

# Animaga 2025 Exhibitor & Artists Alley

## Terms And Conditions

By applying for exhibitor/Artist Alley/ bare space at the 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 the 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.

### 1. DEFINITIONS AND INTERPRETATION

(a) For the purposes of this Agreement, the following definitions apply unless expressly stated otherwise:

- “Director” refers to any person serving as a Director of a company that is participating as an Exhibitor in the Animaga Expo.
- “Exhibit” refers to any goods, services, or materials displayed or promoted by the Exhibitor as part of their participation.
- “Exhibition” pertains to the Animaga Expo as specified in this Agreement, scheduled to occur at the designated venue and dates, or as otherwise communicated in writing by the Organiser.
- “Exhibitor” means the individual, company, or legal entity listed as participating in the Exhibition, including their agents, employees, subcontractors, and representatives.
- “Organiser” refers to Animaga Pty Ltd, including its successors, affiliates, agents, and authorised representatives responsible for coordinating and managing the Exhibition.
- “Stand” denotes the physical space, booth, or area allocated to the Exhibitor, inclusive of any provided walls, partitions, or additional fixtures as per the booking agreement.
- “Venue” signifies the location where the Exhibition is conducted, as outlined in this Agreement or subsequently notified by the Organiser.

(b) References to singular terms include their plural counterparts, and genderspecific terms are to be understood as gender-inclusive.

(c) Any obligation or liability imposed on two or more individuals shall bind them jointly and severally.

(d) Headings are included for reference only and do not affect the construction or interpretation of this Agreement.

(e) No provision of this Agreement shall be interpreted against a party merely because that party drafted the provision.

(f) This Agreement’s provisions do not nullify rights or remedies under any related agreements unless explicitly stated herein.

(g) Written communication encompasses printed, electronic, and typed correspondence, and notices referenced herein must be provided in written form.

(h) Should any clause within this Agreement be found invalid or unenforceable, it will be severed without affecting the enforceability of the remaining provisions.

## **2. FORMATION OF AGREEMENT**

The submission of this Agreement by the Exhibitor constitutes an offer to participate in the Animaga Expo under the terms detailed herein. The Agreement becomes binding upon the Organiser's written acceptance. Payments made by the Exhibitor will not constitute acceptance unless confirmed in writing. If the offer is not accepted, any submitted payments will be returned in full.

## **3. PAYMENT TERMS**

The Exhibitor is required to pay fees as outlined in the Booking Proposal. Failure to meet payment deadlines will result in an administrative penalty of \$150 for each instance of late payment. Additionally, credit card transactions incur a surcharge of 1.6% for Visa, Mastercard payments. To qualify for early-bird discounts, payment must be completed by 1st May 2025. Full price payment is required by 31st July 2025. Spaces will not be held for Exhibitors who fail to make payment within 14 days of the tax invoice date.

## **4. SUBLETTING AND ASSIGNMENT**

Exhibitors are prohibited from assigning or subletting their allocated Stand, in whole or in part, without prior written consent from the Organiser. Such consent, if provided, does not exempt the Exhibitor from their contractual obligations.

## **5. CHANGES TO THE EXHIBITION**

(a) The Organiser reserves the right to amend the Exhibition's dates, times, or venue with a minimum notice period of 30 days, provided such changes are necessary. No refunds or compensation will be provided for such amendments.

(b) If unforeseen events such as natural disasters or government-mandated restrictions lead to the Exhibition's cancellation, the Organiser's liability will be limited to refunding the Exhibitor's paid fees.

## **6. STAND REALLOCATION**

The Organiser retains the right to relocate or reassign an Exhibitor's Stand. In cases where the new Stand is of a lesser value, the Exhibitor will receive a refund for the cost difference. Should the Exhibitor disapprove of the relocation, they may terminate this Agreement within seven (7) days of receiving notice and will be entitled to a full refund of fees paid. Animaga will ensure no reduction in Stand size and will notify Exhibitors in writing of any reallocations.

## **7. EXHIBITION HOURS**

The Organiser will establish and may adjust the operating hours for the Exhibition, including setup, dismantling, and visitor access times. Such adjustments are at the sole discretion of the Organiser and are binding on the Exhibitor.

## **8. 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 Melbourne Exhibition Centre will accept responsibility for the safety or wellbeing 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.

#### **CHILDREN RESTRICTION:**

Children under the age of 12 are not allowed in the event hall during bump-in and bump-out hours.

### **9. EXHIBITION MANUAL**

(a) The Organiser may issue an Exhibition Manual outlining rules and operational guidelines.

Exhibitors must adhere to these provisions.

(b) The Organiser reserves the right to update the Exhibition Manual. Any amendments will be binding on the Exhibitor upon notification.

### **10. DISPLAY APPROVAL**

(a) Exhibitors must obtain approval from the Organiser for all displays and demonstrations to ensure they align with the Exhibition's character and standards.

