



XEROCON BRISBANE 2025

EXHIBITION TERMS & CONDITIONS

You or anyone on whose behalf you are acting (**Exhibitor**) agrees to comply with the following terms and conditions (**Exhibition Terms**), and any additional terms and conditions advised by Xero Australia Pty Limited (**Xero**) to the Exhibitor from time to time for the efficient and safe operation of Xerocon Brisbane 2025 to take place on 3-4 September 2025 and the Xerocon Wrap Party 2025 to take place on 4 September 2025 (**Wrap Party**) (collectively, the **Event**), all of which constitute a part of these Exhibition Terms. The Event will take place at the Brisbane Convention & Exhibition Centre in Brisbane (**Venue**).

1. BOOKINGS

1.1 To book, the Exhibitor should complete the provided booking form and confirm in writing to xerocon.exhibitors@xero.com or with their Xero Account Manager (if applicable). All bookings are sold subject to availability and these Exhibition Terms. The Exhibitor should read these Exhibition Terms carefully prior to making a booking application. Xero reserves the right to accept or decline any booking application for any reason in its sole discretion. Where Xero accepts a booking application, Xero will provide Exhibitor with an invoice in accordance with clause 2 below. All bookings will be charged in Australian dollars. All bookings are non-transferrable and can only be used by one Exhibitor across both days.

1.2 In order to exhibit at the Event, an Exhibitor's app needs to be available in the Xero App Store by 1 July 2025 unless otherwise advised by Xero. Information on how to do so can be found [here](#), or please email xerocon.exhibitors@xero.com as early as possible. Xero reserves the right to accept or decline any booking application if the Exhibitor does not comply with this clause 1.2.

2. PAYMENT

2.1 Upon Xero's acceptance of a booking application, Xero will send the Exhibitor an invoice for the cost of the allocated site (**Exhibition Space**) as set out on the booking application form (**Exhibitor Fee**). The invoice must be paid by the due date specified on the invoice (payment terms are 30 days) which shall be no later than 23 July 2025. The Exhibitor's booking space may be reallocated if the invoice is not paid by the due date.

3. CANCELLATION/REFUND POLICY



3.1 Cancellation or Rescheduling of the Event by Xero: Xero may, in its sole discretion, cancel, modify (including, but not limited to, converting the Event into a virtual or virtual/in-person hybrid event) or postpone the Event for any reason. Xero will notify the Exhibitor of such cancellation, modification or postponement in writing. If the Event is cancelled or postponed in accordance with this clause 3.1 and the Exhibitor is unable to participate in the rescheduled event, the Exhibitor will receive a full refund of its Exhibitor Fee (or portion thereof) paid to Xero.

3.2 Force Majeure: If the Event is cancelled or postponed for a reason outside of Xero's control, including any act of God, natural disaster, fire, rain, wind, storm, earthquake, terrorism, or any other unforeseen event or catastrophe, Xero will not be obliged to refund any part of the Exhibitor Fee.

3.3 Cancellation or Rescheduling of the Event where mandated because of epidemic or pandemic: If Xero cancels the event specifically as a result of governmental restrictions put into effect as a result of any pandemic or epidemic and does not elect to convert the Event into a virtual or hybrid virtual/in-person event, Xero will refund each Exhibitor Fee (or portion thereof) paid to Xero.

3.4 Cancellation by the Exhibitor: Following confirmation of a booking application, the Exhibitor may notify Xero that it no longer wishes to take part in the Event. If the Exhibitor notifies Xero of such intention: (a) prior to 23 May 2025, the Exhibitor will receive a full refund of the total Exhibitor Fee that the Exhibitor has paid for the Exhibition Space; (b) after 23 May 2025 but prior to 20 June 2025, the Exhibitor will be receive a 75% refund of the total Exhibitor Fee paid for the Exhibition Space; (c) after 20 June 2025 but prior to 1 August 2025, the Exhibitor will receive a 50% refund of the total Exhibitor Fees paid for the Exhibition Space; and (d) after 1 August 2025, the Exhibitor will not be entitled to a refund of the Exhibitor Fee or any portion thereof.

