

# CONDITIONS OF PARTICIPATION

## 1. General

By submitting the Trade Site Booking Form exhibitors agree to the Conditions of Participation in the Whangarei A&P Show. The Society reserves the right to make rules or orders for the proper conduct of the Show as circumstances warrant, either before or during the Show.

## 2. Co-Operation

No exhibitor can use their site in such a manner as to conflict with the purpose of the Show or the rights of other exhibitors. The Show Manager, or appointed delegate of the Whangarei A&P Society, has the power to enter an exhibitors site at any time and remove any article, sign, picture or printed matter which in their opinion may cause offence to the public, or is not in keeping with the requirements of the Society. In the event of a dispute arising between exhibitors, this can be put in writing to the Society and the decision of the Society will be accepted by all parties as final.

## 3. Application for Display Space

Whangarei A&P Society may accept or decline any application for exhibiting rights. No sub-letting of sites is permitted.

Whangarei A&P Society will allocate sites, endeavoring to offer clients the first option of the same site each year, or as close as possible depending on the Show layout. Animated and interesting displays in keeping with the overall theme of the Show will be given preference.

## 4. Exhibitor Cancellation

Any cancellations received prior to booking closure date will receive a 75% refund. Cancellations after closure will receive no refund. However, if the Show is unable to proceed due to restrictions relating to COVID 19, exhibitors will be refunded site fees less an administration fee.

## 5. Theft, Damage or Loss

Whangarei A&P Society will take all reasonable care but will not be responsible for any loss or damages incurred. Exhibitors are required to provide supervision to their own equipment and stock, and these must be adequately insured. Agreeing to the conditions of participation indemnifies the Society against any claims in relation to loss, damage, theft, allocated space and the action and conduct of employees. The Society shall not be liable to the exhibitor for any compensation whatsoever resulting from the cancellation or postponement of the Show.

Any money refunded as a result of postponement will be at the Society's discretion.

## 6. Legal Requirements & Health and Safety

Exhibitors must follow the instructions of Show Officials. It is the responsibility of exhibitors to ensure their exhibit complies with legal, national and local government requirements including the Health & Safety at Work Act 2015. Exhibitors are responsible for briefing all staff and volunteers working on their site regarding the Health and Safety planning and monitoring of their site. The Show Manager reserves the right to order immediate removal from the Showgrounds any exhibit considered dangerous, offensive, or unmanageable. All walkways must be kept clear and no dangerous equipment or chemicals accessible to the public. NO exhibits are to be removed from the Showgrounds before 4.30pm on Show day.

## 7. Advertising, Competitions or Contests

Exhibitors have the full right to advertise within the confines of their own site but cannot distribute any printed material from any other location on the Showgrounds. No Hawking or canvassing consumers from other sites - sell from your site only. Raffle tickets can be sold by not for profit organisations providing it is done from their site and only with prior approval from the Society. Exhibitors running any form of competition must gain approval prior to the Show. Competitions or contests must be free of charge to Show patrons.

## 8. Force Majeure

The Society will not be liable for any delay or failure to fulfil its obligations resulting from a Force Majeure Event. The exhibitor acknowledges that any reimbursement of any fees paid where a Force Majeure Event disrupts the Show is at the Society's discretion. The Society will determine whether or not to refund in whole or in part, any payment made by the Exhibitor - or waive any payment the Exhibitor is liable to make under these terms. (Force Majeure means any event/occurrence beyond our reasonable control including but not limited to acts of God, public enemy, flood, earthquake, storm or the like and which could not have reasonably foreseen or taken reasonable measures to prevent.)

## 9. Publication of Participation

Whangarei A&P Society reserves the right to take and use photos and to release the name of all participating businesses and individuals, to media groups, promoting the Show.

## 10. Alterations to Site Plan

The site plan may be altered or amended as and where considered necessary.

