated time for Exhibitors to come in during build up/setting up and breakdown time.

4.13. Footwear for build up/breakdown should be a shoe that are closed toed footwear.

4.14. No alcohol shall be drunk during build up or break down time.

4.15. Electrical work will need to be done only by the Organiser/ Venue Authority's contractors. If there is electrical work to be done, please inform the Organiser in advance by filling in the form for electrical work. The form will be sent to you closer to the exhibition date. We need at least 6 weeks notice. Any extra electrical work is at the Exhibitor's expense.

4.16. Please ensure that all power cabling is not in the way of visitors and staff at all times. Ensure that the electrical works are in good order. Lighting must be compliant and securely fixed.

4.17. To avoid tripping hazards, please tape down all electrical cables.

4.18. Any material used by the Exhibitor in the site, must be fireproofed.

4.19. Only electricity can be used as a source of light or power at the exhibition venue.

4.20. Keep the stand/site and surroundings clean and remove all waste materials at all times.

4.21. All containers and packaging that are not for display must be removed or disposed after installation and dismantling. No pressurised containers shall be used indoors without prior written approval of the Organiser.

### 5. COMPLIANCE SECTION

5.1. Power Cables - Electrical wiring must comply with AS/NZS 3002:2008 Electrical Installations – Shows and Carnivals. Any equipment, which will be plugged into venue power, must carry a current "Test & Tag" label.

5.2. Vehicles: All vehicles with LPG Cylinders or gas appliance are required to comply with the NZ Gas regulations and met with all current NZ Industry standards. All Vehicles, Motorhomes, Caravans, Fifth Wheelers or the like, must comply with NZ Land Transport Safety Authority compliance laws.

5.3. Legal Requirements - Notwithstanding anything contained in any part of these terms and conditions, it shall be the express responsibility of each Exhibitor to ensure that their exhibit complies in all respects with such legal and local government requirements as may be in force at the time of the exhibition. All Exhibitors must comply with all provisions of the Health and Safety at Work Act 2015.

5.4. Fire Retardant Materials - In compliance with the NZ Building Code (C3/AS1 Table 4) Exhibitors are informed that curtains, drapes or backdrops are to be restricted to Fire Retardant Materials with a flammability index not greater than 12. Further information may be obtained from the Building Inspections Department, Taupo District Council.

### 6. FOOD AND LIQUOR SITE HOLDERS

6.1. The Exhibitor is responsible for complying with all the health and hygiene regulations under various related Acts of Parliament and Taupo District Council Authority laws.

6.2. All Exhibitors selling food, beverages or alcohol or doing sampling are required to be licensed. Exhibitors to provide details for products for sale, activities at site e.g. food storage, preparation, cooking, stall set up and licenses already in place e.g. Council food premises licence details or NZFSA exemption registration details. Check out, if your site is exempt from requirement to hold a food stall licence for this event. Consent on this matter should be obtained from the Taupo District Council.

6.3. Please apply for a special liquor license 20 working days (1 months) in advance.

# EXHIBITOR TERMS & CONDITIONS COND.

6.4. If an Exhibitor who is involved in the food sector, does not have the necessary certificates that Taupo District Council, then the Exhibitor will not be allowed by the Taupo District Council to exhibit and all monies paid will be forfeited.

6.5. If any Exhibitor wishes to offer alcoholic sampling and or hold bottle sales for consumption off the premises, then a Special Licence will have to be applied for and issued. A requirement for the Special License is that a holder of a Manager's Certificate will need to be nominated and be present and be on duty for the Duration of the Show. A Manager's Certificate needs to be accompanied with your application for "Special License Certificate".

6.6. Contact the Organiser well in advance to arrange for the "Owner's Consent Written Authorisation" with the Venue Authority – Organiser and Venue Authority and this is required by Taupo District Council.

6.7. If you are an Overseas Company and you are dealing with food or liquor, then the same rules as above apply for foreign companies. The Organiser will do its best to help you with the process and guide you on a without prejudice basis. The Organiser needs to be contacted at least 3 months in advance to get the paper work done.

## 7. SPECIAL SERVICE

7.1. Publicity materials of any Exhibitor may only be distributed from the Exhibitor's own site. No advertising or touting for business may be carried out anywhere else within the exhibition venue. No exhibits or advertising signs shall be placed outside the confines of the exhibitor's site.

7.2. The Organiser reserves the sole right to distribute promotional material/information and photographs with regards to the exhibition to promotional and advertising organisations, media and site contractors before and after the exhibition and takes no responsibility for any mis-description error, or omission that has been left out in its promotional material.

7.3. With regards to the Privacy Act, the Exhibitor shall let the Organiser know in writing if the Exhibitor has any objection to the transfer of the information to the third parties on signing this contract.

7.4. All exhibits, site materials/publicity material, and the like display items of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organiser and Venue Authority. Any exhibits or site materials/publicity materials left behind in the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organiser and Venue Authority at the expense of the Exhibitor concerned.

## 8. CODE OF CONDUCT

Accordingly, Exhibitors doing business are expected to have a high standard of ethics and behaviour at the Show. While the overwhelming majority of staff of exhibiting companies behaves honourably, there is an unethical minority who can cause anguish for others. This includes misleading representations, conflicts of interest and misuse of information.

8.1. The sales process whilst competitive, should not impact on the brands and integrity of others.

8.2. As a general rule, "Sales representations should be made based on the intrinsic value of your OWN product: not on the goods or reputation of others.

8.3. Exhibitors, they're appointed agents and representatives need to comply with all areas of the terms and conditions set down by Equifest.

8.4. Where it comes to our attention that unfair or damaging information is being used to assist the sale process, we will take all steps to identify the staff and company involved. When identified, a verbal warning and written notice will be issued. Should the offender continue, and then a notice of eviction will be issued. There will be no recourse and no correspondence will be entered into.

## 9. GOVERNING LAW

This Terms & Conditions Contract for Exhibitors' shall be governed by and construed in all respects in accordance with the laws of New Zealand and the Exhibit/Stall Holder irrevocably submits to the exclusive jurisdiction of the New Zealand Courts.

*This Terms and Conditions Contract for Exhibitors is supplemental to the Exhibitors Application form. By signing the Exhibitors Application Form, the exhibitors agree to abide by and to be bound by all the terms and conditions hereby stated.*

# COVID TERMS & CONDITIONS

Additional to our standard cancellation terms and conditions the below outlines our terms if the events are cancelled due to Covid- 19 and alert level changes.

If Core Events qualifies for the COVID-19 Events Transition Support Payment Scheme from the Government then Core Events would do everything to pay back all monies paid even non-refundable deposits 'if possible'. The "non-refunded" amount 20% would only be retained to cover reasonable administration, supplier payments, staffing costs, pre-event marketing & cancellation costs if no Government event support is provided.