3.5 Cancellation by Xero for the Exhibitor's Breach, Default or Misconduct: Following confirmation of a booking application, Xero may terminate these Exhibition Terms or terminate the Exhibitor's participation in the Event and retain any amount paid to Xero under these Exhibition Terms in the event that the Exhibitor (or any representative of the Exhibitor): (a) infringes any of these Exhibition Terms; (b) does not fully occupy the Exhibition Space during the full period of the Event; or (c) acts in anyway, whether prior to or during the Event, which is deemed by Xero to be detrimental to Xero or the Event. If a representative of the Exhibitor acts in any way, whether prior to or during the Event, which is deemed by Xero to be detrimental to Xero or the Event, then Xero shall have the right to remove the representative from the Event.

3.6 Under this clause 3, any refunds will be made via the original payment method used and to the party who originally paid the registration fee to Xero and will be less a \$50 administration fee and any applicable currency conversion fees.



3.7 Xero is not responsible, and will not be liable, for any of the Exhibitor's costs associated with the Event (including, but not limited to, airfare or accommodation) if the Event is cancelled or postponed.

3.8 If you choose not to attend any part of the Event no refund or discount will be offered.

3.9 Except as expressly stated in these Exhibit Terms, and except as otherwise required under applicable law, any and all amounts paid by, or on behalf of, the Exhibitor to Xero or any of its affiliates in connection with the Event are non-refundable.

4. EXHIBITION SPACE GUIDELINES

4.1 Floor Plan/Allocation: Xero will be accepting bookings up to four weeks prior to the Event or until sold out, which means that the floor plan will not be finalised, or provided to the Exhibitor, until approximately two to four weeks prior to the Event. Xero will consider requests for specific Exhibition Space, however, when finalising the floor plan, Exhibition Space will be allocated based on what works best for the Event as a whole (e.g., like services will be grouped together etc.). Xero's decision as to the allocation of Exhibition Space is final and the Exhibitor will not be entitled to cancel their booking, or request a refund of any fees paid or payable under these Exhibition Terms, if it is unhappy with the final allocated Exhibition Space.

4.2 Exhibition Space: The boundary for each Exhibition Space will be clearly marked. In addition to the requirements set out in clause 4.10, the Exhibitor must ensure that no part of their display (including equipment, signage, storage facilities etc.) extends outside of the boundaries of their assigned Exhibition Space. In no event will the Exhibitor use rigging in the area above the Exhibitor's Exhibition Space. Xero or any person authorised by Xero may remove Exhibitors' items external to, or above, an Exhibitor's Exhibition Space. The Exhibitor must also ensure that the Exhibitor's assigned Exhibition Space is kept clean and tidy and that all garbage is removed to assigned garbage locations during the course of the Event.

4.3 Promotion: The Exhibitor's participation at the Event is conditional on the Exhibitor promoting at the Event those of its products and services that are complementary to Xero's products and services and that benefit both Xero and Xero's customers. Xero reserves the right to request an Exhibitor to cease promoting any product or service at the Event that does not, in the reasonable opinion of Xero, meet this criteria.

4.4 Display: The Exhibitor may use reasonable sound presentations, slides, movies, and videos at the Exhibitor's Exhibition Space through the Exhibitor's own sound device (as the display screens provided do not enable sound). The Exhibitor's Exhibition Space must not contain anything that is, in the opinion of Xero, distracting or a disturbance to neighbouring exhibitors or Event attendees. Xero will arrange for the Venue to provide a reasonable electricity supply to



the Exhibitor's Exhibition Space. If the Exhibitor advises Xero that it needs more electricity than this (for example because of the visual presentations at the Exhibitor's Exhibition Space) then Xero will ask the Venue via Xero's event agency to arrange this. If it can be arranged, then the Exhibitor will be required to pay the additional costs of the additional electricity supply. The Exhibitor must not display products or any material that is determined, in Xero's discretion, to be inappropriate, including, for example, materials that are offensive, disparaging or discriminatory. Xero may, in its discretion, restrict, remove or shut down an Exhibitor's Exhibition Space in the event that it is not compliant with this section 4.3. Xero will not be liable for any refunds of rentals or other exhibit expenses in the event of such a restriction, removal or shut down.

