

1. Definitions

1.1 In this Agreement:

“**Agreement**” means these terms and conditions including the General Event Rules and Regulations and any other provisions set out in the Event (exhibitor) Manual, Sponsor Pack or Marketing Guide;

“**Event**” means the event as named and dated in this Agreement;

“**Event Date**” means the proposed date of the first day of the Event;

“**Event (exhibitor) Manual**” means a document containing information, rules and guidelines relating to the Event;

“**Intellectual Property**” means trademarks, service marks, logos, get-up, rights in design, patents, copyright and moral rights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered, anywhere in the world;

“**Marketing Guide**” means a document containing information, rules and guidelines relating to marketing issues;

“**Organiser**” means Talk2 Media and Events International;

“**Sponsor/Exhibitor**” means the named company, individual or other entity which has applied to exhibit at and/or sponsor the Event; and

“**Sponsorship/Exhibition package**” means any form of sponsorship or exhibition package in connection with an Event.

1.2 In this Agreement: the headings do not affect its interpretation; a reference to a clause, schedule or paragraph is a reference to a clause, schedule or paragraph of this Agreement; the words “include” or “including” will be construed without limitation to the generality of the preceding words.

2. Acceptance of Terms

This Agreement shall not be binding between the parties, until the Organiser has accepted the agreement form. The terms set out in this Agreement shall apply to all arrangements entered into between the Parties, including those where the application form is not used, to the exclusion of other terms and conditions otherwise contained in any document prepared by the Sponsor/Exhibitor or otherwise.

3. Organiser’s Services

Any information set out in any promotional material is for information only and is subject to availability and change. The services shall only be those specifically agreed upon by the Organiser.

4. Sponsor/Exhibitor’s Rights and Obligations

4.1 The Sponsor/Exhibitor shall be bound by and comply with all provisions set out in this Agreement including the General Event Rules and Regulations and any provisions set out in the Event Manual and Marketing Guide. Due to the changing and differing nature of events, the Event Manual or the Marketing Guide may supplement or amend these Terms and Conditions and the General Event Rules and Regulations.

4.2 Without prejudice to the Organiser’s other rights in this Agreement, in the interest of good management of the Event or Sponsorship of the Event, the Organiser may at any time make reasonable modifications to the specifications (including content, format and schedule) of any Event or Sponsorship/Exhibition Package or give reasonable directions to the Sponsor/Exhibitor as to the exercise of its rights.

4.3 The Sponsor/Exhibitor in performing its obligations shall comply with:

4.3.1 all applicable laws, regulations and guidelines; and

4.3.2 any terms and conditions issued by the owners and/or managers of any Event venue or any sponsorship media.

4.4 The Sponsor shall ensure that its activities are conducted in such a way as will not cause any annoyance or inconvenience to other sponsors or visitors of the Event.

4.5 The Sponsor is responsible for the cost of making good, restoring and renewing all damage, whether caused by itself or its agents, or any other party for which it is responsible.

4.6 No competitions, lotteries, draws or the like may be held without the Organiser’s prior written consent.

4.7 For the avoidance of doubt, the Sponsor may not place any limitations or restrictions on the marketing activities the Organiser may use to promote the Event.

4.8 The Sponsor shall arrange all necessary insurance to cover:

4.8.1 all property brought to the Event;

4.8.2 any claims brought by the Organiser or third parties for damage to property or person;

4.8.3 any other kinds of risk the Sponsor will incur in connection with the Event including Public Liability, All Risks on Property, Employer’s Liability and Personal Accident to staff insurance;

4.8.4 It is advisable for the Sponsor to take out insurance for losses and wasted expenditure if the Event is cancelled or curtailed.

5. Organiser's Publications or other Media

- 5.1 The Organiser shall be free to include in any form of media created by the Organiser (or on its behalf) in connection with the Event, the Sponsor/Exhibitor's name, logo or any other material or information supplied to the Organiser by the Sponsor/Exhibitor.
- 5.2 The Sponsor/Exhibitor shall ensure the accuracy of all material or information provided to the Organiser or directly used by the Sponsor/Exhibitor on any sponsorship media (where the Sponsor/Exhibitor has such a right). The Sponsor/Exhibitor shall also ensure that any material or information is neither offensive, abusive, indecent, defamatory, obscene or menacing in any way.
- 5.3 The Sponsor/Exhibitor has the right to grant and hereby grants to the Organiser (and its sub-contractors') a non-exclusive, royalty free, world-wide licence to use the Sponsor/Exhibitor's name and logo and any other material or information provided by the Sponsor/Exhibitor to use in accordance with this Agreement.
- 5.4 The Sponsor/Exhibitor warrants that the Organiser's (or sub-contractors) use or possession of the name, logo and any other material or information provided by the Sponsor/Exhibitor does not and will not infringe the Intellectual Property rights of any third party.
- 5.5 The Organiser may refuse to incorporate the name, logo or any other material or information provided to the Organiser or remove, delete or cover over such name, logo or material or information if the Organiser becomes aware that any such name, logo or material or information is in breach of this clause 5.
- 5.6 The Organiser shall not in any event be responsible to the Sponsor/Exhibitor for any omissions, misquotations or other errors which may occur in the completion of any form of media in connection with the Event.
- 5.7 The Sponsor/Exhibitor acknowledges that the Organiser may continue to use the name, logo and any other material or information provided by the Sponsor/Exhibitor after an Event in connection with any media created in connection with the Event.

