

Exhibitor Terms and Conditions

By applying for a Virtual Booth with **Smarter Data Pty Ltd (ACN 608 989 331)** trading as **Inconceivable Events**, you agree to be bound by these Terms and Conditions (the ‘Terms’) and any other restrictions or guidelines as deemed necessary by Smarter Data Pty Ltd their agents, underwriters and other relevant stakeholders. If you do not accept these Terms, we cannot accept your application to participate. We may modify and update these Terms at any time, without notice. In using our website (<https://inconceivableevents.com.au>), you also agree to be bound by these Terms.

Definitions

“Content” means any and all material, links, words and images the Exhibitor submits or links to the website(s) including, but not limited to, any registered or unregistered trade marks.

“Exhibitor” means an advertiser of goods or services, where the advertiser is an individual, sole trade, partnership, company, trading trust or other legal entity that has been accepted as a supplier of goods and related services, be listed on the website or create listings on the website(s).

“Exhibitor Directory” means the section of the website(s) that provide the profile information of Exhibitors, which allows Users of the website(s) to search or browse Exhibitors by category and by other criteria.

“Event(s)” are online virtual events, on dates nominated by us, where hosted Exhibitors engage in a virtual marketplace with customers who are Users on our website(s).

“Services” means the advertising and promotional services for any Exhibitor we provide on the website(s) including, but not limited to, facilitating Users to link through to the Event.

“registered trade mark” means any trade mark registered under the Trade Marks Act 1995 (Cth) or any equivalent statute.

“User” or “Users” means any member of the public who access the website(s).

“Virtual Booth” means the webstore you create on Eventeny.

“website(s)” means <https://inconceivableevents.com.au> and/or the Event on the Eventeny Platform

“We”, “our” and “us” means Inconceivable Events and Smarter Data Pty Ltd

“You” means the Exhibitor registered to use our website(s) to market goods and related services during one of our Events.

General

1. Inconceivable Events is acting as a facilitator only by providing an online Event as well as information and classified services that bring together exhibitors and customers. We are not party to or liable for any transaction between any Exhibitors and Users that may originate on or through use of the website(s) and/or Event.
2. Inconceivable Events reserve the right of final approval of all items and the ability to take any course of action we deem necessary to rectify a situation that may impact negatively upon the Event, including exclusion of any exhibitor who does not comply with the stated requests. No compensation for loss of monies will be accepted for failing to obey instructions resulting in exclusion from the Event.
3. In order to use our Listing Services (once available) you need to register and set up an account on the [Eventeny](#) Platform. You agree to ensure that your registration details and Content are accurate and up-to date.
4. The Event will be run on the Eventeny Platform and participation is subject to agreeing to Eventeny’s Terms and Conditions as well as these.

5. Use of Eventeny Platform requires a [Stripe](#) Account to receive payments and you agree to set one up after being accepted as an Exhibitor and before the Event. You agree you will not use any other payment method for the Event.
6. By applying to be an Exhibitor you agree to the exhibitor fee, commission fees and transaction fees as detailed in the Exhibitor Guide available on www.inconceivableevents.com.au .
7. Applying to be an Exhibitor does not guarantee inclusion in the Event marketplace. All applications that are received will be advised within 10 business days whether their application has been approved.
8. Approved Exhibitors will receive an Invoice at the same time as being notified that their application has been accepted. Failure to pay invoice by the due date may lose the Exhibitor the opportunity to participate in the Event marketplace, and may jeopardise inclusion in future Events.
9. The Exhibitor is responsible for all aspects of their Virtual Booth including but not limited to, setup, maintenance, product imagery, shipping prices and fulfilment.
10. Any questions regarding specific functionality and use of Eventeny Platform should be directed to Eventeny.
11. Any Exhibitor who fails to setup/open/populate product lists for their Virtual Booth for whatever reason will forfeit their money. With the exception of cancellation by the organiser there are no refunds or transfers available once Inconceivable Events has received payment and the digital registration form.
12. Official Event times are 10am-6pm AEST on 14-15 November 2020, however the marketplace may be 'open' a few days earlier to boost interest and pre-sales.
13. Exhibitor is expected to be available/monitoring their Virtual Booth during 'open hours' of the Event in order to respond promptly to messages.
14. Exhibitor may choose to leave open or close their Virtual Booth after the Event.
15. We are not responsible for the client, presenter, or participant internet connections or issues such as failure of carrier or utilities and equipment or transmission failure or damage.
16. We reserve the right at any time to remove, delete, alter or amend any Content on the website(s). In particular, if in our reasonable opinion we believe the Content to be inappropriate, unlawful, offensive, defamatory, obscene, or otherwise objectionable, or violates a third party's intellectual property rights or these Terms, or potentially breaches any statutes or regulations, or we receive complaints from any person. We shall not be liable to you or any third party for any action we take of this kind.
17. Registration of the following groups/parties are not accepted with Inconceivable Events:
 - Political Parties or affiliates
 - Smoking Groups or campaigners
 - Alcohol Groups or campaigners
18. No person to engage in any conduct, act towards, speak to or visually sell or display items to any exhibitor, attendee, staff or patron in a manner which offends, insults, humiliates, threatens, disparages or vilifies that other person on the basis of the other person's race, religion, colour, gender, sexuality, disability, descent or national or ethnic origin.

