

EXHIBITOR TERMS AND CONDITIONS

COMIC GONG

SATURDAY 24 MAY 2025



Exhibitor Terms and Conditions

By applying for an Exhibitor space at Comic Gong you agree to be bound by the Terms and Conditions as specified below, and any other restrictions or guidelines deemed reasonably necessary by Comic Gong, Wollongong City Libraries (WCL), and Wollongong City Council (WCC). Please ensure you have read and understood each item in the Terms and Conditions and then tick the acknowledgement statement at the end of the application.

GENERAL CONDITIONS OF AGREEMENT

1 Applications

- 1.1 It is your responsibility, as an Applicant, to monitor your nominated email address for information sent by WCL in relation to your Application, and to Comic Gong.
- 1.2 Your Application does not guarantee an Exhibitor Space booking for Comic Gong. Successful and unsuccessful Applicants will be notified by email once the application process has closed, by Friday 28 February 2025. If you are accepted, you become an 'Exhibitor' for the purposes of these Terms and Conditions.
- 1.3 Comic Gong, WCL and WCC reserve the right to reject any application, regardless of the date the application is received. Unsuccessful applicants will be placed on the waiting list. The Exhibitor selection criteria is based on quality, variety, and suitability, and acceptance of the Exhibitor Terms and Conditions.
- 1.4 Tables (with two chairs and a black tablecloth per table) are provided with Exhibitor Spaces; Exhibitor Spaces are charged per table.
- 1.5 First preferences for number of tables and/or locations cannot be guaranteed.
- 1.6 Successful applicants must have the Exhibitor Space fee paid in full to WCC by Friday 28 March 2025 or their Exhibitor Space will be reallocated to another Applicant.
- 1.7 If you require power, you must purchase an Exhibitor Space with Backing Boards, to prevent trip hazards.

2 General

- 2.1 WCL reserves the right to allocate Exhibitor Spaces at their discretion. In the event that all available Exhibitor Spaces are filled, a reserve list will be created. In the case of cancellations, Exhibitor Spaces will be filled from this list.
- 2.2 Once allocated, Exhibitors cannot change the size and/or location of their space/s.
- 2.3 WCL reserves the right of final approval of every display, and the ability to take any course of action it deems necessary to rectify a situation that may impact upon Comic Gong negatively, including expulsion of any Exhibitor from Comic Gong, who does not comply with stated any requests from Event Staff. No compensation for any loss whatsoever can be made in relation to expulsion from Comic Gong.
- 2.4 Any Exhibitor that fails to occupy their space on the day of Comic Gong for whatever reason will forfeit their Exhibitor Space fee. Exhibitor Spaces cannot be sublet or subhired at any time.
- 2.5 Displays must stay within the confines of the Exhibitor Space allocated to the Applicant, and must not impede aisles and walkways, or block exits. For the purposes of this clause, "displays" include, but are not limited to, cabinets, shelving, display cases and racks, tables, stock containers, and equipment.

- 2.6 No sale or spruiking can occur outside the boundaries of your allocated Exhibitor Space – including outside the venue, or in aisles or thoroughfares – without prior approval from WCL.
- 2.7 Each Exhibitor Space will be supplied with the number of tables paid for by the Exhibitor, plus two chairs and a table cover per table. Each table is 180cm x 75cm in dimension.
- 2.8 Exhibitors are responsible for setting up their Exhibitor Space by 9:30am on the day of Comic Gong – the venue will be accessible for set-up from 7am. Trading will commence at 10am. The venue will also be available for set-up on the Friday before Comic Gong with prior approval only.
- 2.9 Trading will cease at 3pm – all Exhibitors are required to be open for trade until this time. Exhibitors are responsible for pack up of their Exhibitor Space including removal of all rubbish. This is to be completed by 5pm and Dapto Ribbonwood Centre vacated.
- 2.10 Comic Gong is a drug and alcohol-free Event. Persons that supply or consume alcohol, or are in possession of illegal drugs, will be removed from the Event and the authorities contacted, as required.
- 2.11 No persons are to engage in any conduct, act towards, speak to or visually sell or display items to any Exhibitor, volunteer/guardian, performer, supplier, staff member, or other patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person on the basis of that other person's colour, gender, sexuality, disability, religion, descent or national or ethnic origin.
- 2.12 Cancelling your Exhibitor Space booking after Friday April 25 2025 will result in the forfeit of your Exhibitor Space fee.

