

Exhibitor Terms and Conditions

AGREEMENT

1. This Agreement encompasses the foregoing clauses and in conjunction with the Application forms, constitutes the full Agreement between the parties. The parties to this agreement are the Lucindale Lions Club Inc. (ABN 21 796 373 533), represented by their subcommittee; the South East Field Days Committee (henceforth known as the 'Committee') and the Exhibitor, and if applicable their Site Sharer, to the exclusion of all others.

2. This Agreement supersedes all prior or contemporaneous agreements, representations and understandings.

ACKNOWLEDGMENT OF RIGHTS

3. The Exhibitor hereby acknowledges that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, and will not acquire any right, title, or interest in or to the South East Field Day's Program (henceforth known as the 'Program'), except as expressly set forth in this Agreement. The Exhibitor will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or create or attempt to create a substitute or similar service or product through use of or access to the Program or South East Field Day's Website; www.southeastfielddays.com.au (henceforth known as the 'Website') or proprietary information related thereto.

4. The Exhibitor's rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to the Lucindale Lions Club Inc.. However, the Committee may assign this Agreement to any person at any time without notice.

ADVERTISING

5. The Committee will be promoting the two-day event through: major rural papers, most regional papers, television, radio, public notices, DL cards, posters, our Website and our Program.

6. The Committee's Program is the only program permitted within the Yakka Park boundaries and is the only program distributed at the gates of Yakka Park to all customers at the South East Field Days (henceforth known as the "Field Days"). It is the Program of the Lucindale Lions Club Inc., which means proceeds from advertising go towards helping the local community. If you wish to advertise in the Program you can either Book Online through our Website or refer to pages 18, 22 & 28 of the Prospectus.

7. Program Advertiser Applications must be made with payment and proof in PDF format, and forwarded to the Secretary of the Committee no later than 24th January, 2020. Advertisement Applications will be allocated on a first come first served basis until all spaces are filled. Applications past this date will not be accepted. The Committee, publishers and producers of the Program will not be liable for any inaccuracies within the advertisement. Cancellations by the Advertiser after the 24th January, 2020 will not be refunded.

8. Exhibitors or affiliates are not permitted to use the Lucindale Lions Club Yakka plant logo in any of their advertising without express permission from the Committee. Any use without consent will be deemed a breach of copyright.

AIRSTRIP

9. All weather airstrip, 1,000m, 36° 58.42s, 140° 21.04E. C TAF 126.7. Contact Naracoorte Lucindale Council on (08) 8760 1100.

ALLOCATION OF SITES

10. Sites are allocated as the Applications are processed. With exception of some sponsorship agreements, the Committee DOES NOT reserve sites from year to year. However, if an Application is received early enough, the Site Steward will do their best to accommodate any request regarding the site position (e.g. the same site as last year).

11. Once an Application for Exhibitor Site is finalised; Tax Invoice, Admission Tickets and a map showing the site location will be mailed prior to the commencement of the Field Days.

APPLICATIONS

12. Applications will only be processed if they are complete and accompanied by full payment.

13. The Committee has the sole discretion to provide the terms of payment. Unless otherwise agreed, payment must first be received by the Committee prior to the acceptance of an Exhibitor's order. Unless credit terms have been agreed upon, payment for the products shall be made by Mastercard or Visa Card, cheque or electronic transfer (EFT). If you wish to pay by EFT please contact the Secretary for details. The Committee is not responsible for pricing, typographical, or other errors in any offer and reserves the right to cancel any orders arising from such errors.

14. Exhibitor Site Applications and payment must be made to the Secretary of the Committee no later than 2nd December 2019. An early bird discount of \$40 per site will apply before 2nd December 2019, if full payment is received. Cancellations by the Exhibitor

before February 29th 2020 will be refunded in full via direct deposit less a 10% administration fee. There will be no refunds after February 29th 2020.

15. All Exhibitors must pay a compulsory administration fee of \$30.

16. Applications finalised after 24th January 2020 will not be included in the Program.

17. The Committee has sole discretion to cancel or refuse any Application. If your Application is refused or cancelled by the Committee prior to 18th March 2020 a full refund of site fees will be given via direct deposit. The Lucindale Lions Club Inc. will not be liable for any incidental costs incurred to the Exhibitor as a result of the refusal or cancellation.

