



**COMMERCIAL
EXHIBITOR
GUIDE
2024**

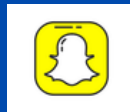
24 & 25 AUGUST



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INTRODUCTION

The Gawler Show is South Australia's Largest Regional Show and Gawler's key tourism event and has been going since 1854. The Gawler Show is planned, managed and coordinated by the Gawler Agricultural, Horticultural and Floricultural Society Inc. (the Society). The Society is a not-for-profit organisation and is almost exclusively run by volunteers. The Gawler Show is held annually on the last weekend in August, at the Gawler Showgrounds on Nixon Terrace. We see crowd numbers of over 28,000 people attend the event.

This Commercial Exhibitors Guide 2024 has been created by the Gawler Agricultural, Horticultural and Floricultural Society Inc (the Society) to ensure the safety and smooth running of the Gawler Show.

Please ensure you read this document carefully in its entirety and comply with all conditions set out below. We welcome you to the 2024 Gawler Show.

2024 KEY DATES AND TIMES

Trade Operating hours

Saturday 24 August 9.00am - 8.00pm

Sunday 25 August 9.00am - 5.00pm

Exhibitor Onsite restocking - STRICTLY

Saturday 24 August 7.00am - 8.00am

Sunday 25 August 7.00am - 8.00am

Bump In

Individual times are listed on page 5

Bump Out - STRICTLY

Sunday 25 August 5.30pm - 8.00pm

SHOW CONTACT

Tanya Veldkamp / Sondra Taylor

Telephone - (08) 8523 1477

Postal - PO Box 116, Gawler SA 5118

Email - info@gawlershow.org.au

Web - www.gawlershow.org.au

INFORMATION BOOTH

Located in front of Sport & Community Centre - for Exhibitor Passes and queries

OPEN HOURS:

Friday 12.00pm - 8.00pm

Saturday 8.00am - 9.00pm

Sunday 8.00am - 5.00pm

SAFETY INDUCTION

It is compulsory for ALL Commercial Exhibitors to undergo a Safety Induction Process prior to admittance to the Gawler Showgrounds. This is completed via our website. <<INSERT LINK>>

Proof of completion must be kept at all times during the show as you may be asked to provide evidence by SafeWork SA.

PASSES AND BUMP IN

EXHIBITOR PASSES

- Two Exhibitor Passes will be allocated per site - allows entry for two people both Saturday and Sunday. These can be picked up from the Information Booth during bump-in.
- Additional Exhibitor passes can be purchased for \$30 per pass from the Information Booth

PUBLIC LIABILITY INSURANCE

All exhibitors **MUST** hold Public Liability and Product Liability Insurance for a minimum of \$20M each. Exhibitor will not be permitted to bump in without it.

BUMP IN TIMES - STRICTLY

No-one will be permitted on site prior to the days/times prescribed below unless otherwise negotiated and written confirmation has been received.

Tuesday 20 August from 4.00pm through Gate 1 - Showrides

Tuesday 20 August from 4.00pm through Gate 7 - Showbags

Friday 23 August from 8.00am through Gate 7 - ALC/Rural Demonstrations

Friday 23 August from 12.30pm - Trade and Catering - through the below gates:

- Gate 1 - Indoor Trade
- Gate 7 - Outdoor Trade and Catering

ALL EXHIBITORS MUST BE BUMPED IN BY FRIDAY NIGHT - NO EXCEPTIONS

RESTOCKING OF SITES

Vehicles will be permitted to restock **Saturday and Sunday mornings between 7.00am - 8.00am**. Vehicles will require a Restock pass that can be obtained from the Information Booth on Friday during Bump-in. Cars will not be permitted on site without this pass.

ALL VEHICLES MUST BE OFF SITE BY 8.00AM - NO EXCEPTIONS

ONSITE VEHICLE MOVEMENT

- All drivers onsite must adhere to 10km speed limit/walking pace or lower if advised by a Gawler Show Traffic Marshall/Parking attendant
- Hazard lights must be activated while onsite
- All drivers must adhere to any directive given to them by a Gawler Show Traffic Marshal who shall make themselves known to the driver prior to issuing a directive.
- There is to be no onsite vehicle movement outside of the scheduled restocking times
- **There is no onsite parking available**
- **There is no overnight camping for Commercial Exhibitors**
- Vehicles can only be used as 'back of house' by negotiation - 'back of house' permit **MUST** be displayed in the front window of the vehicle

WE RESERVE THE RIGHT TO REMOVE/TOW ANY VEHICLE/EXHIBITOR WHO IS PARKED ONSITE OUTSIDE OF THEIR PRESCRIBED HOURS

VENUE INFORMATION

SMOKE FREE ZONE

The Gawler Show is a Family Friendly Event and as such is a SMOKE FREE ZONE. Pass outs are available.

