

CONTRACTING TERMS AND CONDITIONS - VIRTUAL

The Contract

1. The term "Organiser" refers to ICMS Australasia Pty Ltd and includes associations, corporate and government bodies who have engaged ICMS Australasia Pty Ltd as their representative.
2. The term "Exhibitor" or "Sponsor" includes any person, firm, company or corporation and its employees and agents identifies in the Application Form or other written request for exhibition space.
3. A "contract" is formed between the Organiser and Sponsor/Exhibitor when the Organiser accepts the signed Application Form and/or receives initial payment.
4. The Organiser may cancel the contract at their discretion if the agreed deposit is not received within 14 days of lodging the Application Form. Additionally the Organiser reserves the right to cancel the contract by returning the deposit within 14 days of receipt.

The Application

5. An official Exhibition Application Form or written confirmation must be received to reserve the space or sponsorship item.
6. The Organiser reserved the right to refuse application or prohibit any Sponsor or Exhibitor from participation without assigning a reason for such refusal or prohibition.

Obligations and Rights of the Organiser

7. The decision of the Organiser is final and decisive on any question not covered in this contract.
8. The Organiser agrees to hold the virtual event/exhibition however, reserves the right to postpone the virtual event from the set dates to hold the exhibition on other dates as near the original dates as possible, utilising the right only when circumstances necessitate such action and without any liability to the Organiser.
9. The Organiser will take all diligent care to fulfil the sponsorship and exhibition commitments as outlined in the Sponsorship & Exhibition Prospectus.
10. The Organiser agrees to promote the event/exhibition to maximise participation as outlined in the prospectus
11. The Organiser agrees to allocate the Exhibitor a virtual exhibition space as close as possible to their desired location.
12. The Organiser reserves the right in unforeseen circumstances to amend or alter the exact site of the location of the virtual stand and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organiser.
13. The Organiser reserves the right to alter any aspect of the Program without notice.

14. The Organiser reserves the right to change or add to the virtual exhibition floor layout if necessary.
15. The Organiser is responsible for the control of the virtual exhibition area only.
16. The Organiser may shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition platform is open.
17. The Organiser agrees to provide the Exhibitor with an Exhibition Manual prior to the exhibition for the purpose of communicating required actions on the part of the Exhibitor.
18. The Organiser may refuse without limitation to permit activity within the virtual exhibition or may require cessation of particular activities at their discretion.
19. The Organiser reserves the right to disapprove the content and presentation of the Exhibitor virtual catalogues, acknowledgements and downloads with respect to the exhibition.
20. If an organisation is found to not align their values with that of the Host Organisations, this may result in cancellation of your Sponsorship/Exhibition Package.
21. The Organiser will not be liable and makes no guarantee of the number of visitors to the platform /exhibition. Equally the Organiser will not be accountable for the level of commercial activity generated.

Obligations and Rights of the Virtual Sponsor/Exhibitor

22. The Sponsor/Exhibitor must ensure that all accounts are finalised and paid prior to the commencement of the virtual event.
23. The Exhibitor must make every effort to maximise promotion and commercial benefits of participating in the virtual exhibition.
24. Exhibitors and Sponsors are responsible for providing the information and/or artwork required by the Organisers by the due dates requested by the Organiser.
25. All exhibition space holders must register officially and attendance in the virtual platform will not occur unless the attendee is registered.
26. The Exhibitor must comply with all directions/requests issues by the Organiser including those outlined in the Exhibition Manual.
27. All promotion must be conducted from your Virtual Exhibition space or the virtual networking areas.
28. All organisations are expected to conduct their business in a professional, ethical manner and any breach will result in immediate cancellation of the Sponsorship/Exhibition package.
29. No exhibitor shall sublet, share, assign or apportion part of all of their booked virtual space except upon written

consent from the Organising Committee.

Payment & Cancellation

30. The Sponsor/Exhibitor has seven (7) days in which to make their final payment when it falls due. After this time the space or package will be available for sale to another company. All deposits paid will automatically be forfeited and NO refund will be made. NO exhibitor shall occupy allocated exhibition space until all monies owing to the Organiser by the Exhibitor are paid in full.
31. Withdrawal – if the Sponsor/Exhibitor withdraws their commitment they will be liable for the following payments in accordance with the below:
 - a. 12 months or more to the first day of the exhibition – 75% refund on sponsorship and exhibition amount
 - b. 6-12 months prior to the first day of the exhibition – 50% refund on sponsorship and exhibition amount
 - c. Less than 6 months prior to the first day of the exhibition – No refund on sponsorship and exhibition amount
 - d. If notice of cancellation is received and full payment for funds owing has not been received, the Exhibitor will be invoiced for the difference to satisfy the above and below cancellation and refund policy. Payments must be made within 7 days of receipt of invoice.
32. Cancellation – if the event is cancelled due to unforeseen circumstances, the Organiser will not be liable to the Exhibitor for any loss incurred by the Sponsor or Exhibitor as a result of the cancellation, however all monies paid for any sponsorship and exhibition will be refunded.
33. Rescheduling – if the event is rescheduled for any reason and the Sponsor or Exhibitor does not wish to participate in the virtual exhibition at the rescheduled dates, the Organiser will not be liable to the Exhibitor for any loss incurred by the Exhibitor as a result of the rescheduling, and the Exhibitor will only be liable for 25% of the total sponsorship and exhibition cost with the remaining funds being refunded.
34. Virtual booth availability may be limited or restricted and allocations and available quantities will be advised upon processing your application.