

# TRENZ 2010

## Exhibitor terms & conditions

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Thank you for considering attending TRENZ 2010.

Application acceptance is at the discretion of the TRENZ Exhibitor Selection Panel after consideration of all applications against the criteria.

This Agreement will commence when the organiser notifies the Exhibitor in writing that the Application has been accepted by the organiser.

### Summary of terms & conditions:

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### 1. Definitions and interpretation

1.1 In this Agreement:

- (a) **"Agreement"** means these terms and conditions, the Application and any Additional Purchase Form(s);
- (b) **"Additional Purchase Form"** means an additional purchase form submitted by the Exhibitor for purchases additional to those set out in the Application and that is accepted in writing by the organiser;
- (c) **"Application"** means the application made by the Exhibitor to participate in TRENZ (including any updated application) that is accepted in writing by the organiser;
- (d) **"Booth(s)"** means the indoor and/or outdoor booth space(s) (may also be referred to as external display sites/vehicle display sites) allocated to the Exhibitor under this agreement;
- (e) **"Exhibitor"** means an applicant (including its employees and agents) who has made an application for booth space(s) at TRENZ that is accepted in writing by the organiser;
- (f) **"Exhibitor Manual"** means the Exhibitor manual relating to TRENZ issued by the organiser (including any update to it issued by the organiser from time to time)
- (g) **"Event Hours"** means the hours TRENZ will be open, as set out in the TRENZ programme. Event hours also include official networking functions as outlined in the TRENZ programme;

- (h) **“Organiser”** means Tourism Industry Association NZ Incorporated (“TIA”) as agent of the Tourism Industry New Zealand Trust (“Trust”) and includes the employees and agents of the TIA;
- (i) **“TRENZ”** means the 2010 Tourism Rendezvous New Zealand trade show to be held in Auckland;
- (j) **“TRENZ Programme”** means the programme for TRENZ issued by the organiser (including any updates to it issued by the organiser from time to time);
- (k) **“Venue”** means any indoor or outdoor Venue used for TRENZ during the Event Hours;
- (l) **“Fees”** means cost of Booth(s) as detailed in the application form and on [www.trenz.co.nz](http://www.trenz.co.nz) website. Fees exclude GST unless stated;
- (m) **“In Writing”** means correspondence between the organiser and Exhibitor and may include letter, fax or email correspondence;
- (n) Words comprising the singular include the plural and vice versa;
- (o) References to clauses are references to clauses in this agreement; and
- (p) any references to a person will include an individual, corporation, limited or unlimited liability company, general or limited partnership, trust, unincorporated association or any other legal entity.

## **2. Use, installation and removal of Booth(s)**

- 2.1 Subject to clause 8.1, the organiser will during TRENZ make available to the Exhibitor Booth(s) and the relevant inclusions for each Booth as set out in the Exhibitor Manual. Any right to use the Booth(s) does not constitute a tenancy.
- 2.2 Subject to clause 8.1 the organiser will endeavour to advise the Exhibitor of the location(s) of the Booth(s) by early April 2010. Whilst the organiser will endeavour to accommodate the preferences of the Exhibitor as set out in the Application, the location(s) of the Booth(s) will be determined by the organiser in its sole discretion.
- 2.3 Installation of the exhibits and materials to be used or displayed in the Booth(s) may commence at the installation commencement time set out in the TRENZ Programme. Installation must be fully completed by the installation completion time set out in the TRENZ Programme. If this does not occur the Booth(s) may be made available by the organiser to any person, without any liability to the Exhibitor.
- 2.4 The Exhibitor will not remove any exhibits or materials used or displayed in the Booth(s) prior to the end of the last official appointment listed in the TRENZ Programme. Removal of any exhibits or materials used or displayed in the Booth(s) must be completed by the Exhibitor within 90 minutes of the end of the last official appointment listed in the TRENZ Programme.