PARKING OFFSITE

- **There is no onsite parking available**
- Please obey parking restrictions which apply around the show. The Show Society will not be held liable for any infringements received.
- Suggested parking for Commercial Exhibitors is Lawrence Avenue carpark (short walk through pedestrian Gate 10) open from 7am.

MEDIA COMMENTS

Any public comment on emergencies, incidents or other venue matters should only come from the Society.

FIRST AID

Located in front of Sport & Community A First Aid Station is located near the Showbags at Gate 7

SAPOL AND SECURITY

SAPOL and Security are on site during the operational hours of the Show and Security is also present outside these hours

LOST CHILDREN/PROPERTY

All lost children/property are to be taken to the Gawler Show Information booth.

DELIVERIES

The Society cannot accept delivery of any goods and does not accept responsibility for any goods delivered to un-staffed sites. Any delivery to the Show Office will be returned at the sender's cost.

INCIDENTS AND HAZARDS

INCIDENT REPORTING

Exhibitors must notify the Information Booth immediately if an incident occurs which has resulted in:

- The injury, illness or death to people or animals.
- Damage, destruction or loss of property.
- A near miss incident that could have resulted in the consequences listed above.

HAZARD REPORTING

Exhibitors must notify the Information Booth immediately of any hazards detected. Hazards are any situation that could result in:

- Injury, illness or death to people or animals immediately or in the future.
- Damage or destruction to property.

EXHIBITOR SERVICES

ELECTRICAL

- All Exhibitors MUST be connected to power by an appropriately qualified representative of the Society.
- All electrical equipment brought onto the Showgrounds must be tested and tagged to comply with Australian Standard 3760-2003.
- Test and Tags can be conducted on site at a cost of \$10 paid in cash at the time of testing.
- Exhibitors attention is drawn to the Regulations under the Work Health & Safety Act (SA) 2012 which requires that a hand held electrical appliance must incorporate an Earth Leakage device in the circuit provided by the Exhibitor and must be safety tagged.
- All stand lighting must be switched off at the end of each day.
- Extension cords (minimum 50m) must be earthed and all electrical appliances must be earthed or double insulated.
- Appliances must be in sound working order and safety tagged.
- Power boards with overload protection can only be used at the discretion of the Society's Electrician with prior approval.
- The use of double adapters and bar heaters is strictly prohibited.
- All extension leads MUST be covered.

LIGHTING

- The Society provides general lighting only and does not take responsibility for inadequate lighting at individual sites.
- You are encouraged to provide your own lighting to best showcase your exhibits.

LPG CYLINDERS

Commercial Exhibitors are responsible for ensuring:

- The safe connection and storage of all Liquid Petroleum Gas (LPG) cylinders brought onsite.
- All LPG cylinders are within 10 years of the stamped test date.

GENERATORS

- If the site qualifies, the Exhibitor may provide a silent generator, but it can NOT exceed 60dB within 7m.

WASTE MANAGEMENT

- Exhibitors are required to keep their site(s) in a clean and tidy conditions and shall be held responsible for the condition of this area during the opening hours of the Show. This includes cleaning their site prior to opening Sunday morning.
- Exhibitors shall equip their site(s) with litter bins provided by the exhibitor which are to be emptied into the nearest litter bin at the close of each days trading.
- All cardboard boxes are to be flattened and separated from plastic and rubbish before being placed in the cardboard waste containers provided.
- Oil MUST be taken from site and NOT disposed of within our grounds.
- If a site requires cleaning at the end of the Show, the Exhibitor will receive a fine of up to 50% of the site fee (please refer to the Terms and Conditions).

SITE INFORMATION

STAND NAME

- The name of the Exhibitor must be prominently displayed.

