Australia's Sustainable Farming and Primary Industries Expo



— CELEBRATING 40 YEARS —



# 2024 PROSPECTUS



# Thurs 16 - Sat 18 May 2024

Richmond Valley Events Centre Casino, Northern Rivers NSW

Open to the public 9am-4pm daily www.primex.net.au























## Introduction





# I would like to thank you in advance, for your consideration of Primex Field Days in this special celebratory 40th Anniversary year.

Certainly, from humble beginnings, the event has evolved from around 40 exhibitors in 1985, to flourish and grow into one of the most comprehensive agricultural trade and farming exhibitions, aiming for over 400 exhibitors in 2024.

Building relationships and collaboration amongst all business, industry and producer sectors over the past 4 decades, has been a key factor in the event's development and continues to contribute to our successful delivery of this special agricultural event.

As the only family-owned agricultural field days business in Australia, we remain proud of our 40 years servicing the needs of our farming and rural communities, throughout one of the most diverse primary industry, food production sectors in the country. We have seen amazing advancements and innovation, amidst the challenges that agricultural events have experienced (especially in the past decade).

Our organisation remains committed to our Vision and Mission, in presenting Australia's largest coastal-based field days, in the exceptional agricultural and primary production regions throughout New South Wales and southeast Queensland.

# Anyone with products, support services and technologies that service farming, regional and rural businesses and communities has a place at Primex!

Primex has a strong track record and long-standing reputation of generating proactive, positive outcomes for any small, medium and large business or organisation, from brand and product awareness, through building enquiries and having achieved an estimated \$67 million in sales (2023).

We therefore invite you to attend this special anniversary Primex, a milestone event that we believe will exceed our exhibitor objectives and one we are very excited to deliver in 2024.

**Bruce Wright**Managing Director



#### When

Thursday 16th – Saturday 18th May 2024

Open to the public 9am - 4pm daily



#### **Where**

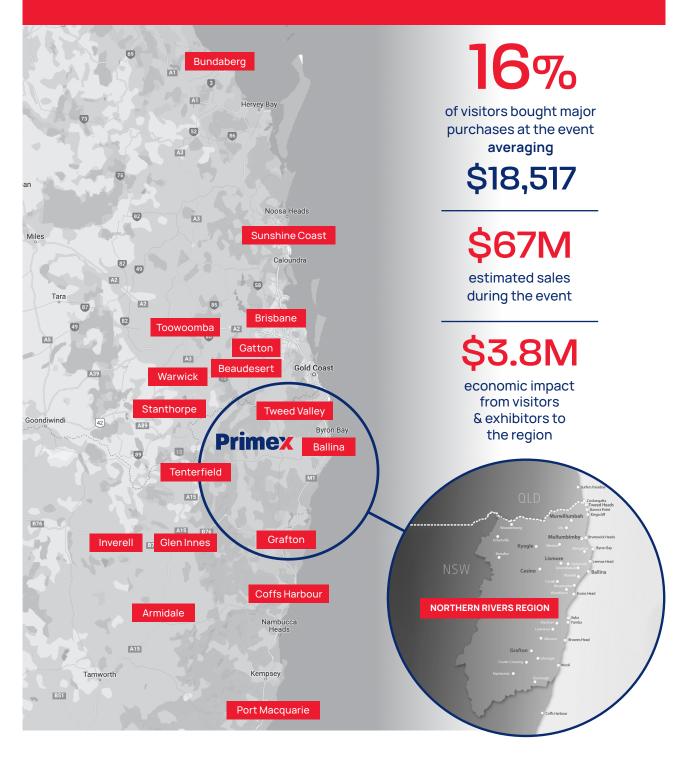
Richmond Valley
Events Centre is
a dedicated field
day venue located
in Casino, Northern
Rivers. It offers
central access to the
agricultural regions
in North & Mid-Coast,
New England, Scenic
Rim, Granite-Belt, and
the Darling Downs.

# **Event Statistics**



The immediate region comprises agriculture, forestry, fishing, and natural resource industries, collectively contributing to its economic growth. These sectors have a gross (immediate) regional productivity of \$1,549m and with an economic contribution to the region of \$2,788m.

\*Source: RDA 2019/20 ABS data and analysis).





By partnering with Primex, sponsors and exhibitors can tap into a well-defined and engaged audience, ensuring valuable exposure, sales opportunities, and access to a thriving agricultural community.









370 Exhibitors

**24,000**Visitors

795
Companies

1,850 Industry Group Representatives

48% of visitors are primary producers



71% have been to at least one Primex



44%

of visitors are from a wide range of primary industries

including: beef (12%), macadamias (9%) and tea tree (8%) as well as forestry, cropping, blueberries and dairy.

Audience Demogr	raphics
under 18 years	19%
18 - 39 years	19%
40 - 54 years	20%
55+ years	42%
Visitor Place of Re	esidence
Visitor Place of Re Northern Rivers	
	78%
Northern Rivers	78%
Northern Rivers Other NSW	78% 13% 8%

Visitor Main Interests
Products for Sale 70%
Machinery Exhibit 70%
Land Management Ideas 44%
Livestock & Animal Displays 44%
Demonstrations & Talks 27%
Nourish Food & Drink Fest 25%
Outdoor Leisure 24%
Innovation Hub 19%

# **Field Day Benefits**





Primex offers face-to-face connections that build relationships and drives sales. The interactive event is designed to help you showcase product launches, demonstrations, activations, and functions. By participating as an exhibitor and partnering with Primex, you can elevate your brand, grow your database and establish lasting connections.



71%

of Exhibitors Attend **Primex** to Generate Brand & Product Awareness



72%

of Exhibitors Indicated they would return to **Primex** 

#### **Exposure to a Targeted Audience**

Primex is more than just an event; it's a **bustling** marketplace that fosters direct connections between exhibitors and buyers. With over three decades of experience, Primex has cultivated a culture of interaction, buyers come knowing they can 'touch and feel' the product and talk to someone who knows the product.

