

# Australasian Hospitality & Gaming Expo 2025

## Exhibition Terms & Conditions

These terms and conditions constitute a legal agreement between *Australasian Hospitality & Gaming Expo Pty Ltd* ABN 91 169 916 321 ("**Organiser**") and the person or organisation agreeing to exhibit ("**Exhibitor**") at the Expo. By making a booking to exhibit at the Expo, the Exhibitor agrees to the following terms and conditions.

### Definitions

"Corporate Change Event" means, where the Exhibitor is not a listed public company, the assignment or disposal of a shareholding of 50% or more of the Exhibitor's issued share capital or of its holding company, occurring after the Stand Booking.

"Display" means the proposed layout, design and features of the proposed Stand.

"Expo" means **Australasian Hospitality & Gaming Expo 2025**

"Exhibitor" includes the Exhibitor's employees, agents and contractors.

"Exhibition Stand" means the Stand at the Expo that has been booked for the Exhibitor.

"Fee" or "Fees" means the fee payable by the Exhibitor to the Organiser to exhibit at the Expo.

"Force Majeure Event" means anything affecting a party outside of that party's reasonable control, including but not limited to fire, storm or other extreme weather event, flood, earthquake, pandemic, epidemic, war, invasion, terrorism, civil commotion, blockade or embargo, labour dispute, labour shortage, failure or delay in transportation or supply, or any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority.

"GST" means any goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* and associated legislation, as amended from time to time, imposed, assessed or levied in relation to any supply made under these terms and conditions.

"Insolvency Event" means, in relation to a party:

- a) a receiver, receiver and manager, trustee, administrator, other controller (as defined in the *Corporations Act 2001*) or similar official being appointed over any of the assets or undertakings of the party;
- b) the party suspending payment of its debts generally;
- c) the party is or becoming unable to pay its debts when they are due or presumed to be insolvent under the *Corporations Act 2001*;
- d) the party enters into any arrangements, compromise, or assignment for the benefit of its creditors or any class of them; or
- e) an application or order is made for winding up of the party.

"Organiser" means *Australasian Hospitality & Gaming Expo Pty Ltd* ABN 91 169 916 321 and includes the Organiser's employees, agents and contractors.

"Stand Booking" means a booking to exhibit at the Expo.

"Stand Content" means proposed service, product, promotion, advertising, marketing or any other supply or service to be exhibited and/or promoted at the Expo by the Exhibitor.

"Venue" means the premises at which the Expo will be held.

### 1. Subject to Approval:

- a. The Exhibitor acknowledges that its Stand Booking is subject to the Organiser having received, and approved, the Display in accordance with this clause.
- b. The Exhibitor is required to provide detailed plans of its Display to the Organiser by no later than 8 January 2025 (9 weeks prior to the first day of the Expo)].
- c. Once the Exhibitor has provided the detailed plans of its Display, the Organiser may:
  - i. Approve the Display;
  - ii. Request the Exhibitor amend its proposed Display and provide amended plans within 7 days; or
  - iii. Refuse the Display,in its absolute discretion.

- d. If the Organiser refuses the Display and the Exhibitor does not submit an acceptable amended Display then the Organiser may terminate this Stand Booking. If such termination occurs prior to 8 January 2025 (9 weeks prior to the first day of the Expo) the Exhibitor will be liable for 50% of the total Fee and for such termination that occurs after Wednesday 8 January 2025 the Exhibitor will be liable for the total Fee.
- e. If the Exhibitor intends to change an approved Display or change its Stand Content, it must first provide details of any changes to the Organiser, which the Organiser may approve, disapprove or require amendment to at its absolute discretion.

**2. Terms of payment:**

- a. The Organiser shall charge the Fee for the Stand Booking by way of invoice to the Exhibitor. In the event that full payment for any invoiced amount is not received within 14 days of the date of the invoice, the Organiser reserves the right to release the Exhibition Stand for sale to another exhibitor. The Exhibitor must not occupy any Exhibition Stand until all Fees owing to the Organiser have been fully paid.
- b. Payment is to be made by credit card or direct deposit. If paying by direct deposit, please include the invoice number in your transaction description. Any payments made by AMEX will incur a 1.5% surcharge.

**3. Cancellation by Exhibitor:**

The Exhibitor may cancel its Stand Booking by giving notice in writing to the Organiser via [exhibitors@ahgexpo.com.au](mailto:exhibitors@ahgexpo.com.au). For any cancellations received prior to Wednesday 8 January 2025 (9 weeks prior to the first day of the Expo) the Exhibitor will be liable for 50% of the total Fee. For any cancellations received after Wednesday 8 January 2025, the Exhibitor will be liable for the total Fee.

**4. Cancellation of Stand Booking by Organiser:**

The Organiser may at any time in its absolute discretion cancel a Stand Booking with immediate effect. The Organiser will provide a full refund to the Exhibitor of any Fee paid if the Stand Booking is cancelled pursuant to this clause and the Organiser shall have no further liability to the Exhibitor regarding such cancellation.

**5. Cancellation of Expo**

Exhibitors acknowledge and agree that a large percentage of the costs of the Expo have been outlaid by the Organiser at least 120 days before the commencement of the Expo and may not be recoverable by or creditable to the Organiser in the event of cancellation of the Expo for any unforeseen reason including a Force Majeure Event.