STAFFING

Exhibitors shall keep their site(s) staffed and properly operating during exhibition hours throughout the full period of the Gawler Show.

HAZARDOUS MATERIALS

- The Society are to be advised of all hazardous materials that will be brought onto the Showgrounds.
- Appropriate warning signs and Material Safety Data Sheets are required before such materials will be permitted.

GENERAL CONDITIONS

- Any damage to the venue resulting from the construction of your exhibit will be the sole responsibility of the exhibitor. No item is to be attached directly to the walls.
- All stands and fittings must be free standing and all stands are subject to the approval of the Society.
- Exhibitors **MUST NOT** negatively impact any other exhibitor.
- Exhibitors shall not drive any metal pipes or other type of fittings into sealed or paved surfaces.
- Weights are to be used for any marquees on hard surfaces.
- Loose display material such as wood chips must be positioned on suitable protective sheets. Any costs incurred for clean up will be passed on to the responsible exhibitor in full.

TREASURE TRAIL

- If participating in the Treasure Trail, the Treasure Trail Map Number poster allocated must be clearly displayed.

PUBLIC WALKWAYS

- Care must be taken to minimise trip hazards and obstacles. Avoid laying unprotected cables or pipes on or above paths, walkways or roads.
- All aisles and public walkways at the Show must remain unobstructed and accessible at all times.
- Under no circumstances will any part of your stand, furniture, lighting, catering or exhibits etc, be allowed to protrude beyond the boundary of your site(s).
- Demonstrations, presentations and samplings must be conducted far enough within your site(s) so that crowds, which gather, are contained within the limits of the site(s) where possible. The Society may request modification or elimination of the presentation.
- Exits and emergency equipment must not be obstructed.

SECURITY OF SITE

- Exhibitors are solely responsible for the security of their site(s) and their equipment and property.
- Exhibitors are warned against the possibility of pilferage or loss of goods during stocking, exhibitions and departure periods.
- The Society strongly recommends that all valuable items on their stand are adequately safeguarded at all times.

FOOD & BEVERAGE

FOOD BUSINESS NOTIFICATION

Exhibitors providing samples or selling any food and/or beverages must provide the Food Business Notification as per your local council.

LIQUOR LICENCE

- Exhibitors are required to obtain a 'Limited Liquor Licence', if providing taste samples as part of their exhibit, and/or selling of sealed bottles of alcohol.
- The Limited Liquor Licence must be on display at all times.
- A copy of your Limited Liquor Licence MUST be provided to the Gawler Show office before your passes will be issued.

LUNCHEON VOUCHERS - CATERING ONLY

- Luncheon Vouchers to the value of \$5 are issued to volunteers over the Show weekend, and all Commercial Exhibitors (Catering) MUST honour these vouchers.
- All vouchers must be returned to the Gawler Show office along with the completed Invoice provided prior to bump-out Sunday.
- All monies will be reimbursed in full within 28 days of the Show upon receipt of the Vouchers and Invoice.

FOOD AND BEVERAGE SAMPLING AND GIVEAWAYS

SAMPLING

Commercial Exhibitors will be allowed to provide samples of food and beverage under the following conditions:

- The Society is notified of the proposed sampling in advance of the Show.
- The Exhibitor complies with all the Food and Safety standards.
- The portion size represents a sample (eg the sample does not exceed 20% of the full product size, 50gms or 50mls which ever is the lesser).
- The sample is provided free of charge.
- The sample will be consumed at the point from which the sample was received and appropriate facilities are provided to accommodate any waste generated.

GIVEAWAYS

- Food and beverage products cannot be supplied as give away or promotional items if in direct competition with another Trader/Caterer.
- Exhibitors are required to notify the Society if they intend to provide any food or beverage giveaways at the Show.
- This does not include samples.

SHOWRIDES

AMUSEMENT DEVICES

- A list of all Amusement Devices must be provided to the Society at least four weeks prior to the Gawler Show.
- Evidence of current Public Liability Insurance to the value of \$20M and current 'Certificate for Plant - Amusement Devices' must also be provided to the Society for all devices.

ENTRY PASSES AND CAR PARK PASS

Exhibitor passes and car park passes can be collected from the Show Office on the day of Bump in.