6. Additional Provisions for Sponsors with Sponsorship

- 6.1 The Sponsor shall provide the Organiser with all material and information including logos, artwork and advertising materials which the Organiser requires in good time as and when required by the Organiser.
- 6.2 Any material and information to be included on any media shall be subject to the approval of the Organiser.
- 6.3 For the avoidance of doubt, a Sponsor with Sponsorship shall comply will all terms in this Agreement including clause 5.

7. Attendee Numbers

The Organiser does not guarantee the number of attendees at the Event.

8. Payment terms and invoicing schedule

- 8.1 The Organiser will issue a tax invoice or invoices to the Exhibitor for the Instalments which shall be payable by the Exhibitor to the Organiser by the dates specified in the Agreement. To the extent that any additional fees become payable at any time, subsequent to the calculation and payment of the fees specified in clauses 8.2 and 8.3, such fees shall be paid no later than thirty (30) days from the date they become due or if earlier, the day before the Event Date. To the extent that any additional fees become payable on or after the Event Date, such fees shall be payable on demand.
- 8.2 Payment is to be submitted by bank transfer EFT or by credit card. Payment by credit card will incur a surcharge in accordance with the schedule published on the Organiser's website from time to time. This is also stated on the online credit card p. ayment page.
- 8.3 All prices are exclusive of GST or any other sales tax, unless otherwise stated.

9. In the event that any fees are paid late, interest shall accrue from the due date to receipt of payment at a rate equal to 3% above the base lending rate.

10. Cancellation by the Sponsor/Exhibitor

The Sponsor/Exhibitor may not cancel this Agreement in whole or in part, unless agreed in writing by the Organiser. Where the Organiser agrees to any cancellation in whole or in part, all fees shall remain due and payable unless otherwise agreed by the Organiser. If a Sponsor/Exhibitor attempts to unilaterally cancel this Agreement, all fees shall remain due and payable.

11. Cancellation by the Organiser

In circumstances where the Organiser cancels the Event or the Sponsorship or the Sponsor's rights to participate in such an Event or Sponsorship for reasons within its reasonable control, the Organiser shall use its reasonable endeavours to provide an alternative Event or form of Sponsorship within twelve (12) months of the planned Event Date. If the Organiser cannot or does not provide an alternative event or form of Sponsorship/Exhibition package within twelve (12) months, or the alternative event or sponsorship cannot reasonably be considered to be a suitable alternative, the

Organiser shall refund to the Sponsor/Exhibitor (and its liability shall be so limited) to that proportion of fees paid representing that part of the Event or the Sponsorship/Exhibition Package cancelled.

12. Termination

- 11.1 The Organiser shall be entitled to terminate all or part of this Agreement with immediate effect by written notice on occurrence of the following events:
- 11.1.1 failure to make payment of any fees by the due date;
 - 11.1.2 any material breach by the Sponsor of this Agreement, including the attempted unilateral cancellation of this Agreement or the engagement in any activity which may jeopardise the safety of the Event; or
 - 11.1.3 where the Sponsor/Exhibitor ceases or threatens to cease to carry on its business or is unable to pay its debts, or a resolution is passed or a petition presented for the Sponsor/Exhibitor's bankruptcy or winding-up, or a supervisor, receiver, administrative receiver, administrator takes possession of or is appointed over the assets of the Sponsor/Exhibitor.
- 11.2 On termination of this Agreement, the Organiser shall be entitled to remove the Sponsor/Exhibitor's name, logo and any other material or information relating to the Sponsor/Exhibitor and for the avoidance of doubt, shall be entitled to allot any event space or sponsorship space to another sponsor/exhibitor.
- 11.3 The Sponsor/Exhibitor acknowledges that in view of the time and cost required in preparing any media in connection with an Event, in circumstances where this Agreement is terminated, the Organiser may at its discretion continue to use the name, logo or other material or information relating to the Sponsor/Exhibitor after termination of this Agreement, where the time and cost does not, in the Organiser's opinion, allow the Organiser to remove, delete or cover over such name, logo or other material or information from any media.

