

Canberra CareersXpo 9th and 10th August 2023– Exhibitor Terms and Conditions

These terms and conditions constitute a legal agreement between Canberra CareersXpo Pty Ltd ABN 80 658 348 782 (“Organiser”) and the person or organisation agreeing to exhibit (“Exhibitor”) at the CareersXpo (“CCX”). By making a booking to exhibit at the CareersXpo, the Exhibitor agrees to the following terms and conditions.

DEFINITIONS

1. In these terms:

“Booking” means a booking to exhibit at the CareersXpo.

“Custom Stand” means a stand customised to the specifications requested by the Exhibitor.

“Custom Stand Request Date” means Wednesday 21 June 2023.

“Custom Stand Builder” means a contractor engaged directly by the Exhibitor to erect a Custom Stand (which may be the same as the contracted stand builder engaged by the Organiser).

“Exhibitor” includes the Exhibitor’s employees, agents and contractors.

“CareersXpo” means Canberra CareersXpo 2023

“Fee” means the fee payable by the Exhibitor to the Organiser to exhibit at the CareersXpo.

“Final Booking Date” means Wednesday 2 August 2023 (1 week or 7 days before the 1st day of the CareersXpo).

“Final Cancellation Date” means Wednesday 21 June 2023 (7 weeks or 49 days before 1st day of the CareersXpo).

“Force Majeure Event” means anything affecting a party outside of that party’s reasonable control, including but not limited to fire, storm or other extreme weather event, flood, earthquake, epidemic, war, invasion, terrorism, civil commotion, blockade or embargo, labour dispute, labour shortage, failure or delay in transportation or supply, or any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority.

“Organiser” includes the Organiser’s employees, agents and contractors.

PARTICIPATION AND BOOKINGS

2. Participation in the CareersXpo by the Exhibitor is subject to:
 - a. the acceptance of the Exhibitor by the Organiser at its complete discretion; and
 - b. the Exhibitor completing the booking and registration process.

Acceptance will be expressly confirmed in writing by the Organiser upon receipt of the fully completed booking form.

3. Bookings will close on the Final Booking Date unless sold out prior.
4. An Exhibitor's Booking cannot be transferred, shared with, or on-sold to another organisation without prior written approval from the organiser.
5. All Exhibitors required to adhere to COVID-19 rules, determined by the ACT Department of Health, at the time of the CareersXpo.

STAFFING OF STAND

6. The Exhibitor agrees to staff and continuously keep the Exhibitor's stand open throughout the course of the CareersXpo.

PAYMENT OF FEES

7. On confirmation of the Booking, the Organiser will issue an invoice to the Exhibitor for the Fee. If the Exhibitor fails to make full payment of the Fee by the due date on the invoice, the Organiser reserves the right to make the stand space available to other exhibitors. The Exhibitor must not occupy stand space at the CareersXpo until all Fees owing to the Organiser have been fully paid.
8. Following acceptance of the Booking and receipt of the Fee, the Organiser will issue the Exhibitor an allocated area to set up its stand at the CareersXpo. The location of the stand will be at the Organiser's sole discretion unless a specific booth location has been requested, and the Exhibitor will be notified of this location at the time of booking.
9. Invoices paid by credit card will incur a merchant processing fee of 1.5%. There is no merchant processing fee for Invoices paid by direct deposit.

CANCELLATION BY EXHIBITOR

10. An Exhibitor may cancel its Booking and receive a refund of 100% of the Fee paid, less the merchant processing charge, if applicable, subject to providing written notice of the cancellation to the Organiser by no later than the Final Cancellation Date. No refunds will be provided for cancellations made by an Exhibitor after the Final Cancellation Date, but consideration maybe given to issue a full or partial credit note.

CANCELLATION BY ORGANISER

11. Exhibitors acknowledge and agree that a large percentage of the costs of the CareersXpo have been outlaid by the Organiser up to 60 days before the commencement of the CareersXpo on 9th August 2023 and may not be recoverable by or creditable to the Organiser in the event of cancellation of the CareersXpo for any unforeseen reason including a Force Majeure Event.

12. In the event of the cancellation of the CareersXpo by the Organiser for any unforeseen reason including a Force Majeure Event prior to the Final Cancellation Date, the Organiser will refund 100% of the booking Fee paid, less the merchant processing charge, if applicable.