18. The Committee reserves the right to refuse any entry of any Exhibitor or refuse to allot space to any Exhibitor, if in the opinion of the Committee there is any infringement on any of the conditions of this Agreement and/or if the Exhibitor does not occupy the space at the commencement of and during the full period of the said Field Days.

19. If the Committee refuses entrance, or refuses to allot any space to any Exhibitor, or having allotted any space to any Exhibitor refuses to permit the Exhibitor to occupy that space, the Committee shall not be liable to pay the Exhibitor compensation on the grounds of loss of profits or otherwise, in respect of such cancellation, reallocation or suspension of the said space.

CATERERS

20. Caterers are selected by invitation only. To be considered, you must contact the Secretary at which time she will add you to the waiting list.

21. Caterers are to source, store and chill their own supplies.

22. Caterers must provide their own rubbish bins.

23. Grey water containers will be supplied.

24. We would appreciate your early booking. If no expression of interest has been received by 20th December, 2019, your site will be reallocated.

25. Caterers must comply with *Food Act 2001* and *Australia New Zealand Food Standards Code*. The Environmental Compliance Officer will be present at the Field Days.

CASH FACILITIES

26. As there are no banks in Lucindale, only agencies with very limited cash on hand, please ensure that you bring sufficient change with you. There is an EFTPOS agency on site to withdraw funds, but they are unable to serve your change requirements.

CHARGES

27. GST has been included in all prices for 2020 Field Days.

28. All bookings of 14 or more outdoor large sites will receive 20 sets of complimentary passes and a full page colour advertisement in the Program.

COMING FIELD DAYS' DATES

29. 2021 – March 19th and 20th

30. 2022 – March 18th and 19th

COMPLIMENTARY COURIER SERVICE

31. Available between 12noon - 5pm Friday and Saturday. Tickets and instructions are available at Secretary's Office Exhibitors to collect them upon arrival.

COMPLIMENTARY FACILITIES FOR EXHIBITORS

32. Complimentary facilities for Exhibitors include:

- Crane and Telehandlers for setup
- Courier service
- EFTPOS
- Rubbish removal daily
- Exhibitor car park
- Watered sites
- Water delivery
- Security

CONFIDENTIALITY

33. The Exhibitor agrees not to disclose information obtained from the Field Days, and or from the Lucindale Lions Club Inc. clients, advertisers and suppliers. All information submitted to by an end-user customer pursuant to this Agreement is proprietary information of Field Days. Such customer information is confidential and may not be disclosed.

COUNTERFEIT PRODUCTS

34. Counterfeit products are strictly prohibited at the Field Days. Sale and manufacture of counterfeit products is a breach of the *Fair Trading Act* (SA) and a crime under the *Customs Act* (Cth). If you suspect a fellow Exhibitor of selling counterfeit products during the Field Days, please inform the Secretary's Office immediately and the police will be asked to investigate.

CRANES AND TELEHANDLERS

35. Registered crane and telehandlers available on Wednesday 18th and Thursday 19th March from 8.00am. Enquiries to Secretary's Office. No cranes or telehandlers will be available before this date. Also, no machinery etc can be delivered to the field day site before the above date. Exhibitors who require a forklift

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or crane on Sunday must make prior arrangements; telehandler (08) 87667001, crane (08) 8762 2379.

DISPLAYS

36. To assist Exhibitors with the erection of their displays Committee members will be present at the field day site on Wednesday 18th and Thursday 19th March, between 9.00am and 5.00pm. The Davey Gate opens 7.00am Friday and Saturday.

37. Indoor Exhibitors can arrange their displays Thursday 19th March from 9.00am to 7.00pm.

38. All Displays must be in place by 8.00am Friday, 20th March and must not be removed before 5.00pm Saturday, 21st March.

39. All Exhibitors are to refrain from packing up until 5.00pm Saturday. Packing up before this time affects the sales of surrounding Exhibitors and is an Occupational Health and Safety risk. Exhibitors seen not to be complying with this clause may not be invited back to subsequent Field Days.

DISPUTE RESOLUTION

40. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of South Australia, without any reference to conflict-of-laws principles.

41. Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of South Australia, to the exclusion of any other courts without giving effect to its conflict of law's provisions or the Exhibitor's actual state or country of residence.

EDITING, DELETING AND MODIFICATION

42. Amendments to this Agreement can be made and effected by the Committee from time to time without specific notice to you.