#### **Tailored Networking and Partnerships**

Primex attracts a diverse range of visitors, from influential primary producers to passionate weekend gardeners looking to buy. This dynamic mix creates a fertile ground for networking and forming valuable partnerships. It's the ideal platform to connect with potential collaborators, distributors, and clients.

#### **Elevate Your Brand's Visibility**

Participation in Primex is more than just booking a site; it's a strategic opportunity to elevate your brand's visibility and product awareness. **Attracting visitors to your site becomes a collaborative effort** and through pre-event planning and communication, our investment will ensure your customers know you'll be attending.

#### **Showcase Your Products and Services**

Primex offers a variety of exhibitor opportunities with dynamic spaces and themed areas to showcase your products and services. Primex is designed to create a range of reasons for attendees to visit your booth. Whether through live demonstrations, interactive displays, or engaging activations, you can present your offerings in a way that resonates with potential customers.

#### **Supportive and Collaborative Environment**

Primex is committed to ensuring your success. We understand the significance of building relationships and fostering connections. Primex encourages and supports exhibitors in providing demonstrations, networking events, and activations that enhance customer experiences.

Our collaborative environment nurtures a sense of community among participants.

#### **Direct Path to Sales**

Primex has a proven track record of facilitating sales and generating revenue. An independent survey revealed that 16% of visitors made major purchases, amounting to over \$67 million in sales generated annually for exhibitors and sponsors. Additionally, approximately 70% of attendees expressed a likelihood of purchasing from exhibitors based on their Primex experience.



# Marketing & Promotion Reach

Primex adopts a comprehensive marketing and promotional strategy to ensure maximum exposure for partners, who enjoy a strong presence before, during, and after Primex. The multi-faceted approach covers both traditional (billboards, TV, radio, and print) and digital channels (digital ads, social media, email marketing).

# 1.5 million

online readers reached from editorial content

1.8M

25,500

**people reached** from media advertising

Official Primex Guides inserted in The Land & Qld Country Life

13,591

31,000

Email Subscribers (35.47% open rate) website sessions (Jan - Jun 2023)





# **Field Day Benefits**



## The Primex Network

Primex collaborate with over 40 key industry players and its network is the most comprehensive advantage and asset offered to exhibitors and partners who can connect with the movers and shakers of government, industry, grower, and producer organisations across various sectors.

AusIndustry	East Aus Milk	NSW Cane Growers
Austrade	FoodAgility	NSW Department of Education
Australian Banana Growers	Future Farmers Network	NSW Department of Primary Industries
Australian Blueberry Growers	Future Feeders	NSW Farmers
Australian Boer Goat Association	GrowCom	NSW Local Land Services
Australian Forest Contractors Association	Hort Innovation	OzGroup CoOperative
Australian Forest Products Assoc	Hurfords Forests	QLD Department of Agriculture & Fisheries
Australian Macadamia Society	Kyogle Council	Regional Development Australia - Northern Rivers
Australian Tea-Tree Industry Assoc	Meat & Livestock Australia	Richmond Valley Council
Ausveg	Natural Rice Company	Sourdough Business Pathways
Bundaberg Fruit & Vegetable Growers	Norco CoOperative Ltd	Southern Cross University
Business NSW	North Coast Oil Seed Growers	Subtropical Dairy
Clarence Valley Food Inc.	North East NSW Forestry Hub	Sunshine Sugar
CSIRO	Northern CoOp	Foods Timber NSW
Dairy Connect a	Northern Rivers Food	Timber QLD
Dorper Society of Australia	Northern Rivers Reconstruction Corporation	Tweed Fruit & Vegetable Growers Assoc

## **Australian Made**

Primex is proud join forces with Australian Made to showcase the importance of product origin and to support ethical manufacturing practices. Australian Made champions homegrown products and encourages consumers to actively seek out and support Australian-made and grown goods through country of origin labels.

Join us as we shine a spotlight on exhibitors' products like never before, ensuring that thousands of event attendees are well-informed about Australian Made innovation, machinery, equipment, and products showcasing at Primex 2024.



# **Testimonials**





2023 was our first time as an exhibitor on behalf of our family business "The Rural Shop.com", the help and assistance throughout the lead up, during and post field day was exceptional. The overall feedback, support, and sales we received in what is a new area for us as a business was very satisfying and humbling over the 3 days. We are looking forward to returning in 2024 to help celebrate the 40th anniversary.'

#### SCOTT MALONE - The Rural Shop

#### "

Primex 2023 was our second year partnering the event and we were very happy with how it all went. Everything ran smoothly and to plan for us and we were in a great position to talk to literally thousands of people about their home and business energy needs. Congrats to Bruce, Colleen and all the Primex team for a great event. We look forward to seeing you again.'

# NEILTHEW - Regional Business Development Manager, Red Energy

#### "

The desire to be different is apparent and the improvements have been noticed by many in the Industry. The Primex organisers communication with us as exhibitors is unlike any other Field day we attend, They are keen to listen and ask questions and formulate a plan. We are now seeing an increase in Exhibitor's and with this we will see a continued increase in attendance. Primex's communication with the various Industry groups has provided feedback to us so we can improve our planning. It is up to us as exhibitors to ensure we provide a display that people want to come and see'

IAN DAVIDSON - Regional Sales Manager, Silvan Australia

#### 

As a local charity in the Northern Rivers, the Westpac Life Saver Rescue Helicopter relies heavily on the generous support of the community. Support from events such as the annual PRIMEX industry expo helps us to keep in contact with the regions rural community and raise our profile through our site. The sheer size of the event provides an opportunity for significant exposure and fundraising to help us to continue saving lives and we give our thanks to the PRIMEX team for their support.'

