



# ATE INTERNATIONAL MEDIA MARKETPLACE

10 MAY 2014 • NOVOTEL PALM COVE RESORT, QUEENSLAND



Your booking includes a dedicated table for your brand, together with brand listing and logo in the show program at our all-day event at the Novotel Palm Cove Resort.

Name of Exhibitor\*  *Fields marked \* mandatory*

PR company representing exhibitor (if applicable) .....

Name of exhibitor's first delegate\*  @ \$1,350AUD per table (single delegate)

Email of first delegate\*

Name of exhibitor's second delegate (optional)  @ \$750AUD per second delegate

Email of second delegate

### Please send me details of the following sponsorship opportunities:

- Gold Sponsorship
- Event Lunch
- Event Signage
- Refreshments
- Show Program
- Event Signage
- Delegate Bag Inserts / Branding

Principal contact\* : ..... Town / City\* : .....

Position : ..... Country\* : .....

Company name\* : ..... Postal / zip code\* : .....

Address 1 : ..... Telephone\* : .....

Address 2 : ..... Email\* : .....

Your invoice will be issued on receipt of your completed booking form.  I have read and agree to the **terms on page 2 of this document**

Please return booking form to Chanel Gallen on [chanel.gallen@travmedia.com](mailto:chanel.gallen@travmedia.com) or post to 603, 22 Market Street, Sydney NSW 2000

#### Payment details

A.B.N. 996 575 487 12  
 We will invoice you on receipt of the completed booking form. Here are the ways you can pay your invoice:

**By direct deposit to Tourism Australia Pty Ltd**  
 BSB XXX XXX | A/C No: XXX XXX  
 Swift Code: XXX XXX

**By cheques Tourism Australia Pty Ltd**  
 Address: Tourism Australia, Level 29 420 George Street Sydney 2000, Australia.

**By PayPal**  
 Please send payment to: XXXXX

To pay by credit card please call: +61(2) XXXX XXXX

Many thanks for reserving your place at ATE14 International Media Marketplace!

## Terms and Conditions

### 1. DEFINITIONS

#### Organiser:

Refers to TravMedia Australia Pty Ltd, the company responsible for organising TravMedia's International Media Marketplace, due to take place at Novotel Palm Cove Resort, on Saturday 10th May 2014.

#### Exhibitor:

Refers to an exhibitor contracting to take a stand, sponsorship opportunity or other commercial benefit at ATE14 International Media Marketplace.

#### Venue Owner:

Refers to Novotel Palm Cove Resort, the venue whose premises the Organiser has licensed for this event to take place.

### 2. LAW

This contract includes all the above terms and conditions together with any express terms agreed between the parties in writing (and including by email) between the Organiser and the Exhibitor.

Changes to these terms and conditions will only be of effect if they are made in writing and signed by an authorised official of TravMedia Australia Pty Ltd, and shall notwithstanding be of no effect if they increase the liabilities of the Organiser, or its employees and agents.

The Exhibitor also agrees that this contract is subject to the terms of the agreement between the Organiser and the Venue Owner, on which basis this Event is taking place.

Nothing in this contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this contract shall create any such rights unless expressly so stated in any such variation.

The Exhibitor expressly acknowledges that this contract constitutes the entire agreement between the Exhibitor and the Organiser in relation to the subject matter hereof and supersedes and extinguishes any prior agreements, arrangements or understandings in connection with the subject matter hereof. No variation of or amendment to this contract shall be valid unless made in writing and signed by or on behalf of each of the Organiser and the Exhibitor.

The failure of the Organiser at any time to enforce any provision of this contract or the Rules and Regulations shall not affect its rights thereafter to require complete performance by the Exhibitor, nor shall the waiver of any breach of any such provision be taken as or held to be a waiver of any subsequent breach or to be a waiver of the breach itself.

This contract shall be construed in accordance with the Exhibitor agreeing to the jurisdiction of the Australian Courts.

### 3. PAYMENT

Exhibitors will not be allowed to exhibit at the Event unless they have paid in full their fees due on the Booking Form within the payment period stated on the invoice sent to the Exhibitor. In the case of Exhibitors making a booking within the final 30 days before the Event, the invoice must have been paid in full at least seven days prior to the event itself on 10 May 2014. In the event of total or partial non-payment, the Organiser shall be within its legal rights to withdraw any support or services from the Exhibitor until all outstanding invoices have been paid.

Exhibitors shall be responsible for paying any amounts due for support or ancillary services in connection with their involvement at the Exhibition, and doing so in line with the terms on payment dates (above).

Exhibitors may be required to pay additional costs if the Venue Owner, or a Health & Safety Officer so requires it for a reason to do with health and safety or to do with the Venue Owners' own terms and conditions.