### **3. Fees and payment**

- 3.1 The Exhibitor will pay the fees specified in the Application Form and on the TRENZ website [www.trenz.co.nz](http://www.trenz.co.nz). 50% of such fees are payable, on acceptance of the Application by the organiser, on or before 20 January 2010. The remaining 50% balance of the fees are payable on or before 22 February 2010. The Exhibitor agrees that, where it authorises the first instalment of any such fees to be paid by credit card, these will be charged immediately upon acceptance of an application.
- 3.2 In addition, the Exhibitor agrees that, where it authorises the first instalment of any such fees to be paid by credit card, the organiser is authorised to charge the subsequent instalment of the fees to the same credit card (but not before 10 February 2010). Payment of the invoices must be made by the payment deadline or the company will have its participation at TRENZ cancelled and cancellation fees applied. No delegate will be able to register at TRENZ if their company has not paid their TRENZ participation invoice or any other invoice owing to TIA.
- 3.3 The Exhibitor authorises the organiser to deduct a cancellation fee (as detailed in clause 4.3) if the Exhibitor cancels their attendance at TRENZ. The organiser will process the applicable cancellation fee on the credit card supplied at time of application unless the Exhibitor requests an alternative payment option or the cancellation fee remains unpaid 30 days after being issued.
- 3.4 Exhibitors wishing to take advantage of the lower TIA member rates for their TRENZ attendance, must pay their membership fee for the full duration of the TIA membership years that the TRENZ process falls. This means that an Exhibitor for TRENZ 2010 will apply to exhibit in November 2009 and the process will conclude after the event in May 2010. This period falls into two (2) membership years: April 2009 – March 2010 and April 2010 – March 2011. Any non-renewal of TIA annual membership by the due date of 20 April each year (April 2009 and April 2010) will result in the Exhibitor's TRENZ attendance being charged at non-member rates.
- 3.5 The Exhibitor will also pay any fees specified in any Additional Purchase Form. Any such fees will be payable by the Exhibitor immediately following acceptance (see 1.1 b) by the organiser of the relevant Additional Purchase Form. Credit card payment only will be accepted from 19 April 2010. There will be no refund given on additional purchases after 30 April 2010.
- 3.6 The Exhibitor will be liable to pay interest on any overdue payments under this agreement (including without limit any overdue fees, cancellation charges or rebates) at the interest rate specified by the organiser. The Exhibitor will also be liable for all collection costs and legal fees relating to any such overdue payments.

#### **4. Termination and cancellation charges**

- 4.1 The organiser may at any time terminate this agreement with immediate effect by giving written or email notice to the Exhibitor. Termination will be deemed to occur when the Exhibitor receives a valid notice of termination from the organiser. Except as set out in clause 4.4, the organiser will not be liable to the Exhibitor in any way if it terminates this agreement under this clause.
- 4.2 If the Exhibitor wishes to terminate this agreement it may do so only by giving written or email notice to the organiser. Termination will be deemed to occur when the Exhibitor receives from the organiser a notice acknowledging receipt of the Exhibitor's notice of termination. The Exhibitor should contact the organiser by telephone if the Exhibitor does not receive any such acknowledgement within 3 days of sending its notice of termination.
- 4.3 If this agreement is terminated under clause 4.1 or 4.2, the Exhibitor will be liable for the following cancellation charges:
- (a) If this agreement is terminated before the 20 January 2010 no cancellation fees will apply.
  - (b) If this agreement is terminated from 20 January 2010 to 22 February 2010, a cancellation charge of 50% of the fees payable for use of the Booth(s) will apply.
  - (c) If this agreement is terminated on/after 22 February 2010, a cancellation charge of 100% of all the fees payable under this agreement, and 100% of additional purchases will apply.

The parties agree that the cancellation charges payable under this clause are a genuine pre-estimate of the losses the organiser will suffer if this agreement is terminated early, and are not a penalty.

Failure to make payment of the cancellation fee will result in the company not being eligible to attend future Trust events until the payment has been made.

- 4.4 Upon termination of this agreement:
- (a) the organiser will refund to the Exhibitor the amount (if any) equal to any fees already paid by the Exhibitor under this agreement, less any cancellation charges or other amounts the Exhibitor is liable for under this agreement;
  - (b) the Exhibitor will immediately pay to the organiser any applicable cancellation charges and all other amounts the Exhibitor is liable to the organiser for under this agreement which the organiser is not able to recover under clause 4.4(a); and
  - (c) the Exhibitor will remove all of its exhibits and/or materials (if any) located at any of the Venues. If the Exhibitor does not immediately remove all of its exhibits and materials from any of the Venues, the organiser may do so and the Exhibitor will be liable for all costs of such removal. The organiser will not be liable for any losses or damages arising from such removal.

