



Book Fair Australia

A FESTIVAL OF BOOKS

BOOK FAIR AUSTRALIA EXHIBITOR TERMS AND CONDITIONS

APPLICATION OF THESE TERMS AND CONDITIONS

1. **Exhibition Terms and Conditions:** These terms and conditions (**Terms**) are the terms and conditions that apply to your use and occupation of the venue (**Venue**) of any Book Fair Australia event (**Event**). They apply to all exhibitors (including partners, vendors and authors) at the Event and all partners of the Event. A reference to **you** or **your** is a reference to each such exhibitor or partner and, where the context requires, their representatives, agents, employees and consultants.
2. **Organiser:** The Event is being organised by Book Fair Australia Pty Ltd (**BFA**). A reference to **us**, **we** or **our**, is a reference to BFA and, where the context requires, its authorised representatives (including staff, volunteers or any persons working at an Event).
3. **Acceptance of Terms:** You agree to be bound by these Terms if or when:
 - (a) you complete an application to exhibit at the Event online at the site www.bookfairaustralia.com/exhibitorapplications (**BFA Website**), whether through a computer, smart phone, tablet or other device that accesses the internet;
 - (b) you sign the acceptance at the end of these Terms and return a copy of the Terms as signed to us - this can be done by mail or by email at events@bookfairaustralia.com; or
 - (c) you participate or attend the Event as an exhibitor, author, performer, presenter or partner.
4. **Contact:** If you are unsure about your rights under these Terms you may contact us by emailing events@bookfairaustralia.com.
5. **Amendments:** We may, at any time, change or update these Terms. Any such changes will take effect when they are published on the BFA Website. If we make material changes to these Terms, we will notify you of those changes by posting a notice on the BFA Website homepage. If you do not agree to any such changes, you must refrain from participating in the Event. By continuing to participate in the Event after any changes are published, you agree to be bound by the changes.

OTHER TERMS, CONDITIONS, RULES AND POLICIES

6. **Venue Rules:** As well as complying with these Terms, you must comply with all other rules, conditions, policies, restrictions or guidelines issued by us, our agents or underwriters or by the operators, owners, or managers of the Venue. If you are a Book Fair Australia partner, these Terms constitute "Venue Rules" for the purposes of your partner agreement with us.
7. **WHS Policy:** You must comply with and ensure that your staff and personnel comply with the Guidelines in the Book Fair Australia Work Health and Safety Policy and Guidelines (**WHS Policy**).

DISPLAYS AND ACTIVITIES

8. **Approval:** As organiser of the Event we have:
 - (a) final say on the nature, location and appearance of your display or stand; and
 - (b) the right to accept, reject or require changes to your display or stand.
9. **Action:** During the Event, you must not conduct yourself, or behave, in a manner that is in any way disrespectful, disruptive, abusive, offensive or disparaging to us, any organisers, partners, sponsors, other exhibitors, volunteers or other participants (**Poor Behaviour**). We have zero tolerance for this kind of behaviour. We have the unconditional right to take such action as we deem necessary (including expelling you from the Event without any refund of any amounts paid by you to us) if:
 - (a) we consider it necessary for the purposes of the proper and orderly running of the Event;
 - (b) to avoid or remedy a situation that we consider would have a negative impact on the Event;
 - (c) you (which includes any of your staff) have breached the requirements of clause 25 (Conduct); or
 - (d) we consider that you have engaged in Poor Behaviour or are in breach of this condition.You authorise us to take such action and agree to follow any instructions regarding conduct or behaviour that we issue. You are not entitled to any compensation for any loss (including monetary



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loss) if you fail to obey our instructions or if you are expelled for cause and you hereby indemnify us for any loss caused by your Poor Behaviour. If you do not leave when asked, we may contact law enforcement authorities to have you removed.

10. Boundaries: You must ensure that:

- (a) your display or stand (including cabinets, tables, chairs, shelves, display cases, banners, stock containers, boxes, stages and equipment) remains within the boundaries of the space that is allocated to you; and
- (b) your display does not block or impede any aisles, walkways, entrances, exits, access areas, common areas or other display areas.

11. Covering tables: All tables in your allocated space must be covered. We do NOT supply tablecloths, coverings or props as part of our offering and you must provide them at your own expense. We recommend that the length of your table cloth extends to the floor in the front of your stand. You should also bring extra sheets to cover your display overnight.

12. Failure to occupy: If you fail to occupy the space allocated to you at the Event for any reason whatsoever, we are not obliged to refund or repay to you your exhibition fee or any fees that you have paid.

