

EXHIBITOR TERMS AND CONDITIONS 2025

By applying to exhibit at the 2025 Meet the Buyer Trade Show Exhibition, the Exhibitor accepts the following Terms and Conditions:

1 Applications

- 1. Exhibitors must complete an Exhibitor Application online at meetthebuyer.com.au by no later than the Application Due Date. Applications must be accompanied by:
 - a. payment of the Site Fee;
 - b. information including contact details, exhibitor representative details, marketing and promotion details, agent and distributor details.
 - c. any other documents or information required by the Event Organiser.
- 2. Once the Exhibitor Application has been approved by the Event Organiser, Exhibitors must complete a Product Showcase Form online no later than the Application Due Date. Product Showcase Forms must be accompanied by:
 - a. Detailed description/s and photos of: services and/or products that the Exhibitor intends to promote and/or display at the Event to populate Buyers Guide;
 - b. Detailed description/s and photos of: displays/ stand, activities/ activations that the Exhibitor intends to use at the Event.
 - c. any Certificates of Currency for any insurance policies required pursuant to clause 8.1; and
 - d. any other documents or information required by the Event Organiser.
- 3. If an Exhibitor does not pay the Site Fee or provide a Certificate of Currency in relation to an Application by the Application Due Date, the Application will be declined and any Site allocated to the Exhibitor pursuant to clause 2 will be re-allocated to another Exhibitor.
- 4. Applications received by the Event Organiser after the Application Due Date and that are accepted by the Event Organiser will be liable to pay a late fee equivalent to 10% of the Site Fee.
- 5. Meet the Buyer is a food and beverage only trade show. Exhibitors must not display or bring any kind of pet, cosmetic, health and pharmaceutical products or similar at the Event.
- 6. Exhibitors must only promote West Australian products at Meet the Buyer. No interstate or international products are permitted to be promoted at the Event.
- 7. Exhibitors with small tables are only allowed to present a maximum of 8 products in the catalogue and at the event.
- 8. Exhibitors with small tables are only allowed to present a maximum of 8 products in the catalogue and at the event.
- 9. Exhibitors with large tables must present a minimum of 12 16 products in the catalogue.
- 10. The Event Organiser may, in its unfettered discretion and at any time:
 - a. accept or decline any Application;
 - b. after accepting any Application and prior to the Event, withdraw its acceptance of the Application.

2 Allocated Sites

- 1. Following the review of an Exhibitor Application, the Event Organiser will notify Exhibitors whether their Application has been approved and if it has, their Allocated Site upon finalisation of the exhibition floor plan.
- 2. The Event Organiser may allocate Exhibitors to any Allocated Site it deems appropriate.
- 3. The Event Organiser may allocate a different Allocated Site to an Exhibitor at any time.



4. Exhibitors must not sell, lease or otherwise transfer their Allocated Site to any other party.

3 Exhibitor Cancellations

- 1. If an Exhibitor wishes to withdraw their Application or cancel their use of an Allocated Site, they must notify the Event Organiser. The following refund policy will apply:
 - a. For cancellations made 12 weeks or more before the Event: 100% of the Site Fee will be refunded.
 - b. For cancellations made between 9 and 12 weeks before the Event: 50% of the Site Fee will be refunded.
 - c. For cancellations made less than 9 weeks before the Event: No refund will be issued.
 - d. If an Exhibitor cancels their use of an Allocated Site, the Event Organiser may allocate that Allocated Site to another Exhibitor.

4 Delegate Cancellations

- 1. If a Delegate wishes to cancel attendance at the event, they must notify the Event Organiser. The following refund policy will apply:
 - e. For cancellations made 12 weeks or more before the Event: 100% of the Delegate Fee will be refunded.
 - f. For cancellations made between 9 and 12 weeks before the Event: 50% of the Delegate Fee will be refunded.
 - g. For cancellations made less than 9 weeks before the Event: No refund will be issued.

5 Cancellation of the Event

- 1. The Event Organiser reserves the right to cancel or postpone the Event by notifying Exhibitors in writing.
- 2. Save and except as provided for in clause 4.3.b), if the Event Organiser cancels the Event, Exhibitors will be entitled to a refund of the Site Fee.
- 3. Exhibitors will not be entitled to a refund of the Site Fee if:
 - a. the Event is postponed; or
 - b. the Event is cancelled due to a catastrophic weather event, imminent threat affecting the Event Site, public health emergency, or lawful direction of the Government.

6 Payment Terms

- 1. Payment for any services provided by the Event Organiser to the Exhibitor must be made within 7 days of the Event Organiser's invoice.
- 2. The Event Organiser may refuse entry to the Allocated Site and the Event Site if the Exhibitor has not paid any amounts due and payable to the Event Organiser.
- The Event Organiser will refuse the Exhibitor's booking for the 2025 event if any outstanding amounts are due and payable to the Event Organiser from previous years.
- 4. Exhibitor logos will only be uploaded to the Meet the Buyer website after full payment has been received.



