



The Spirit of The Planet Festival Terms and Conditions for Food Vendors and Children’s Entertainment/Activity Vendors.

Thank you for applying for a Site for The Spirit of The Planet Festival Dubbo 2018.

Please read the following terms and conditions carefully when completing your booking form.

For the purpose of this Document, “Vendors” refers to all Food & Children’s Entertainment/Activity Vendors.

Throughout this document the following acronyms will be used:

1. TSoTP-Man = The Spirit of The Planet Festival Management
2. TSoTP-BkF = The Spirit of The Planet Festival Vendors Booking Form
3. TSoTP-MC = The Spirit of The Planet Festival Market Contacts
4. TSoTP-3day = ALL Vendors who book a 3 day package
5. TSoTP-HrR = Hourly Rate Market Stallholders
6. FWP = Festival Welcome Pack

Booking Form

To obtain a booking form, register in the **Market Stall** Section on the website by filling in your name, phone and email address. Once registered an email with “The Spirit of The Planet Festival Food Vendors and Children’s Entertainment/Activities Booking Form” and a copy of these T&C’s will be emailed.

Vendors who previously registered their interest through the website, will be sent a booking form via the email that they registered with online.

Read and Complete all applicable fields and return to us via:

Email to: info@thespiritoftheplanetdubboaustralia.com
OR

Post to: The Spirit of the Planet Festival Market Contact
79 Cobbora Road, Dubbo, NSW, 2830

All Vendors must have current Public and Product Liability Insurance (further details below) and a copy MUST be supplied with your booking form. Site Selection is to be made at the time of booking. Sites will be confirmed via email, once payment is received. ALL stalls are to be paid for in full at time of booking unless an instalment arrangement is made. Confirmation of payment received will confirm your booking and secure your Festival Site.

Venue: Dubbo Showground

Corner of Fitzroy Street
and Wingewarra Street,
(Entry via Wingewarra St).

Once inside the gates, proceed around to the right of the race course, to the security check point, to be directed to your stall.

Trading Hours:

Friday: 4:30pm – 11:30pm (7hrs)

Saturday: 10:30am – 11:30pm (13hrs)

Sunday: 10:00am – 3:00pm (5hrs)

Totalling 25 Hours of Potential Trading!

Where it is found, through TSoTP-Man checks, that the incorrect amount has been paid for a site, TSoTP-MC will phone and/or write to you, to discuss this. If it is agreed there is an outstanding amount, the site will be secured for 2 weeks (14 days) allowing for final payment to be made. Should final and total payment not be received within this timeframe, your stall allocation will no longer be secured, and a new site will be allocated once full payment is received.

Festival Communication and Information Dissemination:

Festival Welcome Packs (FWPs) will be handed out when you arrive at the festival either at the security check point, at our stall or as part of induction (dependent on Vendors arrival on site). FWPs will include all necessary information and paperwork for the Festival weekend.

Information relating to Vendors will be disseminated via email, social media and/or phone during the lead up to the festival. During Festival Markets days and Festival times information will be communicated in person; during inductions; in your FWP; direct verbal communication, by phone and/or in writing and left at your stall site for viewing.

Vendors Sites include:

Single Sites Measure 3m x 3m with booking options including under 3x3m, 3x3m, 4x3m, 6x3m & 9x4m Security/Site monitoring is available for the duration of the festival for TSoTP-3-day, including overnight and when the festival is closed. Set up your stall and leave it set up for the whole weekend.

Minimum 2 weeks prior notice MUST be communicated in writing to TSoTP-MC if wanting to vacate the festival site, outside the allotted time frames, as arrangements with security, volunteer services etc must be arranged. You may pack up your stall and not trade, however your stall will still not be monitored unless a specific request is made, via our paper form (included in your Festival welcome pack, which you will receive on arrival). Prior to leaving your stall unattended, you MUST ensure that you have confirmation in writing from TSoTP-MC and/or security, have consented in writing, to monitoring your stall.

