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1. DEFINITIONS

In the interpretation of these Terms and Conditions, unless the contrary intention appears:

Association means the Gold Coast International Boat Show & Marine Expo Association and any persons appointed to act on its behalf.

Boat Show Precinct means the premises or location being internal or external at which the boat show is being conducted. The Boat Show Precinct may include but are not exclusive to property owned or managed by The Gold Coast City Marina & Shipyard, Riviera Australia, Telwater Group, The Boat Works and Stefan Boating World or any other facility licensed by the Association to run an exhibition.

Boat Show Management means the management of the Gold Coast International Boat Show & Marine Expo and Precinct.

Contract means the contract entered into between the Association and the exhibitor upon the exhibitor's receipt of the Association's acceptance of the exhibitor's application for space, and includes these Terms and Conditions unless otherwise agreed in writing between the Association and the exhibitor.

Boat Show means the event organised by the Association being the Gold Coast International Boat Show & Marine Expo.

Boat Show Site means the location in which the show is held and includes any area external or adjacent, used as part of the boat show.

Exhibitor means a person, firm or company that has been granted space in the boat show or event by the Association and includes all employees, agents and sub-contractors of that person, firm or company.

Exhibitor Fee means the sum payable by an exhibitor in return for the right to occupy the Licensed Premises.

Display Area means the space and/or marina berth/marina pontoons allocated by the Association to an exhibitor during the boat show.

Marina means the purpose built or other floating pontoon system being that part of the Boat Show Site at which exhibitors may moor vessels for display.

Marina Berth means a water space allocated to an exhibitor on the marina.

2. RULES AND REGULATIONS

These Terms and Conditions include the terms, conditions, rules and regulations imposed by the Gold Coast Marine Expo Association that apply to all exhibitors. The exhibitor agrees to comply with any additional terms, conditions, rules and regulations applying to exhibitors that may be imposed by the Association at any time.

3. LEGAL REQUIREMENTS

The exhibitor and its invitees must comply with all laws, industrial agreements, industrial awards, Occupational, Health and Safety regulations, consumer protection practices and codes applying (whether or not mandatory at law) relating to the use or occupation of the Boat Show Precinct.

4. REMOVAL OF GOODS AND EXHIBITS BY ASSOCIATION

If the exhibitor breaches any of these Terms and Conditions, any additional rule or regulation imposed by the Boat Show Management or any relevant legal requirement, or if the Association considers it desirable in the interests of the show, the Association will be entitled, at the cost of the exhibitor, to remove all of the exhibitor's goods and exhibits from the Boat Show Site.

5. SCOPE OF EXHIBITION

All exhibits in the show must be marine, boating or associated products and services. The display of non-marine products can only be permitted with the prior written consent of the Association.

The Association will determine the scope of the Boat Show Site and the exhibitor only display within these parameters. Any exhibit, which the Association in its discretion determines does not fall within the scope of the show or is for any other reason, such as the weight of the exhibit, unsuitable for the boat show, or which, in the opinion of the Association, is not in the best interest of the show it may be removed.

The exhibitor must not display any motor vehicle, motorcycle or bicycle or other type of non-marine product without the prior written consent of the Association. Should an application to display a motor vehicle be approved by the Association, the vehicle must have a full tank of fuel & protective floor tray once located within the Boat Show Site.

No exhibitor will exhibit utilising catalogues only as a means of promoting their products. Catalogue distributors must display a reasonable range of products being offered as determined by the Association.

6. CANCELLATION PENALTIES

Any cancellation by an exhibitor must be advised to the committee in writing. Assessment of cancellation penalties will be done on the day that the written advice of cancellation is received by the committee. The committee reserves the right to re-sell the cancelled site. Cancellation penalties are:

6.1 50% of any monies paid to the boat show will be refunded if an exhibitor cancels on or before Friday 3rd March 2017.

6.2 If an exhibitor cancels within 14 days of the event, (and failure to pay all moneys due to the committee by that time is deemed to effect a cancellation within 14 days prior to the event), the full site fee plus a \$200.00 administration fee will be due and payable in full immediately. If the cancellation included display aids (carpet tiles, paneling, lighting, chairs, tables) this will also be charged to the exhibitor. This is a liquidated debt claim for which the committee can sue, having reserved space, in reliance upon the exhibitor's written commitment.

