



# TERMS & CONDITIONS

VERSION 1.1

Event of:



Premier sponsor:



Supported by:



Managed by:



info@trenz.co.nz  
www.trenz.co.nz

## 1 Background

TRENZ is the largest tourism business event in New Zealand, delivering an opportunity for tourism operators to develop business relationships with international travel and tourism buyers. TIA (Tourism Industry Aotearoa Incorporated) has been appointed to manage the event on behalf of the Organiser and owner, the Tourism Industry New Zealand Trust.

Before you can be accepted to participate in TRENZ you must complete an application form that demonstrates that you meet the appropriate selection criteria ([www.trenz.co.nz](http://www.trenz.co.nz)). These Terms and Conditions govern your participation in the event.

## 2 Defined Terms & Interpretation

### 2.1 Defined Terms

In this Agreement, unless the context otherwise requires:

**Agreement** means these Terms and Conditions, the application form and any Additional Purchase Form;

**Additional Purchase Form** is an additional purchase form submitted by the Attendee for purchases additional to those set out in the Application Form and that is accepted in writing by the Organiser;

**Application Form** is the application Completed by a Delegate to participate in the Event (including any updated application);

**Appointment Book** is the programme of one on one appointments that is allocated to an International Buyer, New Zealand Buyer, Seller or Trade Booth Attendee to meet with the appropriate counterparts;

**Attendee** means a person or organisation represented at the Event by a Delegate.

**Booth(s)** means the indoor or outdoor space(s) allocated to a Seller or Trade Booth Attendee under this Agreement;

**Buyer** means the person or organisation represented by an International or New Zealand Primary Buyer;

**Buyer Delegate** means an International or New Zealand Primary Buyer or a Secondary Buyer;

**Confidential Information** includes all information of any kind or form provided by or on behalf of the Organiser in connection with the Event, but does not include information which:

- a) was, at the time the information was provided, available to the general public;
- b) becomes, at a later date, available to the general public (other than as a result of a breach of this Agreement) and then only after the later date; or
- c) the Delegate or relevant Attendee can show:
  - i) was in its possession before the information was provided by or on behalf of the Organiser;
  - ii) was developed independently by the Organiser without reference to the information provided by or on behalf of the Organiser; or
  - iii) was disclosed to the Delegate or Attendee (as the case may be) on a non-confidential basis by a third party who has the lawful right to disclose the information to the Delegate or Attendee.

**Delegate** means the individual or individuals approved by the Organiser to attend the Event on behalf of an Attendee and includes a Seller Delegate, an International Primary Buyer, a New Zealand Primary Buyer, a Secondary Buyer, a Media Delegate and a Trade Delegate;

**Event** means the TRENZ event to be held at the Venue on the Event Date(s) described in Item 1 of Schedule 1;

**Event Date(s)** means the event dates specified in Item 1 of Schedule 1;

**Event Hours** means the hours the Event will be open, as set out in the Official Event Programme;

**Fees** are the attendance fees detailed in the Application Form and on the Event website ([www.trenz.co.nz](http://www.trenz.co.nz)) Such fees exclude GST unless stated otherwise;

**GST** is the goods and services tax chargeable under the Goods and Services Tax Act 1985 (New Zealand);

**In writing** means written correspondence between the Organiser and Attendee or Delegate and may include letter, fax or email correspondence;

**Inbound Tour Operator or ITO** is an organisation that promotes and sells New Zealand travel packages to offshore buyers;

**International Primary Buyer** is an individual, who represents an organisation based overseas which purchases New Zealand tourism product, and who has been accepted by the Organiser to attend the Event after completing an Application Form;

**Marketing Cluster** means a company that that represents and markets one or more New Zealand tourism products and/or services internationally and does not contract product directly (further details can be found in the Seller Criteria);

**Media** means the person or organisation represented by an International or New Zealand Media Delegate;

**Media Delegate** means a representative from a recognised online, international or New Zealand media outlet who is reporting on the New Zealand tourism industry and who has been accepted to attend the Event as a Media Delegate by the Organiser after completing an Application Form;

**New Zealand Primary Buyer** is an individual, who represents an organisation based in New Zealand which purchases New Zealand tourism product, and who has been accepted by the Organiser to attend the Event, after completing an Application Form;

