

Fieldays® 2024 Exhibiting Terms and Conditions

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DEFINITIONS

1.0 Definitions

- 1.1 The following meanings will be given to these words in the below Exhibiting Terms and Conditions:
- a) **Brand Guidelines** are a set of rules for the colours, photography and graphic elements, logo specs, fonts, and messaging that comprise the Fieldays brand;
 - b) **Exhibitor Guidelines** means the separate document containing the additional terms and conditions specific to each of the Fieldays Precincts;
 - c) **Exhibitor Portal** refers to an online portal facilitating exhibitor Site applications and containing essential information for exhibitors;
 - d) **Fieldays** means the Fieldays event
 - e) **Fieldays® Trade Marks** is the legal term for what is commonly known as a brand. It is any word, phrase, symbol or design (or any combination of these) that identifies the Fieldays® event and distinguishes it from other events;
 - f) **Food Vendor** refers to an exhibitor that is selling food and/or beverages to patrons at the event in one of the designated Food Courts or Bar & Eatery;
 - g) **Main Exhibitor** refers to an exhibitor who has been allocated and invoiced for the site in the first instance;
 - h) **MCEC Event Grounds** refer to the full Mystery Creek Events Centre site including the carparks;
 - i) **Precinct** refers to a specific area of the Precinct Event Grounds as determined by the Society;
 - j) **Premium Reserve** is an invitation-based site allocation process that entitles the exhibitor to first choice on their previous year's site(s) subject to availability, or priority

allocation of alternative sites if required. Premium Reserve exhibitors are subject to additional Premium Reserve Terms and Conditions;

- k) **Site** refers to a specific area of the MCEC Event Grounds that is allocated to you as an exhibitor, including, in relation to a Sublet Exhibitor, the site allocated in the first instance to the Main Exhibitor.
- l) **Society** refers to the New Zealand National Fieldays Society Inc.;
- m) **Sublet Exhibitor** refers to a separate exhibitor sharing a Site with the Main Exhibitor;
- n) **You and Your** means the person or entity that is the exhibitor at the Fieldays event.

SITE APPLICATIONS

2.0 Site Applications

- 2.1 All site applications must be completed in full online in the [Fieldays 2024 Exhibitor Portal](#).
- 2.2 Verbal, tentative and/or pencil bookings will not be accepted under any circumstance.
- 2.3 There is no guarantee a Site will be allocated to you, or that you will be offered one of the Sites listed as your preferred Site(s).
- 2.4 The Society reserves the right to accept or decline any application that it believes does not support the purpose of the Fieldays event to advance agriculture for the benefit of New Zealand through collaborative leadership in innovation, education and globalisation.
- 2.5 Notwithstanding clause 2.4, the Society may accept or decline any application for any reason in its sole discretion.

3.0 Sublet Application

- 3.1 In the event that a company operates as a separate legal entity, irrespective of its status as a parent, subsidiary or sister organisation, it shall be obligated to apply as a Sublet Exhibitor.
- 3.2 If you wish to have a presence on the site of another exhibitor, you must complete the 'Sublet Application Form' in the [Fieldays 2024 Exhibitor Portal](#).
- 3.3 No sublet application will be approved without the permission of the Main Exhibitor.
- 3.4 Any financial arrangements between the Sublet Exhibitor and Main Exhibitor are to be arranged between those two parties without the involvement of the Society.
- 3.5 Alcohol Exhibitors within The Pantry as well as Food Vendors, are not eligible to sublet.
- 3.6 The Society reserves the right to accept or decline any sublet application in accordance with clauses 2.4 and 2.5 above.

3.7 Standard sublets:

- a) are for Exhibitors who wish to have a presence on the site of an existing Main Exhibitor.
- b) must meet the Exhibiting criteria for the Precinct they are applying to sublet in, as outlined in the [Fieldays 2024 Exhibitor Guidelines](#).
- c) will be provided with one standard 10 amp power connection (if application completed by 17 May 2024), one starter Exhibitor Listing (if application completed by 17 May 2024), and access to eight 1-day Exhibitor Staff Tickets via an electronic Ticketing Portal.
- d) must pay a fee of \$750 + GST.

3.8 Registered Charity Sublets:

- a) are for Registered charities who wish to have a presence on the site of an existing Main Exhibitor.
- b) must have a pre-existing affiliation with the Main Exhibitor.
- c) must ensure that any intended fundraising activities are approved in writing by the Society prior to acceptance, and that they:
 - i are secondary to the main purpose of exhibition; and
 - ii remain within the bounds of the allocated site at all times during event hours.
- d) must pay a fee of \$255 + GST.
- e) will be provided with one starter Exhibitor Listing (if application completed by 17 May 2024).