### 4. SPACE

The Exhibitor shall be allocated space at the event in accordance with the booking form but shall not be guaranteed any particular part of the exhibition floor. The Organiser also holds the right to alter the floor plan, after it is first published, without giving notice to the Exhibitor.

The space secured by an Exhibitor may not be assigned, lent or given to any other brand than the Exhibitor name identified on the booking form, nor may any other benefit secured under this contract be assigned, lent or given to any other brand.

### 5. PROMOTION

Exhibitors may not allow any other brand or person unconnected with the Exhibitor's name as identified on the booking form to promote the Exhibitor brand, or any other brand, or distribute information relating to the Exhibitor brand, or any other brand, at the Event. This shall not apply to any subsidiary or connected brands of the Exhibitor that are listed on the booking form and which are agreed with the Organiser by virtue of the booking form.

### 6. DURATION

The event shall be open from 9.30am-5.30pm and Exhibitors must make sure their tables are manned by nominated staff (only) during these times.

### 7. ADMISSION

Admission into the Exhibition for Exhibitors shall be by personalised name badge. Badges are only to be used by the person identified on the badge and are not transferable. Badges will feature the exhibitor's name and the exhibitor's delegate/s names as completed on the booking form.

### 8. EXHIBITS

The Organiser shall be entitled to ask an Exhibitor to remove an exhibit or promotional literature if the Organiser believes the item is libellous, obscene or otherwise likely to damage the good reputation of the Event.

### 9. OCCUPATION OF SPACE

The Exhibitor shall prepare their stand by the time at which the Exhibition is open. Any Exhibitor that has not done so may be deemed to have cancelled and may have their space reallocated to another exhibitor. No Exhibitor may vacate their stand before the time at which the Exhibition closes.

### 10. LOSS, THEFT OR DAMAGE

The Organiser shall not be responsible for the loss, theft or damage to any items brought to the Exhibition by the Exhibitor and the Exhibitor's staff. The Exhibitor is therefore advised to separately insure its belongings.

### 11. SHOW PROGRAM

The Organiser shall not be responsible for any errors or omissions in the official Show Program.

### 12. CANCELLATION

A completed booking form is deemed conclusive evidence of the Exhibitors agreement to pay in full for attending the Event. Once completed, a booking is non-cancellable. No refunds shall be issued, and any amounts unpaid will still be due to the Organiser under the contract in line with these terms and conditions.

### 13. INDEMNITY

Unless otherwise stated, the Exhibitor shall indemnify the Organiser and its employees and agents against all claims, costs, demands, proceedings and losses (including negligence) whatsoever made against or incurred by the Organiser (or such other persons as aforesaid) resultant from the Exhibitor exhibiting, advertising, promoting, selling or supplying any goods or services at the Exhibition.

### 14. INSURANCE AND EXCLUSIONS

(j). The Exhibitor shall ensure that it has full insurance cover including but not restricted to, all risks on its property, exhibits or articles of any kind, employers' liability, public liability, product liability and comprehensive protection against any loss or damage caused by any circumstances whatsoever whether by reason of fire, water, theft, accident, negligence or any other causes. The Exhibitor shall insure against, indemnify and hold the Organiser together with its officers, employees and agents harmless in respect of all the costs, claims, demands and responses to which the Organiser or any such person may in any way be subject as a result of any loss or injury arising to any person including members of the public or the Organiser's, staff, agents or contractors or property however caused as a result of any act

or default of the Exhibitor, its officers, employees, agents, contractors, subcontractors or invitees. If the Organiser so demands the Exhibitor shall provide proof to the Organiser that the Exhibitor has adequate insurance cover. Exhibitors may wish to take insurance for losses and wasted expenditure in the event of the exhibition being cancelled, abandoned or curtailed. Exhibitors must ensure that their temporary staff and the staff of their agents or contractors are covered by public liability insurance. The period for which such insurance shall be maintained shall run from the time the Exhibitor or any of its officers, employees, agents or contractors first enter the exhibition venue and continue until they have vacated the exhibition venue and all their exhibits and property have been properly removed.

(i) The Organiser, its officers, employees, servants or agents, shall not be liable for any loss or damage (including consequential or indirect loss or damage) suffered by the Exhibitor, its officers, employees, agents contractors or invitees whether such loss or damage arises from breach of a duty in contract or tort or in any other way and which shall include (but not by way of limitation) loss of profits, loss of contracts, loss of or damage to property or goods of the Exhibitor or any person.

(ii) The Organiser shall not be liable in respect of any contract entered into between the Exhibitor and any official contractor appointed by the Organiser, for the negligence or default of any such contractor or its officers, employees or agents.

(iv) Nothing in this contract excludes or limits the liability of the Organiser for death or personal injury caused by the Organiser's negligence or for fraud or fraudulent misrepresentation for any other matter which it would be illegal for the Company to exclude or attempt to exclude its liability.