**New Product** refers to a product that is highlighted for being less than two years old, international market ready and has not been promoted at TRENZ before;

**New Seller** refers to a first time Seller who has not attended any previous TRENZ;

**Official Event Programme** is the programme for the Event issued by the Organiser (including any updates to it issued by the Organiser from time to time). The Official Event Programme includes details of the Appointment Books, lunches, TRENZ Bar, Welcome Function, Activity Afternoon, Media Function and Farewell Function;

**Organiser** means the Tourism Industry New Zealand Trust together with its manager, the TIA, and includes the employees and agents of the TIA;

**Parent Company** refers to a company that attends TRENZ and represents their subsidiary products/brands

**Regional Tourism Organisation or RTO** is an organisation dedicated to marketing their individual regions of New Zealand as a tourist destination, both domestically and internationally;

**Secondary Buyer** is an individual who is employed by the same organisation as an International or New Zealand Primary Buyer and accompanies the International or New Zealand Primary Buyer. A Secondary Buyer does not have their own appointment book and accompanies the Primary Buyer to their appointments. Attendance is not guaranteed and must be requested on the Application Form completed by the relevant International or New Zealand Primary Buyer.

**Selection Criteria** is a list of requirements Delegates must meet to be considered for participation. These criteria can be found on [www.trenz.co.nz/terms-and-conditions](http://www.trenz.co.nz/terms-and-conditions);

**Seller** is a person or organisation selling New Zealand tourism product, which has been accepted by the organiser to attend the Event after completing an Application Form;

**Seller Delegate** is an individual who has been accepted by the Organiser to represent a Seller at the Event. The individual must be directly employed by the Seller to qualify as a Delegate of that Seller. Additional criteria may apply for Contractors to Sellers and can be approved by TIA on a case by case basis;

**TIA** means Tourism Industry Aotearoa Incorporated, the Organiser's manager of the Event;

**Trade Booth Attendee** means a person that is providing product or services which are primarily of interest to Sellers and has been accepted to attend as a Trade Booth Attendee by the Organiser after completing an Application Form;

**Trade Booth Delegate** is an individual who has been accepted by the Organiser to represent a Trade Booth at the Event. The individual must be directly employed by the Trade Booth or contracted by the Trade Booth to qualify as a Delegate of that Trade Booth;

**Venue** means any indoor or outdoor venues used for the Event.

## 2.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 2.2.1 References to clauses and schedules are references to clauses of and schedules to this Agreement;
- 2.2.2 The headings to clauses shall be ignored in construing this Agreement;
- 2.2.3 The plural includes the singular and vice versa;
- 2.2.4 Any party to this Agreement includes its successors and permitted assignees and transferees;
- 2.2.5 A statute includes that statute as amended and includes any statute replacing that statute, and any regulations, orders in council and other instruments issued or made under that statute;
- 2.2.6 The word including and other similar words do not imply any limitation;
- 2.2.7 A person includes any individual, firm, corporation, association of persons (corporate or not), trust, government department or municipal authority (in each case whether or not having separate legal personality);
- 2.2.8 Derivatives of any defined word or term shall have a corresponding meaning;
- 2.2.9 A reference to any document or agreement includes a reference to any document or agreement as amended or replaced;
- 2.2.10 A reference to a time of the day is to New Zealand time; and
- 2.2.11 An obligation not to do something includes an obligation not to suffer, permit or cause that thing to be done.

