

Fieldays® Pre-Release Booking Terms and Conditions

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1.0 Definitions

1.1 The following meanings will be given to these words in the below Exhibiting Terms and Conditions:

- a) **Exhibitor Guidelines** means the separate document containing the additional terms and conditions specific to each of the Fieldays Precincts.
- b) **Exhibitor Portal** refers to an online portal facilitating exhibitor Site applications and containing essential information for exhibitors.
- c) **Fieldays** means the Fieldays event.
- d) **Food Vendor** refers to an exhibitor that is selling ready to eat food and/or beverages to patrons at the event in one of the designated Food Courts or Bar & Eatery.
- e) **General Applications** refers to the public application process for Fieldays sites.
- f) **Main Exhibitor** refers to an exhibitor who has been allocated and invoiced for the site in the first instance.
- g) **Precinct** refers to a specific area of the Precinct Event Grounds as determined by the Society.
- h) **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.
- i) **Sublet Exhibitor** refers to a separate exhibitor sharing a Site with the Main Exhibitor.
- j) **You and Your** means the person or entity that is the exhibitor at the Fieldays event.

2.0 Overview

- 2.1 The Pre-Release booking system allows Main Exhibitors who held a Site at the previous Fieldays event within Agribusiness Indoor, Agribusiness Outdoor, Motor Vehicle Precinct, Heavy Equipment Precinct or Rural Living Outdoor the opportunity to re-book their Site(s) prior to General Applications for the event going live.
- 2.2 The Pre-Release booking system is renewable on an annual basis, and is subject to terms, conditions, and criteria.
- 2.3 The Society reserves the right to relocate a Pre-Release booked site when required to accommodate a New Zealand National Fieldays Society Inc. or Fieldays Partner and/or Sponsor.
- 2.4 All Pre-Release Booking applications must be completed in full online in the relevant years Exhibitor Portal by the deadline date stated on the Fieldays website. Verbal, tentative and/or pencil bookings will not be accepted under any circumstance.
- 2.5 Applications for the Pre-Release Booking System are assessed each year on a case-by-case basis. The Society reserves the right to offer, revoke, and/or refuse the Pre-Release site booking at its sole discretion.
- 2.6 The Society will respond to all Exhibitors regarding their application outcome by the end of the application review period.
- 2.7 Accepted Exhibitors must complete their formal site acceptance within the relevant years Exhibitor Portal no later than 5pm 1 October (the year preceding the event).
- 2.8 The Pre-Release Booking System is not available to customers who exhibited within the Fieldays Hauora Taiwhenua Health & Wellbeing Hub, Rural Living Indoor (marquee), The Pantry or Food Vendors sites. Sublet Exhibitors and Innovation Award entrants are also ineligible

3.0 Criteria for the Pre-Release Booking System

3.1 To be eligible for acceptance exhibitors must:

- a) have been the Main Exhibitor in one of the eligible Precincts at the previous Fieldays event.
- b) be wanting to retain some or all of the Site(s) held at the previous Fieldays event or be interested in expanding their current location (not looking to relocate their Site(s)).
- c) have a good payment history, with no outstanding fees.
- d) have a good compliance history e.g., no unsanctioned sublets, compliance with the alcohol management policy, vehicle movement rules and pack-out deadlines.
- e) have a product offering and planned site design that meets the Exhibitor Guidelines specified for that precinct.

4.0 Pre-Release Booking System Payment Terms

4.1 There is a \$450 + GST booking fee **per site** for Pre-Release Booking sites.

4.2 The Pre-Release booking fee is non-refundable, except for:

- a) If the Society requires the Exhibitor to relocate their Site due to the positioning of a Partner and/or Sponsor, or Fieldays strategic initiative, a full refund of the Pre-Release booking fee will be offered.
- b) If the Exhibitor declines their formal Pre-Release site offer prior to the date specified in their Site offer email, a full refund of the Pre-Release booking fee will be offered. If the exhibitor does not decline in writing before this date, they will not be entitled to a refund.
- c) If the Society determines that it is necessary to cancel Fieldays, the benefits of the Pre-Release system will be transferred to the following event.

4.3 All Pre-Release booking fees must be paid in full by 20 September (the year preceding the event).

- a) Those not paid by the deadline will be automatically declined and the Exhibitor will need to re-apply when General Applications open.

4.4 The booking fee is waived for Fieldays Partners and Sponsors at the discretion of the Society.

4.5 All site fees will be invoiced the first week of December (the year preceding the event) and will be due in full by 20 January (the year of the event).

5.0 Forfeiture for Non-Payment

5.1 If the exhibitor fails to pay invoices in full for the Pre-Release Booking fee(s) and/or the site fee(s) by the respective due dates, then the exhibiting right and renewal option for the site(s) is forfeited and the site(s) may become available for allocation to and/or reservation by another exhibitor.

6.0 Society's Reservation of Rights

6.1 The Society reserves its full rights, without notice and at its sole discretion, to:

- a) offer, revoke, and/or refuse Pre-Release Booking System approval;
- b) accept or decline any application;
- c) waive, extend, and/or redefine the availability of and application for the Pre-Release Booking System;
- d) change, amend and/or alter the exhibiting conditions and prospectus;
- e) change, amend, and/or alter the terms and conditions;
- f) alter or remove sites for reasons including but not limited to:
 - i) changes to the size and/or layout of the exhibition area; or
 - ii) redevelopment of any area(s).

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