Animaga reserves the right to disallow any display or demonstration deemed inappropriate.

(b) Products or services not specified in the Booking Proposal are prohibited from display. Violations may result in removal from the Exhibition at the Exhibitor's expense.

### **11. RESTRICTED MATERIAL**

Animaga Expo is a family-friendly event. Exhibitors are permitted to sell adult material only if proper safeguards, such as cloaking devices, are in place to restrict access by minors. Illegal pornography and unlicensed materials are strictly prohibited. Playing or displaying adult themed animations or films at the event is forbidden. Non-compliance with these restrictions will result in removal from the Exhibitor Area, forfeiture of fees, and potential legal action.

### **12. 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.

### **13. 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.

### **14. CLEANLINESS**

Exhibitors are responsible for maintaining their allocated Stand in a clean and presentable condition throughout the Exhibition. If the Exhibitor fails to do so, the Organiser may arrange for cleaning services, with associated costs recoverable as a debt owed by the Exhibitor.

### **15. MEDIA CONTENT**

By attending Animaga, exhibitor consent to being photographed or recorded by the event's media team for use in social media and marketing materials without compensation. Any commercial photography or filming within the event requires prior written approval from Animaga management or to be granted a media passes.

### **16. ACCESS AND ENTRY**

Exhibitors will receive entry credentials for themselves and their personnel. Removal of exhibits or Stands during the Exhibition is prohibited without prior written consent from the Organiser. Only authorized photographers may take images within the venue.

### **17. STAND RESTORATION**

At the conclusion of the Exhibition, the Exhibitor must restore their Stand to its original condition and remove all displays, tools, and materials. Any damage or failure to comply will result in charges for repair or disposal, which the Exhibitor agrees to bear.

### **18. STATUTORY REQUIREMENTS**

The Exhibitor is obligated to comply with all applicable rules, regulations, and requirements of the Venue operator and any governmental or semi-governmental authority. This includes but is not limited to directives from the Fire Department, Public Health Authorities, and Liquor Administration Board, particularly concerning the sale or distribution of food and beverages or alcohol. Should the Exhibitor intend to host lotteries, raffles, or similar activities, prior written consent from the Organiser is required. The Exhibitor shall indemnify and hold the Organiser harmless against any claims, costs, or legal actions resulting from failure to adhere to such requirements.

### **19. ORGANISER-PROVIDED SERVICES**

The Organiser may provide services to the Exhibitor's Stand based on prior written specifications submitted at least thirty (30) days before the Exhibition. These services are subject to fees as outlined in the Organiser's schedule of charges, which must be paid within seven (7) days of invoicing or before the Exhibition commences, whichever comes first. Variations to the services post-commencement of the Exhibition will incur additional charges, payable immediately upon request. The Organiser will not be held liable for non-supply of services if circumstances beyond its control prevent their provision.

## **20. INSURANCE**

(a) The Exhibitor must arrange comprehensive insurance coverage for their Exhibit and Stand, including protection against loss, damage, or liability arising from theft, fire, flood, or other risks. The Organiser reserves the right to request proof of insurance before granting access to the Venue.

(b) The Exhibitor shall maintain public liability insurance with a minimum coverage of \$10,000,000 and provide evidence upon request. The Exhibitor agrees to indemnify the Organiser against any claims for personal injury or property damage occurring within the Stand.

(c) Workers' compensation insurance, where legally required, must be procured by the Exhibitor for all employees. The Exhibitor shall indemnify the Organiser against any claims arising from noncompliance with workers' compensation laws or occupational health and safety regulations.

## **21. NO REPRESENTATIONS**

Except as explicitly stated herein or required by applicable laws, the Organiser provides no warranties or guarantees regarding the Exhibition's success or outcomes. Exhibitors enter into this Agreement at their own risk.

## **22. ENTIRE AGREEMENT**

This document constitutes the complete and exclusive Agreement between the Organiser and the Exhibitor, superseding any prior agreements, discussions, or representations. Any modifications to this Agreement must be documented in writing, signed by both parties, and explicitly stated to be collateral to this Agreement.

## **23. EXHIBITOR'S WARRANTY**

The Exhibitor warrants that all information provided in this Agreement is accurate and complete. The Exhibitor further acknowledges that they have conducted all necessary inquiries regarding the Exhibition and are fully satisfied with the conditions of participation.

## **24. DIRECTOR'S GUARANTEE AND INDEMNITY**

Where the Exhibitor is a Proprietary Company, the Director or Directors of the Company, by signing this Agreement, guarantee the Exhibitor's compliance with all contractual obligations. This guarantee applies jointly and severally where multiple Directors are involved. Directors agree to personally undertake all indemnities and obligations imposed on the Exhibitor under this Agreement. This clause does not apply to Exhibitors that are publicly listed companies on the Australian Stock Exchange.