## 3 Terms Applicable To All Attendees and Their Delegates

### 3.1 Payment Terms

- 3.1.1 The Fees payable for each registration type are specified in the Application Form and on the Event website [www.trenz.co.nz](http://www.trenz.co.nz). Unless stated otherwise, All Fees are exclusive of GST which may be added by the Organiser upon invoice. An invoice, in New Zealand dollars will be raised on acceptance of the application by the Organiser.
- 3.1.2 All Fees for items applied for in the Application Form must be paid by the Last Date for all payments specified in Item 2 of Schedule 1. If payment is not received by this date the registration will be cancelled and the Attendee will be excluded from the Event. New Zealand Buyers will have seven days from acceptance of application form to make payment.
- 3.1.3 The 'TIA Member' Fees apply only to those Attendees who are current financial members of the TIA at the time the Event is held. To access the TIA Member rate for registration, companies must be a paid up current financial member at the time of registration opening. Where an Attendee qualifies for 'TIA member' Fees at the time of payment but ceases to be a financial member of TIA at the time the Event is held, that Attendee will be invoiced for the difference between the 'TIA Member' and the ordinary Fees, and must make payment of that invoice prior to attending the Event.
- 3.1.4 Any fees specified in any Additional Purchase Form are payable by the Attendee immediately following acceptance of the additional purchase by the Organiser.
- 3.1.5 The Attendee will be liable to pay interest on any overdue payments under this Agreement (including any overdue fees or cancellation charges) at 10% per annum calculated daily from the due date until paid in full.
- 3.1.6 The Attendee will be liable for all collection costs and legal fees the Organiser may incur in collecting or attempting to collect any overdue payments under this Agreement.
- 3.1.7 Should an Attendee fail to make any payment on due date, the Organiser may at any time terminate this Agreement with immediate effect by giving written notice to one of their Delegates.

### 3.2 Cancellations

- 3.2.1 An Attendee may cancel their registration by notice in writing to the Organiser, using the Contact us page of the Event website ([www.trenz.co.nz](http://www.trenz.co.nz)).
- 3.2.2 The Organiser will refund all amounts paid on receiving the required notice of cancellation after deduction of the applicable cancellation fee. The cancellation fees together with the dates from which they apply are specified in Item 2 of Schedule 1 of this Agreement and on the Event website ([www.trenz.co.nz](http://www.trenz.co.nz)).
- 3.2.3 Cancellation fees are payable regardless of whether an invoice has been raised or paid. Where insufficient funds have been paid to cover any cancellation fee the balance outstanding will be paid by the Attendee immediately upon invoice by the Organiser.

### 3.3 Privacy Policy

- 3.3.1 The Organiser considers the responsible use of personal information to be of vital importance and is committed to respecting your privacy. However, information is required from all Delegates when registering for the Event. This information may include your name, home or business address, phone numbers and e-mail address. Once the Organiser receives this information from you it is kept in a secure environment.
- 3.3.2 Personal information relating to Delegates will be shared with other organisations such as Event contractors, for the purposes of the Event. The Organiser may also use Delegates' personal information to contact them in the future for purposes relating to the Event or future events run by the Organiser.
- 3.3.3 The Organiser may provide you with information relating to other Event Delegates. This information is confidential and is provided to you for the purposes of the Event only. The information provided to you by the Organiser cannot be provided to a third party without the consent of the Organiser and any Delegates whose information is included.
- 3.3.4 The Organiser will not share full contact lists of any Event Delegates

### 3.4 Use of Your Image

- 3.4.1 The Organiser or its agents may take photos or recordings of Delegates and Booths (materials) and the Organiser, its partners and affiliates may use the materials for future promotional and marketing purposes without further reference or compensation to Delegates or Attendees.

### 3.5 Indemnity & Liability

#### Indemnity

- 3.5.1 Each Attendee indemnifies the Organiser and its related parties (employees, agents and service providers) 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 Attendee or any of its Delegates (including without limit any claims against the Organiser outside the terms of this Agreement made by any of its Delegates and any claims relating to the sale or supply of services by the Attendee); or
  - b. Any failure of the Attendee or any of its Delegates, employees and agents to comply with any of the terms of this Agreement.

#### Liability

- 3.5.2 The Organiser makes the appointment scheduling system available on the understanding that it is the responsibility of each Delegate to organise and arrange their appointments during the appointment request process. As the appointment scheduling system gives priority to appointments that are requested by both Buyer and Seller, it is necessary for Sellers to identify the Buyers of most interest to them, get in contact with them before the appointment request process takes place and arrange for them to request appointments with each other. The Organiser takes no responsibility for the number, type or quality of appointments on appointment streams.
- 3.5.3 To the extent permitted by law the Organiser shall not be responsible for:
  - a. Any loss or damage to the property of any Attendee or Delegate, howsoever caused;



- b. for any losses, costs, damages or expenses (whether incurred under contract, tort or otherwise) suffered or incurred by an Attendee or Delegate during or by reason of their attendance at the Event, whether within the control of the Organiser or otherwise;
- c. All warranties, representations and guarantees implied by law are excluded by the Organiser;
- 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 any Attendee or Delegate; and
- e. The maximum liability of the Organiser and its related parties in total to any Attendee or Delegate under, or in connection with, this Agreement, for all events and breaches, will be the amount of the fees paid by the Delegate under this Agreement.

