BLUES ON BROADBEACH
Vendor Terms and Conditions

1. ACCEPTANCE OF TERMS

1.1 This document sets out the Terms and Conditions on which Market Vendors and Food Vendors may participate in the Event and access and use Sites as part of the Event.

1.2 By submitting an Application with the 'acceptance of the Terms and Conditions' checkbox checked, you agree to comply with and be bound by these Terms and Conditions.

1.3 You will be bound by these Terms and Conditions from the date you submit your Application.

2. DEFINITIONS

For the purpose of these Terms and Conditions, the following definitions apply:

2.1 'Application' means the application submitted by you to obtain use of a site during the Event;

2.2 'Australian Consumer Law' means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

2.3 'Booking' means your booking to use the site during the Event following acceptance of an Application under clause 3.4.

2.4 'Event' means Blues on Broadbeach, held from Thursday 13 – Sunday 16 May 2027.

2.5 'Event Precinct' means the Blues on Broadbeach precinct, as outlined on the Event site map. The Event precinct includes approved road closures, venues and parks and surroundings where the Event is being staged;

2.6 'Market Vendors' and 'Food Vendors' means any market vendors or food vendors participating in the Event.

2.7 'Force Majeure' in relation to a party means any event not reasonably foreseeable by the party, beyond the reasonable control of the party, not arising as a result of the negligence or default of the party or its Personnel and not arising from a failure by the party or its Personnel to observe best industry practice and includes:

(a) storm/inclement weather, earthquake, cyclone, typhoon, flood, volcanic activity, landslide, tidal wave, damage or destruction by lightning, fire or meteor;

(b) riots, wars and hostilities (whether or not there has been an official declaration of war), terrorist attack (or threat thereof), requisition or compulsory acquisition of any part of the venue, an act of public enemy, sabotage, civil unrest or acts of piracy or embargo,

(c) the outbreak of any infectious disease, epidemic or pandemic; and

(d) any Government action, declaration of national emergency or labour shortages;

2.8 'Intellectual Property' means all intellectual property now in existence or developed or created in the future including but not limited to copyrights, trade marks, service marks, designs, patents, images, performances, concepts, audio or visual recordings, broadcasts, photographs, films, choreography, lyrics, music, compositions, scripts, brand names, business names, logos, indicia, references, phrases, expressions, trade secrets, business concepts, know-how, domain names, circuit designs, circuit layouts, discoveries, inventions, documents, drawings, specifications, records, manuals, models, memoranda, technical data and social media handles, account names, usernames or web addresses or other literary, musical, artistic or dramatic works.

2.9 'Intellectual Property Rights' means all rights existing anywhere in the world, whether created before, on or after the Start Date, whether registered or not and whether protected by legislation or not, which attach to any Intellectual Property, including all rights to register such rights.

2.10 'Loss' means costs (including legal costs on a full indemnity basis), losses, debts, damages, charges, expenses, penalties, fines and interest on any basis, in each case including those arising out of the terms of any settlement or from any personal injury or property damage or in respect of loss or liability of any kind.

2.11 'Organiser' means Experience Gold Coast Pty Ltd (EGC), ACN 633 448 094;

2.12 'Personnel' means in relation to a party, any of that party's directors, officers, employees, agents, contractors, sub-contractors, consultants, advisors or volunteers.

2.13 'Site' means the site allocated to you in the written confirmation that your Application has been accepted or any other site notified to you by the Organiser as being your Site;

2.14 'Site Rules' means any Site Rules provided by the Organiser setting out the rules which you must comply with if conducting any activities within an EGC Site and any updates to those Site Rules as notified by the Organiser from time to time;

2.15 'Site Fees' means the fees payable by you as consideration for your use of your Site and any other fees connected with that;

2.16 'Terms and Conditions' means the terms outlined in this document and any other documents incorporated by incorporation including for example in any written confirmation notice regarding your application or in the Market Vendor and Food Vendor Information Manual.

