

1. ORGANISER

In these General Conditions of Exhibition, the term "Organiser" refers to AMDA Foundation Limited (ABN 63 091 174 787).

2. LAND FORCES

In these General Conditions of Exhibition, the LAND FORCES International Land Defence Exposition to be held 1-3 June 2021, conducted by the Organiser, will hereinafter be called "The Exhibition".

3. ACCEPTANCE OF EXHIBITION ORDER

The Organiser reserves the right to decline any Exhibition Order.

Within a reasonable period of time from receipt by the Organiser of the Exhibition Order Form signed by or on behalf of the Exhibitor, the Organiser will notify the Exhibitor in writing as to whether or not such Exhibition Order is accepted by the Organiser.

Until such written notification to the Exhibitor by the Organiser of the Organiser's acceptance of the Exhibition Order, no binding legal commitment shall be deemed to arise on the part of the Organiser.

The issuing of an invoice by the Organiser to the Exhibitor in respect of such Exhibition Order shall be sufficient notification to the Exhibitor by the Organiser of the Organiser's acceptance of the Exhibition Order.

4. PRICES

All prices are in Australian dollars (AUD\$) and include Goods and Services Tax (GST).

The Organiser reserves the right to vary prices at any time prior to the opening of *The Exhibition* if either:

- there are significant increases in the rate of Government taxes or duties, or
- there are significant increases in the Organiser's costs in connection with conducting *The Exhibition*.

5. DEPOSIT

The Deposit is payable by the Exhibitor as security for the Exhibitor's performance of its obligations.

Without prejudice to any other rights or remedies available to the Organiser, the Organiser may (and is irrevocably authorised by the Exhibitor to) apply the Deposit in satisfaction (or part satisfaction) of any amounts payable by the Exhibitor, including (without limitation) the exhibition charges payable, any withdrawal, cancellation or postponement charges payable, or any losses, damage, liabilities, costs or expenses the Organiser suffers arising out of any default by the Exhibitor.

6. ALLOCATION OF SPACE

Exhibition space will be allocated by the Organiser to meet considerations of the exhibition layout and any height restrictions.

The Organiser, where possible and without any obligation, will endeavour to allocate exhibition space and positioning in accordance with priority of receipt of Exhibition Order Forms.

The Exhibitor will be notified of its exhibition space allocation following the closing date for receipt of Exhibition Order Forms.

The Organiser reserves the right, at the discretion of the Organiser, to vary exhibition space allocations and positions at any time.

7. PROHIBITION ON ASSIGNMENT

No part of any space allotted to the Exhibitor may be transferred, assigned, sub-let or shared with any other Exhibitor or any other person or corporation or entity without the prior written consent of the Organiser.

8. PRESENTATION OF EXHIBITS

The Exhibitor is required to maintain and staff its exhibits and stands throughout the complete period of *The Exhibition*.

9. VARIATION

The Organiser reserves the right to make any alterations that may be considered reasonably necessary to the nature, method of construction, positions, size of exhibition pavilions, exhibition stands or other exhibition structures or facilities or to make other variations considered reasonably necessary by the Organiser in connection with *The Exhibition*.

10. REGULATIONS

The Organiser will promulgate Exhibition Regulations for the reasonable conduct of *The Exhibition*.

The Exhibitor, its agents, contractors and respective Personnel will be subject to, comply with and be bound by the Exhibition Regulations.

The Organiser may at any time promulgate such amendments to the Exhibition Regulations, as the Organiser may consider reasonable for the conduct of *The Exhibition*, and such amendments will be binding on the Exhibitor, its agents, contractors and their respective Personnel.

To the extent of any inconsistency between the Exhibition Regulations and the General Conditions of Exhibition, the provisions of the General Conditions of Exhibition shall prevail.

11. CONTROL

The control of all aspects of *The Exhibition* is vested in the Organiser. The decisions of the Organiser and its duly authorised officials shall be binding on all Exhibitors, participants, contractors and their respective Personnel.

The Organiser shall in its absolute discretion have the right without appeal to resolve any dispute in relation to *The Exhibition* arising from any cause not the subject of an express provision of the Exhibition Regulations or the General Conditions of Exhibition.