6. ILLEGAL OR IMMORAL USE

The Centre must not be used for any illegal or immoral purpose and the Association reserves the right to remove any goods or materials, which, in its opinion or in the opinion of the Boat Show Management, may be offensive or obscene. The Boat Show Precinct must not be used for the purposes of betting or gambling.

7. DISPLAYS BY NON-MEMBER ORGANISATIONS

7.1 The Association will have the right to grant or refuse permission to organisations that are not members of the Association to erect displays on the Boat Show Site. For the purposes of these Terms and Conditions, any such organisation will be deemed to be an exhibitor and the space allocated to the organisation will be deemed to be its Licensed Premises.

7.2 The determination of the size and location of the space allocated to such organisations, and the occupation fee to be paid by them, will be at the discretion of the Association.

8. CONDUCT OF EXHIBITOR

8.1 The exhibitor will ensure that the Licensed Premises is open to view and staffed by competent representatives during the daily official opening hours of the show.

8.2 If the exhibitor fails to open or uncover its Licensed Premises during the daily official opening hours of the show, the Association may do so and the exhibitor will be liable for any costs thereby incurred by the

Association. The Association will not be liable for any loss, including consequential loss, sustained by the exhibitor as a result of this action by the Association.

8.3 The exhibitor must not exhibit its products or conduct its business from any area other than the Licensed Premises.

8.4 If the Association at its discretion considers any practice of the exhibitor to be objectionable, likely to discredit the show or the recreational boating industry or likely to cause customer dissatisfaction, or not in the best interest of the boat show, the Association will be entitled to order the exhibitor forthwith to cease the practice and/or to quit the Licensed Premises. The Association will not be liable for any loss, including consequential loss, sustained by the exhibitor as a result of this action by the Association.

The Association places a high value on the rights of all individuals and the Boat Show Site has no place for offensive behavior, harassment or discrimination based on race, gender, religion, national origin, age, veteran status, or disability.

Disorderly and offensive conduct, to include but not limited to, using discriminatory, abusive, or threatening language, fighting, provoking a fight, or attempting bodily harm or injury to another person, or threatening physical action or injury in the Boat Show Precinct; or other conduct which threatens or endangers the health, safety, or well-being of any person will not be tolerated.

Respect for property and standards of safety are not restricted to:

- a. Willful or negligent damage to property.
- b. Theft or dishonesty.
- c. Tampering with or wantonly destroying data, records, or other information.
- d. Unauthorised use of any equipment in the Boat Show Site.
- e. Possession of firearms, explosives, or other lethal materials.
- f. Possessing, drinking, or being under the influence of intoxicants within the Boat Show Site.
- g. Unlawful possession, use or distribution of alcohol within the Boat Show Site.
- h. Refusal to obey Association or Boat Show Management security officials.
- i. Failure to comply with safety rules, regulations or common safety practices.

The Association or Boat Show Management security will be called and the person or persons will be escorted from the Boat Show Site and will be barred from entry for the duration of the show. The Association will not be liable for any loss, including consequential loss, sustained by the exhibitor as a result of this action by the Association.

8.5 The exhibitor must not conduct or permit to be conducting any auction, lottery, raffle, guessing competition, game of chance, side show or collection, whether for charity or otherwise, on the Licensed Premises without the prior written consent of the Association. Exhibitors granted permission by the Association must comply with appropriate State laws.

8.6 The exhibitor must not do or permit to do anything that may cause any license or permit issued or in force in respect of the Boat Show Precinct or any part thereof to be or become liable to be forfeited, suspended or not renewed.

8.7 The exhibitor must maintain the Licensed Premises in a clean and orderly state throughout the show.

8.8 The exhibitor must ensure that the aisles, passageways and gangways on or adjacent to the Licensed Premises are kept completely free from obstruction during the show. Material in the general public areas may be removed by the Association at the cost of the exhibitor (this includes stickers or other promotional material). Permitted encroachment to the public walkway on the Marina is outlined in point 19.12.

