

EXHIBITOR TERMS & CONDITIONS

By applying to exhibit at Supanova Comic Con & Gaming in any capacity, including but not limited to Exhibitors, Vendors, Sponsors, or Artisans in The Alley, you agree to be bound by the Terms and Conditions as specified below, and any other restrictions or guidelines deemed necessary by Supanova Comic Con & Gaming, their agents, underwriters, Venue Contract Managers or other relevant stakeholders. Supanova Comic Con & Gaming reserves the right to update and change these Terms and Conditions at any time.

General:

- 1. Supanova Comic Con & Gaming 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 Supanova Comic Con & Gaming, who does not comply with the stated requests.
 - No compensation for loss of money will be issued for undertaking the necessary adjustments nor for failing to obey instructions resulting in expulsion from Supanova Comic Con & Gaming and its representatives.
- 2. Supanova Comic Con & Gaming is committed to providing a safe and healthy working environment for its Employees, Contractors and Volunteers, all of whom have the right to be treated with respect. In line with Supanova Comic Con & Gaming's Code of Conduct, occupational aggression, violence and harassment towards any team member will not be tolerated, whether it occurs in person at an event, or via phone and/or email communications pre- or post events.

Occupational aggression is defined as any incident in which a worker is threatened, abused or assaulted in circumstances that arise throughout the course of their work, including but is not limited to:

- Threats or other intimidating behaviours that causes a person to believe they
 are in danger of being physically attacked. It may involve an actual or implied
 threat to safety, health or wellbeing.
- Verbal, physical or psychological abuse.
- Physical attack, such as pushing, shoving, tripping, grabbing, hitting, pinching, scratching, kicking, biting, spitting or any other type of direct physical contact.

- Aggravated assault, such as attacking with a weapon (knives, guns, clubs) or any other type of weapon (thrown object, furniture etc.).
- Sexual harassment and sexual assault.
- 3. In line with Supanova Comic Con & Gaming's <u>Code of Conduct</u>, Exhibitors must not engage in any conduct that offends, insults, humiliates, intimidates, threatens, disparages or vilifies others on the basis of race, religion, colour, gender, sexuality, disability, descent or national or ethnic origin. This includes but is not limited to interactions with Employees, Contractors, Volunteers, and Attendees, as well as any items on display at the Exhibitor's Stand.

SUPANOVA COMIC CON & GAMING RESERVE THE RIGHT TO REQUEST THAT ANYONE WHO BREACHES THESE POLICIES LEAVE THE EVENT, WITH REFUSALS TO VACATE TO BE ESCALATED TO POLICE. SHOULD THE ABUSE BE OVER THE PHONE AND/OR VIA EMAIL, YOUR BOOKING WILL BE CANCELLED AND YOU WILL BE BANNED FROM EXHIBITING AT FUTURE EVENTS.

- 4. Any Exhibitor that fails to occupy their space for whatever reason will forfeit their money. There are **NO REFUNDS OR TRANSFERS** available once Supanova Comic Con & Gaming has received payment and the digital registration form.
- 5. Displays must stay within the confines of Exhibitors' allocated space, and must not impede aisles and/or walkways, or block exits. This includes but is not limited to cabinets, shelving, display cases, tables, stock containers, clothes racks, stages and equipment.
 - Displays and signage must not protrude past the height (2.4 metres) or width (per your booking) of any Supanova-provided walling without express permission from Event Management.
- 6. No sale or spruiking can occur outside the boundaries of your stand (including outside the venue, or in aisles, seminar rooms or thoroughfares) without prior approval.
- 7. All tables must have table covers, recommended to be the approximate length to reach the floor in front of your Stand. Tablecloths are NOT supplied as part of registration these can be ordered from the Expo Supplier, or exhibitors may provide these themselves. Please bring them and some extra sheets to cover your stock overnight if required.

