

Participant Terms

These Terms including any other terms incorporated by reference (**Terms**) are a binding agreement between the Organiser and the Participant in relation to the Virtual Exhibition.

By submitting the Signup Form and by accessing and using the Virtual Exhibition through the Platform, you agree to be bound by these Terms, including any additional Terms incorporated by reference or made available by hyperlink. If you are a Personnel of the Participant, you warrant that you have the authorisation to enter into these Terms for and on behalf of the Participant, and the Participant agrees to be bound by these Terms.

If you do not agree to these Terms, you will not be able to participate in the Virtual Exhibition as a Participant.

1. Definitions

In these Terms:

Analytics means de-identified and aggregated data relating to the use of the Platform or interactions with the Virtual Exhibition;

Claim means a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment or Liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute and whether involving a third party or a party to these Terms or otherwise;

Event of Default means the occurrence of one or more of the following:

- (a) a Participant fails to comply with any term of these Terms;
- (b) an Insolvency Event occurs in relation to the Participant; or
- (c) a Participant or any of its Personnel engage in any act or omission which, in the Organiser's opinion may adversely affect the Virtual Exhibition or the reputation of the Organiser;

Exhibit Content means any information and materials, including any documents, images, audio-visual content, presentations, and other mediums, which is to be displayed by an Exhibitor at the Virtual Exhibition or otherwise form part of the Virtual Exhibition;

Exhibiting Hours means the hours in which the Virtual Exhibition is open to Participants, as set out in victoriancaravanandcampingvirtualshow.com.au

Exhibitor means all individuals, principals, employees and/or agents of any company, partnership, form or entity that participating in the Virtual Exhibition to display Exhibitor Content;

Exhibitor's Website means the nominated website of the Exhibitor setting out information relevant to the Exhibitor's participation in the Virtual Exhibition;

Force Majeure Event means an event which is beyond the reasonable control of the party affected, whether foreseeable or otherwise, and which could not have been prevented by the party affected exercising reasonable diligence and includes an act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning strike, storm, tempest, drought, war or pandemic (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection, explosion, government intervention, act of public enemy, sabotage, malicious damage, terrorism, civil unrest, contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel, confiscation, requisition, expropriation, prohibition, embargo, damage to property by or under the order of any government authority, strikes at a national level or industrial disputes at a national level, or any failure of

the internet or telecommunications services, any failure of public service, absence of transport facilities, absence of raw material supplies, plant breakdown or failure of plant to perform to expected specifications;

Insolvency Event means in relation to any person, any one or more of the following events or circumstances:

- (a) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;
- (b) having appointed to it or any of its property a controller, receiver, receiver and manager, administrator, liquidator or any other person holding or appointed to an analogous office or acting or purporting to act in an analogous capacity;
- (c) being unable to pay any of its debts as and when due and payable;
- (d) seeking protection from its creditors under any Law, entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors;
- (e) any analogous event or circumstance to those described above under any Law; or
- (f) taking any step or being the subject of any action that is preparatory to, or reasonably likely to result in any of the above;

Intellectual Property Rights means includes any copyright, design, patent, trade mark, semiconductor, circuit layout or plant breeder rights (whether registered, unregistered or applied for), trade, business, company or domain name; and know how, inventions, processes, confidential information (whether in writing or recorded in any form); and any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields;

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or a government agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a government agency that have the force of law;

Liability includes all liabilities, losses, damages, costs, interest, fees, penalties, fines, assessments, forfeiture and expenses of whatever description (whether actual, contingent or prospective);

Organiser means the Caravan Trade and Industries Association of Victoria ABN 67 413 472 774;

Organiser IP means any Intellectual Property Rights in the Virtual Exhibition including all content, text, images, trademarks and logos displayed on the Platform, excluding any Exhibit Content or the Platform Provider's Intellectual Property Rights to the Platform;

Participant includes all individuals, principals, employees and/or agents of any company, partnership, form or entity that has submitted a Signup Form to the Organiser and subsequently accepted by the Organiser as a Participant in the Virtual Exhibition in accordance with clause 2;

Personal Information means information of or relating to a person and, where applicable, includes "personal information" (as that term is defined in the *Privacy Act 1988 (Cth)*) of or relating to that person;

Personnel means the employees, agents and contractors of any person;