8.9 The exhibitor must immediately give notice in writing to the Association of any accident to or defects in the Licensed Premises, including but not limited to the water pipes, gas pipes, lights or other electrical fittings on the Boat Show Site. The exhibitor will not misuse, overload or interfere with any such pipes, lights or other electrical fittings.

8.10 The exhibitor will pay all charges for utility services as directed by the Association.

8.11 The Association reserves the right to affix a hall number, stand number and exhibitor name to any part of the Licensed Premises.

8.12 The exhibitor must not run any outboard or other engine or mechanical devices within either the internal exhibition areas or external exhibition areas if the action is deemed to be a nuisance to visitors or other exhibitors by the Association.

8.13 Exhibitors must not use a public address or audio system, nor permit any live performance at the show. Exhibitors must gain permission from the Association (which may be granted or withheld at the Association's discretion).

8.14 Exhibitors are not permitted to distribute plastic bags for any purpose during the boat show, including those utilised for the distribution of pamphlets or promotional material.

8.15 Children under the age of 16 will not be permitted entry to the Boat Show Site during periods of move-in and move-out. During such times the Boat Show Site is a construction zone and the safety of all personnel is of utmost importance.

8.16 The Association is not responsible or will interfere with any disputes relating to copyright or the intellectual property of any exhibitor, business or person.

9. SIGNS AND BANNERS

The exhibitor must not attach signs, banners or similar materials to the ceiling, walls, windows, pontoon, marina infrastructure, railings or other surfaces of the Boat Show Site without the prior written consent of the Association and the Boat Show Management. The exhibitor will be liable for the cost of removing signs or banners attached without the Association's consent. All signs and banners must be contained within the exhibitor's licensed area. This ruling also applies to any external areas.

10. CONTRACTS FOR SERVICES

The Association reserves the right to carry out all electrical work on the display premises. No person will be allowed to carry out any connection electrical work to the main switchboard or other power boards other than the official contractors. Exhibitors must make arrangements direct with the Association and our official electrical contractor.

In no circumstances will exhibitors interfere with any electrical installation, except to connect apparatus to authorised power points. If exhibitors do, or permit another to do so, the Association may at our discretion, have the exhibitors electrical supply immediately disconnected.

10.1 Exhibitors must not suspend, or attempt to suspend, any electrical wiring or light fittings from any overhead structure. All light fittings must be properly incorporated in the design and construction of the Licensed Premises, and all floor level lighting properly protected so as to offer no risk to people or property.

10.1.1 Exhibitors must ensure that all electrical equipment and appliances used within the Licensed Premises are in safe working order and have been tested and tagged by an authorised person or our official electrical contractor in accordance with Australian Standards 3760 and Occupational Health and Safety legislation. This includes TV's, videos, extension leads, fans, projectors, fridges, kettles and anything alike. Electrical equipment not tested cannot be used at the venue. Electrical testing can be carried out by the Association's official electrical contractor at the exhibitors cost.

10.1.2 Double adaptors are not permitted to be used by law.

10.1.3 In the event that the electrical system on the display area is found not to conform to safety legislation, electrical supply will be withdrawn. The cost of tracing and repairing faults caused by defective equipment will be charged to the exhibitor.

10.1.4 The use of portable generators for the supply of electricity is prohibited. No form of electric heating will be permitted on the Licensed Premises other than internal heating systems in vessels on the Marina.

10.1.5 Handling Equipment. The Association will appoint mechanical handling contractors, who will be permitted to operate cranes, forklift trucks and other handling equipment at show. All exhibitors are to utilise the contractor appointed by the Association, unless arranged otherwise with the Association. If the exhibitor wishes to use their own contractor or equipment, the exhibitor must notify the Association and provide:

- a. A copy of the contractors current Certificate of Currency for Public Liability Insurance.
- b. Proof of Workers Compensation Insurance.
- c. A copy of their Occupational Health and Safety Policy and procedures.
- d. A list of Company names and representatives for all contractors and their staff for identification purposes.