## ZEKE HUISH - Regional Marketing Manager, Westpac Life Saver Rescue Helicopter

#### "

As Australia's largest artificial breeding supplier, we attend Primex Field Days knowing we will see a consistent flow of livestock producers (dairy & beef) from throughout NSW and QLD. Since first attending in 2021, Genetics Australia have been pleasantly surprised by the activity, enquiry and sales for semen, semen collection, Al and IVF services and Al merchandise supplies and will remain committed to be represented and service such a large number of producers attending Primex Field Days into the future.'

#### **RODNEY BROOKS - Genetics Australia**



# **Connecting Farmers and Foodies**



Join the growing network of farmers, producers and chefs showcasing at Primex. The program offers a complete supply chain experience showcasing the diversity of one of Australia's leading food bowls.







# Take advantage of exhibitor opportunities in the designated food and beverage zones

#### **NOURISH FOOD & DRINK** Food, Hospitality & Licensed Area

Nourish is a food and beverage hub inside Primex, designed for visitors to sit back, relax, grab all-day breakfast and lunch options, and enjoy a cold beverage and live music.

Outdoor Site	Price (ex GST)			
Nourish South	\$550			

#### **NOURISH PADDOCK TO PLATE** Food Experiences & Local Produce

Producer-style exhibits offering samples for visitors to take home something local. Great coffee/cake, with all-day seating to view cooking demos from celebrity chefs and masterclasses.

Outdoor Site	Price (ex GST)			
Nourish North	\$550			

#### **GENERAL CATERING SITES** Available on application

Several outdoor areas around the site are available for our exhibitors to be right in the action. The designated areas offer visitors a space to stop and eat while browsing the huge event.

Outdoor Site	Price (ex GST)		
Medium 10m wide x 12m depth	\$990		
Half 7m wide x 12m depth	\$750		
Small 5m wide x 12m depth	\$650		





## **Exhibitor Opportunities**

Primex is where innovation, industry, and community converge. The site layout is designed to maximize traffic flow, offering a range of exhibitor options for businesses of all sizes. Primex Industry Hubs cater to the diverse needs of the industry and the region, so whether you're in heavy machinery, new technology, agriculture, or health, Primex is your stage to shine.



## Tractors & Agricultural Machinery

Tap into an audience valued at over \$2 billion in the immediate region's primary industries and production, from Horticulture to Broadacre farming, Primex is the place where face-to-face connections thrive, generating \$67m in sales annually.



## **Heavy Machinery**

Be part of regional Australia's largest Heavy Machinery event, servicing NSW and QLD machinery markets, with the world's leading brands and manufacturers, spanning agriculture and primary industries, earthmoving, construction and forestry sectors.



## Trucks, Equipment and Accessories

Road transport showcased alongside a comprehensive range of new trucks, trailers, components, equipment, accessories and technology servicing all industry sectors.



## Affordable Housing Hub

Introducing the best suppliers, ideas, products and solutions for the North Coast region at a time of housing and construction shortages. Target an audience exploring agritourism and farmers looking to supplement income with accommodation opportunities.



## Business, Innovation & Agritech Hub

Engage with a tech-savvy audience in the rapidly evolving agritech sector, Primex offers a launchpad to support solutions that accelerate efficiencies in agriculture. Foster business relationships across all primary industry lifestyle sectors.



#### Education, Training & Careers Hub

Suitable for Government departments, agencies and facilitators throughout the region looking to connect with students and the wider community seeking education, employment, and training opportunities.



## Forestry & Timber Hub

The Forestry & Timber Hub is anticipated to offer the largest specialised industry event in Australia, delivered in collaboration with state and national industry organisations.





## Health & Wellbeing Hub

A dedicated space for government, support groups and community organisations to offer a range of services, information and resources to our regional communities including health advice and check-ups.



#### Horticulture Hub

Horticulture throughout the immediate North Coast has a farm gate value more than \$280 million spanning nursery, macadamia, fruit and vegetable production with almost 3000 growers and 16,000 hectares in production.



## Livestock Hub

Engage with thousands of farmers and producers from the beef and livestock industry including port, dairy, sheep, goat, and equine representation. Beef Industry workshops, presentations and networking functions cover genetics, production, processing, livestock equipment and technology that benefits farmers and consumers.



## 4WD & Outdoor Lifestyle Hub

As the largest range of products from the leading brands and suppliers this is your chance to meet the needs of outdoor enthusiasts and recreation buffs across the region with interactive displays and demonstrations, alongside caravans, trailers, 4WD accessories and camping supplies.



#### Regenerative Agriculture Hub

Designed to engage, educate, provide insights and solutions for food production systems that cultivate and rebuild soil health, protect the environment, climate and water resources, strengthen biodiversity and enhance efficiencies in farm productivity and profitability.



#### **Events Centre (Pavilion 2)**

The Events Centre is an open plan meeting place offering professional catering, seating & tables (for up to 150 guest), staging and full audio-visual services. Ideal for presentations, networking, informal meetings and product launches.

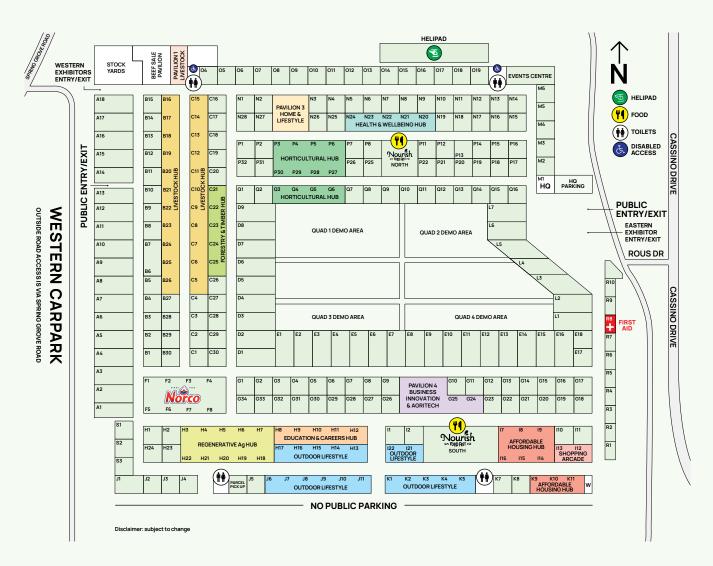


#### Business Centre (Pavilion 4)

Host trade display within the Business, Innovation and Agritech Hub. Perfect for short-term gatherings, hourly presentations, and 30-min workshops, product launches or industry meetings. The venue offers a smaller seating capacity (50 seated – 100 standing guests), with catering and audio-visual support.