3. APPLICATIONS AND COMMUNICATION

3.1 Applications must be submitted via the online Vendor Application form that is made available to the public via the official Event Website.

3.2 The Organiser will direct all correspondence regarding your Application to the person, phone number and/or email address nominated in your Application.

3.3 If you fail to respond to any correspondence from the Organiser within 48 hours of receipt, your Application may be denied, or if already granted, may be cancelled.

3.4 If your application is accepted, you will receive written confirmation from the Organiser (**Booking**) and clauses 4 to 25 will apply. If your application is not accepted, clause 4 to 25 will not apply to the extent they give you any rights relating to a Booking.

3.5 You acknowledge and agree that:

(a) the Organiser retains absolute discretion to accept or reject any Application and is under no obligation to provide reasons for its decision;

(b) if your Application is accepted and you receive a Booking, this does not confer any form of exclusivity whether as to products, services, category of exhibitor, territory or otherwise, unless expressly agreed to in writing by the Organiser;

(c) other exhibitors of a similar or competing kind, nature or offering to yours, or who operate within the same or similar industry or market segment may be permitted to exhibit at the Event; and

(d) the Organiser shall not be liable to you for any loss, damage, or claim arising out of or in connection with the presence or participation of any competing or similar exhibitor to you at the Event.

4. PAYMENTS/FEE SCHEDULE

4.1 You will receive notice from the Organiser setting out the Site Fees you must pay in relation to your use of the Site and any additional terms that you are expected to comply with.

4.2 You must pay your Site Fees in full in Australian dollars by the due date set out in the written confirmation or in any payment correspondence you receive from the Organiser.

4.3 If your Site Fees have not been paid in full by the due date, the Organiser may re-locate or cancel your Booking without notice to you. In the event of cancellation under this clause, the Organiser will refund any part payment of fees.

4.4 If you have agreed alternate payment arrangements in writing with the Organiser and you fail to make payments as required by that payment arrangement, the Organiser may re-locate or cancel your Booking without notice to you. In the event of cancellation under this clause, the Organiser will refund any part payment of fees.

4.5 You will not be permitted to enter the Site or the broader Event Precinct or set up for the Event unless and until your Site Fees have been paid in full.

4.6 The Organiser may recover unpaid Site Fees from you as a debt due and payable.

5. CANCELLATIONS

5.1 The Organiser may add, withdraw or substitute artists or vary advertised programs, performance times, venue, seating arrangements or audience capacity. Bookings will not be exchanged or refunded as a result of these changes, except as required by law (including the Australian Consumer Law).

5.2 Subject to the Australian Consumer Law and clause 5.3, refunds are not available due to a change in your personal circumstances, if the Booking was made by mistake, if you no longer want or need the Booking or external factors that are beyond the control of the Organiser.

5.3 Subject to clause 5.4, if you wish to cancel your Booking, you may do so at any time by providing written notice to the Organiser in which case you may be entitled to a refund as follows:

(a) if you cancel 8 weeks prior to the commencement of the Event, you will be entitled to a full refund;

(b) if you cancel 4 weeks prior to the commencement of the Event, you will be entitled to a 50% refund;

(c) if you cancel within 4 weeks of the commencement of the Event, you will not be entitled to a refund; and

(d) if you are a 'no show' during the Event, you will not be entitled to any form of refund.

5.4 Subject to the Australian Consumer Law, and the provision of these Terms and Conditions the Vendor acknowledges that:

(a) the Event may not be cancelled or rescheduled in the event of rain or inclement weather where in the opinion of the Organiser, the rain or inclement weather does not present an unreasonable risk to health and safety; and

(b) the entrant will not be entitled to a refund in the event that the Event is not cancelled or rescheduled due to rain or inclement weather; and

(c) a refund may not be issued if the Organiser cannot deliver the Event due to a Force Majeure.