DESIGNATED AREA

- Exhibitors MUST ensure Amusement Devices remain within the designated area as agreed on upon between the Society and the Organisation.
- A 4m driveway MUST be maintained through the Sideshow Alley to ensure access/egress of Emergency Vehicles.
- Easily removable pedestrian fencing to be in place between Gate 1 and Sideshow Alley

FOOD AND BEVERAGE

Catering Vans in Sideshow Alley MUST comply with all conditions set out previously in this document, and comply with the contract between the Society and the Showmen's Guild of SA.

SHOWBAGS

AMUSEMENT DEVICES

- Evidence of Public Liability Insurance to the value of \$20M must be provided by the Organisation to the Society.
- Evidence that all showbags being sold at the Gawler Show have passed inspection by the Attorney-Generals Department - Consumer Business Services must be provided to the Society.

ENTRY PASSES AND CAR PARK PASS

Exhibitor passes and car park pass can be collected from the Show Office on the day of Bump in.

SITE CHECK & BUMP OUT

SITE CHECK

- Exhibitors are responsible for ensuring their site(s) is left clean and all rubbish has been removed from their site.
- All Exhibitor sites must be checked and signed off by a member of the Society prior to bump out.

BUMP OUT

Bump out will commence from 5.30pm Sunday 25 August.

No-one will be permitted to bring their cars onsite until 5.30pm or as otherwise advised by the event MC or Security at the gates. All vehicles are to enter and exit through the following gates:

- Showmen's Guild of SA - Gate 1
- Indoor Trade - Gate 1
- Outdoor Trade and Catering - Gate 7
- ALC/Rural Demonstrations - Gate 7

ONSITE VEHICLE MOVEMENT

- All drivers onsite must adhere to 10km speed limit/walking pace or lower if advised by a Gawler Show Traffic Marshall/Parking attendant.
- Hazard lights must be activated while onsite.
- All drivers must adhere to any directive given to them by a Gawler Show Traffic Marshal who shall make themselves known to the driver prior to issuing a directive.

CODE OF CONDUCT

CODE OF CONDUCT STATEMENT

Gawler A, H & F Society (the Society) is committed to providing to its workforce a respectful, fair and safe working environment, free from harassment, discrimination, intimidation and bullying that observes practices and maintains standards of excellence in conduct, in all of its dealings and activities.

In addition, the Society expects that all its employee's, judges, stewards, conveners, members, volunteers, commercial exhibitors, entertainment and contractors, as a condition of participation, will adhere to the Code of Conduct when representing the Society and/or participating in the Gawler Show.

The Code of Conduct outlines the level of professional and ethical conduct, behaviours and intent expected of its representatives in relation to working with and supporting the Society.

THE CODE OF CONDUCT

Acceptance of any role within the Society will be deemed as agreement to adhere to the Code of Conduct and you will:

- Treat all volunteers, volunteer managers, commercial exhibitors, employed contractors and other related personnel with respect and professionalism at all times;
- Make decisions that are just, fair, consistent, impartial, based on merit and in accordance with the law;
- Take responsibility and complete your role to the best of your abilities;
- Actively communicate with people politely, respectfully, in a timely manner, appropriately and convey a positive attitude;
- Promote a positive culture of fairness, integrity and equity for all;
- Treat all of the Society's workforce with respect and fairness when making enquiries, attending activities and at any time when dealing with any workforce member;
- Not use your position for illegal, improper or inappropriate purpose or for undue advantage;
- Not use any of the Society's resources of whatever kind or nature without authority other than for relevant and appropriate purposes;
- Advise the Society of any issues, problems or changes in status as soon as practicable, especially if it changes the nature of your involvement with the Society;
- Not to discredit the Society or otherwise bring into disrepute;
- Reinforce the integrity and good reputation of the Society and demonstrate loyalty and commitment to its strategic directions;
- Adhere to all directions given by a representative of the Society;
- Comply with all regulations surrounding safety, including traffic movement; and
- Generally support the work of the Society as appropriate.