4.5 Staff: Exhibitors are required to have their Exhibition Space staffed at all times. Exhibitors must ensure that all staff working at their Exhibition Space display appropriate Exhibitor passes at all times (showing their correct name) and Exhibitor representatives are not to share Exhibitor passes. Each Exhibitor will be entitled to the number of Exhibitor passes outlined in the booking application form in relation to their Exhibition Space, unless otherwise agreed with Xero prior to the Event. Exhibitor staff not displaying an Exhibitor pass may be asked to leave the Event.

4.6 Health and Safety: During the Event, Exhibitors must follow all directions of staff employed or engaged by Xero, including compliance with relevant laws, occupational health and safety requirements, and Venue guidelines. All electrical equipment and leads must conform to Australian electrical regulations and guidelines.

4.7 Epidemic or pandemic Health and Safety considerations: In order to ensure the health and wellbeing of the Event attendees and staff, we may require Exhibitors to provide evidence of any epidemic or pandemic vaccination status before attending the Event. For example we may require Exhibitors to show us the relevant vaccination certificates, including proof of up to date boosters, or proof of a recent negative test for the relevant epidemic or pandemic. We will endeavour to give Exhibitors enough notice before the Event if we introduce this requirement. If any government authority requires us to see proof of vaccination status before attending the Event, we will also do our best to let Exhibitors know about this in advance. We may restrict access to the Event if we consider that there is an epidemic or pandemic health and safety risk, either to Exhibitors or to other attendees and staff of the Event. In addition to the health and safety policies we communicate, the Exhibitor must comply with any law, regulation, order, ruling, decree, decision, recommendation or guidance of any government authority, including in connection with the relevant epidemic or pandemic.

4.8 One Company per Exhibition Space: Unless otherwise approved in advance by Xero in writing, the Exhibitor agrees that (a) only one company's product will be promoted in their Exhibition Space (booth); (b) the Exhibitor shall not assign, sublet or share their Exhibition Space with another business or firm; (c) the Exhibitor is not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in their Exhibition Space;



(d) the Exhibitor is not permitted to sell anything or accept payments of any kind (e.g. using a point of sale (POS)) system at Exhibitors display.

4.9 Contractors: Xero has contracted, on an exclusive basis, with official contractors to provide certain services (as outlined in the Exhibitor manual). The Exhibitor must not engage any contractors other than those contractors appointed by Xero in relation to the Event, unless otherwise approved in advance by Xero in writing. Exhibitors must contact Xero directly for any matter relating to the Event, and must not contact any contractors (including the Venue) directly.

4.10 Promotions and Activities: Xero encourages promotions and activities at the Exhibitor's Exhibition Space. However, all promotions and activities, including promotional staff, must remain within the Exhibitor's Exhibition Space boundaries, and are not to encroach on adjoining exhibition spaces, roadways or pedestrian access unless otherwise approved in advance by Xero in writing as set out in the Exhibitor manual provided to Exhibitors once the booking has been confirmed. Exhibitors must provide details of any competitions, prizes and/or giveaways (including merchandise) which Xero must approve prior to the Event in its sole discretion in accordance with the Exhibitor manual.

4.11 Prizes and Giveaways: If the Exhibitor intends to promote their business or product via prizes and/ or giveaways, the Exhibitor must ensure that it holds any and all required permits and/or licences and complies with all laws. If the Exhibitor does not hold the required permits and/or licences, Xero will not be responsible for any fine that may be incurred. The Exhibitor shall be solely responsible for obtaining the correct permits or licences.

4.12 Food and Beverage: No food or beverage from outside the Venue (including packaged food used for any purpose) will be permitted, unless otherwise approved in advance by Xero in writing.

4.13 Condition of Venue: The Exhibitor must keep the Venue, including the Exhibitor's Exhibition Space, in good repair, order and condition at all times and ensure that, following the Event, it is in the same repair, order and condition as it was immediately prior to the commencement of the Event.