5.5 A Vendor may apply in writing for, and the Organiser may consider, a refund if you are unable to attend the Event for personal reasons such as illness or injury, court summons, death of close family and where you provide satisfactory evidence of that occurrence showing it was not reasonably foreseeable at the time you made the Application.

5.6 Subject to the Australian Consumer Law, where the Event is:

(a) cancelled and where the cancellation is within the control of the Organiser and not as a result of a third party or natural cause you will be entitled to a full refund of the Site Fee;

(b) rescheduled, Bookings will be valid for the new date. If you notify the Organiser before the specified deadline (which will be a reasonable period from the time the rescheduled event date is announced) that you are unable to attend the rescheduled event, you will be able to cancel your Booking and obtain a full refund of the Site Fee. Failure to notify the Organiser by any reasonable specified deadline that you are unable to attend the rescheduled event will be deemed to be a reconfirmation of your Booking for the rescheduled event, and you will not be able to claim a refund as a result of the reschedule (unless required by applicable law including the Australian Consumer Law). For the avoidance of doubt, no refunds will be available until the new date is announced (which will be done within a reasonable time) to allow the Organiser time to make arrangements for the rescheduled event; or

(c) substantially relocated, your Booking will be valid (or if applicable, your Booking will be reissued) for the relocated Event unless otherwise advised by the Organiser. You are entitled to a full refund of the Site Fee if you cannot attend the relocated Event, provided that you apply for a refund within the period of time advertised or notified by the Organiser.

6. MARKET VENDOR AND FOOD VENDOR INFORMATION MANUAL

6.1 You will be issued with a Market Vendor and Food Vendor Information Manual at approximately one month prior to the Event which will detail installation (bump-in) and dismantling (bump-out) information, contact details, maps and other event specific information.

6.2 You must familiarise yourself with all aspects of the Market Vendor and Food Vendor Information Manual and associated documents and at all times comply with the rules, policies and procedures set out within.

7. SITE FOOTPRINT

7.1 When submitting an Application Form you must select a site size large enough to accommodate your entire set up (including ropes, awnings, vehicles, cold rooms, clothes racks, storage boxes, generators etc). If you are unsure of the site size you require, please contact the Organiser for assistance prior to submitting your Application.

7.2 If you arrive onsite and require additional space you may make a request to the Organiser, however it cannot be guaranteed.

7.3 If additional space is made available to you, additional fees will apply.

7.4 You must not occupy or use any space outside the boundaries of your nominated Site or encroach onto walkways, emergency exits or restrict access to other stalls with any items such as sandwich boards, clothing racks or displays etc.

7.5 You must, at your own expense, remove any items connected with your use of the Site that sit outside of your Site footprint immediately upon notice to do so from the Organiser.

8. TRADING HOURS

8.1 You must have your Site open, trading and staffed during the trading hours set out in the Market Vendor and Food Vendor Information Manual issued to you by the Organiser and you must not finish trading early unless advised by The Organiser.

8.2 You may not have your Site open or trading outside of the approved trading hours without prior approval from the Organiser.

8.3 No Market Vendors or Food Vendors will be permitted to trade outside of the overall Event hours.

9. SUB-LETTING AND PERFORMANCES

9.1 You may not assign, share or sub-let your Site or any part of your Site.

9.2 You may not employ, contract or program any performer or performance in the Event Precinct without prior written consent from the Organiser.

10. SITE RULES

10.1 If you conduct any activities pursuant to this Agreement at a EGC Site, you must at all times comply with any Site Rules relating to the EGC Site.

11. SITE PRESENTATION

11.1 You must maintain your site in a clean and tidy manner.

11.2 You must minimise waste and recycle wherever possible and practicable.

11.3 You must remove all rubbish from your Site as soon as practicable after it accumulates and no rubbish is to be left on your Site during the Event.

