

TERMS AND CONDITIONS

DEFINITIONS/GENERAL PROVISIONS

Where the following words are capitalised in this document, they shall have the following meanings:

'AWRE' means the Australasian Waste and Recycling Expo, a trade event for the waste and recycling industry, held in Exhibition Hall 5 at the Sydney Convention and Exhibition Centre, Sydney, between 9 November and 11 November, 2011. All references to AWRE shall include the officers, servants, agents and assignees working for the owners of AWRE.

'Bump-in Date' means from 12 noon till 5.00pm on 9 November, 2010 and shall be when the Exhibitor must install its Exhibit.

'Bump-out Date' means from 4pm till 9pm 11 November, 2011, and shall be when the Exhibitor must remove all aspects of its Exhibit, leaving the exhibition site and all surrounding areas, clean from all rubbish and litter to the satisfaction of the Event Manager.

'Deposit' is thirty percent (30%) of the registration fee.

'Event Manager' shall be the person nominated by the owners of the Australian Waste & Recycling Expo as the Expo Manager.

'Exhibit' includes all structures, displays, demonstrations, exhibitions, equipment, pamphlets, brochures and all written or other material or things (including visual or audio material) displayed or used in any way by an Exhibitor in the space allocated to the Exhibitor by the Event Manager.

'Exhibit Space' means the area allocated to an Exhibitor by the Event Manager, upon Registration.

'Exhibition Area' means Exhibition Hall 5 at the Sydney Convention and Exhibition Centre, Darling Harbour, Sydney as marked on the map. Please see a copy of the Sydney Convention and Exhibition Centre on the AWRE website.

'Exhibition Fee' means the registration payment required to secure Exhibit Space at the AWRE.

'Exhibitor' means the company or organisation or individual which has Registered to exhibit at the Australasian Waste and Recycling Expo (AWRE), and whose Registration has been accepted and approved by the Event Manager. All references to 'Exhibitor' shall include the Exhibitor's officers, servants, agents and assignees.

'Operational Guidelines' means the rules set by the Event Manager and Sydney Convention and Exhibition Centre, which together prescribe the approved and non approved activities at AWRE. A copy of the Operational Guidelines will be made available to each Exhibitor one month prior to AWRE.

'Registration' means the company or organisation wishing to exhibit at AWRE has signed the AWRE Exhibitor Registration Form, and in doing so has accepted these Terms and Conditions, and has paid the Deposit. Upon Registration, the Event Manager shall reserve the Exhibit Space for the relevant Exhibitor.

'SCEC' means all land at Sydney Convention and Exhibition Centre, Darling Harbour, Sydney.

Words importing the singular or plural include the plural and singular number respectively and words importing any gender shall include all other genders.

1. Use of Exhibition Space. The Exhibitor may only use the site allocated to it for the purpose of erecting and conducting its exhibit at AWRE. The Expo Manager reserves the right to allocate an alternative site and to require the Exhibitor to alter the location of its Exhibit at any time.

2. Use of Other Persons. The Exhibitor must NOT allow any other company/organisation/person to use the site allocated to it without the prior written

permission of the Expo Manager which at The Expo Manager's discretion may or may not be granted.

3. Exhibition Hours. The Exhibition hours, during which AWRE shall be open to industry professionals, shall be 9:00am to 4:00pm on Thursday 10 November and 9.00am to 4.00pm Friday 11 November, 2011. Additional networking functions may be run outside these Exhibition hours. The Exhibitor must staff and maintain his/her Exhibition, to keep a professional image, at all times during the Exhibition hours, as detailed in this clause. The Exhibition hours, when the Exhibition Area shall be open to industry professionals, is subject to change by the Event Manager. The Event Manager's decision shall be final and conclusive.

4. Setting Up, Manning and Removal of Displays. Setting up of Exhibits may commence from 12 noon on Wednesday 9 November, 2011. Exhibits must be completely set up by 5.00pm on Wednesday 9 November, 2011. Access to the Exhibition Area will not be available from 6:00pm to 7:00am on 9 and 10 November, 2011.

Property not removed by 10:00pm on 11 November, 2011 (Bump Out Date) may be forfeited and any costs incurred by the Event Manager in removing property left by the Exhibitor must be reimbursed by the Exhibitor. Please ensure your transport company is aware of the time within which your Exhibit must be dismantled.

High visibility vests are to be worn by all exhibitors and associates during both Bump-In and Bump-Out.

The Exhibitor is liable for all damage caused to any property during the setting up of Exhibits, duration the event and removal of all Exhibits. This shall include any damage caused to temporary and permanent fixtures at the Sydney Convention and Exhibition Centre and property of any other Exhibitor.

5. Exhibition Booths. Upon Registration and payment of the Exhibition Fee, you as an Exhibitor shall be entitled to the following:

- Area within the Exhibition Hall for which an Exhibition Fee was received;
- Shell scheme, with a fascia board displaying the company name, if the Exhibitor pays for this in the Exhibition Fee;
- Two Lights (120 watts);
- Power.