- 8. Microphones, sound amplification and machine demonstrations from, at, or within the Stand are permitted only where the level of sound causes no annoyance to other Exhibitors or the visiting public, as determined solely by Supanova Management.
- 9. The official closing time of Supanova Comic Con & Gaming is 1800 (6:00pm) on the Sunday of the event. No dismantling of displays is permitted until the site is cleared of visitors and Supanova Comic Con & Gaming makes the appropriate announcement. This is to ensure the safety of the general public still occupying the space.
- 10. Supanova Comic Con & Gaming cannot guarantee access for vehicles within the venue to unload or pack your items, nor the availability of pallet trolleys or forklifts. Please ensure that your stock can be moved by hand or bring an appropriate trolley. You must make arrangements with Supanova Comic Con & Gaming Operations prior to the event for the movement of larger items, crates and pallets.
- 11. The sale or giveaway of stickers and/or balloons is permitted with strict restrictions and conditions. Any sticker with an adhesive must be packaged and sealed, this also applies to decals. Balloons must not be sold or given away containing helium or any lighter than air gases.
 - Exhibitors that are found to be distributing stickers, decals and/or balloons of any size outside of these conditions will have stock confiscated and returned upon conclusion of the event. Any damage to the building, fixtures or property belonging to another and deemed to have been the result of stickers distributed from within Supanova will have a clean or repair cost incurred by the instigating Exhibitor.
- 12. Sale or sampling of any food or beverage items whether packaged or fresh is not permitted without written consent from the Event Organiser and Venue. This includes but is not limited to candy or sweets, canned drinks, and hot or baked goods. Supanova Comic Con & Gaming reserves the right to confiscate without return, any consumable items not removed by Exhibitors and to consume them ourselves. Approved food and drink Items must list Ingredients on their packaging or will be banned from sale or sample.
- 13. Children under the age of 16 are not permitted to enter the hall during bump-in or bump-out periods which are both defined by the need to be wearing high visibility clothing, closed shoes and/or required a venue safety induction to be onsite Security Officers have instructions not to allow children under 16 years of age onsite or left alone within vehicles in loading dock during these times.

We recommend making alternative arrangements for any children in your care during these times, as the Supanova Team accept no responsibility for minding them for you during bump-in and bump-out.

- 14. Registration from the following groups/parties are not accepted to the Supanova Comic Con & Gaming:
 - a. Political Parties or affiliates
 - b. Smoking Groups or campaigners
 - c. Alcohol Groups or campaigners
 - d. Controlled or Illicit substance-related Groups or campaigners
- 15. Supanova Comic Con & Gaming is a drug and alcohol-free event. Persons that supply or consume alcohol outside of approved areas or times, or are in possession of illegal drugs, will be removed from the event and the authorities contacted, if required.
- 16. When the opportunity presents, Supanova Comic Con & Gaming may host three-day events (Friday, Saturday, and Sunday) with bump-in days brought forward by 24 hours.

Should a previously announced two (2) day event be extended to three (3) days, there will be no increase to existing Booking Fees, including Stand space, furniture hire, and power. Please note, however, that Supanova Comic Con & Gaming accepts no liability for any additional costs incurred due to the change, such as flight or accommodation bookings, a third day of parking, etc.

Exhibitors who have registered for an extended event will be notified as soon as possible via email, with any booking amendments or cancellation requests required within twenty-one (21) days of when said email was sent by Supanova Comic Con & Gaming. Cancellations received within this 21-day period will be eligible for a full refund on payments made for that booking, as per the following refund policy.

Extended Event Refund Policy:

1. **Notification of Extension:**

 Exhibitors who have registered for the extended event will be notified of the extension via email as soon as possible.

2. Refund Eligibility:

 Exhibitors who are unable or unwilling to attend the extended three-day event are eligible for a refund of their Booking Fees, including furniture hire and power where relevant. Refund requests must be submitted in writing to <u>accounts@supanova.com.au</u> within twenty-one (21) days of Supanova Comic Con & Gaming first notifying Exhibitors of the additional day via email. Requests received outside of this period will not be eligible.

Refund Process:

- Refund requests will be processed within fourteen (14) days of receiving a valid written request.
- Refunds will be issued using the same payment method initially used for the booking.

No-Show Policy:

 Exhibitors who do not attend any portion of the extended event and fail to provide a refund request within the specified time frame forfeit their eligibility for a refund.

Force Majeure:

 In the event of unforeseen circumstances or force majeure events that lead to the change of the event duration, Supanova reserves the right to modify the refund policy as deemed reasonable and fair to all parties involved.

Communication:

 Supanova Comic Con & Gaming will make every effort to communicate the changes and refund policy quickly and effectively, providing clear instructions on how Exhibitors can initiate refund requests.

General Refund Policy

- 1. No monetary refunds will be issued due to exhibitor change of mind or change in circumstances meaning the exhibitor cannot attend.
- 2. Should an exhibitor wish to cancel their attendance, a minimum of 21 days notice is required. All applications to cancel need to be submitted in writing to accounts@supanova.com.au. Should the request to cancel be approved, an 85% credit may be raised against the account if. Should a credit be issued, the credit will be valid for two years at any of our shows. This is at the discretion of Supanova if less than 21 days.

