



VENDOR TERMS & CONDITIONS/EXHIBITOR CONTRACT

Acceptance of Terms. These Exhibitor Vendor Rules & Regulations (including any amendments thereto by CYCLING AUSTRALIA & AFFILIATES, GTR or Event Management Solutions Australia the “Exhibitor Rules”) apply to each Exhibitor, Trade Team, or other vendor exhibition (each, an “Exhibitor”) owned or organized by CYCLING AUSTRALIA & AFFILIATES (or its affiliates; GTR and Event Management Solutions Australia) (“CA”). The vendor (“Exhibitor”), if granted (or if it otherwise uses or has the right to control) an Exhibitor space (whether or not such space is validly applied for), is bound by the Exhibitor Rules and the Booth Application Form (collectively, the “Exhibitor Contract”). Any failure by Exhibitor to promptly comply with any provision of the Exhibitor Contract (“Non-Compliance”) will constitute a breach of contract and may, if CYCLING AUSTRALIA or AFFILIATES elects in its sole discretion, result in closure (or restriction) of Exhibitor’s Exhibitor space, and/or termination (or restriction) of Exhibitor’s Exhibitor rights at future CA events; in each case (except as otherwise provided in the Exhibitor Contract) without any right to refund or compensation to Exhibitor.

3. **Application for Participation.** All applications for participation must be made on the prescribed Site Booking Form. On receipt of the duly completed Site Booking Form and the Deposit (as defined in Clause 4 of the Exhibitor Rules), CYCLING AUSTRALIA & AFFILIATES may register the Exhibitor as a participant in the Event if space is available. No purchase of space shall officially be completed nor shall access to the Exhibitor be granted until full payment is made.
4. **Availability.** Site Booking Forms are handled on a first-come, first-served basis, and Exhibitor spaces are subject to availability. CYCLING AUSTRALIA & AFFILIATES also reserves the right to accept or reject, for any reason, any application for any Exhibitor space. Booth/location preference is not guaranteed. CYCLING AUSTRALIA & AFFILIATES reserves the right to relocate any booth in the interest of a better showing of exhibitors or any other reason CYCLING AUSTRALIA & AFFILIATES deems appropriate.
5. **Payment.** Payment is in to be made in full at the time of booking. Payments or bookings made after August 11, 2017 will incur a 20% late booking fee. If Exhibitor pays late, CYCLING AUSTRALIA & AFFILIATES may terminate the Exhibitor Contract and cancel the Exhibitor space and such Exhibitor’s right to participate in the Exhibitor will cease to be of any effect, in which case Exhibitor will not be entitled to refund of the first payment amount.
6. **Cancellations.** Cancellation requests by Exhibitor must be in writing and delivered to Event Management Solutions Australia by August 25th, 2017. All cancellations will incur a 10% cancellation fee. Cancellations made after August 25th will result in forfeiture by Exhibitor of the total amount(s) paid by Exhibitor for such Exhibitor. Change requests by Exhibitor must be in writing and delivered to CYCLING AUSTRALIA & AFFILIATES before August 25th, 2017. CYCLING AUSTRALIA & AFFILIATES reserves the right to accept or reject, or require conditions respect to, any requested change.
7. **Late Arrivals.** If Exhibitor anticipates arriving at (or setting up) the Exhibitor location later than the date or time communicated by CYCLING AUSTRALIA & AFFILIATES as the proper move-in/set-up window (a “Late Arrival”), Exhibitor shall promptly notify Event Management Solutions Australia. For any Late Arrival, CYCLING AUSTRALIA & AFFILIATES reserves the right to (a) re-assign Exhibitor’s space to a third party to ensure a professional appearance of the Exhibitor (including without limitation by having a contiguous row of occupied Exhibitor spaces (i.e., no “gaps”) on every day of the Exhibitor) and to assign Exhibitor to a replacement space after the Late Arrival, and/or (b) require Exhibitor to move-in/set-up only after the Exhibitor is closed for the day (i.e., “after hours”).
8. **Not Transferable.** Exhibitor shall not assign or delegate any of its rights or obligations under the Exhibitor Contract. Exhibitor spaces are not transferable. Exhibitor shall not assign, share, or sublet any part of the Exhibitor space. Only Exhibitor’s own business and products/services may be promoted in its Exhibitor space. Any purported assignment, transfer, sublicense, or delegation in violation of the Exhibitor Rules is void from the beginning.
9. **Items for Sale.** Prior to the Exhibition, Exhibitor must provide to CYCLING AUSTRALIA & AFFILIATES via Event Management Solutions Australia a written description of all of Exhibitor’s proposed activities, samples/products/services, and give-a-away items, all of which will be subject to the prior written approval of CYCLING AUSTRALIA & AFFILIATES’s contractor Event Management Solutions Australia.
10. **Prohibited Activities and Products.** CYCLING AUSTRALIA & AFFILIATES via Event Management Solutions Australia reserves the right to remove Exhibitor and its accompanying exhibit material from the Exhibitor in if CYCLING AUSTRALIA & AFFILIATES deems, in its sole and absolute discretion, any activity or presentation inappropriate or detrimental to CYCLING AUSTRALIA & AFFILIATES, other exhibitors, the public, consumers, athletes, employees, contractors, or the professional nature of the Exhibitor. CYCLING AUSTRALIA & AFFILIATES reserves the right to prohibit Exhibitor from exhibiting, keeping, or promoting in the Exhibitor space any goods or services that CYCLING AUSTRALIA & AFFILIATES reasonably deems detrimental or harmful to CA, the event, the host venue, or any third party (including without limitation any other sponsors or exhibitors to which CYCLING AUSTRALIA & AFFILIATES has granted exclusivity (or other preferential right) with respect to any product or service category in connection with the Exhibitor or the applicable event). Exhibitor shall not display information or advertising or supply entry forms in relation to any non-CYCLING AUSTRALIA & AFFILIATES events of any kind unless Exhibitor has received prior written approval. Exhibitor shall give advance written notice to CYCLING AUSTRALIA & AFFILIATES