11.4 If your site is left untidy, the Organiser may charge you a cleaning fee and recover from you any costs the Organiser incurs in undertaking such cleaning. Used Cooking Oil (UCO) is classified as a regulated waste under Queensland Government legislation and must be disposed of correctly. Improper disposal of UCO constitutes a breach of the Environmental Protection Act 1994 (QLD) and the Environmental Protection Regulation 2019 (EPR 2019) and can result in fines and enforcement action by the regulator.

11.5 The Organiser may enter your Site at any time to remove any articles, signs, pictures or printed matter that are not permitted to be displayed or which are considered offensive.

12. PRE-ERECTED MARQUEE SITES

12.1 This clause 12 will only apply if your Booking relates to a "pre-erected marquee site".

12.2 The Organiser will provide you with the following:

(a) 3m x 3m enclosed Marquee;

(b) Electricity via 1 x 10 amp power outlet per 3m x 3m marquee; and

(c) 1 x pre-installed overhead light.

12.3 You must not use any generators in or surrounding the marquee.

12.4 You must provide your own furnishings such as signage, table, chairs as this will not be provided by the Organiser.

12.5 You acknowledge that there will be no access to running water from your Site.

13. BYO MARQUEE SITES

13.1 This clause 13 will only apply if your Booking relates to a "BYO marquee site".

13.2 If you are on a BYO marquee site, you must supply your own marquee which is of a professional standard and which will tolerate all weather conditions including strong winds and rain.

13.3 You must ensure your marquee is safely and securely fastened with weights or sandbags in compliance with weighting guidelines issued by the relevant marquee manufacturers, at a minimum 30kg per marquee leg.

13.4 You may not peg or use stakes to secure your marquee without the prior written consent of the Organiser which the Organiser may withhold in its absolute discretion.

13.5 You must secure all your goods and chattels at all times including before, during and after Event trading hours.

13.6 Marquees must remain on their allocated site for the duration of the Event.

13.7 The Organiser may remove a marquee that it deems not securely anchored or weighted.

13.8 The Market Vendor and Food Vendor is responsible for providing all their own furniture, signage and lighting.

13.9 Electricity is not included in any metered sites, but generators are permitted provided they are silent and placed at the back of your Site away from pedestrian traffic.

13.10 Any electrical leads and appliances you use must be tagged and tested.

13.11 You will have no access to running water on your Site.

14. FOOD SITES

14.1 This clause 14 will only apply if your Booking relates to a "food site".

14.2 If you have a food stall, it must be fully setup and operational before you commence trading.

14.3 Your food stall must comply with all applicable legislative requirements including those set out in the *Food Act 2006* and the Food Safety Standards.

14.4 As a Food Vendor operator, you must obtain a Temporary Food Business License or provide the Organiser with a copy of your current Queensland Mobile Food Business License issued under the *Food Act 2006* (Qld).

14.5 You must display your license in a prominent location on your Site so that it is visible for Council inspector's visits.

14.6 You will have no access to running water on your Site.

15. SITE USE OBLIGATIONS

15.1 You may only use your Site for the purpose specified in your Application.

15.2 You must exercise your rights and fulfill your obligations under these Terms and Conditions:

(a) in an safe, efficient, professional and timely manner;

(b) with due care, skill and attention;

(c) in compliance with all applicable Laws, regulations and codes;

(d) in compliance with any applicable approvals, licences, permits and consents; and

(e) in compliance with these Terms and Conditions.

16. CONDUCT

16.1 You acknowledge that as an official Market Vendor or Food Vendor of the Event, your conduct and the conduct of your Personnel and invitees will reflect on the Organiser and the Event and as such you agree to conduct yourself and ensure your Personnel and invitees conduct themselves at all times in a manner that reflects positively on the Event and the Organiser.

16.2 You must present yourself in a neat and tidy manner and be appropriately dressed at all times when in the Event Precinct.

16.3 You may not smoke anywhere in the Event Precinct other than areas specifically and clearly designated as Smoking Areas.

16.4 You must not do or omit to do any act or thing which would:

(a) hinder the Organiser's ability to prepare for, promote or deliver the Event; or

(b) be prejudicial to the image, brand reputation or goodwill of the Organiser or the Event.