BREACHES OF THE CODE OF CONDUCT

Action will be taken to terminate any individual or organisation for:

- Any unacceptable, inappropriate and unlawful behaviour;
- Any breach of vehicle movement outside of designated times;
- Disrespectful, unprofessional or unjust treatment of volunteers, volunteer managers and other related personnel; or
- Bringing any individuals, associated organisations or the Society into disrepute

TERMS AND CONDITIONS

INTERPRETATION

1. In this agreement the Gawler Agricultural, Horticultural & Floricultural Society Inc ("Society") is 'we', 'us' and 'our'. The Exhibitor is 'you' and 'your' and includes your employees, servants and agents.
2. Amusement Device means all rides and games, including rides or tests of skill and/or strength to the public, sideshows, novelty stand etc.

OPERATIVE CONDITIONS

Grant of Licence

3. This agreement sets out the terms and conditions upon which we grant you a Licence to occupy an exhibit site in order to participate in the Gawler Show (Show) (Licence).
4. These Terms and Conditions are to be read in conjunction with the main body of the Commercial Exhibitors Guide.
5. We reserve the right to amend the terms contained within the Commercial Exhibitor Guide annually.
6. This agreement replaces all previous representations and agreements.
7. In the event of any inconsistency between this agreement and the main body of the Commercial Exhibitors Guide, the terms of this agreement will prevail.

OUR RIGHTS AND RESPONSIBILITIES

Revocation of Licence

8. We can immediately revoke this application and grant an application to another applicant/s if you do not:
 - 8.1. comply with any of the conditions of occupancy under this agreement;
 - 8.2. sign and return a copy of this agreement to us within 14 days of receipt;
 - 8.3. pay in full all fees by the relevant due dates.
9. If the application is revoked in accordance with clause 8, any moneys paid by you for the exhibit site/s at the time of revocation will be forfeited to us.

Removal from the Showground

10. We reserve the right to:
 - 10.1. remove from the Showground any exhibit or product or to close down any activity which in our opinion is objectionable;
 - 10.2. eject from the Showground any exhibitor who is the proprietor of or any person employed in connection with any such exhibit or who is guilty of conduct which in our opinion is objectionable or may be detrimental to our interests.
11. We will eject you from the Showground and you will forfeit any money paid to us for your exhibit site/s, if any activity conducted by you on the Showground is:
 - 11.1. declared by any competent authority to be illegal; or
 - 11.2. contravenes in any way clauses 6-28 of this agreement.
12. If we take action under clauses 8, 11 or 12, no person has any right of action or claim for damages costs, expenses or otherwise against us in respect of any such action.

TERMS AND CONDITIONS

AMENDMENT TO SIZE OR LOCATION OF EXHIBIT SITE

13. We reserve the right to:
 - 13.1. amend or alter the exact size or location of the site/s assigned to you due to unforeseen circumstances and undertake to provide you with notice of any amendment or alteration as soon as practicable; and
 - 13.2. you undertake to agree to any such amendments or alteration and to co-operate in the implementation of the change.

ALTER DATES OF THE SHOW

14. We reserve the right to postpone or amend the stated dates of the Show to a date which is, in our opinion, most applicable for such a Show, utilising this right only where circumstances necessitate such action, and without any liability to us and the sponsors for any losses, damages or expenses which you may incur as a result.

BEST ENDEAVOURS TO SUPPLY

15. We will use our best endeavours to ensure the supply of the services mentioned in this agreement but will not be liable for any losses, damages or expenses arising out of total or partial failure of such services caused by a cause beyond our reasonable control.
16. In such event of a total or partial failure of any services you will not be entitled to a refund of any moneys paid nor will you be relieved of the obligation to pay any amount due under this Licence. We will not be liable in any way for any expenditure or liability or losses including consequential loss incurred or sustained by you.

YOUR RIGHTS AND RESPONSIBILITIES

Cancellation or withdrawal from the Show

17. If you cancel or withdraw from the Show for any reason within thirty (30) days or less of the stated commencement date of the Show, you will forfeit all monies paid.

Price and Payment

18. The application fee must be paid in the amount and at the time of application, OR by due date stated on Invoice.
19. You acknowledge that where payment is due and you fail to pay on time, we reserve the right to refer the account to any collection agency or legal representative of the Society for collection and you will be liable for all costs and expenses incurred by us in connection of the recovery of the overdue amount.

Exhibitor to abide by Show Rules and Regulations

20. You must abide by the Show rules and regulations in the Commercial Exhibitor Guide and our rules and regulations. All of these rules and regulations form part of this agreement and are available from us upon request.
21. If you are an Amusement Device operator, you must comply with the additional terms set out in Schedule A.
22. You must abide by all Conditions as set out in the Code of Conduct.

