

# CeBIT Australia 2011

Tuesday 31 May – Thursday 2 June  
Sydney Convention & Exhibition Centre, Sydney, Australia



## APPLICATION FOR STAND SPACE

This contract is hereby made between the Organiser, **Hannover Fairs Australia Pty Ltd (ABN 46 092 057 282)** and the **Exhibitor** as named below for this exhibition.

<b>EXHIBITOR DETAILS</b>			
Company Name: _____			
Exhibiting Name: _____			
Street Address: _____			
_____		City/Suburb: _____	
State: _____	Postcode: _____	Country: _____	
ABN: _____	Web: _____		
Company Phone: _____		Managing Director: _____	

<b>CONTACT FOR EXHIBITION MATTERS AND INVOICING</b>			
Name: _____			
Position: _____			
Street Address: _____			
_____		City/Suburb: _____	
State: _____	Postcode: _____	Country: _____	
Telephone: _____		Fax: _____	
Email: _____			

<b>RETURN APPLICATION FORM TO:</b>	
Hannover Fairs Australia Pty Ltd	Telephone: + 61 2 9280 3400
80 Buckingham Street	Facsimile: + 61 2 9282 7592
Surry Hills NSW 2011	Email: sales@hannoverfairs.com.au

**EARLY BIRD PERIOD ENDS WEDNESDAY 30 JUNE 2010**



**A. STAND SPACE APPLICATION** (space allocation will be assigned by the Organiser)

Preferred Stand No. \_\_\_\_\_

Preferred Show Floor Category \_\_\_\_\_

Please choose either Option 1 or Option 2.

**Option 1** Space Only (Minimum 18 m<sup>2</sup>) Rate: A\$695 / m<sup>2</sup> (plus GST)  
 Front width: \_\_\_\_\_ Depth: \_\_\_\_\_ Open sides: 1  2  3  4   
 Total Area: \_\_\_\_\_ m<sup>2</sup> Cost: \_\_\_\_\_

**Option 2** Shell Scheme (Minimum 9 m<sup>2</sup>) Rate: A\$770 / m<sup>2</sup> (plus GST)  
 Shell scheme includes: Floor space, aluminium frame construction, white walling (where applicable), signage (front and sides where applicable), 2 x 120W spotlights, 1 x 5A power point, carpet tiles, exhibition directory listing.

Front width: \_\_\_\_\_ Depth: \_\_\_\_\_ Open sides: 1  2  3   
 Total Area: \_\_\_\_\_ m<sup>2</sup> Cost: \_\_\_\_\_

**B. FURNITURE PACKAGE - Optional**

**Option 1 – Basic Package** Rate: A\$600 per package (plus GST)

Includes: 1 x Corniche round table, 2 x chairs, 1 x Corniche counter, 1 x brochure stand, 2 x plants, 1 x waste-bin (Please contact the contractor to confirm colour)

No. required: \_\_\_\_\_ packages Cost: \_\_\_\_\_

**Option 2 – Premium Package** Rate: A\$770 per package (plus GST)

Includes: 1 x Cloud round table, 2 x chairs, 1 x Sabre counter, 1 x brochure rack, 2 x plants, 1 x waste-bin (Please contact the contractor to confirm colour)

No. required: \_\_\_\_\_ packages Cost: \_\_\_\_\_

**C. PUBLIC LIABILITY INSURANCE - Compulsory**

A \$220 fee for public liability insurance must be paid by each exhibitor and co-exhibitor. This fee will be waived provided a certificate of currency for a policy covering each exhibitor and co-exhibitor for A\$20 million for the period of the exhibition is provided with this form.

Cost: A\$220 per exhibitor and co-exhibitor (plus GST) Cost: \_\_\_\_\_

**D. ELECTRICAL TESTING**

Occupational Health and Safety Requirements imposed by the venue require that all stands be separately tested and tagged for electrical safety. A flat \$15 is charged for this service to be undertaken by the Organiser's Electrical contractor.

Cost: \_\_\_\_\_

**E. CO-EXHIBITOR & PAVILION FEE**

For stands with more than one exhibitor, a \$530 (plus GST) fee is payable per co-exhibitor.

