

EXHIBITOR TERMS & CONDITIONS

Conflict of Interest

Exhibitors must not promote or sell any item or service that is reasonably considered by Gold Coast Marathon (GCM) to be in conflict with existing sponsors or service contractors of the event. Exhibitors must supply details of their sale and exhibition items in the Exhibition Booth Booking Form. GCM reserves the right to accept or decline any exhibitor or product/ service they are offering.

Restrictions

Restrictions apply to the retailing of athletic footwear, GPS watches, pain relief, electrolyte, and water product categories. Gold Coast Convention and Exhibition Centre (GCCEC) have exclusive rights to the sale of food and beverage. No exhibitor or person shall bring into a licensed area, distribute or giveaway any item of food or beverage to visitors within the GCCEC without prior written approval from GCCEC Management. Any food sampling must be of bite size and sampling must be free, not sold to the public. All food and beverage sampling does require approval 14 days prior to the event. Charges may apply depending on the items. For more information on the GCCEC sampling policy, please visit www.gccec.com.au or contact the venue on 07 5504 4028 or exhibitorservices@gccec.com.au

Merchandise

GCM has granted the merchandising rights for the GCM to an Official Merchandiser. The Official Merchandiser has the exclusive right to sell the Licensed Product which carries the GCM logo and/or any acronym of GCM. This product range includes a large number of souvenir merchandise items. Any exhibiting company's products must not conflict with the Official Merchandiser. Products for sale, giveaways or displays at the ASICS Sport & Leisure Expo must be approved by GCM prior to the event.

Furniture and Fittings

GCM will provide the exhibitor with the items specified in the Exhibition Booth packages and exhibition floor space. Furniture and fittings in addition to what is provided as part of the Exhibition fee can also be arranged and can be ordered via the Exhibitor Booth Booking Form from the expo supplier.

Power and Lighting

Power is supplied as part of the Exhibition fee. 240-volt, single-phase power (4amps) is available. If you require more power, please outline your needs upon booking. Standard lighting is included in each site. You will be required to provide your own extension leads with all cords and electrical devices displaying a current appliance test tag. Cords and electrical leads that are not displaying a current appliance test tag will be deemed to be non-compliant and their use will not be permitted. Organisers will not provide replacements. GCCEC has a policy that all non-essential power within the exhibition space must be switched off overnight and the GCCEC (not the event organisers) will charge the exhibitor an "increased power consumption" charge of \$100 for any breaches.

Excessive Noise

Exhibitors must ensure that any noise levels emanating from their site will be at a level that is considerate of others.

Security and Risk

The exhibitor acknowledges that while all care is taken, GCM shall not take any responsibility for any loss or damage to any exhibitor's stock, equipment, reputation or goodwill that may result for whatever reason either before, during or after this event. The organiser does not provide overnight security of the exhibition space and security of the exhibitors' property is the responsibility of the exhibitors at all times. GCM recommends that the exhibitor has in place all appropriate insurances and takes all reasonable precautions in regard to the safekeeping of valuables.

Damage

Exhibitors must not adhere or affix to, write on, screw into, hammer or modify the supplied structure. Nor shall any exhibitor insert any item under the surface of the booth without first seeking permission. If damage is made to any equipment or property associated with the event by the exhibitor, the exhibitor is liable for such damage and should inform the GCM office immediately.

Insurances

The Exhibitor shall take out public liability insurance with a limit of liability of no less than \$20 million and will indemnify the organizer, its agents, servants, contractors and employees from all actions, claims, demands, losses, damages, costs and expenses arising from the exhibitors use of the site and in particular but without limiting the generality of the foregoing against any loss, damage or injury from any cause whatsoever to the property of person caused by or contributed to by the use of the site by the exhibitor or any servant, agent or other duly authorized by the exhibitor whether such loss, damage or injury occurs on the site or not and whether caused by any act, omission, neglect, breach or default of the exhibitor or any other person. Exhibitors are required to provide a copy of their public liability upon booking to secure the exhibition space. The exhibitor shall ensure their liability (including Common Law liability) as required in compliance any applicable Workers Compensation Statute or Regulation to their employees. The exhibitor shall ensure that any subcontractors it appoints comply with all Workplace Health and Safety requirements, payment of correct Workcover premiums and currency of Workcover insurances, have all insurances at least equal to those specified that the exhibitor must hold in this agreement including Public Liability insurance, and comply with all obligations in relation to a Principal Contractor relationship with the exhibitor if applicable.

Force Majeure

No party is liable for any failure to perform or delay in performing its obligations under this Agreement (other than any obligation to pay money) if that failure or delay is due to anything beyond GCM's reasonable control including fire, storm, flood, wet weather, earthquake, explosion, war invasion, rebellion, sabotage, pandemic and epidemic. If that failure or delay exceeds 30 days, the other party may terminate this Agreement with immediate effect by giving notice to GCM. Neither party shall be liable to the other for any breach of any term of this Agreement if such breach arose by reason.

Cancellation and Refund

Cancellation of the site by the exhibitor can be made up until 1 June 2023 inclusive, however, a cancellation fee of equal to 50% of the booth costs will be charged. Any cancellation after 1 June 2023 will incur a cancellation fee equal to 75% of the booth costs. GCM maintains the right to cancel any booking that has not paid in full or has not submitted a Public Liability Insurance Certificate after 1 June 2023 and will charge a cancellation fee accordingly. The organiser reserves the right, if it considers it to be expedient or desirable to do so, to cancel or to postpone the operation of this agreement by notice in writing in the event of any occurrence or happening which in the opinion of the organiser justifies it in so doing. If the cancellation is due to a breach of this agreement, then GCM reserves the right to retain monies paid.

Health and Safety

Exhibitors must comply with all relevant Health and Safety regulations. Exhibitors agree to rectify immediately any Health and Safety breaches identified by the organiser, the GCCEC or the organiser's delegated officer. The organiser reserves the right to close the Exhibitor's booth if a serious breach of Health and Safety is not immediately rectified. All materials used by Exhibitors at the exhibition are to be not readily ignitable and if combusted not emit toxic fumes.

Specific Exhibition Booth Information

The GCM will determine the final layout of the exhibition and exhibitor booths. Expo holders will nominate a zone and may select an optional corner booth option. The event organisers will allocate final booth positions within the zone. The exhibitor must not extend items outside the booth space unless prior agreement has been obtained from the organiser. The exhibitor shall not display materials that may be considered offensive by the event organizers. Exhibitors cannot sub-let to other parties without permission of the organiser and exhibition booths must be left in a neat and tidy condition at all times.

Marketing & Promotion

I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, statements or otherwise, without payment or compensation and agree that I will reasonably expect to receive marketing material, such as SMS, e-news and entry forms, from Events Management Queensland and sponsors regarding its events.

Storage Policies

No additional storage is provided with Expo booths unless this has been ordered and paid for prior to bump-in. If you do not purchase storage and only use the space available in your booth, any boxes or other packing materials must be covered and not seen by the public. If you would like to purchase additional storage, please contact GCM to discuss options and to receive a quote.

General

I consent to my details being disclosed to parties necessary in the conduct of the Expo. Exhibitors agree that they will adhere to bump-in and bump-out times and the expo booth will be fully staffed and operational for 15 minutes prior to and 15 minutes after the advertised public opening and closing hours.