

SMASH! 2019 ARTIST MARKET TERMS & CONDITIONS

This document forms part of the contract between SMASH Inc (the 'Organiser', 'We' or 'Us') and the signatory (the Artist or 'You'). It is a condition of your attendance at the 2019 SMASH! Sydney Manga and Anime Show (the 'Convention') that you agree to, and abide by, the following terms and conditions.

ANY BREACH OF THESE TERMS MAY RESULT IN REMOVAL FROM THE CONVENTION.

STALL ARRANGEMENT

1. The placement of the Artist's stall during the Convention is at the discretion of the Organiser.
2. Artist displays must stay within the confines of the allocated stall space and must not impede or interfere with aisles, walkways, exits or surrounding stalls.
3. The Artist will be allowed pre-Convention access to the main exhibition area on **Friday, July 12 2019**, and the mornings of **Saturday, July 13, 2019** and **Sunday, July 14, 2019**. Times of access will be provided by the Organiser at a later date.
4. At the end of the Convention, the Artist must completely empty the stall space and ensure it is neat and tidy. This includes, but is not limited to, the removal of all displays, products and rubbish. The Artist will be financially responsible for any costs incurred as a result of their failure to empty and tidy their stall.
5. The Artist will nominate a designated person(s) as their contact. Information provided by the Organiser to the designated person(s) is deemed to have been provided to the Artist. The Artist must notify the Organiser if there is any change in their designated person(s)'s details.
6. The stallholder must be present at their respective stall during trading hours on both days. Trading hours will be provided by the Organiser at a later date.
7. The Artist is responsible for the movement of all equipment to/from the Convention or in the stall space. The Organiser is not liable for any breakages that may occur.
8. Staff, stock and equipment must be removed from the premises by **7:00 pm AEST on Sunday, 14 July, 2019**. Failure to do so will result in additional charges for extension of hire of venue calculated per hour until all stallholder staff, stock and equipment has been removed from the premises.

REGISTRATION DEADLINE

1. The registration deadline is **5:00 pm AEST on Friday, March 22nd, 2019**.

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REFUNDS

1. If the Artist cannot attend the Convention, and gives notice of their cancellation by **5:00pm AEST on Friday, June 14, 2019** their hire fee will be refunded in full.
2. If the Artist cannot attend the Convention and provides notice after **5:00pm AEST on Friday, June 14, 2019** but before **5:00pm AEST on Friday, June 28, 2019**, a partial refund of 50% may be provided at the discretion of the Organiser, to reflect expenses already incurred.
3. If the Artist cannot attend the Convention and provides notice after **5:00 pm AEST on June 28, 2019**, the Artist will forfeit all hire fees.

UNAUTHORISED MATERIAL

1. For the purposes of this agreement, a product is referred to as a 'bootleg' when sale of such a product is unauthorised by the relevant intellectual property rights holder(s) for that product. In the event of a disagreement between the Organiser and the Artist as to whether a product is unauthorised, the final decision will be determined by the Organiser. No correspondence will be entered into and the decision is final. If the Artist is unsure of whether a product complies with this section, they are encouraged to ask the Organiser for clarification.
2. The trading and/or selling of bootleg and/or illegal merchandise at the Convention is prohibited and will not be tolerated for any reason. If the Artist participates in the sale of bootlegs, the Artist will be given an official warning from the Organiser and asked to remove the relevant items from display and sale for the duration of the Convention. If the Artist continues to sell bootlegs, the Artist will be given a second official warning and asked to remove the relevant items from display. If the Artist continues to sell bootlegs, the Artist will forfeit their stall and their hire fee and be asked to leave the Convention immediately. No correspondence will be entered into and the decision is final.
3. At the discretion of the Organiser, the definition of 'bootleg' will not apply to the Artist in respect of artwork that they produce or manufacture. Merchandise sold as artwork must be clearly indicated as such, distinguished from commercial products the Artist may also be selling, and must not use items otherwise considered 'bootleg' as component parts. In the event of a disagreement between the Organiser and the Artist as to whether an item is artwork, the decision will be made by the Organiser. No correspondence will be entered into and the decision is final. If the Artist is unsure of whether an item is artwork, they are encouraged to ask the Organiser for clarification.
4. The Artist agrees that all merchandise will be subject to inspection by the Organiser for compliance with the Terms and Conditions, at any time while the Artist and/or their merchandise is on premises of the Convention, and will present any specified items for further inspection upon request. Furthermore, the Artist must present

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documentation or other evidence that their merchandise complies with these Terms and Conditions, when requested to by the Organiser.

5. The Artist Market is intended to serve as a venue for independent Artists to display, sell, promote their artworks and merchandise. As such, all items displayed and/or on sale by the Artist must be the original work and creation of the Artist. The display and sale of plagiarised or stolen artworks and merchandise will not be tolerated. The Organiser will take no responsibility for any and all legal issues that arise from the sale of prohibited items.

Examples of artworks and merchandise that is permitted to be displayed and sold at SMASH! Artist Market include:

- Fan artwork that does not resemble mass-produced or commercially released products.
- Plushies, hats, pins, stickers, key chains, etc. provided that they are not bootlegs, stolen, knock-offs, or plagiarised off of other artists or officially licensed products.
- Original sculptures, dolls, artwork prints, etc.
- Examples of artworks and merchandise that is NOT permitted to be displayed and sold at SMASH! Artist Market include:
 - Tracings or reproductions of commercially-released artworks and merchandise.
 - Tracings or reproductions of another artist's artworks.
 - Anything with a trademarked or copyrighted logo.

