

Animaga2023 Exhibitor & Artists Alley

Terms And Conditions

By applying for exhibitor/Artist alley/bare space at Exhibition, your brand/business or organisation agrees to abide by the Terms and conditions listed below.

Animaga reserves the right to final approval of every display and the ability to take any course of action it deems necessary to rectify a situation that may impact upon the convention negatively, including expulsion of any Exhibitor from Exhibition, who does not comply with the stated requests. No compensation for loss of money will be provided for failing to follow the guidelines resulting in expulsion from the convention and its representatives.

Any exhibitor that fails to occupy their space for any circumstance will forfeit their money and the right to reclaim the space or investment made. Animaga will not provide any refunds or transfers once it has received payment and the signed registration form.

PAYMENT

If any payment is not made by a due date the Exhibitor shall pay to Animaga an additional \$150 administration fee for each late payment which is agreed between the parties to be a reasonable estimate of the Animaga overhead costs of seeking payment on the due date from the Exhibitor. This amount shall be additional to any other costs of enforcement. Please Note - All payments made by credit card will incur an additional fee of 1.6% of the amount paid using Visa/Mastercard/Amex.

To be entitled to the early-bird discount offered with the Exhibitor's package, full payment must be made by 1st September 2023. Full price payment is to be received by close of business on 15th October 2023. Animaga will NOT hold the space, if exhibitor not make the payment before the due date (14 days after the tax invoice date).

REALLOCATIONS OF EXHIBITOR'S BOOTH

Notwithstanding anything to the contrary herein Animaga shall have the right to amend, alter or relocate an Exhibitor's Booth without adjustment of the price and the Exhibitor will not object thereto. Notwithstanding the foregoing, if the Exhibitor has paid a higher rate per square metre for the location of the Booth originally booked than the rate applicable to the location of the Booth as relocated Animaga shall refund to the Exhibitor the difference. Animaga shall not amend or alter the Exhibitor's booth so as to reduce its size. If the Exhibitor does not approve any proposed relocation of the Exhibitor's booth the Exhibitor may within 7 days of being informed of such relocation give notice in writing of its intention to terminate this agreement and if Animaga has not within 7 days of the Exhibitor's notice given notice in writing withdrawing such relocation this agreement shall be terminated and the Exhibitor shall be entitled as the Exhibitor's only remedy to receive a refund of all exhibition fees paid by it to Animaga.

RESTRICTED MATERIAL

Animaga Expo is a family friendly event. Adult material can be sold but is not allowed to be displayed; as long as appropriated cloaking device is in place to prevent access by under-aged eyes. Any form of illegal pornography is absolutely prohibited and will be dealt with severely. All sales must be accompanied by request for proof of age.

Playing/displaying adult-themed animation or live films at the event is strictly prohibited. Failure to comply with warnings will result in removal from the Exhibitor's Area, revocation of Exhibitor status and forfeiture of Exhibitor Fees. Bootleg or Unlicensed Materials are not allowed for sale throughout the event.

If any restricted, illegal or contraband material are found, it will be asked to remove these materials from the event. This may include the cessation of your trading and expulsion from Animaga, no refunds will be made.

WEAPON POLICY

Any weapon classified as a `Schedule 1 Prohibited Weapon` (under the Weapons Prohibition ACT 1998) is not allowed to be sold, displayed or brought in to the event or in and around the event venue. The sale of any of the following must include instructions (labels or packaging supported by verbal instruction) to the purchaser that they are not to be open from the package i) Live blades or knives; ii) Firearms; iii) BB or `Air Guns` (even without caps); iv) Dangerous or concealed spikes or studs; v) Martial arts weapons; vi) Replica weapons. Animaga attendees are under no circumstance permitted to possess any actual weapons unless sealed.

Failure to comply with these restrictions and guidelines may result in, but not limited to, being banned from the event and local enforcement groups to be contacted.

For the general wellbeing and safety of all Animaga patrons and workers, weapons, imitation weapons (replicas) and props must be displayed and sold under the following rules. In addition, all Animaga attendees must comply with all Federal, State and Local laws and Regulations regarding weapons, imitation weapons and props, as well as their usage. It is mandatory for all exhibitors to show this policy in a clearly visible location within the exhibition space.

