

THE BEND MOTORSPORT PARK – EXHIBITOR TERMS AND CONDITIONS

1. Application

An agreement is formed between you and TBMP on the terms in these Conditions upon acceptance by TBMP of your Application. By paying the Fee, you agree to be bound by these Conditions.

2. Definitions

- (a) **Application** means an application to be accepted as an approved exhibitor for a Stall at the Site during the Event.
- (b) **Conditions** means these Exhibitor Terms and Conditions.
- (c) **Equipment** means any plant, equipment, stock and other items brought onto the Site in connection with your use of the Stall.
- (d) **Event** means the event at the Site described on the exhibitor booking form.
- (e) **Event Hours** means the gate opening times on each day during the Event as determined by TBMP or a party nominated by TBMP, in their discretion.
- (f) **Fee** means the fee payable by you to TBMP for the use of the Stall at the Event as notified by TBMP upon acceptance of your Application. You may request details of the Fee prior to submitting your Application.
- (g) **Insolvency Event** means (i) a party is or becomes unable to pay its debts when they are due, (ii) a party enters into any arrangement or compromise with its creditors, (iii) a receiver, administrator, liquidator or other external administrator is appointed to the party or over any of the party's assets, or an application or order is made for the winding up or dissolution of that party, or (iv) a party commits an act of bankruptcy.
- (h) **Exhibition Area** means the area within the Site where the Stalls are located.
- (i) **Permitted Vehicle** means a vehicle which forms the structure for your Stall (for example, a food truck) or any display vehicle and for which TBMP has provided its prior written consent.
- (j) **Personnel** means a party's employees, agents and subcontractors.
- (k) **Site** means The Bend Motorsport Park, 543 Dukas Highway, Taillem Bend.
- (l) **Stall** means the location within the site designated by TBMP for you to provide or display goods or services during the Event.
- (m) **TBMP** means The Bend Motorsport Park Pty Ltd (ACN 609 932 685).
- (n) **Temporary Infrastructure** means the temporary infrastructure offered by TBMP to you at the time you submitted your Application.
- (o) **you** or **your** means the person named in the Application.

3. Interpretation

In these Conditions:

- (a) words in the singular include the plural and vice versa,
- (b) other grammatical forms of a defined term have corresponding meanings;
- (c) no rule of construction will apply to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it, a reference to: (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority; (ii) a person includes the person's legal personal representatives, successors, permitted assigns and persons substituted by novation; (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation; (v) \$ or dollars is to the lawful currency of Australia; and (vi) notice, notification or consent means notice, notification or consent in writing.

4. Applications and Acceptance

- (a) TBMP may refuse an Application for any reason in its sole discretion.
- (b) Upon acceptance of your Application, TBMP will notify you of the location of your allocated Stall. The location of your Stall will be determined by TBMP in its sole discretion having regard to a number of factors, including without limitation the size of the Stall, your electrical requirements and the products you offer for sale or display. TBMP's determination of your Stall location is final and not subject to dispute and TBMP may change your Stall location at any time prior to commencement of the Bump-In Period by notice in writing to you.

5. Location, Bump-in and Bump Out

- (a) Bump-in will occur on the dates and times advised to you by TBMP (**Bump-In Period**). You may be allocated a specific bump-in time depending on the location of your Stall.
- (b) If you do not arrive at your specified bump-in time, TBMP reserves the right to refuse you entry to the Site and if such entry is refused, you will not be entitled to any refund of the Fee.
- (c) Bump-out will occur from conclusion of the scheduled activities for the Event. You must not start packing down your Stall prior to this time without TBMP's prior consent. You must vacate the Site by no later than twelve (12) hours after the conclusion of the Event or other such time as agreed with TBMP prior to the Event and if you fail to do so, TBMP may (at your cost) take such action it considers necessary to remove your Equipment from the Site and will not be liable to you for any loss or damage you incur in connection with any such action.

6. Stall Requirements

- (a) Except for any Temporary Infrastructure TBMP agrees to provide under clause 7, you are solely responsible for providing all Equipment and staff required to operate your Stall (including without limitation, any shade structures, marquees, electrical equipment, lighting, tables etc).
- (b) Any structure you install or erect at your Stall must comply with TBMP's Temporary Structure Policy (available when you complete your Application).
- (c) Equipment must not be placed in walkways or outside your Stall.

