

TERMS AND CONDITIONS OF PARTICIPATION

1 DEFINITIONS AND INTERPRETATION

- (a) **Definitions** – Unless the contrary intention appears:
- “**Event**” means the Exhibition or Conference, to be held at the Venue on the dates as noted on the reverse side of this Agreement.
- “**Client**” means that party including all employees, agents and officers of the Client wishing to participate in the Event and named on the reverse side of this Agreement.
- “**Organiser**” means National Media Pty Ltd ACN 134 918 666 including all employees, agents and officers, and assigns and successor in title of the Organiser.
- “**Stand**” means the agreed area of floor space allocated to the Client by the Organiser and described on the reverse side of this Agreement and includes all walls, partitions and other structures agreed to be provided by the Organiser to the Client, unless otherwise stated.
- “**Sponsorship**” means the agreed sponsorship payment and inclusions as described in the Sponsorship Proposal, and accepted by the Client.
- “**Venue**” means the location of the Event as noted on the reverse side of this Agreement or such other location as advised by the Organiser in accordance with this Agreement.

(b) Interpretation

- Unless the context otherwise requires:
- (i) Where the context permits, words, imparting the singular, include the plural and vice versa; words imparting gender include every gender and words imparting persons include bodies corporate and government and semi-government authorities and departments and vice versa.
- (ii) Any covenant, indemnity or Agreement on the part of two (2) or more persons binds them jointly and severally.
- (iii) Headings are for guidance only and do not form part of the Contract.
- (iv) None of the provisions of this Agreement nor any act, matter or thing done in connection with this Agreement or any other Agreement between the parties to this Agreement operates as a merger of any of the rights and remedies of the parties under this Agreement or any other Agreement all of which continue in full force and effect.
- (v) All communications (including any notices and/or variations of this Agreement) must be in writing.
- (vi) In this Agreement reference to the parties is a reference to or include, as appropriate, their respective heirs, successors, executors, transferees and assigns.

2 AGREEMENT

- (a) Execution of this Form by the Client constitutes an offer by the Client (“the offer”) to participate in the Event on the terms and conditions set out hereof.
- (b) The offer is accepted only if:
- (i) the offer is signed by the Client when the offer is submitted by the Client; and
- (ii) the deposit is paid to the Organiser, and the Organiser issues a receipt for it (unless the Organiser agrees in writing to some other arrangement).
- (c) The Organiser is not obliged to accept any offer.
- (d) When the offer is accepted and agreement (“the Agreement”) comes into effect between the Organiser and the Client on the terms and conditions set out hereof and continues in force until such time as each party satisfies its obligations under this Agreement.

3 PAYMENTS

The Client must:

- (a) pay each of the amounts on or before the date as set out on the reverse side of this Agreement;
- (b) pay interest on any outstanding or unpaid monies under this Agreement at the overdraft indicator rate of the Organiser’s principal banker plus a margin of 5% per annum calculated daily; and
- (c) (In addition to the amounts set out in (b)) pay to the Organiser on demand all legal and other costs and disbursements incurred by the Organiser in connection with any breach or threatened breach of the whole or any part of this Agreement including the costs of any proceedings for enforcement of payment to the Organiser.

4 CLIENT’S ACKNOWLEDGMENTS AND OBLIGATIONS

The Client acknowledges and agrees:

- (a) not to assign or sublet any part of the Stand without the prior written consent of the Organiser, which consent may be subject to conditions;
- (b) that the Organiser may:
- (i) make changes to the Venue of the Event and/or the date of the Event by giving written notice to Client at least thirty (30) days prior to the commencement of the Event;
- (ii) make any other changes at any time without needing to give written notice of the change to the Client.
- (c) at all times keep the Stand fully staffed and operational during the hours the Event is open to the public;
- (d) to comply with the provisions of the Event Manual issued by the Organiser which manual is deemed to form part of this Agreement;
- (e) at the completion of the Event, remove all materials from the Stand and to leave the Stand in the same order and condition as it was prior to the Event;
- (f) to indemnify the Organiser in respect of any damage to walls or floors of the building or partition in which the Event is housed;
- (g) to comply with all rules, regulations, directions and requirements of any statute or other government or semi-government authority or the owner of the Venue relating to or effecting the Event; and
- (h) to conduct their display only from the Stand allocated to them and not from any other part of the Event Venue.