## **25. TAXES**

If any goods and services tax (GST) or similar tax is levied on the supplies of goods or services under this Agreement, the total amount payable will be increased to cover the tax. The Organiser shall issue a Tax Invoice to the Exhibitor as required by applicable tax legislation.

## **26. VENUE RENTAL AGREEMENT**

This Agreement is subject to the terms and conditions of the rental agreement between the Organiser and the Venue operator. The Exhibitor agrees to comply with these terms and acknowledges that they have been given an opportunity to review the relevant provisions of the Venue rental agreement.

## **27. MAXIMUM LIABILITY**

(a) The Organiser's maximum liability for any loss or damage incurred by the Exhibitor, whether arising from contract, tort, statutory breach, or any other legal cause, is limited to the total booking fee for the Stand. The booking fee is defined as the total amount paid by the Exhibitor to the Organiser within 30 days after the Exhibition concludes.

(b) Subject to any payment by the Organiser under Clause 23(a), the Exhibitor hereby releases and indemnifies (Release and Indemnity) the Organiser from all claims, damages, and actions resulting from:

(i) Any accident, damage, death, or injury to persons or property caused by acts, omissions, or defaults of the Organiser, its representatives, or third parties.

(ii) Direct or indirect financial losses, including special or consequential damages, business interruptions, or lost profits related to the Exhibitor's participation in the Exhibition. If the Organiser has been notified in writing of any foreseeable risks or issues not less than 48 hours before the event causing such damage and has failed to rectify the situation, this indemnity may not apply. Such notification must be signed and acknowledged by a Director of the Organiser.

(c) The Organiser is not liable for delays, interruptions, or failures caused by acts of God, natural disasters, military actions, acts of terrorism, accidents, utility failures, or any circumstances beyond reasonable control.

## **28. CREDIT REPORTING**

The Exhibitor authorises the Organiser to use the information provided for credit reporting purposes as deemed appropriate. The Organiser may notify credit agencies of unpaid amounts, even if disputed, without liability for any resultant claims by the Exhibitor or Guarantor.

## **29. CANCELLATION POLICY**

i) If notification is received after 25th July 2025, 100% of the contracted amount is due upon cancellation.

ii) If notification is received between 27th June 2024 to 25th July 2025, 50% of the contracted amount is due upon cancellation.

iii) If notification is received between 23th May 2025 to 27th June 2025, 10% of the contracted amount is due upon cancellation.

iv) If the Exhibitor fails to make the payment required by this contract in a timely manner, Animaga reserves the right to terminate the 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 the Exhibitor from any liability hereunder.

Animaga may also terminate this contract effective upon written notice of termination if the Exhibitor breaches any of its obligations, expressed or implied, on Animaga's part to refund any payments previously made. If the Exhibitor removes or restricts an exhibit which Animaga considers to be objectionable or inappropriate, no refund will be due to the Exhibitor.

### **30. EXHIBITOR'S ACKNOWLEDGEMENT**

The Exhibitor confirms they have had sufficient time to review this Agreement and obtain legal advice if needed. By signing this Agreement, the Exhibitor acknowledges understanding all its terms, even in cases where legal advice was declined. This acknowledgment will be considered in any judicial enforcement of this Agreement. Any disputes will fall under the exclusive jurisdiction of the Courts in the state where the Exhibition is held.

### **31. INTEREST AND DEBT COLLECTION CHARGES**

Any overdue payments owed by the Exhibitor will accrue interest at a rate of 12% per annum, calculated daily. If the debt is referred to a collection agency, the Exhibitor agrees to cover all associated fees and charges imposed by the agency.

### **32. CONFIDENTIALITY**

The Exhibitor agrees to maintain the confidentiality of the terms of this Agreement and will not disclose them to third parties, except where necessary for professional advisory services. Unauthorized disclosures will constitute a material breach of this Agreement.

### **33. LEGAL COSTS**

The Exhibitor agrees to reimburse the Organiser for all legal costs and related expenses incurred due to the Exhibitor's breach of this Agreement. A certificate issued by the Organiser's Managing Director outlining these costs will serve as conclusive evidence of the amounts owed, barring manifest error.

### **34. COVID-19 AND CONDITIONS OF ENTRY**

- (a) If the Exhibition dates are changed due to COVID-19 or other similar circumstances, the Exhibitor's booking and deposit payments may be transferred to the rescheduled dates or an alternative event agreed upon by both parties within the same calendar year.
- (b) If government-imposed border closures prevent the Exhibitor's attendance, refunds may be issued less any costs already incurred by the Organiser. Proof of such border closures must be provided to the Organiser, and this clause only applies if border policies changed after the booking was made.
- (c) The Exhibitor agrees to comply with all health and safety requirements, including but not limited to mask-wearing, vaccination proof, and digital check-ins. Failure to comply will not entitle the Exhibitor to cancel or terminate this Agreement, and such non-compliance will be treated as a voluntary cancellation.