PAYMENTS

4.0 Payment Terms

- 4.1 Full payment for all invoices raised before 30 April 2024 must be paid by the 20th of the following month. This excludes Premium Reserve fees, that have their own terms as stated in the Fieldays 2024 Premium Reserve Terms & Conditions.
- 4.2 Full payment for all invoices raised from 1 May 2024 must be made within 7 days of invoice.
- 4.3 Payment options for all exhibiting related expenses are direct credit, EFTPOS or credit card.
- 4.4 A 3% fee applies to Visa and MasterCard payments.

- 4.5 International payments must include sufficient funds (typically \$NZ25-\$NZ50) to cover the amount invoiced plus any bank transaction charges after conversion into New Zealand currency. It is your responsibility to liaise with your banking provider to determine the amount of these fees prior to making payment.

5.0 Site Fees

- 5.1 Once a Site has been allocated, an invoice for Site fees will be raised, and sent electronically. To secure the Site(s), your payment is required in full by the due date, unless alternative arrangements have been previously agreed and confirmed in writing by the Society.
- 5.2 A Compliance fee of \$120 + GST per Site will be charged along with Site fees. Premium Reserve Exhibitors, Sublet Exhibitors and Innovation Awards Entrants exhibiting within the Innovation Hub are excluded from this fee.

6.0 Overdue Accounts

- 6.1 Unpaid Site fees may result in allocated Sites being forfeited without refund at the sole discretion of the Society.
- 6.2 For all sublet fees, unpaid invoices will result in cancellation of the Sublet Exhibitor.
- 6.3 Late payment of any invoices may impact Premium Reserve criteria qualification, and/or your eligibility for future events in the Society's sole discretion.
- 6.4 Invoices still unpaid from previous Society events or following the event may be referred for debt collection at your expense and will preclude you from Site allocation until rectified.

CANCELLATION

7.0 Cancellation of Contract

- 7.1 If you cancel your Site booking;
- a) the Society will refund 80% of fees invoiced if you provide a written cancellation notice before 5pm 20 March 2024;
 - b) the Society will refund 20% of fees invoiced if you provide a written cancellation notice on or after 5pm 20 March 2024, but before 5pm 20 April 2024;
 - c) no refunds will be issued for cancellations received on or after 5pm, 20 April 2024;
 - d) the Society will deduct any international transfer fees (typically \$NZ25-\$NZ50) from refunds requested to be issued to international bank accounts, or by international fund transfer;

- e) no refund will be issued unless a written cancellation notice has been received by the Society; and proof of bank account provided, such as a bank deposit slip.
- 7.2 The Society has the right to cancel the contract and retain any monies paid in relation to the contract if you:
- a) breach any of these exhibiting conditions; and/or
 - b) do not occupy your allocated Site space by the deadline stated in the Exhibitor Handbook; and/or
 - c) have outstanding payments owed to the Society for any other Society owned event; and/or
 - d) act in any way or allow anything to be done by your agents and/or employees or others including acts or omissions prior to or during the event that is deemed by the Society to be detrimental to the Society or Fieldays.

7.3 In all instances of site cancellation:

- a) the Society reserves the right to re-allocate the cancelled Site;
- b) all Exhibitor Tickets and Vehicle Passes for the event will be voided automatically due to health and safety, as well as security purposes;
- c) account credits are not available as an alternate to a refund; and
- d) for avoidance of doubt, fees includes, but is not limited to, site fees, sublet fees, compliance fees, advertising, power, water, marketing, cleaning and/or damage to a neighbouring Site.

8.0 Cancellation/Postponement of Fieldays

- 8.1 If the Society determines that it is necessary to cancel or postpone Fieldays, it may do so at its sole discretion and notify you in any of the following ways:
- a) in writing to your recently recorded email address as identified in your exhibitor profile or such other last known email address held by the Society; or
 - b) via appropriate social media platforms; or
 - c) by media press release.
- 8.2 The Society will not be liable to you for any refund and/or compensation whatsoever as a result of the cancellation or postponement of Fieldays. This is an essential condition of the Society accepting your application. However, the Society, where it deems it appropriate at its sole discretion, may refund Site fees up to a maximum of 80% and/or offer New Zealand National Fieldays Society Account Credits up to 100%.