TSoTP-3-day Vendors can shut and Leave their stall throughout set times of the festival (included in the FWP) and have a break, explore the festival and know your site is safe and secure, as 3-day Vendors have the option to shut their stall for 2 breaks (of up to 1 hour) on the 13hour trading day (Saturday 1 December) and leave it under security/monitoring (as long as it is arranged and approved with security, via the paper booking form (included in the FWP)

Bump-in & Bump-out: (Setup/Pack up Times)

Friday: In-1:30pm-4:30pm Out-11:30pm-1:30am
Saturday: In-7:30am-10:30am Out-11:30-1:30am
Sunday: In-7:00am-10am Out-3:00pm-6:00pm

Friday and Saturday bump-out times only apply to Hourly Rate Vendors or 3-day Vendors leaving before the completion of the festival.

ALL Vendors MUST be off site by 6pm Sunday.

For the duration of the Festival Bump-in occurs for 3hrs prior to the festival start time and 2 hrs after the festival closes at 11:30 pm and 3hrs Sunday to Bump-out.

ALL Vendors must be onsite minimum 1.5 hours prior to start times as cars cannot be driven into the festival site after this time.

Further induction will occur as you arrive on-site, and/or group induction (for those arriving around 1.5 hours prior to start). Induction will occur 45 mins-1 hr prior to each start time for new Vendors.

Should you arrive outside this time (without prior notice) and fail to be inducted, you may forfeit your stall and will not be eligible for refund.

ALL Vendors must have products/wares etc unpacked (all boxes, rubbish, etc packed away) 15mins prior to the festival start times. You may continue to set up your products/wares during the festival running times however, all waste and rubbish, storage boxes and any other resources/materials etc used in the transport, storage and/or set up of your items, must remain out of site to festival participants.

Vendor Requirements Rules and Regulations

Once your site has been paid for, an email confirming successful application will be sent. Further emails will also provide further Vendor information including but not limited to: Festival times and instructions, map and your site number, security information and updates.

Please read your site letter carefully, as it contains important information you will need to know.

We supply only the site and power/waste removal, at a cost. You are required to **bring all setup equipment**, tables, chairs, gazebo's etc. We do not provide this equipment, unless a direct/specific request is made in writing. We will endeavour to meet requests to provide equipment requests (at a cost to the stallholder) however there is no guarantee/promise that TSoTP-Man, will be able to meet all requests. It is up to the sole discretion of TSoTP-Man as to approval/fulfilment of all requests.

Only Silent Generators are allowed to be used at the festival and must remain with your allocated site space. Extra Fuel (including quantity) must be advised via email or at the security checkpoint at bump-in times. Options for refuelling can be made available at a negotiated price. Please enquire in your email when sending your booking form. If Generators do not meet the standards set as silent, you will be unable to use it at the Festival and must pay for usage of power provided by TSoTP.

We have situated the markets within the heart of the festival, around the "Main Stage" (see Map), due to the fact that several market stallholders gave feedback, that they wanted to be a part of this festival, and not be isolated in a separate market pavilion. After each "Main Stage" performance, the Traditional Indigenous groups will come off the Main stage and walk through the market stall area for photo opportunities, leading the crowds back to through the stalls after each main performance.

Live "Main Stage" performances (of 45mins to 1 hour) will occur every 2-4 hours and 3-day Vendors may choose to continue trading during these performances or step away from your stall and immerse yourself in the festival; or have the chance to have a meal or bathroom break. Your stalls will be covered by security IF and ONLY IF, you have: completed the paper work (located in your welcome pack which you will receive on arrival at the festival) and alert security prior to leaving your stall.

Any further information regarding security and approval may be provided via email prior to the festival, in your welcome pack and/or during daily festival induction. TSoTP-Man reserves the right (due to availability of volunteer support) to change the security and monitoring availability of stalls.

Site selection will be allocated once payment is received into The Spirit of the Planet Indigenous Corporation Bank Account. Sites will be allocated on a "first in best dressed basis". Should you not select a stall at the time of booking, one will be selected for you by TSoTP-Man. Not selecting a site location could hold-up confirmation of your booking. Please refer to the booking form to complete this section prior to submitting your application.

Stalls are located outside and undercover however there are also openings to the weather around top sections of some walls. You may choose to trade inside with or without your gazebo, as long as it fits within your 3m x3m site and does not spill over (including items hung/displayed on your gazebo) into the next stall. Your stall must remain within the allocated space at all times, as per your site booking. All overhang of vehicles, vans, machines etc must fit within your purchased site space.

