

TERMS & CONDITIONS

The following terms and conditions relate to exhibiting at or sponsorship of the Fundraising Institute Australia Conference and Awards:

1. If the Exhibitors fail to comply in any substantial respect with the terms of this agreement the Organisers shall have the right to sell the space and the Exhibitor shall be liable for any loss suffered by the organisers thereby, and all monies paid by the Exhibitor hereunder shall be absolutely forfeited to the Organisers. If the Exhibitor fails to occupy the said space by the advertised opening of the show, the Organisers are authorised to occupy or cause the said space to be occupied in such manner as it may deem best for the interest of the Exhibition without refund to the said Exhibitor and without releasing the Exhibitor from any liability hereunder.
2. There is to be no sale or promotion of products or services that conflict with the FIA Code. The conference organisers have the right to remove any products from display that are inappropriate without penalty.
3. Virtual or hybrid conference only: FIA and their technology providers will take all necessary precautions to ensure there are no disruptions to a virtual or hybrid conference. However, neither FIA nor their technology providers will be held responsible should a technical issue take place affecting a Sponsor/Exhibitor.
4. No Exhibitor shall erect any sign, stand, wall or obstruction, which in the opinion of the Organisers interferes with an adjoining Exhibitor.
5. All Exhibitors and Sponsors shall be producers, importers or representatives for goods and/or services displayed. No Exhibitor shall display on his stand any advertisement for goods manufactured and/or sold, or services provided by a non-Exhibitor unless written permission has been obtained from the Organisers.
6. Dismantling the Exhibits. Exhibits must not be removed and displays not be dismantled either partially or totally, before the closing time on the last day of the Exhibition. All exhibits and display material must be removed as soon as possible and by the time indicated.
7. Exhibitors shall comply with the rules and regulations stipulated by the Organisers, the venue management, the Health Department and the Metropolitan Fire Brigade and with all relevant State and Commonwealth Acts.
8. The Exhibitor will not damage any walls or floors or ceiling of the exhibition area in which their stand is located - by nails, screws, oil, paint, or any other cause whatsoever and the Exhibitor shall be liable for, and make good at its own expense, any such damage.
9. Exhibitors and Sponsors have seven (7) days in which to make their final payment when it falls due. After this time, if the final payment has not been received, the stand will be available for sale to another firm. All deposits paid to this stage will automatically be forfeited and no refund will be made. No Exhibitor shall occupy his stand space in the Exhibition until all monies owing to the Organisers by the Exhibitor are paid in full.
10. Exhibitors' Liabilities. The exhibitor agrees to assume all risks of loss, injury, theft, or damage of any kind or nature whatsoever to any exhibit or component thereof, including any goods, merchandise, papers, and business records, or other property that may be in or come into the exhibitor's possession during the course of the Conference or in the course of assembling or dismantling the

exhibit for the Conference. The exhibitor assumes all liability for damage to property, person, or persons arising from accidental or other causes incidental to movement and operation of the exhibit and hereby releases the Organiser, its contractors and venue.