Cost: \_\_\_\_\_

**TOTAL COST: (A + B + C + D + E) Total Cost: \_\_\_\_\_ (plus GST)**



## CO-EXHIBITORS

We register the following company/companies as a **co-exhibitor**:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_ Country: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

## PAYMENT OPTIONS:

- Credit Card Payments: Visa / Mastercard / Amex (3.5% charges apply on Amex)**

Credit Card Number: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Expiry Date: \_\_\_\_ / \_\_\_\_

Name on Credit Card: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- Bank Transfer**

- Cheque**

## DECLARATION BY THE EXHIBITOR

We agree that this application, when approved by the Organiser, shall constitute, together with the 'Terms & Conditions for Participation' annexed hereto, any documents referred to in the said Terms and Conditions, and any additions which may be made pursuant to the said Terms & Conditions, a valid and legally binding contract. We have read and hereby agree fully to the 'Terms & Conditions for Participation'.

\_\_\_\_\_  
**Name (Please print)**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



**Exhibition Directory Advertising**

- OPTION 1** Full-page colour (210mm x 297mm)\_\_\_\_\_ Cost: A\$2,755 (plus GST)
- OPTION 2** Half-page colour \_\_\_\_\_ Cost: A\$1,920 (plus GST)  
 Portrait (95mm x 277)     Landscape (190mm x 138mm)
- OPTION 3** Double-page colour Spread\_\_\_\_\_ Cost: A\$4,540 (plus GST)
- OPTION 4** Full-page outside back cover\_\_\_\_\_ Cost: A\$7,875 (plus GST)
- OPTION 5** Full-page inside back cover\_\_\_\_\_ Cost: A\$5,165 (plus GST)
- OPTION 6** Full-page inside front cover\_\_\_\_\_ Cost: A\$5,740 (plus GST)

**TOTAL COST:** \_\_\_\_\_(plus GST)

**CeBIT Australia ICT Celebration Dinner**

**Meet the Elite @ The ICT Industry 'Night of Nights'**  
Wednesday 1 June 2011, Ballroom, SCEC, Darling Harbour

- Entertain your NEW Clients
- Network with Business and Government executives
- Party with your peers

**REGISTRATION DETAILS**

FIRST NAME \_\_\_\_\_ SURNAME \_\_\_\_\_

POSITION \_\_\_\_\_ COMPANY \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

TEL \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

A. Total No. Individual Tickets required: \_\_\_\_\_ @ \$185 ea (plus GST)  
B. Total No. Tables (10 Tickets) required: \_\_\_\_\_ @ \$1,570 ea (plus GST)

**TOTAL COST (A + B):** \_\_\_\_\_ (plus GST)

EXHIBITORS MUST PROVIDE DETAILS OF ALL GUESTS FOR TABLE OF TEN BOOKINGS TO THE ORGANISER BY FRIDAY 6 MAY 2011

## 1. Definitions

'Exhibition' shall mean the event, CeBIT Australia 2011, which will take place from 31 May – 2 June 2011, at the Sydney Convention and Exhibition Centre, Sydney, Australia.

'Organiser' shall mean 'Hannover Fairs Australia Pty Ltd. 'Exhibitor' shall mean any person, firm or organisation who is allocated a space by the Organiser in the Exhibition.

'Co-exhibitor' shall mean any person, firm or organisation that is exhibiting its own products or services on the stand space of an exhibitor.

## 2. Application for participation & acceptance

All applications for participation shall be made on the prescribed form overleaf and submitted to the Organiser. The submission of the application form shall be deemed to be confirmation of participation and full acceptance of the 'Terms & Conditions for Participation' as stated herein. The application shall become a valid contract upon the Organiser accepting the application. The Exhibitor agrees to exhibit in the category as specified in this application; the Organiser is entitled to locate the Exhibitor in any location within that category area. The Organiser is entitled to reduce the size of the Exhibitor's stand and modify the number of open sides. The Organiser is entitled to change the location of specific category areas (and hence the Exhibitor's stand). The Organiser is entitled to move the exhibitor into another category if the original category is discontinued. In all cases, the Organiser will consult with the Exhibitor to locate a mutually satisfactory stand, of similar quality location to the originally booked stand.

## 3. Rental of stand fittings, design and signs

The individual design of the stand, if in excess of the services indicated in the offer, is the responsibility of each individual exhibitor to arrange with the Organiser's contractor - furniture, fittings, fixtures and utilities. The nature of the design shall, however, be subjected to the construction regulations applicable to the exhibition venue and to the construction guidelines set by the Organiser.

Any costs incurred by the exhibitor relating to the individual design of their stand are the responsibility of the exhibitor, regardless of any alterations made by the Organiser on the exhibition floor. The application and confirmation of its receipt do not constitute approval of the exhibitor's proposed stand design.