Platform means the online platform used to host the Virtual Exhibition, vFairs, operated by the Platform provider;

Platform Provider means vFairs LLC;

Platform Terms means the vFairs Terms of Service (located at <https://www.vfairs.com/terms-of-service/>) and vFairs Privacy Policy (located at <https://www.vfairs.com/privacy-policy/>);

Signup Form means the electronic application form made available by the Organiser;

Virtual Exhibition means the Virtual Exhibition to be conducted through the Platform, as set out in victoriancaravanandcampingvirtualshow.com.au;

Virtual Exhibition Director means the person in effective control of the Virtual Exhibition;

Virtual Exhibition Manager means the person who is under direction of the Virtual Exhibition Director; and

Virtual Site means the virtual space allocated to an Exhibitor by the Organiser for the purposes of the Virtual Exhibition.

2. **Virtual Exhibition Manager**

The Organiser may delegate any of its powers or authority under these Terms to the Virtual Exhibition Director and the Participant must, at all times, comply with any instructions, directions or requirements of the Virtual Exhibition Director, Virtual Exhibition Manager or their Personnel.

3. **Virtual Exhibition**

- (a) The Virtual Exhibition is a caravan and camping show which brings together Exhibitors and Participants. The Participant acknowledges that their participation in the Virtual Exhibition is at the sole discretion of the Organiser and the Participant agrees that the Organiser may, for any reason:
 - (i) deny or refuse the Participant or any of its Personnel access or use to all or any part of the Virtual Exhibition or Platform at any time; and
 - (ii) remove the access or use rights of the Participant or any of its Personnel to the Virtual Exhibition or Platform at any time.
- (b) The Organiser may determine in its absolute discretion:
 - (i) the hours in which the Virtual Exhibition will be open to the public; and
 - (ii) the rates to be charged to Participants for entry into the Virtual Exhibition (if any).
- (c) All decisions made by the Organiser in relation to the Virtual Exhibition will be final and binding on the Participant and its Personnel.
- (d) The Participant acknowledges and agrees that:

- (i) the Virtual Exhibition is hosted through the Platform by the Platform Provider for and on behalf of the Organiser, and agrees to comply with the Platform Terms in respect of the Participant's and its Personnel's access or use of the Virtual Exhibition and the Platform generally;
- (ii) the Organiser will use all reasonable efforts to ensure that the Virtual Exhibition is available during the Exhibiting Hours for the Virtual Exhibition, temporary interruptions of access or use of the Virtual Exhibition may occur. The Organiser will not be liable for any reason in the event the Virtual Exhibition is unavailable at any time or for any period. The Organiser may also restrict access to some parts of or the entire Virtual Exhibition or some parts of a Virtual Site, from time to time;
- (iii) all content and information provided on or through the Platform by the Organiser, and the Virtual Exhibition is, provided on an 'AS IS' and 'AS AVAILABLE' basis, without any warranties or conditions of any kind either express or implied, including but not limited to implied warranties and conditions of acceptable quality, fitness for a particular purpose or non-infringement. The Platform Guides and Platform Requirements are provided by the Platform Provider for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or current sources of information. Any reliance on the Platform Guide or Platform Requirements are at the Participant's own risk;
- (iv) the Exhibit Content displayed and made available through Exhibitors' respective Virtual Sites are supplied by the relevant Exhibitors, and the Organiser does not monitor, control or endorse any of the Exhibitors or their respective Exhibit Content by virtue of allocating Virtual Sites to the Exhibitors; and
- (v) to the extent permitted by law, the Organiser or any of its Personnel have no liability whatsoever arising from the Exhibitors' conduct on the Virtual Sites or arising from or relating to the Exhibit Content.

4. General Obligations

The Participant must in exercising their rights and discharging their obligations under these Terms:

- (a) comply with:
 - (i) all applicable Laws;
 - (ii) all applicable standards and codes of practice; and
 - (iii) all directions and requirements of the Organiser, the Platform Provider or the Virtual Exhibition Manager made or given to the Participant; and
- (b) exercise all due care, skill and attention.