13. Refunds: Unless we cancel or postpone the Event, you are not entitled to any refund or transfer credits after we receive your payment and your completed application form. For instance, and without limiting this condition, no refunds or transfer credits will be allowed if:

- (a) you become ill;
- (b) other circumstances prevent you from attending the Event or Venue;
- (c) you have work leave denied so that you cannot attend;
- (d) you change your mind about participating in the Event;
- (e) your circumstances change;
- (f) you experience technical issues;
- (g) you are expelled from a Venue or an Event for breaching any of these terms and conditions; and/or
- (h) your flight was cancelled.

14. Dismantling displays: To ensure the safety of the public and occupiers of the Venue, you must not dismantle displays before we advise you via an announcement that you may commence to dismantle your display and, in any event, not before the official closing time on the Sunday that is the last day of the Event, which may change depending on location and time of the year. For more information on the closing time of the event, please see the Event Details Form for the event which you are attending.

RESTRICTIONS

15. Sales and spruiking: You must avoid all selling or spruiking activity outside of the boundaries of your allocated space, display or stand. This includes avoiding such activities in the corridors, aisles, seminar or meeting rooms, thoroughfares, or common spaces or outside the Venue.

16. Literature: You must confine your distribution of leaflets, brochures and all promotional materials to your allocated space and you are not permitted to distribute such materials in the hallways or elsewhere within the Venue. We have the right to prohibit the display or distribution of advertising or promotional material which we consider to be offensive or in contravention of these Terms and to confiscate such material for the duration of the Event.

17. Licenced Materials and Intellectual Property:

- (a) You represent and warrant that there is no breach of any intellectual property rights (including copyright) subsisting in any product that you are selling at the Event.
- (b) Exhibitors may only sell items from a 'fandom' or from another creator's intellectual property with the express permission of the creator. Book Fair Australia reserves the right to request removal of any items found to be breaching this term and may be required to report to the relevant authorities. Book Fair Australia takes no responsibility for any unlicensed works sold at the event. All financial responsibilities are that of the exhibitor, not of Book Fair Australia.

- (c) As a separate obligation, you indemnify us and hold us harmless against all loss, damage and claims arising out of your breach of any provision in this clause.

18. Artificial Intelligence:

- (a) **Generative AI:** In these terms and conditions, "Generative AI" means any form of artificial intelligence that is capable of creating new content, including text, images or sounds, based on patterns and data acquired from a body of training material. That training material may include information obtained from "scraping" publicly and privately available text sources to produce large language models. Generative AI may take the form of generic large language model programs such as Chat-GPT, Claude, Grok, Llama, Google Bard, Co-Pilot, AI Media or Read AI or more bespoke programs specifically directed towards a particular industry, profession, discipline or topic of interest. These examples are not intended to be exhaustive and such programs may use "chatbots" and prompt requests and refined requests from the users of such programs.
- (b) **Policy:** Book Fair Australia has a firm 'No Generative AI' policy. This means that you are not eligible to be an exhibitor of a product at the Event and that you are not entitled to exhibit any product at the Event if you, or anyone involved in creating or publishing that product, employed Generative AI in that product's creation; for instance, and without limitation, in the creation of any of its related content, writing, cover artwork, artwork, story concept or structure, design or intellectual property.
- (c) **Disclosure:** As an exhibitor you must disclose the use of any artificial intelligence in your application to exhibit at an Event and thereafter immediately upon becoming aware of the use of such artificial intelligence. (whether or not Generative AI) in the creation of any product to be exhibited.
- (d) **Condition:** As a condition of us agreeing to admit you as an exhibitor to the event, you must not exhibit, or offer for sale, any product that does not comply with the policy in sub-clause 18 (b) and you represent and warrant that you are not doing so.
- (e) **Breach:** Failure to comply with the terms of this clause constitutes a breach of an essential condition of the contract between the parties. In such circumstances, and without limiting our rights and without refunding any amounts paid by you, we may:
1. immediately terminate the contract and claim damages against you for the loss we have suffered;
 2. refuse to exhibit any product that involves the use of Generative AI in breach of this clause; and/or
 3. immediately expel you from exhibiting at the Event and physically remove you and your display from the Venue and from the Event.

- (f) **Indemnity:** As a separate obligation, you indemnify us and hold us harmless against all loss, damage and claims arising out of your breach of this clause.

19. Vehicles: We cannot guarantee access for vehicles within the Venue for the purposes of loading, unloading or packing your items.

