CeBIT Australia 2010

Mon 24 – Wed 26 May 2010
Sydney Convention & Exhibition Centre, Sydney, Australia

www.cebit.com.au

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.

EXHIBITOR DETAILS

Company Name: _____

Fascia/Exhibiting Name: _____

Street Address: _____

_____ City/Suburb: _____

State: _____ Postcode: _____ Country: _____

ABN: _____ Web: _____

Company Phone: _____ Managing Director: _____

CONTACT FOR EXHIBITION MATTERS

Name: _____

Position: _____

Street Address: _____

_____ City/Suburb: _____

State: _____ Postcode: _____ Country: _____

Telephone: _____ Fax: _____

Email: _____

RETURN APPLICATION FORM TO:

Hannover Fairs Australia Pty Ltd
80 Buckingham Street
Surry Hills NSW 2010

Telephone: + 61 2 9280 3400
Facsimile: + 61 2 9282 7592
Email: sales@hannoverfairs.com.au

_____
Initials of Exhibitor – Authorised Rep

CeBIT Australia 2010 Application for Stand Space

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

All rates are in Australian dollars and are exclusive of GST.
The Organiser reserves the right to alter the size of the stand slightly and also the open sides.

Preferred Stand no._____

Please choose either Option 1 or Option 2.

❑ **Option 1** Space Only (Minimum 18 m^2) Rate: A$655 / m^2 (plus GST)

Front width: _____ Depth: _____ Open sides: 1 ☐ 2 ☐ 3 ☐ 4 ☐

Total Area: _____ m^2 Cost: _____

❑ **Option 2** Shell Scheme (Minimum 9 m^2) Rate: A$725 / m^2 (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^2 Cost: _____

B. FURNITURE PACKAGE - Optional

❑ **Option 1 – Basic Package** Rate: A$565 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$725 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

Note: The A$200 fee for public liability insurance will be waived if a certificate of currency for a policy covering your organisation for A$20 million for the period of the exhibition is provided with this form.

Cost: A$200 per exhibitor (plus GST)

D. ADDITIONAL PUBLIC LIABILITY

For co-exhibitors and pavilion stands, a separate policy must be provided for each exhibitor, or of a fee of A$200 is applicable per exhibitor.

Additional No. required:___ Cost: _____

E. CO-EXHIBITOR & PAVILION FEE

Note: This fee is compulsory if there is more than one company exhibiting on your stand.

Rate: A$500 (plus GST) per co-exhibitor Cost: _____
For stands with more than one exhibitor

TOTAL COST: (A + B + C + D + E) Total Cost: _____(plus GST)

_____
Initials of Exhibitor – Authorised Rep

CeBIT Australia 2010 Application for Stand Space

CO-EXHIBITORS & PAVILION STANDS

This form is only applicable if you have other companies exhibiting on your stand. Please use copies of this form if you apply for more than one co-exhibitor, or for all exhibitors on pavilion stands. ***Each stand or pavilion stand will be charged a registration fee of A$500 (plus GST) per co-exhibitor****. This fee includes website and exhibition guide listing. Optional co-signage on stand for shell scheme only is to be actioned by the stand organiser (main exhibitor).*

We register the following company/companies as a ***co-exhibitor*** according to the 'Terms & Conditions for Participation'.

Company Name: _____

Address: _____

_____ City/Suburb: _____

State: _____ Postcode: _____ Country: _____

ABN: _____ Web: _____

Company Phone: _____ Managing Director: _____

Contact Person: _____

Position: _____

Telephone: _____ Fax: _____

Email: _____

- **Please note: co-exhibitor's documents and invoices will be sent directly to the main exhibitor/ pavilion organiser.**

DECLARATION BY THE CO-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

_____

Initials of Exhibitor – Authorised Rep

EXHIBIT CATEGORIES

(In order to help us place your company in the most appropriate category, please write down the most relevant category to your exhibit program plus tick 3 additional categories your exhibit program corresponds to. Use copies of this form for co-exhibitors or exhibitors on pavilion stands)

Please select up to 3 additional categories only

IT Equipment & Systems
- ❑ Mobile Computing
- ❑ IT Hardware, Office Printing & Imaging
- ❑ Reseller IT

Software and Services
- ❑ Linux and Open Source (Open CeBIT)
- ❑ e-Finance / e-Commerce
- ❑ e-Government
- ❑ Business Software
- ❑ IT Security
- ❑ IT Services
- ❑ Managed Services
- ❑ CRM / ERP
- ❑ e-Health
- ❑ Clean Tech

Online Technology
- ❑ Digital & Mobile Content / IPTV
- ❑ e-Marketing & SEO
- ❑ Web & Mobile Applications
- ❑ Online Video & Broadcast