16.5 When providing goods, services or samples to Event patrons, either for sale or at no cost, you must comply with all applicable laws, including but not limited to the *Australian Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1989* (Qld) or similar legislation in each State or Territory of Australia.

17. WASTE, RECYCLING AND SUSTAINABILITY

17.1 You must dispose of all rubbish that accumulates on your Site, including any packaging and cardboard boxes, as soon as practicable after it accumulates.

17.2 Site rubbish is your responsibility and must be taken offsite as there will be nowhere to dispose of this rubbish in the Event Precinct. This includes liquid waste which is classified as a regulated waste and must be disposed of in accordance with the Environmental Protection Act 1994 (QLD) and Environmental Protection Regulation 2019 (EPR 2019).

17.3 You must NOT use public waste bins for your Site rubbish.

17.4 Additional general waste bins, recycling bins and cardboard bins (these are different to the general public waste bins) will be provided in dedicated areas during the Event for public and general event waste only.

17.5 You must minimise waste and recycle wherever possible and practicable.

17.6 You must comply with all applicable laws in relation to single use plastic items and must not use or serve any of the following items:

(a) single-use plastic straws;

(b) single-use plastic stirrers;

(c) single-use plastic plates & bowls;

(d) single-use plastic cutlery; or

(e) single use expanded polystyrene takeaway food containers and cups.

17.7 When handing out or supplying items to Event participants, you may only use:

(a) biodegradable (compostable) serving products that meet Australian Compostability Standards AS 4736-2006 or AS 5810-2010, such as corn starch cutlery, wooden stirrers, or cardboard/paper products and where required biodegradable PLA drinking cups; and

(b) recyclable products for all food containers, milk, and juice bottles (used for food preparation – not available for sale), aluminium and steel cans.

17.8 You must not hand out, supply or make the following items available to Event participants:

(a) over-packaged single samples;

(b) plastic bags (only reusable bags must be handed out); or

(c) glass products.

18. ELECTRICITY

18.1 Any electrical leads and appliances you use must be tagged and tested and any electrical leads that are not tagged and tested will be removed from service; confiscated and returned at the end of the Event.

18.2 It is your responsibility to know your power requirements and to ensure that you do not overload any electricity that is supplied to your Site.

18.3 You must pay for or reimburse any losses or damage incurred by the Organiser as a result of you overloading the electricity supply to your Site.

18.4 You must not use double adaptors, however tagged and tested power boards are acceptable.

18.5 Electricity is NOT provided for "BYO Marquee sites" or "food sites" unless approved in advance by the Organiser and any associated fees are paid prior to the event in line with application payment dates. All connection fees will be provided to the vendor in advance of signing the vendor agreement.

19. COSTS, EQUIPMENT AND MATERIALS

19.1 Unless otherwise specified in your accepted Application Form or agreed in writing with the Organiser, you must provide all labour, materials, tools, supplies, goods, equipment, services, facilities, supervision and all other items required to exercise your rights and fulfill your obligations in relation to your Site hire.

19.2 You must provide all equipment necessary for you to exercise your rights and fulfil your obligations in relation to your Site hire and in respect of such equipment you:

(a) must notify the Organiser and specify the equipment that you intend to use and must comply with any requirements the Organiser may have in relation to the use or storage of the equipment;

(b) are solely responsible for the safety and security of the equipment;

(c) must ensure the equipment is free from all defects;

(d) are responsible for all costs associated with the use of the equipment including the cost of procuring, transporting, storing, installing and removing the equipment;

(e) must comply with any necessary licences or permits required to use the equipment lawfully; and

(f) use that equipment at your own risk and to the extent permitted by law release and indemnify the Organiser and its Personnel for:

(i) any Loss suffered by the Organiser and Personnel; and

(ii) from and against any claim which may be brought, made upon or incurred by any of them,

arising directly or indirectly out of your use of that equipment.