## 4. Co-exhibitors and firms indirectly represented

Stand areas are in principle made available solely as whole entries and only to one contracting party, the 'main exhibitor'. The use of the stand area by another company be it that this company is represented by its own exhibition goods (co-exhibitor), shall require a special application and written approval from the Organiser. Each co-exhibitor stand or pavilion stand will be charged an additional fee of A\$530 (plus GST) per co-exhibitor. Approval of co-exhibitors is likewise based on the criteria listed under clause 2 above. Apart from this such companies shall also be subject to the 'Terms & Conditions for Participation', which are to be acknowledged by those companies in writing. The assignment of the rights and obligations to other parties, even if only any part, is not permissible except with the written approval of the Organiser in advance.

The main exhibitor shall be liable for any fault on the part of their co-exhibitor or indirectly represented company and their employees, contractors and agents, in the same manner as the Exhibitor's own faults and for the faults of the Exhibitor's own employees, contractors and agents.

The main exhibitor and all co-exhibitors shall be jointly and severally liable to the Organiser for the obligations arising from this contract.

## 5. Public Liability Insurance Fee

- A one-time flat charge of A\$220 (plus GST) will be levied on all exhibitors. This fee covers the exhibitor for public liability insurance for the period of the exhibition for up to A\$20 million.
- The fee of A\$220 (plus GST) will be waived for those exhibitors who provide a copy of an existing public liability insurance policy, which covers their organisation for the period 28 May - 4 June 2011 for up to A\$20 million.

## 6. Terms of payment

- For applications received on or before 1 December 2010, on the date the stand space is confirmed by the Organiser, a non-refundable deposit of 40% of the total stand space rental charges (including co-exhibitor fees, furniture and public liability insurance) plus 100% of fees for ICT Dinner and Exhibition Directory advertising will become due and payable within 30 days.
- In the event of default of payment by the stipulated date in a), the exhibitor's application shall be deemed to be cancelled and the Organiser shall reserve the right to claim all payment due from the defaulting exhibitor. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- The remaining balance of the stand space rental charges shall be paid by 1 January 2011. Full payment by this date is a prerequisite condition for the exhibitor's participation in the exhibition and the use of the stand space.
- In the event of default of payment by the stipulated date in c), the exhibitor's application shall be deemed to be cancelled and the Organiser shall reserve the right to claim all payment due from the defaulting exhibitor. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for

loss of profits or otherwise

- For applications received and/or confirmed after 1 December 2010, a non-refundable payment of 100% of the total stand space rental charges, (including co-exhibitor fees, furniture and public liability insurance) plus 100% of fees for ICT Dinner and Exhibition Directory advertising will become due and payable within 30 days upon confirmation of the stand space by the Organiser.
- In the event that applications are received and/or confirmed after 1 March 2011 (dependent on stand availability), a non-refundable payment of 100% of the total stand space rental charges (including co-exhibitor fees, furniture and public liability insurance) plus 100% of fees for ICT Dinner and Exhibition Directory advertising will become due and payable within 7 days upon confirmation of the stand space by the Organiser. All payments must be made in full before 6 May 2011
- In the event of default of payment by the stipulated date in e) or f), the exhibitor's application shall be deemed to be cancelled and the Organiser shall reserve the right to claim all payment due from the defaulting exhibitor.
- For other additional services, payments must be made in full in advance when placing orders for services.

## 7. Early Bird payment

- For applications received on or before 30 June 2010 an early bird discount of 15% off of Floor Space Only (A\$104.25 plus GST per square metre of stand space rented, either shell scheme or space only) shall be applied to the final balance payment.
- Should the payment of the non-refundable deposit not be made by 11 July 2010, the early bird discount shall be forfeited and the Organiser shall reserve the right to claim all payment (calculated without any early bird discount applying) due from the defaulting exhibitor. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- Should the payment of the remainder not be made by 1 January 2011, the early bird discount shall be forfeited and the Organiser shall reserve the right to claim all payment (calculated without any early bird discount applying) due from the defaulting exhibitor. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

## 8. Withdrawals

- By submitting the Application for Stand Space ("AFSS") the Exhibitor undertakes to pay the total stand space rental charges shown on the AFSS, including co-exhibitor fees, furniture, public liability insurance plus ICT Dinner bookings and Exhibition Directory advertising.
- If the exhibitor wishes to withdraw from, cancel, alter, or reduce in any way their booking in the exhibition they must give written notice to the Organiser to do so. If the Exhibitor wishes to alter or reduce their booking, the Organiser is not obliged to vary the charges shown on the AFSS. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- If the exhibitor withdraws on or before 30 November 2010, the Organiser remains entitled to 40% of the total stand space rental charges shown on the AFSS plus 100% of the ICT Dinner and Exhibition Directory advertising fees. If the Exhibitor has not yet paid, the Exhibitor is obligated to pay 40% of the total stand space rental charges shown on the AFSS plus 100% of the ICT Dinner and Exhibition Directory advertising fees to the Organiser within 7 days of giving notice of withdrawal. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
- If the Exhibitor withdraws on or after 1 December 2010, the Organiser remains entitled to 100% of the total stand space rental charges shown on the AFSS plus 100% of the ICT Dinner and Exhibition Directory advertising fees and no refund of payment(s) will be made. If the exhibitor has not paid the Exhibitor is obligated to make full payment to the Organiser within 7 days of giving notice of withdrawal. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