(or its affiliate's) on-duty Exhibitor Manager of any promotional competitions / giveaways that Exhibitor will conduct at or in connection with the Exhibitor.

11. **Safety; Security.** CYCLING AUSTRALIA & AFFILIATES will not be responsible for the safety of Exhibitor spaces, exhibits, exhibit material, and/or Exhibitor's merchandise, products, equipment, goods, signage, or personnel ("Exhibitor Items") against theft, fires, accident, or any other cause before, during, or after the Exhibitor. Exhibitor understands that the Exhibitor may be held outdoors and that the Exhibitor is responsible for the safety of its exhibit during inclement weather. Although it is anticipated that security personnel will be on duty during non-Exhibitor hours, all property within or in connection with Exhibitor space is solely Exhibitor's responsibility. Exhibitor shall make provisions for the safekeeping of its Exhibitor Items before, during, and after the Exhibition.
12. **Operation/Use of Exhibitor Spaces.** During the construction and dismantling of its Exhibitor space/stand/booth, Exhibitor must comply with the time periods scheduled for such activities as set out in the Confirmation Brief or as otherwise communicated to Exhibitor. At all times while the Exhibitor is open to visitors, Exhibitor shall ensure that its Exhibitor space/stand/booth is continuously manned and open to visitors. CYCLING AUSTRALIA & AFFILIATES reserves the right to require Exhibitor to remove all trash, debris, third-party items, and Exhibitor Items that in the reasonable opinion of CYCLING AUSTRALIA & AFFILIATES may be considered to be offensive or a conflict with sponsor/exhibitor restrictions. No staples, nails, etc. are permitted on the Exhibitor booth/stand walls. Posters and other promotional material for stand walls may be attached with velcro. Exhibitor shall not make or allow any noise, music, or sound that, in reasonable discretion, is a nuisance or otherwise adversely affecting other exhibitors, any visitors, or the public.
13. **No Auctioning; No Activities Outside Booth.** Exhibitors shall not auction, or cause to be auctioned, any goods or services at or in connection with the Exhibitor. Any solicitation of business or any offering of advertising material, products, services, samples or publications by the Exhibitor may take place only from within Exhibitor's space. "Mobile" sampling or other "mobile" sales or marketing efforts are not permitted.
14. **Tear-Down; Clean-Up.** Exhibitor shall not pack or dismantle any part of its Exhibitor space or Exhibitor Items (or begin to pack or dismantle) prior to the published tear-down time (of, if applicable, the time of termination of the Exhibitor Contract or cancellation of the Exhibitor). Prior to such time (as applicable), Exhibitor must remove all trash, debris, third-party items, and Exhibitor Items before the time indicated by CYCLING AUSTRALIA & AFFILIATES representative, and Exhibitor shall ensure that the Exhibitor space is restored, to the reasonable satisfaction, to the state and condition as it was immediately before the Exhibitor. If Exhibitor fails to do so, CYCLING AUSTRALIA & AFFILIATES reserves the right to impose a reasonable fee for trash removal (which Exhibitor hereby agrees to pay, and hereby authorizes CYCLING AUSTRALIA & AFFILIATES to charge the credit card, if any, provided by Exhibitor to CYCLING AUSTRALIA & AFFILIATES for payment of Exhibitor space rental fees).