11. DELIVERY AND REMOVAL OF GOODS AND EXHIBITS

During the move-in and move-out periods, exhibitors and their contractors will be given access to the Boat Show Site. During these periods, all exhibitors must co-operate with the Association, its appointed Security Officers OH&S representatives and Boat Show Management, and will follow traffic and parking directions issued by parking personnel.

The Association and the Boat Show Management accept no responsibility for the safety of vehicles and their contents while parked in any area.

12. CRANES

The exhibitor will be responsible for arranging any crane services. The load limit of a crane must not exceed 50 tonnes without the prior written approval of the Association.

- a. The exhibitor is to utilise the contractor appointed by the Association at all times, unless otherwise arranged with the Association. The exhibitor utilising the services of an alternative crane operator must advise the Association in advance, and include details of the contractor including name, address and contact details. The Association reserves the right to refuse permission for the crane operator to access the Boat Show Site.
- b. The exhibitor must supply the Association with a current Certificate of Currency of Public Liability Insurance, evidence of Workers Compensation Insurance and an Occupation Health & Safety Policy from the crane operator.

13. MARINA EXHIBITORS (in addition to any other rules and regulations in this document)

13.1 Exhibitors allocated space on the Marina will comply with the move-in and move-out schedules. Any exhibitor who does not move in vessels in compliance with the schedule may lose their allocated space. The Association will not be liable for any loss, including consequential loss, sustained by the exhibitor as a result of this action by the Association.

13.2 Marina exhibitors will comply with the Terms and Conditions, including times imposed by the Association with respect to vessel or vehicle access to the Marina or Boat Show Precinct.

13.3 Marina exhibitors must:

- 13.3.1** Provide safe and stable means of boarding their exhibits, including handrails if appropriate.
- 13.3.2.** Marina exhibitors must staff each vessel during show operating hours and provide a reasonable level of accompanied access to show visitors.
- 13.3.3** Ensure that boarding planks and gangways do not encroach onto Marina walkways.
- 13.3.4** Ensure that none of their exhibits emit fumes, smoke or noise that may annoy other exhibitors or the general public.
- 13.3.5** Ensure vessels meet relevant Maritime Regulations. No waste or other matter may be discharged into the Coomera River waters.
- 13.4** Any loss or damage to an exhibitor's exhibits or equipment in the Marina area is the sole responsibility of the exhibitor.
- 13.5** If an exhibitor wishes to place advertising material (or coverings for pontoons) on the Marina walkways, the exhibitor must obtain the prior written consent of the Association six weeks prior to the show.
- 13.6** A vessel not exhibiting in the boat show will not moor to the Marina or to any moored exhibit without the prior written consent of the Association.
- 13.7** All Marina exhibitors must comply with the rules and regulations of the Gold Coast City Marina & Shipyard, Riviera Australia, Telwater Group, The Boat Works Stefan Boating World and the Boat Show Managements official security contractor.
- 13.8** Each exhibitor must have sufficient ropes and fenders for each vessel and ensure that each vessel also complies with Maritime Safety Queensland safety compliance, including the provision of fire fighting equipment and lifejackets.
- 13.9** All vessels exhibited on the Marina must be seaworthy and engines must be connected and in full working order.
- 13.10** Delivery of goods and vehicle access to the Boat Show Precinct must be approved by the Association.
- 13.11** Exhibitors that have marine exhibits located on the Marina must seek written approval from the Association. These exhibits may include: engines; marquees; pot plants; signposts; clothing stalls; furniture; office structures; and or any other item that is not part of the Associations approved contractors' equipment.
- 13.12** No exhibitor items may encroach the Marina walkway. Should an exhibitor desire such an encroachment, all details of the encroachment must be supplied to the Association six weeks prior to move in for approval. If approved, the maximum allowable encroachment will be 500mm. The Association reserves the right to refuse permission for such encroachment.
- 13.13** Private functions are not permitted on the Marina without the prior approval of the Association. Application for any such event must be lodged six weeks prior to the event on the appropriate form. The Association reserves the right to refuse or modify applications for private functions.
- 13.14** Once vessels are moored to the Marina no vessel can be moved without the consent of the Association, except in the case of an accident or emergency.
- 13.15** The Marina is supplied to the specification and layout of the Association. Changes to elements such as flag poles and cleat positions are possible, but at the expense of the exhibitor and with the approval of the Association.
- 13.16** Power to vessels is optional and at a cost to the exhibitor. Power to each vessel is not guaranteed and will be available depending on power availability.
- 13.17** All marina pontoons, hospitality structures or display areas (other than vessels registered within Queensland) that form part of the Marina display will be provided by the Association and will comply with the Expo's engineering requirements and layout.