There must be no protrusion or sharp or pointed edges, or points that can bring harm, or create a hazard, to workers or the general public.

All weapons and large props or replicas, including wooden, metal and Cosplay swords are to be displayed in cabinets or racks which must be generally inaccessible to the public.

Items must not be able to be removed from the sale or display area without the express knowledge and intervention of the exhibitor. Please See the Safety Officer on site if you are unsure if your display complies with the event and State Police Service Rules.

BOOTH AT ANIMAGA

The height of the dividing walls and back walls of the Booth shall be to the exact height of 2.4 meters from the pavilion floor and all walls shall be lined both sides unless backed onto another booth or wall. The Exhibitor shall at his own cost erect a partition around his Booth of not more than 2.4 metres in height to separate his Booth from adjoining Exhibitors. A Booth or Product may only occupy the area of space described herein. All personnel involved in display and construction work should be financial members of an appropriate Trade Union and covered by Workers Compensation Insurance if required by law. All Product/Service must remain within the confines of the space allocated to you, it must not impede or block walkways and/or exits.

Exhibitors will be given entry cards for themselves and their personnel to enter the Exhibition for the duration of the Exhibition. No Product or Booth may be removed during the Exhibition without permission in writing Animaga. Only the official photographers appointed by Animaga are permitted to take photographs in the Exhibition, without prior permission in writing of Animaga.

ELECTRICITY AND POWER

All electric appliances, lighting or equipment with power connection that is / will be used on Exhibition must be tested and tagged by a qualified electrician, in accordance with State Work Place Health and Safety Regulations and Australian Standard 3760-2000. It is advised that all electrical items and leads are to be tested and tagged by your nominated electrician prior to the event. Animaga cannot guarantee that Test& Tag services will be available on site. If any electrical equipment is found to be untagged, Animaga Management reserves the rights to ask for test and tag or remove untagged items from the venue.

CLEANNG, DAMAGES AND ADDITIONAL COSTS

The Exhibitor shall be responsible to ensure the cleanliness and tidiness of the Booth at all times during the currency of the Exhibition. If the Exhibitor fails to do so, Animaga may without notice to the Exhibitor, employ others to clean up and remove the Exhibitor's rubbish and the cost thereof shall be recoverable by Animaga as a debt due by the Exhibitor to Animaga. Animaga shall otherwise carry out general cleaning.

Upon completion of the Exhibition, it shall be the responsibility of the Exhibitor to remove all Products, tools and all other materials from the Booth and the Venue and the Exhibitor shall leave the Booth allocated to him at the Exhibition in the same condition as it was prior to the Exhibitor erecting or installing any displays or carrying out any other work in relation to the Booth. The Exhibitor will be liable for any damages to walls or floors of the building in which his exhibit is housed and shall not paint or otherwise alter the floor or walls. If the Exhibitor has not removed all exhibits, tools and other

material from the stand and venue as aforesaid, then Animaga may (without being obliged and without prejudice to any other right of Animaga) remove and dispose of same, in such a manner, as Animaga in its absolute discretion shall decide (including dumping). The Exhibitor shall be liable for any costs associated with the removal, storage and/or disposal of such goods. If in the sole discretion of Animaga, the goods are disposed of by sale then the Exhibitor appoints Animaga as its attorney for the purpose of transferring title to any such goods in the course of any such disposal and hereby releases and indemnifies Animaga against any waste or loss arising there from. Without limiting the generality of the foregoing, Animaga is released and indemnified by the Exhibitor from and against any duty to obtain a market price for any such goods.

STATUTORY REQUIREMENTS

The Exhibitor shall comply with all rules, regulations and requirements of the owner or operator of the Venue and of any Statute or any government or semi-government authority or department concerning, relating to or affecting the Exhibitor's participation in the Exhibition and without limiting the above, all regulations or directions issued by the Fire Department, Public Health Authorities (particularly in relation to the display of food stuffs) Liquor Administration Board (if the Exhibitor proposes the sale or consumption of alcohol) and regulations or directions issued pursuant to the Lotteries and Art Union, and/or the State Lottery Office or any similar department regarding any Art Union, Lottery, Raffle, Guessing Competition, Game or Side Show that may be conducted by the Exhibitor with the prior permission in writing of Animaga. The Exhibitor shall indemnify and Animaga indemnified against any cost, claim, action, proceedings or demand which may be made against Animaga arising out of or pursuant to the failure of the Exhibitor to comply with its obligations under this Clause.