COMMERCIAL PRODUCTS

6. This section applies to the Artist only if it has been designated as a 'Community Group' 'Indie Gaming Developer' or 'Artist' Stallholder' by the Organiser. An Artist is an 'Artist Stallholder' if it is located in the Artist Market, 'Indie Gaming Developer' if it is located in the Indie Gaming area, or a 'Community Group Stallholder' if located in the Clubs & Community Groups area.
7. Content on public display at the Convention must not breach this section. In the event of a disagreement between the Organiser and the Artist as to whether this section has been breached, the decision will be made by the Organiser. No correspondence will be entered into and the decision is final. If the Artist is unsure of whether a product complies with this section, they are encouraged to ask the Organiser for clarification.
8. If the Artist sells a product which breaches this section, the Artist will be given an official warning by the Organiser and asked to remove the relevant items from display and sale for the duration of the Convention. If the Artist continues to sell a product which breaches this section, the Artist will be asked to remove the relevant items from display and sale for the duration of the Convention and given a second official warning. If the Artist continues to sell a product which breaches this section,

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the Artist will forfeit their stall and their hire fee and be asked to leave the Convention immediately. No correspondence will be entered into and the decision is final.

9. The sale of commercial products by an Artist is not permitted. For the purposes of this section, a product is a 'commercial product' if the item not produced, designed or manufactured by the Artist or by persons with whom the Artist has an agreement to sell items on their behalf.
10. Section 5 does not apply to the Artist in respect of artwork that they produce or manufacture. In the event of a disagreement between the Organiser and the Artist as to whether an item is artwork, the decision will be made by the Organiser. No correspondence will be entered into and the decision is final. If the Artist is unsure of whether an item is artwork, they are encouraged to ask the Organiser for clarification.

COMMERCIAL PRODUCTS

1. Content on public display at the Convention must not breach this section. Furthermore, all products must be sold in accordance with all applicable NSW laws, regulations and consumer protections.
2. The sale of products with restricted content is not permitted. For the purposes of this section, restricted content includes:
 - frontal and tasteless nudity, pornography, sexually orientated violence, explicit or suggestive material;
 - material that promotes or encourages behaviour that is threatening, embarrassing, hateful, libellous, racially or ethnically insulting, or otherwise inappropriate for persons under the age of 15; and
 - extreme violence or gore.
3. The sale of products that are deemed unacceptable by the SMASH! Code of Conduct Props Policy ('Unacceptable Props') is subject to restrictions and approval by the Organiser. 'Unacceptable Props' products must be displayed in a manner that prevents handling of the items outside of the bounds of the Artists space. These products must also be sold in appropriate packaging, and transferred and stored after sale, for collection by the attendee upon exit from the Convention. Transfer, storage and other activities related to compliance with this policy, will be the responsibility of the Artist, and further details will be provided at a later date. Products deemed to be Unacceptable Props, their display, storage, and collection will be subject to inspection by the Organiser and Venue Security.
4. If the Artist sells a product which breaches this section, the Artist will be given an official warning by the Organiser and asked to remove the relevant items from display and sale for the duration of the Convention. If the Artist continues to sell a product which breaches this section, the Artist will be asked to remove the relevant items from display and sale for the duration of the Convention and given a second official warning. If the Artist continues to sell a product which breaches this section, the Artist will forfeit

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their stall and their hire fee and be asked to leave the Convention immediately. No correspondence will be entered into and the decision is final. If the Artist is unsure of whether a product falls under 'Restricted Content' or 'Unacceptable Props' or otherwise complies with this section, they are encouraged to ask the Organiser for clarification.

FOOD AND DRINK SALES

1. The sale of foods and drinks ('consumable items') is restricted for Artists that are approved by the Organiser and Venue as a 'food vendor'. Consumable items must not be sold by the Artist without approval of the Organiser. No correspondence will be entered into and the decision is final.
2. If the Artist is found selling consumable items, they will be asked by the Organiser to remove it from sale. If they do not comply, their merchandise may be retained by the Organiser until the end of the Convention. No correspondence will be entered into and the decision is final.

STAFF ENTRY

1. The Artist will be issued with the number of Artist passes agreed to as part of their application, and must indicate the number of passes required. Additional passes must be requested by **5:00 pm AEST Friday, June 14, 2019**.
2. Artists are required to be in possession of an Artist pass at all times while at the venue. Artists may be required to show their pass upon request of the Organiser. Any Artist found not in possession of a pass may be removed or denied entry. This decision will be at the discretion of the Organiser. No correspondence will be entered into and the decision is final.
3. The number of artist passes to be provided to the Artist is the number listed on the invoice provided by the Organiser to the Artist. The Organiser and Artist may agree to a different number if the agreement is made in writing. Additional Artist passes will also be available for purchase from the Organiser.

THEFT

1. It is the Artist's responsibility to protect themselves from theft. The Organiser takes no responsibility for any damage incurred by the Artist or their property before, during or after the Convention.

GENERAL

1. These terms and conditions are subject to change at the Organiser's discretion as notified from time to time.

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2. By the Artist's payment and/or attendance, the Artist also agrees to any additional terms set out in other information provided by the Organiser (if applicable).
3. By the Artist's payment and/or attendance, the Artist agrees to all the conditions set out on this agreement.
4. Placement in the convention is not confirmed until the Organiser has received payment for the issued invoice from the Organiser. The Artist's attendance at the Convention is subject to any further rules and regulations of the exhibiting venue, the Organiser Artist Manual or official suppliers (where applicable).
5. The Organiser will make the Artist Manual available to the Artist closer to the event date. The Artist Manual will set out additional terms, and specifics to the operation of the event. By the Artist's payment and/or attendance, the Artist agrees to these additional terms and to follow the instructions set out in the Artist Manual where applicable and reasonable.