### 3.6 Event Cancellation or Postponement

- 3.6.1 The Organiser may at any time by notice in writing to one Delegate of the Attendee cancel or postpone the Event without liability to any Attendee or Delegate except that:
  - a. in any case where the Organiser has elected to cancel, the Organiser shall refund all fees paid by the Attendee; and
  - b. in any case where the Organiser has elected to postpone, each Attendee shall have the right to cancel by notice in writing to the Organiser, using the Contact us page of the Event website ([www.trenz.co.nz](http://www.trenz.co.nz)), in which case the Organiser will refund all amounts paid by that Attendee.
- 3.6.2 If upon postponement any Attendee does not elect to cancel within two calendar months of the date of the notice of postponement, this Agreement shall be deemed to be in full force and effect with the details of the Event amended to those contained in the notice of postponement.

### 3.7 Access and Security, Delegates and Appointment Streams

- 3.7.1 Attendees may only register direct employees of their organisation as Delegates and a business card may be required as proof of employment. These Delegates may only represent the named organisation at the Event and any individuals promoting products or services not authorised by the Organiser may be excluded for the remainder of the Event, without compensation to them or any Attendee.
- 3.7.2 To add any new individual to the TRENZ database, a survey must be completed and submitted to TIA. This individual will be assessed based on the information provided and will be added at the discretion of TIA. This individual must be employed by the registered company, and cannot hold a role with another tourism organisation.
- 3.7.3 Individuals contracted to undertake specific sales activity for a business may be eligible to attend TRENZ. This will be determined on a case by case basis by TIA, upon review of information provided and any conflicts of interest.
- 3.7.4 Board members of registered companies are eligible to attend TRENZ. They must attend on a registered pass. TIA reserve the right to assess or revoke any passes if there is a conflict of interest.
- 3.7.5 Councillors and mayors of regions are not eligible to attend TRENZ on a regular pass purchased by a registered company. Attendance on a hosted walkthrough can be requested through TIA. This is at a set time, and there is no cost associated with this visit.
- 3.7.6 Delegates who are day pass holders may attend the Event at any time during Event Hours on the relevant day but not otherwise.
- 3.7.7 Contractors to assist with the construction or technical implementation of any exhibits or materials for a Booth will only be permitted access the Venue during the pack-in and pack-out hours specified in the Event Programme, unless the contractor holds a Delegate pass.
- 3.7.8 Any name badge or pass issued by the Organiser to a Delegate is non-transferable and must be worn by the relevant Delegate at all times during Event Hours. No one will be admitted to any Venue unless they are displaying the appropriate name badge or pass.

- 3.7.9 Delegates must collect their name badges or passes from the registration desk. Photo I.D. may be required before name badges or passes are issued. Any replacement name badge or pass issued by the Organiser will cost the Delegate \$75 (including GST).
- 3.7.10 Any individual found to be exchanging name badges or passes with other persons will have their name badge or pass confiscated and may be excluded from the Venue for the remainder of the Event.

### 3.8 Code of Conduct

- 3.8.1 Attendees are responsible for all Delegates representing them at the Event and related events. The Organiser may, in its sole discretion, refuse a Delegate entry into, or remove a Delegate from, any Event function (official, unofficial or related events) and prohibit them or the Attendee they represent from participating in the remainder of the Event, without compensation, if the Organiser considers, acting reasonably, that the Delegate is acting in a way that:
  - a. Interferes with the enjoyment, comfort or safety or other persons at the Event; or
  - b. Threatens the reputation of the Organiser or the Event.
  - c. This includes, but is not limited to, inappropriate behaviour such as harassment, violence, racial vilification, intoxication and the downloading of illegal material using internet services provided at the Event.
- 3.8.2 All Attendees and all Delegates must comply with all applicable laws and regulations (including all health and safety, fire and dangerous goods laws and regulations relevant to each Venue).
- 3.8.3 All Attendees and all Delegates must adhere to any and all policies distributed on behalf of the Organiser in relation to the Event.
- 3.8.4 Sellers and Trade Attendees are responsible for creating a business environment within their Booth space. Noisy distractions are not permissible (e.g. loud presentations on laptops and plasmas/screens, stand displays or interactive equipment). Entertainment must be restricted to the breaks and outside the allocated appointment times (i.e. morning and afternoon teas) and is subject to the Organiser's prior approval. Entertainment outside of these times must be agreed upon by the Event Organiser.
- 3.8.5 Persons under the age of 18 are not permitted on the trade show floor or to participate in the Official Event Programme.
- 3.8.6 Sellers and Trade Attendees are not permitted to host external events or functions for Buyers or Media during the Official Event Programme. Any Seller or Trade Attendee found to be hosting a function or event during the Official Event Programme or taking Buyers or Media from the trade floor during the Event to conduct product familiarisations, may be excluded from the Venue for the remainder of the Event and may be required to pay compensation of up to \$5,000 +GST to the Organiser.

