

**2017**

***Lion Foundation Rotorua Marathon, ASICS Expo Terms & Conditions***

***1.0 General***

Athletics NZ are the organisers of the event “the organisers”.

1.1 The organisers shall be the sole judge of whether the following items have been adhered to in a proper manner. The decision of the organisers shall in all respects be final and conclusive. If, in the sole opinion of the organisers, a serious breach of these terms and conditions has taken place, an exhibitor may be declined entry to site pre or during event with immediate effect. In such a case all fees paid or due to the organisers shall be forfeited.

The organisers reserve the unrestricted right to make such rules or orders for the proper conduct of the exhibitors, as circumstances may warrant, either before or during the event.

***2.0 Booking an Expo Site***

2.1 All applications for expo sites should be made promptly on the application form provided. Fully completed bookings will be processed on a first come first served basis.

2.2 The venue floor plan is indicative and may be altered depending on sales. Organisers reserve the right to alter the site plan if considered necessary.

2.3 Only non-food products preapproved by the organisers as not being in direct conflict with the current Expo Sponsors’ products shall be displayed and sold at the Expo.

2.4 Only food products preapproved by Compass-Group, the Rotorua Energy Events Centre, caterer, can be sold at the venue.

2.5 A high standard of display is required.

***3.0 Payment Schedule***

3.1 An invoice will be issued to exhibitors on confirmation the products and services on the Booking Form have been accepted. A deposit of \$100 must be paid by the 20<sup>th</sup> of the following month. Any balance must be paid in full by 1 April 2017.

3.2 If for any reason the exhibitor fails to make any of the nominated payments by the due dates, the organisers may proceed to re-let the site without being liable to account to the exhibitor for any sum already paid or due from them.

The exhibitor will continue to be contractually liable for any outstanding funds. Any costs incurred by the Organisers relating to the third part collection of outstanding fees will also for the account of the exhibitor.

3.3 Site fees must be paid in full before site occupation can take place.

***4.0 Cancellation/Refunds***

4.1 If the event is cancelled by the organisers for reasons within their control, site rental monies paid by each exhibitor will be returned in full. If the event is cancelled for a reason outside the organisers control such as an act of god including weather, earthquake, natural disaster, then the organisers will only be required to refund 80% of the site booking fee paid.

4.2 If site(s) are cancelled by the exhibitor, at any time after the contract has been signed and products accepted, then all site fees paid, will be forfeited and the exhibitor will continue to be contractually liable for any outstanding funds. Any costs incurred by the organisers relating to the third part collection of outstanding fees will be for the account of the exhibitor.

4.3 In all cases, cancellation must be confirmed in writing.

4.4 If the products to be sold, do not get preapproval from Athletics NZ or Compass-Group, then any fees paid will be refunded and this contract at an end.

***5.0 Subletting***

Subletting of any site is not permitted.

## **6.0 Cooperation**

No exhibitors shall permit their expo site to be used in such a manner as to conflict with the purpose of the organisers or the rights of other exhibitors. In the event of any dispute arising between exhibitors such disputes shall be given consideration, and the decision of the organisers shall be accepted by all parties as final and conclusive in all respects.

## **7.0 Power**

7.1 Under no circumstances can exhibitors plug directly into the venue as it needs to be installed by a qualified electrician.

7.2 All equipment both inside and outside the venue is to be tagged and certified to draw power from the venue to the exhibitor's sites due to OSH reasons. Power will be provided to each site if required.

## **8.0 Noise**

Exhibitors may not use amplifiers and loud speakers on their expo site.

## **9.0 Promoting Your Site**

Exhibitors have the right to advertise within the confines of their own site, but the organisers reserve the right to prohibit any such advertising material or equipment which obstruct aisles, interferes with or obstructs neighbouring sites or is, in the opinion of the organisers, a source of annoyance to others. No exhibitor, or employee thereof, may canvas other than from within the boundaries of their own expo site. Advertising and promotion in car parks on site is prohibited.

