



The Spirit of The Planet Festival Market Stallholders Terms and Conditions.

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

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

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 Market Stalls Booking Form
3. TSoTP-MC = The Spirit of the Planet Festival Market Contacts
4. TSoTP-3day = ALL Market Stallholders who book a 3 day package
5. TSoTP-HrR = Hourly Rate Market Stallholders
6. FWP = Festival Welcome Pack

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!

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 Market Stalls Booking Form" and a copy of these T&C's will be emailed. Stallholders 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 stallholders must have current Public 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 in writing via email, once payment is received.

ALL stalls are to be paid for in full at time of booking. Confirmation of payment received will confirm your booking and you will be allocated your Festival Market Site.

Where it is found, through TSoTP-Man checks, that the incorrect amount has been paid for a stall, 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 what time stallholders arrive on site during bump-in). FWPs will include all necessary information and paperwork for the Festival weekend. Information relating to Market Stallholders 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.

Stallholder Sites include:

- Single Sites Measure 3m x 3m. Double Sites measure 6m x 3m.

- 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 Market 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 stallholders can shut and Leave their stall throughout set times of the festival (Main Stage Performance Times, included in the FWP) and have a break, explore the festival and know your site is safe and secure, as 3-day stallholders have the option to shut their stall for every main stage performance 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 stallholders or 3-day Stallholders leaving before the completion of the festival.

ALL stallholders 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 stallholders 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 market stallholders.

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 stallholders 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.

Stallholder Requirements Rules and Regulations

Once your site has been paid for, an email confirming successful application will be sent. This email will also provide further Festival Market Stall 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.

We have located 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 stallholders can choose to continue trading during these performances; 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. Your stalls will only ever be covered for the duration of the Main Stage show for up to a maximum of 1 hour (please ensure you are back at your stall as groups exit from the main stage). 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 undercover however there are openings to the weather around top sections of the 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 3m x 3m or 6m x 3m allocation at all times, as per your site booking.

TSoTP-Man will endeavour to meet site selection however reserve the right to allocate, based on the best interest of the festival and/or 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 Stallholders are shown their site, they must unpack their vehicle and immediately move it to the designated stallholder parking area (or subsequently park at your own risk). Vehicles must be moved prior to setting up gazebo's and stalls. No vehicle will be allowed in the festival site 1.5hrs prior to the daily festival start time.

All stallholders 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).

Stallholders 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 Stallholder 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. Stalls 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, stallholders 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. Stallholders must only provide images that are their own or have copyright thereof.

Stallholders 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, 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 made designed and handcrafted materials.

All stalls must fit onto one of the markets categories, however we may also take other products on a case by case basis that offer a product mix that market managers deem to be in keeping with the style of the spirit of the planet festival.

Counterfeit products will not be tolerated, and monitoring will take place throughout the festival period.

Any products (handmade, imported or manufactured) 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 stallholder 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 market stalls 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. All products and stall presentation must be of a high standard.

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 stallholders must be in attendance during the market trading times as advertised for The Spirit of The Planet Festival Dubbo 2018. Stallholders 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 Stallholder 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 stallholders 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. 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.

Notification of non-attendance is required to allow offering of these sites to stallholders who've missed out, Not-for-profit services, or hourly rate stallholders.

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 with faults must be clearly labelled and sold as seconds. Second Hand goods must be tagged and checked as per regulations and all MUST hold minimum \$20million Public Liability and \$20million product liability insurance should you wish to trade.

Public Liability is a requirement and ALL stallholders must have in place a **PUBLIC LIABILITY** policy with a minimum of \$10million cover in the stallholders name. A copy of the insurance certificate of currency must be supplied to management before the stallholder may trade at the festival. It is the responsibility of the stallholder 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.

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

Stallholder 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 stallholder has failed to have to appropriate cover and insurances for their Stalls.

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 stallholders must be prepared for adverse weather.

HEAT POLICY: At the discretion of Management, the market may close earlier if conditions deem this necessary.

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

Stallholders 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

Stallholders 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 stallholder site or any other area of the festival, except for the designated smoking areas.

Waste and Rubbish Removal

Stallholders 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

Stallholders 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

Stallholders 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.

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.

Food stalls

It is the Stallholders 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

Power/Gas Equipment

Powered sites are limited and include a 3-day powered site fee of \$80 (\$40/day for hourly rate stallholders).

Powered sites may vary the location of your stall dependent on how the Dubbo Showground can finalise the set-up of power. NB: Powered sites are limited so please book early!

Power outlets may only be used with the permission of TSoTP-Man as long as the stallholder has the required insurances and certificates.

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

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

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

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

Stallholders 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.

Stallholders Code of Conduct and Responsibilities

Stallholders 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. Stallholders 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. Stallholders must ensure that their activities do not endanger the safety or security of any people at Markets.

Stallholders 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 stallholder. Stallholders 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. Stallholders 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 Stallholders

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

The stallholder 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 stallholder is not in reliance on any representation or statement made by Management that is not expressly contained in these regulations. The stallholder is responsible for obtaining all relevant permits and permits required to operate the stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force; The stallholder does not bring into the market any hazardous materials or substances; and The stallholder 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 stallholder acknowledges and agrees Management is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:

Theft or damage of approved products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the market is not trading.

Any failure by the stallholder 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.

Stallholder Indemnity

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

The Stallholder'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 stallholder;

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 stallholder;

Any loss of or damage to the stallholder'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 stallholder;

Any breach of these regulations by the stallholder; or
Any legal costs on a full indemnity basis incurred by Management as a result of the stallholder's breach of these regulations.

Exclusion of Liability

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

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

The prospects of the stallholder for selling the approved products at the market;

The stallholder's access to people visiting the market or the access those people have to the stallholder;

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 stallholder 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 stallholder'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 stallholder, 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 stallholder attending the Festival Market but does not convey to the stallholder 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 stallholder to another stall within the market.

Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or

Request that the stallholder 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 stallholder to occupy a stall at the market, to remove or to have removed from the market, a stallholder who is in breach or does not comply with the regulations, including where a stallholder:

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.

Stallholders 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.

Stallholders 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 stallholders are welcome to post on the event pages of markets they are attending to promote their stall. All stallholders 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 stallholders 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 stallholder who is in breach or does not comply with the Social Media Policy.