



# 2025 EARLY BIRD PROSPECTUS



## Thurs 15 - Sat 17 May 2025

Richmond Valley Events Centre Casino, Northern Rivers NSW

www.primex.net.au

## Introduction



# SPECIAL OPPORTUNITY - EARLY BIRD DISCOUNT OFFER

On behalf of the Norco Primex Field Days team, we are wishing to provide your business with a special Early Bird Discount available throughout October 2024.

Primex celebrated its 40th Anniversary in 2024, achieving a massive 25% growth and maximum capacity with over 430 Exhibitors and 1200+ Suppliers represented.

We delivered 7 "live sites" with workshops, presentations, features, industry hubs and special events engaging farming and rural communities and the leading industry sectors, with extensive engagement programs covering networking, entertainment and critical face to face contact with an audience of over 22,000.

We continue to be committed to working with our exhibitors to improve our preparations and plans for the 2025 event and in supporting those who invest in servicing the needs of our target audiences throughout NSW and QLD, while also attracting national and international exhibitors and visitors.

This is a unique window of opportunity, where we wish to extend appreciation to those exhibitors wishing to take up our Early Bird Discount. We are determined to continue "driving and creating opportunity" for our Exhibitors, which comes from early planning and commitment and in the face of well-known factors including huge increases in the costs associated with delivering events.

We sincerely appreciate your consideration and hope that our acknowledging of your potential participation can create a special window of opportunity to gain advantage of this Early Bird Discount period that concludes 31st October and moves into normal rates.

Building relationships amongst business, industry and your target audiences is of the utmost priority. We know that Primex, in its location and its target market, can contribute to your success in building brand and product awareness, enquiries and ultimately sales, that are key objectives for everyone involved.

We hope we can discuss this with you and welcome you to an even bigger and better event in 2025.



















## Industry Hubs Celebrate B2B Experiences

The strategic initiative by Primex to establish Industry Hubs created a new and exciting showcase for visitors and exhibitors alike. These hubs built a presence that attracted national and international exhibitors while creating a strengthened promotional tool for engagement from visitors.

Agricultural Machinery
Affordable Housing
Innovation & Agtech
Education, Recruitment & Careers
Forestry & Timber
Health & Wellbeing
Livestock
Construction, Heavy Equipment & Transport
4WD & Outdoor Leisure
Regenerative Agriculture
Horticulture & Small Crops
Municipal Works





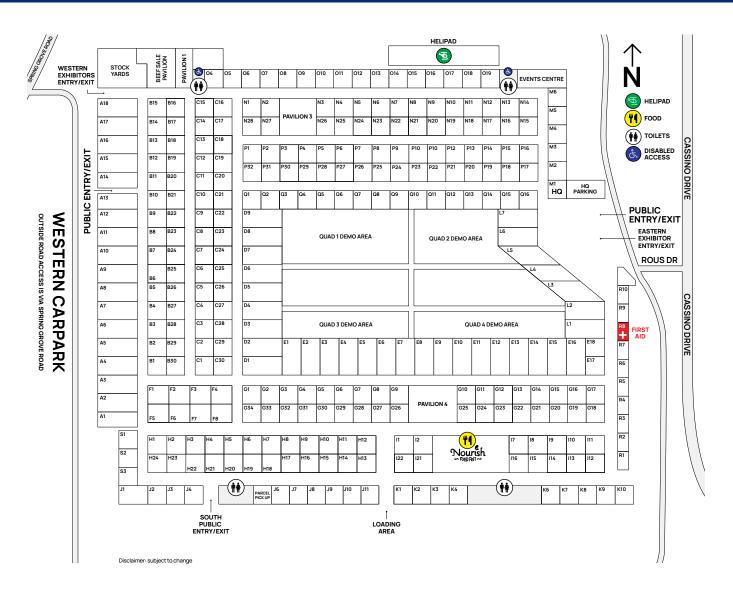






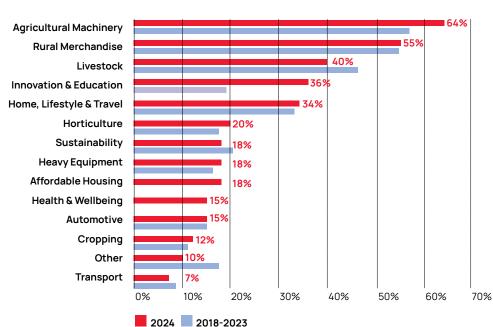






#### **Areas Of Interest**

The survey asked respondents to select their main reasons for attending this year's event from a list of activities and attractions. In 2024, results show increased interest in Machinery (64%) and Innovation (36%), as well as Rural Merchandise (55%) and Livestock/Animals (40%).