EXHIBITS

9.0 Exhibiting at Fieldays

- 9.1 The conditions in this 'Exhibits' section apply to all Exhibitor Precincts.
- 9.2 In addition to these conditions, the Precinct specific conditions contained in the [Fieldays 2024 Exhibitor Guidelines](#) apply to any application for and use of a Site.
- 9.3 You are responsible for reading and familiarising yourself with the [Fieldays 2024 Exhibitor Guidelines](#) and the conditions specific to the Precinct, Hub, or area in which your site is or may be located.
- 9.4 Meeting the criteria for a Site does not guarantee Site allocation. The Society reserves the right to allocate Sites to the exhibitors it deems most appropriate.
- 9.5 Whether you are a Main Exhibitor or Sublet Exhibitor, you must meet any specific Precinct criteria to be considered for allocation on the Sites(s) you have applied for and any other conditions as notified by the Society from time to time.
- 9.6 All items exhibited must be in an as new condition. The offering for sale of second-hand equipment (including tractors and other vehicles) is not permitted within any area of the event.
- 9.7 The sale and promotion of firearms and/or ammunition is prohibited on all Sites.
- 9.8 With regard to the sale or display of potential weapons other than firearms or ammunition:
 - a) these must be kept in secure display units and may be removed from the secure display for individual inspection by customers, provided they are supervised by a staff member whilst outside the display;
 - b) these must be for display purposes only, and not to be taken off the site; and
 - c) once sold, delivery or off-site collection must be arranged between the Exhibitor and visitor.
- 9.9 Exhibitors may only exhibit in one location within the event, except:
 - a) additional sites within the Innovation Awards Marquee;
 - b) when the additional exhibit clearly represents a different owned brand and/or product range, with a different trading name listed;
 - c) Main Exhibitors may apply to hubs@fieldays.co.nz to have a second presence as a sublet in the Fieldays Opportunity Grows Here Careers Hub, Fieldays Sustainability Hub, Fieldays Digital Futures, or Fieldays Forestry Hub as well as their main site. Approval is at the discretion of the Society.

- 9.10 The Society reserves the right to require you to immediately remove any particular product or service (whether in whole or in part) from Fieldays where the Society believes in its absolute discretion that:
- a) an authorised New Zealand importer and/or an authorised New Zealand distributor has made a substantiated claim to the Society that you do not have the authority to deal with the particular product or service in trade; and/or
 - b) the product or service is, or could be unsafe, inappropriate to the theme of the event, or detrimental to the Society's or Fieldays reputation.
- 9.11 The Society reserves the right to require you to immediately remove any particular product or service (whether in whole or in part) from Fieldays where the Society is satisfied in its absolute discretion that the product or service is not sufficiently related to the Precinct, hub or area in which you exhibit. For the avoidance of doubt, you will not be entitled to any refund or compensation from the Society if a product or service is required to be removed.
- 9.12 The Society reserves the right to require you to immediately remove any particular product or service (whether in whole or in part) from Fieldays where it is deemed necessary by law, at the direct request of the New Zealand Police or other regulatory agencies. For the avoidance of doubt, you will not be entitled to any refund or compensation from the Society if a product or service is required to be removed.
- 9.13 You must adequately staff your Site and keep your Site in a clean and tidy condition for the duration of Fieldays. Failure to do so may jeopardise your future site allocation, and eligibility for Premium Reserve.
- 9.14 Exhibitors must ensure a minimum of 50% of the Site is open to the general public i.e. private hosting and entertaining areas must not exceed 50% of the Site footprint.

10.0 Food Vendor and Food Court sites

- 10.1 'Food Vendors' refers to any food or beverage vendor that is allocated a Site and excludes those privately arranged by a non-food vendor Site for the purpose of providing complementary food or beverages to their visitors and/or customers.
- 10.2 No food or beverages are to be sold outside of the advertised event hours unless approved in writing in advance by the Society.
- 10.3 If you are preparing and/or serving food and/or beverages, you must comply with all food and hygiene legislation, regulation and industry-best practice. This includes, but is not limited to, the Food Safety Act 2014.
- 10.4 All certificates required by legislation or regulation must always be displayed while operating.

- 10.5 All grey water waste must be disposed of using the grey water tanks provided by the Society. If you are caught disposing of grey water in any other location or method, your food service may be closed for the remainder of Fielddays and/or you may be precluded from future events owned by the Society.
- 10.6 The Society may appoint a quality assurance (QA) team to visit your Site(s) and anonymously order/sample food/beverages to check for quality. In the event your food or service quality is found to be inadequate (at the sole discretion of the QA team), the QA team will have the authority to request an immediate improvement and/or close your food/beverage service for the remainder of Fielddays. If the service is closed, then all fees paid by you will be forfeited and no compensation will be payable.
- 10.7 The Society is not liable for compensation should the Food Vendor have excess stock, or if the Food Vendor is not satisfied with the patronage to their Site during the Fielddays Event.

11.0 Subletting or sharing your site

- 11.1 You must not share, assign, on-sell, or part with the possession of the whole or any part of your Site, other than in accordance with this clause and clause 3.
- 11.2 If you invite another person or entity to display or demonstrate goods and/or services on your Site, you must ensure that person or entity concerned applies to sublet the Site(s) in accordance with clause 3. If they fail to do so, you, as the Main Exhibitor, will be liable to pay a retrospective sublet fee of \$1,000 + GST.
- 11.3 You may share no more than 49% of your total Site space with one or more Sublet Exhibitor.
- 11.4 Sublet Exhibitors must meet any exhibiting criteria for the area/precinct the Main Exhibitor's Site is in and any other conditions notified by the Society from time to time.
- 11.5 You may not display or demonstrate on your Site the name or products of any person or entity which is not an exhibitor or has not paid the sublet fee.
- 11.6 Equipment which is not represented by the manufacturer or a distributor on another Site may not be demonstrated or allowed onto your Site.