Safety and Risk:

- 1. All Exhibitors, their Suppliers, Contractors, Staff and Assistants are classified as workers under State and Federal Acts and Regulations pertaining to Work Health and Safety. These regulations state that all workers are to show due diligence in keeping their work area clean, safe and risk-free, and to report all hazards, incidents, or injuries to Supanova Comic Con & Gaming Management. More information about common risks and hazards will be available in the Exhibitor Manual.
- By registering for an event, Exhibitors indicate their understanding and acceptance of Supanova Comic Con & Gaming's Health and Safety Policy under these Acts.
 Supanova Comic Con & Gaming encourages all Exhibitors to develop their own inhouse safety policies for their Staff and Volunteers.

3. Safety Vests and Closed Shoes:

- It is mandatory for all Exhibitors and Personnel to wear approved safety vests during bump-in and bump-out periods. Covered shoes must also be worn.
 Thongs, flats, sandals or heels are NOT acceptable footwear during these times.
- Those not wearing the appropriate attire will not be granted entry to the Exhibitor Hall or the loading dock.
- If you do not have vests, you can pre-purchase them via Supanova Comic Con
 & Gaming's Exhibitor Portal.

Electricity and Power

- All portable equipment, appliances, chargers and lighting used at the Supanova Comic Con & Gaming event site (i.e. anything that is plugged into the venue power supply) must be tested and tagged in accordance with state Workplace Health and Safety Regulations and Australian Standard AS/~ 3760:2010.
- More information can be found in the Supanova Comic Con & Gaming Work
 Health and Safety Policy and Exhibitor Manual.

Public Liability Insurance

1. Except for any liability that cannot by law be excluded, Supanova Comic Con & Gaming shall not be held responsible for any loss, injury or damage suffered by any person or persons while within the area of their Stand or across the wider event.

- 2. In the event of a claim made against Supanova Comic Con & Gaming, the Exhibitor indemnifies Supanova against any liability for, or arising out of, their attendance at the event. This includes, but is not limited to, injury, loss or damage (including loss of opportunity), regardless of the cause of any such injury, loss or damage.
- 3. Supanova does not provide insurance to Exhibitors and accepts no liability for any loss or damage to the Stand (or any equipment, displays, or products therein) irrespective of the cause of said loss or damage. The Exhibitor shall be solely responsible for taking out any insurance to cover the Exhibitor against any such loss or damage.
- 4. All Exhibitors, Co-Exhibitors, Vendors, occupants of The Alley, and contractors are required to provide proof of Public Liability Insurance. This refers to damage or injury caused to third parties and/or visitors on or in the vicinity of your Exhibition Sand or hired space, or by the fault of your products.
- 5. This is delivered in the form of a "Certificate of Currency", the details of which must be supplied to Supanova Comic Con & Gaming via the Supanova Exhibitor Portal. It is advised that Exhibitors possess a copy of this throughout the duration of the show, including bump-in and bump-out periods.
- 6. Where applicable, copies of Workers Compensation and Professional Indemnity Insurance documents (including those of subcontractors) need to be available upon request.
- 7. Supanova Comic Con & Gaming cannot recommend an insurance policy suitable for your Exhibitor Stand or space within The Alley. Please contact your insurance broker to enquire about the most appropriate coverage for your business at the event.

NOTE: Public Liability Insurance does not cover theft of your products, nor damage to your products or displays caused by third parties. We recommend contacting your broker for advice on other forms of business insurance that would cover your business under these circumstances.

Delivery/Collection of Goods:

1. Neither Supanova Comic Con & Gaming nor the Event Venue will accept responsibility for the safety or security of any displays, products or other goods delivered to the site.

- 2. It is very important that all items are clearly marked with your company name and contact details, Stand name, collection and delivery details, as well as the name of your freight company.
- 3. It is advisable to clearly mark the consignment number on the items to reduce confusion during collection, or to track goods in transit.
- 4. Please note that all goods and/or property must be removed from the premises on the Sunday evening of the event, or have freight forwarding pick-up confirmations prior to midday (12:00pm) on the Monday immediately following the conclusion of the show.

Literature and Spruiking:

- 1. The distribution of leaflets and other promotional materials is confined to the Stand area and is not permitted in the hallways or elsewhere within the exhibition grounds unless permission has been supplied directly by Supanova Comic Con & Gaming.
- 2. The Organisers reserve the right to prohibit the display or distribution of advertising material that could cause offence, regardless of the Exhibitor's intentions. Materials that have been flagged by Organisers may be confiscated for the duration of the event, with no compensation to be provided to the Exhibitor.