## **2024 Event Statistics and Results**



Below is a summary of key data and statistics from the post event report conducted by independent researchers using on-site and online survey methodology:

#### **Summary**

- 433 exhibitors
- Total economic contribution from visitors was \$2.58 million
- 79% of visitors were from Northern Rivers
- 11% of visitors were from interstate
- 10% of visitors were from other rural NSW areas
- 46% of visitors were aged 55+
- 49% of visitors were primary producers,
   28% lifestyle/hobby farmers, 23% residential
- 81% of participants felt Primex met expectations

### **Attendance Figures**

TOTAL	22,097
Saturday	11,702
Friday	7,548*
Thursday	3,657*

<sup>\*</sup> rain affected

#### **Visitor Profile**

- Visitors span various age groups and regions across NSW and beyond.
- The event attracted all ages, with 46% aged 55+, and 19% from 18-39 and 18% from 40-54 age groups.
- 28% of visitors had children (0-18) in their group.

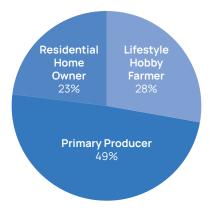
### **Event Experience and Expenditure**

- Exhibits and stalls were top-rated, with a score of 4.0.
- 15% of visitors spent an average of \$28,616 on major purchases, with some up to \$200,000.
- Major sales exceeded \$98 million for exhibitors and sponsors.
- Despite poor weather, the event saw high satisfaction, with increased interest in machinery, raising the average major purchase to over \$20,000.
- 81% of participants felt Primex met their expectations.



### **Property Type**

The majority of visitors are as indicated with the primary group, Primary producers being associated with a wide range of primary industries.



### **Event Experience**

- Exhibits and stalls were the most highly rated event experiences with ratings of 4.0
- 81% of participants felt Primex met their expectation.

#### **Visitor Expenditure**

- 15% of visitors spent an average of \$28,616 on major purchases which is a significant increase from prior years with some purchases up to \$200,000
- Calculations equates to major sales of over \$98 million generated for exhibitors and sponsors at the event
- Despite the poor weather and ground conditions
  the event again delivered high levels of satisfaction.
  A loyal crowd of families and farmers returned to
  the event to find "products for sale' with a greater
  interest in machinery boosting the average spend
  on major purchases to over \$20,000.

	2022	2023	2024
Major purchases over \$1000	26%	16%	15%
Average spent	\$24,700	\$18,517	\$28,616

# Site Fees and Early Bird Pricing



SITE TYPE	EARLY BIRD DISCOUNT (excluding GST) Closes 31st Oct 2024	NORMAL 2025 RATE (excluding GST) From 1st Nov 2024
OUTDOOR SITES	\$	\$
Large Outdoor Sites (15m wide x 25m deep – Sites A, E, D, L)	2160	2400
Standard Outdoor Sites (15m front x 10m depth)	1975	2195
Medium Outdoor Sites (10m wide x 10m deep)	1575	1750
Small Outdoor Sites (6m wide x 10m deep)	1215	1350
Small Restricted Outdoor Sites (3m wide x 10m deep – Sites R, O, J, K)	855	950
CATERING SITES		
Standard Outdoor Catering (10m wide x 10m deep)	1300	1450
Small Outdoor Catering Site (Designated Locations - 6m wide x 5m deep)	895	995
Nourish Trade & Retail - Outdoor Sites (T's & C's Apply 3m x 3m P2P & Licensed Area)	700	785
PAVILION SITES		
Premium Pavilion Indoor Site (3m wide x 2m deep - No booth supplied)	1080	1200
MULTIPLE SITE DISCOUNT		
2nd Site	20%	20%
3rd Site	25%	25%
4th Site	30%	30%
5th & Subsequent Sites	35%	35%
EXTRAS (excluding GST)		
10amp Power (designated sites only)	\$90	\$90
Exhibitor Passes	\$10	\$10
VIP Passes	\$10	\$10





# Become an Exhibitor – Apply Now







#### STEP 1

### Apply to Exhibit

Begin by completing your application with Issimo via www.primex.net.au

PLEASE NOTE: The contact info recorded on your application will be the primary contact for the event so ensure all details are correct.