12.0 Food and Beverage service on non-Food Vendor Sites

- 12.1 If you are not allocated a specific Food Vendor Site, you must not charge visitors for any food or beverages you provide.
- 12.2 If you are preparing and/or serving food and/or beverages, you must comply with all food and hygiene legislation, regulation and industry-best practice including (without limitation) in [The Food Act 2014](#).

- 12.3 If you employ a company to provide food or beverage services, they may not advertise that business anywhere on your Site unless prior written consent is given by the Society, such consent being sought no later than 10 working days prior to Fieldays.
- 12.4 Private hosting and entertaining areas must not exceed 50% of your Site footprint.
- 12.5 The Society may appoint a quality assurance (QA) team who may visit your Site and anonymously order/sample food and/or beverages to check for quality. In the event the food or service quality is found to be inadequate (at the sole discretion of the QA team), the QA team will have the authority to request an immediate improvement and/or close the food and/or beverage service for the remainder of Fieldays and no compensation will be payable.

13.0 Alcohol

- 13.1 Mystery Creek Events Centre is a licensed venue and the Society and all Exhibitors are required to comply with the Sale & Supply of Alcohol Act 2012, as well as the alcohol licensing requirements of the Waikato Regional Council and the Waipa District Council.
- 13.2 No exception will be given if you apply for an alcohol licence after the deadline date. This date is based on Council deadlines and is not negotiable.
- 13.3 If your products include alcoholic beverages, you may only exhibit in 'The Pantry' and must apply to and be authorised by the Society to sell alcohol within the specified deadline period. You must then apply to Waipa District Council for the appropriate alcohol licence and provide the Society with the issued licence prior to the commencement of the event. Failure to do so will result in the cessation of alcohol sales with no compensation.
- 13.4 If your products do not include alcohol, you are prohibited from selling or providing alcohol at Fieldays.
- 13.5 No alcohol is to be brought into the Fieldays event under any circumstance before, during or after the event.
- 13.6 No alcohol is to be consumed on your Sites at any time before, during or after the event, unless otherwise authorised in writing by the Society in advance.

14.0 Tickets

- 14.1 You will be provided with an allocation of exhibitor tickets, determined by Site size, location and number of Sites. If you have more than one Site, you will receive a ticket allocation for each of those Sites.
- a) Standard Sublet Exhibitors and Innovation Award Entrants are provided with a set number of exhibitor tickets, regardless of site size.

- b) Registered Charity Sublets do not receive an allocation of exhibitor tickets and must access these through the Main Exhibitor.
- 14.2 Exhibitor tickets are issued expressly for use by your staff only. The sale, gifting or distribution of an exhibitor ticket to non-staff without the prior written authorisation from the Society may result in the ticket being cancelled without compensation and/or the ticket holder being refused admission or being ejected from Fieldays.
- 14.3 The Society or its representative reserves the right to cancel issued tickets and/or vehicle passes without compensation if they are used in breach of any Exhibiting Terms and Conditions.
- 14.4 Upon cancellation of Site by either party, all Exhibitor Tickets will be voided automatically for health and safety, as well as security purposes.

15.0 Vehicle Passes

- 15.1 Vehicle Passes are required for any vehicle needing to enter and/or exit the Site on Fieldays event days.
- 15.2 Vehicle Passes are not required during the pack-in and pack-out periods, or for vehicles parked within the Exhibitors Site as part of the display or stock management, provided:
 - a) they do not move at all during the entire Fieldays event period;
 - b) the vehicle is in its final position within the Exhibitors Site by 7pm Tuesday 11 June 2024; and
 - c) it does not move at all until 4:30pm on Saturday 15 June 2024.
- 15.4 Occupants of any vehicle entering the Site must show a valid exhibitor ticket.
- 15.5 Vehicle Passes must show the correct company and contact information and be hung on the rear-view mirror of the vehicle prior to approaching the gate.
- 15.6 All Vehicle Passes are scanned at the gate upon entry and exit. A Vehicle Pass that has been scanned in, but then not scanned out, will be denied access if it is attempted to be used to re-enter the site.
- 15.7 There are different classes of Vehicle Passes, each with their own criteria as well as defined access times and permissions.
- 15.8 All Vehicle Passes have their terms of use outlined on the back of the pass, it is the responsibility of the user to read and understand these terms before arriving.
- 15.9 Anyone found to be non-compliant with the terms of their issued Vehicle Pass:
 - a) will have their Vehicle Pass revoked for the remainder of the event;

- b) may be towed at the expense;
 - c) will be ineligible for the Pre-release Booking System; and
 - d) may be excluded from future Society owned events.
- 15.10 Any addition or variation of the issued Vehicle Pass's terms of use must be approved in writing by the Society prior to the commencement of the event.