12. ACCESS TO THE EXHIBITION

The Organiser reserves the right (but shall not be under any obligation) to control entry and access to *The Exhibition* and (without limiting the generality thereof) to:-

- promulgate Conditions of Entry,
- to refuse entry to any person, to require any person to leave the venue and to physically remove any person from the venue,
- to search all persons entering or at the venue,
- to search all bags, luggage, receptacles, clothing, promotional materials, exhibits, stands, equipment, personal property and effects entering or at the venue, and
- to require the removal of (or to remove) any bag, luggage, receptacles, clothing, promotional material, exhibits, stands, equipment, personal property, effects or other items from the venue.

13. LIABILITIES AND INDEMNITIES

To the extent permitted by law:-

- The Exhibitor, its contractors and their respective Personnel participate in *The Exhibition* at their own risk;
- No liability will be accepted by the Organiser, its Related Bodies Corporate or their respective Personnel for loss or damage to any exhibit, equipment or other property of the Exhibitor, its contractors or their respective Personnel at any time. (It is recommended that Exhibitors insure their exhibits or other equipment against such loss or damage, including risk of theft, fire, storm, flood and tempest).
- No liability will be incurred or accepted by the Organiser, its Related Bodies Corporate or their respective Personnel to the Exhibitor, its contractors or their respective Personnel (and the Organiser, its Related Bodies Corporate and their respective Personnel will be released from all liability to the Exhibitor, its contractors and their respective Personnel) in respect of direct or indirect damage, loss or injury to person or property, howsoever caused, arising from:-
 - acts or omissions of any person, corporation or entity other than acts or omissions directly and personally committed by the Organiser, its Related Bodies Corporate or their respective Personnel,
 - theft, malicious damage, terrorism or other unlawful acts,
 - fire, storm, tempest, wind, flood or other weather-related occurrence,
 - acts or omissions by visitors, patrons, attendees, invitees, Exhibitors, contractors, suppliers, licensees, performers or other Participants involved with, in or at *The Exhibition*,
 - acts or omissions of trespassers upon the venue for *The Exhibition* or any part or element thereof;
- Except where the damage, loss or injury to property or person is:-
 - directly caused by unlawful or negligent act or omission directly and personally committed by the Organiser, the Organiser's Related Bodies Corporate or their respective Personnel, or
 - a direct consequence of a breach by the Organiser of these General Conditions of Exhibition, the Exhibitor will indemnify, release and hold harmless the Organiser, the Organiser's Related Bodies Corporate and their respective Personnel against and from all claims for direct or indirect damage, loss or injury to property (including the Exhibitor's own and that of third parties) or persons, howsoever and by whomsoever caused, arising out of or related to the participation by the Exhibitor, its contractors or their respective Personnel in or at *The Exhibition*.
- The Exhibitor will indemnify and hold harmless the Organiser, the Organiser's Related Bodies Corporate and their respective Personnel against and from all direct or indirect damage, loss or injury to property (including the Exhibitor's own and that of third parties) or persons (and all claims in relation to such damage, loss or injury) caused by the Exhibitor, its contractors or their respective Personnel or, without limiting the generality of the foregoing, caused by or arising from:-
 - breach by the Exhibitor of any provision of the Exhibition Order or these General Conditions of Exhibition, or
 - non-compliance by the Exhibitor, its contractors or their respective Personnel with the provisions of any Exhibition Regulations promulgated by the Organiser in respect of *The Exhibition*, or
 - any negligent or wrongful act or omission of the Exhibitor, its contractors or their respective Personnel.

14. EXHIBITOR'S INSURANCE

The Exhibitor must obtain or provide insurance protection for all third party risks and ensure that the Organiser, its Related Bodies Corporate and their respective personnel are named as insureds in the insurance policy covering the Exhibitor's participation in *The Exhibition*.

The minimum insurance protection which the Exhibitor is required to obtain

or provide in respect of its participation in *The Exhibition* is to be whichever is the higher of:

- the existing third party insurance of the Exhibitor; or
- an amount not less than ten million Australian dollars (A\$10,000,000) for any one accident or occurrence.

15. WITHDRAWAL BY EXHIBITORS

In the event of the Exhibitor's withdrawal from *The Exhibition*, all payments made by the withdrawing Exhibitor shall be forfeited and the Organiser shall be entitled to recover from the Exhibitor all sums remaining unpaid by the Exhibitor to the Organiser.