#### STEP 2

#### Pay Deposit

To complete your application, please make a non-refundable deposit of \$350 + GST per site.

If you do not have a credit card, please contact us to proceed with your application.

#### STEP 3

#### Site Allocation & Review

Once submitted, your application is reviewed, and sites are assigned to approved exhibitors. Where sites, extras or preferences are limited, they will be offered on a first-in, first-served basis, with first-choice options provided to exhibitors who attended in the last two years.

#### STEP 4

### **Exhibitor Profile**

After securing your site, complete your Exhibitor Profile via the links provided.

#### STEP 5

#### **Final Payment**

Ensure your final site fee balance is paid by 14th March 2025.



## 2025 Terms and Conditions



- 1. Interpretation and Definitions
  - (a) Interpretation
    - (i) Words importing the singular shall be deemed to include the plural and vice versa
    - (ii) When the exhibitor is made up of two or more persons, these terms shall bind them jointly and each of them separately and each of their respective executors, administrators and assignees.
    - (iii) When the exhibitor is a company, these terms shall bind the company, its successors and permitted assignees.
  - (b) Definitions

Business day means any day which is not Saturday, Sunday or a public holiday.

Claim means any or all claims, demands, debts, accounts, actions, expenses, costs, liens, suits, liabilities and proceedings of nay nature whatsoever, whether known or unknown.

Delay event means:

- (i) A flood, cyclone, earthquake, bushfire or other act of nature or imminent threat of the same.
- (ii) Riot, war or terrorist act or imminent threat of the same;
- (iii) Pandemic, epidemic, public health emergency or infectious disease; or
- (iv) Compliance with any lawful direction or order by the federal, state or local government including their authorities or agencies.

Event means the annual Primex Field Days event.

Exhibitor means the exhibitor listed at Schedule 1 of these terms.

Exhibitor's personnel means any agents or employee's of, or contractors to, the exhibitor, or any other party that the exhibitor engages, on whatever basis, for the use of the site under these terms.

Organiser means Primex Field Day Events Pty Ltd ACN 098 641 546 I ABN 95 396 729 261 and includes its employees, agents, contractors, successors and permitted assigns.

Prospectus means Primex Prospectus Offer that contains these terms and includes any other marketing and sales material of the organiser. © copyright 2020 – Primex Field Days Pty Ltd

Venue means the venue located at Cassino Drive, Casino, in the Northern Rivers of New South Wales and includes private lanes and driveways, carparking and common facilities such as toilets.

Vehicles means any motor vehicle, four wheel drive vehicle, motorbike, caravan, campervan, truck, trailer or machinery.

Virtual event means the Primex Online Business Hub that the organiser may elect to hold on an annual basis in addition to the event.

- All principals of a company, trust or partnership are required to sign a personal guarantee of the exhibitor's obligations in the form set out in these terms.
- 3. The observation of agreed time frames is an essential term.

- 4. The exhibitor shall comply with its statutory obligations with respect to:
  - (a) Workplace health and Safety Act 2011 (NSW).
  - (b) Workers compensation insurance; and
  - (c) any other laws, regulations, approvals, consents and industry standards that apply to the exhibitor's delivery and operation of the exhibitors' business.

The exhibitor must also comply with any directions of the organiser that are required due to the organiser's statutory or insurance obligations with respect to the event.

