EXHIBITOR TERMS AND CONDITIONS

By making a booking of an exhibitor booth at the venue (Venue) of your choice at The Great ECE Expo and paying a fee for the booth space (Exhibition Fee), you (the Exhibitor) are entering into an agreement between 4E's Limited (Organiser) and agree to the following terms, which include by reference the Exhibitor Terms and Conditions as found on The GREAT ECE Expo website: www.eceexpo.nz

1. BOOKING AS AN EXHIBITOR

1.1 All Bookings must be made on the Exhibitor Application Form on-line or scanned via email and will be confirmed within 5 business days via a confirmation e-mail.

2. PAYMENT TERMS

2.1 Deposit: A 50% deposit of the total Exhibitor Fee must be paid within 5 business days of confirmation of acceptance to a reserve space. Applications submitted after the 1st of February 2019 must include full payment by electronic transfer to secure the space.
Alternatively, a 25% deposit can be made with 3 consecutive quarterly payments of 25% following.
Or a 25% deposit can be made with a monthly payment plan following.
If balance is not received by the 1st of March 2019 and no prior arrangements have been made, the reserved exhibition space deposit will be forfeited and the space made available for resale.
2.2 Exclusions from Exhibitor Fee: The Exhibitor Fee does not include insurance, cleaning, loading and handling of equipment, staff, telephones, exhibit dressing, advertising or promotional material other than what is paid for directly to the Organiser via agreement.

3. CANCELLING A BOOKING

3.1 Cancellations/Refunds: All cancellations must be submitted in writing and refunds are at the pure discretion of the Organiser. In the event of an Act of God, natural disaster, fire, rain, wind, storm or any other unforeseen event or catastrophe, the Organiser are not obliged to refund any part of Exhibitor Fee or other monies. All refunds are at the sole discretion of the Organiser.
3.2 Cancellation to be made in writing: Any cancellations must be made in writing or by email to Organiser at the address specified on the website.

4. ALLOCATION OF BOOTHS

4.1 Allocation of booths: Booths will be allocated on a 'first come, first served' basis after priority for maximum exposure is given to sponsors.
4.2 Alteration of Floorplan: The Organiser reserves the right to amend the floorplan or alter the exact location of the booths within the floorplan to accommodate sales. The Organiser will endeavour to consult with the exhibitors who are directly affected whenever possible and the Exhibitor undertakes to agree to such alteration(s).

5. SPECIFICATIONS OF THE EXPO BOOTH/SPACE

5.1 Standard booth dimensions: Standard booth space sizes at all Venues are 2.4m x 2.4m. Market Stalls are 1.8m in length with only a back wall panel. Booths include Black Velcro receptive wall panels, 4 way 10amp power to the sight and a double sided ID fin with company name and logo.
5.2 Special booth/stand requirements: The Exhibitor must advise the Organiser of any special requirements at least 3 weeks prior to the Expo date. All special requirements are subject to approval from the Organiser.

6. OBLIGATIONS AS AN EXHIBITOR

6.1 Responsibility: It is the Exhibitor's responsibility to educate attendees about the industry/product/service they represent in the most positive, competent, articulate and professional manner possible. Business casual attire is appropriate (we recommend wearing comfortable shoes).
6.2 Not Permitted: Alcohol, illegal drugs, smoking, disruptive and/or disrespectful behaviour are prohibited.
6.3 General: The Exhibitor must ensure that:
(a) the booth is fully staffed and continually kept open throughout the course of the Expo;
(b) walkways are kept clear at all times;
(c) the space is kept clean and tidy and free from rubbish at all times;
(d) business is conducted in an appropriate manner from the booth considering the Venue, Organiser, other exhibitors and visitors.