### 3.9 Workplace Health and Safety

- 3.9.1 Health and Safety is each Delegate and Attendee's individual responsibility at the Event.
- 3.9.2 All Attendees and all Delegates must comply with all applicable health and safety laws and requirements relating to the Event including all health and safety requirements of the Venue and the Organiser which affect the Event.
- 3.9.3 The Event is a smoke-free event and smoking in the Venue is strictly prohibited.

### 3.10 General

- 3.10.1 No Attendee or Delegate may assign or transfer any of its rights under this Agreement to any person without the prior written consent of the Organiser, which may be withheld at its sole discretion.
- 3.10.2 Any notice or other communication by the Organiser to any Attendee or Delegate 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 Form. 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.
- 3.10.3 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 by the Organiser will limit the Organiser's right to subsequently require strict compliance with this Agreement.
- 3.10.4 This Agreement records the entire Agreement between the Organiser and the Attendee relating to the matters dealt with in this Agreement, and supersedes all previous arrangements, understandings and representations.
- 3.10.5 This Agreement is governed by the laws of New Zealand and the parties submit to the jurisdiction of the New Zealand courts to deal with all disputes relating to this Agreement.

- b. Not paint, mark or damage any fixtures or other parts the Venue;
- c. Ensure that all exhibits and materials used or displayed by the Booth, as well as any other materials provided by their service providers, comply with all applicable laws and regulations and all requirements of the management of the Venue;
- d. Not use any open flames, explosives, lasers, smoke, fog generators, gases or liquid fuels and will ensure all materials used in their Booth will be flame retardant;
- e. Ensure that any changes to electrical or light fittings within the Booth(s) are arranged through the preferred exhibition equipment supplier;
- f. Comply with the legislative requirements under the Gambling Act 2003 for any sweeps, raffles, door prizes, etc. held during the Event.
- g. Not use any external booth walls/ends of aisles to exhibit marketing material unless agreed upon by the Event Organiser. This must be requested in writing no later than February 26 2020.

## 4 Seller & Trade Booth Additional Terms

### 4.1 General

- 4.1.1 No non-New Zealand tourism products and services may be displayed, promoted or included in any descriptive materials, in the artwork for the front and back graphic booth panels, in collateral used and distributed at the Event or any digital signage (e.g. plasma presentations) onsite at the Event.
- 4.1.2 Sellers and Trade Booth Attendees can only exhibit using one company name which must be the same as the name given in the Application Form. The exception to this is any two or more companies owned by the same parent company, provided the parent company is not attending and representing the same products. In this case the names of each company must be provided in the Application form and must fit within the 30 character limit for the application name.
- 4.1.3 In the Event of an acquisition or takeover occurring prior to the Event, the Organiser reserves the right to cancel an accepted Seller's or Trade Booth Attendee's attendance where the acquisition or takeover will result in the Seller or Trade Booth Attendee having representation at another Booth. Where the Organiser has elected to cancel any registration under this clause the Organiser will return all applicable Fees paid.
- 4.1.4 Sellers must purchase at least one Appointment Book, one footprint and a minimum of one Full Delegate pass with function tickets per Appointment Book. Trade Booth Attendees must purchase a Trade Booth Package and at least one Full Delegate pass with function tickets.
- 4.1.5 Should an attendee be accepted to apply after the official registration closing date, an administration fee of NZD\$350 will be added by the Organiser to the invoice.