- 5. The exhibitor must, at its cost, obtain and maintain current policies of insurance for:
  - (a) Compulsory third party insurance for vehicles to access the venue for the purposes of the event and to be parked within the carpark or immediately adjacent to the site, whether such vehicles are owned or operated by the exhibitor or the exhibitor's personnel;
  - (b) All third party risks in relation to persons and property including public liability insurance to the amount of 20 million per event (noting the location and date of the event and the organiser as an interested party);
  - (c) Workers compensation insurance for the exhibitor's personnel; and
  - (d) Public liability and passenger liability aviation insurance for helicopters to access the designated helicopter pad (located at the northern boundary of the venue) for the purposes of the event, should the exhibitor or the exhibitor's personnel intend to use helicopters to access the event.
- 6. The organiser may require the exhibitor to produce suitable evidence of the policies of insurance required in accordance with clause 5 before the exhibitor is granted access to the site.

  The organiser acting reasonable, may deny access to the site.

  © copyright 2020 Primex Field Days Pty Ltd
- 7. The exhibitor hereby indemnifies and will keep the organiser indemnified at all times against any claim for compensation, damages, losses or costs made against the organiser by any person (including, but not limited to, the exhibitor's personnel) arising directly or indirectly from the exhibitor or the exhibitor's personnel:
  - (a) Use of the venue or the site;
  - (b) Use of goods, supplies, property or equipment owned or operated by the exhibitor or the exhibitor's personnel at the venue or on the site;
  - (c) Actions (negligent or otherwise); or
  - (d) Breach of these terms.
- 8. The exhibitor releases the organiser, to the full extent permitted by law, for loss or damage to any property, or injury or death to any person, arising out of any action (negligent or otherwise), activity or involvement of the organiser pursuant to these terms.
- The exhibitor must ensure that all vehicles located at the venue are registered and in a presentable and roadworthy condition.

- 10. The exhibitor shall not, without the prior consent of the organiser, permit any person other than the exhibitor and the exhibitor's personnel to occupy any part of the site. Should this condition not be observed, the organiser may charge additional fees to the exhibitor for the unpermitted persons occupying the site or exercising any of the other rights of the exhibitor under these terms.
- 11. If the organiser is unable to perform its obligation to hold the event solely as a consequence of a delay event:
  - (a) The organiser will promptly notify the exhibitor in writing that due to the consequence of the delay event, the organiser's obligation to hold the event has been suspended and the organiser shall not be deemed to be in breach of its obligations under these terms.
  - (b) The exhibitor's obligation to pay fees that are due for payment after the date of the organiser's notice at clause 11 (a) in accordance with Schedule 1 of these terms shall be automatically suspended. The exhibitor's obligation to pay fees that were due before the date of the organiser's notice at clause 11 (a) remain payable and are non-refundable.
  - (c) The exhibitor's obligation to pay fees in accordance with Schedule 1 shall resume, if the exhibitor provides notice to the organiser that it will attend the © copyright 2020 Primex Field Days Pty Ltd new nominated date for the event in accordance with clause 11 (e), effective from the date of the exhibitor's notice.
  - (d) The organiser will promptly notify the exhibitor in writing when it is no longer prevented from performing its obligation to hold the event due to the delay event and nominate, at its sole discretion, a new date for the event to be held, provided that the new date for the event is not more than 6 months from the date of the organiser's notice at clause 11 (a)
  - (e) The exhibitor shall, within 14 days of receiving of the organiser's notice at clause 11 (d), elect to notify the organiser that it will attend the event on the new nominated date or notify the organiser that it will instead attend the event in the following year in which case the exhibitor's fees paid to date will be credited against the exhibitor's account for the event to be held in the following year. If the exhibitor does not provide a notice to the organiser in accordance with this clause 11 (e) (i.e. the exhibitor does not wish to attend the event to be held in the current year or in the following year), then the organiser shall forfeit any fees paid by the exhibitor to date.
  - (f) And the organiser remains unable to perform its obligation to hold the event at 6 months after the date of the organiser's notice at clause 11 (a), then these terms shall be automatically terminated effective from the expiry of that 6 month period, the organiser shall forfeit any fees paid by the exhibitor before the date of the organiser's notice at clause 11 (a) and neither party shall any further obligation to the other party.
  - (g) The organiser shall not be liable to the exhibitor for any claims for compensation, damages, losses or costs made against the exhibitor by any person due to the organiser being unable to perform its obligation to hold the event solely as a consequence of a delay event.

