



Northern Territory
**MAJOR
EVENTS**
Company

Sampling Guidelines

1 Purpose

- 1.1 Northern Territory Major Events Company Pty Ltd (**NTMEC**) is a government owned major events company tasked with the attraction of major sporting and cultural events that provide substantial economic and social benefits to the Northern Territory.
- 1.2 These Sampling Guidelines provide direction for any proposed Product Sampling or giveaways that take place in and around Venues used for Events owned or managed by NTMEC.
- 1.3 The aim of these Sampling Guidelines are to:
 - (a) protect the rights of Event Partners;
 - (b) ensure Sampling is carried out safely and at appropriate times and locations;
 - (c) protect the official merchandise program;
 - (d) ensure Sampling does not adversely impact on event operations; and
 - (e) provide a balance of activity for the benefit of Patrons and Sponsors.

2 NTMEC Prior Approval

- 2.1 A Sponsor must obtain NTMEC's prior written approval in accordance with this clause 2 before it conducts any Sampling at Events.
- 2.2 An application for approval of any proposed Sampling must be made using the Application Form and provided to NTMEC at least 90 days prior to the Event. The Application will detail following information:
 - (a) name and contact details of main contact;
 - (b) type of Product, including materials and size and, wherever possible, provide samples;
 - (c) numbers of Product;
 - (d) numbers of Personnel, including promotional staff and proposed uniform Personnel;
 - (e) set up requirements, including vehicular access, marquees, tables, footprint or electricity;
 - (f) preferred timings;
 - (g) details of any third party involvement and accreditation requirements;

- (h) preferred location, including preference for roaming or fixed location; and
- (i) provide any sample collateral proposed to be used for the promotion.

- 2.3 NTMEC will review each Application and provide feedback or an answer within 10 business days of receipt of the Application.
- 2.4 Sponsor acknowledges that approval relates only to display or give away of Products at the Event. NTMEC makes no representation or acceptance of Product or Sampling quality or legality.
- 2.5 The exact size, permitted location and times at which Sampling can occur, will be approved by NTMEC at its discretion.
- 2.6 Sponsor must, at its own cost, immediately withdraw any Products in circulation that have not been approved by NTMEC in accordance with this clause 2.

VERSION HISTORY	Version No: 002	Date: 22/06/2020
-----------------	-----------------	------------------

3 Sponsor Responsibilities

3.1 It is the responsibility of the Sponsor to ensure:

- (a) certificates of currency are provided to NTMEC, with a public liability insurance of no less than \$20million;
- (b) if Product giveaways are edible, it is a registered food business with the Northern Territory Department of Health and all food handling complies with Northern Territory food and hygiene standards;
- (c) Products are given away only within designated sponsor activation zones, as determined by NTMEC;
- (d) promotional staff involved in activations and giveaways are at least 18 years of age;
- (e) Personnel are provided with an induction prior to commencement of their role, including orientation of the site, safety and evacuation information;
- (f) all rubbish and waste (including packaging) is removed and placed in the available recycling and waste management receptacles and the site is left in the same condition it was on entry
- (g) accreditation passes are worn by Personnel at all times;
- (h) adherence to vehicle access and set up times as determined by NTMEC;
- (i) any temporary structures such as pop-up tents or marquees, must be tied down with sufficient dead loads/weights due to the effect of wind upon light framed structures;
- (j) temporary structures are located away from toilet and garbage collection areas and kept clean and in a good state of repair at all times;
- (k) Products are not made of glass or of any material that may potentially cause harm to Patrons; and
- (l) all Personnel involved in the Sampling reflect positively on NTMEC and the Event and follow all directions of NTMEC.

3.2 Sponsor must:

- (a) obtain and comply with all applicable permits, licences and authorisation in relation to the Sampling and display of Product at a Venue; and
- (b) comply with all applicable standards, awards, laws and regulations (including workplace health and safety, advertising and consumer protection laws).

3.3 If Sponsor breaches or fails to comply with any term of this clause 3, Sponsor must, at its own cost, immediately withdraw any Products in circulation.

4 Access to Venue

4.1 Sponsor is entitled to access the Venue during access periods as notified by NTMEC to conduct Sampling in accordance with these Guidelines. In so doing, Sponsor must at its cost:

- (a) ensure Products are fit for purpose, safe and secure and free from defects in materials, design, workmanship and installation;
- (b) ensure Personnel are properly qualified under any applicable law (or relevant professional body) and have obtained the relevant permission from applicable authorities to supply Samples;
- (c) supply all Sampling with due care and skill;
- (d) comply with all relevant regulations and operational procedures applicable from time to time, including those relating to times and places of access, accreditation, safety and security, customer care, emergency procedures and master delivery schedules;
- (e) promptly notify NTMEC in writing after becoming aware of any material damage to the Venue or serious injury to anyone at the Venue;
- (f) repair, or pay the cost of repair, of any damage caused to the Venue as a result of Sponsor's Sampling;

and

- (g) liaise and co-operate with NTMEC contractors in order to achieve the objectives of this clause 4.

4.2 During access periods as notified by NTMEC, Sponsor must:

- (a) use only entrances and exits designated by NTMEC for moving in or out Products; and
- (b) comply with all directions of NTMEC as to access, vehicle movements and load limits and workplace health and safety.

4.3 NTMEC reserves the right to cancel or alter any of the access arrangements made with Sponsor if, in NTMEC's opinion, the Venue (or any part of it including any performance space, playing or indoor surface) may be damaged or rendered unusable, on a temporary or permanent basis, including due to adverse weather conditions.

5 Costs and Charges

5.1 It is the responsibility of the Sponsor to cover all costs associated with any Sampling, including:

- (a) staffing;
- (b) insurance;
- (c) set-up and take down;
- (d) clean-up and waste removal;
- (e) security and access control;
- (f) safety requirements and compliance with Venue rules and regulations; and
- (g) advertising, promotion and marketing materials.

5.2 Sponsor must meet all expenses and charges to make good any damage caused to the Venue as a result of Sponsor's Sampling.

5.3 If the Sponsor fails to comply with any provisions of these Guidelines, NTMEC may, at its discretion, make good the Sponsors obligations (or arrange for a third party to do so) and invoice the Sponsor for any associated costs which will be a debt due and owing to NTMEC.

6 COVID-19

6.1 NTMEC may at any time withdraw an approval granted under clause 2 of this Policy if it deems the approval is no longer in the interests of the health and safety of Patrons.

7 Definitions

In these Guidelines:

Event means any event, performance, show, activity, conference or function from time to time, whether of sporting, cultural, musical, community, or experiential nature, that is owned by NTMEC.

Event Partner means any sponsor, supplier, licensee or any other party that has been granted Sampling rights for an Event.

Patron means a person who enters any part of a Venue for the purpose of viewing an Event.

Personnel means any employee, contractor, agent or volunteer of Sponsor who requires access to a Venue to conduct or promote Sampling, including the supply of Products.

Product means any good or product that a Sponsor wants to distribute or display at a Venue during an Event.

Sampling means the display, sampling, promotion and distribution (but not sale) of Products at Venues during Events.

Venue means any venue, stadium, arena or designated area that is controlled by NTMEC, hosts an Event or is otherwise designated by NTMEC from time to time.

8 Legislative and Corporate Associated Documents

This Policy should be read in conjunction with the following:

- Sampling Guidelines Application Form

9 Variations

NTMEC reserves the right to vary or replace these Guidelines from time to time.

VERSION HISTORY	Version No: 002	Date: 22/06/2020
-----------------	-----------------	------------------