4.14 Delivery: The Venue will not accept any freight deliveries/shipments or cash on delivery deliveries on behalf of the Exhibitor. All goods required to be delivered prior to the Event must be delivered to Xero's official freight forwarder for the Event who will deliver the goods to the Exhibitor's Exhibition Space.

4.15 Advertising Material: The Exhibitor must not distribute or display advertising material anywhere at the Venue other than at the Exhibitor's Exhibition Space. This includes the walkways leading to the Venue.



4.16 Lost and Found: Any enquiries regarding lost and found items should be directed to the Venue.

4.17 Responsibility for Damage or Loss: The Exhibitor will be solely responsible for the cost of remedying any damage and repairs howsoever caused to the Venue. Any property, equipment, furniture and devices provided to the Exhibitor by the Venue or by Xero (or its contractors) which is damaged, destroyed or lost (whether during set-up, the Event, packout or otherwise) must be repaired to its original condition or replaced at the expense of the Exhibitor.

4.18 Use of AI: By completing the booking application form for the Event, the Exhibitor acknowledges that any promotions or activities the Exhibitor develops or conducts that involve the use of artificial intelligence must adhere to responsible and ethical standards. The Exhibitor agrees to notify users of if any promotions or activities involve artificial intelligence, ensuring they are adequately informed of the purpose and role of the artificial intelligence in the promotion or activity. Exhibitors must provide details of any promotions or activities involving artificial intelligence which Xero must approve prior to the Event in its sole discretion in accordance with the Exhibitor manual.

4.19 Participation in AI: By attending the Event (including the Wrap Party), the Exhibitor acknowledges that some activities and activations may involve the use of artificial intelligence technology. This may include, but is not limited to data analysis, interactive sessions, personalised content recommendations, and other AI-driven functionalities. Please be aware that any artificial intelligence-related technology is intended to enhance the Event experience and Xero is committed to ensuring these technologies are used responsibly and ethically. The Exhibitor acknowledges and agrees that any information transmitted to exhibitors or other third parties during the Event involving the use of artificial intelligence technology is at the Exhibitor's own risk and Xero makes no representations or warranties about how those third parties may retain, use or disseminate that information.

5. EXHIBITOR SET-UP AND DISMANTLE

5.1 Set-up: Setup is on the day prior to the Event (Set-up Day) at the times specified in the Exhibitor manual to be provided by Xero. The Exhibitor's Exhibition Space must be set-up during this time. If the Exhibitor's Exhibition Space is not fully set-up by 7:30am on the first day of the Event it may be dismantled and removed and the Exhibitor will not receive a refund, unless the Exhibitor has otherwise made prior arrangements with Xero.

5.2 Dismantle and Pack-out: Dismantle will occur on the last day of the Event at the times specified in the Exhibitor manual to be provided by Xero. The Exhibitor must not disrupt the Event by dismantling earlier. The Exhibitor must be completely dismantled and packed out by the time specified in the Exhibitor manual.



6. LIABILITY AND INSURANCE

6.1 Liability: The Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless Xero, the owner of the Venue, and their respective employees and agents, from and against all claims, losses and damages to persons or property, governmental charges or fines and legal fees arising out of or in any way caused by the Exhibitor's installation, removal, maintenance, occupancy, or use of the Venue and Exhibition Space or any part thereof, excluding any such liability caused solely by the gross negligence of the owner of the Venue, its employees and agents. Neither party shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity. The maximum cumulative liability of Xero and its personnel under the Exhibition Terms is limited to the total amount of fees actually paid by the Exhibitor to Xero under these Exhibition Terms. The limitation of liability set forth in this paragraph is intended to apply to the fullest extent permitted by law, regardless of the grounds or nature of any claim asserted and shall survive termination of these Exhibition Terms, including any claims in negligence.

6.2 Insurance: The Exhibitor acknowledges that Xero and the owner of the Venue do not maintain insurance covering the Exhibitor's property and it is the responsibility of the Exhibitor to ensure they have general liability insurance to cover their property, including contents. The Exhibitor will also be required to hold relevant insurance to cover potential damage to persons or property at the Venue, caused by the Exhibitor's actions in relation to the Event.