16.0 Insurance and Security

- 16.1 While the Society arranges security to generally monitor the MCEC Event Grounds from the date pack in starts, to the final pack out date, the Society will not be liable to you for any loss or damage to your property while it is on the MCEC Event Grounds.
- 16.2 If you wish to engage additional security for your Site, you must use the Society's security provider and comply with all terms of engagement with the security provider (including but not limited to payment). For the security of the overall event, all other security companies will be denied gate access.
- 16.3 You are encouraged to arrange your own insurance cover for your property, including but not limited to contents, plant, machinery, stock, monies, motor vehicles, and mobile plant and equipment.
- 16.4 You are also encouraged to arrange adequate General (Public) Liability insurance. The amount and level of cover is to be determined by you. The Society will not be responsible or liable for any loss, expense, claim or demand (including negligence) on your behalf. Furthermore, the Society or its insurers may seek recovery from you if they believe any loss and/or damage to Society property is a result of your actions or omissions (including negligence).

17.0 Nuisance

- 17.1 The use of amplifiers or loudspeakers by you is at the sole discretion of the Society. Approval will only be considered when the amplifiers or loudspeakers are being used for demonstration purposes. All requests for consent must be received at least 10 working days prior to the commencement of Fielddays and the Society reserves the right to decline a request in its sole discretion.
- 17.2 Noisy machines and/or activities generating noise which disturb neighbouring Sites are generally prohibited, however you may operate one machine, or partake in one activity, provided:
- a) only one machine or activity may be demonstrated on your Site/s at any given time;
 - b) it is for brief periods only; and

- c) demonstrations/activities must comply with safe noise limits in accordance with current legislation regulation and any other restrictions specified by the Society from time to time.

17.3 Displays, bright light, actions or activities which disturb neighbouring Sites are generally prohibited, and may result in you being asked to cease or remove the portion of your exhibit causing a nuisance.

17.4 In the event of a nuisance complaint, the Society at its sole discretion, may prohibit or limit times the machinery and/or activity, actions or display may operate.

18.0 Transmitting Devices

18.1 You must notify the Society of any transmitting device (excluding cellular phones) that the exhibitor intends to use prior to, during and after Fielddays. All requests for consent must be received at least 10 working days prior to Fielddays.

18.2 The Society reserves the right to limit or prohibit the use of any transmitting device used by you, irrespective of radio apparatus for exhibitor or frequency approval.

19.0 Site Preparation and Damage Prevention

19.1 The delivery of equipment and construction of displays, including merchandising of stock, must be completed by the deadline published in the Exhibitor Handbook or otherwise advised by the Society from time to time.

19.2 You must comply with local body bylaws and requirements and Acts of parliament (including but not limited to the Health and Safety at Work Act 2015) which govern the erection of structures, the display and/or sale of machinery, vehicles and/or your other products or goods and aviation safety regulations.

19.3 In relation to the use any roadways within the MCEC Event Grounds during setup and pack down:

- a) the storing of equipment, supplies and/or stock on any roadway is prohibited; and
- b) vehicles may temporarily park out the front of your allocated Site, provided they do not obstruct the roadway or prevent access for other vehicles to pass safely.

19.4 To prevent damaging the land/grass, driving, parking and/or storing materials on another exhibitor's Site during set up without that exhibitor's authorisation is not permitted. In the event you, or any of your staff or contractors are found to have driven, parked, or stored materials on another exhibitor's Site, you will be liable for all damages and reinstatement of the impacted Site to its original condition. The Society will arrange the required ground cover to the Society's satisfaction and invoice you directly. Payment terms as described in clause 4.4 will apply.

20.0 Site Break Down

- 20.1 You must ensure the removal and safety/security of all merchandise, rubbish, exhibit materials, Site construction and landscaping material including nails, screws and cable ties after Fieldays closure.
- 20.2 You must vacate and remove all components of your exhibits as outlined in clause 21.1 from the MCEC Event Grounds by the deadline dates published in the Exhibitor Handbook or as otherwise notified by the Society from time to time.
- 20.3 You must take all steps to ensure your Site is returned to its original condition following the closure of Fieldays, within the timeframes stated in the Exhibitor Handbook or as otherwise notified by the Society from time to time. Requirements for satisfactory reinstatement of Sites are published in the Exhibitor Handbook.
- 20.4 Any of your items that remain on the MCEC Event Grounds at the end of the stated timeframes after the closing of Fieldays will be liable for any legal costs incurred by the Society, plus a site rental of **\$100 + GST per day** until the items are removed from MCEC Event Grounds.
- 20.5 In addition to the above, if any of your property remains on the MCEC Event Grounds after the end of the stated timeframes, the Society may remove that property at your risk and on-charge or recover any costs incurred to you.