Food Vendors or Children's Entertainment Vendors can only be located in the market stall area if they trade using a table or trailer and must not have a van or generator (table/small trailer only). These inside Vendors must utilise the power provided by the Festival. Food must also be pre-prepared and not cooked using equipment in this Market Stall area. Food can be heated and stored in warmers etc in 'Main Stage' Market Area.

All other Food Vendors will be allocated in the 'Food Stalls' Area, just outside the "main stage market area" (see map). If you are unsure whether you qualify to be in the 'Main Stage Market Area', please send an email seeking further clarification. Should you require an undercover area, please email us.

All Children's Entertainment/Activities are situated in the "Kids Area" (see Map). ALL Food & Children's Entertainment Vendors wishing to be in this area should write "kids area" in the stall preferences below.

TSoTP-Man will endeavour to meet site selection however reserve the right to allocate, based on the best interest of the festival and/or Vendors and market stallholders to allocate you to an area more suited to you or the festivals desired structure and set up.

Where possible TSoTP-Man will attempt not to duplicate stalls, so get in early to make sure you do not completely miss out! Stalls may have an overlap of wares/produce to support and ensure ethical and equitable sales of products/wares.

Upon arrival, as soon as Vendors are shown their site, they must unpack their vehicle and immediately move it to the designated stallholder/Vendor parking area (or subsequently park at your own risk). Vehicles must be moved prior to setting up gazebo's, Van's, stalls etc. No vehicle will be allowed in the festival site 1.5hrs prior to the daily festival start time.

All Vendors can arrive 3 hrs prior to festival start times for bump-in. ALL stallholders must be on site, minimum 1.5 hrs before the festival start times.

Induction will occur as you arrive and/or within 45 mins to 1 hour, prior to the start time each day (for new stallholders). You must attend induction to be able to hold your stall, unless prior arrangements are made in writing with TSoTP-Man.

ALL emergency exits, and public clearways are NOT to be obstructed or blocked at any time, including stall set-up, by your stall or for the duration of the festival (including bump-out times).

Vendors who are not staying for the duration of the 3 days, must be vacated no later than 2 hours after the conclusion of each day. You may pack up your stall prior to closing time, but you are not permitted to remove your

items from the stall site until the festival has concluded unless prior approval is obtained in writing from TSoTP-Man. Please ensure you email us as we will need to allocate bump-in and bump-out times, as Cars cannot be driven into the festival site from 1.5 hours prior to festival trading opening and 30 mins after closing NOR can bump-in or bump-out occur during "Main Stage" Performances.

Festival Requirements-Saturday Whole Day and Hourly rate Vendors only:

Vendors who book by hourly rate or Saturday rate, will be given last priority to a site, as ALL 3-day bookings will receive site allocation before hourly applicants are confirmed.

Please be aware, even if you book a stall at an hourly rate/Saturday rate, you may not be guaranteed a place and may be refunded any time up until the 21st November. Hourly Rate and Saturday Whole Day stalls MUST start at the set festival start time for each day and trade for a minimum of 5 hours each day.

Bump-in/out times remain the same for Hourly Rate and Saturday Whole Day Stalls, as for all Vendors, unless otherwise organised. There are no other allocated starting times, unless there is valid reason put in writing and your request is approved by TSoTP-Man.

TSoTP-Man have the sole discretion for making all decisions regarding the Vendor start times, location and allocation, to ensure decision are always based in the best interest of the festival, corporation and participants.

If booking Hourly Rates for Saturday and finishing before the festival end time (11:30pm), you will need to email TSoTP-Man to make arrangements for bump-out, as cars are NOT allowed to be driven on site throughout the duration of the festival. You will be responsible for moving your own items off site and may be required to walk over 150m to your car during this time.

You must pay per hour for the time you and/or your items/products are in the stall, regardless of whether you are selling or not. You cannot pack up and leave your products/wares at the site unless you have paid for the 3-day festival or have paid in advance per hour for the time you wish to remain in the stall site.

Hourly/Saturday Whole Day rate stalls do not cover security and monitoring for your stall and cannot leave their stall set up and unattended unless you choose to do this at your own risk. Overnight hourly rates cover security and monitoring of your stall, from the festival close time until 1.5 hours prior to festival start time. If you do arrive by the required time (1.5 hrs prior to the festival starting) your products/wares will not be monitored as security is required else-where at this time. There is no change in price for booking a double site at an hourly rate or Saturday whole day rate, the same fees apply per 3m x 3m site.