## 2025 Terms and Conditions



- 12. The organiser may notify the exhibitor that the date for the event is postponed or bought forward from that date of the event previously advertised and communicated to the exhibitor for reasons (including, but not limited to):
  - (a) The request or needs of other exhibitors
  - (b) The availability of the organiser's employees and/or service providers.
  - (c) The organiser assigning these terms and the event to a third party as assignee or a change of ownership of the organiser. © copyright 2020 Primex Field Days Pty Ltd
  - (d) Projected sales of sites and commercial viability of the event;
    - And the exhibitor must notify the organiser if the exhibitor is unable to participate at the event on the new date notified by the organiser in accordance with this clause 12 and upon receipt of the exhibitor's notice, the organiser will credit the exhibitor's fees paid to date under these terms to the fees payable for the event to be held in the following year.
- 13. These terms are terminated and the event cancelled if the organiser:
  - (a) Goes into liquidation or is placed under insolvency administration.
- 14. The organiser may immediately terminate these terms and the exhibitor's participation at the event, and forfeit any fees paid to date, if the exhibitor:
  - (a) Becomes bankrupt or goes into liquidation;
  - (b) Is subject to a finding of guilt for a criminal or civil offence;
  - (c) Ceases business; or
  - (d) Fails to remedy, a breach of these terms, within 14 days of receiving a notice from the organiser identifying the breach and requiring the breach to be remedied.
- 15. Should the exhibitor fail to attend all or any of the days that the event is held for (due to no fault of the organiser), the organiser reserves the right to:
  - (a) Forfeit all fees paid by the exhibitor to date;
  - (b) Make legal demand for any fees remaining to be paid in accordance with these terms as against the exhibitor and/or the guarantor;
  - (c) Make a claim against the exhibitor and/or the guarantor for compensation, damages, losses or costs arising directly or indirectly from the exhibitor's failure to attend the event.
- 16. All vehicles, aircraft (if applicable), goods, supplies, property and equipment brought on to the venue by the exhibitor, the exhibitor's personnel or any third party, is at the sole risk of the exhibitor.
- 17. The exhibitor and the exhibitor's personnel shall be solely responsible for arranging delivery of its goods, supplies, property and equipment to the site and receipt of those items at the site by the exhibitor's personnel. Any receipt of those items at the site by © copyright 2020 Primex Field Days Pty Ltd the organiser shall be as agent for the exhibitor and the organiser shall have no liability or responsibility for the items receipted nor for any issues with the type, quantity and condition of the items delivered.
- 18. If the organiser requires the site previously granted to the exhibitor under these terms to be reallocated, the organiser will, acting reasonably, consult with the exhibitor before allocating an alternative site to the exhibitor.
- 19. The exhibitor shall pay the site fees in advance in the amounts and on or before the due dates for payment in accordance with Schedule 1 of these terms. The organiser, may, in its sole direction, elect to extend the due date for payment of any fees.

- 20. The organiser in accepting payment of any fees or additional costs after the due date, does not waive the organiser's right to require all other fees to be paid on the due date, nor does it waive the organiser's right to terminate these terms due to the exhibitor's default in paying any fees.
- 21. The exhibitor shall be held in default of these terms if the exhibitor fails to pay any fees or additional costs by the due date in accordance with Schedule 1 and the organiser may send the exhibitor a default notice setting out the outstanding amount. The exhibitor shall have 14 days to pay the amount outstanding in accordance with the default notice. If the exhibitor fails to comply with the default notice, the exhibitor shall become immediately liable to pay the outstanding amount, together with interest accruing from the original due date for payment set out in Schedule 1 until payment is received at the rate of 15% per annum. The exhibitor shall also pay all costs and expenses incurred in the organiser exercising its rights of recovery from the exhibitor and/or the guarantor and the exhibitor shall indemnify the organiser against any losses resulting from the default.
- 22. To comply with the Workplace Health and Safety Act 2011 (NSW), the exhibitor is responsible for the creation and maintenance of a safe workplace environment for the exhibitor's personnel at the site. All power leads and electrical appliances and equipment brought onto the site must be tested and tagged in accordance with AS/NZS 3760:2010 and to comply with the requirements as set out in Work Health and Safety (Managing Electrical Risks in the Workplace) Code of Practise 2015 and the AS/NZS (3002:2002) 'Electrical Installation Shows and Carnivals'. The organiser, in the interests of safety to any person, has the immediate right, without prior notification to the exhibitor, to disconnect any power leads that fall to comply with the Australian Standards 3760. The exhibitor is required, before being granted access to the venue, to provide the organiser with a Safety Plan (Risk Assessment Plan) to demonstrate that the exhibitor and the exhibitor's personnel are adhering to the requirements under the Workplace Health and Safety Act 2011 while setting up, operating and dismantling their exhibits at the site. Any hot work including cutting, welding or grinding conducted on site shall require a Hot Work permit to be provided by the organiser. © copyright 2020 Primex Field Days Pty Ltd
- 23. The exhibitor must provide written notice to the organiser immediately upon the exhibitor deciding or being prevented from participating at the event for any reason. The following fees remain payable by the exhibitor (which represent the administrative and other costs incurred by the organiser in the preparation of the event) and the organiser shall forfeit the same, , if the organiser receives a notice of cancellation:
  - (a) At any time following the exhibitor signing on for the event and up to 5 months before the event date: 25% of total fees; or
  - (b) 5 months or less before the event date: 50% of total fees; or
  - (c) 8 weeks or less before the event date: 100% of total fees; and
  - (d) At any time before the event date: 100% of additional costs.