43. The Committee may edit, delete or modify any of the terms and conditions contained in this Agreement, at any time and in their sole discretion, by posting a notice or a new agreement on the Website. Your continued participation with the Exhibitor Site Application following our posting of a change notice or new agreement on our Website will constitute binding acceptance of the change.

44. The Agreement posted on the Website reflects the latest Agreement.

EMERGENCY EVACUATION OF SITE

45. Muster location: The grassed areas and grass roads on site. Once assembled onto the grassed areas, the general public are to wait for further instruction over the public address (PA) system.

46. Exhibitors / Caterers to assist by:- Explaining to the general public what is going on and evacuate their site and locking down their tents, so that nobody can go back inside. The pavilion supervisors will clear the pavilion and lock it down until they have been advised that it is safe to return.

ERECTION OF STRUCTURES

47. Exhibitors shall conform to the requirements of any Act of Parliament which may govern the erection of structures, displays and/or other products or goods of the Exhibitors, and the regulation by-laws and ordinances made under such an Act.

EXCESSIVE NOISE

48. The use of amplifiers and loud speakers is strictly prohibited unless otherwise arranged with the Committee.

49. The Committee reserve the right to amend operating conditions as specified at any time and to regulate the use of machinery on static display Exhibitor sites, which in their opinion produces excessive noise.

EXHIBITORS PASSES

(NO COMPLIMENTARY PASSES INCLUDED IN SITE FEES)

50. For ease of admission through the gates, 2-day passes are available at \$30.00 inc GST. These can be purchased prior to the Field Days.

FOOD

51. On Thursday light lunch and refreshments will be available on site during the day. Evening meals will be available for Exhibitors on Thursday and Friday at the football clubrooms, next door to the Field Days' site, from 5.30pm.

52. Breakfast will be available from 7.00am - 9.00am Friday and Saturday at Fish's Shed and Dog's Diner catering.

53. There will be numerous local organisations working together to provide meals for Exhibitors, and they look forward to your continued patronage.

GENERAL INTEREST SECTION

54. Pavilion opening and closing times:

- Thursday 9.00am–7.00pm setting up
- Friday 7.30am– 5.00pm
- Saturday 7.30am–5.00pm.

55. All Exhibitors to be set up and ready for business by 8.00am Friday.

56. Please contact Kim Corrigan on 0439 662 355 if you have any enquires.

57. All Exhibitors are to refrain from packing up until 5.00pm Saturday. Packing up before this time affects the sales of surrounding Exhibitors and is an Occupational Health and Safety risk. Exhibitors seen not to be complying with this clause may not be invited back to subsequent Field Days.

ICE

58. Ice can be ordered on the Exhibitor Application form. If you require more ice during the Field Days, please contact your Pavilion Supervisor or the Secretary.

MISCELLANEOUS

59. In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

NO DOGS ALLOWED

60. Due to public health and safety issues, no dogs will be allowed on the Field Day site, with the exception of those dogs involved in Yard Dog Championships. Guide Dogs and Hearing Dogs.

NON-WAIVER

61. Failure of the Committee to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that the Lucindale Lions Club Inc. may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect.

62. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

PHOTOGRAPHERS

63. Our Official Photographers will be taking photos during the Field Days. If you do not wish to be photographed or would like a copy of the photo, please let them know.

POSTPONEMENT OR CANCELLATION

64. In the event that it should be found necessary or expedient to cancel or postpone the said Field Days a notice of such cancellation or postponement will be published on the Website at the earliest practicable time subsequent upon such cancellation or postponement, and the Lucindale Lions Club Inc. shall not be liable to any Exhibitor for any compensation whether on the ground of loss of profits or otherwise in respect of such cancellation or postponement, and the Exhibitor shall not be entitled to any refund or payment of any monies paid by the Exhibitor in relation to the said Field Days.

POWER

65. Exhibitors must supply 15amp extension cords with current test tag. Testing and tagging can be done by an electrician at the Secretary's Office at a cost of \$15 per tag. Contact the Secretary if you are unsure of the length of cord required.

PRINTED EXHIBITOR ADVERTISING MATERIAL

66. All Exhibitor advertising, which includes but is not limited to; sandwich boards, banners, leaflets, flyers, pamphlets etc are only permitted within the Exhibitor's site boundary. The aerial dropping of leaflets over the Field Days is strictly prohibited.