Bookings, Applications and requests

Acceptance and non-acceptance of applications will be at the sole discretion of TSoTP-Man and will be based on the information given by the Vendor on their booking form, meeting the approved Product criteria, quality, product distribution, diversity (market mix) and availability. Management reserves the right to reject

bookings, applications and requests and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by management are final. Stall rental and stall positions is totally at the discretion of Management.

TSoTP-Man has the discretion to withdraw an application at any time with or without written notice. Should an application be withdrawn prior to the festival, all stallholder fees will be refunded. Sites cannot be transferred, franchised or sold to any other person, however may be sublet jointly or shared if a request is made to TSoTP-Man and approval is granted in writing.

Use of images, videos and social media.

Upon applying for a stall, Vendors agree (by ticking the booking form) that some or all images that they supply can be used to promote The Spirit of The Planet Festival Dubbo, current and future events.

Vendors must only provide images that are their own or have copyright thereof.

Vendors must also agree that they will exercise good judgement and always be respectful and courteous to The Spirit of The Planet Festival Dubbo 2018, fellow stallholders, Vendors, volunteers, management, participants and customers on all platforms of social media, and in all communications, interactions and correspondence in the lead up to, during the festival and/or regarding the festival. Should an application be withdrawn during the festival due to misconduct or inappropriate behaviour all monies will be forfeited.

Approved Products

Our markets focus on products designed and/or made by the stallholder, with preference given to Australian and homemade/self-made products.

Counterfeit products and products not of standard with codes and regulations will not be tolerated, and monitoring will take place throughout the festival period. Any products that are deemed inappropriate (eg: discriminatory or offensive) by TSoTP-Man will NOT be considered for sale and will be removed from your stall.

It is the responsibility of the Vendor to ensure they conform to any safety and compliance standards pertaining to their product as per government legislation. It is not the responsibility of TSoTP-Man to ensure that you, your stall and products/wares are covered by the right level of insurances (Public and/or Product). This is the responsibility of each individual stallholder.

Wherever possible Vendors will not be duplicated however, The Spirit of The Planet Festival Dubbo 2018 Management committee reserves the right to make decisions based in the best interest of the festival, in particular when making decisions to cater for the needs of participants (eg 2 bbq vans might be approved). All products and stall presentation must be of a high standard.

NB: ALL sales of Canned and bottled Drinks, Poppers, Water is done by the festival. No Vendors are approved to sell prepacked or pre-purchased drinks of this kind. Only homemade and variety drinks (eg tea, coffee,

milkshakes, frozen drinks, squeezed juices etc) will be approved for sale. Items sold must not be in Glass (unless removing it and not using it at the festival site, as the showground bans the use of glass). Approved glass includes those items that Vendors use within the making of their products, however no items sold must utilise glass.

Fees & Insurance

Stall fees are outlined in the booking form.

Fees must be paid by due dates set by TSoTP-Man and failure to pay the stall fee on time is a breach of these regulations and all bookings will not be processed until such time as payment is received.

Registered Vendors must be in attendance during the market trading times as advertised for The Spirit of The Planet Festival Dubbo 2018. Vendors must be in the market area 1.5 hour prior to market opening hours for set-up and induction and ready to trade at the commencement of the trading hours and must continue trading until the market closing time.

ALL Vendors must remove their vehicles from the festival site 1.5 hours (1 hour and 30 minutes) prior to the commencement of the market trading hours. Registered Vendors may apply on their booking form and in writing to TSoTP-Man, to have a family member or employees' man their stall. Approval will only be considered if the persons manning the stall have a degree of knowledge of the product and are of an age considered by law to work as a sole trader in Market Stalls.

Please ensure you check with www.fairtrading.nsw.gov.au if you are unsure of your requirements for managing your Market Stall and Vendor service. Some requirements vary dependent on what products/wares you sell and thus it is the responsibility of the stallholder to ensure that they meet the requirements as set out by legislation for running a market stall based on the product they sell. This is not the responsibility of TSoTP-Man., nor to management hold any responsibility for the Vendors failing to hold the correct cover.

Notification of non-attendance is required to allow offering of these sites to Vendors who've missed out, Not-for-profit services, or hourly rate Vendors. No refunds/credits will be given or considered 7 days before market days.