6.4 Arrangement of displays: The Exhibitor is required to arrange his/her/its displays so as to not obstruct the general view or conceal other exhibits. No signs or banners are to be placed outside of the booth assigned to each exhibitor. Exhibit personnel may not stand in the aisles or hand out materials, flyers or bags in the aisles of the Expo and must do so only within the allocated booth area.
6.5 Disturbance: Loud speakers, radios, televisions or the operation of any machinery or equipment which is of sufficient volume to be distracting to neighbouring exhibitors or Expo attendees are not permitted. Public address systems used to attract the attention of visitors passing near the Exhibitor's booth are also not permitted.
6.6 Fund Raising: Fund raising for non-profit groups or charities will be permitted only with written permission from the Organiser.
6.7 Displaying Products: If the Exhibitor is displaying products or any material which is determined, in the Organiser's discretion, to be inappropriate, including, for example, materials that are offensive, disparaging or discriminatory will be asked to remove its products or exhibit.
6.8 Materials and Packing: All materials used in the Expo must be non-flammable and non-conforming materials must be removed immediately from the Venue. All packing containers are to be removed from the Expo floor and must not be stored under tables or behind displays. The organiser will endeavour to provide space for storage of boxes but this is not a guarantee.
6.9 No Substitution/Sublease: The Exhibitor may not substitute him/her/itself or sublease booth space.
6.10 Exhibitor responsible for own property: The property of the Exhibitor is deemed to be under his/her/its custody, control and oversight at all times, including in transit to and from the Expo and within the confines of their booth. The booth, materials, displays and equipment should not be left unattended at any time. The Exhibitor is wholly responsible for the security of his/her/its materials during set up, Expo hours and pack out/dismantling.
6.11 Liability: The Organiser accepts no responsibility whatsoever for any loss of or damage to or theft of property (including materials, displays and equipment) belonging to the Exhibitor.

7. SET-UP/PACK-IN AND PACK OUT/DISMANTLING

7.1 Set-up: Set-up times will be as follows for each venue:
Christchurch 12.00pm-4.00pm Pack in 8th March 2019
Auckland 12.00-4.00pm Pack in 22nd March 2019
7.2 Set-up: These times must be adhered to unless a specific time outside of the allocated times has been requested in writing by the exhibitor and granted by us.
7.3 No-Show: If the Exhibitor does not arrive (or call the Organiser) by 8am on the first day of the event, his/her/its booth space(s) will be given to a wait-listed exhibitor and the Exhibitor will not receive a refund, unless prior arrangements have been made with the Organiser.
7.4 Dismantling: Booth dismantle does not occur until after the Expo closes; exhibitors must not disrupt the Expo by dismantling early. The Exhibitor must take care when installing/dismantling his/her/its equipment and stand as not to cause damage to the Venue carpet, walls, floor and booths, including all panels, fascia and lighting
7.5 Pack Out deadline: All exhibits must be packed out by 6.00pm on the final day of the Expo (unless prior arrangements are made with the Organisers).
7.6 Couriers and transportation of equipment etc. The Exhibitor is responsible for arranging couriers and transportation of exhibition equipment and exhibits to the Expo.
7.7 Storage of equipment etc. The Exhibitor must make his/her/its own arrangements for storage of exhibits and equipment prior, during and after the Expo.
7.8 Responsibility for loss/damage if caused: The Exhibitor will be solely responsible for the cost of remedying any damage and repairs howsoever caused to the Venue carpet, walls, floor and. All property damaged or destroyed by an Exhibitor must be replaced to its original condition at the expense of the Exhibitor.

8. HEALTH & SAFETY

8.1 Legal Compliance: All exhibitions must meet current Building Act 2004, Health & Safety in Employment Act 1992 and New Zealand Fire Safety regulations.
8.2 Venue Compliance: The Exhibitor must, at all times, comply with the Venue's regulations and policies including for example a strict a no smoking and any other laws applying to the Venue.

9. INSURANCE REQUIREMENTS

9.1 Exhibitor to indemnify: By completing and submitting the Exhibitor Application Form, the Exhibitor agrees to indemnify and hold harmless the Organiser and the Venue from all claims, demands, damages, and liability of any kind, including loss, damage or destruction of property, breach of contract, injury, negligence, abuse or wilful misconduct on the part of any party.
9.2 Organiser does not insure: Neither the Organiser nor the Venue owners provides insurance for the benefit of exhibitors. Exhibitors who wish to carry insurance on their property or for any other purpose must do so at their own expense.
9.3 Exhibitor to insure: The Exhibitor, at its sole expense, must take out all necessary insurance, including Public Liability insurance for a minimum indemnity of $1,000,000.00. The Organiser may ask for a copy of the insurance policy at any time.