14. EXHIBITOR SERVICES

The Boat Show Management will make available, at retail cost, food and beverage, via various food outlets located throughout the show.

15. FOOD, DRINK AND TOBACCO

The exhibitor must not sell any item of food, drink or tobacco items within the Boat Show Site and will not distribute or give away samples of food, drink or tobacco within the Boat Show Site without the prior written consent of the Association.

Where consent is given, the exhibitor must ensure that they comply with the Boat Show Management regulations and all relevant requirements of food or other regulatory authorities.

The entire Boat Show Site and Precinct is deemed a non-smoking area.

16. ALCOHOL

The sale of alcohol by any exhibitor is strictly prohibited. If a exhibitor wishes to distribute or give away samples of alcohol free of charge, it must obtain the prior written consent of the Association at least 30 days prior to the opening of the show.

17. ADMISSION TO THE BOAT SHOW

The Association reserves the right to refuse to admit any person to the Boat Show Site without giving any reason for its refusal.

18. DISMANTLING AND REMOVAL OF GOODS AND EXHIBITS BY EXHIBITOR

The exhibitor will not dismantle or remove any part of its stand, goods or exhibits during the show without obtaining goods pass-out ticket from the Association's office at the Boat Show Site.

All goods and exhibits must be removed from the exhibition display areas by the time indicated by the Association.

Exhibits must not be dismantled before closing time on the last day of the show.

19. CLEANING

The Association will be responsible for the daily cleaning of the aisles, passageways and other common areas in the Boat Show Site, Precinct and Marina.

The exhibitor will be responsible for the daily cleaning of their respective exhibit display areas and must place all rubbish in the bins located within the Boat Show Precinct.

20. SECURITY

The Association will provide 24-hour security for the Boat Show Site from the commencement of the move-in period to the expiration of the move-out period for the Gold Coast International Boat Show & Marine Expo.

The exhibitor will comply with all requirements and directions of the Boat Show Management (or the official security provider) from time to time in respect of security and crowd control within an emergency evacuation from the Boat Show Site.

21. LIABILITY

21.1 The Association, the Boat Show Management, and all of their employees, consultants, agents and other representatives will not be liable, and are hereby released from liability, for any damage, loss (including consequential loss), harm or injury to the person or property of the exhibitor or any of the

exhibitor's employees, agents or other representatives, however caused, which may arise directly or indirectly during or in connection with the boat show.

21.2 The Association, the Boat Show Management, and all of its employees, agents and other representatives will not be liable, and are hereby released from liability, in respect of the condition of the Licensed Premises and the Boat Show Site, any stand, structure or building erected thereon and any action occurring therein.

21.3 The Association, the Boat Show Management, and all of their employees, consultants, agents and other representatives will not be liable, and is hereby released from liability, for any damage, loss (including consequential loss) or expense resulting directly or indirectly from a total or partial failure of the public utility services, contractors, landlords, acts of terrorism, acts of god or by any occurrence beyond the reasonable control of the Association.

21.4 Save as otherwise provided for in this Contract, the Association will in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profit.

22. INSURANCE

22.1 The Association will take out and maintain for the duration of the boat show including move-in and move-out times a Public Liability Insurance Policy.

22.2 The Exhibitor will have Public Liability Insurance cover for a minimum of \$20 million. The Exhibitor will ensure that a valid Certificate of Currency, nominating the Gold Coast International Boat Show & Marine Expo Association as an interested party is provided to the Association by the Association's due date prior to the commencement of the show. If the Certificate of Currency is not received, the Association will deem that such insurance is in place and all responsibility for such insurance will be born by the exhibitor.