## 9. ICT Dinner and Exhibition Directory Advertising

- Payments made with this AFSS for the ICT Dinner and Exhibition Directory advertising are non-refundable.
- Should you require a copy of your advertisement before going to print, there will be a fee of A\$95 (plus GST) plus courier expenses.
- Advertisement material must be received by the Organiser prior to 31 March 2010. If material is not delivered by this date, the booking will be cancelled, and the Organiser will remain entitled to full payment.
- The Organiser is not liable for any commission payable for any advertising space booked by agencies acting on an Exhibitor or client's behalf.

e) Exhibitors must provide details of all guests for ICT Dinner table bookings to the Organiser by Friday 14 May 2010. If fewer than the total of ten names are provided, the Organiser reserves the right to seat additional people at the table.

## 10. Cancellation of Exhibition

Given serious cause, the Organiser is entitled to cancel the exhibition. In this case, the Organiser shall not be liable for any direct or indirect costs borne by the Exhibitor. In the event of any occurrence not foreseen in these 'Terms & Conditions for Participation', the decision of the Organiser shall be final.

## 11. Movement of exhibits

- The exhibitor shall bear the responsibility and expenses for the transport of exhibits to the exhibition venue
- The exhibitors shall make their own arrangements for the storage and warehousing of the exhibits, subject to the approval of the Organiser.
- The exhibitor shall submit a list of exhibits to the Organiser at least thirty days prior to the start of the exhibition.
- No exhibits or other goods will be permitted out of the exhibition venue before the conclusion of the exhibition. The exhibitor shall indemnify the Organiser against any loss or damages by reason of delay in moving exhibits or other goods, or of damage to the exhibition venue caused by moving exhibits or other goods.

## 12. Security & insurance

The Organiser, its directors, trustees, officers, employees, agents and representatives will not be responsible for the safety of articles of any kind brought into the exhibition by the exhibitors, their employees, agents or contractors, members of the public or any person whatsoever. Exhibitors shall effect and maintain at their own expense Public Liability Insurance covering legal liability in respect of:

- Damage to any real or personal property, including any damage to the exhibition venue or to any fitting, equipment or other property in the exhibition venue; and
- Injury to, or death of, any person arising out of or in connection with the exhibitor's participation in or attendance at the exhibition.

The exhibitor must also effect and maintain at their own expense insurance on their own property, and that of their employees, agents and contractors, against fire, theft, damage or loss, howsoever caused.

The period of insurance shall be from the time the exhibitor first enters the exhibition venue until all their exhibits have been properly removed to the satisfaction of the Organiser.

The exhibitor shall indemnify and hold the Organiser, its directors, trustees, officers, employees, agents and representatives harmless in respect of all costs, claims, liabilities, losses, demands, proceedings and expenses to which the Organiser, its directors, trustees, officers, employees, agents and representatives may in any way be subject (including but not limited to liabilities to members of the public, the staff of the local authorities, or staff of the Organiser or exhibitors' staff, agents or contractors) caused as a result of any act or omission of the exhibitor, or co-exhibitor, or any of their representatives, employees, agents, contractors or invitees. If the Organiser so demands the exhibitor shall provide proof to the Organiser that the exhibitor has adequate insurance coverage.

The Organiser shall not in any event be held responsible for any loss or damages whatsoever (including loss of profits suffered by the exhibitor) as a result of any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of the exhibitor's stand or for the failure of any service normally provided at the listed exhibition venue, for the cancellation or part-time opening of the exhibition either as a whole or in part, or for amendments or alterations to all or any of the 'Terms & Conditions for Participation' caused by any circumstance not within their control.

## 13. Security Responsibility

At all times, security of exhibits, stands and furniture is wholly the responsibility of the exhibitor. The Organiser, its directors, trustees, officers, employees, agents and representatives shall not be responsible for any losses, damages to property or injuries to persons incurred in the course of or in connection with the exhibition.

