

TERMS & CONDITIONS

1. ACCEPTANCE OF THESE CONDITIONS OF CONTRACT

- A. Exhibiting at the 2023 Runners Expo (the “**Expo**”) at the 2023 Nike Melbourne Marathon Festival (the “**Event**”) is conditional upon the Exhibitor’s agreement to and acceptance of these terms and conditions as signified by the completion of the Exhibitor and subsequent receipt by International Management Group of America Pty Ltd (the “**Organiser**”) of the official application form (collectively, the “**Agreement**”).
- B. The Organiser shall reserve the right to accept or refuse an application without stating the reason for any rejection. Applications must be made on the official application form.

2. ALLOCATION OF SPACE

- A. The Organiser reserves the right to change the space allocated to the Exhibitor (the “**Expo Space**”), to transfer or close entrances and exits to the Expo Space and to undertake other structural changes to the shell scheme as they deem fit.
- B. The Exhibitor shall not assign or sublet any part of their Expo Space without the prior written consent of the Organiser’s Expo Manager (which may be given or withheld in its absolute discretion).
- C. All Exhibitors must contain their products and signage within the boundaries outlined in the official Expo guide.
- D. **At the conclusion/pack down of the Expo, all Exhibitors must empty and clear the rubbish from their Expo Space. Failure to comply with this directive will result in a cleaning fee of \$100 being charged to the Exhibitor.**

3. EXPO DATES

- A. It is intended that the Expo will be located on the external concourse of the MCG (the “**Venue**”) for operation between Thursday 12th October and Sunday 15th October 2023 (inclusive).

4. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

All Exhibitors will be required to complete an online OH&S Induction prior to their arrival at the Expo (the “**Induction**”). All of the Exhibitor’s staff members (and/or any other persons working at the Exhibitor’s Expo Space) must complete the Induction before any work is to be commenced. For the avoidance of doubt, neither the Exhibitor nor their staff will be permitted on site if they have not completed the Induction.

5. PAYMENT DATES AND CONDITIONS

All payments are non-refundable (other than as set out below in section 8). All successful applicants will be required to pay a 50% deposit of the Expo Space fee (the “**Fee**”) upon application to secure the Expo Space. This amount will be invoiced once the application has

been accepted. Exhibitors will then be invoiced for the remaining 50% of the Fee. **The Fee must be paid in full by Friday 16th September, 2023.** The Organiser may refuse Exhibitors entry to the Venue if the Fee is not paid in full on or before the due date. Please note there is a 3% surcharge on all credit card payments.

6. INSURANCE

- A. The Organiser will not be responsible for the Exhibitor's or the Exhibitor's employees, agents, contractors, subcontractors and/or guests' safety at the Expo or for the security of property of any kind brought to the Expo. The Exhibitor is required to have for the duration of the set-up, Expo open period and pull-down periods, the following insurances with a reputable insurer:
 - i. Public liability insurance of no less than \$10,000,000 per occurrence;
 - ii. Workers compensation insurance; and
 - iii. Property damage including industrial, special risks, fire, theft etc. of no less than \$2 million for the Exhibitor's and third party property.
- B. The Exhibitor will provide to the Organiser a copy of such insurances upon the Organiser's request. The Exhibitor shall be entirely liable and responsible for the safety of its employees, agents, contractors, subcontractors and guests at the Expo.

7. INDEMNITY

- A. Exhibition at the Expo takes place entirely at the Exhibitor's risk. The Exhibitor will at all times indemnify and keep indemnified the Organiser from and against any loss or liability incurred by the Organiser arising from any claim, suit, action or proceedings by any person against the Organiser where such loss or liability is in connection with: (a) any willful or negligent act or omission or breach of law or the Agreement by the Exhibitor or its employees, agents, contractors, subcontractors or guests; (b) any claim made against the Organiser by any third party arising from the Exhibitor's exercise of its entitlements under the Agreement; and/or (c) damage or loss of property occasioned to the Venue caused by the Exhibitor or its servants, agents, employees and/or subcontractors. To the extent permitted by law, the Exhibitor releases the Organiser from any claim or liability in connection with the attendance of the Exhibitor and its invitees and representatives at the Expo including in relation to any injury or death to the Exhibitor or its employees, agents, contractors, subcontractors or guests, except where such claim occurs as a direct result of the negligence of the Organiser.
- B. The Exhibitor agrees that the Organiser shall not be liable to the Exhibitor for any consequential or indirect loss, loss of profits, loss of business or any special or exemplary damages suffered or incurred in connection with the Agreement or its actions or omissions in connection with the Agreement and the Organiser shall not be liable to the Exhibitor arising out of any breach of the Agreement for an amount in excess of the Fee. In particular the Organiser shall not be liable for any loss, damage, injury, expense or other claim

including, without limitation, relating to property or stock brought to the Venue, as a result of restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of any booth or structure on the Expo Space or for the entry, placement or removal of any booth or structure, or for the failure or malfunction of any of the services or facilities anticipated to be provided at the Expo.