#### **5. Requirements of Exhibitors at TRENZ**

- 5.1 The Exhibitor will:

- (a) Comply with the TRENZ Programme and the Exhibitor Manual;
- (b) commit to, and endorse, any organised familiarisation events (famils) organised in conjunction with the Exhibitor's Regional Tourism Organisation as part of the pre- or post -TRENZ programme (including that relating to product and price);
- (c) keep the Booth(s) open and adequately and appropriately staffed at all times during the Event Hours;
- (d) ensure that its employees and agents at TRENZ are appropriately dressed during the Event Hours (no form of nudity or semi-nudity is acceptable);
- (e) not conduct business or distribute materials at TRENZ outside the Booth(s) (including without limit in aisles or common areas at the Venues);
- (f) ensure that their displays/promotional material do not extend into the aisles or common areas of the event.
- (g) not use Buyer or Exhibitor details for promotional or marketing purposes unrelated to their attendance at TRENZ, this includes and is not limited to: promoting paid memberships of alternative organisations;
- (h) will not provide or disclose to any person any information or contact details provided by the organiser to the Exhibitor (including the selling of details of other Exhibitor and Buyer companies);
- (i) keep the aisles and common areas adjacent to the Booth(s) free from obstruction;
- (j) not (in the organiser's opinion) cause any nuisance or annoyance to other person(s) exhibiting at or attending TRENZ (including without limit generating any noise which the organiser considers to be a nuisance to any adjacent booth(s) or person(s));
- (k) not inhibit or adversely affect the activities of any other persons exhibiting at or attending TRENZ;
- (l) promote and display New Zealand products and services only at TRENZ (including in exhibits and materials - e.g. the TRENZ biography);
- (m) not conduct, or allow to be conducted, at TRENZ any auction, sale, lottery, raffle, competition, game of chance or side-show without the organiser's prior written approval;
- (n) not host Media or Buyers at any time during the Event Hours (see clause 7 below);
- (o) not conduct or allow to be conducted at TRENZ any sale, purchase or exchange of goods or any items, for cash or any other type of consideration or in-kind without the organiser's prior written approval;
- (p) not sell any food or beverages at any of the Venues;
- (q) not undertake any catering of food and/or beverages at any of the Venues unless such catering is undertaken by the official caterer for the relevant Venue (as advised by the organiser) and is approved by the organiser; and
- (r) comply with all applicable laws and regulations (including all health and safety, fire and dangerous goods laws and regulations relevant to each Venue).

5.2 The Exhibitor agrees that the organiser may use any information the Exhibitor provides to the organiser (including any relevant names, positions, company details, email addresses and contact details) to manage and operate TRENZ. The organiser may disclose any such information (excluding turnover and staff

numbers information) to any persons attending or involved in TRENZ. The recipients of such information will be the organiser and its agents, employees and service providers and any persons attending or involved in TRENZ. The information will be collected and held by the organiser. The Exhibitor may access its information and request any necessary corrections.

- 5.3 In the event that TRENZ is oversubscribed (i.e. too many Exhibitor applications are received), products already represented by their parent company may not be accepted.

## **6. Booth(s) requirements**

- 6.1 The Exhibitor must obtain the organiser's written approval prior to 1 February 2010 if it wishes to use or display in the Booth(s) any exhibits or materials higher than 2.3 metres, or if it wishes to use or display all or any part of any exhibits or materials in any area at any of the Venues outside the Booth(s). The organiser's approval may be granted or withheld at its sole discretion. The Exhibitor will not use, and will immediately upon request from the organiser remove, any exhibits or materials that have not been approved by the organiser under this clause.
- 6.2 Booth walls are optional and Regional Tourism Organisations (RTO) may choose to build walls on behalf of their Exhibitors because of the design of their regional booth theming. Additional charges may be levied by RTOs to cover theming costs. The Exhibitor should get directly in contact with the RTO to determine what approach is being taken and if any additional costs apply. The organiser will not be liable for the quality or costs of these regionally organised booths.
- 6.3 Exhibitors wishing to set up a 'named' area of the TRENZ floor plan as a result of a clustering of several linked or like organisations, must have a minimum of three operator booths plus one for the marketing organisation (e.g. RTO, marketing network), making four booths in total. The Exhibitors must notify the organiser by 1 February 2010.
- 6.4 Exhibitors wishing to display vehicle(s) at their booth, or as part of their booth on the venue floor, need written approval from the organiser by 1 February 2010. The organiser reserves the right to impose restrictions such as those relating to height and weight. The Exhibitor is liable for appropriate insurance in accordance with clause 9. For load bearing purposes, the organiser may require the Exhibitor to lay plywood under any stationary load on the venue floor.

Exhibitors are required to request enough booth space or purchase a vehicle display site to accommodate both their vehicle(s) and any required furniture in their application to attend the event.