Copying the ideas and work of other stallholders may be in breach of creative copyright and is not in the spirit of the Festival. Any grievances must be in writing and will be investigated by TSoTP-Man.

Raffle tickets may not be sold during the festival, unless all proceeds are donated to The Spirit of The Planet Festival Dubbo 2018, through The Spirit of the Planet Indigenous Corporation.

Products and Produce MUST be clearly labelled with prices and if required by law ingredients. Prices MUST not increase over the duration of the festival, however discounts if applicable can be applied. Vendors being found to trade unfairly and increase prices will be removed from the Festival and lose the opportunity to

trade and will forfeit their site fee and NOT be refunded. Products and produce with faults must be clearly labelled and sold as seconds.

Public and Product Liability, Insurance and other Warranties and Certificates

Public Liability is a requirement and ALL Vendors/stallholders must have in place a **PUBLIC LIABILITY** policy with a minimum of \$10million cover in the Vendor's name.

A copy of the insurance certificate of currency must be supplied to management before the Vendor may trade at the festival. It is the responsibility of the Vendor to ensure that the insurance is renewed and remains current for the term that the Vendor undertakes trading activity at The Spirit of The Planet Festival.

It is a strict requirement that Vendors must have in place a **PRODUCT LIABILITY** policy with a minimum of \$10million cover in that Vendors name.

Vendors who offer for sale any of the following products (or similar items): Second hand electrical goods and/or toys, Cosmetics and beauty products, and any other body and hair/skin products or services, Any Food and Beverages products or services, Medicines, potions, oils, fragrances and soaps, Massage, manipulation of muscle, chiropractic, allied health, alternative health, healing or similar, **agree that they understand and hold the required level of liability and coverage that is required for the sale of their product and that TSoTP-Man does not hold liability with regard to this.**

TSoTP-Man holds no responsibility for liability where the Vendor has failed to have to appropriate cover and insurances for their Stalls.

A copy of this certificate of currency must be supplied to management before the Vendor may trade at the festival. It is the responsibility of the Vendor to ensure that the insurance is renewed and remains current for the term that the stallholder undertakes trading activity at The Spirit of The Planet Festival.

Cancellations and Refunds

Notification of non-attendance is required. If no notification is given then the booking will be cancelled and any monies paid, will not be refunded.

A full refund will only be paid or credited back to the stallholder providing that more than 14 days' notice is given in writing, with legitimate reasoning.

NO refunds are given for cancellations that occur with less than 14 days' notice of the Festival start time, or for cancellations received on festival market days.

Management is not responsible for adverse weather conditions so there are no refunds for this reason. Markets will operate in varying weather conditions and Vendors must be prepared for adverse weather. **HEAT POLICY:** At the discretion of Management, the market may closer earlier if conditions deem this necessary.

If a CODE RED DAY is called by TSoTP- Man, then the market will NOT operate that day.

Vendors may pack up their stall due to adverse weather conditions but may not leave unless permission is given by Management.

No refunds/credits are given for the cancellation of markets and/or reduced trading hours on market days due to adverse weather conditions, or other unavoidable adverse reasons outlined by TSoTP-Man.

Management will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from adverse weather conditions.

Occupational Health and Safety

Vendors must drive within the market area at a safe speed that is no greater than 5 km/hour.

Vehicles are not permitted to move within the market area 1 hour and 30 minutes (1.5 hrs) prior to the festival start times and 30 minutes after the markets advertised closing times.

As advertised to the public and in the interest of health & safety, stallholders DOGS are not permitted at market venues or within market area.

Smoking is not permitted at any Vendor/stallholder site or any other area of the festival, except for the designated smoking areas.

Waste and Rubbish Removal

Vendors are required to remove their own rubbish and waste from their immediate stall location unless you opt to pay for Rubbish removal on a daily basis.

Boxes & cartons must be removed from market area.

Failure to do so may result in an imposed levy.

The waste bins provided at the markets are for the general public use ONLY

Vendors are responsible for leaving their site and surrounding area clean, tidy and undamaged and in the way it was found when they arrived.

Stall Set-up and Equipment

Vendors must provide their own covers and stall set-up which must be good in presentation.