67. Banners and sandwich boards found outside the Exhibitors' site boundaries will be removed by the Committee and may be retrieved from the Secretary's Office after 5.00pm on Saturday.

68. The Committee shall have the power to enter upon the area on which the Field Days are being conducted at any time and remove any articles, signs, pictures, or printed matter, which in their opinion may be a cause of offence to the public or the officials of the Committee or which the Committee deems inappropriate.

PUBLIC ADDRESS (PA) SYSTEM

69. This service is available only for Committee announcements and for emergency paging.

PUBLIC ADMISSION

70. General public will be admitted from 8.00am to 5:00pm on both Friday and Saturday of the Field Days

PUBLIC LIABILITY INSURANCE

71. All Exhibitors and site sharers must hold their own Public Liability Insurance with an indemnity of not less than \$5 million covering them against occurrence attributable to their activities or the activities of any person for whom they are directly responsible.

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72. An Exhibitor who chooses not to have this insurance will not be allocated a site. Compulsory Insurance is not a decision of the Committee but is a direct request of all insurance companies involved in public events. Please supply policy details on Application form.

73. The Lucindale Lions Club Inc. shall not be liable for any loss, or damage to any Exhibitors' property.

PUBLIC SERVICES AVAILABLE

74. SA Ambulance, Chemist, Police, EFTPOS.

75. Black and white photocopying at 20c per page, and colour photocopying at \$1.00 per page. Fax 20c per page. Laminating \$1.00 per page is available at the Secretary's Office.

RAFFLES

76. No Exhibitor shall conduct or permit or suffer to be conducted in the area of the Field Days any raffle, competition or game without prior written consent from Lucindale Lions Club Inc..

RAMP

77. An unloading ramp will be available on the field day site.

REMOVAL OF EXHIBITS

78. IN THE INTEREST OF PUBLIC SAFETY, EXHIBITORS ARE NOT TO VACATE SITES BEFORE 5.00PM SATURDAY. SECURITY STAFF WILL ENSURE THAT NO VEHICLES WILL ENTER OR EXIT THE SITE BEFORE THIS TIME.

79. All Exhibitors must have their displays and stock removed from the Field Days' site within five days of the Field Days finishing. The Committee reserves the right to remove any exhibit remaining on the Field Days site after this time and will be charging a \$50 per day storage fee.

80. Exhibitors are responsible for the condition of the area allotted to them during the duration of the Field Days, and upon the completion of such Field Days, Exhibitors shall clean such area to the satisfaction of the Committee, this includes the removal of all manure and straw. Noncompliance will incur a fee of \$50.

RUBBISH REMOVAL

81. Rubbish will be collected from sites for the duration of the Field Days.

82. All packing cardboard and other rubbish is to be placed outside your site or the pavilion doors for collection and recycling.

SAFETY

83. Exhibitors are recommended to have on site:

- One small fire extinguisher

- One fire blanket
- One small first aid kit.

SECURITY

84. Security will be provided by a professional licensed security firm, from 7.00pm to 7.00am on Wednesday, Thursday, Friday and Saturday. All gates will be locked at 7.00pm. The Lucindale Lions Club Inc. shall not be held liable for loss or damage of Exhibitors' property while on the Field Days site. All gates will be manned by Security until 5.00pm Saturday.

85. Exhibitors will not be permitted to stay overnight on site.

SITES

86. All Exhibitors must report to Secretary's Office on arrival for allocation of site.

87. Exhibitors must before digging any holes or driving any objects into the ground, seek permission from the Site Steward of the Committee to ensure that there are no underground power cables or water pipes which could be damaged or cause injury to the Exhibitor or their staff. All damages caused by Exhibitors or their staff will be repaired at full cost to the Exhibitor.

88. White tram lines will indicate underground power cables and pipelines. No objects are to be driven into the ground within one metre of these lines.

89. Exhibitors will be liable for damage incurred on site.

SITE SITTING

90. Site Sitting Service by Lucindale Lions Club Inc. members is available while you get lunch etc. Please contact Secretary if you require this service (08) 8766 7001. There is no charge for this service.

SITE BOUNDARY

91. All tent pegs must be covered and be within the perimeter of the site. The Exhibitor's display shall not extend over the boundaries of their site, nor may they tout for patronage outside their boundary.