21.0 Early Break Down

- 21.1 If you do not exhibit for the full period of Fieldays the Society has the right to decline or not accept (without prejudice to any other right) future applications from you. If you are a Premium Reserve exhibitor and fail to exhibit for the full period of Fieldays you also may not receive Premium Reserve status for the following Fieldays[®] event.
- 21.2 For the purposes of clause 21.1, an “early breakdown” includes when:
- a) your Site is unmanned before the official close of Fieldays;
 - b) your products and/or displays are substantially removed from the Site, or are packaged and unable to be viewed or purchased by exhibit attendees;
 - c) you have made a substantial effort to dismantle or remove products, displays or promotional material; or
 - d) you have ceased trading before the official close of Fieldays.

HEALTH AND SAFETY

22.0 Health and Safety

- 22.1 You must comply with the Health and Safety at Work Act 2015 and are responsible for your own health and safety and the health and safety of others who may be impacted by your activities on the MCEC Event Grounds, including but not limited to, your employees, agents, customers and the general public.
- 22.2 Prior to commencing set up onsite, you, your staff and any of your contractors must complete a Site induction to familiarise yourselves with the hazards and Site health and safety policies and procedures.
- 22.3 You must submit a list of identified hazards posed by your Site set up, operation and breakdown, along with controls to eliminate or minimise the hazards.
- 22.4 Display Safety:
- a) If any of your displays allow members of the public to move or examine items, you must ensure items cannot cause injury and if moved can be put back in the same safe position.
 - b) Any displays that may create a hazard must be minimised to prevent access or harm due to noise, dust, sparks or debris by a solid physical barrier. The barrier should be positioned at such distance from the activity to further reduce and/or eliminate risk to the public.
 - c) You must ensure that no part of your display, including but not limited to, equipment, signage and storage facilities, extends outside of your allocated Site boundary. Items external to Site boundaries may be removed by the Society if they are deemed by the Society to be hazardous.
- 22.5 Fire Precautions:
- a) You must have at least one fire extinguisher readily available on your Site, which must be at a minimum 2kg, and a dry powder extinguisher.
 - b) On outdoor Sites, the walls of any structures, marquees and tents must be a minimum of half a metre (0.5m) from all Site boundaries and must meet the requirements of Waipa District Council's building control guidelines, NZ Building Code and Regulations and any restrictions specified by the Society from time to time.
- 22.6 Air Space and Aerial Vehicles:
- a) The flying of balloons and blimps must conform with the Society's published restrictions and within CAA guidelines. You must obtain the prior consent of the Society in writing no later than 10 working days prior to Fielddays if you wish to fly any balloons or blimps.
 - b) The flying of drones and unmanned aerial vehicles (UAVs) by you and/or your contractors is strictly prohibited.

22.7 Power and Water:

- a) You must adhere to the rules regarding power and water as laid out in the Health and Safety section of the current Fieldays Exhibitor Handbook.
- b) All damage caused by you, your staff or your contractors must be repaired at the direction of the Society at your expense.
- c) If any works done or authorised by you renders your Site incapable of occupation, the Society is not obliged to offer you an alternate Site and no refund or compensation is payable if you are unable or restricted from exhibiting.
- d) If any of your equipment trips the circuit breaker (through fault or overloading to be determined in the Society's sole discretion) any fees, costs and/or loss incurred by the Society in remedying the trip will be charged to you and such equipment may be prohibited from use on-site for the remainder of Fieldays.
 - i. The Society will not be liable to you for any loss, including loss of revenue, due to the removal of unsafe or over-loaded equipment.
 - ii. You are required to assess your power usage and order additional power at your own expense if required by the Society prior to the deadline published in the Exhibitor Handbook.
 - iii. Late orders for additional power and/or silenced generators will incur an additional fee and is subject to availability.
 - iv. Use of independently sourced silenced generators is permissible provided that fumes and noise level does not create a nuisance in the sole discretion of the Society and such generators comply with the requirements of this clause 22.
- e) The Society will not be liable to you for any costs or losses arising from loss of power supply or equipment failures.

22.8 Animals:

- a) If you have any animals on your Site you must comply with the [Fieldays Animal Welfare Guidelines](#) to ensure all livestock are treated in accordance with good animal welfare practices including adequate shelter, feed and water as required, provision of a rest area and limited time on display. The Animal Welfare Guidelines are available to view in the [Fieldays 2024 Exhibitor Portal](#).
- b) Livestock must be in a healthy condition and verifiable for TB status upon request. Cattle and deer must be registered with NAIT and their movements recorded to and from the MCEC Event Grounds.

- c) With the exception of guide dogs for the vision impaired, service dogs for medical or disability requirements and working dogs involved in official demonstrations, no dogs are permitted on your Site.