Management do not provide any stall equipment, they only provide site area, unless a special request is made in writing (see previous T&C's relating to these requests)

All stall equipment including racks, tables, signage etc must be contained to the stall site boundaries. Public access ways must be clear at all times.

Vans, Tents, covers and all stall equipment must be erected securely and weighted or secured at all times regardless of the weather.

All equipment must be in good repair and be operated in a safe manner and tested and tagged as per requirements of law. It is the responsibility of the Vendor not TSoTP-Man to check currency of electrical tagging.

ALL Food stalls

It is the Vendors responsibility to apply to the local Shire/council (Health and Environmental Services department) and obtain and pay any registration required, including but not limited to Product Liability. Food stallholders must comply with any local, state & federal health regulations and food acts.

Failure to comply with health department standards and regulations may result in immediate closure of stall and future stalls may only be reinstated once Management are satisfied all standards and regulations have been adhered to.

All food/drink samplings offered to patrons must be covered and protected from dirt/dust/insects and not serviced in/with glass.

Power/Gas Equipment

Power is available at \$80/ day or negotiable (Via email with TSoTP-MC) dependent on power usage/outage. Powered sites may vary the location of your stall dependent on how the Dubbo Showground can finalise the set-up of power. Power outlets may only be used with the permission of TSoTP-Man as long as the Vendors has the required insurances, and certificates.

Vendors must ensure that all electrical equipment and leads be tagged in compliance with relevant workplaces regulations.

Vendors must ensure that all gas appliances are approved and in date.

Vendors using gas/electrical appliances must have a suitable fire extinguisher or fire blanket on site.

It is the responsibility of the Vendors to ensure they conform to any safety and compliance standards pertaining to their equipment.

Vendors using gas/electrical MUST inform TSoTP-Man as your site allocation may be affected dependent on the level of gas usage and ventilation required. TSoTP-Man reserves the right to relocate an allocated site should it pose a risk to the Festival, participants, stallholders and/or any other persons and property.

Camping

Camping is available at \$40/site per night, at the Dubbo Showground. You can apply to have 1, 3 (or even 10) people work in your stall, however Maximum of 2 people/camp site at any one time. Please report to a Festival Manager or Allocated Volunteers at the Festival prior, to setting up your camping site. Induction and allocation are required prior to setting up or camping at the showground. Limited power available in camping areas and will be allocated in order of approved bookings.

Vendors Code of Conduct and Responsibilities

Vendors must respond co-operatively to any direction given by TSoTP-Man in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature. Vendors must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so it will not be tolerated and will result in immediate termination. Vendors must ensure that their activities do not endanger the safety or security of any people at Markets.

Vendors must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to market site property and that, if any damage is caused, the costs of any repairs, making good or replacement are the responsibility of the Vendor. Vendors must comply with all the terms contained in these regulations and must comply with any changes to the market regulations, or any relevant local government and other statutory laws & regulations. Vendors must report to Management any incident or accident to any

person or property that involves loss or could be expected to give rise to a claim.

Warranties & Representations of Vendors

TSoTP-Man permits the Vendors to attend the Festival market in reliance on the following warranties and representations hereby made by the Vendor:

The Vendor is the owner of the approved products with full power and capacity to sell absolute legal and beneficial ownership of the approved products to a third party without any encumbrance.

The Vendor is not in reliance on any representation or statement made by Management that is not expressly contained in these regulations. The Vendor is responsible for obtaining all relevant permits and permits required to operate the Vendor's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force; The Vendor does not bring into the market any hazardous materials or substances; and The Vendor will comply with all of the terms contained in these regulations and booking form and will comply with any changes to the market regulations, or any relevant local government and other statutory laws and regulations as they may change or update.

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

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

These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies. Certain legislation may imply warranties or conditions or impose obligations on Management which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The limitation provisions are subject to these statutory provisions. In particular, if the statutory provisions apply, TSoTP-Man liability is not limited, in the case of any legislation that prevents any limitation the Management's liability or, if the legislation does permit a limitation of liability, Management's liability is limited to the cost of Management refunding the stallholder fee.