In the event of a cancellation of the Expo by the Organiser for any reason, the Organiser will provide:

- a. for any cancellation 60 days or less out from the Expo (between 11 January 2025 – 12 March 2025), a percentage (%) credit to the Exhibitor of the Fee equal to the percentage (%) amount (if any) that the Organiser is credited by the Venue and the Organiser's service providers;
- b. for any cancellation more than 61 days out from the Expo (prior to 11 January 2025), the Exhibitor may select to receive either:
  - i. a percentage (%) credit to the Exhibitor of the Fee equal to the percentage (%) amount (if any) that the Organiser is credited by the Venue and the Organiser's service providers; or
  - ii. a 30% refund of the Fee paid by the Exhibitor.

For the avoidance of doubt, any refund provided by the Organiser under this clause will be calculated as a percentage of the amount actually paid by the Exhibitor at the time of cancellation. The Organiser shall have no further liability to the Exhibitor regarding such cancellation.

**6. Termination by Organiser:**

The Organiser may at any time terminate a Stand Booking with immediate effect by giving written notice to the Exhibitor where:

- a. the Exhibitor sells its business, or experiences a Corporate Change Event or Insolvency Event;
- b. the Exhibitor fails to make payment of the Fee or any part thereof;
- c. the Exhibitor changes its Display or Stand Content without the prior approval of the Organiser (which may be withheld in its absolute discretion);
- d. the Exhibitor is in breach of these terms and conditions or the Organiser's rules and regulations as may be set from time to time; and/or
- e. the Exhibitor is in breach of any of the Venue's rules, regulations or terms and conditions.

The Exhibitor shall not be entitled to any refund arising from such termination and the Exhibitor shall remain liable to pay any part of the Fee that remains unpaid. The Organiser's right to terminate pursuant to this clause is without prejudice to any rights or claims it may have arising from the Exhibitor's breach of this agreement.

To avoid doubt, the Organiser may terminate this the Stand Booking pursuant to this clause during the Expo in which case the Exhibitor must immediately close its Display and leave the Venue.

#### **7. Insurance:**

- a. The Organiser is not responsible for any loss, consequential loss or damage to the Exhibitor's Display whilst at the Expo.
- b. The Exhibitor must have the appropriate insurance for all public risk, product liability, property loss or damage and employer's liability insurance from the first day of bump-in through to and including the final day of bump-out. In particular, the Exhibitor must have adequate Public Liability Insurance to the value of at least \$20 million per occurrence. This refers to damage or injury caused to third parties or visitors on or in the vicinity of the Exhibition Stand. In addition to this, the Exhibitor must protect its expenditure against cancellation, postponement, abandonment or curtailment of the Expo due to reasons beyond the Organiser's control.
- c. The Exhibitor must cause the Organiser's insurable interest (if applicable) to be noted on any policy of insurance taken out under this clause.
- d. The Exhibitor is required to submit a copy of its Public Liability Insurance policy 'Certificate of Currency' by COB Wednesday 8 January 2025 to the Organiser. Please email a copy of your certificate to [exhibitors@ahgexpo.com](mailto:exhibitors@ahgexpo.com).

#### **8. Indemnity:**

The Exhibitor will at all relevant times indemnify and keep indemnified the Organiser, its agents, employees and contractors (The Indemnified Persons) from and against all losses and costs (including reasonable legal costs and expenses) arising from any claims, actions, suits, demands, damages or proceedings by any person against any of The Indemnified Persons where such loss or liability arose from the Exhibitor's act or omission or negligence or a breach of any of the terms and conditions imposed by the Organiser or the Venue in relation to the Expo.

#### **9. Venue Guidelines:**

The Exhibitor will comply with all the Venue's rules and regulations set by the Brisbane Convention & Exhibition Centre, including but not limited to the *BCEC Workplace Health & Safety Guidelines*. A copy of these Guidelines are available to download at <https://www.bcec.com.au/media-library/>.

#### **10. Australasian Hospitality & Gaming Expo Rules and Regulations:**

The Exhibitor will comply with all rules and regulations set by the Organiser from time to time.

#### **11. No subletting, assignment or sharing of Exhibition Stand:**

The Exhibitor must not sublet or otherwise assign or share the use, or any part, of its Exhibition Stand without the prior consent of the Organiser, which may be withheld in its absolute discretion.

All requests for 'Exhibition Stand sharing' arrangements must be received prior to COB Wednesday 8 January 2025. Please send requests through to the AHG Expo Event Manager via [exhibitors@ahgexpo.com.au](mailto:exhibitors@ahgexpo.com.au)

**12. Stand Build:**

All Exhibition Stand builds must comply with Australian legislation, venue, and local authority regulations, together with the rules and regulations set by the Organiser from time to time.

**13. Floor Plan:**

The Organiser reserves the right to vary the exhibition floor plan and the individual stands at any time without notice.

**14. No Exclusivity**

Neither these terms and conditions nor the provision of the Stand Booking to the Exhibitor shall in any way limit the ability of the Organiser from providing a Stand Booking to other exhibitors providing the same or similar Displays or Content at the Expo.

**15. GST**

The parties agree that, unless otherwise stated, any and all amounts referred to in these terms and conditions are exclusive of any GST and that if any GST is imposed on any supply made under these terms and conditions, then the party making the supply will collect from the recipient, in addition to the amount for the supply, that amount of GST. The GST imposed on the supply is calculated by multiplying the amount or value for the supply by the GST tax prevailing as at the date the supply is made. If the recipient of the supply is required to pay an additional amount for GST pursuant to this clause, then the recipient will pay the increased amount in the same manner and at the same time as the amount for the supply.

**16. Publicity**

The Exhibitor will not make any public announcements or make any representations in any media about the arrangements for the Stand Booking without the prior written consent of the Organiser.

**17. Notice**

Any notices under these terms and conditions must be in writing and addressed to the party concerned.

**18. Governing law and jurisdiction**

These terms and conditions are governed by the laws of Queensland.