19.3 If the Organiser, or a third party on behalf of the Organiser, provides you with any equipment to use in connection with your use of the Site, you:

(a) use that equipment at your own risk;

(b) must only use the equipment for the purpose for which it was provided to you;

(c) must not modify the equipment without the Organiser's prior written consent;

(d) must, if applicable, pay any rates associated with the use of the equipment;

(e) are responsible for all other costs associated with the use of the equipment during the time it is provided to you including the cost of procuring, transporting, storing, installing and removing that equipment;

(f) must obtain and comply with any necessary licences or permits required in order for you to use the equipment lawfully;

(g) use the equipment at your own risk and to the extent permitted by law release and indemnify the Organiser and its Personnel from and against any claim which may be brought, made upon or incurred by any of them arising directly or indirectly out of your use of the equipment;

(h) are responsible for the safekeeping and security of the equipment during the time it is provided to you and must maintain it in good repair and must comply with any reasonable directions given by the Organiser regarding the safekeeping and security of the equipment;

(i) must immediately notify the Organiser of any loss of or damage to the equipment or any possible claim which may be made in relation to the equipment;

(j) must where there is any loss of or damage to any equipment in your care, either promptly rectify the loss or damage, replace the equipment or reimburse or compensate the Organiser for any loss of or damage to the equipment; and

(k) must promptly return the equipment when required by the Organiser;

(l) and except to the extent required by law, the Organiser makes no warranty or representation as to the condition, suitability, fitness for purpose or adequacy of any equipment.

20. DISMANTLE (BUMP-OUT)

20.1 During the bump-out period (which will be outside of festival trading hours) you must:

(a) vacate the Site and remove from the Site (and, if applicable, elsewhere in the Event Precinct) all of the property, equipment, materials and fitout that you brought onto the Site;

(b) make good any damage you caused to the Site (and, if applicable, to the Event Precinct) including make good of any damage caused by complying with removal requirements set out in clause 20.1(a);

(c) leave the Site in a clean state and condition and in the same condition as before installation (bump-in), with fair wear and tear accepted; and

(d) return to the Organiser any keys or access passes provided to you in connection with your use of the Site.

20.2 If you fail to comply with your obligations under clause 20.1 during the dismantle (bump-out) period, then:

(a) your interest in any of your property not removed will pass to the Organiser if a reasonable attempt to contact the owner during the bump out period has occurred; and

(b) any costs incurred by the Organiser in performing your obligations (including damage not considered fair wear and tear and/or to dispose of or remove property remaining on the Site or in the Event Precinct) will be recoverable from you as a debt due payable on demand.

21. INSURANCE

21.1 You must hold and maintain for the duration of the Event (including bump-in and bump-out) Public Liability insurance with a minimum of $10,000,000 cover and must upload a certificate of currency for this policy with your Application.

21.2 You must also hold and maintain all insurances which a responsible and prudent person would consider appropriate to fulfil your obligations under these Terms and Conditions including but not limited to insurance of your own property.

21.3 The Organiser maintains its own insurances, inclusive of public liability insurance, for its staff, property, equipment and effects, but these insurances do not cover Market Vendors or Food Vendors or their Personnel or invitees.

21.4 In respect of the insurances required under clause 21.1 and 21.2, you must:

(a) take out such insurances at your own cost and expense;

(b) ensure that the insurance policies are valid and enforceable at all times;

(c) take out and maintain the insurance policies with a reputable insurer;

(d) ensure the insurance policies note the interests of the Organiser and any other person reasonably requested by the Organiser from time to time;

(e) at all times comply with the terms of the insurance policies and not do or omit to do any act or thing that might result in any of the insurance policies being rendered void or voidable;

(f) upon request by the Organiser, provide evidence of any insurance policies and their currency (including certificates of currency, policy wordings, policy schedules and policy endorsements); and

(g) notify the Organiser in writing, as soon as practicable, of any occurrence, accident or incident related to the Event giving rise or likely to give rise to a claim under any of the insurance policies.