## 14. Damage to the exhibition venue

The exhibitor shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the exhibition venue or to any part or parts thereof or to any fittings, equipment or other property therein, and shall make good and pay for damages thereto (including accident damage and damage by fire) caused by act or omission of the exhibitor, or their co-exhibitors, or any of their employees agents, representatives, contractors or persons by reason of the use of the exhibition venue by the exhibitor.

## 15. Indemnity of the Organiser

Under no circumstances shall the Organiser be obliged to make good or accept any responsibility or liability however arising in respect of damage to or theft or,

loss of any property, goods, articles or things however placed, deposited, brought into or left at the exhibition venue either by the exhibitor for their use or purpose or by any other person, and the exhibitor must indemnify the Organiser, its employees, agents and offices in respect thereof.

## 16. Compliance with laws

Exhibitors shall comply with all the rules, regulations and laws currently imposed or laid down or prescribed in the future by the government, public authorities and owners or managers of the exhibition venue for all purposes concerned with the implementation of these Terms, of the regulations and stipulations laid down or prescribed in the future by the Organiser under these Terms, and of all other contracts relating to the exhibition, the exhibitor shall be deemed to be domiciled at the office of the Organiser in Australia. Without prejudice to the powers of the parties to enter into a general or limited arbitration agreement, all disputes arising from the exhibitor's participation, from the enforcement of these Terms, or from any other contracts relating to the exhibition, or by virtue of regulations or stipulations laid down or prescribed in the future by the Organiser, shall be governed and construed according to the laws of New South Wales and the exhibitor hereby submits to the non-exclusive jurisdiction of the courts of New South Wales.

Where a dispute shall arise concerning interpretation of these Terms, the English text of these 'Terms & Conditions for Participation' shall be deemed to be final.

## 17. Supplementary clauses

- The exhibitor agrees to abide by the terms and conditions of the CeBIT Australia 2011 Exhibitor Service Manual.
- Whenever necessary to ensure the smooth management of the exhibition, the Organiser shall have the right to issue supplementary regulations and instructions in addition to these 'Terms & Conditions for Participation'. All such additional written instructions form a part of the 'Terms & Conditions for Participation' and shall be binding on all exhibitors.
- The exhibitor understands that CeBIT Australia is a business event and all aspects of participation reflect this in terms of product distribution and appropriate attire for all personnel as per the Exhibitor Service Manual.

## 18. Infringement of 'Terms & Conditions for Participation'

The infringement of these 'Terms & Conditions for Participation' and any other further rules and regulations determined by the Organiser may, at the Organiser's discretion, result in the exclusion of the exhibitor from the Exhibition, and the exhibitor shall have no right to claim compensation or demand refund of any payments already made, or any loss or expenses, nor shall the exhibitor be released from their contractual obligation to pay.

## 19. Co-operative Web-Marketing Agreement

The exhibitor shall agree to proactively promote its participation in CeBIT Australia in a prominent location on its website. Such promotion shall at a minimum include the CeBIT Australia logo with embedded hyperlink to the main CeBIT Australia website. This agreement will commence 7 days after the completion of this exhibition stand contract and conclude on 26 May 2011. The Organiser will provide all content.

## 20. Wireless Communications

To manage the RF environment and minimise RF signal interference the Organiser reserves the right to prohibit most 2.4GHz and 5.8GHz wireless transmissions within the Darling Harbour Convention and Exhibition Centre. This rule applies for the duration of CeBIT Australia 2011 and applies to all wireless transmitters within 500m of Halls 2, 3, 4 and 5. Any exceptions will be solely at the discretion of the Organiser.

Exhibitors planning on operating wireless technology at CeBIT Australia 2011 that operates in either the 2.4 GHz or the 5.8 GHz spectrum (eg any IEEE 802.11a, IEEE 802.11b (Wi-Fi), IEEE 802.11g, or Bluetooth access points, 2.4 GHz Cordless Phones, and DECT phone systems) must notify the Organiser by completing the appropriate section in this application form. A separate form in the Exhibitor Service Manual will allow exhibitors to formally register their plans in more detail. Any unregistered RF equipment will not be allowed usage for the duration of CeBIT Australia 2011.

## 21. Privacy

Information collected by the Organiser from its exhibitors is used and stored in compliance with the relevant privacy requirements. This information is used only by the Organiser and its officially appointed contractors to organise the CeBIT Australia exhibition, and is not disclosed to any other third parties. The exhibitor service manual specifies, for each of the forms used to collect data, the names, addresses and roles of the officially appointed contractor to which the information will be forwarded, the purpose of providing the information, whether submission is compulsory or optional, and the cut-off dates by which the information must be provided and cannot be changed.