



SHOW N SHINE 2025

TERMS OF ENTRY AND PARTICIPATION

Section A: BACKGROUND

Exhibitions and Trade Fairs Pty Ltd ABN 72 101 130 527 (we, us or our) is conducting Show N Shine 25 as part of the National 4x4 Outdoors Show at the **Sydney Showgrounds** on **13-15 June 2025**.

The **Participant (you or your)** wishes to participate by displaying the **Specified Vehicle** in the **Show**. These **Terms** set out the terms and conditions of entry and your participation. They comprise: Section A: Background; Section B: General Terms; Section C: Risk, Liability, Indemnity and Release ("**Waiver**") and Section D: Signing.

You should take some time to read through these **Terms** to ensure you understand and agree to the provisions. Please note that words in bold with a capitalised first letter are defined in clause 9 of Section.

Section B: GENERAL TERMS

1. ENTRY

You hereby apply to participate in the **Show** and acknowledge that your participation is subject to your agreement with these **Terms**.

2. KEY TIMES

You agree to ensure that the **Specified Vehicle** is set up at the **Venue** between 7am and 8:30am on your **Allocated Day** being either **Friday 13th, Saturday 14th or Sunday 15th June** and is removed from the **Venue** between 5pm and 5:30pm on the same day or otherwise in accordance with our directions.

3. OWNERSHIP OF THE SPECIFIED VEHICLE

3.1 You warrant that:

- a) you are the legal owner of the **Specified Vehicle** or otherwise have the permission of the legal owner of the **Specified Vehicle** to participate in **Show N Shine 25** and have full responsibility for and with respect to it; and

- b) you will participate in **Show N Shine 25** with the **Specified Vehicle** and will not display any other vehicles, merchandise or other items for sale or any other purpose.

3.2 You agree that you will:

- a) provide us with the name and contact details of each person authorised to occupy space we allocate to you for the purposes of the display of the **Specified Vehicle** (the **Nominated Person/s**);
- b) not permit anyone else to participate in **Show N Shine 25** in any capacity or to occupy any space allocated for the purposes of the display of the **Specified Vehicle** unless we agree to this in writing.

3.3 You undertake that you have legal authority for and are otherwise responsible for any permitted persons that may accompany you or otherwise participate in **Show N Shine 25** who is under the age of 18 years.

4. RULES OF DELIVERY AND OUR RIGHTS

4.1 You agree to comply with the rules that govern **Show N Shine 25** including all instructions and directions of our **Personnel**, our applicable policies and procedures that we advise you of in writing, and the rules and regulations of the **Show** and **Venue**.

4.2 We reserve the right, for any reasonable reason, (including that the **Specified Vehicle** has participated in one or more of our **Show N Shine** events previously) to accept or reject any application or registration, cancel, postpone or change the times of **Show N Shine 25** and the **Show**, change the **Venue**, deny entry to any person, change, cancel an event at the **Show** or combine or merge events or categories of entries or withdraw any consent we may give. You will not be entitled to payment of any compensation in such circumstances.

5. PRIVACY AND RELATED MATTERS

5.1 You consent, and warrant that the **Nominated Persons** have consented under privacy and related laws:

- a) to the collection of your or their personal information for the purpose of conducting the **Show**;
- b) to the disclosure of this personal information to our **Personnel** and to third parties assisting in running the **Show**;
- c) to the use of this personal information by us and the persons referred to in subclause (b) for
- d) the purposes of informing you or the **Nominated Persons** of products, services and/or events we organise or promote;
- e) that this personal information may otherwise be used and managed in accordance with our privacy policy at <http://www.etf.com.au/prviacy-policy>

5.2 You agree, and warrant that the **Nominated Persons** have agreed that:

- a) photographs, electronic images, recordings and other media may be taken of you, **Nominated Persons** and/or the **Specified Vehicle** with respect to and/or during the course of your, or their, participation in the **Show** and/or **Show N Shine 25**; and

- b) such media is owned by us and may be used by us for promotional or other lawful purposes without your, or their, further agreement, and without payment or other compensation to you or the **Nominated Persons**.

6. SAFETY

- 6.1 You will comply with all directions and instructions from us regarding health and safety, take all reasonable steps to ensure you do not undermine your own health and safety or the health and safety of another person when participating in the **Show** and **Show N Shine 25** and will ensure **Nominated Persons** do the same.
- 6.2 We reserve the right at any time to remove you or the **Nominated Persons** from the **Show, Show N Shine 25**, or prevent, your, or their participation in the **Show, Show N Shine 25** or an event if we consider such action is necessary for safety or any other reasonable reason.