TERMS AND CONDITIONS

BUMP IN PROCESS

23. You are permitted to go into possession of your exhibit site/s before the commencement of the Show to prepare the exhibit/s, as specified by the 'Move In' procedures as defined in and set out in the Commercial Exhibitor Guide. All stands and exhibits must be completed before 9.00am on the first day of the Show and any stand not occupied and staffed at this time to our satisfaction will revert to us.
24. You are responsible for your own safety and for the safety of other users of the Showground at all times during the Move-In period and must comply with the rules set out in the Commercial Exhibitors Guide.

OCCUPATION OF THE EXHIBIT DURING THE SHOW

25. During the Show you must:
 - 25.1. only use and occupy the exhibit site/s assigned to you solely for the purpose stated in your application.
 - 25.2. not sublet your exhibit site/s or any portion of your exhibit site/s or assign any of your rights under this Licence without written approval from us.
 - 25.3. not conduct or operate any gambling, game/s of chance and/or dispose of any property by lot or chance without our prior written approval.
 - 25.4. not bring any animal except that forming part of an authorised act onto the Showground without our prior written approval.
26. You must not bring or permit to be brought onto the exhibit site/s:
 - 26.1. anything or do or permit any activity which may be or become offensive or dangerous or give rise to undue noise or smell; or
 - 26.2. any item or material not specifically detailed in the application as being permitted; or
 - 26.3. anything listed in the Commercial Exhibitor Guide as a restricted or prohibited item or activity; or
 - 26.4. anything which in our opinion may cause annoyance or offence or may constitute a danger to members of the public or other exhibitors.

OPERATION OF EXHIBIT

27. You must at all times:
 - 27.1. ensure no rubbish is left at the exhibit site/s and that any rubbish is disposed of as directed by us;
 - 27.2. ensure there is no damage to any areas of the exhibit site/s;
 - 27.3. not obstruct or interfere with aisles, passageways, entrances, exits or emergency equipment at the Showground;
 - 27.4. not give away or sell any food and beverage without our prior written consent;
 - 27.5. not supply, either by give away or sale, any liquor without our prior written consent and without the requisite Liquor Licence being in place.
 - 27.6. only use approved contractors and facilities for the provision of services to you which meet our required standards;
 - 27.7. comply with all directions of our authorised staff, security, police or emergency services;
 - 27.8. conduct your exhibit at and strictly within the confines of the exhibit site licensed to you under this agreement and not distribute any handouts, printed matter or any other material from any location outside the confines of your exhibit site;

TERMS AND CONDITIONS

OPERATION OF EXHIBIT contd.

- 27.9. ensure any tickets issued to you are used correctly and are not copied or misused in anyway;
- 27.10. only use audio visual, equipment demonstrations or other sales presentations or getting attention devices which do not disrupt neighbouring sites or impede crowd movement. We will determine appropriateness in our sole discretion;
- 27.11 if your exhibit site/s will be sponsored by, or likely to be sponsored by, another person or organisation, you must disclose this in your application and obtain our written approval prior to the Show.

BUMP OUT

- 28. Removal of exhibits, or parts thereof, from the Showground before the closure of the Show is expressly prohibited. Non adherence will result in the fine of up to 50% of the site fee.
- 29. All exhibits must be removed from the Showground before the prescribed time, as set out in the Commercial Exhibitors Guide.

INSURANCE

Commercial Exhibitors must:

- 30. take out public and product liability insurance to a minimum of \$20 million for any one occurrence
- 30.1. throughout the period of the Show as specified in the Commercial Exhibitors Guide with the period of insurance covering the Friday, Saturday and Sunday of the Show Weekend;
- comply with the terms of the insurance policies;
- 30.2. provide us with evidence of currency of the insurance policy by 31st July, together with details of the
- 30.3. terms of the insurance policy including any specific exclusions and any limits of liability per claim or occurrence;
- 30.4. comply with all other requirements relating to insurance as contained in the Commercial Exhibitors Guide.
- 31. Those operating Amusement rides, game of chance or skill must:
 - 31.1. adhere to all items as set out in 34.1 to 34.4
 - 31.2. provide a current copy of the SafeWork SA Plant Registration
- 32. We accept no liability for any damage to exhibits by loss, fire, water, theft, storms, strikes, riots, or any other cause whatsoever. You are responsible for your own security and property insurance. You acknowledge that our security arrangements do not cover surveillance of your stands.

