

FRONTIER

T O U R I N G

WALKER STALKER CON

TERMS AND CONDITIONS

By applying for a Vendor Space at the Event the Vendor agrees to be bound by these Terms and Conditions and the applicable Venue Conditions for [Sydney](#) and/or [Melbourne](#) (collectively **the Agreement**). The Agreement will not be binding on the Promoter until such time as the Promoter has determined that the Vendor Application is acceptable and has notified the Vendor in writing.

REFERENCE SCHEDULE

Promoter	Frontier Touring Pty Ltd ACN 005 602 602
Vendor	As per Vendor Application
Event	Walker Stalker Con
Event Period	Event Date(s) Sydney: 3 & 4 February 2018 OR Melbourne: 10 & 11 February 2018 Bump In Sydney: 2 February 2018 OR Melbourne: 9 February 2018
Business Hours	9am – 6pm Saturday and 9am – 5pm Sunday of the Event Dates
Venue	Sydney: The Dome, Sydney Showgrounds OR Melbourne: The Pavilion, Melbourne Showgrounds
Vendor Space (one of the following)	Single Booth: 3 x 3m OR Corner Booth: 3 x 3m OR Double Booth: 6 x 3m OR Double Corner Booth: 6 x 3m
Vendor Application	The application as found here https://www.frontiertouring.com/walkerstalkercon
Fee	Single Booth: \$400 Corner Booth: \$500 Double Booth: \$650 Double Corner Booth: \$800
Further Fee	Melbourne: \$200 per day OR Sydney: \$600 per day

OPERATIVE PROVISIONS

1. VENDOR APPLICATION

- 1.1 The Vendor will submit a Vendor Application and pay the applicable Fee (as set out in the Reference Schedule) at the time of submitting the Vendor Application.
- 1.2 The Promoter may accept or reject the Vendor Application in its sole and unfettered discretion.
- 1.3 If the Vendor Application is accepted by the Promoter, it will notify the Vendor in writing within 14 days and the Agreement will be binding on the parties.
- 1.4 If the Vendor Application is rejected by the Promoter, it will refund the Fee to the Vendor within 14 days and the Agreement will not be binding on the parties.

2. VENDOR SPACE

The Promoter will provide the Vendor with the use of the Vendor Space in accordance with the Agreement and the Stall Specifications in Attachment A. The position of the Vendor Space at the Location will be at the sole discretion of the Promoter.

3. VENDOR OBLIGATIONS

- 3.1 During the Event Period, the Vendor will:
 - (a) ensure that all signage, merchandise, displays, equipment, tables and or containers remain within the Vendor Space and do not impede aisles, walkways or exits.
 - (b) keep the Vendor Space clean and will be responsible for any damage to the Vendor Space during the Event Dates;
 - (c) comply with the Event Code of Conduct (available [here](#)).
- 3.2 During the Event Period, the Vendor will not:
 - (a) conduct trade or do business outside of Business Hours;
 - (b) display or sell items that infringe the intellectual property rights of third parties.
 - (c) engage in any disruptive activities, including but not limited to:
 - i. excessive noise;
 - ii. unloading and movement of merchandise at the Location; or
 - iii. any activity deemed by the Promoter in its sole discretion to be disruptive to other vendors or not in the best interest of the Event.
 - (d) display, sell and/or behave in a manner likely to cause offence, insult, humiliate, intimidate or threaten another person;
 - (e) display and/or sell items associated with the following:
 - i. political parties or affiliates;
 - ii. smoking groups or campaigners; or
 - iii. alcohol groups or campaigners.

4. VENDOR ACKNOWLEDGEMENTS

- 4.1 The Vendor agrees the Promoter, its directors, agents and/or volunteers are not responsible for items lost, stolen, damaged, or destroyed during the Event Period.
- 4.2 The Vendor acknowledges that the sampling of food is strictly prohibited. The Vendor may sell pre-packaged confectionary and/or pre-packaged food where approved by Promoter and Venue in their sole discretion and subject to payment of Food Fee by the Vendor.

