

Terms & Conditions

THE GIFT FRENZY TERMS & CONDITIONS

Welcome to Gift Frenzy.

Gift Frenzy offers consumers the very best in gifts and homewares, lifestyle products along with food and drink options to create a full day outing.

The Website is operated by Australian Gift & Homewares Association (ABN 49 061 196 290) (**'Organiser'**) and these terms and conditions (**'Terms'**) govern your use of our Website and your access to our services (**'Organiser Services'**) as a participant (**'Participant'**).

Please read the Terms set out below carefully because these Terms create an agreement between Organiser and Participant.

The Organiser may update these Terms from time to time. When the Organiser updates the Terms, it will use reasonable endeavours to provide you with notices of updates. Any changes to these Terms will be effective from the date published on the Website.

An additional detailed information guide (**'Stallholder Manual'**) will be emailed to all Participants at least two weeks before the applicable Event date.

Thank you for supporting Gift Frenzy.

1. DEFINITIONS

"Cancellation Fee" refers to the scaled amount paid or to be paid to the Organiser by the stallholder, in the Event of stallholders requesting to not participate, after Participant has made payment (s) for a stall at the Market.

"Event or Market" refers to Gift Frenzy at the specified locations and dates.

"Gift Frenzy" means the Event by that name owned and conducted by the organiser which promotes gifts and homewares and lifestyle products sold by the organiser's members together with food and drink options, at specified locations and dates during the year.

"Law" includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced.

"Organiser Services" means the services provided by the Organiser to Participates

"Participation/Participants" means that you have completed an application and been approved to operate a stall at an Event and have agreed to abide by the rules and expectations set out in these Terms and Conditions.

"Participant Application" means the Stall Holder Application Form to be completed via the website.

"Participant Data" means the information provided by the Participant as part of the Participant Application including, but not limited to, the Participant's name, address, phone number, valid email address and financial details if applicable, and such other information as set out on the Participant Application

"Stall" or "Stalls" means the space and structures allocated to you by the Organiser to carry out the sale of goods or services for the duration of the Event.

“Stallholder” refers to a person(s), or business(es) and organisation(s) that have applied for and been accepted as a Participant at the Event in accordance with these Terms and Conditions and includes your staff, contractors or other representatives that work at your Stall and interact with the public. **“Stallholder Manual / Information Guide”** refers to a document of additional stallholder instructions, rules, expectations, procedures and key contact details which are supplied by the Organiser to the Participant prior to the Event to assist the Participant to efficiently and professionally operate a Stall at the Event.

“We/us/our” or “Organiser” refers to Australian Gift & Homewares Association (ABN 49 061 196 290) trading as Gift Frenzy.

“You/your” refers to you personally and your business/company, and includes any staff, contractors or other representatives that work at your Stall and interact with the public.

“Venue” means the physical location in which Gift Frenzy takes place at and within the specified timeframe.

“Website” means the website operated by Australian Gift & Homewares Association (ABN 49 061 196 290) - www.GiftFrenzy.com.au

2. YOUR APPLICATION

To be considered as a Stallholder for the Event and to obtain access to the Organiser Services all candidates must first complete Participant Application during the allocated Participant Application period.

By completing a Participant Application, you will be given notice and the opportunity to read and agree to our Terms and Conditions as a condition of joining as a Stallholder.

You warrant that any information you give to the Organiser in the course of completing the Participant Application will always be accurate, correct and up to date. If your details change, the Participant must promptly contact the Organiser to update their Participant Data.

As part of the Participant Application, the Participant must provide current, complete and accurate identification, and other information required during the application and registration process. This will ensure that we have your most current information for the Participant Data. It will also allow us to assess your Participant Application in relation to our curation policy of managing quotas on the number of Stallholders accepted in each of the categories listed below.

The Organiser reserves the right to refuse your application if you do not meet our criteria and deny anyone registration as a Stallholder at any time in the Organiser's absolute discretion, without providing reasons.