The above shall be installed by the Event Manager prior to 12:00pm on 9 November 2011.

All additional furniture or promotional equipment the Exhibitor requires shall be sourced by the Exhibitor, at its cost, and must be approved of by the Event Manager.

6. Identification Lanyards will be issued to Exhibitors on arrival at Bump-In. To assist security at the Expo it is essential that all of your representatives wear the AWRE provided identification lanyards at all times.

7. Quality of Exhibits. Exhibits must be of a high standard and quality, as determined by the Event Manager. The Event Manager may reject, or require amendment to, any Exhibit and take any necessary steps to stop any disturbance or nuisance during AWRE.

8. Cleaning. The Exhibitor must keep their site and Exhibit clean and tidy and in particular store all its rubbish in proper containers. Sydney Convention and Exhibition Centre will carry out general daily cleaning and the collection of litter from central points. It is the responsibility of all exhibitors to source separate their rubbish and utilise the recycling and waste stations provided by the Sydney Convention and Exhibition Centre.

9. Operational Guidelines. The Exhibitor must comply with the Operational Guidelines at all times.

10. Compliance with Laws. The Exhibitor must comply with all relevant laws and regulations. This shall include, at a minimum, laws and regulations pertaining to the protection of public health, particularly concerning the display of foodstuffs and all laws and regulations

concerning Occupational Health and Safety. It must also comply with the regulations and requirements of the NSW Fire Brigade. The Exhibitor submits to the laws of New South Wales and the jurisdiction of the courts of New South Wales.

11. Event Security. Sydney Convention & Exhibition Centre maintains a twenty-four hour (24) facility security surveillance team for the area. It is the ultimate responsibility of the Exhibitor to secure and protect its Exhibit.

Exhibits should NOT be left unattended during the Exhibition hours and removable items should be suitably secured at all times.

12. Insurance. The Exhibitor must have in place at all times from before the Bump-in Date until after the Bump-out date:-

- i. Public and product liability insurance covering all claims arising out of or in connection with the Exhibit or the site under which the Australasian Waste & Recycling Expo is noted as insured and with a sum insured of not less than \$20,000,000.00. NB The Exhibitor's policy must note the event AWRE 2011.
- ii. Adequate employer's liability and workers compensation insurance.
- iii. Adequate third party property damage for all motor vehicles.
- iv. Adequate contract works insurance for erecting or dismantling any structure.

Also such other insurances that the Event Manager reasonably requires.

Copies of ALL SUCH POLICIES MUST be provided to the Event Manager prior to 9 October, 2011. A digital copy is acceptable.

13. Non-compliance with Terms and Conditions. If the Exhibitor fails to comply with these Terms and Conditions, the Event Manager may terminate this agreement and exclude the Exhibitor from AWRE and from accessing its Exhibit Space during AWRE. In the event of this occurring, AWRE shall secure the Exhibit Space and provide the Exhibitor with access to remove its display after the conclusion of AWRE. Violations of any of the Event Terms and Conditions shall entitle the Event Manager to seek

remedies for damages caused by such violations.

If the agreement is terminated, all monies payable by the Exhibitor to the Event Manager may be forfeited to the Event Manager and the Event Manager may permit another Exhibitor to use the Exhibit Space, as determined by the Event Manager.

The Exhibitor is liable for any loss whatsoever (including legal costs) caused to the Event Manager by the Exhibitor's failure to comply with these Terms and Conditions.

Should the Exhibitor not occupy the Exhibit Space which is allocated to it by 4.00pm on Wednesday 9 November, 2011, the Event Manager may allow the site to be used in the best interests of the AWRE without refund of any money to the Exhibitor. In this event however, the Exhibitor remains obliged to fulfill all its obligations under these Conditions.

14. Privacy Policy. In registering for the AWRE relevant details will be incorporated into a delegate list which shall be used by the Expo Manager and may be made available to parties directly related to the AWRE including some Sponsors. This information will also be used in marketing the Australasian Waste and Recycling Expo in the future.

I do not want my details to be added to this database.

15. Indemnity. The Exhibitor hereby indemnifies and shall keep indemnified the Australasian Waste & Recycling Expo and its owners against liability for loss or damage from:

- i. Anything occurring on the site allocated to the Exhibitor during the course of AWRE.
- ii. Any damage to any exhibit, item, fixture or structure during the course of the AWRE caused by the Exhibitor;
- iii. Any damage occurring at the AWRE in the course of setting up, pulling down or transporting any exhibit conducted by the Exhibitor.

16. Liability. The Exhibitor agrees that the Australasian Waste & Recycling Expo will not be liable to the Exhibitor nor to any other person in connection with the Exhibitor's Exhibit including, without

limitation, loss or damage due to injury to any person, damage to property, theft, fire, water, storms, riots, blackouts, acts of God or any other cause whatsoever.