SITE SHARING

92. A \$80 fee for each Site Sharer applies. Site Sharers must supply details of their public liability insurance. Unauthorised Site Sharers may be asked to leave.

TELEPHONE, DATA AND EFTPOS LINES

93. Telstra land lines are no longer available.

94. For an alternative EFTPOS solutions please contact your financial institution regarding mobile EFTPOS facilities.

TENTS

95. Tents are not available from the Committee and need to be pre-ordered. Exhibitor's tent(s) must fit completely within their site boundary. The Committee has the right to refuse the erection of any tent that does not fit within the Exhibitor's site boundary.

TRESTLES, BOOTHS AND CHAIRS

96. Trestles, chairs, booths and site accessories are not available from the Committee and need to be pre-ordered elsewhere.

TRANSPORT

97. Road transport from Adelaide, Melbourne and Mount Gambier. We Us An Co.
Transport Phone: (08) 8766 2045, Fax: (08) 8766 2173, email: office@weusanco.com.

UNMANNED AERIAL VEHICLES (DRONES):

98. The use, including demonstrations of drones onsite and in the carpark during the Field Days is strictly prohibited.

99. The Field Day site has an airstrip adjacent to it and there may be helicopter rides around the Field Day site and surrounds. Any Exhibitor breaching this provision will have the drone confiscated and not returned until the close of the Field Days at 5:00pm on Saturday and will be liable for any injuries or damages arising from its use.

VEHICLE ACCESS

100. ALL VEHICLES MUST BE OFF SITE AFTER 8.00am on Friday 20th and Saturday 21st March. Prior to 8.00am, vehicles access is permitted provided a valid Exhibitor Vehicle Pass is displayed in the vehicle windscreen.

101. One free Vehicle Pass per site will be allocated. Extra passes for additional vehicles are available from Secretary for \$20, at the Secretary's discretion.

102. If the vehicle is to be a part of Exhibitor's exhibit, the Exhibitor must apply for a Special Pass to allow them to keep their vehicle on site. The vehicle must remain within the Exhibitor's site boundaries between 7.30am-5.00pm Friday and 7.30am-5.00pm on Saturday. Exhibitors not complying will have their vehicle towed from their site and charged a fee of \$50.

103. All gates will be locked until 5.00pm on both days. Vehicles will not be permitted on grounds before 5.00pm, Friday 20th March and Saturday 21st March. Security Staff will be manning all gates to ensure that no vehicles will enter or exit the site before this time.

104. Vehicle movements around the Field Day site is strictly prohibited between 8:00am and 5:00pm on Friday and Saturday. Exhibitors will be allowed to move their vehicles and start packing up their site after 5pm after they hear the following closing announcement over the PA system: *"the SEFD has now come to a close. Pedestrians please be cautious moving around the Field Day site as vehicles are now permitted to move around the site"* or words to that effect.

105. Express permission must be sought from the Secretary for early departure arising from an unforeseen event. Any representations made at the entry gates by volunteers to Exhibitors are not binding. The granting of permission is at the sole discretion of the Field Day Site Steward. If permission is granted, the vehicle will be chaperoned off the Field Day site by a courier vehicle.

106. Exhibitor vehicles will be admitted to the grounds from 5.00pm Saturday to pack up their displays.

107. Exhibitor parking is provided off site. Exhibitors' car parking areas are adjacent (see map) to the ground.

VEHICLES NOT PERMITTED

108. No bicycles, scooters, golf carts, ATVs or the like are to be used by the Exhibitors to drive around the Field Days' site.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

109. The Lucindale Lions Club Inc. will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if they have been advised of the possibility of such damages. The Lucindale Lions Club Inc. make no express or implied representations with respect to the Program or any products sold and/or offered on our Website. In addition, the Lucindale Lions Club Inc. make no representation that the operation of their Website will be uninterrupted or error-free, and the Lucindale Lions Club Inc. will not be liable for the consequences of any interruptions or errors.

WATER TO SITES

110. Free bore water deliveries are available to Exhibitor sites until midday on both days. Exhibitors are to provide enough water containers to hold one day's water requirements. A tap is available upon request to the Secretary's Office but must be returned by 5.00pm, Saturday. Exhibitors using a tap will need to bring their own hose with 1 inch fittings.