All applicants are notified of the outcome of their Participant Application within one-month of the Participant Application closing date.

By visiting, registering for, or using the Website, Participant agrees that the Organiser may send direct communications including short message service (SMS) to the email addresses and devices that Participant makes available to access the Organiser Services.

Due to the sheer number of Participant Applications, feedback on a Participant Application is in the sole discretion of the Organiser.

3. TRADING HOURS

The Event will operate over two days and your Participation in the Event means that you agree that your Stall will be open and operated by you for the entire duration of the Event trading hours.

Bump in and out times will be clearly outlined for participating Stallholders via the Stallholder Manual / Information Guide.

4. STALLS COSTS & INCLUSIONS

The fees cover the licence fee for the Stall space for two days and gives Participant access to the buying public for a period of twelve (12) trading hours. Stallholder fees also include the featuring of Participants in a structured marketing campaign which is designed to cultivate public interest in the Event. The costs of Stalls for the Event are as follows (prices are INCLUSIVE of GST):

Note Carefully:

¹No marquees or cooking are permitted **inside** the Event venue (so if you need to prepare food before it is served, you must be outside).

²Outdoor food stallholders must provide their own 3x3 marquee + weights and accept that they will be trading in all weather (unless extreme weather event).

³If power needs are greater than 1x 10amp stallholders will need to make their own power arrangements and meet a safety inspection. See the application form for options.

⁴Corner upgrades guarantees a corner position that allow stallholders to trade from at least one side, as well as the front.

5. TERMS OF PAYMENT

Payment and deposits

If your Participant Application is accepted, you will be sent an acceptance email ('**Organiser Pending Acceptance**') and an invoice. Payment of a deposit of at least 50% of the invoice must be paid and received by the Organiser within seven (7) days of the date of the Organiser Pending Acceptance to ensure that your Stall is confirmed. The 50% deposit is non-refundable. When the full payment is received, the Organiser will send the Participant a confirmation email ('**Organiser Confirmation**').

The full payment of Stall participating fees, comprising the balance of the invoice outstanding, must be paid to the Organiser in cleared funds at least eight (8) weeks prior to the date of the Event ('**Due Date**') Stall spots are not guaranteed unless full payment is received by the Due Date. Late payment from you will not be accepted (or otherwise will be refunded). You accept that timely payment for invoices is not pursued by the Organiser. If we do not hear from you within a week of the Organiser Pending Acceptance being sent, your Stall offer will be rescinded without notification.

If a stallholder has an outstanding credit from a cancelled market, this will be used towards the 50% deposit. If the stallholder cancels their participation after the 7 day deposit deadline, the credit will be forfeited.

If you are experiencing financial difficulties, please know you can feel comfortable discussing your Participation fees with us and we will work with you towards a payment plan solution. In these circumstances, please do respond to your offer email.

Cancellations – if the Stallholder decides to cancel their Stall/Participation

If a Stallholder wishes to cancel their Participation once any payment has been made, Stallholder must request this from the Organiser in writing. All requests to cancel received more than six (6) weeks prior to the Event's bump-in date will incur a 50% Cancellation Fee which is applied to cover marketing and administration costs. If the request to cancel the Stall is received less than six (6) weeks prior to the bump-in date and no later than the

4-weeks prior to the bump-in date, a 75% Cancellation Fee will be applied. If the request to cancel the Stall is received within three weeks of the bump-in date, a 100% Cancellation Fee will be applied.

6. REFUND POLICY

Except as required by law, any fee paid by Participant is final and non-refundable.

Your purchase of our Services cannot be cancelled or refunds made after payment is processed or if you have buyer's remorse. You will be entitled to a refund where required by law.

We will facilitate a refund if we are unable provide the Organiser Services or if the delivery of our Organiser Services is defective or if the Organiser determines, in our absolute discretion, it is reasonable to do so.

Refunds are made in our discretion subject to any obligations that cannot be excluded by law.