8. NON-COMPLIANCE AND TERMINATION

- A. The Agreement may be terminated by the Organiser by notice in writing to the Exhibitor upon the occurrence of any of the following events:
- i. the Expo is cancelled or postponed prior to commencement for any reason;
 - ii. the staging of the Expo or the performance of the Agreement by the Organiser is substantially or materially interfered with due to any cause or causes not reasonably within the control of the Organiser;
 - iii. payment of the Fee or any part of it is not made by the Exhibitor in accordance with these terms and conditions; or
 - iv. the Exhibitor is in breach of any part of the Agreement or any applicable laws, regulations and codes of practice.
- B. Upon termination of the Agreement by the Organiser for any reason, any allocation of Expo Space to the Exhibitor shall be cancelled immediately and all payments made by the Exhibitor to the Organiser shall be forfeited except in the case of termination under section 8.A.i and 8.A.ii above, in which case the Organiser will refund to the Exhibitor the amounts of the Fee paid by the Exhibitor prior to termination. In the event of termination under section 8.A.iii and 8.A.iv above, all payments made by the Exhibitor to the Organiser will be forfeited and retained by the Organiser and the Organiser shall have the right to claim for the balance of the Fee and for any loss or damages suffered by the Organiser as a consequence thereof. If termination of the Agreement results other than from cancellation of the Expo, the Organiser shall be entitled forthwith to re-licence the Expo Space allocated to the Exhibitor.
- C. In the event that the Expo is cancelled, the Organiser will notify the Exhibitor immediately by notice in writing of the Expo's cancellation (the Organiser will also endeavour to contact the Exhibitor by phone, where possible). The Exhibitor acknowledges and agrees that it shall not be entitled to any claim for compensation or damages whatsoever in connection with the cancellation of the Expo. For the avoidance of doubt, the Organiser will not refund or reimburse the Exhibitor for any direct or indirect costs incurred by the Exhibitor in connection with the Expo (other than the amounts of the Fee paid by the Exhibitor prior to termination), including but not limited to, flights and accommodation paid for by the Exhibitor in preparation for participating in the Expo.
- D. In addition to the above, the Organiser shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension, rescheduling or reduction of the scheduled Expo (from the period advertised) caused by a force majeure event, including but

not limited to, acts of God, government mandated lockdown, fire, war, terrorism, pandemic, epidemic, earthquake, strike, lockout, bad weather, blackout, labour controversy, illness/injury, orders of court, shortage or interruptions of facilities or material supply.

9. RESTRICTIONS

- A. The Exhibitor agrees it will not, and it is restricted from, selling/displaying/promoting any forms of footwear (shoes).
- B. The Exhibitor agrees it will not, and it is restricted from, without written approval from the Organiser, selling/displaying/promoting at the Expo any forms of apparel including compression wear, activewear, yoga wear and performance apparel layering such as neck and arm warmers, socks, hats, headbands, wristbands, gloves and backpacks.
- C. The following brands are prohibited from displaying, advertising, promoting, offering for sale, selling and distributing their products and/or services and advertising material, both within the physical Expo and the Digital Giftbag, whether by the brand or a third party:
- Adidas
 - Asics
 - Brooks
 - New Balance
 - Hoka
 - Puma
 - Lululemon
 - On Cloud
 - Mizuno
 - Salomon
- D. The Exhibitor acknowledges and accepts that products permitted to be promoted and sold at the Expo are subject to change, pending the exclusivity arrangements with the sponsors of the Event. All items that the Exhibitor intends on displaying within its Expo Space must be approved in writing by the Organiser in advance of the Expo's commencement. The Exhibitor acknowledges that it may be requested to remove a product from its Expo Space where such product has not been pre-approved by the Organiser. The Exhibitor agrees that it will comply with any such removal request.

10. SECURITY

The Organisers shall provide general roving security guards to patrol the general Expo area while the area is unattended by Exhibitors on the Friday night, Saturday night and the Sunday morning. The Exhibitor also acknowledges that Venue CCTV cameras are positioned along the

entire external concourse of the Venue to further oversee all operations of the Expo. Notwithstanding the foregoing, the Exhibitor acknowledges that it shall be responsible for its Expo Space and any goods or products stored on site (including provision of any insurance pursuant to the insurance clause of these terms and conditions) and should it require specific security for such Expo Space, then the Exhibitor shall be responsible for providing such security.

11. TAGGED AND TESTED ELECTRICAL APPLIANCES

All electrical appliances (including laptops, televisions, DVD players, EFTPOS machines) and extension cords must have a current test tag. Any electrical appliance or extension cord which does not have a valid test tag will not be permitted to be used during the Expo.

12. VEHICLES ON MCG CONCOURSE

There will be limited access to the Venue on the Thursday to Sunday. The speed limit for all motor vehicles accessing the Venue is 5kph. A spotter must accompany every vehicle at the Venue without exception.

13. PARKING

Please pay attention to the website for Event week parking information.