7. MARKETING

7.1 Website: Xero may list the Exhibitor on Xero's webpage for the Event, provided that payment and booking forms are completed and received by Xero by 23 July 2025. The Exhibitor hereby grants Xero and its affiliates the right to do so and agrees to provide all requested logos and company descriptions as requested in the Exhibitor manual (to be provided by Xero once the Exhibitor's booking is confirmed) by applicable deadlines.

7.2 Exhibitor's Use of Images: The Exhibitor is permitted to take a reasonable amount of photographs for its own promotional and marketing use provided that the Exhibitor does not infringe any of Xero's, or the Venue owner's, intellectual property rights, including, but not limited to, the intellectual property rights Xero has in the Event. Xero reserves the right to prohibit the Exhibitor from photographing, recording or transmitting audio or visual material at the Event that contains Xero's name or logo, or request that any such material is not published or removed from any publication.

7.3 Taping Policy: All video and audio taping of the Event, or any portion of the Event, is strictly prohibited, unless the Exhibitor receives Xero's prior approval in writing.



8. PRIVACY

8.1 By agreeing to these Exhibition Terms, the Exhibitor consents to receive promotional material about the Event and Xero's products. Xero maintains a privacy policy that sets out the parties' obligations in respect of any personal information that the Exhibitor provides to Xero (**Privacy Policy**). The Exhibitor should read that Privacy Policy available [here](#) and the Exhibitor will be taken to have accepted that policy when the Exhibitor accepts these Exhibition Terms.

8.2 By attending the Event (including the Wrap Party) and presenting at the demo stages during the Event, the Exhibitor, or anyone on whose behalf the Exhibitor is acting, acknowledges that there will be filming, sound recording and photography. The Exhibitor gives Xero and its affiliates unrestricted permission and irrevocable consent to photograph and film the Exhibitor or anyone on whose behalf the Exhibitor is acting, and to record their voice or written or oral presentations, and store and use any picture, name and business name, photograph and other reproductions of the Exhibitor's (or anyone's on whose behalf the Exhibitor is acting) physical likeness and sound (including as edited by or on behalf of Xero) for any lawful purpose by or on behalf of Xero and its affiliates to the extent permitted by applicable law. To the extent permitted by applicable law, the Exhibitor hereby releases Xero, its successors, assigns and licensees from and against any and all claims, liabilities, losses, demands, actions, causes of action, costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which the Exhibitor may, or shall hereafter have arising out of Xero's use as herein provided and/or use by any third-party with or without Xero's consent.

9. COPYRIGHTED MATERIALS

The Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any rights, consents, licences or permits that may be required for it to broadcast, perform, or display any materials including, but not limited to, artificial intelligence technology, music, video, and software. The Exhibitor shall hold harmless and indemnify Xero and the Venue from and against all claims and expenses, including legal fees and costs, arising out of or related to the Exhibitor's breach of this provision.

10. PROMOTIONAL EVENTS IMPORTANT

IF THE EXHIBITOR FAILS TO COMPLY WITH THIS SECTION 10 THEN XERO MAY TERMINATE THE EXHIBITOR'S PARTICIPATION IN THE EVENT AND RESERVES THE RIGHT TO REFUSE THE EXHIBITOR'S PARTICIPATION IN FUTURE EVENTS.

10.1 Separate Events: The Exhibitor may wish to operate their own separate event before or after the Event (**Separate Event**). Examples of Separate Events are pre-parties, presentations, drinks functions and evening functions.

10.2 Prior approval: The Exhibitor must not organise or operate a Separate Event unless Xero has provided prior written approval. Please email xerocon.brisbane@xero.com as early as possible during the planning process to obtain written approval for the Separate Event.



10.3 Responsibility: If the Exhibitor holds a Separate Event, then it is the Exhibitor's responsibility to ensure that the event is safe for all attendees. Xero is not responsible or liable for anything that happens at a Separate Event. It is the Exhibitor's responsibility to ensure that all attendees of a Separate Event are not subject to any circumstances in which they might reasonably be offended, humiliated, harmed or intimidated. If alcohol is being served at the Separate Event, then the event must fully comply with any applicable Responsible Service of Alcohol requirements and all applicable laws.