22. BREACH AND TERMINATION

22.1 The Organiser may cancel your Booking if you do not remedy a breach of these Terms and Conditions to the satisfaction of the Organiser within 24 hours (or another reasonable period determined by the Organiser) of the Organiser giving you notice of the breach.

22.2 The Organiser may suspend your access to the Site if:

(a) you fail to make any payment by the due date as advertised, in which case access will be suspended until the payment is made; or

(b) you fail to comply with any of your obligations in relation to your access to and use of the Site, in which case access will be suspended until the breach is remedied.

22.3 The Organiser may refuse to grant you access to the Site or the Event Precinct if the Organiser believes that such entry may have a material adverse effect on the Organiser or other Event participants.

22.4 If your Booking is cancelled by the Organiser, the Organiser may resell your Site to another vendor without notice to you.

23. INTELLECTUAL PROPERTY

23.1 You agree to provide the Organiser with logos and other Intellectual Property reasonably required by the Organiser to prepare for, promote and deliver the Event and you grant the Organiser a non-exclusive, revocable, non-transferable, royalty free and world-wide licence to use such Intellectual Property for that purpose.

23.2 You understand that, as part of the Event, photographs or audio or video recordings (Recordings) may be taken of you and your stall and you give unconditional and irrevocable consent for the Organiser to use the Recordings without restriction as to changes or alterations and disclose any personal information in the Recordings for any purposes associated with the preparation, promotion or delivery of the Event.

23.3 You agree that in relation to the Organiser's use of the Recordings pursuant to clause 23.2:

(a) you are not entitled to any remuneration, royalties or any other payment in respect of such use;

(b) you are not entitled to inspect or approve the Recordings or any changes or alterations to, or publication or reproduction of, the Recordings;

(c) the Organiser is under no obligation to use the Recordings in any particular way or at all;

(d) any use of the Recordings is made in good faith and is not intended to defame or offend you or damage your reputation; and

(e) the Organiser may assign or transfer the benefit of the release and consent given to any person.

23.4 You release the Organiser from any and all claims and demands arising out of or in connection with the making, collecting, retaining, storing, publishing, reproducing, changing, altering, disclosing or use of the Recordings, including any claims based on defamation, copyright, negligence, privacy or right of publicity.

23.5 In consideration of the Site Fee:

(a) you grant to the Organiser and its Associated Entities an irrevocable, non-exclusive licence to use your Intellectual Property Rights for the purpose of branding, advertising, promotional and marketing activities including but not limited to publishing any photographs, sound recordings or video recordings.

(b) you warrant that you have obtained consent from any Personnel who own, exclusively licence or otherwise have an interest in any Intellectual Property that is displayed by you in the Site, that such Intellectual Property may be licenced by the Organiser,

except to the extent that you have specifically notified the Organiser in writing.

24. RISK AND LIABILITY

24.1 You access and use your Site and the Event Precinct at your own risk and release to the full extent permitted by law the Organiser and its Personnel from any loss and all claims arising from any

accident, loss, damage, injury or death to any persons or property in or about the Site and the Event Precinct.

24.2 You accept and use the Site on an 'as is' basis and agree that the Organiser has made no warranty as to the fitness for purpose of the Site for your purposes and that you have made your own enquiries as to the fitness of the Site for the purpose for which you wish to use it.

24.3 You must pay for or reimburse the Organiser for any costs incurred by the Organiser to repair any damage or recover any Losses caused or contributed to by your use or misuse of the Site or the Event Precinct.

24.4 You:

(a) are fully responsible for the safekeeping of your property and for any Loss of or damage to that property;

(b) must comply with any reasonable request of the Organiser in relation to health and safety of persons and property within the Site and the Event Precinct;

(c) must not block any thoroughfare, including any stairs, steps, aisle, passage, entry or exits;

(d) are required to comply with all applicable legislation including the *Work Health and Safety Act 2011* (Qld);

(e) are responsible for taking reasonable care whilst at the Site and the Event Precinct; and

(f) shall report all accidents and incidents to the Organiser as soon as possible and in the event of an emergency follow the emergency evacuation procedures under the guidance of the Organiser's designated safety officers.