To explore all the exhibitor opportunities please visit www.primex.net.au





# Site Fees Pricing

Outdoor Open Sites	Price (ex GST)
Large - 15m wide x 25m depth - (Sites A, E, D, L)	\$1,995
Standard - 15m wide x 12m depth	\$1,750
Medium - 10m wide x 12m depth	\$1,290
Half - 7m wide x 12m depth	\$950
Small - 5m wide x 12m depth	\$750

#### **Multiple Site Discount**

2nd Site - 20% 3rd Site - 25% 4th Site - 30% 5th+ Sites - 35%

#### Extras

Power and water is available to most (not all) sites, please confirm at the time of booking. Where applicable the site fee also includes lifting services and access to all field services (please refer to the T&Cs).

10amp (designated sites only

\$90 (ExGST)

#### **Exhibitor Passes**

Exhibitors will receive up to 4 complimentary passes per site, allocations are based on the site booked. Additional passes for participating staff are available for pre-purchase. VIP passes are also available to send to your targeted customers.

Outdoor 15m site – up to 4 per site
Outdoor 10m site – up to 3 per site
Outdoor 5-7m site – up to 2 per site
Indoor Premium Pavilion – up to 3 per site
Indoor Shopping Arcade 3m site – up to 2 per site

Additional Staff & VIP Passes

\$10 (Ex GST)



# Site Fees Pricing

#### Indoor Premium Pavilion Sites

Price (ex GST)

#### Limited in availability and located in Pavilions 1, 3 and 4.

Themed pavilion sites for Pavilion 1 (Livestock), Pavilion 3 (Lifestyle, Health & Wellbeing) and 4 (Business Centre, Innovation & Agritech) are located within key high-traffic areas in a lockable, permanent building, with concrete floors and include a display booth (pictured), fascia, nameplate with lighting and power access options.

Premium - 3m wide x 2m deep x 2m high

\$1,395

#### **Indoor Shopping Arcade Sites**

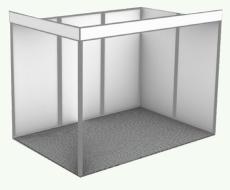
Price (ex GST)

#### New marquee located immediately across from Bunnings.

A cost-effective (walk-in ready) space, catering for lifestyle, outdoor, recreational, and general interest products, fashion, homewares, and crafts. These affordable spaces come with timber floors and include a display booth (pictured), fascia, and nameplate. Please note lighting and power access is available on application.

Arcade - 3m wide x 2m deep x 2m high

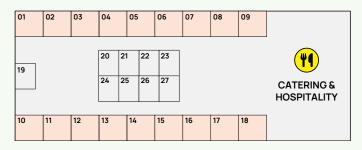
\$1,150



Premium Pavilion & Shopping Arcade Display Booths

#### **PAVILION 1**

LIVESTOCK & PRIMARY PRODUCTION



## **PAVILION 3**

HOME & LIFESTYLE, OUTDOOR & WELL-BEING

01	02	03	04	05	06	07	08
	WALKWAY						
09	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
	WALKWAY						
25	26	27	28	29	30	31	32

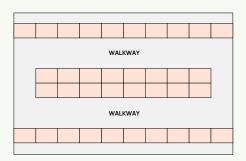
#### **PAVILION 4**

**BUSINESS, INNOVATION & AGRITECH** 

01	02	03	04	05	06	07	08
WALKWAY							
16	15	14	13	12	11	10	09
17	18	19	20	21	22	23	24
WALKWAY							
32	31	30	29	28	27	26	25

#### SHOPPING ARCADE

GENERAL INTEREST & HOMEWARES



<sup>\*</sup>Concept Only. Size Based on Demand.



# Become an Exhibitor - Apply Now







#### STEP 1

## Apply to Exhibit

Begin by completing your application with Issimo via www.primex.net.au

#### STEP 2

## Site Allocation & Review

Once submitted, your application is reviewed, and sites are assigned to approved exhibitors. Where sites, extras or preferences are limited, they will be offered on a first-in, first-served basis, with first-choice options provided to exhibitors who attended in the last two years.

#### STEP 3

## Pay Deposit

To secure your booking, please make a non-refundable deposit of \$275 + GST per site within 30 days of application.

#### STEP 4

## **Exhibitor Profile**

After securing your site, complete your Exhibitor Profile via the links provided.

#### STEP 5

## **Final Payment**

Ensure your final site fee balance is paid by 29th March 2024.



# 2024 Terms and Conditions



- 1. Interpretation and Definitions
  - (a) Interpretation
    - (i) Words importing the singular shall be deemed to include the plural and vice versa.
    - (ii) When the exhibitor is made up of two or more persons, these terms shall bind them jointly and each of them separately and each of their respective executors, administrators and assignees.
    - (iii) When the exhibitor is a company, these terms shall bind the company, its successors and permitted assignees.
  - (b) Definitions

Business day means any day which is not Saturday, Sunday or a public holiday.

Claim means any or all claims, demands, debts, accounts, actions, expenses, costs, liens, suits, liabilities and proceedings of nay nature whatsoever, whether known or unknown.