20. Packing items: We are not responsible for providing pallet trolleys, dollies or forklifts for moving or storing your items. You should ensure that your stock can be moved by hand or that you bring the appropriate equipment, such as a trolley, to move your items. If you wish to move larger items, crates or pallets, you must make prior arrangements to do so with our consent within a reasonable time prior to the Event.

21. Promotional material and giveaways: You may sell or give away promotional material or products subject to complying with the following conditions and restrictions:

- (a) stickers, decals or products that include an adhesive material must be packaged and sealed;
- (b) balloons that contain lighter than air gas such as helium cannot be sold or given away;
- (c) if you fail to comply with (a) or (b) above:



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- i. we may confiscate the relevant items from you and will not return them until after the end of the Event; and
- ii. you will be liable for the cost of repairing and cleaning any resulting damage including damage to any part of the Venue including the building, fixtures, fittings and any property in the building regardless of who it belongs to.

22. Food and beverages: You are prohibited from selling or offering samples of food or beverage (whether packaged or fresh, including candy, sweets, snacks, canned drinks or hot or baked food) to anyone without the permission of the operator of the Venue. Any request for permission must be conveyed to us and arranged through us and any permission granted may be subject to special terms and restrictions. Any food or beverage that is approved in writing for sale or sampling must have its ingredients listed on its packaging. We have the right to confiscate any food, beverage or consumable item that you bring to the Venue in contravention of this clause and will not be liable to you for any resulting loss if we do so.

23. Certain interest groups: We reserve the right not to accept any application to exhibit from any interest groups if we consider that such acceptance would have a negative impact on the Event. We will not accept any applications or partnership from:

- (a) any political party or persons proposing to attend in the capacity of a representative or affiliate of any political party;
- (b) interest groups that promote smoking or vaping; or
- (c) organisations that promote or sell alcohol.

24. Drugs and alcohol: The Event is a drug and alcohol free event. If you supply or consume alcohol or illicit drugs outside of approved times or areas, you will be asked to leave the Venue and the Event. If you do not leave when asked, we may contact law enforcement authorities to have you removed.

25. Conduct: You, your staff and personnel are expected to behave courteously and respectfully during the Event. You must not and you must ensure that your staff and personnel do not engage in behaviour or conduct (including acting, behaving, speaking or visually communicating) towards any person (including any visitor, partner, volunteer, exhibitor, author, performer, supplier, member of staff or patron) in a manner that offends, insults, humiliates, intimidates, threatens, disparages, vilifies, bullies or harasses that person. You must not discriminate against any person attending the Event on the basis of their race, religion, colour, gender, sexual orientation, descent, or national or ethnic origin.

SAFETY

26. Regulatory compliance: You and your staff, suppliers, contractors and personnel are classified as workers under state and federal legislation relating to Work Health and Safety. Under that legislation you and they must:

- (a) act diligently in keeping your work area clean, safe and free of risks and hazards;
- (b) report all hazards and incidents or injuries at the Event to us and the operator of the Venue;
- (c) become acquainted with the **Exhibitor Manual** which will contain more information about common safety risks and hazards; and
- (d) read and comply with the Guidelines in the [WHS Policy](#).

27. In-house policies: We recommend that you develop and implement your own in-house work health and safety policies for your staff and personnel if you have not already done so.

28. Safety vests and closed shoes: It is mandatory for all your personnel and staff to wear approved safety vests and closed shoes during bump in and bump out periods for the Event. You must supply such safety vests at your own expense. Thongs, flats, sandals, heeled shoes or any open footwear do not constitute footwear for use during such periods. Any person who does not wear attire that complies with this requirement will not be granted access to the Venue or the loading dock for bumping in and out.

29. Children during bumping in and out: Children who are under the age of 16 are not permitted to be present at the Venue during the bump in and bump out sessions for the Event and you must not invite such children to be present at those times.



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DELIVERY AND COLLECTION OF GOODS

- 30. Timing for removal of goods:** You must ensure that all goods and products are removed from the Venue by the allocated time on the evening of the Sunday that is the last day of the Event. If you leave any property, goods or products at the Venue after this time, you authorise us to dispose of them (including by paying someone to dispose of them) and you must reimburse us for the cost of such disposal.
- 31. Security of property:** You are responsible for the safety and security of your goods and products at the Venue. Neither we, nor the operator of the Venue accepts any responsibility for the safety or security of goods or products that are delivered to your display or allocated space.
- 32. Marking property:** All items should be clearly marked with your name or the name of your organisation, contact details, stand name, collection and delivery details, and the name of your freight or delivery company. We recommend, where possible, that you mark the consignment number on items to minimise confusion in collection and tracking of goods in transit. These items must be collected by freight before the closing of the event and BFA is not responsible for any items.