The Exhibitor will be liable for any damage to any property or injury to any person caused by its employees, contractors, subcontractors or guests, during the setting up, conducting and removal of its Exhibit.

17. Continuing Obligations. The Exhibitor acknowledges its obligations and liabilities under these Terms and Conditions shall remain in place for the benefit of the Australasian Waste & Recycling Expo after the conclusion of the AWRE 2011.

18. Event Manager. The Terms and Conditions shall be executed in accordance with the AWRE registration forms and in accordance with any reasonable directions by the Event Manager.

19. Event Manager's Representative. The Event Manager may from time to time, in writing, appoint persons named by her to exercise her power or part thereof.

20. Additional Requirements:-

- i. The Exhibitor acknowledges that is satisfied the site is suitable for its use. That it uses the site at its own risk and that it releases and indemnifies the Australasian Waste & Recycling Expo from any liability in relation thereto or in relation to anything beyond the reasonable control of the Event Manager.
- ii. The Exhibitor must obtain the Event Manager's prior written approval prior to erecting any structures.
- iii. The Exhibitor acknowledges that Sydney Convention & Exhibition Centre, has reserved the right to provide all food and beverage services for the event.
- iv. Dangerous, noxious, toxic, volatile, explosive, inflammable or other hazardous material may not be brought into the Sydney Convention & Exhibition Centre except in accordance with and the prior approval of Sydney Convention & Exhibition Centre. Any oil spills, pollution or contamination caused must be rectified at the Exhibitor's cost.

- v. The Exhibitor must comply with any requirements in relation to noise levels stipulated by or the Event Manager and all relevant regulations.
- vi. The Sydney Convention & Exhibition Centre Operational Guidelines must be adhered to throughout the event.
- vii. All charges and fees must be PAID in FULL prior to occupying any Exhibit space otherwise a late payment fee will be charged at an additional 20% of the outstanding monies.

21. Advertising and Publicity. All Exhibitor promotional material and goods are limited to the designated display area, as determined by the Expo Manager. Exhibitors may not carry out publicity activities outside the boundary of the booth or at any other location at the SCEC without the prior written permission of the Event Manager. Acoustic presentations are permitted only if the approval of the Event Manager has been obtained and if other Exhibitors and AWRE attendees are not disturbed. The Event Manager reserves the right to cease any publicity/presentations that have not been approved by the Event Manager.

22. Photography. The Australasian Waste & Recycling Expo has permission to take photographs of Exhibits and Exhibitors during AWRE and use the photographs on its website and in any media, now or in the future. The Exhibitor waives the right to inspect or approve the photographs or any media product, including written or electronic copy. Additionally, all rights to royalties or other compensation arising or related to use of the photograph are waived by the Exhibitor.

23. Deposit. To complete Registration, and secure an Exhibit Space at AWRE, the Exhibitor must pay a thirty percent (30%) deposit to the Event Manager.

24. Full Payment. Full payment for the Exhibit Space must be made to the Event Manager by the 01 September 2011. Further registrations will be accepted after this date.

25. Payment Method. Your Tax Invoice will be issued upon receipt of your registration and payment. All payments must be made in the currency invoiced (Australian Dollars). Payment may be made to the Event Manager by one of the following methods:

- i. Online through the Westpac secure site PayWay (Security Policy: When purchasing from the Australasian Waste & Recycling Expo your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology.
- ii. Transfer to the Event Manager's Bank Account – BSB: 132167 Account 133346 Name: AWRE.
- iii. Cheque made payable to 'AWRE'.

All payments made with a credit card shall incur a two percent surcharge.

26. Payment and Cancellation Policies. All cancellations must be made in writing to the Event Manager, The Australasian Waste & Recycling Expo. The date upon which AWRE receives the notification, in writing, shall be considered as the date upon which the cancellation was made. This date of cancellation shall be used to calculate how much, if any, money is to be reimbursed to the Exhibitor.

If the Exhibitor cancels its registration for AWRE before 01 September 2011, the Event Manager shall reimburse the 30% deposit less an administration fee of \$300 (AUD).

If the Exhibitor decides to cancel its registration for AWRE between 01 September 2011 and 30 September 2011, the Event Manager shall be required to reimburse only 50% of the full cost for the Exhibit Space less an administration fee of \$300. The Exhibitor shall forfeit 50% of the full cost for the Exhibit Space.

If the Exhibitor decides to cancel its registration for AWRE between 01 October 2011 and 12 November 2011, the Event Manager shall not be required to reimburse all of the monies paid to the Event Manager. The Exhibitor shall forfeit 100% of the full cost for the Exhibit Space.

27. AWRE Cancellation. The Event Manager may cancel AWRE at any time, at its sole discretion, without penalty. If AWRE is cancelled by the Event Manager, all money paid by the Exhibitor to the Event Manager, shall be reimbursed in full. In this event, the Event Manager shall not be responsible for any other costs incurred by the Exhibitor.