Delay event means:

- (i) A flood, cyclone, earthquake, bushfire or other act of nature or imminent threat of the same:
- (ii) Riot, war or terrorist act or imminent threat of the same;
- (iii) Pandemic, epidemic, public health emergency or infectious disease; or
- (iv) Compliance with any lawful direction or order by the federal, state or local government including their authorities or agencies.

Event means the annual Primex Field Days event.

Exhibitor means the exhibitor listed at Schedule 1 of these terms.

Exhibitor's personnel means any agents or employee's of, or contractors to, the exhibitor, or any other party that the exhibitor engages, on whatever basis, for the use of the site under these terms.

Organiser means Primex Field Day Events Pty Ltd A.C.N. 098 641 546 and includes its employees, agents, contractors, successors and permitted assigns.

Prospectus means Primex Prospectus Offer that contains these terms and includes any other marketing and sales material of the organiser. © copyright 2020 – Primex Field Days Pty Ltd

Venue means the venue located at Cassino Drive, Casino, in the Northern Rivers of New South Wales and includes private lanes and driveways, carparking and common facilities such as toilets.

Vehicles means any motor vehicle, four wheel drive vehicle, motorbike, caravan, campervan, truck, trailer or machinery.

Virtual event means the Primex Online Business Hub that the organiser may elect to hold on an annual basis in addition to the event.

- All principals of a company, trust or partnership are required to sign a personal guarantee of the exhibitor's obligations in the form set out in these terms.
- 3. The observation of agreed time frames is an essential term.

- 4. The exhibitor shall comply with its statutory obligations with respect to:
  - (a) Workplace health and Safety Act 2011 (NSW).
  - (b) Workers compensation insurance; and
  - (c) any other laws, regulations, approvals, consents and industry standards that apply to the exhibitor's delivery and operation of the exhibitors' business.

The exhibitor must also comply with any directions of the organiser that are required due to the organiser's statutory or insurance obligations with respect to the event.

- 5. The exhibitor must, at its cost, obtain and maintain current policies of insurance for:
  - (a) Compulsory third party insurance for vehicles to access the venue for the purposes of the event and to be parked within the carpark or immediately adjacent to the site, whether such vehicles are owned or operated by the exhibitor or the exhibitor's personnel;
  - (b) All third party risks in relation to persons and property including public liability insurance to the amount of 20 million per event (noting the location and date of the event and the organiser as an interested party);
  - (c) Workers compensation insurance for the exhibitor's personnel; and
  - (d) Public liability and passenger liability aviation insurance for helicopters to access the designated helicopter pad (located at the northern boundary of the venue) for the purposes of the event, should the exhibitor or the exhibitor's personnel intend to use helicopters to access the event.
- 6. The organiser may require the exhibitor to produce suitable evidence of the policies of insurance required in accordance with clause 5 before the exhibitor is granted access to the site. The organiser acting reasonable, may deny access to the site.
  - © copyright 2020 Primex Field Days Pty Ltd
- 7. The exhibitor hereby indemnifies and will keep the organiser indemnified at all times against any claim for compensation, damages, losses or costs made against the organiser by any person (including, but not limited to, the exhibitor's personnel) arising directly or indirectly from the exhibitor or the exhibitor's personnel:
  - (a) Use of the venue or the site;
  - (b) Use of goods, supplies, property or equipment owned or operated by the exhibitor or the exhibitor's personnel at the venue or on the site;
  - (c) Actions (negligent or otherwise); or
  - (d) Breach of these terms.
- 8. The exhibitor releases the organiser, to the full extent permitted by law, for loss or damage to any property, or injury or death to any person, arising out of any action (negligent or otherwise), activity or involvement of the organiser pursuant to these terms.
- The exhibitor must ensure that all vehicles located at the venue are registered and in a presentable and roadworthy condition.
- 10. The exhibitor shall not, without the prior consent of the organiser, permit any person other than the exhibitor and the exhibitor's personnel to occupy any part of the site. Should this condition not be observed, the organiser may charge additional

fees to the exhibitor for the unpermitted persons occupying the site or exercising any of the other rights of the exhibitor under these terms.

- 11. If the organiser is unable to perform its obligation to hold the event solely as a consequence of a delay event:
  - (a) The organiser will promptly notify the exhibitor in writing that due to the consequence of the delay event, the organiser's obligation to hold the event has been suspended and the organiser shall not be deemed to be in breach of its obligations under these terms.
  - (b) The exhibitor's obligation to pay fees that are due for payment after the date of the organiser's notice at clause 11 (a) in accordance with Schedule 1 of these terms shall be automatically suspended. The exhibitor's obligation to pay fees that were due before the date of the organiser's notice at clause 11 (a) remain payable and are non-refundable.
  - (c) The exhibitor's obligation to pay fees in accordance with Schedule 1 shall resume, if the exhibitor provides notice to the organiser that it will attend the © copyright 2020 Primex Field Days Pty Ltd new nominated date for the event in accordance with clause 11 (e), effective from the date of the exhibitor's notice.
  - (d) The organiser will promptly notify the exhibitor in writing when it is no longer prevented from performing its obligation to hold the event due to the delay event and nominate, at its sole discretion, a new date for the event to be held, provided that the new date for the event is not more than 6 months from the date of the organiser's notice at clause 11 (a)
- (e) The exhibitor shall, within 14 days of receiving of the organiser's notice at clause 11 (d), elect to notify the organiser that it will attend the event on the new nominated date or notify the organiser that it will instead attend the event in the following year in which case the exhibitor's fees paid to date will be credited against the exhibitor's account for the event to be held in the following year. If the exhibitor does not provide a notice to the organiser in accordance with this clause 11 (e) (i.e. the exhibitor does not wish to attend the event to be held in the current year or in the following year), then the organiser shall forfeit any fees paid by the exhibitor to date.
- (f) And the organiser remains unable to perform its obligation to hold the event at 6 months after the date of the organiser's notice at clause 11 (a), then these terms shall be automatically terminated effective from the expiry of that 6 month period, the organiser shall forfeit any fees paid by the exhibitor before the date of the organiser's notice at clause 11 (a) and neither party shall any further obligation to the other party.
- (g) The organiser shall not be liable to the exhibitor for any claims for compensation, damages, losses or costs made against the exhibitor by any person due to the organiser being unable to perform its obligation to hold the event solely as a consequence of a delay event.