Restricted Material:

- Pornography is strictly forbidden for sale or giveaway at Supanova Comic Con & Gaming, as are any items that would be classified as illegal under any/all state or territory law within Australia. This includes but is not limited to unclassifiable extreme or explicit restricted materials or those that contain paedophilia in any form.
- 2. All other adult material must not be visibly displayed or within reach of any minors (persons under the age of 18) and carry appropriate and/or comparative classification.
- 3. Should Supanova Management deem an item to be inappropriate for sale or display, the Exhibitor will have the opportunity to remove it immediately. Failure to do so, or placing the items back on display for sale after removal, will result in immediate expulsion from the event with NO refund or compensation of costs incurred to attend. These decisions are solely at the discretion of Supanova Comic & Gaming, and no further discussion or correspondence will be entered into.

- 4. Bubble blowers/machines, aromatherapy, incense or any other item that emits vapour, detergent, haze or odour into the atmosphere is strictly prohibited for use while at the event. This is to account for potential slip hazards, allergies or respiratory conditions, as well as damage to the venue.
- 5. The Sale and display of weapons, knives, swords, replicas and props that have the potential to cause injury must adhere to strict conditions and restrictions. State and federal Guidelines for the legal and acceptable trade of these items are available to Exhibitors upon request.
- 6. Certain controlled items, including but not limited to axes, machetes, knives and swords, cannot be sold to minors (persons under 18 years of age) and must also be securely stored prior to sale, such as in locked cabinets or tethered to your Stand, ensuring that they cannot be removed without staff assistance. Restricted items, such as certain gel blasters that could be mistaken for real firearms, cannot be sold to minors and must be securely stored.

Bootleg or Unlicensed Materials:

- 1. Supanova Comic Con & Gaming enforces a zero-tolerance policy for the ownership or sale of unlicenced, bootleg or illegal products. Spot-Check Inspections of stock will be randomly conducted throughout the event.
- 2. Al-generated artwork that has been created using sourced content the Exhibitor does not hold the legal rights to is considered unlicensed material and is not permitted for sale at Supanova Comic Con & Gaming. It is the responsibility of the Exhibitor to provide evidence of their right to utilise others' artwork in their creations should their stand be flagged for inspection.
- 3. Any Exhibitor found to be selling unlicensed, bootleg or illegal product will have the opportunity to remove it from display and sale immediately. Failure to do so, or placing the items back on display for sale after removal, will result in immediate expulsion from the event with NO refund or compensation of costs incurred to attend.
- 4. Please be aware that, under these circumstances, you will not be eligible for any compensation as noted in point (1) of the General section of these Terms and Conditions. It is the responsibility of all Exhibitors to bring and provide all relevant documentation that proves your materials are not suspect, which must be available upon request for Organisers to review on all days of the event.

Classification Restrictions:

- Any visual displays (film, video, video games or other multimedia) that are rated MA15+ or above, or the equivalent as determined by the National Classification Scheme, are required by law to be within a closed or monitored space and not to be seen by those who do not have the desire to do so. Children under the age of the Classification specification must be accompanied by a guardian.
- **2.** Further information regarding your responsibilities as an Exhibitor, as well as appropriate order forms and additional show details, will be made available in the Supanova Comic Con & Gaming Exhibitor Manual, released prior to the event.

Advertising and use of Supanova Comic Con & Gaming:

Logo

- Supanova Comic Con & Gaming can provide an electronic version of the Supanova Comic Con & Gaming logo and website banner in *.jpg or *.eps format for inclusion in your advertising, promotional publications, magazine and e-News advertisements, or as a link from your website.
- The Organisers must approve all uses of the Supanova Comic Con & Gaming logo prior to publication or broadcast of recorded material.
- Approval for the use of the Supanova Comic Con & Gaming logo is for the
 original request only and does not grant rights to its usage in perpetuity. A list
 of its intended uses must be clearly communicated to Organisers prior to use
 with, no usage outside of what has been agreed upon by Supanova Comic
 Con & Gaming.
- To obtain the high-resolution image please contact <u>branding@supanova.com.au</u>
- To enquire about additional promotional use of the Supanova Comic Con & Gaming logo (such as creating or commissioning items to sell or give away), please contact branding@supanova.com.au

Enquiries

 If you have any questions regarding the Terms and Conditions pertaining to your contract as an Exhibitor at Supanova Comic Con & Gaming, please go to the Supanova Contact Page.