Vendors Indemnity

Without limiting the generality of any other provision of these regulations, the Vendor hereby indemnifies and holds Management harmless from and against all claims for Loss arising in connection with or in relation to:

The Vendor's occupation of the market;
The sale or attempted sale of the approved products or any other products or services;

Any injury or harm suffered by the Vendor;
Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Vendor;
Any loss of or damage to the Vendor's property regardless of the cause of that loss or damage;
The death of any person of a consequence, in whole or in part, of any act or omission by the Vendor;
Any breach of these regulations by the Vendor; or
Any legal costs on a full indemnity basis incurred by Management as a result of the Vendor's breach of these regulations.

Exclusion of Liability

The Vendor acknowledges and agrees that TSoTP-Man makes no warranty or representation in relation to or in connection with the Vendor's occupation or use of the market.

Without limiting the generality of this clause, the Vendor acknowledges and agrees that TSoTP-Man has made no warranty or representation in relation to or in connection with:

- The prospects of the Vendor for selling the approved products at the market;
- The Vendor's access to people visiting the market or the access those people have to the Vendor;
- The existence, number or quality of products that will compete with the approved products for the attention of prospective buyers;
- The existence or extent of services and/or facilities of any kind at the market;
- The position within the market that the Vendor will occupy;
- The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
- The extent, if any, to which other visitors to the market might interfere with the Vendor's use of the market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by Management;
- The existence or extent of any security measures undertaken to protect the Vendor, the approved products and/or the market against terrorist or other criminal activity; or
- The existence or extent of any security at the market;

Management's Representations

TSoTP-Man consents to the Vendor attending the Festival Market but does not convey to the Vendor any ongoing rights in relation to any future Festival markets and such approval can be terminated by TSoTP-Man in the lead up to and/or during the festival, or at any time, in writing and without any period of notice. Management reserves the right to undertake any of the following actions without notice:

- Re-locate a Vendor to another stall within the market.
- Require the Vendor to remove from sale any goods or services offered by the Vendor which are not approved products; or
- Request that the Vendor undertake any reasonable measure which in the opinion of Management will

improve the safety of the stall or to raise the level presentation of the stall and its products.

Termination

Management reserves the right to withhold consent to a Vendor to have removed from the market, a Vendor who is in breach or does not comply with the regulations, including where a Vendor:

- Fails to abide by the markets set up or pack up conditions and trading hours;
- Fails to abide by the terms and conditions of the market's rules and regulations;
- Commits a criminal act at the market; or
- Behaves in a manner that breaches the market's Code of Conduct.

Social Media Policy

The Spirit of The Planet Festival Dubbo 2018 social media policy relates to all social media channels used under the The Spirit of The Planet Festival Dubbo 2018 brand, including Facebook, Twitter, Instagram, YouTube and any other digital sites being operated by The Spirit of the Planet Indigenous Corporation, TSoTP-Man on behalf of The Spirit of The Planet Festival Dubbo 2018. This policy exists in order to inform and explain all relevant information and details regarding the expected behaviour of stallholders using and connecting with The Spirit of The Planet Festival Dubbo 2018 social media channels. This policy covers personal as well as business accounts.

Vendor's must not post a comment or content which is, or could reasonably be considered to be: unlawful, discriminatory, vilifying, menacing, harassing, offensive, threatening, stalking, violent, obscene, defamatory, infringing of intellectual property rights, misleading, false, deceptive, fraudulent or spam.

Vendors must not communicate anything that might damage The Spirit of The Planet Festival's or Corporations reputation, brand image, commercial interests, or the confidence of our customers. The Spirit of The Planet Festival Market stallholders must refrain from airing their grievances, negative opinions and/or views on contentious public issues on The Spirit of The Planet Festival Dubbo 2018 social media pages or posts. TSoTP-Man at any time may, in its absolute discretion and for any reason, delete any comment posted on its Facebook, Youtube or Instagram channels.

All Vendors are welcome to post on the event pages of markets they are attending to promote their stall. All Vendor are welcome to tag The Spirit of The Planet Festival Dubbo 2018 in posts advertising their stall, products and/or attendance at markets. We may share these posts, referencing your business account when doing so. This policy does not apply to Vendor's personal use of social media where no reference is made to The Spirit of The Planet Festival Dubbo 2018 and/or such usage has no connection to The Spirit of The Planet Festival Dubbo 2018 or the events The Spirit of The Planet Festival Dubbo 2018 run.

The Spirit of The Planet Festival Dubbo 2018 reserves the right to cancel any future bookings of a Vendor who is in breach or does not comply with the Social Media Policy