# 2024 Terms and Conditions



- 12. The organiser may notify the exhibitor that the date for the event is postponed or bought forward from that date of the event previously advertised and communicated to the exhibitor for reasons (including, but not limited to):
  - (a) The request or needs of other exhibitors
  - (b) The availability of the organiser's employees and/or service providers.
  - (c) The organiser assigning these terms and the event to a third party as assignee or a change of ownership of the organiser. © copyright 2020 Primex Field Days Pty Ltd
  - (d) Projected sales of sites and commercial viability of the event;
    - And the exhibitor must notify the organiser if the exhibitor is unable to participate at the event on the new date notified by the organiser in accordance with this clause 12 and upon receipt of the exhibitor's notice, the organiser will credit the exhibitor's fees paid to date under these terms to the fees payable for the event to be held in the following year.
- 13. These terms are terminated and the event cancelled if the organiser:
  - (a) Goes into liquidation or is placed under insolvency administration.
- 14. The organiser may immediately terminate these terms and the exhibitor's participation at the event, and forfeit any fees paid to date, if the exhibitor:
  - (a) Becomes bankrupt or goes into liquidation;
  - (b) Is subject to a finding of guilt for a criminal or civil offence;
  - (c) Ceases business; or
  - (d) Fails to remedy, a breach of these terms, within 14 days of receiving a notice from the organiser identifying the breach and requiring the breach to be remedied.
- 15. Should the exhibitor fail to attend all or any of the days that the event is held for (due to no fault of the organiser), the organiser reserves the right to:
  - (a) Forfeit all fees paid by the exhibitor to date;
  - (b) Make legal demand for any fees remaining to be paid in accordance with these terms as against the exhibitor and/or the guarantor;
  - (c) Make a claim against the exhibitor and/or the guarantor for compensation, damages, losses or costs arising directly or indirectly from the exhibitor's failure to attend the event.
- 16. All vehicles, aircraft (if applicable), goods, supplies, property and equipment brought on to the venue by the exhibitor, the exhibitor's personnel or any third party, is at the sole risk of the exhibitor.
- 17. The exhibitor and the exhibitor's personnel shall be solely responsible for arranging delivery of its goods, supplies, property and equipment to the site and receipt of those items at the site by the exhibitor's personnel. Any receipt of those items at the site by © copyright 2020 Primex Field Days Pty Ltd the organiser shall be as agent for the exhibitor and the organiser shall have no liability or responsibility for the items receipted nor for any issues with the type, quantity and condition of the items delivered.
- 18. If the organiser requires the site previously granted to the exhibitor under these terms to be reallocated, the organiser will, acting reasonably, consult with the exhibitor before allocating an alternative site to the exhibitor.
- 19. The exhibitor shall pay the site fees in advance in the amounts and on or before the due dates for payment in accordance with Schedule 1 of these terms. The organiser, may, in its sole direction, elect to extend the due date for payment of any fees.
- 20. The organiser in accepting payment of any fees or additional costs after the due date, does not waive the organiser's right to require all other fees

- to be paid on the due date, nor does it waive the organiser's right to terminate these terms due to the exhibitor's default in paying any fees.
- 21. The exhibitor shall be held in default of these terms if the exhibitor fails to pay any fees or additional costs by the due date in accordance with Schedule 1 and the organiser may send the exhibitor a default notice setting out the outstanding amount. The exhibitor shall have 14 days to pay the amount outstanding in accordance with the default notice. If the exhibitor fails to comply with the default notice, the exhibitor shall become immediately liable to pay the outstanding amount, together with interest accruing from the original due date for payment set out in Schedule 1 until payment is received at the rate of 15% per annum. The exhibitor shall also pay all costs and expenses incurred in the organiser exercising its rights of recovery from the exhibitor and/or the guarantor and the exhibitor shall indemnify the organiser against any losses resulting from the default.
- 22. To comply with the Workplace Health and Safety Act 2011 (NSW), the exhibitor is responsible for the creation and maintenance of a safe workplace environment for the exhibitor's personnel at the site. All power leads and electrical appliances and equipment brought onto the site must be tested and tagged in accordance with AS/NZS 3760:2010 and to comply with the requirements as set out in Work Health and Safety (Managing Electrical Risks in the Workplace) Code of Practise 2015 and the AS/NZS (3002:2002) 'Electrical Installation Shows and Carnivals'. The organiser, in the interests of safety to any person, has the immediate right, without prior notification to the exhibitor, to disconnect any power leads that fail to comply with the Australian Standards 3760. The exhibitor is required, before being granted access to the venue, to provide the organiser with a Safety Plan (Risk Assessment Plan) to demonstrate that the exhibitor and the exhibitor's personnel are adhering to the requirements under the Workplace Health and Safety Act 2011 while setting up, operating and dismantling their exhibits at the site. Any hot work including cutting, welding or grinding conducted on site shall require a Hot Work permit to be provided by the organiser. © copyright 2020 Primex Field Days Pty Ltd
- 23. The exhibitor must provide written notice to the organiser immediately upon the exhibitor deciding or being prevented from participating at the event for any reason. The following fees remain payable by the exhibitor (which represent the administrative and other costs incurred by the organiser in the preparation of the event) and the organiser shall forfeit the same, , if the organiser receives a notice of cancellation:
  - (a) At any time following the exhibitor signing on for the event and up to 5 months before the event date: 25% of total fees; or
  - (b) 5 months or less before the event date: 50% of total fees; or
  - (c) 8 weeks or less before the event date: 100% of total fees; and
  - (d) At any time before the event date: 100% of additional costs.
    - For the purposes of this clause, the "event date" means the date of the event whether that date is the original date, postponed or brought forward date or new nominated date as a result of a delay event. The organiser may, in extenuating circumstances, elect to reduce the amount of fees payable or waive payment of the fees, in the event of an exhibitor providing a notice of cancellation in extenuating circumstances.
- 24. Where the organiser agrees to allow the exhibitor to erect permanent or semipermanent structures on the site, the parties will enter into an agreement in respect of that arrangement on terms and conditions acceptable to the organiser.
- 25. The exhibitor represents and warrants to the organiser that all information and representations that the exhibitor, or any person acting on the exhibitor's behalf has given to the organiser are true and correct. The exhibitor warrants that it has not failed to disclose to the organiser anything relevant to the organiser's decision to have dealings

