

## Exhibitors and Vendors

The following terms and conditions apply to all exhibitors and vendors at Cairns Ecofiesta.

### 1. Approved products, services and activities

- Exhibits, competitions, activities, vendor products / services and any other patron engagement must align with the sustainability ethos of the event, as determined by the Organiser.
- Food and beverage vendors must utilise the centralised dishwashing system if provided.
- Single-use food and beverage containers must be compostable or recyclable and can only be used when reusable options are unavailable.
- The following single-use plastics are not to be distributed: plastic bags of any thickness, plastic straws, cutlery, containers, plates, bowls, sachets (such as sauce packets), polystyrene (foam) packaging or trays, drink containers or water bottles, balloons or non-compostable coffee cups.
- Marketing merchandise including product giveaways must not be single-use plastic and must be approved by Cairns Regional Council at least five (5) working days prior to the event by emailing [ecofiesta@cairns.qld.gov.au](mailto:ecofiesta@cairns.qld.gov.au)
- Where two or more stalls of similar product lines apply to exhibit at the ECOfiesta, preference will be given to stalls with local (FNQ) and/or Australian made products.
- Cairns Regional Council reserves the right to decline ECOfiesta exhibitor and vendor applications and to alter the terms and conditions without notice.

### 2. Fees & Benefits

You must pay the Organiser the agreed fee upon approval of your stall. In consideration of payment of the fee, the Organiser must provide you with the benefits as set out in the Ecofiesta stallholder registration form.

### 3. Liability and Insurance

Subject to clause 4, you occupy and use the Event space/booth and enter the Venue at your own risk.

You hereby indemnify and release the Venue Managers/Event Organisers against all actions, suits, costs, claims and demands brought against the Venue Managers/Event Organisers by any person, firm or corporation for any damage or loss caused directly or indirectly to or suffered by any person, firm or corporation as a result of your act or default or resulting directly or indirectly from your attendance at the Venue including travel to and from such venues.

Without limiting the foregoing, the Venue Managers/Event Organisers shall not in any circumstances be liable for any loss damage or injury which may occur to you or a third party, or for any damage to your property including damage to exhibits, plant, equipment, fixtures, fittings or other property whatsoever or for any loss of profits which they may suffer howsoever caused. The Venue Managers/Event Organisers will not be liable for any indirect or consequential loss suffered in connection with this Agreement.

You must maintain adequate insurance to cover the cost of any loss you suffer in relation to your equipment, exhibits or display material or other property used in connection with your attendance at the Event.

### 4. Implied Warranties

In the event any statute implies any term condition or warranty into this Agreement which cannot be lawfully excluded, such terms will apply to this Agreement, save that the liability of the Organiser for breach of any such implied term will be limited, at the option of the Organiser, to any one or more of the following:

- the replacement of goods or re-supply of services to which the breach relates or the supply of equivalent goods or services;
- the repair of such goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods or equivalent services; or
- the payment of the cost of having the goods repaired.

### 5. Assignments and Subletting

You must not assign, sublet or share the whole or any part of the space booth allotted without the consent of the Organiser.

### 6. Hours

The Organiser shall determine the hours during which the Event shall be conducted and the times you will be able to access the Venue.

### 7. Variations

The Organiser may vary the booth/floor plan or stand space allocation and you must accept such re-allocation without any claim for a reduction in charges or otherwise.

### 8. Additional Conditions

- You must comply with all instructions relating to the security of the Venue issued by the Venue Managers/Event Organisers.
- You must observe the conditions, rules, regulations and procedures of the Venue Managers/Event Managers in relation to the Event and the Venue, which are available for inspection on request.
- The Organiser reserves the right to enforce these Terms and Conditions throughout the event and reserves the right to cancel participation at any time should an exhibitor or vendor refuse to follow the directions of the event organisers.
- The Organiser reserves the right to refuse an exhibitor or vendor from participating in the event and will refund any fees paid at its discretion.
- The Organiser reserves the right to amend these terms and conditions at any time.