25. LIABILITY AND INDEMNITY

25.1 To the extent permitted by law, you and your personnel indemnify the Organiser and its Personnel from and against all Loss suffered by any of them and claims made against any of them or for which any of them may be or become liable in respect of or arising from or in connection with:

(a) your use or misuse of the Site or the Event Precinct (or that of your Personnel or invitees);

(b) the action, inaction or negligence of you or your Personnel;

(c) any breach of or failure to comply with these Terms and Conditions by you or your Personnel;

(d) the Organiser recovering any liquidated debts from you or your Personnel;

(e) the failure of you or your Personnel to comply with any laws, regulations, codes, licences, industrial awards, permits and the like;

(f) any act by you or your Personnel which causes, or may cause, prejudice to the professional status or reputation of the Organiser or the Organiser's Personnel;

(g) any act of you or your Personnel which makes void any part of any insurance policy of the Organiser;

(h) claim for breach of Intellectual Property Rights or moral rights infringement resulting from your failure to comply with clause 23; or

(i) breach of a warranty given by you or your Personnel,

except to the extent caused by the Organiser or its Personnel.

25.2 To the extent permitted by law and subject to the Australian Consumer Law, a party will not be liable for any delay in performing, or failure to perform, its obligations under this Agreement if such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from Force Majeure and that party has used all reasonable endeavours to minimise the Force Majeure impact on its ability to so perform.

26. PRIVACY

26.1 You acknowledge that any personal information contained within your Application will be entered into an Event database.

26.2 You agree that the Organiser and its key stakeholders may use information included in your Application for any purpose associated with the preparation, promotion or delivery of the Event or otherwise in accordance with the Organiser's Privacy Policy.

26.3 You agree that in relation to the Organiser's use of your information pursuant to clause 26.2:

(a) you are not entitled to any remuneration, royalties or any other payment in respect of such use;

(b) any use is made in good faith and is not intended to defame or offend you, damage your reputation or infringe on your privacy; and

(c) the Organiser may assign or transfer the benefit of the release and consent given to any person.

26.4 If you wish to update your details or you do not wish for your details to be used as contemplated by this clause 26, you should make a request in writing to: festivals@experiencegoldcoast.com

26.5 Any request to update, modify or delete your details will be facilitated in a timely manner

27. PUBLICITY

27.1 You must not make, publish or broadcast any public announcement or comment (including via social media) about or concerning the Event, your use of your Site, your relationship with or the affairs of the Organiser if that announcement or comment is or might be considered:

(a) prejudicial to the image, reputation or goodwill of the Organiser or the Event;

(b) prejudicial to the successful staging of the Event or the affairs of the Organiser;

(c) threatening, aggressive, abusive, dangerous or destructive;

(d) discriminatory, religious, racial, political or homophobic; or

(e) foul or abusive.

27.2 Upon request of the Organiser, you must promptly take down, delete, retract or remove any announcement or comment made, published or broadcast by you or on your behalf that the Organiser considers is in breach of clause 27.1 or otherwise does not align with and support the good reputation and image of the Organiser or the Event.

28. MISCELLANEOUS

28.1 Except as otherwise set out in this Agreement, the Organiser may accept or reject an Application under these Terms and Conditions in its absolute discretion and subject to any conditions determined by it and is not obliged to give its reasons for giving or withholding consent.

28.2 These Terms and Conditions are governed by the Laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

28.3 If a clause or part of a clause of these Terms and Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions are not affected and continue as if that part was intended to be removed from these Terms and Conditions.

28.4 Nothing in these Terms and Conditions seeks to exclude or limit the Organisers liability which cannot be excluded or limited by law (including, without limitation, the Australian Consumer Law).