- with the exhibitor and that no court proceedings or dispute is current that may have an adverse effect on performing the exhibitor's obligations under these terms
- 26. The organiser does not warrant that the exhibitors listed or mentioned in any of the organiser's marketing material (including online material) will be participating at the event. The organiser does not guarantee that exhibitors who have registered for the event will be participating at the event.
- 27. The organiser's prospectus is a summary and is for general information purposes only. The organiser's prospectus does not constitute financial or investment advice and does not contain a guaranteed rate of sales or revenue for the exhibitor as a result of participating at the event. Past performance information contained in the organiser's prospectus is for illustrative purposes only and should not be relied upon as (and is not) an indication of future performance of the event. Any decision of the exhibitor to enter into these terms should be made after the exhibitor has carried out and relied on its own independent enquiries including legal and financial advice.
- 28. The organiser may elect to provide a virtual event in addition to the event, particularly in the circumstances where the event may have to be postponed in accordance with © copyright 2020 Primex Field Days Pty Ltd these terms If the exhibitor chooses to participate in the virtual event however the organiser elects not to proceed with providing a virtual event for any reason, the organiser shall not be liable to the exhibitor for any claims for compensation, damages, losses or costs made against the exhibitor by any person due to a virtual event not taking place.
- 29. General Provisions Governing law
  - (a) These terms are governed and construed in accordance with the law of New South Wales.
     Severance
  - (b) If any provision contained in these terms is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision shall be severed from these terms which otherwise continues to be valid and operative.
    - Benefit of terms not assignable
  - (c) the exhibitor may not assign the benefit of the rights under these terms without the prior written consent of the organiser.
    - Notices
  - (d) Notices must be in writing and be given personally by express or registered post with delivery confirmation or by facsimile transmission or email with receipt confirmation. Business day
  - (e) If the exhibitor must make a payment on or by a day that is not a business day, the exhibitor must make the payment by the next business day.
- 30. Guarantee
- 30.1 If the exhibitor is a company or trustee then these terms are not binding on the organiser until the exhibitor's performance has been guaranteed by one or more persons of financial substance satisfactory to the organiser in accordance with this clause 30.

# 2024 Terms and Conditions



- 30.2 In consideration of the organiser, at the guarantors' request, granting these terms to the exhibitor, each guarantor jointly and severally covenants with the organiser that:
  - (a) The guarantor, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the organiser (and indemnifies the © copyright 2020 Primex Field Days Pty Ltd organiser in respect of) the due and punctual performance of all of the exhibitor's obligations under or arising out of these terms including (without limitation):
    - Payment when due of all amounts payable by the exhibitor under these terms;
    - (ii) Performance when due of all of the exhibitor's other obligations under these terms; and
    - (iii) Prompt payment of all amounts for which the exhibitor may become liable in respect of any breach of these terms.
  - (b) the guarantor's obligations under this guarantee and indemnity are unconditional, irrespective of:
    - (i) the validity, regularity and enforceability of any provision of these terms;
    - (ii) the absence of any action by the organiser or the exhibitor to enforce these terms;
    - (iii) our waiver or consent in respect of any provision of these terms;
    - (iv) the recovery of any judgment against the exhibitor;
    - (v) any action to enforce judgment against the exhibitor.
    - (vi) any variation of these terms;
    - (vii) any time or indulgence granted to the exhibitor by the organiser;
    - (viii) the dissolution of the exhibitor's buying entity:
    - (ix) any change in the status, function, control or ownership of the exhibitor's buying entity;
    - any consolidation, merger, conveyance or transfer by the exhibitor;
    - (xi) any other dealing, transaction or arrangement between the organiser and the exhibitor; or ⊚ copyright 2020 - Primex Field Days Pty Ltd
    - (xii) any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety;
  - (c) This guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all of the exhibitor's obligations under or arising out of these terms;
  - (d) The organiser may require the guarantor to make a payment or performance any other of the exhibitor's obligations under or arising out of these terms:
    - (i) Without first requiring the exhibitor to do so;
    - (ii) Irrespective of whether such payment or other obligation would be enforceable against the exhibitor; and
  - (e) The guarantor has read this guarantee and indemnity and the rest of these terms and has taken such legal advice he or the guarantor thinks necessary.

#### 31. Covid-19 Safety Plan

- (a) In signing the Terms and Conditions to participate at Primex Field Days, you are confirming you and the entity you represent, understand it is your responsibility as an Exhibitor to meet all the Safety requirements as required by the NSW Government Public Health Orders.
- (b) The Exhibitor is responsible to follow all requirements as outlined by NSW Government, Primex Field Days and for the management of each individual Exhibitors Covid-19 Safety Plan as required for their site. Primex Field Days is responsible for the Covid-19 Safety Plan for all Common Areas of the Primex site.

