



Sponsor/Exhibitor and Stall Holder Terms and Conditions

The generality of the terms and conditions set out below are intended to assist all parties involved in maintaining a safe and healthy operation while at the Adelaide Multicultural Eid Festival (AMEF).

These conditions constitute an agreement between you and the AMEF which governs all aspects of your sponsorship, exhibition and/or stall at the Eid Festival. To the extent of any inconsistency, these conditions apply. By applying with us, you, as a prospective sponsor and/or exhibitor, acknowledge you have read and agree to be bound by this agreement.

1 Sponsorship / Exhibition / Stall Booking Guidelines, Acceptance and Payment

- 1.1 Sponsorship applications are open all year. To sponsor our event, visit our website on <https://adelaideeidfestival.com.au/sponsor/>.
- 1.2 Stall booking applications open one month prior to the AMEF. To express your interest, fill out the form on <https://adelaideeidfestival.com.au/stall-booking/>.
- 1.3 The Stall booking form is an expression of interest ONLY. You will be advised on the outcome of your EOI once it has been reviewed by the Eid Festival Stall Manager, in writing.
- 1.4 The AMEF reserves the right to accept and/or reject stall applications without the need to provide reasons.
- 1.5 The fee for sponsorship and stall bookings at the Eid Festival is correct at time of publication. The AMEF reserves the right to change the fee at any time, but changes will not affect applications which have already been confirmed.
- 1.6 The fee is due the sooner of:
 - 30 days of our notification of acceptance of your application; or
 - at least one week prior to the date of the Festival.
- 1.7 You will be deemed to have cancelled your booking on and from the expiry of this period if we have not received the balance payment by the due date.

2 Allocations

- 2.1 Our acceptance of your application grants those benefits detailed in the purchased package, including, where relevant, an allocation of Exhibition/stall space.
- 2.2 Exhibition/stall spaces are allocated strictly on a 'first-accepted, first-served' basis. Upon accepting your application, we will provide written confirmation of your allocated

Exhibition/stall space(s) when available, as well as a valid tax invoice for the total amount payable.

2.3 Our allocation of Exhibition/stall spaces is final. You agree to accept your allocated Exhibition/stall space.

2.4 You must not:

- Assign, sublet or share the whole or any part of your allocated exhibition/stall space without our prior written consent;
- Hold a fundraising of any kind without prior consent;
- Erect any sign, display or obstruction beyond your allocated exhibition/stall space, whether into an adjoining exhibitor's/stall holder's exhibition/stall space or common area;
- Damage, in any way, the walls, floors, ceilings or any other surface of the venue or the exhibition space; or
- Do anything which may vary or render void or voidable any insurance policy maintained by us or the venue.

2.5 We do not guarantee and make no representations about the minimum numbers of attendees or delegates to the event. We are not responsible or liable for any refund or compensation in any way, if the total number or type of attendees or delegates are below your expectations.

3 Rules

3.1 You must comply with any particular conditions, manuals, rules, regulations or usage requirements of the AMEF and the venue, as amended from time to time, as if the same were set out at length in these conditions. These documents are available from us on request, and we will use reasonable efforts to update you of subsequent amendments.

3.2 You must comply with all verbal and written directions given by us or the venue whilst at, entering or departing the venue.

4 Hours

4.1 The dates and times you may access your allocated exhibition/stall space, including for bump-in and bump-out, will usually be set by the venue. We will notify you of these times, and you must not access the venue other than during these times, without our prior written consent.

4.2 If an exhibitor/stall holder fails to appear at the given bump-in time, the AMEF has the discretion to cancel the exhibit/stall without refund.

- 4.3 Entry to the venue for exhibitors is open from 7.00am. Exhibitors/stall holders who fail to arrive by 9.00am and do not provide us with written notification, will be denied entry.
- 4.4 Exhibitors/stall holders will be provided with the facilities they have paid for. Additional facilities can be provided subject to availability and the discretion of the AMEF. In such instance, the exhibitor/stall holder must pay upfront the due charges.
- 4.5 Exhibitors/stall holders must not dismantle their exhibition space, or remove any items in anticipation of such, before the Festival's published closing time, unless otherwise agreed.

5 Food and Cosmetic Exhibitions

- 5.1 Exhibitors/food stall holders are required to read and comply with all related local food exhibit requirements, including Food Safety Standards and Public Health Regulations – Safe and Hygienic Practice Guidelines apply.
- 5.2 Exhibitors/food stall holders must have a food license to cook and sell food in the Festival. If you do not have a food license or have not notified your local Council, you are required to notify your participation (of your stall) in the Festival by lodging a food business notification form for temporary food exhibition to your local Council.
- 5.3 Where cooking is to take place, the exhibitor/food stall holder is required to set up floor covering to preserve the ground from food/oil spills. Any oil or food spills may result in forfeiture of bond.
- 5.4 Exhibitors/food stall holders must bring their own waste oil bins. Exhibitors/stall holders are not permitted to pour oil onto the floor, the grass area or down drains. Otherwise, cleaning charges apply.
- 5.5 Exhibitors/food stall holders must ensure that only HALAL products are sold from their stalls. Contact the AMEF if you are unsure about whether a certain product is halal or not.
- 5.6 All food and cosmetics stalls MUST read, understand, and comply with the General Halal Guidelines provided.
- 5.7 Exhibitors/stall holders are responsible for waste and recycling collection and must dispose their rubbish in the bins shown by management.
- 5.8 Proper food preparation safety procedures must be used, required food temperature must be observed and all hygienic manners must be followed.
- 5.9 Exhibitors/stall holders must have competent staff for food handling. Staff must be present all times during the operation of the stall.
- 5.10 The AMEF reserves the right to immediately close (without any refund) an exhibit should the stall not comply with food safety or Halal requirements/General Halal Guidelines.