## **10.0 Selling of Food**

10.1 General Exhibitors are not permitted to distribute food from their expo site without prior written approval from the organisers as any food products will need preapproval from Athletics NZ and/or Eurest.

10.2 Only approved food distributors will be permitted to sell food in designated food areas. Such food distributors must comply with all legal and local authority regulations in order to handle, prepare, sell or display food.

10.3 All exhibitors, with food of any kind that is for consumption in the venue, may require a Rotorua market stall licence. It is the exhibitor's responsibility to ensure they hold the appropriate licence and evidence of will be required to be produced to the organisers before the event. Evidence can be provided by a copy of the licence or registrations number. If registration is required and not provided, the exhibitor will be prohibited from selling on site.

## **11.0 Security**

11.1 Venue security staff will be present at all times whilst the doors are open providing a level of security for the general expo area however exhibitors remain responsible for the security of their site during public opening hours.

11.2 The venue is locked outside of set up, expo and pack down times. Exhibitors are welcome to leave goods on site at their discretion.

## **12.0 Photographic Rights and Media Coverage**

Photography (still and video) taken by representatives of the organisers or accredited media during the event will remain the property of the organisers and may be used for promotional purposes.

## **13.0 Health and Safety**

13.1 All exhibitors must comply with the requirements of the Health & Safety Act 1992. All practical steps must be taken by exhibitors to ensure the safety of their staff and the public.

13.2 No dangerous goods shall be brought into the venue without the express written permission to do so, prior to set up.

13.3 In compliance with the NZ Building Code (C3/ASI Table 4) exhibitors are informed that curtains, drapes or backdrops are to be restricted to fire retardant materials with a flammability index no greater than 12. Further information may be obtained from the Building Inspectors Department of the local council.

13.4 All exhibitors and contractors working on site need to familiarise themselves with Health & Safety procedures of the venue, these are available from the organisers.

13.5 All food vendors if cooking with a naked flame require a tagged and certified fire extinguisher

#### ***14.0 Theft, Damage or Loss***

14.1 Exhibitors are required to provide supervision for the whole time that the expo is open to the public. It is requested that all displays, fixtures, fittings and equipment shall be adequately insured.

14.2 Each exhibitor is recommended to hold appropriate public liability insurance.

14.3 Under no circumstances will the organisers accept any responsibility whatsoever for any loss, damage or theft to any exhibitors' display, property or equipment by any cause or means whatsoever.

#### ***15.0 Consequential Loss***

Athletics NZ shall not be liable for any consequential loss which may arise out of any association with the organisers or the event.

#### ***16.0 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 enforced at the time of the expo. All exhibitors must comply with all provisions of the Health & Safety in Employment Act (1992).

#### ***Additional Information***

##### ***Competitions or Contests***

Each exhibitor is welcome to run competitions or contests however entry to them must be free of charge. No fundraising shall be run without the written approval from event organisers.

##### ***Expo Hours: Friday 5 May 2017 2pm to 9pm***

##### ***Saturday 6 May 2017 6.30am to 4pm***

Exhibitors must not remove items from their site until after 4pm on the Saturday of the expo weekend.

##### ***Partitions***

Partitions (2.3m high) will be provided and positioned vertically on the back and side boundaries of each site. Promotional material can be stuck to these partitions using Velcro dots or strips. Expo Exposure

##### ***Pack in or Setup Access***

The venue will be open for set up on Friday 5 May 2017. This information will be supplied to you closer to the date, but as a general guideline the time will be from 8am to 1pm Friday.

##### ***Pack Out***

Pack out must not commence before 4pm on Saturday 6 May 2017 and must be completed by that night by 6pm.

All exhibitors' property must be removed from the venue by 6pm on Saturday 6 May 2017 of the expo weekend. Any property remaining at the venue after this time will be removed at the exhibitor's expense. Exhibitors will be responsible for ensuring their site is left in its original condition