- (c) The Order requires certain premises and events to have a COVID-19 safety plan that addresses the matters in a checklist approved by the Chief Health Officer. Primex Field Days is requesting all Exhibitors to complete a COVID-19 safety plan that addresses the matters in the relevant checklist.
- (d) A copy is to be supplied to Primex Field Days 10 days prior to access to site and Set Up of displays. In the case of the Richmond Valley Events Centre, the Major recreation facilities, stadiums, showgrounds, racecourses checklist may be helpful.
- (e) All exhibitors and attendees should be aware of the NSW Government advice on How to protect yourself and others.
- (f) All exhibitors who fall under the Hospitality umbrella are required to have their own QR code for their allocated area. Primex Field Days will have a QR Code at the 2 Main Entry and Exit points to the Richmond Valley Events Centre (East and West).

#### Sites

- (a) The Exhibitor must not allow its Site staff to occupy any space additional to the Exhibitor's allocated site while on duty unless it has obtained the Organiser's prior written approval. The Exhibitor must not extend its display beyond the boundaries of the Site. This includes vehicles, signage and any other Exhibitor structures, property, and equipment. The handing out of advertising leaflets or other printed material across the Event site or in car parks or other areas of the Property, other than the Exhibitor's allocated Site, is prohibited.
- (b) All structures, property and equipment on Exhibitor Site(s) must comply with the Australian Standards® including but not limited to, fire extinguishers. The Organiser or its agents or contractors have the power to enter the site at any time and remove any article, sign, picture, or printed matter which is deemed either not eligible for display or may be the cause of offence.
- (c) All structures, property and equipment of the Exhibitor and its servants, agents, contractors are brought on to the Property at the risk of the Exhibitor and the Exhibitor hereby agrees to indemnify and keep indemnified the Organiser against any and all actions, claims, demands, losses, damages, costs, or expenses in relation to any loss, damage, accidents, claims, or injury caused by such equipment and property whether to the Organiser or third parties, however occasioned. (d) The Exhibitor must comply with the dates set out in the Event Prospectus and all reasonable directions given by the Organiser in respect of its Event site, bump in, participation in the Event and bump out. (e) The Exhibitor acknowledges that the Organiser shall not be bound to reserve and/ or supply Site(s) or any services until payment in full of all the required fees is made by the Exhibitor, prior to the commencement of the event. (f) The Exhibitor acknowledges non-exclusive rights to exhibit at the Event and acknowledges that competitors may also exhibit. The Organiser accepts no responsibility for businesses who display any franchise brands or products outside of the terms of any franchise agreements.

#### Site Accommodation

No person is permitted to camp or stay overnight on the Property. Exceptions apply to Livestock Exhibitors, upon receipt of application in writing and formal consent of the Organiser.

#### Site Allocation

The Organiser has the right to nominate the location of the Site(s) allocated to the Exhibitor. Site preferences will be considered, and every endeavour will be made to satisfy such preferences. However, no guarantee can be given that the site requested will be provided. Site allocations are only secured, and Exhibitors kits provided, when full

payment of the Site fee is received, and insurances received by the Organiser.

#### Site Cleaning

- (a) The Exhibitor must keep the Site in a COVID clean and tidy condition during the Event. The Exhibitor must clear and reinstate the Site to its original condition as found at the commencement of the Contract, to the satisfaction of the Organiser by the conclusion of the Event bump out. In the event that the Site is not cleared and reinstated by the Exhibitor as required by this clause resulting in the Organiser cleaning the site then the Exhibitor must reimburse the Organiser for any costs incurred by it in cleaning and reinstating the Site.
- (b) The Organiser has the right to sell by public auction or private treaty, any structure or plant, equipment, goods, or other articles that remain upon the Site after the period referred to in this clause and the Exhibitor irrevocably authorises the Organiser to affect such sale and on the Exhibitor's part to give full and clear title to the purchaser. The Organiser can recover its costs in selling those items (including any agent's fees and advertising expenses) together with any other cost or loss it has suffered from the proceeds whereupon it will remit any balance (if any) to the Exhibitor.

#### Site Sharing

- (a) The Exhibitor must not permit, assign, or sublet all or part of their Site without the prior acknowledgement and written consent of the Organiser. Unless an Exhibitor owns, sells, or distributes a line of product or service on a normal, continuing basis then additional businesses occupying the Site are considered a site-sharer and are required to pay full participation. Only company products and services which have a genuine link to the principal Exhibitor and are listed for display may occupy the site or be displayed on the Exhibitor's Site. All companies occupying an Exhibitor's Site must be registered on the Exhibitor's Application. The Exhibitor must submit contact listing details on the Application.
- (b) Please note that no space farming, subletting, or piggy backing is permitted at the Event. The nominated principal Exhibitor is to occupy the Site for the duration of the Event for the primary purpose of sales and promotion of the Exhibitor's business. Should these conditions not be observed, the Organiser reserves the right to execute immediate expulsion of the Exhibitor or charge full Site participation fee for basic package for each site-sharer or exercise any of its rights under this Contract.

#### Structures

- (a) The Exhibitor must not erect any permanent or semi-permanent structures on the Organiser's Event site, without entering into a further written agreement with the Organiser in respect of that arrangement. It is the responsibility of the building owner to comply with the Work Health and Safety Act 2011 and create and maintain a safe environment for their employees, agents, contractors, and attendees
- (b) The Exhibitor must conform with the requirements of any legislation which governs the erection of structures and temporary buildings and the regulations by-laws and ordinances made under such legislation.
- (c) Any building structure, fence, signage, goods erected on any Site(s) by the Exhibitor shall be entirely at the responsibility of the Exhibitor, who shall be responsible for its safe installation, maintenance, or protection from damage at all times and no action, claims or demands shall be made or taken against the owner of the Property or the Organiser and its employees, agents or contractors for any damage caused whatsoever including any action for negligence or trespass.