The Organiser may endeavour to re-book any exhibition space, stand, facility, product or service ordered by the withdrawing Exhibitor. However, any such re-booking will not entitle the withdrawing Exhibitor to a refund of payment made, or a release from, any sums for which the withdrawing Exhibitor has become liable.

16. CANCELLATION OF EVENT

In the event of cancellation of *The Exhibition* or any part thereof for any reason whatsoever, the Organiser shall not be under any liability whatsoever for any expenditure, loss or liability incurred by the Exhibitor and the Organiser shall be entitled to retain all sums paid by the Exhibitors or such part thereof as the Organiser, in its absolute discretion, considers necessary to cover the Organiser's expenses incurred with *The Exhibition*.

17. VENUE, DATE AND TIMING

The Organiser reserves the right to change the venue, vary the dates, alter the timing or vary the duration of *The Exhibition* at its absolute discretion.

In the event of change in the venue, dates, timing or duration of *The Exhibition* for any reason whatsoever, the Organiser shall not be under any liability whatsoever in respect of any expenditure, loss or liability incurred by the Exhibitor, the Organiser shall be entitled to retain all sums paid by the Exhibitor to the Organiser and the Organiser shall be entitled to recover from the Exhibitor all sums remaining unpaid by the Exhibitor to the Organiser.

18. SEVERANCE

If any provision contained in these General Conditions of Exhibition shall be judged by a Court of competent jurisdiction to be either void or unenforceable, that provision shall be severed from these General Conditions of Exhibition to the extent to which it is void or unenforceable and the validity or enforceability of the remaining provisions shall not thereby be affected and the remaining provisions of such General Conditions of Exhibition shall continue in full force and effect.

19. APPLICABLE LAW

The interpretation, construction, performance and adjudication of all legal relationships between the Exhibitor and the Organiser shall be subject in all respects to the laws applicable in the State of Queensland, Australia.

All Exhibitors submit themselves irrevocably to the exclusive jurisdiction of the Courts of Queensland and the Courts of the Commonwealth of Australia having jurisdiction in that State.

20. INTERPRETATION

In these General Conditions of Exhibition:

- Words importing the singular number shall include the plural number and vice versa;
- Words importing any gender shall include each other gender and the neuter;
- Where any Exhibitor consists of more than one person or corporation or entity or any combination of the preceding the liability of such persons or corporations or entities or combination thereof shall be joint and several;
- The term "Related Bodies Corporate" has the meaning provided in section 50 of the Corporations Act 2001 (Cth) and, in connection with the Organiser, shall include - Aerospace, Maritime, Defence and Security Foundation of Australia Limited (ABN 97 003 774 838);
- The term "Personnel" shall mean:-
 - In reference to the Organiser and the Organiser's Related Bodies Corporate, the members, directors, officials, officers, staff, employees, consultants, agents and volunteers of the Organiser or the Organiser's Related Bodies Corporate; and
 - In reference to Participants in *The Exhibition* (other than the Organiser or the Organiser's Related Bodies Corporate), the Participant's members, directors, officers, officials, servants, employees, volunteers and agents and any person who participates in, or performs work or carries out duties associated with *The Exhibition*;
- The term "Participants" shall mean those persons, corporations and entities who are involved in *The Exhibition* other than the Organiser or the Organiser's Related Bodies Corporate.
- The term "Australian Small Business" shall mean an Australian firm, resident and operating in Australia, employing less than 50 people, with less than A\$25 million in annual turnover and with majority Australian ownership.

PRIVACY STATEMENT

AMDA FOUNDATION LIMITED (ABN 63 091 147 787) is an Australian not-for-profit corporation established to promote the development of aviation and Australia's industrial, manufacturing and information/communications technology resources in the fields of aviation, aerospace, maritime, defence and security.

AMDA achieves this goal by delivering Australia's most prominent and respected world-class biennial industry expositions as platforms for interaction between industry, defence, government and academia.

AMDA FOUNDATION LIMITED respects the privacy of individuals and is committed to its obligations under the Privacy Act 1988 of the Commonwealth of Australia (Privacy Act), the Australian Privacy Principles (APP) and the General Data Protection Regulation of the European Union (GDPR)

To view the full privacy statement, please visit www.landforces.com.au