INSURANCE

- (a) Animaga shall not be under any responsibility or liability whatsoever for damages to Products and Booth by loss, damage, theft, fire, flood, water, storms, strikes, riots, act of terror or any other cause whatever and it shall be a precondition of this Contract that the Exhibitor arrange its own insurance of the Product and Booth to cover loss or damage by any of the abovementioned means and Animaga shall be entitled but not obliged to inspect such policy prior to the Exhibitor entering the Exhibition.
- (b) The Exhibitor shall take out a Third-Party Policy with a reputable insurer containing public liability cover for an amount not less than \$20,000,000.00 and Animaga shall be entitled but not obliged to inspect such Policy prior to the Exhibitor obtaining access to the Venue. In the event of a claim for damages against Animaga for personal injury of any person, the Exhibitor shall indemnify Animaga against any such claim occurring in the Booth or by any person participating in the Booth.
- (c) The Exhibitor shall take out a worker's compensation insurance policy in respect of its employees with a reputable insurer in accordance with the Victoria's Workers Compensation Act and Animaga shall be entitled but not obliged to inspect such Policy prior to the Exhibitor obtaining access to the venue. In the event of a claim against Animaga under any Statute relating to Workers Compensation or Occupational Health & Safety, the Exhibitor shall indemnify Animaga against such claims.

CANCELLATION POLICY

If notification is received after 10th October 2023, 100% of the contracted amount is due days of cancellation. If notification is received between 10th September 2023 to 9th October 2023, 50% of the contracted amount is due days of cancellation. If notification is received between 10th August 2023 to 9th September 2023, 10% of the contracted amount is due days of cancellation.

If Exhibitor fails to make the payment required by this contract in a timely manner, Animaga reserves the right to terminate contract immediately without further notice and without obligation to refund the money paid.

Animaga reserves the right at its discretion to refuse Exhibitor permission to move in and set up an exhibit if there are any outstanding payments to Animaga. Animaga is expressly authorized to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability here under. Animaga may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations, expressed or implied, on Animaga's part to refund any payments previously made and without releasing Exhibitor removes or restricts an exhibit which Animaga considers to be objectionable or inappropriate, no refund will be due Exhibitor.

BUMP-IN AND BUMP-OUT HOURS

Vehicles are not allowed to drive into the venue during the bump-in/out time, and arrangement of trolley or pallet trolleys to move stock to convenience is to be made by the exhibitor. Arrangements must be made with the Animaga Team prior to the event for movement and placement of larger items, crates and pallets.

Any damage caused by Exhibitor, or by items affixed to venue doors, glass, floors and others, will be covered by the exhibitor in question and will be billed with a removal, cleaning and/or resurfacing cost. All Exhibitors must follow the same rules of behaviour as the rest of the attendee during the exhibition. All Exhibitors must wear the trader pass for the duration of the event, and it must be displayed and worn at all times.

Neither Animaga, nor the Melbourn Exhibition Centre will accept responsibility for the safety or well-being of any display or product item delivered to the site. It is very important that all items are clearly marked with the company name, logo and booth number(s). Neither Animaga nor the venue will take delivery of such items on behalf of the Exhibitor, unless prior arrangements have been made as per the Melbourne Exhibition Centre's terms and conditions. Please note that all products must be removed from the premises on Sunday evening.

Exhibitors are responsible in providing a safe working environment in and around their space not only during setup times, but also during event operating times in accordance with the Occupational Health & Safety Act.

All entries to the venue must have high visibility during bump-in and bump-out times, under the OH&S requirement of Melbourne Exhibition Centre. Closed-toed footwear must be worn throughout the whole event including bump-in and bump-out time. Charges and penalties may apply if your induction is not completed and able to be presented during bump-in.

LIABILITY

Animaga shall not be liable nor be in default for any delay, failure or interruption resulting directly or indirectly from acts of Gods, civil or military authority, acts of terror, public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages, electric power supply failure or failure of lifts or transportation, postage, air conditioning or any non-foreseeable lack of availability of appropriate premises.