7. SPECIFIED INSURANCES AND RISK

- 7.1 Without limiting any other provision of these **Terms**, you hereby expressly acknowledge that the entry of the **Specified Vehicle** and your participation in the **Show** and **Show N Shine 25** are at your sole risk. You further hereby expressly acknowledge that we will not be responsible for any loss or damage to the specified vehicle however caused, nor any legal liability arising out of your or your **Nominated Persons** participation in the **Show N Shine 25**.
- 7.2 You further hereby acknowledge that we do not provide or arrange any insurance cover for loss or damage to the **Specified Vehicle** nor any liability arising from the use of the **Specified Vehicle**, however caused, expressly including circumstances where the **Specified Vehicle** is being moved or hoisted by us or our **Personnel**. You further acknowledge that you are solely responsible to effect maintain any necessary insurances for the duration of the **Show**.
- 7.3 Without limiting any other provision of these **Terms**, you acknowledge that you should effect and maintain for the duration of the **Show**, the following **Specified Insurances**:
 - a) Compulsory Third Party motor vehicle insurance; and
 - b) Third party property damage vehicle insurance
- 7.4 We are under no obligation to sight or approve the **Specified Insurances** before the start of the **Show**.

8. GENERAL

- 8.1 You may not rely on any statement or representation about the **Show** or **Show N Shine 25**, an event or the subject matter of these **Terms** unless expressly set out in these **Terms**.
- 8.2 These **Terms** are governed by the laws of **NSW** and you and we submit to the exclusive jurisdiction of **NSW** courts.

9. DEFINITIONS AND INTERPRETATION

9.1 In these **Terms**, unless the context otherwise requires, the below words and phrases have the meanings specified:

- a) **Allocated Day**: means the day you are requested to display the Specified Vehicle;
- b) **Liability**: includes suits, claims, cost, losses, expenses, property or other damage, death, injury and/or any other harm or liability of any sort;
- c) **Nominated Persons**: the persons referred to in clause 3.2(a);
- d) **Participant**: you, the person or entity who may have also completed a registration form seeking to participate in the **Show** and whose name is set out in the section D- the Signing section;
- e) **Personnel**: includes the officers, employees, agents, contractors and suppliers of any person;
- f) **Show**: National 4x4 Outdoors Show in **Sydney** between 13-15 June 2025;
- g) **Terms**; the terms and conditions of participation comprising , Section A: Background, Section B: General Terms; Section C: Risk, Liability, Indemnity and Release; and Section D Signing;
- h) **Venue**; **Sydney Showground, Sydney**.

9.2 In these **Terms**: the singular includes the plural and vice versa; headings are for reference and do not affect meaning; “including” is not a word of limitation; any invalid or unenforceable part will be severed to the extent invalid or unenforceable and the remainder will refrain in full force and effect.

SECTION C: RISK, LIABILITY, INDEMNITY, WAIVER AND RELEASE (“WAIVER”)

1. ACCEPTANCE OF RISK, INDEMNITY AND RELEASE

1.1 You have voluntarily decided to enter the **Specified Vehicle** and participate in the **Show** and in consideration of us agreeing to this, you expressly agree to the extent permitted under applicable law:

- a) that your entry and participation are at your sole risk and responsibility, including risk to property and persons;
- b) to indemnify us and our **Personnel** from all **Liability** caused by, arising out of or connected to your participation in the **Show** or your breach of these **Terms**, including **Liability** for any injury to or death of any person, any loss or damage to the **Specified Vehicle** or any other property of yours or the property of any other person;
- c) to waive and release us and our **Personnel** from all **Liability** (including liability on account of gross negligence, negligence, trespass, or breach of these **Terms**) that you may suffer or incur in connection with your entry or participation.

2. LIMIT OF LIABILITY

2.1 Without limiting any other provision of these **Terms**, you agree that if we have any **Liability** under a statutory guarantee which cannot be excluded by law or under these **Terms**, the limit of such Liability will be:

- a) in the case of goods supplied, their replacement or repair, the supply of equivalent goods or the payment of the cost of replacement, repair or acquisition of equivalent goods; or
- b) in the case of services supplied, to their resupply or the payment of the cost of re-supply

2.2 To the extent of any **Liability** not excluded, our aggregate **Liability** to you will be no more than one hundred (\$100) dollars.

SECTION D: SIGNING

By signing below you:

- apply to participate and display the **Specified Vehicle** in the **Show**,
- confirm that you are the legal owner of the **Specified Vehicle** or otherwise have the permission of the legal owner of the **Specified Vehicle** and your participation in the Show is at your sole risk and responsibility; and
- declare that you have otherwise read, understand and agree with these **Terms** which include:
 - Section A: Background;
 - Section B: General Terms;
 - Section C: Risk, Liability Indemnity, Waiver and Release ("**Waiver**"); and
 - This Signing Section D;

.....
Your signature

.....
Full Name

.....
Date

.....
Car Year, Make & Mode

.....
Registration Number

By us signing below your application to participate in **Show N Shine 25** is accepted



Jon Perry

1/04/2025

.....
ETF authorised signatory

.....
Full Name

.....
Date