

## Exhibitor Terms and Conditions

**Please read the following Terms and Conditions for Show Your Ability exhibitors;**

- That as the Exhibitor you will be held responsible for any loss or damage to the property of the hired exhibition venues caused by their actions or those of their agents or employees, and will be required to pay the cost of any necessary replacements and /or repairs.
- The Exhibitor hereby agrees and does hereby indemnify 3am Ltd from any losses or claims arising out of or in connection with the use of the Exhibitors property caused by product failure or as a result of products not being fit for the purpose for which it is displayed.
- The Exhibitor shall not hold 3am Ltd liable for any loss or damage caused to the property of the Exhibitor unless it can be shown that 3am Ltd has willfully or deliberately caused the loss or damage to the Exhibitors property.
- The Exhibitor hereby indemnifies 3am Ltd from any claims which may be made at any time against 3am Ltd to the effect that the Exhibitors product shall not have been fit for the purpose for which it is displayed or sold.
- That all equipment exhibited by the Exhibitor is at their sole risk and the Exhibitor indemnifies 3am Ltd against any claims, actions or damage caused by the exhibition of any of your company's equipment.
- That if the Exhibitor cancels this Agreement within 20 working days of the 'Expo' then 3am Ltd may forfeit and retain for their own benefit the 50% deposit paid by the Exhibitor in accordance with these terms and conditions.
- Where the Expo is unable to proceed, that 3am Ltd will not be liable for any loss of damage arising out of cancellation of the booking including any expenditure which the Exhibitor may have incurred to be liable to pay.
- That 3am Ltd shall not be held liable for any loss of expense you may incur if the Venue is not available as a result of fire, earthquake, failure or unavailability of any building service or other event beyond 3am Ltd's reasonable control.
- The Exhibitor will not permit any electrical devices into the Venue unless evidence is provided to 3am Ltd that such device has been inspected by a suitably qualified electrician or trained person has a current electrical test tag which complies with New Zealand standards.
- The Exhibitor will be liable for any costs or damages that arise out of the use of electrical devices or any electrical installation or connection and will indemnify 3am Ltd and the Venue Owner in respect of any liability or expense it incurred as a result.
- The Venue Operator and 3am Ltd shall not be liable to the Exhibitor under contract or tort or otherwise, for any indirect or consequential loss arising under or in connection with these terms and conditions.





## National Health Emergency

Should the venue be made unavailable or any national or regional directive cause the event to be cancelled, then paid fees will be returned to the Exhibitor less 10% admin (to a maximum of \$500). 3am Ltd will not be held liable for any loss, damage, claim or expense due to any such cancellation.