For the purposes of this clause, the "event date" means the date of the event whether that date is the original date, postponed or brought forward date or new nominated date as a result of a delay event. The organiser may, in extenuating circumstances, elect to reduce the amount of fees payable or waive payment of the fees, in the event of an exhibitor providing a notice of cancellation in extenuating circumstances.

- 24. Where the organiser agrees to allow the exhibitor to erect permanent or semipermanent structures on the site, the parties will enter into an agreement in respect of that arrangement on terms and conditions acceptable to the organiser.
- 25. The exhibitor represents and warrants to the organiser that all information and representations that the exhibitor, or any person acting on the exhibitor's behalf has given to the organiser are true and correct. The exhibitor warrants that it has not failed to disclose to the organiser anything relevant to the organiser's decision to have dealings with the exhibitor and that no court proceedings or dispute is current that may have an adverse effect on performing the exhibitor's obligations under these terms.
- 26. The organiser does not warrant that the exhibitors listed or mentioned in any of the organiser's marketing material (including online material) will be participating at the event. The organiser does not guarantee that exhibitors who have registered for the event will be participating at the event.
- 27. The organiser's prospectus is a summary and is for general information purposes only. The organiser's prospectus does not constitute financial or investment advice and does not contain a guaranteed rate of sales or revenue for the exhibitor as a result of participating at the event. Past performance information contained in the organiser's prospectus is for illustrative purposes only and should not be relied upon as (and is not) an indication of future performance of the event. Any decision of the exhibitor to enter into these terms should be made after the exhibitor has carried out and relied on its own independent enquiries including legal and financial advice.
- 28. The organiser may elect to provide a virtual event in addition to the event, particularly in the circumstances where the event may have to be postponed in accordance with © copyright 2020 Primex Field Days Pty Ltd these terms If the exhibitor chooses to participate in the virtual event however the organiser elects not to proceed with providing a virtual event for any reason, the organiser shall not be liable to the exhibitor for any claims for compensation, damages, losses or costs made against the exhibitor by any person due to a virtual event not taking place.
- 29. General Provisions Governing law
  - (a) These terms are governed and construed in accordance with the law of New South Wales.

    Severance
  - (b) If any provision contained in these terms is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision shall be severed from these terms which otherwise continues to be valid and operative.
    - Benefit of terms not assignable
  - (c) the exhibitor may not assign the benefit of the rights under these terms without the prior written consent of the organiser.
    - Notices
  - (d) Notices must be in writing and be given personally by express or registered post with delivery confirmation or by facsimile transmission or email with receipt confirmation. Business day
  - (e) If the exhibitor must make a payment on or by a day that is not a business day, the exhibitor must make the payment by the next business day.