All vehicle fuel tanks on the tradeshow floor must contain minimal petrol of their fuel tank capacity; vehicles must be equipped with a fire extinguisher and drip tray; a set of keys must be left with security for the duration of the event.

All vehicles must be on the floor prior to the start of the event and comply with requirements as specified by the organiser.

Please note that Exhibitors may be required to have the vehicles available for set up and break down outside of the TRENZ programme (i.e. may be required to deliver vehicles the weekend prior to TRENZ commencing).

6.5 The Exhibitor will:

- (a) subject to clause 6.1, ensure that all exhibits and materials of the Exhibitor are positioned within the allocated space(s) for the Booth(s);
- (b) not use or display any exhibits or materials in any area at any of the Venues outside the Booth(s) (including the projection of any images from the Booth(s) to any other areas of the relevant Venue, the display of any materials on the reverse side of the panels making up the Booth(s) or hanging any exhibits or materials from the ceiling in any of the Venues) without the prior written approval of the organiser under clause 6.1;
- (c) not paint, mark or damage any fixtures or other parts of any of the Venues;
- (d) ensure that all exhibits and materials used or displayed by the Exhibitor at TRENZ, as well as any other materials as provided by service providers, comply with all applicable laws and regulations and all requirements of the management of each relevant Venue;
- (e) not use any open flames, explosives, lasers, smoke, fog generators, gases or liquid fuels and will ensure all materials used by the Exhibitor will be flame retardant;
- (f) not bring or cause to be brought into any of the Venues any dangerous materials without the prior written approval of the organiser;
- (g) not permit any of its employees or agents to smoke in any of the Venues;
- (h) not permit any of its employees or agents to bring any heating device into the any of the Venues; and
- (i) ensure that any changes to electrical or light fittings within the Booth(s) are arranged through the preferred exhibition equipment supplier.

6.6 The organiser reserves the right to charge a penalty fee of \$2000 (plus GST) if the Exhibitor does not adhere to points (a) – (i) inclusive.

6.7 The Exhibitor may request to purchase external display sites/vehicle display sites by submitting an Additional Purchase Form to the organiser. If any such request is accepted in writing by the organiser, the terms set out in this agreement applicable to the Booth(s) will also be applicable to any external display sites used by the Exhibitor.

No structure, temporary or otherwise, may be erected in these areas. Exhibitors are responsible for the insurance and security of external exhibits as set out in clause 9 for the duration of TRENZ, during and outside of Event Hours. Delegates staffing the external displays must be fully registered delegates.

## **7. Hosting of Buyers or Media**

### **7.1 The Exhibitor may not host any Buyers or Media at any time during the Event Hours.**

7.2 In this clause "host any buyers or media" includes hosting, providing a family visit, entertaining or engaging (by whatever means and whether at, or outside of, any of the TRENZ Venues) any Buyers or Media attending TRENZ for any length of time so that they miss or are late for any TRENZ event or appointment scheduled in the TRENZ Programme, or are not available to other Exhibitors during the TRENZ programme.

7.3 If the Exhibitor hosts any Buyers or Media in contravention of this clause, the Exhibitor will immediately be liable to pay to the organiser a service rebate of \$5,000 (plus GST) and may be excluded from attending future TRENZ events arranged by the organiser.

## **8. Rights of the organiser**

8.1 The organiser reserves the right at any time to change the location, size and/or layout of the Booth(s) or move the Exhibitor to an alternative space or spaces at any of the Venues. The organiser will not be liable in any way to the Exhibitor as a result of any such change or move.

8.2 Where the organiser moves the Exhibitor to any Booth(s) which is smaller in size than the Booth(s) upon which the fees for use of the Booth(s) were initially calculated:

- (a) the fees payable for use of the Booth(s) will be adjusted on a pro rata basis
- (b) the fee will be based on the difference in size of the Booth(s) upon which the fees were initially calculated and the size of the Booth(s) used at TRENZ by the Exhibitor
- (c) provided that this provision does not apply where any such move arises as a direct or indirect result of any event beyond the control of the organiser

8.3 The Exhibitor may not use or display any exhibits or materials at any Venue that the organiser considers (in its sole discretion) are, or are used or displayed in a manner which is, inappropriate, unsuitable or not in compliance with this agreement. The Exhibitor will immediately upon request from the organiser remove any such exhibits or materials from the relevant Venue or alter them in the manner required by the organiser. If the Exhibitor fails to do so, the organiser may immediately remove or alter the relevant exhibits or materials and the Exhibitor will be liable to the organiser for all costs of such removal or alteration.