7 Conduct of Exhibitors

- 1. Exhibitors and their Workers must comply with any directions given or conditions imposed by the Event Organiser in connection with the Event, including but not limited to any directions in any site induction provided by the Event Organiser.
- 2. Exhibitors and their Workers must conduct themselves in an orderly and respectful manner prior to, during, and immediately following the Event.
- 3. Exhibitors and their Workers must not engage in any violence, harassment, bullying, aggression, excessive alcohol consumption, or illicit substance use during the Event or in connection with the Event.

8 Health and Safety

- 1. Exhibitors and their Workers must comply with the Work Health and Safety Act 2020 (WA) and any subsidiary legislation made pursuant to the same.
- 2. Exhibitors and their Workers are responsible, so far as is reasonably practicable, for their safety and the safety of others who may be impacted by their activities on site.
- 3. The Event Organiser has the right to inspect Allocated Sites and any structure and contents therein.
- 4. All electrical equipment brought in by the Exhibitor must be tagged and tested.
- 5. If, in the Event Organiser's reasonable opinion, there is a risk to safety or property arising from the Exhibitor's use of the Allocated Site, the Event Organiser may direct the Exhibitor and/or its Workers to immediately eliminate or mitigate that risk, and the Exhibitor and/or its Workers must comply with that direction immediately.

9 Insurance and Liability

- 1. All Exhibitors must maintain a \$10,000,000.00 public liability insurance policy covering their activities in connection with the Event.
- 2. Exhibitors agree to:
 - a. occupy and use their Allocated Site at their own risk;
 - b. accept all liability for any damage or injury to any persons or property caused or contributed to by the Exhibitor in connection with the Event, including but not limited to any damage or injury caused or contributed to by its Workers;
 - c. release and indemnify the Event Organiser and its officers, employees, contractors and agents from any liability which may arise in respect of any accident, loss, damage or injury in connection with the Event.
- 3. For the avoidance of any doubt, the release and indemnity in subclause 8.2.c) includes any theft of or loss or damage to any Exhibitors' property at their Allocated Site or in connection with the Event.

10 Exhibitor Use of Allocated Sites

- 1. Exhibitors may only take possession of their Allocated Sites during the date/s and time/s advised by the Event Organiser.
- 2. Exhibitors must promote and/or display their services and/or products at their Allocated Site for the duration of the Event.
- Exhibitors must set up their exhibition infrastructure, furniture and signage completely within the allocated Event Site boundaries at the Event – Exhibition sites are 3m x 3m and 6m x 3m for Associations.
- 4. Exhibitors must complete the full bump in of equipment and products by the specified time in the exhibitor pack. All sites will be inspected by the Event Organiser ahead of exhibition doors opening.



- 5. Exhibitors that fail to comply with clause will be liable to pay a fee of \$500 to the Event Organiser, as compensation for any loss of goodwill to the Event associated with the Exhibitor's breach.
- 6. The Event Organiser may require Exhibitors:
 - a. to immediately cease promoting or displaying any service or product (whether in whole or part) at the Event where the Event Organiser reasonably believes that the product or service is not an authorised product, is unsafe, or is inappropriately themed for the Event or area of the Event Site in which the Allocated Site is located;
 - b. to remove any sign, picture or other material on display in their Allocated Sites;
 - c. to adjust or cease the use of any audio equipment.
- 7. Exhibitors must only promote and/or display their services and/or products within their Allocated Sites and must not, inter alia, canvass or hawk their services or products or distribute leaflets or other promotional material outside of their Allocated Sites. Any Exhibitor that fails to comply with this clause will be immediately removed from the Event Site.
- 8. Exhibitors may cease promoting and/or displaying their services and/or products and may commence vacating their Allocated Sites at the conclusion of the Event.

11 Food and beverages

- 1. All Exhibitors preparing and/or serving food or beverages must obtain and at all times comply with all necessary statutory requirements and approvals in connection with the Event, including but not limited to venue and LGA health requirements, liquor licensing and hygiene regulations.
- Exhibitors are required to submit a CS209F4 Classification for Proposed Services Events & Conferences Form and submit to the Event Organiser by the Advised Due Date, which will be forward to the Event Venue for approval. Information pertaining to Food Sampling, Cooking Demonstrations, Food Handling, Food Preparation and Cooking Appliances can be detailed in this form.
- 3. Exhibitors must display copies of any approvals referred to in clause 10.1 and must provide copies of the same to the Event Organiser on request.
- 4. If Buy West Eat Best or another government body finds that an Exhibitor has failed to comply with any requirements or approvals referred to in clause 10.1, the Exhibitor will be immediately removed from the Event Site.

12 Product Sales

1. The Event is an industry-only event designed for showcasing products and facilitating future B2B transactions. Exhibitors and delegates are not permitted to sell, or purchase take products home on the day, there is the opportunity to explore and discuss potential partnerships and future sales.