### 2025 Terms and Conditions



#### 30. Guarantee

- 30.1 If the exhibitor is a company or trustee then these terms are not binding on the organiser until the exhibitor's performance has been guaranteed by one or more persons of financial substance satisfactory to the organiser in accordance with this clause 30.
- 30.2 In consideration of the organiser, at the guarantors' request, granting these terms to the exhibitor, each guarantor jointly and severally covenants with the organiser that:
  - (a) The guarantor, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the organiser (and indemnifies the © copyright 2020 Primex Field Days Pty Ltd organiser in respect of) the due and punctual performance of all of the exhibitor's obligations under or arising out of these terms including (without limitation):
    - Payment when due of all amounts payable by the exhibitor under these terms;
    - (ii) Performance when due of all of the exhibitor's other obligations under these terms; and
    - (iii) Prompt payment of all amounts for which the exhibitor may become liable in respect of any breach of these terms.
  - (b) the guarantor's obligations under this guarantee and indemnity are unconditional, irrespective of:
    - (i) the validity, regularity and enforceability of any provision of these terms;
    - (ii) the absence of any action by the organiser or the exhibitor to enforce these terms;
    - (iii) our waiver or consent in respect of any provision of these terms;
    - (iv) the recovery of any judgment against the exhibitor;
    - (v) any action to enforce judgment against the exhibitor:
    - (vi) any variation of these terms;
    - (vii) any time or indulgence granted to the exhibitor by the organiser;
    - (viii) the dissolution of the exhibitor's buying entity:
    - (ix) any change in the status, function, control or ownership of the exhibitor's buying entity;
    - (x) any consolidation, merger, conveyance or transfer by the exhibitor;
    - (xi) any other dealing, transaction or arrangement between the organiser and the exhibitor; or ⊚ copyright 2020 - Primex Field Days Pty Ltd
    - (xii) any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety;
  - (c) This guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all of the exhibitor's obligations under or arising out of these terms;
  - (d) The organiser may require the guarantor to make a payment or performance any other of the exhibitor's obligations under or arising out of these terms:
    - (i) Without first requiring the exhibitor to do so;
    - (ii) Irrespective of whether such payment or other obligation would be enforceable against the exhibitor; and
  - (e) The guarantor has read this guarantee and indemnity and the rest of these terms and has taken such legal advice he or the guarantor thinks necessary.

#### 31. Covid-19 Safety Plan

- (a) In signing the Terms and Conditions to participate at Primex Field Days, you are confirming you and the entity you represent, understand it is your responsibility as an Exhibitor to meet all the Safety requirements as required by the NSW Government Public Health Orders.
- (b) The Exhibitor is responsible to follow all

- requirements as outlined by NSW Government, Primex Field Days and for the management of each individual Exhibitors Covid-19 Safety Plan as required for their site. Primex Field Days is responsible for the Covid-19 Safety Plan for all Common Areas of the Primex site.
- (c) The Order requires certain premises and events to have a COVID-19 safety plan that addresses the matters in a checklist approved by the Chief Health Officer. Primex Field Days is requesting all Exhibitors to complete a COVID-19 safety plan that addresses the matters in the relevant checklist.
- (d) A copy is to be supplied to Primex Field Days 10 days prior to access to site and Set Up of displays. In the case of the Richmond Valley Events Centre, the Major recreation facilities, stadiums, showgrounds, racecourses checklist may be heloful.
- (e) All exhibitors and attendees should be aware of the NSW Government advice on How to protect yourself and others.
- (f) All exhibitors who fall under the Hospitality umbrella are required to have their own QR code for their allocated area. Primex Field Days will have a QR Code at the 2 Main Entry and Exit points to the Richmond Valley Events Centre (East and West).