Communications
- ❑ Telecommunications & Satellite
- ❑ VoIP & IP Comms
- ❑ Wireless & Networking
- ❑ Navigation, Location & GEO Apps
- ❑ Broadband
- ❑ Mobile Communications

Research and Development
- ❑ Future Parc

Supply Chain & Retail Technology
- ❑ Supply Chain, RFID & Smart Cards
- ❑ Retail Business & Point of Sale

Skills Alley
- ❑ Training
- ❑ Recruitment

Other
- ❑ Association
- ❑ Media
- ❑ Government
- ❑ Pavilion Organiser
- ❑ Supporting Organisation

_____

Main Category (Please print)

Hannover Fairs Australia will proactively promote themed areas of the exhibition as per the official CeBIT Australia 2010 Floor Plan. As an exhibitor it is vital for the success of your participation that your exhibit program corresponds to the category you are exhibiting in.

Exhibition Category Agreement

We, the exhibitor, agree to exhibit in the category as marked by us, the exhibitor.

_____

Name (Please print)

_____

Position

_____

Signature

_____

Date

_____

Initials of Exhibitor – Authorised Rep

Exhibition Directory Advertising Application Form

CeBIT Australia 2010 – Exhibition Directory Advertising Space
(page location will be assigned by the Organiser)

All rates are in Australian dollars and are exclusive of GST.

Please choose from Options 1 → 6.

- ❑ **OPTION 1** Full-page colour (210mm x 297mm)_____Cost: A$2,645 (plus GST)
- ❑ **OPTION 2** Half-page colour
  - ☐ Portrait (95mm x 277)_____
  - ☐ Landscape (190mm x 138mm)_____Cost: A$1,840 (plus GST)
- ❑ **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: _____

Special requests: _____

TERMS AND CONDITIONS (Exhibition Directory Only):

1. 100% of the total amount is payable within 30 days from invoice date and it is non-refundable. Bookings will be cancelled if payment is not received by the due date. The booking deadline is 28 February 2010. When ads are booked close to the deadline then the due date of the invoice will be the deadline.
2. Should you require a copy of your advertisement before going to print, there will be a fee of Au$95 (plus GST) plus courier expenses.
3. Advertisement material must be received by Hannover Fairs Australia prior to 31 March 2010. If material is not delivered by this date, the booking will be cancelled, and Hannover Fairs Australia will remain entitled to full payment.
4. Hannover Fairs Australia is not liable for any commission payable for any ad space booked by agencies acting on an exhibitor or client's behalf.
5. For cancellations of Exhibition Directory Advertising, refer to clauses 8(c) and 8(d) in the terms and conditions of participation of this agreement on page 9.
6. By signing below, the exhibitor agrees, when approved by the Organiser, to the above terms and conditions

X_____
Name (Please Print) Position

X_____ _____
Signature Date

CeBIT Australia ICT Celebration Dinner

Meet the Elite @ The ICT Industry 'Night of Nights'

Tuesday 25 May 2010
Ballroom, SCEC, Darling Harbour

$175.00 (plus GST) per person
$1,200 (plus GST) per corporate table of 8

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

Everyone is going to be there!

REGISTRATION DETAILS

FIRST NAME _____ SURNAME _____

POSITION _____ COMPANY _____

POSTAL ADDRESS _____

TEL _____ FAX_____

EMAIL _____

A. Total No. Individual Tickets required: _____ @ $175 ea (plus GST)

B. Total No. Tables (8 Tickets) required: _____ @ $1,200 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 1 MAY 2010

TERMS AND CONDITIONS (ICT Dinner Only):

1. 100% of the total amount is payable within 30 days from invoice date and it is non-refundable. Bookings will be cancelled if payment is not received by the due date. The booking deadline is Friday 14 May 2010. When seats or tables are booked close to the deadline then the due date of the invoice will be the deadline**.**
2. Exhibitors must provide details of all guests for table of ten 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.
3. By signing below, the exhibitor agrees to the above terms and conditions.
4. For cancellations of Dinner Tickets, refer to clauses 8(c) and 8(d) in the terms and conditions of participation of this agreement on page 9.

X _____ _____

Name (Please Print) Position

X _____ _____

Signature Date

_____
Initials of Exhibitor – Authorised Rep

CeBIT Australia 2010 Application for Stand Space

CONTACT FOR INVOICING

- ❑ As per Contact for Exhibition Matters

Name: _____

Position: _____

Street Address: _____

_____ City/Suburb: _____

State: _____ Postcode: _____ Country: _____

Telephone: _____ Fax: _____

Email: _____

PAYMENT OPTIONS:

- ❑ **Cheques made payable to:**
  Hannover Fairs Australia Pty Ltd

- ❑ **Bank Transfers to:**
  Hannover Fairs Australia Pty Ltd
  National Australia Bank
  343 Kingsway
  Caringbah NSW 2229
  BSB No: 082 184
  Account No: 48 507 6678