22.9 Vehicles and Transport:

- a) All vehicle movement within the Site on Fieldays event days must comply with Clause 15 inclusive.
- b) Vehicles must adhere to the 15km speed limit at all times once on the MCEC Event Grounds.
- c) Vehicles and other modes of transport, including but not limited to, golf carts, Segways, and bicycles, are prohibited from being operated anywhere in the Site without prior written authorisation of the Society.
 - i) Wheelchairs and mobility scooters for use by disabled persons are exempt.
- d) Any vehicles parked in the Limited Access Vehicle (LAV) carpark without the required access pass or prior permission from the Society in writing may be towed at the owner's expense.
- e) Any vehicle found parked within the Site that is either not on an Exhibitor's Site (including but not limited to roadways, pedestrian areas, cable lanes), or on an Exhibitor's Site without authorisation may be towed at the owner's expense.

MARKETING

23.0 Exhibitor Promotion and Activities

23.1 The Society encourages promotions and activities on your Site, provided all of the following conditions are strictly adhered to:

- a) All promotions/activities, including promotional staff, must remain within your allocated Site boundaries and are not to encroach or impose on neighbouring Sites, roadways or pedestrian areas;
- b) Promotional staff/contractors are not permitted to engage in marketing activities i.e. giving away items/distributing marketing collateral outside of the boundaries of your Site; and
- c) Onsite promotions using products should preferably be agricultural or horticultural related. Non-agricultural or horticultural related promotional tools may be used, provided they are:
 - i. not sold or raffled and do not promote or display the seller or manufacturer of the non-agricultural product;
 - ii. not the major portion of the display or exhibit;

- iii. part of a bona fide marketing/promotional link to your own products or services on display at the Site; and
 - iv. otherwise permitted in the Society's sole discretion.
- 23.2 You may promote and take orders from your Site. Unless otherwise provided under these Exhibiting Terms and Conditions, the selling and uplifting of goods sold from your Site is allowed, provided that you replenish stock so as not to deplete your Site.
- 23.3 You must not conduct any raffle, competition, game, petition or sell by auction, unless approved in writing by the Society no later than 10 working days prior to the event.
- 23.4 Fundraising for charities directly supported by you is permitted within the boundaries of your Site upon approval in writing by the Society no later than 10 working days prior to the event.
- 23.5 The dropping of advertising leaflets or other similar material either on your Site or from aircraft or an unmanned aerial vehicle over the MCEC Event Grounds is prohibited.
- 23.6 Activities including product and/or service demonstrations held on your Site must be conducted in a safe manner and in accordance with all health and safety requirements and any other conditions advised by the Society from time to time.

24.0 Advertising Exclusion Zone

- 24.1 Except within your designated Site boundary, you must not erect, install or distribute any form of marketing, including but not limited to, promotional signage, displays of products, promotional staff, samples, or by any electronic means, anywhere within MCEC Event Grounds, including within 5kms radius of the MCEC Event Grounds. This clause applies from 1 April – 30 June of any given year. You are encouraged to utilise the Fieldays official marketing channels, including but not limited to, Fieldays programme advertising, Fieldays Focus newspaper advertising and Fieldays website/mobile app advertising.

25.0 Fieldays Brand and Map

- 25.1 The Society is the owner of a number of registered and unregistered trade marks for and associated with the Fieldays event. You are permitted to use the Fieldays Trade Marks to promote your attendance at Fieldays, provided you comply with all requirements of the Society as advised from time to time, and in doing so encourage visitors to Fieldays. Details of the Fieldays Trade Marks and the rules on using those trade marks are in the Fieldays brand guidelines, a copy of which will be provided upon completion of the Brand Guidelines form in the [Fieldays 2024 Exhibitor Portal](#).
- 25.2 Your use of all Fieldays Trade Marks must comply with the Brand Guidelines.

- 25.3 You may only use the Fieldays Trade Marks to promote your attendance at Fieldays after your Site booking has been confirmed and for a maximum period of three calendar months from 1 April - 30 June of any given year, unless the Society has otherwise provided consent in writing.
- 25.4 Only if you are an exhibitor can you use the Fieldays Trade Marks to promote your attendance at the Fieldays event. If you are part of a larger organisation (for example, you are a franchisee or an authorised dealer) the larger organisation is not authorised to use the Fieldays Trade Marks without the Society's prior written consent.
- 25.5 The Society is the owner of copyright rights in the Fieldays map image. Reproduction of the Fieldays map image in part or entirety without the prior written authorisation of the Society is prohibited. Such authorisation is at the Society's sole discretion.
- 25.6 Without limiting any of its other rights, the Society reserves its right to terminate any site allocation and your attendance at Fieldays for non-compliance with the Fieldays Brand Guidelines or any of the above terms.