### 9. Definitions:

- **Agreement** means these terms and conditions together with the ECOfiesta stallholder registration form.
- **Event** means the annual Cairns ECOfiesta.
- **Fees** means the fee payable by you Organiser as set out in the ECOfiesta stallholder registration form.
- **Organiser** means Cairns Regional Council, 119-145 Spence St, Cairns QLD 4870.
- **Sponsor** means your business if sponsoring this event.
- **Exhibitor** means your business if exhibiting at this event.
- **Vendor** means your business if selling at this event.
- **You** means sponsor's/exhibitor's company name, and includes all your agents, and contractors.
- **Venue** means the premises of the Venue Owner at which the Event is being held.
- **Venue Managers** means each of the Organiser, Sponsors, Equipment Suppliers, Organising Committee and Venue Owner.

## Competitions and Promotions

1. The Promoter is Cairns Regional Council (ABN 24 310 025 910) 119-145 Spence Street, Cairns, Queensland AUSTRALIA.
2. Information on how to enter and prizes for ECOfiesta competitions and promotions form part of these Terms and Conditions of Entry.
3. Entry into ECOfiesta competitions and promotions is deemed acceptance of these Terms and Conditions. By submitting an entry, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions.
4. If the entrant is under the age of 18 years, the entrant's parent or guardian consents to the entrant participating in the Promotion and is responsible for ensuring that the entrant is familiar with these Terms and Conditions at the time of participation and complies with them.
5. Cairns Regional Council elected members (Councillors), Cairns Regional Council staff directly associated with ECOfiesta and their immediate family members are not eligible to enter the competition. Immediate family members include spouse/de facto, dependent children and siblings under the age of 18.
6. Cairns Regional Council's decision in relation to all aspects of the promotion is final and no correspondence will be entered into.
7. No responsibility is taken for entries that are not lodged on time due to internet or other electronic failures outside the control of Cairns Regional Council.
8. Cairns Regional Council reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry or who submits an entry that is not in accordance with these Terms and Conditions.
9. Cairns Regional Council reserves the right to conduct security verification checks at our absolute discretion. The prize winners may be required to sign a declaration confirming their eligibility to accept the prize.
10. Prizes, or any unused portion of a prize, are not transferable, redeemable or exchangeable for cash unless otherwise specified. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
11. If the prize winners are under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
12. In the event that a prize is not available, Cairns Regional Council reserves the right to substitute prizes, at its sole discretion, to the same and equal recommended retail value and/or specification.
13. The Promoter accepts no responsibility for prizes once collected by the winners.
14. If the winner does not claim the prize or cannot be contacted by email, messaging service or phone within 7 days of the prize draw, Cairns Regional Council may choose to redraw the prize until a contactable winner has been located and the prize is claimed.
15. Cairns Regional Council shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of taking any of the prizes, except for any liability which cannot be excluded by law. It is a condition of accepting a prize that winners may be required to sign a legal release, as determined by Cairns Regional Council in its absolute discretion.
16. By entering the competition, entrants are deemed to have accepted these Terms and Conditions and to have expressly consented to the use of their personal information for the purpose of the *Information Privacy Act (2009)*, *Spam Act (2003)* and other related privacy legislation. Entrants acknowledge and agree that Cairns Regional Council may, for an indefinite period, unless otherwise advised by the entrant, use such personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Personal information will only be used in accordance with the Cairns Regional Council privacy policy (available for viewing at [www.cairns.qld.gov.au](http://www.cairns.qld.gov.au)).
17. Entrants consent to Cairns Regional Council using their name, likeness, image and/or voice in the event they are a winner (incl. photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. The laws of Queensland apply to this promotion to the exclusion of any other law. Eligible Representatives submit to the exclusive jurisdiction of the courts of Australia.
19. The promotion is not sponsored, endorsed, administered by Facebook. Participants agree that Facebook will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this promotion and releases Facebook to the full extent permitted by law.
20. Subject to complying with all relevant legislation, the Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person.