7. SALES EXPECTATIONS

The Event has gained a strong reputation for delivering a healthy return on investment for Stallholders. The Stallholders participate in the event at their own risk. The Organisers do not guarantee individual Stallholders any certainty of sales. In the event of low sales, we are not obligated to refund any portion of Stallholders Participation fees, nor are we liable in any way for a Participant's poor sales performance or losses incurred.

8. PROPERTY RIGHTS

Non-transferable Stalls

Stallholders are not permitted to on-sell or give away their Stall to anyone else. If you are unable to attend the Event, you must give notice by email to the Organiser and make arrangements to discuss your options as set out in these Terms and Conditions. If someone shows up in your place without our authorisation, they will be refused entry to the Event. .

Sharing Stalls

Sharing Stalls is not permitted, under any circumstances, at the Event and this extends to creative enterprises, groups or collectives. The only exception is for creative duos subject to the Organiser's approval..

Alteration of Event Floor Plan and Location of Stalls

The Organiser reserves the right in its sole discretion to amend or vary the Event floor plan including the location of stalls at any time prior to the event without notifying Stallholders.

Organiser cancellation of Stalls

The Organiser reserves the right in our sole discretion to rescind the Participation of Stallholders at any time leading up to or during the Event if these Terms and Conditions are breached or if certain rules or expectations are infringed. These include but are not limited to:

- products sold at the Event that are not locally made;
- selling products that infringe the trademarks or copyright of others;
- disrespectful or unacceptable behavior to fellow Stallholders, the public, Organiser or staff;
- non-compliance with fair trading laws or any other Laws;
- no legal entry to the Event

It is the responsibility of the Participant (at its cost) to ensure that its employees and contractors comply with all Laws, hold all necessary permits or certifications as required by local city council authority, abide by all

reasonable directions, requirements or conditions imposed from time to time by the Organiser, and comply with all applicable occupational, health and safety regulations.

The Participant at its cost must comply with all relevant legislation, regulations and standards relating to the storage of dangerous goods and the connection and use of electrical equipment at the site location of the Stall in the Event including any fire authority guidelines as to fire safety.

The Australia New Zealand Food Standards Code (the '**Code**') sets legal requirements for the labelling, composition, safety, handling, and primary production and processing of food in Australia. When the Participant sells or samples food it must comply with the Participant's obligations under the relevant State and local legislation and regulations and the Code (e.g. including but not limited to allergies and providing a detailed list of ingredients relating to food products or on the Participant's menu setting out ingredients used) and any compositional and labelling requirements.

In the event of the Organiser determining the cancellation of a Stall based on a breach of the Terms and Conditions, Stallholders will incur a 100% Cancellation Fee.

Marketing and Publicity

Upon applying for a Stall at the Event, you agree that the images used to support your application can be legally used by us to promote your attendance at the Event. We may ask you to supply a high-resolution version of images. You must ensure that you own the copyright in these images or have permission to use them from the copyright owner before supplying them to us. You agree that you will be legally responsible for the breach of the intellectual property rights of any third parties and you indemnify us at all times against any losses, damages, costs or expenses and other liabilities (including legal fees) incurred by us, awarded against us or caused by or resulting through your infringement of intellectual property rights.

9. STALLHOLDER INFORMATION & EXPECTATIONS

Marketing assistance

Stallholders agree that they will participate in social media promotion of the Event. This includes sharing, commenting, acknowledging and amplifying the messages and images/flyers generated by the Organiser in the course of promoting the Event, on their own social media channels.

Stallholder information guide

A manual outlining the logistics and expectations for participating in the Event will be emailed to all Stallholders no later than a fortnight prior to the Event. This will be accompanied with information on their allocated bump-in times and other key information. We expect Stallholders to read this prior to the Event as it is designed to cover key facets of operating a Stall efficiently and successfully.

Bump in/ Bump out

Bump in commences the day prior to the Event and we require all Stallholders to arrive on this day at their allocated time slot. We will email you details of the bump in/bump out as part of the Stallholder manual at least two weeks prior to the Event. You are expected to abide by the rules further set out in the Stallholder Manual / Information Guide.

If you miss your bump-in time, please email the Event manager to advise the situation and your expected arrival.

Bump out will occur on the final day of trade at the Event and require all Stallholders to pack up and vacate the venue in a timely and safe manner.

Stall Set-up and infrastructure

You need to supply your own necessary equipment, such as tablecloths, carry bags for customers, along with a float of change for the Event days. If you require trestle table or chair hire, the Organiser will assist Stallholders with an equipment hire company to deliver and collect for a fee.

Accepting payments

Stallholders can accept payments from customers via cash or card at the Event. Stallholders must ensure all payment method technology is adequately charged, and that you have either a portable power block or bought power from us to keep them charged. We cannot provide you access to our credit card or EFTPOS facilities as we will be using them to operate the Event.

Pricing and presentation

The Organisers have put enormous effort into attracting buyers to the Event and they expect Stallholders to put lots of effort into their Stall presentation so it is inviting to those customers.

It is recommended that you price your items as people can feel uncomfortable asking 'how much is this?' on multiple items.

If the Event Organisers deem any Stall furnishings as safe or not a good fit with aesthetically, they may be asked to modify their set up. If you wish to seek clarity, please email us beforehand.

Respect for space

Stallholders must respect the boundaries of their Stall space and not interfere with other Stallholders' space or the Organiser's areas.

Product Safety

Stallholders must ensure that their Handmade products meet all required health and safety standards for their industry. Any permit that a Stallholder requires is their own responsibility.

Attending your Stall

Stallholders must attend both trading days for the entire duration of the trading hours (10am-4pm, both days).

Stallholders must be in attendance at least 30 minutes prior to the opening of trade on the Sunday (as their Stall will already be set up). Stallholders must agree to trade for the entirety of trading hours, being 12 in aggregate.

Early departures will not be permitted to exit – you cannot leave prior to 4pm. This includes food Stallholders. If you have sold out of stock, you simply put a sold-out sign on your Stall and if you don't want to stay there, you can move away and return to pack up at 4pm.

The Organisers will not be held liable for loss, theft or damage to your stock on the day. You are responsible for staffing and supervising your stand at all times. Ideally, you should have more than one support person with you. If you experience theft, you should report this to the Organisers.

Rubbish & Recycling

Stallholders acknowledge and agree that the waste bins provided by us at the Event are predominantly for the disposal of waste and rubbish by the general public. We expect you operate under a fair use policy where bigger and bulkier waste will be taken away by you and not disposed of at the Event.

Stallholders who leave rubbish behind will not be able to have a Stall again at future Gift Frenzy events. A post-Event fee will apply for those who leave bulky rubbish at the Venue.

Once Stallholders have bumped out, their Stall area must be left in the same condition as you found it when you bumped in. The Organisers reserves the right to charge a fee for the removal of any rubbish or other waste left by the Stallholders.

Lanyards

All Stallholders will be allocated a limited number of lanyards to signal your status as a Participant to the security team and Event staff. You are expected and required to wear a lanyard throughout the Event.

Parking

There is parking around the Venue but please acknowledge any parking restrictions. Parking is at your own risk and any fines incurred are your own responsibility. Detailed parking information will be supplied to participating Stallholders via the Stallholder information guide.

Amplified media

Under no circumstances must Stallholders play amplified music or other audio at the Event.

10. FOOD STALLS

All food stalls must fully comply with food, health and safety standards and all Laws relevant to the city in which the Event is taking place.

If you are a food seller and your application is accepted, if you are trading in Melbourne, you will need to submit a Statement of Trade via Streatrader and email proof of your approval to the Organiser as soon as you are able. Food stalls will need to have their own product liability insurance (as well as public liability).

11. ACCESS TO AND USE OF ELECTRICITY

If you require access to electricity, please state your specific requirements on the application form.

Each Venue is different and has different limits on usage, so we cannot guarantee access to electricity for everyone, but will do our best to accommodate all requests.

The outside of the venue has limited 10amp power. If you are outside we can only provide ONE (1x) 10 amp power.

Fair use

If you are using appliances that draw more than 10 amps (e.g. 15-20 amps) or stacking too many 10 amp appliances, this will risk overloading the circuit. In this case you MUST BYO power. Petrol generators are not permitted. We suggest an electrical generator or gas. Gas generators are not permitted inside the Event venue.

Please be upfront and speak to us in the leadup to the event if you have complicated power needs. We can work together to solve things, and avoid any unnecessary stress on the day of the event.

We strongly encourage you to have your equipment tagged and tested prior to the Event. If there is sufficient demand, we will arrange for an electrician to be onsite who will tag and test, but we cannot guarantee availability due to the conditions and demands they may face at the Event. The electrician is an independent contractor and the transaction will be between them and the Stallholder.

Stallholders must provide their own power lead to connect to the venue's power. No leads, double adapters or power boards are allowed unless they have been tagged and tested.

It is imperative that you understand the power requirements of your equipment, so as to avoid faults and power failures during the Event.. The Organiser will not be responsible for any faults or failures to the Stallholder equipment.

12. COVID SAFETY

If we accept Participant Application, the Participant (and its employees, contractors and representatives) will act with best practice standards in relation to the safety of the attendees and other participants at the Event. Participant will comply with all lawful and reasonable directions of the Organiser in relation to Covid health and safety requirements at the Event.

The Organiser cannot guarantee that the Participants, volunteers, partners, or any others in attendance at the Event will not become infected with COVID-19, its variants, or any other infectious disease. Your participation at the Event is voluntary, and you knowingly accept all risks, including health risks, sickness and injury, related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of another party. The Organiser strongly recommends the Stallholders are up to date with all recommended COVID-19 vaccinations.

The Organiser and its affiliates, directors, officers, employees or agents will not be liable for any death, injury or claim arising from COVID-19, its variants, or any other infectious disease.

All Events will operate with a Covid-Safe Plan in place and we've deliberately chosen new locations with large venues with lots of space. Participant accepts that the Event may be rescheduled or cancelled due to COVID-19. You may be entitled to compensation under the Australian Consumer Law but this will depend on the specific circumstances. You will receive a refund or other remedy (in our discretion except as otherwise required by law) such as a credit note or voucher. You may not be entitled to any refunds if the Event is cancelled due to government restrictions.

13. FORCE MAJEURE

The Event is an indoor and outdoor Event. There might be unforeseen hazards that arise, including, but not limited to, Venue fires that require evacuation, public health orders or advice around hazards such as the covid pandemic.

Notwithstanding any other provision of these Terms, the Organiser need not act if it is impossible to act due to an Event of Force Majeure, meaning any cause beyond our control (including war, riot, pandemic, natural disaster or law taking effect after the date of these Terms). Participant agrees that the Organiser has no responsibility or liability for any loss or expense suffered or incurred by Participant because of the Organiser not acting for so long as the Event of Force Majeure continues.

In this Clause, an 'Event of Force Majeure' means an Event beyond the control of the Organiser which prevents us from complying with any of its obligations under these terms. Upon the Event of force majeure's completion, we will provide a rescheduled Event to minimise the effects caused by the Event of force majeure.

In the lead up to the Event we will:

1. Refer to the relevant State and Federal health orders regarding the state of the pandemic and other health considerations. Should there be a reasonable assumption that cancellation of the Event is in the best interests of public health, the Organisers will do so.
2. Refer to the Bureau of Meteorology (BOM) for forecast information. Should the weather conditions on the day of the Event make it unsafe to conduct the activity we will make a call on if it is necessary to cancel the Event. This threshold might be reached in the Event of excessive storms, or heat exceeding over 40°C.

Participating Stallholders accept that the Event may need to be postponed/rescheduled in the event that it is not safe to proceed on the scheduled weekend due to the Covid-19 pandemic. Stallholder will automatically be included in the lineup for the rescheduled date in the same city. If a stallholder can not attend the rescheduled date, then a credit will be held for any future market event held by the Organiser.

In the unforeseen and rare event of us cancelling the Event and not being in a position to reschedule, the organiser will hold the full amount as credits for a future Event but depending on the circumstances, an administration fee may need to be applied.

The Organiser is not liable to the Stallholder for any losses or additional expenses incurred resulting from the Event being cancelled, rescheduled or suspended.

14. WEATHER

Outdoor Stallholders acknowledge that they must prepare for varying weather conditions, and agree to bring their own covers and equipment to protect against adverse weather conditions.

Outdoor Stallholders acknowledge and agree that the Organisers are not responsible for any loss or damage experienced by the Stallholder, resulting from any weather conditions.

15. DISPUTE RESOLUTION

Between customers and Stallholders

In the Event of a customer complaint relating to a Stallholder, the Organiser may contact the Stallholder as an introduction to the resolution of the customer complaint, but we will not be involved in additional or ongoing disputes arising from this initial complaint.

Between Stallholders

If there is a dispute between Stallholders in relation to any issue, the Organisers will organise an introductory resolution meeting. It will be at our discretion whether we continue in the process or leave the resolution to the disputing parties.

16. LIABILITY AND INSURANCE, AND LOSSES

To the extent permitted by law, Stallholders agree that the Event Organisers will not be responsible for any liability whatsoever, including damages to or losses of goods or property, vehicle, personal injury and death, due to or connected to the Event.

Each Stallholder agrees to indemnify the Organiser against all claims for damages or injury to the property or person of any persons in respect of any claim by any such person arising out of negligence on the part of the Stallholder or their agents or servants.

Warranties and Representations of Stallholders

The Organisers permit the Stallholder to attend the Event in reliance on the following warranties and representations are made by the Stallholder:

That the Stallholder is the legal and beneficial owner of the products (approved to sell by the Organiser) with full power and capacity to sell the approved products to a third party without any encumbrance.

That the Stallholder is not in reliance on any representations or statements made by the Organiser that are not expressly contained in these Terms and Conditions.

That the Stallholder will follow any directions and instructions made by the Organiser on Event days days allocated for bump in and bump out prior to or after the Event. That the Stallholder is responsible for obtaining all relevant permits and permits required to operate the Stallholder's business and that all products sold complies with all relevant safety and compliance standards and retails laws currently in force.

That the Stallholder will not bring into the Event any hazardous materials or substances or any illegal material or substance.

The Stallholder will comply with all of the terms contained in these Terms and Conditions and will comply with any changes to the Event Terms and Conditions, or any relevant local government and other statutory laws and regulations.

That the Stallholder's Stall area will be set up and will be maintained in compliance with any WorkSafe (or Safework in NSW) codes of practice.

Without limiting the generality of these terms, the Stallholder acknowledges and agrees that the Organiser is not liable for any claim or loss suffered or incurred by the Stallholder in relation to or in connection with:

- Any damage of approved products, equipment or goods under the control of the Stallholder or any other property of the Stallholder at any time including when the Event is not trading.
- Any failure by the Stallholder to sell the approved products; any journey from or to the market, anything occurring off the Event site, including anything that occurs at the Event; or damage or injury to any property or person.

To the full extent permissible by law, the Organiser is not liable for any indirect, punitive, incidental, special, consequential damages including without limitation any claims, losses, liability, loss of data, loss of profits, revenue, business or goodwill arising out of or in any way connected with the provision of or failure to provide any products or services under these Terms and Conditions.

Except as provided in these Terms and Conditions, the Organiser excludes all representations and warranties relating to the subject matter of these Terms and Conditions, the Website and the supply of the Organiser Services.

Organiser's Services are provided "as is" and specific results cannot be guaranteed. It is the Participant's sole responsibility to determine that the Organiser Services or any part thereof meet Participant's needs or are otherwise suitable for the purposes for which they are used.

These Terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible the Organiser limits its liability as follows, at our option:

- (a) for any claims relating to these Terms, to the fees payable under this agreement (if applicable) for the preceding one (1) month;
- (b) in the case of products including any digital products (a) the replacement of the products or the supply of equivalent products; (b) the repair of the products; (c) the payment of the cost of replacing the products or of acquiring equivalent products; or (d) the payment of having the products repaired; or
- (c) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

This clause survives the termination or expiry of Participation Agreement for whatever reason.

17. INDEMNITY

The Participant agrees to defend, indemnify and hold the Organiser, our affiliates, employees, agents, contributors, third party content providers and licensors harmless from and against all actions, suits, claims, demands, liabilities, costs, expenses, losses and damage (including legal fees on a full indemnity basis) brought against or sustained by the Organiser, which:

1. is directly or indirectly caused by Participant's breach of these Terms and Conditions;

2. is directly or indirectly caused by any willful, reckless or negligent act of Participant;
3. concerns personal injury to any person caused or contributed to by Participant;
4. is caused by Participant's act or omission and constitutes a loss of or damage to property;
5. is brought by any third-party in respect of personal injury, death or damage to third-party property; or
6. arises from Participant's act or omission.

Except as required by law, the Organiser will not be liable for any claim, loss or liability for personal injury, death or damage to the Participant or its property however it may be caused.

The Organiser reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the Participant, and in such case, the Participant agree to cooperate with our defence of such claim.

In no event will the Organiser be liable to the Participant for any indirect, incidental or consequential damages including, without limitation, direct, indirect, special, punitive, or exemplary damages.

18. ADVERTISING AND LINKS

The Website may contain links and other pointers to other websites or applications operated by third parties. The Organiser does not control these linked websites and is not responsible for the contents of any linked application. The links are provided solely for User convenience and do not indicate, expressly or impliedly, any endorsement by us of the website or the products or services provided at those websites. Responsibility for the content of advertisements appearing on our Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. User's access to any such advertisement or link is entirely at User's own risk. Our links with third-party websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those third-party websites, or of any information, graphics, materials, products or services referred to or contained on those third-party websites unless and to the extent stipulated to the contrary. User should contact the relevant third-party directly to enquire on that information prior to entering into a transaction in relation to the third-party products and services.

19. MODIFICATION OF USER SERVICES

We reserve the right to alter, update, or remove our Website at any time. We may conduct such modifications to our Website for security reasons, intellectual property or other legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications. For example, we may provide updates to fix security flaws, or respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Website for security, legal or other purposes. We do not guarantee that the Website will always be available, work, or be accessible at any particular time. Only users who are eligible to use the Website or Organiser Services may do so. We reserve the right to terminate access for anyone.

20. NO WAIVER

Any failure on our part to enforce any right or provision of these Terms and Conditions will not constitute a waiver of future enforcement of that right or provision.

21. ASSIGNMENT

We may amend these Terms and Conditions from time to time. When we amend this Terms and Conditions, we will update the Website and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using the Website and our products and services.

22. ENTIRE AGREEMENT

Unless otherwise stated, these Terms and Conditions and our **Privacy Policy** shall constitute the entire agreement between the Participant and us in relation to the Participant's use of the Website and the Organiser Services.

23. **SEVERABILITY**

If any part of provision of these Terms and Conditions is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of the provision otherwise it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

24. **ELECTRONIC COMMUNICATIONS**

We use electronic means of communication, whether you visit the Website or engage with us for our Organiser Services or when you send us e-mails. For contractual purposes, you consent to receive communications from us in an electronic form and you agree that all terms, conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. You acknowledge the risk that electronic communications may be intercepted by a third party which may put confidentiality at risk.

25. **LAW AND JURISDICTION**

The Terms and Conditions and information on the Website are governed by and construed in accordance with the laws of the State of New South Wales, Australia. The Participant submits to the non-exclusive jurisdiction of the Courts of NSW and Courts of Appeal from them for determining any dispute concerning these Terms and Conditions.