8.4 The Exhibitor agrees that the organiser may immediately remove from, or refuse access to, any Venue any Exhibitor or person (including employees and agents of the Exhibitor) where that Exhibitor or person fails to comply with any of the terms of this agreement or where the organiser considers (in its sole discretion) such removal or refusal of access is in the best interests of TRENZ.

## **9. Exhibitor insurance cover and liability**

9.1 The Exhibitor will at all times:

- (a) maintain full insurance for loss, damage and theft to exhibits, materials and other property of the Exhibitor
- (b) maintain public liability insurance with a minimum cover of NZ\$ 1 million, and
- (c) provide evidence of such insurances to the organiser as part of the application process

9.2 The Exhibitor indemnifies the organiser and its employees, agents and service providers ("Related Parties") from any claims, demands, losses, costs and expenses of any kind which result in, or arise directly or indirectly as a result of:

- a) any acts or omissions of the Exhibitor and/or any of its employees or agents (including without limit any claims relating to the sale or supply of services by the Exhibitor), or
- b) any failure of the Exhibitor and/or any of its employees and agents to comply with any of the terms set out in this agreement.

9.3 To the extent permitted by law:

- (a) all warranties, representations and guarantees (whether express, implied or statutory) are excluded by the organiser to the fullest extent permitted by law;
- (b) the organiser and its Related Parties will not be liable to the Exhibitor for any losses or damages (arising in any manner) to any exhibits, materials or other property of the Exhibitor or any other person;
- (c) the organiser and its Related Parties will not be liable to the Exhibitor for any losses, costs, damages or expenses (whether incurred under contract, tort or otherwise) suffered or incurred:
  - i as a direct or indirect result of any event beyond the control of the organiser (including without limit: any act of God (including without limit any inclement weather); strike, lock-out or industrial disturbance; act of public enemy, terrorist act, blockade, riot, civil commotion or public demonstration; governmental or regional or local authority restraint, legislation or bylaw; or any failure of externally supplied infrastructure such as electricity);
  - ii without limiting clause 9.3(c)(i) and subject to clause 9.3, as a direct or indirect result of any cancellation, postponement, delay, abandonment or curtailment of TRENZ or any unavailability or unsuitability of all or any part of any of the Venues (including without limit the Booth(s)) as a result of any event beyond the control of the organiser (including without limit those events described in clause 9.3(c)(i)); and/or
  - iii as a result of any acts or omissions of the Exhibitor and/or its employees and agents or any failure of the Exhibitor to comply with any of the terms of this agreement;
- (d) nothing in this agreement will confer any liability on the organiser, or any of its Related Parties, in respect of any indirect, consequential or punitive losses or damages, or any amounts for loss of income or profit, incurred by the Exhibitor or any other person; and

- (e) the total maximum liability of the organiser and its Related Parties to the Exhibitor under, or in connection with, this agreement for all events and breaches will be the amount of fees paid by the Exhibitor under this agreement.

9.4 The organiser will, at any time after 14 August 2010 refund to the Exhibitor such amount (if any) of the fees paid by the Exhibitor for the use of the Booth(s) that the organiser considers (in its sole discretion) appropriate if TRENZ is:

- (a) cancelled, postponed, delayed, abandoned or curtailed, or
- (b) all or any part of any of the Venues (including without limit the Booth(s)) is unavailable or unsuitable for TRENZ, as a direct or indirect result of any event beyond the control of the organiser (including without limit those events described in clause 9.3(c)(i)), and
- (c) the Exhibitor's benefits under this agreement are adversely affected to a material extent.

In making this decision the organiser shall have regard to any factors it considers relevant including, without limit, the actual benefits provided to the Exhibitor under this agreement compared to the intended benefits for the Exhibitor and the financial position of the organiser and TRENZ.

## **10. Access and security**

10.1 The Exhibitor is entitled to the number of delegate and day pass entitlements allocated for the size(s) of the Booth(s) as set out in the Application. Additional delegate and day pass entitlements may be purchased (using an Additional Purchase Form) on the terms set out in the Exhibitor Manual.

The Exhibitor may register only direct employees of their organisation as delegates and a business card may be required as proof of employment. Registered delegates may attend TRENZ at any time during Event Hours. These delegates may only represent the named organisation at the event and any individuals promoting products or services not authorised by the Exhibitor Selection Panel will be asked to leave the Venue.