5.11 'Health and Hygiene Responsibilities for Food Business' guideline may be provided to you on demand and is also available on the SA Health Website.

6 Cancellation and Refund Policy

- 6.1 Where permitted, you may cancel your stall by written notice to the AMEF through admin@amef.com.au.
- 6.2 The stall booked can be cancelled and a refund will be paid subject to the deduction of a 10% service charge. Refunds will only be granted upon request within 3 days from the date of payment.
- 6.3 Refunds will not be issued for bookings made 40 days before the Festival date regardless of the 3 days policy.
- 6.4 No amounts are refundable other than by operation of this clause, including for unused or unrequired facilities.
- 6.5 This clause survives the termination of our agreement with you.

7 Privacy

- 7.1 Protecting the privacy and personal information of delegates is an important aspect of the way the AMEF implements its activities, online and offline.
- 7.2 You must maintain a valid privacy policy, and ensure all personal information obtained in connection with the Festival must be handled in accordance with that policy and the Privacy Act.
- 7.3 You must not do anything to cause or contribute to the AMEF breaching the Privacy Act.

8 Risk management

- 8.1 You use the venue and all associated facilities at your own risk.
- 8.2 It is your responsibility to ensure all materials, products or samples provided or available at the Festival comply with all relevant codes governing them. Your supply of materials, products or samples to any person before, during or after the Festival is entirely at your risk.
- 8.3 It is your responsibility to maintain the cleanliness of your stall. Stall holders must make sure they have appropriate resources and required tools for cleaning the area they occupy. The AMEF may impose cleaning charges or forfeit their bond if the area used by the stall holder is found unclean.
- 8.4 We ordinarily rely on security provided by the Festival's venue, however, we may (but are not obliged to) engage additional security. You may engage additional security at your cost and with our prior written consent.

- 8.5 Despite anything else in these conditions, the AMEF accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials, stall or other belongings brought by you or on your behalf to the venue, whether by fire, theft, accident, injury or otherwise. We recommend you obtain appropriate insurance to cover any related loss or damage.
- 8.6 By bringing any items or equipment (whether or not electrical or electronic) into the venue, you warrant they are safe, compliant with all relevant standards and approvals, and will function without loss or damage to persons or property.
- 8.7 You must effect and maintain current employers liability, public liability insurance and, if relevant, product liability insurance covering your exhibition space, products and equipment, for the duration of your involvement in the Festival (including any bump-in and bump-out periods – see clause 4).
- 8.8 To the maximum extent permitted by law, we exclude all indirect or consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) by you in connection with the Festival.
- 8.9 Any liability incurred by us and your sole remedy in connection with the Festival will be limited at our election to the replacement of any goods or services or the repair of any goods (or reasonable payment for the same), save that nothing in these conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the Competition and Consumer Act (Commonwealth) and the Australian Consumer Law. If these Acts impose any inalienable consumer rights these conditions are to be read down but only to the extent of any inconsistency.
- 8.10 You release us from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts, omissions or negligence in connection with this agreement or any event. You further indemnify the AMEF, its volunteers, managers, officers, agents, contractors and sub-contractors against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by us in connection with this agreement.
- 8.11 Nothing in this clause derogates or detracts from any obligations imposed by the venue, which are additional.

9 Unavoidable occurrences

9.1 Situations may arise where we must reallocate, redesign or vary the location, dimensions or floorplan of your allocated exhibition/stall space, any other exhibition/stall space or associated or adjoining area. If so, we will use our best efforts to ensure the new exhibition/stall space is as close to the original in size and prominence as is practical. You must accept such reallocation, redesigning or variation and must not make any claim for compensation or a reduction in the amount payable or otherwise.

9.2 In the Festival, the opening, closing or duration of the Festival is cancelled or amended whether by our decision or that of the venue, and for any reason including but not limited to, fire, flood, labour disputes, natural disasters, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes or other similar events, we may cancel the Festival. If so, you will not be entitled to any refund or to claim for any compensation, loss or damage.

10 Termination

10.1 If you fail to strictly comply with any of:

- these conditions;
- the relevant Festival prospectus; or
- any relevant requirements stipulated by the fire department, health department or applicable State, Territory or Commonwealth law, and the failure is incapable of remedy or, if remediable you fail to remedy it within 5 business days of us giving you notice of your failure, we may terminate our agreement with you.

10.2 In addition to clause 10.1, we may immediately terminate this agreement by written notice to you if you:

- being a company, have appointed a receiver, receiver and manager, trustee, administrator, other controller or similar official over any of your assets or undertakings, you are or become unable to pay your debts when they are due, or you are presumed to be insolvent; or
- being an individual, become bankrupt or enter into any arrangement or composition with your creditors or propose to do so.

10.3 If our agreement with you is terminated for any reason, clause 6 will apply, and you will be deemed to have cancelled your booking as of the date of termination.

11 General

- 11.1 The AMEF reserves the right to amend these conditions from time to time. The conditions governing your attendance at the Festival will be those in force at the time of your registration for the Festival, or attendance at the Festival if you do not need to register (as applicable).
- 11.2 The failure, delay, relaxation or indulgence on the part of the AMEF in exercising, in part or whole, any power, right or remedy conferred upon that party by these conditions do not operate as a waiver of that power, right or remedy.
- 11.3 If any provision of these conditions is invalid or not enforceable by a court of competent jurisdiction, the relevant condition is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting any other provision.
- 11.4 These conditions are governed by and are to be construed in accordance with the laws in force in South Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and waives any objection that it may have that proceedings have been brought in an inconvenient forum.