- 10a. The exhibitor agrees to forward to the Organiser proof of their public liability coverage to no less than \$5million at least 7 days before the commencement of bump-in. The exhibitor will be stopped from commencing their stand bump-in until the public liability certificate of currency has been received by the Organiser.
11. The Exhibitor is responsible for the safety of their products, display and stand. During move-out period, material should not be left unattended at any time.
12. It is the responsibility of the Exhibitor to leave their stand space clean and tidy during the Exhibition and after moving out.
13. The Organisers reserve the right to postpone the holding of the Exhibition from the set dates, and to hold the Exhibition on other dates as near to the original dates as practicable, utilising the right only where circumstances necessitate such action and without any liability to the Organisers.
14. If due to any unforeseen circumstances it is found necessary to close the Exhibition on any day or days or to vary the hours the Exhibition is open the Organisers reserve the right to do so, at their sole discretion.
15. Cancellation. In exceptional circumstances the Organisers will be prepared to consider cancellation of their Contract with Exhibitors or Sponsors, but only if the following conditions are complied with:
 - a. That the request for cancellation is submitted in writing;
 - b. That the Organisers are able to re-let the cancelled space in its entirety;
 - c. That the reason given for the request of the cancellations is, in the opinion of the Organisers, well founded;
 - d. That the Exhibitor or Sponsor agrees that the Organisers shall retain 50 percent of the contract price if the cancellation is accepted between six months to three months before the opening of the Exhibition and 100 percent of the contract price if the cancellation is accepted within three months of the opening of the Exhibition.
16. The Organisers reserve the right in unforeseen circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organisers.
17. Conduct of Exhibitors and Representatives.
 - a. Annoyance: The Organisers reserve the right to stop any activity on the part of, supplied by, promoted by or facilitated by any Exhibitor that may in the opinion of the Organiser cause any annoyance, loss or damage of any kind to other Exhibitors, Sponsors or visitors. Business must be conducted only from the Exhibitor's own stand and under no circumstances may this be carried out from a gangway or elsewhere in the Exhibition.
 - b. Microphones: The use of microphones and announcements (amplified or otherwise) is permitted, but the volume must not be such as to cause annoyance to other Exhibitors. The Organisers reserve the right to prohibit their use if in the Organisers' opinion any annoyance is being caused.
 - c. Gangways: Any encroachment upon gangways or passages shall be deemed to be a breach of contract and articles or goods found therein during the period of the Exhibition may be removed by the Organisers or their agents and the Organisers shall not be responsible for any loss thereto occasioned by such removal.

- d. Publicity Material: Any publicity material shall be displayed and/or given away only from within the Exhibitor's own stand. Sponsorship activities shall only occur within the area of the Exhibitor's own stands - roving masseurs, wandering dancers etc. will not be allowed without prior approval by Organiser.
 - e. Competing Events: The Exhibitor shall not arrange competing events against any of the official Conference events without prior written approval by the Conference organiser. All requests must be submitted no later than three months prior to the commencement of the Conference.
 - f. Timing: Exhibitors shall ensure that events arranged by them before and after Conference will not overlap with Conference activities
 - i. Breakfast Conferences must finish 15 minutes prior to the commencement of the program, and
 - ii. Evening functions not commence until 30 minutes after the end of the program.
18. The Organisers shall not be responsible for any damages claimed by any person or persons who may be injured whilst in the area allotted to the Exhibitor and the Exhibitor agrees to indemnify the Organisers in the event of any claim made against the Organisers.
 19. Right of Rejection. Exhibits are admitted to the Exhibition, and shall remain there, solely on strict compliance with these Rules and Regulations. The Organisers reserve the right to prohibit in whole or in part and reject any Exhibitor or his representative in the case of failure to comply with the Rules and Regulations. There shall be no return of payment if the Organisers deem such rejection or prohibition necessary.
 20. No stand or area within a stand may be sublet in any manner without consent of the Organisers. A surcharge will apply in this instance.
 21. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Sponsorship and Exhibition Prospectus, these Regulations shall prevail.

COVID-19

The health and safety of all FIA Conference attendees is of utmost priority. FIA intend to work closely with ICC Sydney to ensure all current COVID-safe guidelines and protocols are met. These will be aligned with all relevant Government health advice at the time. It is expected that all sponsors, exhibitors and delegates will adhere to any guidelines and protocols as well.

FIA are very committed to holding FIA Conference 2022 in person. If it becomes necessary to alter the delivery of the Conference because of health advice, we will plan to convert to a hybrid delivery in the first instance and move to a fully virtual delivery only if absolutely necessary. Only in extreme circumstances would FIA consider cancellation of the conference.

If a change of delivery is required, it will be determined by the circumstances out of FIA's control at the time.

FIA will keep in close contact with you throughout the planning of Conference 2022 and work with you, adjusting your benefits and package, should a change in delivery be required. Benefits will be reviewed and refunds may be offered. Refunds will be determined by what arrangements we can make in consultation with you to achieve your objectives in any new format.

If cancellation of Conference 2022 occurs, a full refund will be offered.