Product Listing & Fulfilment

18. All products available for sale should be loaded into your Virtual Booth at least 5 days prior to the event.
19. The Exhibitor is responsible for ensuring all details for their Virtual Booth are accurate. This includes, but is not limited to, contact information, product descriptions, product photos, available quantities and any relevant shipping calculations or fees.

20. Any Content, including Product listings, must not mislead or deceive any person about the quality, price, availability or any other attribute of your goods or services and must not contain any misrepresentations including:
- falsely representing that any goods or services are of a particular standard, quality, value, grade, composition, style or model or have performance characteristics, accessories, uses or benefits that the goods or services do not have;
 - falsely representing that the goods have a particular history or particular previous use or falsely representing that the goods are new or unused;
 - falsely representing the identity or manufacturer of the goods or the place of origin of the goods or services;
 - using product names, brand names or any keywords in the Content that do not describe the goods or services – that is, you must not use product names or brand names other than the specific product names or brand names of the goods or services being sold.
21. By submitting or posting any Content, you warrant that:
- The Content does not infringe any third party rights, including, but not limited to, the publication of any registered trade marks or unregistered trade marks included in the Content does not does not infringe the rights of any owner or registered user of such marks and that You own all rights, title and interest in the goods or services being advertised for sale, and you have the right to advertise and sell it;
 - You will not advertise or offer for sale or supply any goods that are illegal or, as determined by use in our absolute discretion, any goods or services the supply of which is immoral or otherwise will tend to bring the website and/or event into disrepute; and
 - You are not breaching any laws, regulations, standards, codes or guidelines by publishing the Content on the website, including but not limited to:
 - The Australian Consumer Law (ACL) and the product safety and labelling requirements for the goods you sell, including that you do not mislead consumers about their refund, return, warranty and other rights as consumers under the ACL; and
 - Mandatory codes or guidelines published by the Australian Competition and Consumer Commission (ACCC) that are prescribed under the Competition and Consumer Act 2010 or voluntary industry codes or guidelines that apply to you.
22. Exhibitor may include some products flagged as PRE-ORDER or BACK ORDER or MADE TO ORDER provided Exhibitor is able to fulfil product order within a reasonable time frame.
23. Any products flagged as PRE-ORDER, BACK ORDER, and/or MADE TO ORDER **MUST** include the relevant tag (PRE-ORDER, BACK ORDER or MADE TO ORDER) in product title, and **MUST** include details in product description regarding the fulfilment delay and expected shipping date.
24. To ensure prompt fulfilment of all purchases, no more than 5% of products listed should be marked as PRE-ORDER, BACK ORDER and/or MADE TO ORDER. Some exceptions may be granted in extenuating circumstances.
25. If Exhibitor product offering (of PRE-ORDER, BACK ORDER and/or MADE TO ORDER) will exceed this 5%, then Exhibitor **must** contact info@inconceivableevents.com.au prior to completing application to discuss particular circumstances.
26. Exhibitor is responsible for communicating with customers after the event to keep them updated regarding the progress of their order.
27. In the event that an Exhibitor oversells a product and will be unable to fulfil the customer order, Exhibitor is responsible for working directly with the customer to rectify the situation.

28. When you upload Content to the website, you grant us a non-exclusive, worldwide, irrevocable, perpetual, royalty-free right (that is sub-licensable through multiple sublicensees) to exercise any and all copyright, registered trade marks, unregistered trade marks and any other intellectual property rights you have in the Content, in any media known now or in the future and for any other purpose related to the website.