- 4.2.5 Any damage caused to the Booth space during the Event will be the responsibility of the Seller or Trade Booth Attendee allocated that Booth, who will be required to pay the cost of repairing that damage to the Organiser on demand.
- 4.2.6 All Sellers and Trade Booth Attendees are responsible for the storage of their property or collateral during the Event and its removal at the conclusion of the Event.
- 4.2.7 Any right to use a Booth is a licence to use that Booth only and does not constitute a lease or tenancy.
- 4.2.8 Set up of all Booths must be completed within the pack in period set out in the Official Event Programme. During this pack in period, all Delegates on site must have completed the health & safety induction, and wear appropriate clothing and enclosed footwear (no open-toe shoes). During this period the Venue is considered a construction site. No person under the age of 15 will be permitted on the trade show floor during pack in or pack out.
- 4.2.9 The Sellers and Trade Booth Attendees may not remove any exhibits or materials used or displayed in their Booth(s) prior to the end of the last official appointment listed in the Official Event Programme.

### 4.3 Seller Booth Location

- 4.3.1 Whilst the Organiser will endeavour to accommodate the preferences of a Seller or Trade Booth Attendee provided on their Application Form and to present an Event which is successful for all Sellers or Trade Booth Attendee, the locations of all Booths will be determined by the Organiser in its sole discretion.
- 4.3.2 The Organiser reserves the right at any time to change the location, size or layout of any Booth or to move the Seller or Trade Booth Attendee to an alternative space or spaces at the Venue. The Organiser will not be liable in any way to the Seller or Trade Attendee as a result of any such change or move provided that, where the Organiser moves the Seller or Trade Booth Attendee to any Booth which is smaller in size than the Booth upon which the Booth Fees payable by that Seller or Trade Attendee were initially calculated, those Booth Fees will be adjusted on a pro rata basis based on the areas of the two Booths concerned, provided that no adjustment will be made where any such move arises as a result of an event beyond the control of the Organiser.

### 4.4 External Sites and Vehicle Displays

- 4.4.1 A Seller or Trade Booth Attendee may request vehicle display sites in the Application Form. If accepted by the Organiser External Booths are provided on the following additional terms:
- a. No structure, temporary or otherwise, may be erected on this vehicle display site;
- b. Sellers or Trade Booth Attendee are responsible for the security of external exhibits for the duration of the Event where applicable.

### 4.2 Booth Requirements

- 4.2.1 No Booths or display material may be higher than 2.3 metres unless agreed otherwise by Ellen Walden. Sellers may request permission to exceed this height no later than the date specified in Item 2 of Schedule 1. Such permission shall be at the discretion of the Organiser. Hanging items above Booths is not permitted.
- 4.2.2 Booth walls are optional and RTOs may choose to build walls on behalf of their Sellers in line with the design of their regional Booth theming. Additional charges may be levied by RTOs to cover theming costs. The Seller should contact the RTO directly 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.
- 4.2.3 Groups of Sellers wishing to set up a 'named' area in 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 a marketing organisation (e.g. RTO or marketing network), making four Booths in total. The Sellers must notify the Organiser by the date specified in Item 2 of Schedule 1 of their request which shall be at the discretion of the Organiser.
- 4.2.4 A Seller or Trade Booth Attendee will:
- a. ensure that all exhibits and materials of their Booths are positioned within the allocated space(s) for the booth(s);

- c. Delegates staffing the external displays must be registered Delegates.
- 4.4.2 No vehicles may be displayed inside the Venue unless agreed with the Organiser.

#### 4.5 Insurance

- 4.5.1 All Sellers and Trade Booth Attendees must maintain the following insurance cover for the duration of the Event and all pack in and pack out periods:
- a. insurance to cover all loss, damage or theft to their exhibits, materials and other property;
  - b. Provide evidence of such cover to the Organiser when requested.

#### 4.6 Non-compliance Fee

- 4.6.1 The Organiser reserves the right to charge an additional fee of up to \$5000 (plus GST) if a Seller or Trade Booth Attendee does not adhere to these Seller and Trade Booth Additional Terms, to compensate the Organiser for that breach.

### 5 Buyer Delegate Additional Terms

#### 5.1 General

- 5.1.1 A Buyer Delegate must be directly employed by the Buyer he or she represents. The Organiser reserves the right to limit number of Delegates attending from each Buyer.
- 5.1.2 Buyer Delegates are required to attend the full Event programme. Day Passes are not available for Buyers.
- 5.1.3 Buyers are not permitted to sell media or advertising in the lead up to or during the Event. Any Buyer or Buyer Delegate found doing so may be excluded from the remainder of the Event by the Organiser, without compensation.