15. **Insurance.** With respect to and during Exhibitor's involvement with the Exhibitor, Exhibitor must maintain in full force and effect Comprehensive Public Liability insurance, providing at least \$10,000,000 in coverage per occurrence. Such policies must name "CYCLING AUSTRALIA & AFFILIATES, contractors, officers, directors, employees, agents, successors, assigns, and affiliates" as additional insureds. Nothing in this paragraph limits the amount of liability for which Exhibitor may be responsible. Upon request, Exhibitor shall promptly provide to CYCLING AUSTRALIA & AFFILIATES a copy of a certificate that evidences the insurance coverage and additional insureds required hereby.
16. **Indemnification.** Exhibitor shall indemnify, defend, and hold harmless CYCLING AUSTRALIA & AFFILIATES, each of its affiliates, each of their respective successors and assigns, and each of the respective owners, contractor's, directors, officers, employees, partners, managers, representatives, and agents of CYCLING AUSTRALIA & AFFILIATES and such affiliates, successors, and assigns from and against any and all claims, causes of action, losses, damages, injuries, deaths, harms, liabilities, suits, proceedings, settlements, judgments, awards, fines, penalties, taxes, court costs, fees (including any attorneys' fees, legal fees, expert fees, accounting fees, or advisory fees), charges, costs, or expenses directly or indirectly arising out of, relating to, or in connection with: (a) operation, use, set-up, tear-down, over-stay, or holdover of Exhibitor's Exhibitor space (including without limitation any injury or death to any person, or any loss, damage, theft, or destruction of any property, in connection with such Exhibitor space); or (b) any violation by Exhibitor of any of the Exhibitor Contract.
17. **Force Majeure.** Neither CYCLING AUSTRALIA & AFFILIATES nor any of its affiliates will be liable for any loss sustained by Exhibitor directly or indirectly attributable to the cancellation, suspension, rescheduling or reduction of the scheduled Exhibitor from the period advertised for reasons beyond CYCLING AUSTRALIA & AFFILIATES reasonable control including without limitation acts of war, strikes, lockouts, military activity, municipal, statutory or civil authority requisition, any act of nature, fire, flood, tempest, volcano, inclement weather, earthquake, or combinations of any of the foregoing, or damage caused by an aerial object or aircraft.
18. **Compliance with Law.** Exhibitor shall comply with all applicable health, fire, electrical, safety, noise, and all other applicable laws and regulations ("Laws") in connection with its participation in the Exhibitor. Exhibitor shall obtain and pay for all consents, approvals, authorities, licences, and the like as may be required by Laws in connection with its participation in the Exhibitor. Exhibitor is responsible for paying all GST or other tax, fees, or levies relating to any sales or other activity by Exhibitor at or in connection with the Exhibitor.
19. **Binding Effect; No Third-Party Rights.** The Exhibitor Contract is binding on, and will enure to the benefit of, Exhibitor and its successors and permitted assigns (or, as applicable, its heirs and representatives), and on CYCLING AUSTRALIA & AFFILIATES and its successors and assigns. Subject to the immediately preceding sentence, no third party has or will have any rights or remedies under or in connection with the Exhibitor Contract.
20. **Dispute Resolution.** The Exhibitor Contract is governed by the laws applicable within the State or territory in which the Exhibitor takes place. The parties shall attempt to resolve any dispute or disagreement between the parties relating to or arising in connection with either any interpretation of the Exhibitor Contract or the performance or nonperformance thereof direct negotiations between the parties. If such direct negotiations are unsuccessful, then such dispute or disagreement will be resolved by arbitration before the LEADR. Unless otherwise agreed to by both parties in writing,