#### Sites

- (a) The Exhibitor must not allow its Site staff to occupy any space additional to the Exhibitor's allocated site while on duty unless it has obtained the Organiser's prior written approval. The Exhibitor must not extend its display beyond the boundaries of the Site. This includes vehicles, signage and any other Exhibitor structures, property, and equipment. The handing out of advertising leaflets or other printed material across the Event site or in car parks or other areas of the Property, other than the Exhibitor's allocated Site, is prohibited.
- (b) All structures, property and equipment on Exhibitor Site(s) must comply with the Australian Standards® including but not limited to, fire extinguishers. The Organiser or its agents or contractors have the power to enter the site at any time and remove any article, sign, picture, or printed matter which is deemed either not eligible for display or may be the cause
- (c) All structures, property and equipment of the Exhibitor and its servants, agents, contractors are brought on to the Property at the risk of the Exhibitor and the Exhibitor hereby agrees to indemnify and keep indemnified the Organiser against any and all actions, claims, demands, losses, damages, costs, or expenses in relation to any loss, damage, accidents, claims, or injury caused by such equipment and property whether to the Organiser or third parties, however occasioned. (d) The Exhibitor must comply with the dates set out in the Event Prospectus and all reasonable directions given by the Organiser in respect of its Event site, bump in, participation in the Event and bump out. (e) The Exhibitor acknowledges that the Organiser shall not be bound to reserve and/ or supply Site(s) or any services until payment in full of all the required fees is made by the Exhibitor, prior to the commencement of the event. (f) The Exhibitor acknowledges non-exclusive rights to exhibit at the Event and acknowledges that competitors may also exhibit. The Organiser accepts no responsibility for businesses who display any franchise brands or products outside of the terms of any franchise agreements.

#### Site Accommodation

No person is permitted to camp or stay overnight on the Property. Exceptions apply to Livestock Exhibitors, upon receipt of application in writing and formal consent of the Organiser.

#### Site Allocation

The Organiser has the right to nominate the location of the Site(s) allocated to the Exhibitor.

Site preferences will be considered, and every endeavour will be made to satisfy such preferences However, no guarantee can be given that the site requested will be provided. Site allocations are only secured, and Exhibitors kits provided, when full payment of the Site fee is received, and insurances received by the Organiser.

#### Site Cleaning

- (a) The Exhibitor must keep the Site in a COVID clean and tidy condition during the Event. The Exhibitor must clear and reinstate the Site to its original condition as found at the commencement of the Contract, to the satisfaction of the Organiser by the conclusion of the Event bump out. In the event that the Site is not cleared and reinstated by the Exhibitor as required by this clause resulting in the Organiser cleaning the site then the Exhibitor must reimburse the Organiser for any costs incurred by it in cleaning and reinstating the Site.
- (b) The Organiser has the right to sell by public auction or private treaty, any structure or plant, equipment, goods, or other articles that remain upon the Site after the period referred to in this clause and the Exhibitor irrevocably authorises the Organiser to affect such sale and on the Exhibitor's part to give full and clear title to the purchaser. The Organiser can recover its costs in selling those items (including any agent's fees and advertising expenses) together with any other cost or loss it has suffered from the proceeds whereupon it will remit any balance (if any) to the Exhibitor.

#### Site Sharing

- (a) The Exhibitor must not permit, assign, or sublet all or part of their Site without the prior acknowledgement and written consent of the Organiser. Unless an Exhibitor owns, sells, or distributes a line of product or service on a normal, continuing basis then additional businesses occupying the Site are considered a site-sharer and are required to pay full participation. Only company products and services which have a genuine link to the principal Exhibitor and are listed for display may occupy the site or be displayed on the Exhibitor's Site. All companies occupying an Exhibitor's Application. The Exhibitor must submit contact listing details on the Application.
- (b) Please note that no space farming, subletting, or piggy backing is permitted at the Event. The nominated principal Exhibitor is to occupy the Site for the duration of the Event for the primary purpose of sales and promotion of the Exhibitor's business. Should these conditions not be observed, the Organiser reserves the right to execute immediate expulsion of the Exhibitor or charge full Site participation fee for basic package for each site-sharer or exercise any of its rights under this Contract.

#### Structures

- (a) The Exhibitor must not erect any permanent or semi-permanent structures on the Organiser's Event site, without entering into a further written agreement with the Organiser in respect of that arrangement. It is the responsibility of the building owner to comply with the Work Health and Safety Act 2011 and create and maintain a safe environment for their employees, agents, contractors, and attendees
- (b) The Exhibitor must conform with the requirements of any legislation which governs the erection of structures and temporary buildings and the regulations by-laws and ordinances made under such legislation.
- (c) Any building structure, fence, signage, goods erected on any Site(s) by the Exhibitor shall be entirely at the responsibility of the Exhibitor, who shall be responsible for its safe installation, maintenance, or protection from damage at all times and no action, claims or demands shall be made or taken against the owner of the Property or the Organiser and its employees, agents or contractors for any damage caused whatsoever including any action for negligence or trespass.