

# GETTING HITCHED 2012

## EXHIBITOR ACKNOWLEDGEMENTS AND TERMS AND CONDITIONS

On making payment of the Exhibitor's fee the Exhibitor is deemed to have read and accepted the Acknowledgements and Terms and Conditions set out below.

### **Definitions**

*"designated stall site"* means the area allocated by the expo committee to an Exhibitor.

*"Exhibitor"* means a business that has secured a stall at the expo by successfully completing the process set out under the sub-heading "Procedure for Applying to be an Exhibitor" below and has paid the Exhibitor's fee.

*"Exhibitor's fee"* means \$370.00 (inclusive of GST) per designated stall site or \$300.00 (inclusive of GST) per designated stall site for a Weddings4u advertiser.

*"expo"* means the "Getting Hitched Expo" which will be held at Mingara Recreation Club on Sunday 17 June 2012.

### **Acknowledgements**

1. Organisation of the expo will be carried out by The Getting Hitched Committee ("the expo committee"). The expo is supported by the Lioness Club of East Gosford.
2. No contractual or other legal relationship exists between the expo committee or individual members of that committee, and any Exhibitor.
3. A limited number of Exhibitors will be accepted within each category on a first come first served basis, as set out under the sub-heading "Procedure for Applying to be an Exhibitor" below.
4. The Lioness Club of East Gosford, the expo committee and all members of the expo committee specifically exclude, to the full extent permitted by law any liability for personal injury or loss, property damage, legal liability and financial and/or consequential loss that in any way arises from an Exhibitor's participation in the expo or from cancellation of the expo.
5. Except as stated herein, the expo committee make no representations or warranties in relation to the expo.
6. The Exhibitor specifically acknowledges that the expo committee has full discretion to refuse an application by a proposed Exhibitor to take part in the expo, or future "Getting

Hitched" events for any reason including but not limited to a breach of these Acknowledgements and Terms and Conditions.

7. The Lioness Club of East Gosford and the expo committee will not be in any way responsible for any loss suffered by an Exhibitor including but not limited to theft, fire, riot, flood, storm and etcetera.
8. In the event that the expo committee have to cancel the event, all monies will be refunded less a 10% administration fee. The expo committee reserves the right to postpone or amend the stated dates of this expo; the expo committee will give no less than 14 days' notice of any such postponement.
9. The Exhibitor acknowledges that an assertive and aggressive marketing campaign will be implemented for the expo to ensure the expo's success but makes no representation as to the expected attendance or likelihood of an Exhibitor making sales or securing bookings. No responsibility will be accepted for any low levels of attendance or loss of profit to any Exhibitor.
10. All Exhibitors are welcome to collect their own database on the day of the expo as none will be provided by the expo committee.
11. The expo committee reserves the right to update, modify and amend these Exhibitor Acknowledgements and Terms and Conditions without notice. It is the Exhibitor's responsibility to thoroughly read and keep up-to-date with these Exhibitor Acknowledgements and Terms and Conditions which are available at [www.getting-hitched.com.au/terms-conditions.html](http://www.getting-hitched.com.au/terms-conditions.html).
12. The expo committee reserves the right in unforeseen circumstances to amend, alter or re-allocate the space or the location of an Exhibitor's designated stall site and the Exhibitor can make no objection or make no claims for compensation or damages in relation to any allocation of the size or the space re-allocated by the expo committee.

### **Terms and Conditions**

13. The Exhibitor must attend the "Getting Hitched Expo" on Sunday 17 June 2012.
14. The Exhibitor must:-
  - a) Display information and merchandise that is relevant to the Exhibitor's category during the commencement and finish times of the expo;
  - b) Set up the Exhibitor's display between 6.30 a.m. and 9 a.m. on the morning of the expo, ensuring that the setup is complete by 9 a.m.;