#### 5.2 ITOs

- 5.2.1 Inbound Tour Operators who choose to apply to attend as a Buyer must adhere to the Buyer terms, and the Buyer delegate must only participate in the Event as a Buyer, not a Seller. Any ITO found to be breaching this clause may be excluded from the remainder of the Event by the Organiser, without compensation.
- 5.2.2 ITOs with TIA or TEC membership will be given preference as Buyers.
- 5.2.3 ITOs who are exhibiting as a Seller will be given preference as Buyers.

#### 5.3 Flights, Accommodation and Support

- 5.3.1 Flights to and from the host city are not included in the participation fee. Sponsored flights may be available and, if so, details will be provided by the Organiser. Flights are subject to availability, route restrictions and special conditions. All flight taxes, departure taxes and levies will be the Buyer's responsibility.
- 5.3.2 Accommodation will be included in the participation fee for all Buyer Delegates, excluding those based in the host city, and is supplied on a room only basis for the four core Event nights. All other accommodation charges are the responsibility of the Buyer and Buyer Delegate and must be settled with the accommodation provider prior to departure. There is no reduction in fee if accommodation is not included.
- 5.3.3 Accommodation will not be allocated to Buyer Delegates whose Fees are outstanding.
- 5.3.4 If a Buyer Delegate cannot speak business English, they will be required to bring or arrange an interpreter. This is at their own cost, and will incur a Secondary Buyer registration.
- 5.3.5 It is highly recommended that all Buyer Delegates arrange appropriate travel and medical insurance.

### 6 Media Delegate Additional Terms

#### 6.1 General

- 6.1.1 A Media Delegate must be directly employed by the Media he or she represents. The Organiser reserves the right to limit number of Delegates attending from each Media.
- 6.1.2 Media Delegates are required to attend the full Event programme.
- 6.1.3 Media Delegates are not permitted to sell media or advertising in the lead up to or during the Event. Any Media or Media Delegate found doing so may be excluded from the remainder of the Event by the Organiser, without compensation.
- 6.1.4 A Media Delegate commits to providing a minimum level of coverage of New Zealand product or the event.

#### 6.2 Flights, Accommodation and Support

- 6.2.1 Sponsored flights may be available and, if so, details will be provided by the Organiser. Flights are subject to availability, route restrictions and special conditions. All flight taxes, departure taxes and levies will be the Media's responsibility.
- 6.2.2 Accommodation will be provided for all Media Delegates and is supplied on a room only basis for the four core Event nights. All other accommodation charges are the responsibility of the Media and Media Delegate and must be settled with the accommodation provider prior to departure.
- 6.2.3 If a Media Delegate cannot speak business English, they will be required to bring or arrange an interpreter.
- 6.2.4 It is highly recommended that all Media Delegates arrange appropriate travel and medical insurance.

### 7 Schedule 1

#### 7.1 Item 1 – Key Event Details

**Event:** TRENZ 2020

**Event Date(s):** 18-21 May 2020

**Venue:** Horncastle Arena, Christchurch

#### 7.2 Item 2 – Key Dates

**Last Date for All Seller and Trade Booth Payments:** 20 December 2019

**Last Date for All Buyer Payments:** 31 January 2020

#### Seller and Trade Booth Cancellation Dates:

- i. Prior to 5.00pm NZT, 20 December 2019: No cancellation fee applies.
- ii. 5.01pm NZT, 20 December 2019: 50% cancellation fee on initial registration applies.
- iii. 5.01pm NZT, 18 February 2020: 100% cancellation fee applies on initial registration.
- iv. 15 April 2020: 100% cancellation fee for any additional purchases.

#### Buyer Cancellation Dates:

- i. Prior to 5.00pm NZT, 31 January 2020: No cancellation fee applies.
- ii. 5.01pm NZT, 31 January 2020: 50% cancellation fee on initial registration applies.
- iii. 5.01pm NZT, 6 March 2020: 100% cancellation fee applies on initial registration.

#### Other Dates:

- i. 26 February 2020: Last date for Sellers to request an over height Booth.
- ii. 1 November 2019: Last date for Sellers to request a 'named' area in the TRENZ floor plan.