10. PRIVACY OF PERSONAL INFORMATION

10.1 Privacy Act 1993: The Organiser complies with the Privacy Act 1993. Booking a space deems consent to receive promotional material about the Expo and the Organiser's products. The Organiser will only pass on Exhibitor's information to third parties for the sole purpose of organising the Expo. If the Exhibitor wishes to opt out of receiving such information please indicate on the Exhibitor Booking Application.
10.2 Access to personal information: All personal information provided by exhibitors on the Exhibitor Application Form will be held by the Organiser. Under the Privacy Act 1993, exhibitors have the right to access and correct their personal information.

11. MARKETING OF THE EXPO

11.1 Official Programme: The Organiser may produce an official programme listing exhibitors for the Expo and will feature all exhibitors on the Expo website. The Organiser accepts no responsibility for any mis-description or any other error. The Organiser gives no warranty as to the type or extent of the promotion of the Expo or as to attendance numbers at any Venue.
11.2 Consent to use image: By making a booking for a space the Exhibitor gives consent to the Organiser to take and use photographs, images and any video footage of the Exhibitor, or the space during the Expo for any of the Organiser's promotional purposes in perpetuity in any media without any payment to the Exhibitor.
11.3 Exhibitor use of photos etc. for marketing purposes: The Exhibitor is permitted to take a reasonable number of photographs for his/her/its own promotional and marketing use provided that the Exhibitor does not infringe the Organiser's intellectual property rights it holds in connection with the Expo.

12. BREACH OF TERMS AND CONDITIONS

12.1 Unsuitable exhibits: The Organiser has the right to prohibit, prevent or remove any part of any exhibit deemed unsuitable or inappropriate for the purpose of the Expo.
12.2 Failure to comply: In the case of any failure of any Exhibitor to comply with these terms and conditions, the Organiser may cancel the Exhibitor's booking or may, during the staging of the Expo, eject any Exhibitor from the Venue. No refund or compensation will be payable to the Exhibitor if cancellation or expulsion occurs.
12.3 Consequences of ejection: If the Exhibitor is ejected from the Expo Venue, or their booking is cancelled, the Exhibitor will then be prohibited from occupying any booth space. If the Exhibitor is at the time occupying a booth, the Exhibitor must immediately remove all his/her/its exhibits from the Venue in accordance with the Organiser's directions. The Exhibitor will be responsible for all costs incurred by the Exhibitor and the Organiser in enforcing this clause 12.

13. GENERAL

13.1 Governing Law: These terms and conditions are governed by the laws of New Zealand.
13.2 Intellectual property: 4E's Limited or The Company as applicable, own, or exclusively license in New Zealand, all intellectual property rights (including patents, copyright, designs (registered or not), trademarks (registered or not) and service marks) in or relating to the Products and the naming rights to the "The GREAT ECE EXPO". The Exhibitor agrees at all times to respect the validity and ownership of such rights and the goodwill attached to those rights and not to do or omit to do any act or thing or allow any act or thing to occur which may put in jeopardy the validity or ownership of those rights.
13.3 Exhibitor liable for losses: The Exhibitor will be liable to the Organiser for all losses, unpaid accounts, interest, damages, costs, charges, fees and expenses incurred by the Organiser as a result of the Exhibitor failing to comply with non-assignment provisions of these terms and conditions.
13.4 Alterations to terms and conditions: The Organiser reserves the right to alter these terms and conditions at any time and for any reason.
13.5 Alterations to dates of Expo: The Organiser reserves, in its absolute discretion, the right to alter the date with reasonable notice or with reasonable reason.

AGREEMENT OF TERMS

I confirm that I have read and agree to the terms and conditions stated above.

Name:		
Organisation:		
Signed:		Date: