

Exhibitor Policy: Summary

- Bookings are open to all businesses in the music products industry
- Stands will be offered on a 'first come, first served' basis but the Producer reserves the right to change the location of a stand booking
- In general, there will be no refunds on stand bookings
- The Organiser reserves the right to accept or reject bookings
- Contra deals may be offered
- Members, previous exhibitors and major exhibitors may receive access to advance booking or a discount on the Exhibitor Fee, but will not be offered other forms of special treatment.
- Payments must be made on time, and essential documentation must be provided, to maintain a booking. The schedule will be:
 - A Deposit (30%), invoiced as soon as possible after a booking has been accepted, due within 14 days
 - A Balance (70%), due 7 weeks prior to the Event
- The Producer may cancel bookings for particular reasons, including not paying fees, not providing documentation, or suitability for the event.
- Exhibitors are responsible for their staff.
- Exhibitors must follow the bump in / bump out schedule and other directions.
- The Producer must clearly indicate rules about sound, performance and using equipment, and exhibitors must comply with those rules.
- The Producer has the right to set and enforce the Sound Policy for the event, and exhibitors must comply with it.
- Exhibitors or attendees may complain to the Producer at any time about breaches of the Sound Policy by any exhibitor.
- Demonstrations and performances must be pre-planned with the Producer.
- In general, non-exhibitors may not promote their goods or services during the event, but the Producer can make exceptions to this rule for artists, charities, sponsors.
- Exhibitors are responsible for any damage to the venue or stands.
- Exhibitors are responsible for making their stand safe.
- The Organiser is responsible for security, insurance and cleaning for the event, exhibitors are responsible for insurance and cleaning of their own stand, merchandise and activities.
- The Producer may use the Proof of Purchase policy to ensure that people leaving the event with items are required to show Proof of Purchase.
- In the event of postponement, deposits will be held but refunds may be requested; in the event of cancellation, all fees paid will be refunded.
- All companies providing staff to work on a stand must be a registered exhibitor

Exhibitor Policy



Purpose

The purpose of this policy is to outline the conditions, expectations and guidelines for bookings of exhibition stands, other trade displays, commercial placement, and other commercial or promotional activities of Exhibitors within an Event organised by the Australian Music Association.

The Australian Music Association has the responsibility to uphold this policy and the reserves the right to enact any provisions outlined in it.

This Exhibitor Policy is also the Terms and Conditions for participation by Exhibitors in an AMA Event.

Application

This policy covers

- All employees of the AMA
- All Exhibitors at an AMA Event
- All contractors, volunteers, and the employees of companies contracted to work on the Event

1 Organiser & Personnel

- 1.1 The Organiser is the Australian Music Association (AMA), and all references to 'Organiser' mean the AMA, *unless* the production of the Event is fully outsourced to another company.
- 1.2 All other policies of the Australian Music Association apply to all Events it produces.
- 1.3 The Event will be overseen by a Producer, appointed by the Organiser. The Producer has overall responsibility for project management of the Event and authority is delegated to them, including through this Policy and the Terms & Conditions.
- 1.4 The Producer may appoint a Production Manager, who has particular areas of responsibility and authority under this policy.
- 1.5 The Producer may appoint other personnel and contractors as required to deliver the Event, within the scope of plans authorised by the Organiser.

2 Terms and Conditions

- 2.1 The Producer will set the Terms and Conditions of the Event and have them authorised by the Executive Committee of the Australian Music Association.
- 2.2 The Terms and Conditions must be available to all Exhibitors prior to their booking.
- 2.3 The Producer may alter the Terms and Conditions prior to the Event but after bookings have commenced. Any changes to the Terms and Conditions must be communicated to Exhibitors as soon as possible.
- 2.4 The Exhibitor Prospectus and any Contracts or Forms for Exhibitors may include a summary of the Exhibitor Policy / Terms and Conditions, or refer to it without providing the full text, provided that a link or attachment of the full text is readily available.

3 Booking Policy

- 3.1 Exhibitor bookings will be open to all businesses involved in manufacturing, distributing, retailing, publishing and associated services of music products, and other products and services that are suitable for the event.
- 3.2 The Organiser will outline the initial Floor Plan in the Exhibitor Prospectus, and make the Stands outlined in the Floor Plan available for booking. The Organiser reserves the right to alter the Floor Plan.
- 3.3 Exhibitors must have an Australian Business Number.
- 3.4 The Organiser reserves the right to accept or reject any bookings based on the purpose of the event. This includes reserving the right to allow products in line with the purpose of the event, and the produce an event that is consistent with the values and interests of the Organiser.
- 3.5 The Organiser may set periods of preferred booking options, including making bookings available only to businesses in one or more of the following categories:
 - Major exhibitors (intention to book, or previous booking of, the largest spaces),
 - Current members of the Australian Music Association, or
 - Previous exhibitors at the event
- 3.6 Bookings will be taken on a ‘first come first served’ basis, notwithstanding the provision to change locations if necessary.
- 3.7 While the Organiser will attempt to honour original bookings and the order of bookings, the Producer has the right to amend the published floor plan in any way up to 1 month before the Event, and in limited ways between one month in advance through to the day of Bump In. Changes may be made for any of the following reasons:
 - Requirements set by the Venue or production contractors,
 - Safety,
 - Where an existing booking divides a potential adjacent booking,
 - Where the floor plan must be changed due to an increase or decrease in bookings,
 - To ensure a logical layout, which may include groupings of exhibitors by product type, placement of exhibitors based on stand size, or otherwise to improve the layout of the exhibit area.
- 3.8 Collaborations by two Exhibitor companies are encouraged and two Exhibitors may share one allocated Stand. Typically one Exhibitor will register and pay for the Stand.
- 3.9 Where a Stand is shared by multiple Exhibitors, **Error! Reference source not found.** both parties will be treated as Exhibitors and all rules and policies apply to both Exhibitors. Where the completion or submission of documentation, payment of fees, or any other requirements are not completed by one of the Exhibitors it may affect the Stand booking as a whole.
- 3.10 Exhibitors may not invite other companies to share the stand, subdivide or sub-let their Stand to any other party without the written permission of the Producer, and consistent with this policy.
- 3.11 The Organiser may offer a discount on stand fees for members of the Australian Music Association. Membership fees must be up to date at the time of payment, whenever that payment due date falls.
- 3.12 Where a Stand is shared by two Exhibitors according to clause 3.8, and one Exhibitor is a Member and the other is not, all privileges and discounts for Members apply to the company booking the Stand.
- 3.13 All Exhibitor companies must be registered. The Organiser may request documentation including Public Liability Insurance for all exhibitors providing staff, and all Exhibitor staff are the responsibility of the Exhibitor company.
- 3.14 The Producer may offer a discount on stands, or a “contra deal” for the following reasons:
 - Considering the value of an in-kind or other cash contribution to the event, including sponsorship, providing artist/s or speaker/s, providing equipment and/or services,

- Major exhibitors (booking more than 15 square metres) where the size and configuration of the stand warrants negotiation.
- 3.15 Where a contra deal has been offered, the Producer reserves the right to rescind the offer and charge the full fee, or not provide the additional space, if the Exhibitor's commitment is withdrawn or not honoured or the value of that commitment changes.
- 3.16 The Organiser may apply a different pricing model to specific categories of Stands, such as luthiers, pedal builders, services without products, or another special category.

4 Treatment of Exhibitors

- 4.1 The Organiser can be expected to treat all Exhibitors equally, other than:
- *Members* may have access to an early booking period
 - *Previous Exhibitors* may have access to an early booking period
 - *Previous Exhibitors* may be offered the chance to book their previous location
 - *Members* may be offered a discount
 - *Major Exhibitors* may have alterations made to the floor plan to accommodate their larger stand requirements, and may be consulted about relevant aspects of Event planning
 - *Members* may be consulted about the Event in general or about specific aspects of the Event
 - Contra deals may be offered to any Exhibitor according to clause 3.14
 - Special pricing according to clause 3.16
- 4.2 The Producer will not give the following forms of preferential treatment:
- Stand location (other than maintaining previous bookings), changes to bookings, and the pricing schedule will not favour one Exhibitor over another Exhibitor.
 - Offers to Members will not favour one Member over another Member.
 - Offers to Major Exhibitors will not favour one Major Exhibitor over another Major Exhibitor.
 - One non-Member will not be favoured over another non-Member.

5 Payments

- 5.1 The Exhibitor fee will be charged according to the following timeline:
- A Deposit, being 30% of the total fee, will be charged as soon as the booking is confirmed. This payment will be due within 14 days unless a different time is requested in advance and agreed to by the Producer.
 - The Balance, being 70% of the total fee, will be due 10 weeks prior to the Event.
 - Where the booking takes place less than 12 weeks prior to the start of the Event, the full fee will be charged at the same time and payment will be due within 14 days unless a different timeline is requested in advance and agreed to by the Producer.
- 5.2 All fees associated with the Stand booking must be made on time to maintain the booking.
- 5.3 Additional fees for equipment hire, tickets, or other goods or services may be charged by the Organiser as agreed by the Exhibitor. Payment of these fees do not affect the Stand booking but the relevant goods or services may be withdrawn if the payment is not made on time.

6 Withdrawal & Cancellation

- 6.1 An Exhibitor may Withdraw from the Event at any time, but will not be entitled to a refund other than as outlined in this policy.
- There will be no refunds on Deposits after they are paid.
 - There will be no refunds on Balances after they are paid, or 7 weeks prior to the Event, whichever is sooner.
- 6.2 If one of two Exhibitors sharing a Stand according to clause 3.8 withdraws from the Event, the Producer may agree to any of the following options:
- The remaining Exhibitor takes over full responsibility for that Stand, including any fees owing; or
 - Another Exhibitor takes the place of the withdrawn Exhibitor; or
 - The allocated space is reduced.

6.3 The Producer may only use their discretion to cancel a Stand booking when:

- The fee has not been paid according to the schedule outlined in clause 5.1,
- Any documentation necessary for participation in the Event, as required by the Organiser, the Venue, or any government authority, has not been provided, or
- The Producer determines that the Exhibitor will not be suitable for the Event based on safety, compliance, exhibitor behaviour, reputational damage to the event, or suitability of the company and its products/brands for the event.

6.4 Where the Producer decides to cancel a booking according to clause 6.3, they must give reasons in writing. The Exhibitor will have seven days to address the stated issues and propose that the booking be maintained. The Producer's decision is final.

7 Staffing

7.1 Exhibitors will provide their own staff for their stand.

7.2 Where two companies provide staff to work on one stand, both companies must be registered Exhibitors. The Producer may require that all individual staff are registered.

7.3 Each Exhibitor must nominate a Primary Contact who has the authority to sign agreements and will be the main point of contact for the show Producer and any other member of the Event production team.

7.4 Exhibitors are fully responsible for the conduct of their staff during the event.

7.5 All legal and compliance requirements of staff working on site, including workers compensation, training and safety, are the responsibility of their employer.

8 Bump In / Bump Out

8.1 All Exhibitors will be given a time to Bump In and Bump Out of the event. In the interests of maintaining efficient and safe load in and out times, Exhibitors are expected to attend on time.

8.2 Any issues with the bump in or out schedule should be raised in advance with the event Producer or Production Manager.

8.3 Hi-vis clothing is to be worn during when directed by the Producer, the Production Manager, or any representative/s of the Venue.

8.4 Only employees of registered Exhibitors, the Organiser, the Venue, and approved contractors are allowed on site during Bump In and Bump Out times.

8.5 All Exhibitors must conduct their Bump In and Bump Out safely and efficiently, respecting the space, equipment and schedule of other Exhibitors. The Producer and Production Manager both reserve the right to halt an exhibitor's Bump In / Bump Out if necessary for the safe and efficient operation of the event.

9 Sound Policy

9.1 The Producer may set rules regarding the level of sound, timing of sound, and other logistical considerations regarding sound at an event. This must be clearly communicated to exhibitors in the Prospectus and/or Exhibitor Manual, and may include:

- "Acoustic only" areas,
- "Silent" areas,
- "Silent" times, or periods of the show where amplification is not permitted,
- "No amplification" or similar policies to manage the nature of musical activity permitted in a given area,
- Blanket requirements for all exhibitors including silent times and maximum sound levels,
- Limits on the duration of any given person's time producing sound on any given instrument,
- "Shut down" times where on-stand demonstrations or performances must be respected with silence in the surrounding area,
- Rules about the placement of amplifiers or other equipment.

- 9.2 The Producer of the show may enforce these rules and delegate that authority to any their staff, contractors or volunteers, venue staff, or Security personnel.
- 9.3 Complaints can be made at any time to the show Producer or their delegate, including Security personnel.
- 9.4 Exhibitors may face the following permanent or temporary consequences for breaching the sound rules of the event:
- Removal of equipment or power supply,
 - Cancellation of sound production at the stand,
 - Closure of the stand.
- 9.5 Planned demonstrations and performances need to be pre- programmed with the Producer and form part of the show program.
- 9.6 Ad hoc demonstrations by exhibitor staff are permitted throughout the show, but may be limited by:
- The Sound Policy (Section 9 of this policy),
 - Consideration of nearby exhibitors,
 - Resolution of complaints by nearby Exhibitors, as determined by the Producer or Production Manager.

10 Non-Exhibitors

- 10.1 One of the primary objectives of the Event is the successful promotion of Exhibitors' brands, products and services.
- 10.2 In general, non-exhibitors will not be permitted to promote their company, brand, products or services at the event without the written permission of the Producer. Specifically this includes:
- Displaying merchandise in or immediately outside the venue,
 - Selling products or services in or immediately outside the venue,
 - Soliciting business inside the venue,
 - Distributing promotional materials in or immediately outside the venue.
- 10.3 The Producer reserves the right to make exceptions for the promotion of non-exhibitors, which may be:
- An artist, educator or speaker performing or presenting at the event,
 - A sponsor, funder, or strategic partner of the event,
 - A charity associated with the AMA or the event, or
 - The Venue
- 10.4 Any non-exhibitors presenting or promoting their goods, services or brand under clause 10.3 are not permitted to compete directly with paying Exhibitors.
- 10.5 The Organiser or a sponsor may prepare and present materials at the event that include the products, services or branding of businesses which may include exhibitors and non-exhibitors.

11 Displays

- 11.1 Exhibitors accept that the Organiser has sole authority over the appearance, content and positioning of displays.
- 11.2 Exhibitors commit to ensure that their exhibit, staff or agents do not constitute a nuisance to fellow exhibitors or attendees of the exhibition.
- 11.3 The Organiser is not responsible for any costs incurred as a result of the failure of an exhibitor to remove any element of their exhibit from the centre by the due time.
- 11.4 Exhibitors must respect the intellectual property and copyright of other companies, particularly other exhibitors. Any dispute about products or services that breach another exhibitor's trademarks or intellectual property rights will be considered by the Producer or Production Manager. The Producer's decision is final.

11.5 Displays are to be confined to the allocated area of each exhibitor. No items should be placed in the aisles or other space near or next to the stand. Stands and displays may extend above the shell scheme walls to a total height of 3 metres.

11.6 Lighting or other items cannot be attached to or hung from the walls or ceiling of the venue. Lighting can be placed on the floor of the corridor immediately in front of the exhibitor's stand. The Producer or Production Manager have the right to move or remove lighting in front of stands in the case of:

- Safety issues
- Reasonable complaints by the public or nearby exhibitors, as determined by the Producer or Production Manager.

12 Damage

12.1 Exhibitors will be liable for any damage caused by fastening displays or fixtures or applying paint, lacquer, adhesive or any other coating to building floors, walls or columns, or in any manner defacing the building, or damaging walls, stands, furniture or other equipment provided for the event by a third party.

12.2 Exhibitors must report all damage to the venue to the Organiser as it occurs.

13 Safety

13.1 Exhibitors must accept full responsibility for compliance with applicable safety regulations.

13.2 The storage of any flammable liquids or fuel is prohibited.

13.3 All materials used in stand construction or in display materials or goods must be non-combustible and inherently non-flammable, such as self-extinguishing plastic and durable flame-proof fabric.

13.4 Stands and exhibitors must not obstruct aisles, firefighting equipment including sprinklers and extinguishers, or create a smoke-locked space, or obstruct the exit signs or emergency lighting.

13.5 Flammable fluids, substances and materials of any nature, including crepe paper, hay drapes or any other decorative materials which are not flame proofed and/or properly fire rated and/or not in accordance with applicable fire regulations shall not be used in any stand display.

13.6 The Producer and Production Manager have the right to demand removal from the site of any electrical equipment deemed to be non-compliant or suspect, including cables, power boards, and equipment.

13.7 Contractors and exhibitors must be suitably attired when working in the venue. Staff will not be permitted to work in singlets, 'no shirts', uncovered shoes or attire that is otherwise deemed to be unsafe.

13.8 The Exhibitor must supply hi viz vests to staff at any time machinery is operating in the venue and delivery areas during load in and load out.

13.9 In accordance with Australian Standard 3760 and venue policies, the Organiser may require all portable electrical equipment to have been tested by a licensed electrician and display a current tag.

14 Insurance and Security

14.1 The Organiser and the Venue will not be liable for the loss, damage or theft of any equipment carried to and displayed on the exhibition floor or in session rooms during the event.

14.2 The Organiser is responsible for providing security for the venue.

14.3 It is strongly advised that Exhibitors arrange appropriate insurance for merchandise & equipment.

14.4 The Organiser is responsible for holding public liability cover commensurate to the event.

14.5 Exhibitors are required to have suitable public liability insurance coverage for their stand activities.

14.6 All exhibitors must submit Public Liability Insurance certificates of currency to the Organiser by the due date.

15 Sales

- 15.1 Exhibitors are permitted to sell products and services to any attendees at the Event.
- 15.2 Where items are sold to the public on-site, in the interest of security a process may be used to check proof of purchase. Where this process is activated, exhibitors must notify customers verbally or in writing about the process and provide one of the following:
- A receipt showing the customer's name and the item purchased, or
 - Completion of a form, as provided by the Organiser, or
 - An exhibitor verifying in-person that the customer purchased the item (ie. accompanying them with the item, to the exit).
- 15.3 Failure to follow this process may result in customers being asked to return to the Exhibitor for proof of purchase, or not being permitted to remove the item from the Venue. Each of these options reflects poorly on the Event, the Organiser, and the Exhibitor, and must be avoided.

16 Limitation of Liability

- 16.1 The Exhibitor agrees to indemnify and hold harmless the Organiser, its committees, members, agents, contractors or employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including legal fees and costs, arising out of or relating to the event.
- 16.2 The Exhibitor shall make no claim against the Organiser, its committees, members, agents, contractors or employees for any reason whatsoever, including negligence, loss, theft or damage or destruction of goods or injury to them, their agents or employees, or for any damage of any nature including damage to business including that in the event that for any reason whatsoever the exhibition is not held as scheduled.

17 Cleaning

- 17.1 The Venue and/or the Organiser will be responsible for cleaning public areas, foyers and exhibition aisles.
- 17.2 Exhibitors are responsible for the cleaning of their individual areas.

18 Postponement or Cancellation

- 18.1 In the event of a postponement, the Organiser will postpone the event to the earliest possible and suitable date.
- 18.2 In the event of ultimate cancellation, the Organiser will refund any fees paid minus any direct costs already incurred to service the Exhibitor's requirements.
- 18.3 The Organiser accepts no liability for commercial losses of Exhibitors incurred to the lead up to a postponed or cancelled event.
- 18.4 In the event of a postponement, all Exhibitors will be offered a booking in the rescheduled event at the same rate. Deposits and other fees paid may be held by the Organiser with exhibitors' permission. Where possible, registered Exhibitors will maintain their location for the rescheduled Event.

19 Expectations of Participants

- 19.1 **Anti-Discrimination:** The Organiser expects high standards of conduct from its staff and other representatives, including compliance with its Code of Conduct and adherence to anti-discrimination principles.
- 19.2 The Organiser endorses diversity, supports equal rights, and does not advocate, support or practice discrimination based on race, religion, age, national origin, language, sex, sexual orientation, or disability, whether covered by applicable legislation or not. It will not accept discrimination during its events, which seek to present the best of the music products industry and to welcome all participants with an interest in music making and the products and services that are used for used for music making.

- 19.3 Any Exhibitor, including their employees, contractors or agents, that acts in a way that is discriminatory to others may be asked to leave the event.
- 19.4 The Event will be ‘family friendly’ and suitable for children to attend. Exhibitors are not expected to cater specifically to children but are expected to avoid offensive, explicit or adult-only content and displays.
- 19.5 The Organiser will aim to make its events accessible and minimise impediments to attendance or participation. Exhibitors are encouraged make similar efforts in their display and experience.
- 19.6 The Producer or Production Manager have the right to remove any materials or cease any activity that, in their opinion, breaches any part of section 19.

20 Definitions

- 20.1 The **Event** is a particular event at a particular place and time, as outlined in the Prospectus
- 20.2 The **Exhibitor Fee** means the total cost of inclusive of GST.
- 20.3 The **Deposit** is the portion of the Exhibitor Fee that must be paid to confirm a booking, and the **Balance** is the remainder of the Exhibitor Fee, as described in clause 5.1
- 20.4 The **Venue** is both the location of the event and, as it is referred to in this policy, the company that manages the venue. References to authority given to the venue apply to that venue’s employees.
- 20.5 An **Exhibitor** is the business entering a contract with the Organiser to participate in the Event and use a particular space (‘Stand’).
- 20.6 A **Major Exhibitor** is an Exhibitor booking more than 15 square metres, or having booked more than 15 square metres at the most recent occurrence of the Event. However, if this definition is not suitable for the Event, another definition may be outlined in the Prospectus.
- 20.7 The **Terms and Conditions** are the policies and conditions set out in the Exhibitor Policy. ‘Terms and Conditions’ and ‘Exhibitor Policy’ have the same meaning.
- 20.8 The **Prospectus** is the document outlining the Event and how to participate in it, which will be made available prior to bookings being made. It may include details authorised by this Policy including
- Details about the Sound Policy (section 9)
 - Details about Bump In & Bump Out (section 8)
 - Details about Exhibitor Fees and payment timelines (section 5)
 - Details about the booking process, including preferential booking periods and discounts (sections 0, 4)
- 20.9 The **Event Manual** means the manual relating to the Event supplied by the Organiser to the Exhibitor prior to the Event, but typically after a booking has been made. It may include details authorised by this Policy including
- Expectations of Exhibitors (section 19 and other matters)
 - Compliance and production requirements (sections 7, 8, 9, 11, 12, 13, 14, 17 and other matters)
 - Bump In & Bump Out schedule (section 8)
- 20.10 The **Organiser** is the Australian Music Association
- 20.11 The **AMA** is the Australian Music Association
- 20.12 **Member** is a Member of the Australian Music Association
- 20.13 The **Producer** is the person appointed by the Organiser to lead the production of the Event, or otherwise the senior employee of the Organiser
- 20.14 A **Stand** is a space designated for a particular Exhibitor to use during the Event
- 20.15 The **Production Manager** is the employee or contractor appointed by the Producer to oversee production matters, including logistics, the show floor, exhibitors, and related matters. They have certain responsibilities and authority under this policy.

21 Amendment of this Policy

21.1 The Executive Committee may make amendments to this policy at any time.

21.2 This policy will be reviewed as required.

Responsibilities

Executive Officer	Responsible for implementation of policy, and receiving complaints or information about alleged breaches of this policy
Exhibitors	Responsible for complying with this policy
Executive Committee	Authority over any element of this policy

Related Policies & Documents

- AMA Constitution
- AMA Finance Policy
- AMA Code of Conduct

Version History

Version	Date of effect	Amendment details	Approved by	Date
1.0	01/08/2024	Initial release	Executive Committee	31/07/2024