5. Usage Restrictions

- (a) The Participant will not, and will ensure that its Personnel will not, use the Virtual Exhibition or the Platform generally in any manner that:
 - (i) enables the Participant (or enables any other person) to:
 - (A) copy, modify, create a derivative work of, any of the Organiser's or third party's Intellectual Property Rights; or

- (B) copy, modify, create a derivative work of, reverse engineer, translate, adapt or decompile (or attempt to translate, adapt or decompile) or otherwise attempt to extract any software underlying any portion of the Platform or the source code of the software underlying the Platform or any portion thereof;
- (ii) interferes with operations or services provided by the Platform or otherwise disrupts the Platform in any way;
- (iii) interrupts, destroys or limit the functionality of, any computer software or hardware or telecommunications equipment (including without limitation by means of software viruses, Trojan horses or any other computer code, files or programs);
- (iv) infringes any Intellectual Property Rights (including the promoting of an illegal or unauthorized copy of another person's Intellectual Property Rights), or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- (v) is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, hateful, or racially, ethnically or otherwise objectionable, as determined by the Organiser in its sole discretion;
- (vi) creates a false identity or otherwise attempts to mislead any person as to the identity or origin of any communication;
- (vii) exports, re-exports, or permits downloading of any message or content in violation of any export or import Laws and its agencies and authorities, or without all required approvals, licenses, or exemptions;
- (viii) causes the Organiser to lose (in whole or in part) the services of its internet service providers or other suppliers;
- (ix) consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or otherwise transmits, posts or sends unsolicited commercial messages, removes or modifies any postings, unauthorized commercial advertisements, affiliate links, and other forms of solicitation;
- (x) links to materials or other content, directly or indirectly, to which the Participant does not have a right to link or which the Organiser determines in its sole discretion is not appropriate to be linked to from the Platform or associated with the Virtual Exhibition;
- (xi) violates, or encourages others to violate these Terms or the Platform Terms, or violates or encourages others to violate any applicable Laws;
- (xii) does anything which may, in the Organiser's opinion hinder, damage or otherwise impugn the reputation of the Virtual Exhibition, the Organiser, the Platform Provider or any other Participant at the Virtual Exhibition;
- (xiii) misuse, lend or give its entry passes for the Virtual Exhibition to any third party;
- (xiv) conduct any sideshow or production without obtaining the prior consent of the Organiser; or
- (xv) make any disparaging comments or remarks about or against the Organiser.

- (b) Without limiting the Organiser's other rights under these Terms, if the Participant or its Personnel engages in any conduct that breaches this clause 5, the Organiser may expel the Participant or any of their Personnel from the Virtual Exhibition.
- (c) The Participant must immediately notify the Virtual Exhibition Manager if it becomes aware of any:
 - (i) damage, loss, downtime or loss of access which occur in relation to the Virtual Exhibition; and
 - (ii) fact, matter or circumstance which may in any way be detrimental or harmful to any person.

6. Contracts between Exhibitor and Participants

The Participant acknowledges and agrees that the Organiser is not party to, and has no obligations under, any contract between the Participant and an Exhibitor for the purchase of any Exhibitor's products or services. The Participant:

- (a) will endeavour to ensure that any communications between the Participant and any Exhibitor in relation to any transactions or pricing will be facilitated through the Exhibitor, not the Virtual Site or the Platform; and
- (b) releases the Organiser from any Claims or Losses arising in connection with any such contract (except to the extent the claim arises due to a breach of these Terms by the Organiser or negligence by the Organiser).

7. Third Party Links

- (a) Third party links on the Virtual Exhibition may direct the Participant to third party websites that are not affiliated with the Organiser, including any Exhibitor's Website. The Organiser is not responsible for examining or evaluating the content for accuracy and the Organiser does not warrant and will not have any responsibility for any third-party materials or websites.
- (b) The Organiser is not liable for any Liability related to the purchase, access or use of goods, services, resources, content, or any other transactions made by or on behalf of a Participant or third party in connection with any third-party websites. The Participant is solely responsible for reviewing and understanding the third party's policies and practices as applicable. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the third party.

8. Changes and Cancellations

- (a) The Organiser reserves the right, in its absolute discretion and without notice to the Participant (or any other person), to:
 - (i) change, amend or alter:
 - (A) the dates and duration of the Virtual Exhibition;
 - (B) the format of the Virtual Exhibition; or
 - (ii) any other aspect of the Virtual Exhibition (including removing or replacing any part of the Virtual Exhibition); or
 - (iii) cancel the Virtual Exhibition.
- (b) To the maximum extent permitted by Law:

- (i) the Organiser will have no Liability to the Participant as a result of any change or amendment to the Virtual Exhibition made in accordance with clause 8(a)(i); and
- (ii) the sole extent of the Organiser's liability to the Participant as a result of a cancellation of the Virtual Exhibition in accordance with clause 8(a)(ii) is limited to refunding the amount of any Participant Fee paid by the Participant.