13. In the event of the cancellation of the CareersXpo by the organiser for any unforeseen reason including Force Majeure Event after the Final Cancellation Date, the organiser will refund a percentage (%) credit to the Exhibitor equal to the percentage (%) amount the Organiser is credited by the CareersXpo venue and the Organiser's service providers.

For the avoidance of doubt, any refund provided by the Organiser under this clause will be calculated as a percentage of the amount actually paid by the Exhibitor at the time of cancellation.

14. For any reasonable refund dispute, the organiser welcomes exhibitors to submit an application as the organiser values every exhibitor and is committed to ensuring exhibitors get the best of outcomes from the event.

15. Our Accounts Payable can be contacted at:

Phone: 0408 492 405

Email: bookings@careersxpo.com.au

CREDIT NOTES ISSUED IN 2022

16. Credit notes/prepayments from our 2022 event not previously refunded to exhibitors or outstanding will appear as a credit on the 2023 Exhibitor booking invoice.

CUSTOM STANDS

17. Any plans or request by the Exhibitor to erect a Custom Stand in the space allocated to it must be submitted in writing to the Organiser for approval by the Custom Stand Request Date. A proposed plan of the Custom Stand must accompany this request. No Custom Stands will be considered after this date.

18. The Exhibitor must ensure that Custom Stand or altered standard stand erected by the Exhibitor or Custom Stand Builder at the venue (upon approval by the Organiser):

- a. is erected/altered at the time allocated by the Organiser;
- b. complies with all directions and requirements of the Organiser at all times; and
- c. abides by the specific Terms and Conditions relating to Custom Stands, provided by the Organiser to the Exhibitor on application for a Custom Stand.

EXHIBITOR OBLIGATIONS AND CONDUCT DURING CAREERSXPO

19. The Exhibitor must not cause any obstruction to other exhibitors or public space at the venue, or modify their stand and/or floor, or set up machinery or structures on their stand without prior consultation with and approval from the Organiser. This includes, but is not limited to, the installation of coffee machines, popcorn machines or other food preparation devices.

20. Exhibitors wishing to distribute any type of food or beverage item from their stand must seek approval from the Organiser and the venue at least 8 weeks prior to the CareersXpo. Costs will apply. The Organiser takes no responsibility for allergic reactions, sickness, injury or death resulting from any food or beverages distributed by Exhibitors to attendees.

21. Exhibitors must not bring into or use in the CareersXpo venue any flame, explosive, fuel, ammunition, firearm, chemical, acetylene gas, pressure tanks, volatile, explosive or dangerous oils, compounds, liquids of substances, inflatable items (including balloons, helium or otherwise), aerosol cans or any items deemed hazardous by the Organiser. This includes, but is not limited to, electric cutting tools, knives or any other sharp implements. The Organiser reserves the right to take the appropriate action if any of these items are brought to or used in the CareersXpo venue including, but not limited to, the removal or destruction of the items. It is the Exhibitor's responsibility to ensure that any items it brings into the CareersXpo are not hazardous and should consult the Organiser if there is any doubt.

22. The Exhibitor must ensure that its activities, furniture, promotional material and signage do not interfere with the good order and safety of the CareersXpo or with any other exhibitor. Furniture and promotional material must be contained within the space allocated to the Exhibitor. Aisles and public spaces must be kept clear. The Organiser reserves the right to take the appropriate action to enforce this requirement including, but not limited to, the removal of any signage, furniture or promotional materials.

23. The Exhibitor is responsible for the safety and security of its products and stand. Material on its stand must not be left unattended at any time during the CareersXpo or during bump in or bump out. Goods are left on the Exhibitor's stand and/or Exhibitor storage area at the Exhibitor's own risk.

24. The Exhibitor must confine its activities to the space allotted to it by the Organiser. The Exhibitor is not permitted to distribute promotional material or promote its organisation anywhere other than from its own stand or such spaces as approved by the organisers. This includes venue aisles and external areas of the CareersXpo venue. The Organiser reserves the right to take the appropriate action to enforce this requirement.

25. No photography is permitted within the CareersXpo venue at any time without prior written approval from the Organiser.