7. Temporary Infrastructure

- (a) TBMP may (in its sole discretion and subject to availability) agree to provide you with Temporary Infrastructure as set out in your Application.
- (b) The price for the Temporary Infrastructure will be as notified to you by TBMP and such price shall be payable at the same time and in the same manner as the Fee is payable.
- (c) Title in all Temporary Infrastructure remains with TBMP at all times. Risk in the Temporary Infrastructure passes to you on and from commencement of the Bump-In Period.
- (d) You must maintain the Temporary Infrastructure in good condition during the Event and you indemnify TBMP against any loss or damage suffered or incurred by TBMP in connection with the Temporary Infrastructure.
- (e) You acknowledge and agree that Stalls do not have access to electricity connections other than the Temporary Infrastructure and you will not be entitled to terminate these Conditions or request a refund of the Fee if you fail to request sufficient Temporary Infrastructure for your needs.

8. Trading Times

- (a) The Exhibition Area will be open for trade during the Event Hours. You must not trade from or operate out of your Stall outside of the Event Hours.
- (b) Except with TBMP's prior consent, you must ensure that your Stall trades for at least 4 hours during the Event Hours on each day of the Event.

9. Fees and Payment

- (a) In consideration for TBMP allowing you to trade from the Stall during the Event, you agree to pay TBMP the Fee.
- (b) You must pay TBMP the Fee prior to commencement of the Bump-In Period. If you fail to pay the Fee, TBMP may, without liability and in its sole discretion, refuse you entry to the Site.

10. Security

You acknowledge and agree that (i) any security provided by TBMP (if any) is general and not specific to your Stall, (ii) you are solely responsible for the security of your Stall and (iii) TBMP will have no liability to you in respect thereof.

11. Vehicles and Parking

- (a) Except for Permitted Vehicles, you are not permitted to have any vehicles at or around your Stall during the Event Hours. Permitted Vehicles must remain parked and not be moved at all times during the Event Hours except with our prior consent.
- (b) Vehicles accessing the Site (including without limitation, Permitted Vehicles) must be registered, roadworthy and covered by insurance under clause 21.
- (c) If a Permitted Vehicle is a display vehicle, you acknowledge that you have read and agree to the Terms and Conditions of Display Vehicle (available at the time you complete the Application).
- (d) TBMP may (in its sole discretion), by notice to you, allow vehicles on-Site during the Event for the purpose of loading and unloading goods.

12. Personnel and Tickets

- (a) If credentials apply to the Event, TBMP will provide you with Exhibitor Credentials based on the size of your Stall as set out in the Application at no cost to you. These passes may only be used by your Personnel who are staffing your Stall.
- (b) Your Exhibitor Credentials will be available for collection from the day prior to the Event from the Welcome Centre on the Site. Credentials will only be issued if you have completed the Credentials Request Form (on TBMP's website) and paid the Fee (and any price for the Temporary Infrastructure) to TBMP in full.

13. Exclusivity and Restriction on Goods

- (a) TBMP reserves the right (in its sole discretion) to prohibit, restrict or prevent the sale or supply of any items at the Site and if directed by TBMP, you must immediately remove the same from the Site. TBMP will not be liable for any loss you incur (including without limitation indirect or consequential loss) as a result of any such direction.
- (b) You acknowledge and agree that: (i) TBMP may enter into exclusive arrangements with other suppliers (including your competitors) in respect of certain products that you may sell in the course of your business, (ii) you must not sell or supply any products other than those specified in your Application, (iii) you will not supply or bring onto the Site any glass products.
- (c) In addition to the other obligations in this clause 13, you must not sell or otherwise supply any of the following at the Site at any time: (i) soft drinks, iced tea, water (still, sparkling, flavoured or coconut) or sports drinks not produced or distributed by Coca-Cola Amatil, (ii) coffee, tea or hot chocolate products, (iii) milk products (including plain milk, flavoured milks and alternative milk products), or (iv) liquor.