WARRANTIES AND INDEMNITIES

Intellectual Property

- 33. You warrant that you will not sell goods at the Show which are in any way a misrepresentation or an infringement of another person's intellectual property rights. You indemnify us from and against any claims, damages, losses and costs suffered or incurred by us which arise from any breach of this clause.

Entry at exhibitor's own risk

- 34. Entry to the Showground is entirely at your risk. It is a condition of entry that we shall not be liable for any loss, damage or injury to or caused by you. All exhibits are accepted on the basis that you will indemnify the Society against any loss, damage or injury that may be caused in any way by an exhibit or entry pursuant to the regulations or the applicable site or application or other agreement.

TERMS AND CONDITIONS

Indemnify the Society and its officers, employees, members etc

35. To the maximum extent permitted by law, you must indemnify and keep indemnified us and our officers, employees, members and agents from and, against all actions, claims, demands, losses, damages, costs, expenses and liabilities including without limitation, consequential loss and loss of profits for which we are, or may become, liable in respect of or arising from:
- (a) loss, damage or injury to any person in connection with the exhibit or the relevant event;
 - (b) without limiting sub-clause (a) loss, damage or injury to any other exhibit or exhibitor, his or her family, invitees, agents, or to our property, or our members, or to the general public, caused or contributed to or by any act or omission of an exhibit of you, your family, invitees or agents; and
 - (c) without limiting sub-regulation (a) loss, damage or injury to the exhibit, or you, your family, invitees, or agents caused or contributed by an act or omission of an exhibit of yours or by the transportation, feeding or housing of an exhibit of yours.

MISCELLANEOUS

Cancellation of Show

36. If for any reason whatsoever, the Show is not held, the Licence will be deemed cancelled and we will return all moneys paid by you to us for this Licence. We will not be liable for any expenditure or loss including consequential loss incurred or sustained by you as a result of the cancellation

Fines and Penalties

37. The Society reserves the right to fine Exhibitors for breaches of the conditions as set out in these Terms and Conditions or those of the Code of Conduct or Exhibitors Guide. This may also affect any future applications of the Exhibitor to attend the Gawler Show. Breaches include:
- (a) any rubbish/Cardboard left on site;
 - (b) damage to any infrastructure including floors and treasure trail signs and/or
 - (c) trading times not being adhered to.

Waiver

38. A waiver of any right, power or remedy under this application must be in writing and signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
39. The fact that we fail to do, or delay in doing, something that we are entitled to do under this application does not amount to a waiver.
40. The granting of this application does not constitute any tenancy or letting of any portion of the Showground but constitutes an agreement only to occupy such portion of the Showground for such time and for such purpose only and subject to such conditions as are set out in your application.
41. In addition to any other right or remedy which we may have on breach of any of the conditions in this agreement we may revoke the application and such revocation will not give rise to any claim against us for damages, costs, expenses or otherwise.

42. Inconsistency

Where the terms, rules and conditions of your application conflict with any of the terms, rules and conditions incorporated into the application by the express terms set out in this agreement will prevail.

TERMS AND CONDITIONS

Governing law and jurisdiction

43. These terms and conditions will be governed by and construed in accordance with the laws of South Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any other basis.

Privacy

44. You agree to give us your consent under privacy laws to:
- (a) use your personal information for internal purposes, including accounts processing, exhibitor analysis and event invitations;
 - (b) give your personal information to exhibition contractors, local newspapers and our members to develop our exhibition business and services.

Severability

45. Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Joint and Several Liability

46. If you are more than one person, each reference in this agreement to you is to be treated as a reference to each of those persons individually, and to each of them jointly with any one or more of the others.

Time of Essence

47. Time is of the essence in relation to all your obligations under this agreement.

Assignment

48. You may not assign any interest under this agreement without our prior written consent.
49. This agreement continues for the benefit of, and binds, a successor in title of a party, including a person to whom a party's rights and obligations are assigned in accordance with this agreement.