26. The Exhibitor must not pack up its stand partially or totally before closing time on the last day of the CareersXpo. The Exhibitor must not leave any goods or promotional material on its stand after 5pm on the last day of the CareersXpo.

27. No stand sharing, sub-letting, or co-branding of stands is permitted without prior written approval from the Organiser.

28. The Exhibitor is only permitted to exhibit its own products or services at the CareersXpo.

29. Trolleys are not permitted in the venue while the CareersXpo is open to the public. Goods must be hand carried to the Exhibitor's stand while the CareersXpo is open to the public. Restocking of goods using trolleys must be done before the CareersXpo opens each day or after closing.

30. At bump in and bump out times advised by the Organiser in the CareersXpo timetable, all Exhibitors must wear high visibility safety vests.

31. It is the responsibility of the Exhibitor to leave the stand space clean and tidy during the CareersXpo and on bumping out. The Organiser reserves the right to charge an additional fee to the Exhibitor for the reasonable costs of any cleaning or removal of items left by the Exhibitor.

32. The Exhibitor must comply with all relevant occupational health and safety requirements and venue guidelines affecting its participation in the CareersXpo.

33. The Organiser reserves the right to refuse admission to or eject the Exhibitor or its representatives from the CareersXpo due (but not limited) to:

- a. failure to comply with these terms and conditions; or
- b. representing a security risk, nuisance or in any way interfering with the operation or integrity of the CareersXpo.

34. Exhibitors shall comply with all State and Commonwealth legal requirements as well as any rules of the venue.

SEMINARS

35. The Exhibitor may request that the Organiser allocate a seminar at a particular time during the CareersXpo. The Exhibitor accepts that seminars are at all times subject to availability and will be allocated at the Organiser's discretion.

INSURANCE

36. The Exhibitor shall affect public liability insurance of at least \$20 million for the Exhibitor's stand covering loss from public risk, fire and theft with the Organiser's interest under this clause noted on the policy, and the Exhibitor will produce the certificate of currency and the policy relating thereto on demand by the Organiser on or before the Final Booking Date.

CHANGES TO CAREERSXPO

37. The Organiser reserves the right to amend the dates or venue for holding the CareersXpo, to close the CareersXpo or vary its hours, or to vary or add to the format of the CareersXpo (including holding an online event) as is necessary or required by law, and to the extent permitted by law will not be liable for any loss to the Exhibitor arising from such a change.

38. The Organiser reserves the right to determine, amend or alter the location of the Exhibitor's stand and the Exhibitor undertakes to agree to such.

LIMITATION OF LIABILITY AND INDEMNITY

39. To the extent permitted by law, the Exhibitor releases the Organiser from any claim or liability arising (whether directly or indirectly) out of or in connection with:

- a. any loss or damage (including any consequential loss) to the Exhibitor arising out of the Exhibitor's participation in the CareersXpo; or
- b. a Force Majeure Event.

40. The Exhibitor indemnifies and holds harmless the Organiser from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on an indemnity basis) incurred by the Organiser arising out of or in connection with (but not limited to):

- a. any breach of these terms and conditions by the Exhibitor;
- b. the Exhibitor's attendance at the CareersXpo;
- c. any damage, loss, injury or death to or of a person or property due to any act or omission of the Exhibitor;
- d. any damage to the CareersXpo venue; or

e. any loss or damage the Organiser suffers due to any act or omission of the Exhibitor.

41. In the event that any additional provisions are implied into these terms and conditions by the Competition and Consumer Act 2010 or any other law or regulation in force throughout Australia from time to time, to the extent permitted by law, the Organiser's liability will be limited to the remedies required of the Organiser under the applicable law or regulation.

CHANGES TO TERMS AND CONDITIONS

42. The Organiser reserves the right to amend the terms and conditions from time to time but will not amend the terms and conditions that were signed by the Exhibitor at the time of their Booking unless agreed in writing by both parties.

43. If a provision (or part of it) of these terms and conditions is held to be unenforceable or invalid, then to the extent possible the provision will be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by the applicable law.

GOVERNING LAW

44. These terms and conditions are governed by the laws of the Australian Capital Territory, Australia. The parties hereby submit to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory, Australia.