14. Conduct

- (a) At all times while on Site, you must, and must procure that your Personnel: (i) act professionally and courteously and not permit any unauthorised or unlawful activity within the Site; (ii) comply with all of TBMP's policies and conditions applicable to the Site including without limitation these Conditions, the Conditions of Entry and the Ticket Terms and Conditions; and (iii) immediately comply with any reasonable directions of TBMP or its Personnel (including TBMP's security contractors and work health and safety officers) or any member of SAPOL.
- (b) TBMP reserves the right to immediately expel from the Site any person who fails to comply with this clause 14.

15. Licence to Access Site

Subject to these Conditions, upon acceptance of your Application, TBMP grants you a limited, non-exclusive licence to use the Stall and access the Site to supply goods and services to persons attending the Event.

16. Presentation

- (a) You acknowledge that the visual appearance of your Stall may impact on TBMP, the Event or the Site and you agree that you will present your Stall in a professional, stylish and clean manner and will promptly comply with all of TBMP's directions regarding the appearance of your Stall.
- (b) All of your signage is subject to the prior consent of TBMP and TBMP may require that you immediately remove or cover any signage which TBMP considers (in its sole discretion) is inconsistent with any of TBMP's obligations in respect of the Event or otherwise has an adverse effect on the reputation of the Event, the Site or TBMP.
- (c) All of your products offered for sale must be clearly marked with a price.

17. Intellectual Property

You are not permitted to use any of TBMP's intellectual property associated with the Event or the Site without the prior written consent of TBMP. You grant TBMP a limited, non-exclusive, royalty free licence (but without any obligation) to use your intellectual property for the purpose of promoting the Event and the products and services available to spectators at the Event.

18. Site Restrictions

Except with the prior written consent of TBMP you must not: (a) bring any pets or livestock onto the Site, (b) use any amplified music or other sound generating equipment, (c) sleep or camp at the Stall or within the Site, or (d) bring any prohibited items onto the Site.

19. Safety and Compliance with Laws

- (a) **(Electrical Equipment)** All electrical Equipment brought onto the Site by you or your Personnel must be appropriately tested and tagged by a suitably qualified electrician in accordance with relevant Australian Standards and fitted with circuit breakers. TBMP may refuse to connect any electrical Equipment if TBMP deems such Equipment unsafe or unsuitable for the Site.
- (b) **(Fire Safety)** You must provide suitable fire safety equipment (including fire extinguishers and fire blankets) having regard to the nature of your business to be undertaken at the Stall and must comply with all laws, regulations and directions or policies of TBMP in relation to fire prevention and emergency evacuation procedures. All LPG bottles you bring onto the Site must comply with relevant laws, standards and regulations.
- (c) **(Site Induction)** Prior to commencement of the Bump-In Period, if required by TBMP, you and all of your Personnel who will attend the Site during the Event must complete TBMP's site induction process.

- (d) **(Incident Reporting)** You must immediately report all accidents, emergencies and incidents to TBMP and provide TBMP with all assistance required by TBMP to comply with any investigation or reporting requirements.
- (e) **(Compliance with Laws)** At all times while on Site, you must, and must procure that your Personnel, comply with all laws, regulations, codes, and standards applicable to the Site, your business or the Event including without limitation Work Health and Safety laws.

(f) **(Licences)** You must obtain all licences, approvals or authorisations necessary for you to provide your products or services at the Site.

(g) **(Food Safety)** If your business involves the preparation, sale or supply of food or beverage products, you must comply with the *Food Act 2001* (SA) and the *Australia New Zealand Food Standards Code* and will provide all consents required by TBMP to meet its obligations.

20. Cleaning and Waste Disposal

- (a) At all times during the Event, you must: (i) keep your Stall and the area around it clean, tidy and free from waste; (ii) subject to clause 20(a)(iii), dispose of all waste in the bins provided; (iii) not dispose of any liquid waste on Site except with the prior consent and in accordance with any directions of TBMP; (iv) upon conclusion of the Event, remove all waste and return the Stall and the area around it to the condition as at the commencement of the Bump-In period and remedy all damage caused to the Stall and the area around it (fair wear and tear excepted).