any such arbitration will be conducted in Sydney, NSW, Australia. For the purpose of judicial enforcement, the judgment upon any award rendered by the arbitration tribunal may be entered in any court having jurisdiction thereof.

21. **Interpretation.** The captions and section headings in the Exhibitor Contract are for convenience of reference only and will not affect or be utilized in construing or interpreting the Exhibitor Contract or any portion thereof. If any term, clause, or provision of the Exhibitor Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision will be deemed to be severed from the Exhibitor Contract. The Exhibitor Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party that drafted (or caused to be drafted) the Exhibitor Contract or any portion hereof.
22. **Entire Agreement; Modification.** The Exhibitor Contract sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, arrangements, and understandings, whether written or oral, between the parties. Except as expressly set forth in the Exhibitor Contract, there are no promises, conditions, representations, understanding, interpretations, or terms of any kind as conditions or inducement to the execution of the Exhibitor Contract or in effect between the parties with respect to the subject matter hereof. CYCLING AUSTRALIA & AFFILIATES, at its sole discretion, may from time to time make reasonable changes, amendments, or additions to the Exhibitor Rules. Any changes, amendments, or additions shall be binding on Exhibitor.
23. **Non-Compliance And Termination.** The Exhibitor Contract may be terminated by CYCLING AUSTRALIA & AFFILIATES by notice to the Exhibitor upon the occurrence of any of the following events: (a) Non-Compliance (as defined in Clause 1 of the Exhibitor Rules) by Exhibitor; (b) The Exhibitor Space or any other material portion of the overall Exhibitor becomes unfit for occupancy or use or the Exhibitor is cancelled; or (c) The holding of the Exhibitor or the performance of the Exhibitor Contract by CYCLING AUSTRALIA & AFFILIATES is substantially or materially interfered with due to any cause or causes not reasonably within the control of CYCLING AUSTRALIA & AFFILIATES. Upon termination of the Exhibitor Contract for whatever reason, any allocation of Exhibitor Space shall automatically be cancelled, and all payment made in respect of the Exhibitor Space will be forfeited and CYCLING AUSTRALIA & AFFILIATES shall have the right to claim for the balance of the amount due and for any loss or damages suffered by CYCLING AUSTRALIA & AFFILIATES as a consequence thereof. If the termination of the Exhibitor Contract results other than from cancellation of the Exhibitor, CYCLING AUSTRALIA & AFFILIATES shall be entitled forthwith to re-licence the Exhibitor Space. If
24. CYCLING AUSTRALIA & AFFILIATES is able to re-licence the Exhibitor Space, it may, in its sole discretion, waive all or part of the Exhibitor's liability for payment of the balance due.
25. **Non-Waiver.** No failure or delay by CYCLING AUSTRALIA & AFFILIATES to exercise any right, power, or privilege hereunder or other provisions of the Exhibitor Contract will operate as a waiver thereof nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege of CYCLING AUSTRALIA & AFFILIATES.