Day pass holders may attend TRENZ at any time during Event Hours on the relevant day.

10.2 Any contractor of the Exhibitor who will assist with the construction or technical implementation of any exhibits or materials for the Booth(s) may be permitted to access the relevant Venue only during the pack-in and pack-out hours specified in the TRENZ Programme, unless the contractor holds a delegate or day pass entitlement.

10.3 Exhibitor contractor passes are issued to individuals who are not employees of the exhibiting company but are required to work on the stand for the duration of the appointments to attend as service staff (eg. baristas); The exhibiting company will be required to submit the details of the contractor in writing prior to 3 May 2010.

The Exhibitor contractors are not permitted to attend any official lunches, networking functions or appointments. They must stay on the Exhibitor's

booth(s) they are associated with and are not permitted to wander the trade show floor unless going to and from the booth they are associated with.

The organiser reserves the right to refuse contractor registrations at any time.

- 10.4 The Exhibitor may request delegate and day pass entitlements additional to those allocated for the Booth(s). Any such request must be made in writing to the organiser and must outline the reason for the request. After 19 April 2010 the organiser will consider any such request (together with any other requests for additional entitlements) and may accept or reject any such request at its sole discretion.

Additional requests received after 19 April 2010 will be subject to availability and a late surcharge of 15% will apply. Credit card payment only will be accepted from 19 April 2010.

- 10.5 Any name badges issued by the organiser to the Exhibitor are non-transferable and must be worn by the relevant employees and agents of the Exhibitor at all times during Event Hours. Any relevant employees and agents of the Exhibitor will not be admitted to any Venue unless they are displaying an appropriate name badge.

Each relevant employee or agent of the Exhibitor must collect his or her own name badge from the registration desk. A business card may be required before name badges are issued to each relevant employee or agent between 24 – 27 May 2010. Any replacement name badge issued by the organiser will cost the Exhibitor \$10 (plus GST) after the first reprint.

Any individual from a registered company found to be exchanging name badges with other persons will have their name badge confiscated and will not have this returned. A verbal warning will be given and, for a second offence, the company and/or individual concerned may not be permitted to attend future TRENZ events organised by the organiser.

- 10.6 The organiser will provide the security services at TRENZ that it considers appropriate. The provision of any security services by the organiser does not limit the effect of clause 9.2. The Exhibitor may during TRENZ rent lockable security cabinets for certain Venues. The Exhibitor is required to maintain insurances in accordance with clause 9.

## **11. General**

- 11.1 The Exhibitor may not assign or transfer to any person or company any of its rights under this agreement (including the right to use the Booth(s)) without the prior written consent of the organiser, which may be withheld at its sole discretion. The Exhibitor may not require from the organiser any refund or exchange for any Booth or any of its inclusions.
- 11.2 The organiser may at any time change any of the terms of this agreement by giving notice to the Exhibitor. Any such change will be binding on the Exhibitor upon receipt of the relevant notice from the organiser.
- 11.3 Any notice or other communication under this agreement may be made by email, personal delivery, post or fax, to the relevant email, physical or postal address or

fax number set out in the Application. Communications will be deemed to be received in the case of a letter, on the second working day after posting, in the case of an email, at the time the request to send the email is made on the sender's system, and in the case of a fax, at the time the sender's fax machine confirms transmission to the intended recipient.

- 11.4 The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of the remaining provisions. No waiver of any breach, or failure to enforce any provision, of this agreement at any time by the organiser will in any way limit or waive the organiser's right to subsequently require strict compliance with this agreement.
- 11.5 This agreement records the entire agreement between the organiser and the Exhibitor relating to the matters dealt with in this agreement, and supersedes all previous arrangements, understandings and representations. This agreement is governed by the laws of New Zealand.
- 11.6 The organiser makes the appointment scheduling system available for the Exhibitors on the understanding that it is the responsibility of each Exhibitor to organise and arrange their appointments during the online appointment request process. As the appointment scheduling system gives priority to appointments that are requested by both Buyer and Exhibitor, it is necessary for Exhibitors to identify the Buyers of most interest to them, get in contact with them before the appointment request process takes place and negotiate to request appointments with each other. This process is communicated to Exhibitors via the TRENZ Tips newsletter and via the manuals available in the Exhibitor Zone on the TRENZ website to help Exhibitors make the most out of their attendance at TRENZ. The organiser takes no responsibility for the number or type of appointments on Exhibitor appointment streams.