### 15. POSTPONEMENT OR VARIATION

(i) The Organiser and its respective officers, agents and employees shall not be liable for loss, damage or delay resulting from acts of God, acts of war, adverse weather, civil commotion, strikes or lock-outs intervention or regulation, military activity or any other circumstances which shall make it impossible or inadvisable to hold the exhibition at the time and place provided, and the Organiser reserves the right to re-schedule the exhibition at another date and/or at an alternative site (subject to the overriding terms of point ii below). Furthermore, the Organiser will not be responsible to the Exhibitor should any conflicts or misinterpretations arise with the host country, its sponsors, agents or other bodies regarding any and all aspects of the exhibition which may affect the Exhibitors. The Exhibitor is recommended to adequately insure their participation expenses in case of such cancellation etc. The Exhibitor acknowledges that in the event that the exhibition is rescheduled the Organiser will have sustained damages and losses as a result and the Exhibitor hereby waives all claims for damages or compensation against the Organiser. The sum paid to the Organiser as fees or otherwise in connection with the Exhibition shall remain the property of the Organiser.

(ii) The Exhibitor shall not have any claim against the Organiser in respect of any loss or damage whatsoever consequent upon the Exhibition failing to be held or being cancelled by the Organiser for lack of sufficient support.

(iii) If the Exhibition is cancelled or postponed for any reason then any payment made by the Exhibitor will be set against the costs incurred by the Organiser.

### 16. SETTING UP TABLES

(i) The Exhibitor hereby acknowledges that the Organiser has appointed official contractors in conjunction with the Venue Owner for the setting up of the event. Where directed by the Organiser the Exhibitor must use these contractors for helping set up the Exhibitor's stand. However, an Exhibitor may be permitted to appoint another contractor for design and set-up of their exhibition table, or a sponsored stand or other dedicated space, subject to the Organiser being formally advised in writing in advance of the show. Stands may only be created whose design specifications have been approved in advance by the Organiser and Venue Owner.

(ii) Exhibits shall not obstruct the view of adjoining exhibitors nor be operated in any manner objectionable to other exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibitors. Video, sound and other technical equipment must be operated in a manner that is acceptable to the Organiser. The Organiser's final decision on whether any such item is acceptable shall be final.

(iii) The Exhibitor acknowledges that it has responsibility for the furniture, fixtures and fittings hired through the Organiser or its contractors and will pay for any damage or loss thereto.

(iv) All materials used for building, decorating or covering stands must be of non-flammable material. Exhibitors must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

(v) The following are excluded from the exhibition without prior approval of the Organiser: lasers, explosives, detonating or fulminating compounds, and all dangerous or harmful substances including primings and fireworks and all such objects can only be exhibited in the form of imitations and on condition that they contain no inflammable matter.

### 17. ATTENDANCE

The Organiser is not responsible to assist the Exhibitor in obtaining passport and visa, for entrance into the country where the exhibition is to be held. The fact that the Exhibitor is unsuccessful in obtaining these documents from the necessary government authorities will not constitute a basis for cancellation of this contract and it is clearly understood that no refunds whatsoever will be made. Nor is the price of booking a stand supposed to imply any overnight accommodation at the Novotel Palm Cove Resort or at any other hotel – Exhibitors are responsible for arranging their own accommodation. The Exhibitor, however, may, subject to the Organiser's approval, substitute another party or company who meets the entry and government formalities necessary for entry into the country where the exhibition is to be held. Such substitution shall be the sole responsibility of the Exhibitor. The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason. Whilst the Organisers shall act in good faith, the name of any Exhibitor which may appear on any Show Program or stand number or any statement made by or on behalf of the Organiser that any exhibitor is booked to attend the exhibition provisionally or otherwise shall not constitute any warranty, representation or undertaking by the Organiser that any such exhibitor will attend the exhibition or attend any particular location.

### 18. SHIPPING

The Exhibitor and its respective officers, agents and employees are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country or to/from the venue in which the exhibition is held. Exhibitors must insure against relevant loss.

### 19. EXCLUSION OF PERSONNEL

The Organiser reserves the right in its absolute discretion to exclude or remove from the exhibition any person whose presence is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the officer, agent, employee or contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

### 20. GROUP TABLES

Exhibitors agreeing to book a group of tables – tables where the brands involved are in some way commercial connected – are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by this contract and by the Rules and Regulations.

### 21. DATA PROTECTION

The information on the Booking Form including any individual's name will be kept on computer and used for the purposes as registered under the Data Protection Acts.

The Organiser reserves the rights to vary these terms and conditions on reasonable notice to Exhibitors in advance of the Event.

#### Organisers:

Organisers: TravMedia Australia Pty Ltd, Suite 1202, 22 Market Street, Sydney NSW 2000

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