12. Suspension of Sponsor/Exhibitor's Rights

Without prejudice to the Organiser's other rights, the Organiser may suspend all or part of the Sponsor/Exhibitor's rights at any time when the Sponsor/Exhibitor is in breach of this Agreement including by: excluding a Sponsor/Exhibitor from an Event; removing its stand; removing, deleting or covering any media relating to the Sponsor/Exhibitor. Such suspension may continue until the Sponsor/Exhibitor has remedied any breach.

13. Liability

- 13.1 Nothing in this Agreement shall exclude or limit the Organiser's liability for personal injury, death, fraud or any other liability which cannot be excluded by law.
- 13.2 The Organiser's liability for any physical damage to the Sponsor/Exhibitor's property caused by the negligent act or omission or wilful conduct of the Organiser shall be limited to the amount of insurance cover carried by the Organiser.
- 13.3 Save for clause 13.2, the Organiser's total liability under or in connection with this Agreement shall not exceed 125 % of the total fees due and payable by the Sponsor/Exhibitor under this Agreement.
- 13.4 The Organiser shall have no liability for the following losses or damages (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of actual or anticipated profits (including for loss of profits on contracts); loss of business; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused.
- 13.5 The Sponsor/Exhibitor shall indemnify the Organiser against all liability, losses, costs and expenses as a result of any loss or damage to any property, injury or death of any person or as a result of any claim brought by a third party, caused by any negligent act, omission or wilful misconduct or other breach of this Agreement by the Sponsor/Exhibitor, its employees, agents, sub-contractors and invitees.
- 13.6 The Sponsor/Exhibitor shall indemnify the Organiser against all liability, losses, costs and expenses as a result of any breach by the Sponsor/Exhibitor of its obligations pursuant to clause 5.
- 13.7 A condition of the Organiser accepting this application is that the Exhibitor provides a valid Certificate of Currency for Public Liability Insurance for AU\$10 million covering their attendance at the event including bump-in and move out days or the Exhibitor requests and pays an Insurance Fee to the Organiser and in exchange the Organiser will purchase and maintain the requisite insurances on behalf of the Exhibitor the period from the beginning of the first day of Move-in to the last day of Move-out. The Organiser will apply to an insurer of its choice to insure itself and each Exhibitor (each as a named insured) for AU\$10 million for a single event in respect of public liability, general property and employer's liability insurance, therefore the Exhibitor(s) will not be required to make any applications to the insurer nor pay any monies directly to the insurer.
- 13.8 The Exhibitor must also hold general property and employer's liability insurance policies to the satisfaction of the Organiser for the period from the beginning of the Move-in to the last day of Move-out. Such insurance cover must insure the Organiser against any loss as a result of any action or claim arising out of any act or default by the Exhibitor. If requested by the Organiser, the Exhibitor must provide the Organiser with the certificates of insurance confirming that the policies have been effected.

14. General

- 14.1 The terms and conditions of this Agreement shall be kept confidential by the parties.
- 14.2 The Organiser shall not be liable for any failure or delay in performing any of its obligations under this Agreement if the failure or delay is due to any cause beyond its reasonable control, including unavailability of the venue of the Event, act of God, war, terrorist activity, civil commotion, malicious damage by a third party, strike, lock-out or other employee dispute, compliance with a law or governmental order, rule, regulation or direction, fire, flood or storm.
- 14.3 The Sponsor/Exhibitor acknowledges and agrees that no representations were made prior to entering into this Agreement and that by entering into this Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding other than as expressly set out in this Agreement. The Sponsor/Exhibitor shall have no remedy in respect of any remedy for misrepresentation, save for any fraudulent misrepresentation.
- 14.4 Nothing in this Agreement shall be deemed to create any partnership, joint venture or agency between the parties.
- 14.5 If and to the extent any provision or part of the provision of this Agreement is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of this Agreement.

- 14.6 The Sponsor/Exhibitor shall not be entitled to assign its rights under this Agreement. The Organiser shall be entitled to assign its rights or novate its obligations, under this Agreement to an affiliate or a purchaser of the Organiser's business or part of the Organiser's business to which this Agreement relates. The Organiser shall be entitled to subcontract its obligations.
- 14.7 The laws of the State of Victoria, Australia, will apply to this Contract and any dispute of court proceedings must be heard in the State of Victoria, Australia.