Restricted Material

31. Pornography including literature classified as restricted (category 1 or 2) by the Classification (Publications, Films and Computer Games) Act 1995, and Items that have been Refused Classification (RC) or are illegal under any or all state or territory law within Australia, including but not limited to explicit materials or that which contains paedophilia in any form is strictly forbidden for sale or giveaway. As minors may access the marketplace during the event, all other adult material must not be visibly displayed.
32. The sale of weapons, replicas and props that have potential to cause injury carry conditions and restrictions and it is up to the Exhibitor to ensure they comply with any applicable state or territory legislation. In no event will Inconceivable Events be liable for this compliance and may remove any advertising for these materials at any time, if they believe they are not compliant with state or territory legislation.
34. Inconceivable Events enforces a zero tolerance for the ownership or sale of 'bootleg or pirated' goods.
35. If in the reasonable opinion of Inconceivable Events any restricted, illegal or contraband materials are advertised for sale, these items will be removed from sale during the event. This may include the cessation of trading and/or exclusion for all events run by Inconceivable Events
36. Please be aware that under these circumstances (or the circumstances described in paragraph 32 above), you will not be eligible for any compensation as noted in paragraph 2 of these Terms. It is your responsibility to provide all relevant documentation, that prove your materials are not suspect, to be shown if required.

Promotions and Competitions

37. Exhibitors must not hold a sale by auction, lottery, raffle, guessing competition, game of chance or sideshow whose prize value equals a total of \$2000 or more without the requisite permit and the prior permission of the Organisers. Those conducting such an activity must apply for a permit from the relevant State Government body. Exhibitors are responsible for providing their own Condition of Entry details and must adhere to Privacy and Legislation in relation to the processing and handling of personal information.
38. Exhibitors may run promotional events throughout the weekend, provided they comply with all relevant state laws.
39. If engaging in any promotional events, Exhibitor is responsible for ensuring all state laws are adhered to including, but not limited to, Entry Conditions, Prize Value and when prize will be drawn. Please see Exhibitor Guide for further information regarding running promotions and competitions.

Cancellation Policy

40. Whilst Inconceivable Events will make every effort to ensure the Event takes place as advertised, you agree that if the Event is cancelled Inconceivable Events will only be liable to you for the registration fee as paid by you.

Advertising and use of Inconceivable Events and inCONceivable logo

41. Inconceivable Events can provide an electronic version of the inCONceivable logo and website banner in *.jpg and *.eps format for inclusion in your advertising, promotional publications, magazine and e-News advertisements, or as a link on your website.
42. The organisers must approve all uses of the inCONceivable and/or Inconceivable Events logo prior to publishing or broadcast of recorded material
43. Approval for the use of the logo is for the original request only and does not grant blanket use of that logo. A list of its intended uses must be made clear up front.
44. To obtain the high-resolution image, please contact marketing@inconceivableevents.com.au
45. To enquire about additional promotional use of the inCONceivable logo (such as creating or commissioning items to sell or give away), please contact marketing@inconceivableevents.com.au

Agreement for Services

46. You acknowledge and agree that:
 - We are a facilitator only for the purposes of permitting businesses to post their advertisement on our website but do not guarantee any sales, or increase in traffic to your web store; and
 - Any goods or services you provide through your business is done directly and is your contractual relationship with the customer that may find you by visiting our website. Any disputes, issues, dealings, complaints are to be dealt with directly with your customer and we are not to be involved.
 - We make no warranty that the website services will meet your requirements or be available on an uninterrupted, secure or error-free basis. We will do our best to ensure the website is always available and virus-free but from time-to-time, and in some instances, this may not be the case as it may be out of our immediate control. We will notify you if the website becomes unavailable for any lengthy and unusual time period.
 - By using this website, you authorise us to use, re-use and to grant others the right to use and re-use your Content and any reproduction or similar in any form of media or technology for any purpose related to the website.
 - You agree and acknowledge that the website uses third party vendors and hosting partners to provide the necessary software, hardware, service and storage.
 - You agree you will not transmit any viruses, malware, worms, etc. of any kind and that you will not upload, post, host or transmit unsolicited material or messages to the website.

Liability

47. You agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from your use of our website.
48. In addition, you agree to fully indemnify us, our officers, employees, agents and successors in rights, and keep us at all times fully indemnified from and against any claims, demands, costs, damages or awards (direct, indirect, actual, consequential or incidental) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, made by any person or legal entity which arises out of or in any way related to:
 - a) your use of the Website(s) or your Content or any dealings or any transactions you conduct with any customer;
 - b) your breach of any registered trade mark, unregistered trade mark, copyright, patent, design or confidential information of any third party;
 - c) any breach of any third party rights arising from any Content placed by you on the Website(s).

49. To the extent that we are able to limit the remedies available under the Australian Consumer Law (ACL), all conditions and warranties that may be implied by the ACL are expressly excluded. All other conditions, warranties or guarantees which may be implied by custom, or any statute other than the ACL, are expressly excluded by these Terms.
50. We expressly limit our liability to you for breach of a non-excludable statutory guarantee under the ACL to the supply of services again; or the payment of the cost of having services supplied again. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
51. No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind us in any respect whatsoever.

Enquiries

If you have any questions regarding these Terms pertaining to your contract as an exhibitor with Inconceivable Events, please email – info@inconceivableevents.com.au