RESTRICTED MATERIAL

- 33. Pornography:** It is strictly forbidden to offer pornography for sale or giveaway at the Event.
- 34. Illegal items:** It is strictly forbidden to offer for sale or giveaway any items at the Event that are illegal to sell under any law in Australia, including but not limited to extremely explicit, violent or sexual material or material that contains paedophilia in any form.
- 35. Adult material:** Adult material must not be on display in a manner that is visible or within reach of minors and must be marked with appropriate censorship classification.
- 36. Weapons:** For the safety and wellbeing of Book Fair Australia staff, patrons and volunteers, weapons, replica (imitation) weapons and props must be displayed and sold adhering to the guidelines set out in the **Book Fair Australia Weapons Policy**. In addition, all Book Fair Australia attendees and merchants must comply with any and all Federal, State and local laws and regulations regarding weapons, replica (imitation) weapons and props, including but not limited to their sale and usage.
- 37. Bootleg:** We have and we enforce a zero tolerance policy for ownership or sale of bootleg or pirated items or materials. We reserve the right to undertake random spot checks of stock during the Event to enforce our policy.
- 38. Confiscation of contraband:** We will confiscate or remove any restricted, contraband material or material displayed in contravention of these Terms and may, at our discretion, expel you from the Event if you display material that is prohibited from display under these Terms in which case you will not be entitled to compensation for loss of material that is confiscated. If you consider that your display material does not contravene our Terms, it is your responsibility and onus to prove it by providing sound evidence (such as authentic documentation) at the time of inspection by us.
- 39. Classification restrictions:** Visual displays (such as film, video, games or other multimedia works) that are rated MA15+ or above, or the equivalent as determined by the National Classification Scheme, are required by law to be within a closed or monitored space and not to be seen by those who do not have the express desire to do so. Children under the age of a National Classification specification who wish to experience a visual display will need to be accompanied by a guardian. Further information regarding your responsibilities as an exhibitor as well as appropriate order forms and additional Event details will be contained in the **Exhibitor Manual** which will be provided prior to the Event.

INSURANCE

- 40. Public liability insurance:** If you are a partner, exhibitor, co-exhibitor, vendor, or a contractor at the Event, you must have and provide proof that you have public liability insurance with coverage that



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includes damage or injury caused to third parties or visitors on, in, at or in the vicinity of your display, stand or allocated space including damage caused by any defective products supplied by you.

- 41. Proof of coverage:** Proof of such coverage must be delivered in the form of a certificate of currency to us via email at events@bookfairaustralia.com no later than one month before the Event. We advise you to keep a copy of the certificate with you throughout the duration of the Event including during bumping in and bumping out.
- 42. Advice on coverage:** We cannot advise you on the type of insurance policy that would be suitable for you at the Event or the Venue. We recommend that you contact an insurance broker to determine your most appropriate insurance cover for the Event.
- 43. Theft and damage:** Please note that public liability insurance does not cover theft of or damage to your property, products or displays and you should consult an insurance broker for advice on other forms of business insurance.

ADVERTISING AND USE OF OUR LOGO

- 44. Logo:** We can provide you with an electronic version of the BFA logo (**Logo**) and website banner in *.jpg or *.eps format for inclusion in your advertising, promotional publications, magazine and e-News advertisements, or as a link from your website. We grant you a revocable licence to use the Logo solely for the purpose of promoting the Event and your participation in the Event and subject to the condition that you must obtain our prior written approval to broadcast any recorded material that contains the Logo. Such approval will be for the specific request only so that you do not have a general approval to broadcast the Logo.
- 45. Image:** To obtain a high resolution image of the Logo please contact: events@bookfairaustralia.com.
- 46. Additional promotion:** To enquire about additional promotional use of the Logo (such as creating or commissioning items to sell or give away), please contact events@bookfairaustralia.com.

PHOTOGRAPHY AND RECORDING

- 47. Photography and recording:** You may be filmed, sound recorded and/or photographed by BFA, the media or any other party at the Event and BFA may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

PRIVACY POLICY AND DATA

- 46. Book Fair Australia** may share your data, including contact details, with the venue and with build partners, or with the authorities as required by law. We will never sell your data to a third party. [km note: if you have a privacy policy, you should link to it]