22.3 The Association will not be required to take out any insurance in respect of any of the property of the exhibitor and it is the exhibitor's responsibility to insure all property brought by the exhibitor onto the Boat Show Site or whilst in transit is fully insured.

22.4 The exhibitor must comply with all applicable legislative requirements in relation to workers' compensation insurance.

22.5 The exhibitor must not, without the prior written consent of the Association, do or permit to be done anything in relation to the Boat Show Site or the show whereby any insurance effected by the Boat Show Precinct or the Association may be rendered void, voidable or in any way unenforceable against the insurer or whereby the premium payable on the insurance may be liable to increase. The exhibitor will pay to the Association on demand all amounts payable by way of costs or increased insurance premiums on any policy of insurance so affected.

23. INDEMNITY

The exhibitor must indemnify the Association and its employees, agents and other representatives in respect of all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses whatsoever (including but not limited to loss of profits, any compromises of actions, claims, demands, proceedings or suits and all legal costs on a solicitor-own client basis in respect thereof) which the Association and its employees, agents and other representatives may suffer or incur by reason of or in relation to:

- a.** Any act, default or omission on the part of any one or more of the exhibitor, its employees, agents, invitees, licensees, patrons, contractors and sub-contractors;
- b.** Any act, default or omission on the part of any one or more of the employees, agents, invitees, licensees, contractors and sub-contractors of the Association when acting under the direction,

order or control of anyone or more of the exhibitor, its employees, agents, contractors or sub-contractors;

c. The exhibitor withdrawing from the show; or

d. Any accident, damage, death or injury suffered by any person or the property of any person in or using or entering or near the Boat Show Site and Precinct and occasioned wholly or partly by any act, default or omission of any one or more of the exhibitor, its employees, agents, invitees, licensees, patrons, contractors and sub-contractors.

24. POSTPONEMENTS, ABANDONMENT OR CANCELLATION

If, as a result of any cause beyond the reasonable control of the Association, the holding of the show is postponed or abandoned or the Boat Show Site becomes wholly or partially unavailable for the holding of the show, the Association may in its discretion cancel the boat show and return such proportion of the sums paid to it by the exhibitor in respect of the show as it may determine. In any such case, the Association will not be liable, and is hereby released from liability, for any damage, loss (including consequential loss) or expense incurred by the exhibitor as a result of the postponement, abandonment or cancellation.

25. TERMINATION

The Association may by notice in writing to the exhibitor terminate the Contract if:

- a. The Exhibitor Fee or any part thereof or any other sums payable by the exhibitor to the Association in respect of the show are unpaid for a period of 7 days from the day on which the Exhibitor Fee or other sum was due to have been paid;
- b. An exhibitor breaches or evinces an intention to breach any of the covenants, Terms or Conditions expressed or implied in the Contract;
- c. A receiver or official manager is appointed to any property of the exhibitor or any guarantor of its obligations under the Contract.
- d. Any order or resolution is made for the winding up of the exhibitor or any guarantor of its obligations under the Contract (other than for the purpose of amalgamation or reconstruction)
- e. Any of the property of the exhibitor is assigned.
- f. The exhibitor is a person and he or she becomes bankrupt or has a sequestration order made against him or her;
- g. Or any reason the Gold Coast City Marina & Shipyard, Riviera Australia, Telwater Group, The Boat Works or Stefan Boating World ceases to own or occupy the Boat Show Site; or
- h. The Association is of the opinion that there is a real possibility that damage may be caused to any of the Boat Show Site, its facilities or its equipment as a result of the exhibitor exercising any right under the Contract, or that such exercise may cause injury to patrons of the show or that the manner in which the exhibitor uses or proposes to use the Licensed Premises is illegal or otherwise contrary to law or likely to injure the reputation of the Association.
- i. Upon such termination, the Association will be entitled to remove all exhibits and property of the exhibitor from the display area and to send the exhibits and property, at the risk and expense of the exhibitor, to the address of the exhibitor specified on its Application to Exhibit. All sums paid by the exhibitor to the Association in respect of the show will be forfeited, without prejudice to any right or claim that the Association may otherwise have.