26.0 Exhibitor Listings

- 26.1 A complimentary exhibitor listing will be supplied to you provided that:
- a) full Site fee payment has been received prior to the programme listing deadline; and
 - b) you have supplied your details for publication by completing and submitting the programme listing form by the publication deadline advised in the Exhibitor Handbook.
- 26.2 The Society may edit supplied listings to conform to Brand Guidelines, grammatical rules, publication tone and style.
- 26.3 The Society will endeavour to provide full and accurate listings from the details provided, however no compensation will be made for omitted or incorrect listings.

27.0 Photographic Rights and Media Coverage

- 27.1 Photography (still and video) taken by representatives of the Society or accredited media during Fieldays will remain the property of the Society and may be used for promotional purposes. Any images purchased or commissioned by the Society will remain the property of the Society.

28.0 Use of Exhibitor Contact and Address Information

- 28.1 By completing a Site Application or Sublet Application form you agree and acknowledge that:

- a) your details will be made available to the media for use in compiling the Fieldays newspaper supplements, for programme preparation and for the Society to otherwise use in promotional/educational material about Fieldays; and
- b) your details will be made available to the Society's supplier of essential Site build materials.

BRAND GUIDELINES

29.0 Terms of Use

- 29.1 The Society agrees to grant the exhibitor ("Licensee") use of the Fieldays name and Fieldays logo (together, the "Fieldays Trade Marks") on the following terms:
- a) All rights of the Fieldays Trade Marks, are vested in and shall remain in the control of the Society.
 - b) The Society grants the Licensee a non-exclusive, non-transferable, royalty-free license to use the Fieldays Trade Marks for the period commencing 1st April 2024 and ending 30th June 2024.
 - c) The Licensee agrees to use the Fieldays Trade Marks always in accordance with the relevant sections of the Exhibiting Conditions.
 - d) The Licensee agrees to use the Fieldays logo in accordance with the provided Fieldays Brand Guidelines.
 - e) The Society reserves the right, on demand and in its absolute discretion, to direct the Licensee to cease the use of the Fieldays Trade Marks.
 - f) The Licensee agrees to comply with any such direction that the Society may give in relation to the use of the Fieldays name and/or Fieldays logo.
 - g) The Licensee agrees not to transfer or make available the Fieldays name or logo to any third party, or to use the Fieldays Trade Marks, or any trade marks of the Society, for any other purpose without obtaining the prior written consent of the Society, which consent may be withheld at the absolute discretion of the Society.
 - h) Save for any amendments required to the size, the Licensee agrees not to change, modify or adapt the Fieldays Trade Marks.
 - i) Nothing in these terms shall be construed as constituting a partnership between the parties or as constituting either party as the agent, affiliate, associate or subsidiary company of the other party for any purpose whatsoever. The parties agree that the Society has no financial interest in the Licensee and that the Society provides no guarantee, endorsement or otherwise as to the goods or services for the Licensee that are being provided.

MISCELLANEOUS

30.0 Force Majeure

30.1 Without limiting any other provision of these Exhibitor Terms, the Society will not be liable to you for any matter arising from an act of God, nature, war or government, any civil disturbance, or any labour disruption (a “force majeure event”).

31.0 Amendments

31.1 The Society reserves the right to amend any part or parts of these Exhibiting Terms and Conditions at any time to the fullest extent permitted by law.

32.0 Responsibility

32.1 Notwithstanding particular matters of compliance set out in these Exhibiting Conditions it is your sole responsibility to ensure that your use of the Site is in accordance with all relevant statutes, regulations, general law and relevant industry practices.

33.0 Severance

33.1 If any provision of these Exhibiting Terms and Conditions are found to be illegal, invalid or unenforceable, that provision shall be read down to the extent necessary and reasonable in all circumstances to give it a valid operation. If it cannot be so read down, that provision will be void and severable and the remaining provisions will not in any way be affected or impaired.

34.0 Dispute

34.1 In the event you wish to raise a dispute with the Society in relation to these Exhibiting Terms and Conditions, you will in the first instance refer the dispute to the Chief Executive Officer of the Society. You must provide full written details of the dispute and co-operatively enter into discussions with the Society and try to resolve the dispute.

34.2 If any dispute is not resolved in accordance with clause 33.1 above, you must first seek a resolution through the use of mediation or other informal method of resolution before pursuing resolution through the Courts.

35.0 Governing Law

35.1 These Exhibiting Conditions are subject to New Zealand law and are subject to the non-exclusive jurisdiction of New Zealand Courts.

36.0 Non-circumvent

36.1 You must not circumvent or attempt to circumvent the provisions and/or intent of these Exhibiting Terms and Conditions.

37.0 Privacy Act

37.1 As an exhibitor you agree to abide with all requirements of the Privacy Act 2020
<https://www.legislation.govt.nz/act/public/2020/0031/latest/LMS23223.html>

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