13 Liquor

1. Without limitation as to clause 10, Exhibitors serving alcohol must have a licensed Responsible Services of Alcohol attendant on their Allocated Site at all times.

14 Competitions

1. All competitions, games of chance and raffles (howsoever described) are prohibited unless approved by the Event Organiser.



15 Vacating Allocated Sites

- 1. Exhibitors must vacate their Allocated Sites in accordance with subclauses 13.2.
- 2. Exhibitors are responsible and liable for the condition of their Allocated Site from the time they commence occupying the Allocated Site until they have vacated and cleared the Allocated Site to the satisfaction of the Event Organiser. Exhibitors who fail to clear their Allocated Sites to the satisfaction of the Event Organiser will be liable to pay a clean-up fee of \$500.
- 3. Exhibitors must take all steps to ensure their Allocated Site is returned to its original condition, including but not limited to the removal of all exhibits, infrastructure and display material on the Allocated Site. Failure to comply with this subclause will result in the Exhibitor being liable to pay any costs incurred by the Event Organiser in returning the Allocated Site to its original condition.

16 Promotional materials and use of intellectual property

- 1. Exhibitors may only use the Event Organiser's intellectual property, including but not limited to the name and logos of the Event and the Event Organiser and any exhibitor guidelines, buyers guide, maps or images of the Event Site, with the Event Organiser's written authorisation and approval.
- 2. The Event Organiser will make digital marketing materials available for Exhibitors to use.
- 3. Photography (still and video) taken by the Event Organiser, its representatives or accredited media during the Event will remain the property of the Event Organiser and may be used by the Event Organiser for promotional purposes.
- 4. Any Exhibitor that wishes to be excluded from media exposure or being photographed or filmed must advise the Event Organiser in writing at least one week prior to the event.
- 5. Any images purchased or commissioned by Event Organiser are the property of the Event Organiser.
- 6. The Event Organiser may edit supplied listings to conform to brand guidelines, grammatical rules, publication tone and style for reproduction in marketing collateral.
- 7. The Event Organiser will endeavour to provide full and accurate listings from provided details, however, no compensation will be made for omitted or incorrect listings.

17 Conditions of entry

1. Access to the Event is strictly limited to organisations and individuals who have completed the registration process as either an exhibitor or a delegate via the official Event website. All attendees must wear their accreditation lanyard, which must be visible at all times during the event.

18 Privacy

- 1. The Event Organiser collects, uses and discloses personal information to administer the Event and for related purposes, such as promoting the event, in accordance with its Privacy Policy.
- The Event Organiser is committed to maintaining the strict confidentiality of all collected information and has implemented security measures to protect it from unauthorised access. While efforts are made to safeguard data, the wide circulation of the 'Buyers Guide' presents a minimal risk of unauthorised third-party access. In



the event of a significant breach, affected parties will be notified as required by the Australian Privacy Act 1988.

- 3. The Event Organiser complies with the Spam Act 2003 (Cth) to ensure that all communications sent adhere to Australian regulations.
- 4. The practices of the Event Organiser are also guided by the Australian Consumer Law (ACL) under the Competition and Consumer Act 2010 (Cth), which prioritises fair trading and consumer protection.

19 Copyright

1. All content and materials produced by Meet the Buyer are the property of Meet the Buyer and are protected by copyright laws. Reproduction, distribution, modification, or any other use of this content and materials without prior written consent from Meet the Buyer is prohibited. Unauthorised use may result in legal action.

20 General

- 1. In these Terms and Conditions, the following terms have the following meanings:
 - a. Allocated Site means a site allocated to an Exhibitor for the Event pursuant to clause 2.
 - b. Applications means applications for an Allocated Site at the Event made pursuant to clause 1, including applications accepted by the Event Organiser.
 - c. Application Due Date means 5.00pm AWST on Friday 19 September 2025.
 - d. Event means the Meet the Buyer held at the Event Site on TBC October 2025, 10am 4pm.
 - e. Event Organiser means Atelier House of Events Pty Ltd, on behalf of Buy West Eat Best.
 - f. Exhibitor means any person, business, organisation or group that sells or promotes their services and/or products at the Event under these Terms and Conditions, or who has made an Application to promote and/or display their services and/or products at the Event pursuant to clause 1.
 - g. Event Site means Crown Perth.
 - h. Worker means any person carrying out work in any capacity for an Exhibitor and includes work as an employee, contractor, subcontractor, apprentice, trainee or volunteer.
- 2. For the avoidance of any doubt, Exhibitors will be liable for any breach by their Workers of these Terms and Conditions or failure by their Workers to comply with these Terms and Conditions.
- 3. Any notice required to be given by an Exhibitor to the Event Organiser under these Terms and Conditions must be given by email to <u>events@atelierhouseofevents.com</u> unless these Terms and Conditions expressly provide otherwise.
- 4. No failure by the Event Organiser to exercise, and no delay in exercising, any right, power or remedy under these Terms and Conditions will operate as a waiver.
- 5. These Terms and Conditions are governed by the laws of Western Australia.