10.4 Requirements: If the Exhibitor holds a Separate Event, then they must:

- ensure that each attendee of the Separate Event demonstrates appropriate workplace behaviour and demonstrates respect for all people.
- take all reasonable steps to ensure that there are no incidents of harassment, discrimination or bullying at the Separate Event.
- exercise diligence and a duty of care to all attendees of the Separate Event.
- ensure that no illegal activity takes place at the Separate Event.

10.5 IP and Separate Events: The Exhibitor may not use any intellectual property rights owned or licensed by Xero, including the 'Xero' and 'Xerocon' names, trademarks, or logos, or names the same as or similar to the Event name, in connection with a Separate Event, unless otherwise approved in advance by Xero in writing.

11. COMMUNICATIONS

During the Event: The Exhibitor may collect information relating to consenting Event attendees. The Exhibitor must collect such information only at the Exhibitor's Exhibition Space and not at any other area of the Event. The Exhibitor must use the lead tracker provided by Xero, and not an alternative lead tracker. All communications to attendees must clearly state how each attendee's information was obtained by the Exhibitor and comply with all relevant laws.

12. WRAP PARTY

12.1. The Wrap Party will be held at a location to be confirmed by Xero, in Brisbane (**Wrap Party Venue**) on 4 September 2025 until approximately 10pm (or as otherwise advertised) after which the Wrap Party Venue will be open to the public.

12.2. Attendees of the Wrap Party must be at least 18 years old and must carry, and provide if requested by the Wrap Party Venue management, a government issued photo ID. The following forms of ID are acceptable forms of ID in licensed venues in Queensland:

- a. an Australian photo ID card;
- b. an Australian driver license or learner permit, including a Queensland digital licence;
- c. a foreign drivers licence;
- d. a passport from any country;



- e. A recognised proof of age card.

12.3. Xero aims to provide a safe and controlled environment but Xero does not assume any liability for incidents, accidents, or other issues arising at the Wrap Party.

12.4. Attendees of the Wrap Party are responsible for their own personal belongings and safety during and after the Wrap Party. Xero will not be liable for lost, stolen, or damaged items once the Wrap Party concludes.

12.5. Xero strongly encourages attendees to exit the Wrap Party Venue promptly when the Wrap Party ends if attendees do not wish to participate in the Wrap Party Venue's general opening hours.

13. GENERAL

13.1 Governing Law: These Exhibition Terms are governed by the laws of the State of Queensland, Australia and the parties exclusively submit to the jurisdiction of the courts of the State of Victoria, Australia.

13.2 Intellectual Property: Xero owns, or licences, all intellectual property rights in or relating to the Xero products, Xero and Xerocon trademarks and the naming rights to the Event. The Exhibitor agrees at all times to respect the validity and ownership of such rights and the goodwill attached to those rights and not to do or omit to do any act or thing or allow any act or thing to occur that may put in jeopardy the validity or ownership of those rights.

13.3 Alterations to Exhibitor Terms: Xero reserves the right to alter these Exhibition Terms at any time and for any reason. Xero will notify the Exhibitor in the event of an amendment to these Exhibition Terms.

13.4 Notices: Any notices given under these Exhibition Terms by either party to the other must be given in writing by email and will be deemed to have been given on transmission. Notices to Xero must be sent to xerocon.exhibitors@xero.com or to any other email address notified to Exhibitor by Xero. Notices to the Exhibitor will be sent to the email address provided by Exhibitor on the booking application form.

13.5 Waiver: If either party waives any breach of these Exhibition Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

13.6 Severability: If any part or provision of these Exhibition Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of these Exhibition Terms will be binding on the parties.



13.7 Compliance: The Exhibitor must comply with all instructions issued by Xero or venue management in relation to the Event. The Exhibitor must comply with all applicable laws.

13.8 Survival: All provisions of these Exhibition Terms that would logically survive termination or the Event, shall survive.