- 4.3 The Vendor acknowledges that the Promoter grants no terms of exclusivity or other licensing agreement to the Vendor in relation to the Vendor's goods, services or themes.
- 4.4 The rights granted to the Vendor under this agreement may not be sold, sublet, given or otherwise transferred to any third party.
- 4.5 Vendor acknowledges that no licensing has been obtained in relation to the use of live or recorded music at Vendor Spaces. Vendors wishing to play music must notify the Promoter at the time of application and must obtain the relevant licenses at their sole cost.
- 4.6 The Promoter does not guarantee access for Vendor vehicles to the Venue. All equipment necessary for Bump In and/or Bump Out must be arranged and at the cost of each Vendor.

5. SAFETY AND RISK

All Vendors will hold current Public Liability insurance and will supply a certificate of currency to the Promoter within 14 days' notification that the Vendor Application has been accepted.

6. ELECTRICITY AND POWER

All portable equipment, appliances, chargers and lighting used at the Location (i.e. anything that is plugged in to the Venue power supply) must be tested and tagged in accordance with state workplace health and safety regulations and Australian standard AS/~ 3760:2010.

7. RESTRICTED MATERIAL AND CLASSIFICATION RESTRICTIONS

- 7.1 Pornography and/or items that would be classified as illegal under any or all State or Territory law within Australian is strictly forbidden for sale or giveaway at the Event.
- 7.2 The sale, displays and giveaway of weapons is prohibited. Vendors are entitled only to the sale, display and/or giveaway of replica weapons or props made of plastic, resin or foam. No real wood or metal bats or katanas will be allowed inside the Venue.
- 7.3 Any visual displays (film, video, games or other multimedia) that are rated MA15+ or above, or the equivalent as determined by the National Classification Scheme, will be within a closed or monitored space and not accessible is visible to persons under the age of 15.

8. USE OF EVENT MARKS

- 8.1 The Promoter may, at its discretion, provide an electronic version of the logo associated with the Event (Event Logo) in jpeg form for inclusion in the Vendor's advertising of its participation in the Event.
- 8.2 Each use of the Event Logo is subject to the prior written approval of the Promoter. Approval for the use of the Event Logo is for the original request only.

9. TERMINATION

- 9.1 The Promoter may terminate this Agreement immediately if the Vendor engages in serious misconduct, including but not limited to:
- (a) failure to hold public liability insurance;
 - (b) any conduct that is adjudged by the Promoter to be unlawful or illegal;
 - (c) any conduct that causes imminent, or serious, risk to the health or safety of a person at the Event, or the reputation, viability or profitability of the Promoter's business.
- 9.2 The Promoter may terminate this Agreement where the Vendor is in breach of this Agreement and fails to remedy the breach within five days after having been requested to do so by the Promoter.
- 9.3 For the avoidance of doubt, the Fee will not be refundable where the Agreement is terminated in accordance with this Clause 9.

ATTACHMENT A

PACKAGE TITLE	SPECIFICATIONS AND EQUIPMENT PROVIDED	PASSES INCLUDED
Single Booth	3 x 3m Octonorm Shell Scheme Booth 1 x 1.8m trestle tables 1 x black table cloths 1 x chair 1 x 240v power outlet	4 Staff Access Passes
Corner Booth	3 x 3m Octonorm Shell Scheme Booth Printed fascia 2 x 1.8m trestle tables 2 x black table cloths 1 x chair 1 x 240v power outlet	4 Staff Access Passes
Double Booth	6 x 3m Octonorm Shell Scheme Booth Printed Fascia 2 x 1.8m trestle tables 2 x black table cloths 2 x chair 1 x 240v power outlet	6 Staff Access Passes
Double Corner Booth	6 x 3m Octonorm Shell Scheme Booth Printed fascia 4 x 1.8m trestle tables 4 x black table cloths 2 x chair 1 x 240v power outlet	6 Staff Access Passes