21. Insurance

- (a) At all times from commencement of the Bump-In Period to the time you and your Personnel vacate the Site and have removed all of your Equipment, you must maintain the following insurances: (i) Public liability insurance of no less than \$20m per occurrence and which notes TBMP and Peregrine Corporation Pty Ltd as an interested party; (ii) any workers' compensation insurance required by law; (iii) insurance of all Equipment, vehicles (including Permitted Vehicles) and any other item you bring onto the Site for full replacement value against damage, theft, loss or destruction however arising; and (iv) any other insurances required by law, directed by TBMP (acting reasonably) or that a prudent business person would hold in respect of a business of the same kind as your business.
- (b) You must provide TBMP with a certificate of currency for all relevant insurances prior to commencement of the Bump-In Period.

22. Liability, Release and Indemnities

- (a) You acknowledge and agree that TBMP makes no guarantee as to the number of spectators attending the Event or the projected volume of sales you may make at the Event and you will not be entitled to any refund or compensation in the event that you do not achieve your expected sales.
- (b) TBMP will not be liable for any failure or delay in performing its obligations under these Conditions for reasons beyond TBMP's reasonable control.
- (c) Subject to clause 22(d), TBMP will have no liability, whether in tort (including, without limitation, negligence), contract or otherwise and whether direct, indirect, special or consequential, arising from or in connection with the Event, except for any liability which cannot be excluded by law (in which case TBMP's liability is limited to maximum extent permitted by law).
- (d) In respect of any warranty, condition, guarantee or liability which cannot be excluded under the Australian Consumer Law, TBMP's liability is limited to (at TBMP's discretion): (i) for goods, the repair or replacement of the goods or the refund of the cost of the goods or payment of the cost to repair or replace the goods, or (ii) for services, the provision of those services again or payment of the cost of having those services provided again.
- (e) Except to the extent caused or contributed to by the negligence or wilful misconduct of TBMP, you indemnify and hold harmless TBMP and each of its Personnel from all claims, loss (including indirect or consequential loss), damages or costs (including legal fees on a solicitor and own client basis), arising in connection with (a) any breach by you or your Personnel of these Conditions, (b) your Application, (c) damage, loss, injury (including illness) or death in connection with your use of the Stall, and (d) your attendance (or that of your Personnel) at the Event.
- (f) The Site is a motorsport facility. You acknowledge that motorsport can be dangerous and you accept the risks associated with the activity at the Event and on the Site in making your application for a Stall at the Event.

23. Termination

- (a) TBMP may terminate these Conditions immediately by notice to you if: (i) you or your Personnel breach these conditions and such breach is not remedied within a reasonable period notified to you by TBMP; (ii) you are subject to an Insolvency Event; (iii) the Event is cancelled or rescheduled for reasons beyond the control of TBMP; or (iv) you or your Personnel do anything which TBMP (in its sole discretion) considers is likely to have a detrimental effect on the reputation of TBMP, the Site or the Event.
- (b) You may terminate these Conditions: (i) if TBMP is subject to an Insolvency Event; or (ii) if the Event is cancelled or rescheduled by TBMP other than for reasons beyond its control.
- (c) On termination of these Conditions for any reason whatsoever TBMP may direct you to vacate the Stall (and/or the Site) immediately in which case you must immediately remove all of your Equipment from the Site;
- (d) If these Conditions are terminated under clauses 23(a)(iii) or 23(b), TBMP will refund you the Fee and such refund will be your sole remedy in connection with such termination.

24. General

- (a) All notices under these Conditions must be addressed to the registered office, postal or email address of a party. You acknowledge and agree that a notice will be validly given if sent to the contact details set out in your Application.
- (b) These Conditions may only be amended by agreement between you and TBMP in writing.
- (c) You must not (i) subcontract, or (ii) assign, any of your rights or obligations under these Conditions without the prior written consent of TBMP. TBMP may give or withhold its consent at its absolute discretion.
- (d) TBMP may assign any of its rights or obligations under these Conditions: (i) to a related entity without notice, or (ii) to any other third party with notice.
- (e) TBMP may only waive a right or obligation under this agreement by notice in writing to you. Any waiver applies only to the particular instance for which it is given.
- (f) This Agreement is governed by the laws of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia and the Federal Court of Australia (Adelaide Registry).