9. Intellectual Property Rights

- (a) The Organiser owns or are licensed all right, title to and interest in the Organiser IP.
- (b) The Organise grants the Participant a limited, personal, revocable, non-exclusive, non-transferable and non-sublicensable licence to use the Organiser IP for the sole purpose of accessing the Virtual Exhibition and the Platform in accordance with these Terms.
- (c) The Participant acknowledges and agrees that other than the express licence granted to a Participant under this clause, the Participant obtains no other rights, implied or otherwise, in respect of the Organiser IP.

10. Personal Information

- (a) The Participant's submission of personal information through the Virtual Exhibition is governed by the Organiser's [privacy policy](#).
- (b) The Participant acknowledges and agrees that:
 - (i) the Organiser may, through the Platform, track the Participant's activities in the course of the Virtual Exhibition and create Analytics for the purposes of understanding the performance of the Platform and the effectiveness of the Virtual Exhibition; and
 - (ii) the Organiser may share and disclose the Analytics to Exhibitors for the purpose of improving their Exhibit Content and their participation as Exhibitors in future Virtual Exhibitions or otherwise required or permitted by Law. Some of these Exhibitors may be located overseas, for example in China, United States of America or countries throughout Europe
- (c) For information on the Participant's right to seek access to or correction of the personal information the Organiser may hold about the Participant, or how the Participant can complain about a privacy breach and how the Organiser will deal with the complaint, please refer to the Organiser's [privacy policy](#). If the Participant wishes to seek access to its personal information held by an Exhibitor, the Platform Provider or a third party, or to complain about their privacy practices, please contact them directly.

11. Warranties

- (a) The Organiser makes no guarantees or warranties in relation to:
 - (i) the availability of the Virtual Exhibition or any Virtual Site;
 - (ii) the number of Exhibitors at, or sponsors of, the Virtual Exhibition;
 - (iii) the identity of any of the Exhibitors or sponsors of the Virtual Exhibition;

- (iv) the timeliness, quality or delivery of any products and/or services to be provided by the Exhibitors to the Participant; or
 - (v) any other matter relating to any of the Exhibitors.
- (b) Without limiting clause 11(a), any representation, warranty, condition, guarantee or undertaking that would be implied by these Terms by Law, trade, custom or usage is excluded to the fullest extent permitted by Law.
 - (c) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Participant by the *Australian Consumer Law* under the *Competition and Consumer Act 2010* (Cth) or any other Law that cannot be excluded, restricted or modified by agreement.
 - (d) To the fullest extent permitted by Law, the Liability of the Organiser for a breach of a non-excludable consumer guarantee of the *Australian Consumer Law* under the *Competition and Consumer Act 2010* (Cth) is limited to a refund of any amount paid by the Participant to the Organiser in respect of the Virtual Exhibition.

12. Liability

- (a) The Participant acknowledges and agrees that their participation in the Virtual Exhibition may carry certain risks (including online security risk) and to the fullest extent permitted by Law, the Participant:
 - (i) agrees to accept all risks associated with their participation in the Virtual Exhibition; and
 - (ii) release and forever discharge the Organiser and the Platform Provider and each of their Personnel from and against any and all Liability that the Participant may suffer arising from, or in connection with their participation in the Virtual Exhibition, irrespective of whether:
 - (A) the Liability is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise; or
 - (B) the Participant previously notified the Organiser or any other person of the possibility of that Liability.
- (b) The Organiser is not liable to the Participant or to any other person for:
 - (i) any loss or damage of any kind that is directly or indirectly caused by or results from any wrongful, wilful, reckless or negligent act or omission by the Participant or their Personnel; or
 - (ii) any indirect, incidental, special or consequential loss or damage, loss of profits, loss of anticipated profits, economic loss, loss of business opportunity, loss of data or loss or damage resulting from wasted management time.
- (c) To the maximum extent permitted by Law, the maximum aggregate liability of the Organiser for all proven Claims arising out of these Terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the amount actually paid by the Participant to the Organiser under these Terms.
- (d) The Participant indemnifies and must keep indemnified, the Organiser and its Personnel (**Indemnified Parties**) from all Claims (including legal costs on a full indemnity basis) that may be brought against any of the Indemnified Parties or

which the Indemnified Parties may pay, sustain, suffer or incur as a direct or indirect result of any one of the following:

- (i) the Participant's and their Personnel's access and use of the Virtual Exhibitor and the Platform;
- (ii) a breach of these Terms by a Participant;
- (iii) the Participant's and their Personnel's participation in the Virtual Exhibition;
- (iv) any failure of a Participant or its Personnel to follow any directions provided to them by any Indemnified Party; or
- (v) any wrongful, wilful, reckless or negligent act or omission by the Participant or their Personnel.

13. Force Majeure

- (a) If either the Organiser or each of the Participant is wholly or partially unable to perform its obligations under these Terms because of a Force Majeure Event then:
 - (i) after the Force Majeure Event arises, the affected party must notify the other party of the extent to which the affected party is unable to perform its obligations, and in the case that the Organiser is the affected party, then the notice under this clause may be made by notice posted on the Organiser's website that is accessible to the general public;
 - (ii) the affected party will use its reasonable endeavours to mitigate the effect of the Force Majeure Event; and
 - (iii) the affected party will not be liable to the other party for any liability the other party suffers or incurs as a result of that Force Majeure Event.
- (b) A Force Majeure Event does not relieve a party from liability for an obligation to pay money in a timely manner prior to the occurrence of that Force Majeure Event.
- (c) If a Force Majeure Event occurs and the Organiser reasonably believes that it will continue for a period of more than [20] days, the Organiser may take any action reasonably necessary to mitigate the effect of the Force Majeure Event, including:
 - (i) suspending or postponing the Virtual Exhibition;
 - (ii) make any changes to the Virtual Exhibition in accordance with clause 8; or
 - (iii) terminating these Terms, at any time thereafter, by notice to the Participant.

14. Termination

- (a) If an Event of Default occurs in relation to any Participant, the Organiser may in its sole discretion either:
 - (i) provide the Participant with a notice setting out the Event of Default and requiring the Participant to remedy the Event of the Default with the time specified in the relevant notice, and suspend all or part of the Participant's rights to participate in the Virtual Exhibition until the Event of Default has been remedied; or
 - (ii) terminate these Terms.

- (b) If the Participant fails to comply with any notice received under clause 14(a)(i), the Organiser may terminate these Terms without first being required to provide further notice to the Participant.
- (c) On the termination of these Terms in accordance with clause 14(a), the Participant must comply with all directions made by the Virtual Exhibition Manager in relation to the removal of the Exhibit Content from the Platform.
- (d) Despite any other provision of these Terms, this clause 14 and clauses 7, 9, 10, 11, 12, 14 and 15 survive the expiry or the termination of these Terms.

15. General

- (a) These Terms is governed by the laws in force in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of these Terms, its performance or subject matter.
- (b) Nothing in these Terms is to be construed as creating any relationship of partnership, of principal and agent or of trustee and beneficiary.
- (c) The Participant must pay any duty (including related interest or penalties) payable in respect of these Terms and undertakes to keep the Organiser indemnified against all liability relating to duty, fines and penalties.
- (d) The Participant cannot assign or otherwise transfer the benefit of these Terms, without the prior written consent of the Organiser.
- (e) The Organiser may assign or transfer the benefit of these Terms by providing notice to the Participant.
- (f) Any provision of these Terms which is invalid in any relevant jurisdiction must in relation to that jurisdiction:
 - (i) be read down to the minimum extent necessary to achieve its validity, if applicable; and
 - (ii) be severed from these Terms in any other case without invalidating or affecting the remaining provisions of these Terms or the validity of that provision in another jurisdiction.
- (g) These Terms must not be construed to the disadvantage of a party because that party was responsible for its preparation.
- (h) The Organiser reserves the right, at any time, by providing notice to the Participant, to vary these Terms at its discretion, to ensure:
 - (i) compliance with all Laws, or any requirements or directions of the Platform Provider; or
 - (ii) the efficient running of the Virtual Exhibition.