3 Safety and Risk

- 3.1 Exhibitors must comply with the Comic Gong Covid Safety Plan.
- 3.2 All Exhibitors are required to exercise due care in keeping their Exhibitor Space clean, safe, and risk free, and to report all hazards, incidents, injuries, or near misses, to Event Staff.
- 3.3 Exhibitors are responsible for managing all risks associated with being an Exhibitor at Comic Gong.
- 3.4 Exhibitors accept full responsibility for their Exhibitor Space, merchandise, monies, and personal items – including ensuring that their Exhibitor Space is attended at all times. WCL, WCC, and Event Staff take no responsibility for lost, stolen or damaged goods.
- 3.5 Exhibitors must comply with unloading/loading and parking conditions and restrictions, including directions from Event Staff.
- 3.6 Exhibitors agree to comply with Event Staff directions and not to engage in any behaviour that may bring the reputation of Comic Gong, WCL or WCC into disrepute, as determined by Event Staff, acting reasonably.
- 3.7 Where Exhibitors require power, all electrical equipment must be tested and tagged by a licenced electrician, with photographic evidence of tags provided prior to Comic Gong. No electrical items will be permitted on site without this prior evidence.
- 3.8 If Comic Gong is cancelled for any reason, WCL will cancel all Exhibitor Space bookings without any penalty or liability to Comic Gong, WCL or WCC.

4 Insurance and Certification

- 4.1 Applicants must supply a true and current copy of their public liability insurance policy along with their Application. Exhibitors must also supply WCL with an updated Public Liability Policy if the expiry date is before 24 May 2025.

5 Child Safety

- 5.1 For the purposes of this clause 5, Child Safety Laws means the Child Protection (Working with Children) Act 2012 (NSW), the Child Protection (Working with Children) Regulation 2013 (NSW), Children's Guardian Act 2019 (NSW) and any other child protection law that may apply to you in connection with this Terms and Conditions or your participation in the Event.
- 5.2 The Exhibitor shall provide to Council any information required to satisfy Council's obligations under sections 9 and 9A of the Children Protection (Working with Children) Act 2012.
- 5.3 The Exhibitor is to ensure that it meets any obligations it may have in accordance with sections 9 and 9A of the Children Protection (Working with Children) Act 2012 in relation to its employees or workers (volunteer or paid) and that the Exhibitor has obtained and verified its employees and workers' relevant details as they relate to working with children.
- 5.4 If an Exhibitor's role at Comic Gong involves child-related work (e.g. face painting, caricature, airbrush tattoos, etc.) the Exhibitor must hold a valid Working with Children Check or current certificate for Self-Employed People and without such will not be eligible to participate in the activity.

6 Restricted Material

- 6.1 Pornography is strictly forbidden for sale or giveaway at Comic Gong; so too are items that would be classified as illegal under any or all state or territory law within Australia, including, but not limited to, extreme, restricted or explicit materials or those that contain paedophilia in any form.
- 6.2 All other adult material must not be visibly displayed, or within reach of any minors, and carry appropriate or comparative classification.
- 6.3 The Sale and Display of weapons, replicas and props that have the potential to cause injury carry conditions and restrictions. Please see Comic Gong's Weapons Policy for details.

7 Bootleg or Unlicensed Materials

- 7.1 WCL enforces a zero tolerance for the ownership or sale of bootleg or pirated goods. Spot-Check Inspections of stock may be randomly conducted throughout Comic Gong.
- 7.2 If any restricted, illegal, or contraband materials are found, action will be taken to confiscate or remove these materials from Comic Gong. This may include the cessation of trading and/or expulsion from Comic Gong.
- 7.3 Please be aware that under these circumstances, Exhibitors will not be eligible for any compensation as noted in point (10) of the General section of these Terms and Conditions. It is the Exhibitor's responsibility to bring and provide all relevant documentation that prove their materials are not suspect, on the day of the Event, to be shown if required.

8 Photography and Media

- 8.1 You agree that any photographs or video taken during Comic Gong by WCL approved photographers or videographers may be used by Comic Gong, WCL, and WCC on behalf of Comic Gong for the purpose of promotional, archival and media opportunities, including but not limited to television, newspaper and social media outlets. WCL approved photographers also maintain the right to use photographs for their portfolios.
- 8.2 If this agreement presents an issue for you, please contact us at comicgong@wollongong.nsw.gov.au
- 8.3 For social media posts relating to Comic Gong use #comicgong and #WCLibraries or tag the Comic Gong Facebook page.

9 Marketing and Use of the Comic Gong Logo

- 9.1 WCL can provide an electronic version of the Comic Gong logo and/or website banner in .jpg format for inclusion in your marketing strategy.
- 9.2 WCL must approve all uses of the Comic Gong logo and/or website banner prior to publishing or broadcast of recorded material.
- 9.3 Approval for the use of the Comic Gong logo and/or website banner is for the original request only, and does not grant blanket use of that logo and/or website banner. A list of its intended uses must be identified prior to any use.
- 9.4 To obtain the high-resolution image, please contact comicgong@wollongong.nsw.gov.au

10 Acknowledgement

- 10.1 I acknowledge and agree to be bound by these Terms and Conditions, and recognise that failure to comply with the Terms and Conditions, including prior to Comic Gong, and on the day of Comic Gong, may result in cancellation of my Exhibitor Space and the forfeit of the Exhibitor Space fee.

11 Enquiries

- 11.1 If you have any questions regarding the Terms and Conditions pertaining to your contract as a Comic Gong Exhibitor with WCL, please contact comicgong@wollongong.nsw.gov.au