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

  Credit Card Number: __ __ __ __ / __ __ __ __ / __ __ __ __ / __ __ __ __

  Expiry Date: __ __ / __ __

  Name on Credit Card: _____

  Signature: _____ Date: _____

EXHIBITION CONTRACTORS:
Your details will be automatically forwarded to pre-selected Exhibition Contractors to assist you with your participation in CeBIT Australia. Should you not wish to be contacted please tick here:

- ❑ **No, I do not wish to be contacted by approved CeBIT Australia Contractors.**

_____
Initials of Exhibitor – Authorised Rep

CO-OPERATIVE WEB-MARKETING AGREEMENT

We, the exhibitor, agree to proactively promote our participation in CeBIT Australia on the home page or otherwise prominent location on our website, including the CeBIT Australia logo and hyperlink to the main CeBIT Australia website. This agreement will commence 7 days after the successful completion of this exhibition stand contract and conclude on 26 May 2010. Logo and content to be provided by HFA.

X _____ _____
Name (Please print) Position

X _____ _____
Signature Date

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 (eg. IEEE 802.11a, IEEE 802.11b (Wi-Fi), IEEE 802.11g, or Bluetooth access points, 2.4 GHz Cordless Phones, and DECT phone systems) within the Darling Harbour Convention and Exhibition Centre. Refer to clause 19 of the 'Terms & Conditions for Participation'.

Exhibitors planning on operating wireless technology at CeBIT Australia 2010 that operates in the above bands must submit details below.

Proposed Wireless Communications

_____

_____

_____

- ❑ We have read and hereby agree to clause 19 of the 'Terms & Conditions for Participation'.

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'.

X _____ _____
Name (Please print) **Position**

X_____ _____
Signature **Date**

_____
Initials of Exhibitor – Authorised Rep

1. Definitions
'Exhibition' shall mean the event, CeBIT Australia 2010, which will take place from 24 - 26 May 2010, 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 if the exhibition area in the category is oversubscribed. The Organiser is entitled to change the location of specific category areas (and hence the Exhibitor's stand) if some categories are under or oversubscribed. The Organiser is entitled to move the exhibitor into another category if the original category is discontinued due to under-subscription. 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. The application and confirmation of its receipt do not constitute approval of the exhibitor's proposed design.

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.

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$500 (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) A one-time flat charge of A$200 (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.
b) The fee of A$200 (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 21 May 2010 – 28 May 2010 for up to A$20 million.

6. Terms of payment
a) For applications received before 1 December 2009, 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.
b) 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.
c) The remaining balance of the stand space rental charges shall be paid by 1 January 2010. Full payment by this date is a prerequisite condition for the exhibitor's participation in the exhibition and the use of the stand space.
d) 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
e) For applications received and/or confirmed after 1 December 2009, 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.
f) In the event that applications are received and/or confirmed after 1 March 2010 (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 2010
g) In the event of default of payment by the stipulated date in e), 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.
h) For other additional services, payments must be made in full in advance when placing orders for services.

7. Early Bird payment
a) For applications received before 30 June 2009 an early bird discount of 15% off of Floor Space Only (A$98.25 plus GST per square metre of stand space rented, either shell scheme or space only) shall be applied to the final balance payment.
b) Should the payment of the non-refundable deposit not be made by 11 July 2009, 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.
c) Should the payment of the remainder not be made by 1 January 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.

8. Withdrawals
a) 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.
b) 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.
c) If the exhibitor withdraws on or before 30 November 2009, 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.
d) If the Exhibitor withdraws on or after 1 December 2009, 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.

Authorised representative of Exhibitor _____ Exhibitor company name _____ (Date) _____

9. 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.

10. Movement of exhibits

a) The exhibitor shall bear the responsibility and expenses for the transport of exhibits to the exhibition venue
b) The exhibitors shall make their own arrangements for the storage and warehousing of the exhibits, subject to the approval of the Organiser.
c) The exhibitor shall submit a list of exhibits to the Organiser at least thirty days prior to the start of the exhibition.
d) 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.

11. 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 whosoever. Exhibitors shall effect and maintain at their own expense Public Liability Insurance covering legal liability in respect of:

a) 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
b) 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Supplementary clauses

a) The exhibitor agrees to abide by the terms and conditions of the CeBIT Australia 2010 Exhibitor Service Manual.
b) 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.
c) 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.

17. 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.

18. Co-operative Web-Marketing Agreement

The exhibitor shall agree to proactively promote its participation in CeBIT Australia on the home page or otherwise prominent location (as advised and agreed to by the Organiser) 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 successful completion of this exhibition stand contract and conclude on 26 May 2010. The Organiser will provide all content.

19. 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 2010 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 2010 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 2010.

20. 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.

Authorised representative of Exhibitor _____ Exhibitor company name _____ (Date) _____