- c) Acknowledge that failure to complete set up by 9 a.m. on the morning of the expo is a breach of these Terms and Conditions;
- d) Ensure all materials, display items, merchandise, equipment and other property of the Exhibitor remains within the designated stall site.
- e) Ensure that the Exhibitor's display remains set up within the designated stall site until the end of the expo, and dismantle the display between 3.15 p.m. and 6 p.m. on the day of the expo;
- f) Ensure that the Exhibitor's display does not exceed 1.5 metres in height and acknowledge that an Exhibitor will be required to remove any part of the display that exceeds that height. If an Exhibitor wishes to exceed the height restriction then the Exhibitor must contact the expo committee prior to 1 May 2012 who will try to accommodate the request. However the expo committee cannot guarantee that a suitable location, to allow the height restriction to be exceeded will be allocated;
- g) Ensure that a maximum of two (2) persons is present within the designated stall site at any time or three (3) persons for a double stall;
- h) Not distribute, or have available within the designated stall site any material or literature from any business other than that of the Exhibitor. No table sharing is permitted;
- i) Keep noise to a minimum so as not to interfere with other Exhibitors;
- j) Provide a Certificate of Currency for public liability insurance to the expo committee by 6 June 2012; and
- k) Ensure that there is no damage to any property of the Mingara Recreation Club, The Lioness Club of East Gosford or the expo committee caused by the Exhibitor's display or persons working within the Exhibitor's designated stall site. The Exhibitor must indemnify and keep indemnified the Lioness Club of East Gosford and the expo committee for any claim for personal injury, property damage, financial or consequential loss arising from the Exhibitor's participation in the expo.

### **Groups**

1. Groups such as Central Coast Wedding Professionals (CCWP), Central Coast Wedding Specialists (CCWS) and Gindurra Park ("groups") cannot be an Exhibitor.

2. Exhibitors who are current active and financial members of groups may display and distribute the advertising material of the group **provided that the group's advertising material does not mention any other individual business**, within their designated stall site.

### **Procedure for Applying to be an Exhibitor**

1. The allocation of space to Exhibitors will be as follows:-
  - a) First opportunity will be given to current and financially up-to-date advertisers on [www.weddings4u.com.au](http://www.weddings4u.com.au). The procedure for this will be as follows ("the first allocation"):-
    - i. a 'save the date' E-mail will be sent out to all current and financially up to date advertisers on Weddings4u in early February 2012;
    - ii. on 16 February 2012, anytime between 7 a.m. and 7.30 a.m. AEST an E-mail is sent to all prospective Exhibitors;
    - iii. the first allocation will be made in the time order that the reply E-mails are received based on the computer server time stamp; and
    - iv. prospective exhibitors, who are successful in securing a designated stall site in the first allocation, will be informed by E-mail that on receipt of full payment of the Exhibitor's fee and acceptance of these Exhibitor Acknowledgements and Terms and Conditions they will have successfully applied to be an Exhibitor.
  - b) Any exhibitor positions remaining available once the first allocation has been made will be offered as follows ("the second allocation"):-
    - i. in early March 2012 an E-mail will be sent to all prospective Exhibitors that have expressed interest to exhibit at the expo;
    - ii. the second allocation will be made in the time order that the reply E-mails are received based on the computer server time stamp; and
    - iii. prospective Exhibitors, who are successful in securing a designated stall site in the second allocation, will be informed by E-mail that on receipt of full payment of the Exhibitor's fee and acceptance of these Exhibitor Acknowledgements and Terms and Conditions they will have successfully applied to be an Exhibitor.
  - c) Any exhibitor positions remaining available once the first and second allocation has been made will be offered as follows ("the third allocation"):-

- i. from early March 2012 prospective Exhibitors from the general wedding industry can express an interest to exhibit at the expo;
  - ii. the third allocation will be made in the time order that the reply E-mails are received based on the computer server time stamp; and
  - iii. prospective Exhibitors, who are successful in securing a designated stall site in the third allocation, will be informed by E-mail that on receipt of full payment of the Exhibitor's fee and acceptance of these Exhibitor Acknowledgements and Terms and Conditions they will have successfully applied to be an Exhibitor.
2. There will be a limited number of Exhibitors accepted within each category.
3. The expo committee reserves the right to refuse any Exhibitor, notwithstanding that they have successfully complied with the above process for any reason including but not limited to a previous breach of the Exhibitor Acknowledgements and Terms and Conditions.