26. FIRE REGULATIONS

The installation of any fuel-burning appliance with liquid or solid fuel must conform to the Uniform Building Regulations.

27. DANGEROUS AND NOXIOUS SUBSTANCES

27.1 The exhibitor must not, without the prior written approval of the Boat Show Management, bring onto the Boat Show Site substances, which, in the opinion of the Boat Show Management, are of a dangerous, inflammable, explosive or objectionable nature.

27.2 Written applications to use toxic materials or fluids, the disposal of which requires notification to statutory authorities, must be lodged with the Boat Show Management at least 2 months prior to the opening of the show and must specify the nature of the toxic material or fluid and the quantities proposed to be used. Where consent to the use of toxic materials or fluids have been obtained, not more than one day's supply will be stored on the Licensed Premises at any time. The remainder will be stored in closed containers at a location approved by and under the control of the show's Fire Risk Manager. Toxic wastes must be placed in closed containers and marked accordingly and special arrangements must be made with the Boat Show Management regarding their disposal.

28. BALLOONS AND STICKERS

Helium balloons are not permitted within the Boat Show Site.

Exhibitors are not permitted to distribute any type of balloons or stickers from the Marina.

29. ANIMALS

No animals, except Seeing Eye dogs, are permitted within the Boat Show Site without the prior written approval of the Expo Management. The exhibitor will take full responsibility for any approved animals.

30. EXHIBITOR NOISE LEVELS

Sound levels caused by the exhibitor's use of display equipment such as videos and televisions, or demonstration of product, must not be intrusive to other exhibitors. The Association reserves the right to terminate the use of such equipment on the basis of unacceptable sound levels. Exhibitors must not under any circumstances use individual public address systems on the Boat Show Site.

31. RADIO TRANSMISSIONS

If the exhibitor proposes to use any kind of radio transmitting equipment, including without limitation two-way speech communication, it must submit details of the equipment to the Association prior to the opening of the show, advising the frequency and power of the signal and providing a copy of the Exhibitor's Transmitting License. The equipment will not be used until the written approval of the Association has been obtained.

32. PRINTED MATTER

The exhibitor must not display or distribute handbills, advertisements, decorations, photographs or other printed matter outside the Boat Show Sites without the prior written approval of the Association.

33. AMENDMENT OF TERMS AND CONDITIONS

The Association reserves the right at any time and from time to time to delete, vary or amend any of these Terms and Conditions. A certificate signed by the Secretary or any other duly authorised officer of the Association confirming the Terms and Conditions in force as at a particular time will be conclusive evidence of the Terms and Conditions then in force.

34. APPLICABLE LAW

The Contract will be governed by and construed in accordance with the laws of Queensland and the parties agree to submit to the jurisdiction and courts of Queensland.

35. PERIOD OF LIMITATION

It is hereby agreed and declared that the Association will not be liable to the exhibitor in respect of any claim arising under the Contract or in connection with the show unless such claim is made in writing to the Association not later than 30 days after the closing date of the boat show. The Association will be discharged from all liability in respect of this Contract and the show unless suit is brought and notice thereof given to the Association within 6 months of the closing date of the boat show.

36. GENERAL LIEN

All exhibits and other property of the exhibitor brought onto the Licensed Premises will be subject to a general lien in favor of the Association in respect of all sums payable by the exhibitor to the Association in respect of the show.

37. EXCLUSION OF ORAL REPRESENTATIONS

The exhibitor hereby acknowledges that it has entered into the Contract without relying upon any oral representation by the Association or by any person on behalf of the Association and that the terms and conditions of the Contract are as conclusively set out in these Terms and Conditions.

38. AMENDMENT OF CONTRACT

No variation, amendment, addition or alteration to the Contract or to these Terms and Conditions will be binding upon the Association unless in writing and signed by the Secretary or other duly authorised officer of the Association.