5 ORGANISER’S RIGHT

The Organiser:

- (a) reserves the right to amend or reallocate the Client’s Stand location and layout or the general layout of the Event floor plan at any time without any reduction in price or variation to the terms of this Agreement;
- (b) in its sole discretion to initially determine and thereafter from time to time determine the hours during which the Client shall have access to the Venue to set up and dismantle and the hours during which the Event shall be open to the public;
- (c) may specify the rules for conduct of the Event, the Stand and for the products displayed by the Client upon the Stand and during the Event and the Client acknowledges that such rules shall be set out in the Event Manual and may be varied from one Event to another;

- (d) makes no representation or warranty in relation to the Event except as stated in this Agreement and the Client confirms and agrees that it has entered into this Agreement in sole reliance of its own inquiries;
- (e) is not liable for injury to or death of any person, damage to property, economic loss, direct special or consequential damages which are caused by or arise out of the Event, or the cancellation, postponement of the dates of the Event, the shortening or lengthening of the duration of the Event or the changing of the Venue within the same city; and
- (f) is not liable to Client nor in default of any of the terms and conditions of this Agreement where such default is due to factors beyond the Organiser’s control which result directly or indirectly from any acts of God, acts of Civil Military Authority or public enemy of war, accidents, fires, explosions, earthquakes, floods, cyclones, strikes, labour disputes, shortages, failure of electric power supply, lifts or transportation, postage, air conditioning or the availability of appropriate premises.
- (g) endeavours to organize and promote the Event to the best of its ability, however no guarantee can be given to visitor numbers. Failure of sufficient visitor numbers to the satisfaction of the Client does not entitle the Client to any claim against the organizer or a refund of any payments made.

6 TERMINATION

(a) Termination by Organiser

This Agreement may be terminated by the Organiser if the Client fails to comply with any of the terms and conditions of this Agreement. In the event this Agreement is terminated by the Organiser:

- (i) the Client must remove from the Venue all personal property and other items which may be associated with the display, at a time to be agreed between the parties and the Client is not entitled to access the Venue other than in strict accordance with such agreement and in the event that the Client fails to so remove any personal property or other items associated with the display, the Organiser is entitled to remove such property of the Client and to forward it to the address of the Client as stated on the reverse side of this Agreement. Any costs so incurred by the Organiser are recoverable from the Client as a liquidated debt. The Organiser has no civil or criminal liability in respect to any loss, damage of property so removed in accordance with this provision; and
- (ii) any monies paid by the Client in the event of such termination due to the Client’s default are forfeited to the Organiser in full without deduction.
- (b) Termination by the Organiser in accordance with this part is without prejudice to any rights and claims the Organiser may have against the Client.

(c) Termination by Client

- (i) The Client may, 90 days prior to the event, give written notice to the Organiser of cancellation of this Agreement in which event a cancellation fee equivalent to 50% of the total cost of the Stand or Sponsorship will be payable by the Client. All initial deposits are non-refundable.
- (ii) In the event that the Client gives less than 90 days notice to the Organiser of cancellation, the Client is liable to pay a cancellation fee equivalent to the total cost of the Stand or Sponsorship.
- (iii) In the event that a cancellation fee is payable, the Organiser is entitled to deduct the amount of any such cancellation fee previously paid by the Client and refund the balance (if any) to the Client and in respect of any shortfall be entitled to recover the amount of any such shortfall from the Client as a liquidated debt.

7 INDEMNITY

- (a) The Client uses the Stand entirely at the Client’s own risk, and releases the Organiser and its directors, officers, employees and agents from all claims of every kind arising in any way out of or in connection with this Agreement or the use of the Stand for the Event. This clause does not apply to claims which are covered by the provisions of Clause 7(a) or claims for any breach of any express or implied term of this Agreement.

(b) Liability limit – Trade Practices Act

- (i) This clause applies if a provision of Part V Division 2 of the Trade Practices Act 1974 or equivalent State legislation implies any warranty in this Agreement (“Non-Excludable Provision”) and prohibits or makes void any term of a contract excluding, restricting or modifying the application of, exercise of or liability under that Non-Excludable Provision.
- (ii) The Organiser’s liability for breach of a Non-Excludable Provision is limited, at the option of the Organiser, to:
- (I) in the case of goods, any one or more of the following:
- A. the replacement of the goods or the supply of equivalent goods;
- B. the repair of the goods;
- C. the payment of the cost of replacing the goods or of acquiring equivalent goods;
- D. the payment of the cost of having the goods repaired; or
- (II) in the case of services:
- A. the supplying of the services again; or
- B. the payment of the cost of having the services supplied again.
- (iii) To the extent that any right of indemnity in clause 7 arises out of circumstances which constitute a breach by the Organiser of a Non-Excludable provision, then the Organiser’s liability to the Client under this clause:
- (I) is not affected; and
- (II) may be set off against the Client’s liability to the Organiser under clause 7.
- (iv) This clause does not apply if the Client establishes that it is not fair or reasonable for the Organiser to rely upon it.

(c) Liability Limit – Breach of Express or Implied Term

- (i) This clause applies:
- (I) to claims for any breach of any express or implied term of this Agreement; but
- (II) only if clause 7(a) does not apply.
- (ii) Despite anything to the contrary:
- (I) the Organiser is not liable to the Client for any breach of any express or implied term of this Agreement unless the Client has first given to the Organiser written notice of the alleged

- breach and the Organiser has failed, without reasonable excuse, to rectify that breach within a reasonable time; and
- (II) the Organiser’s liability for any such breach does not extend to liability for any loss or profits, indirect or consequential loss, or damages for personal injury or death; and
- (III) in any event, and without limiting the other provisions of this clause, the Organiser’s liability for any such breach is limited, at the option of the Organiser, to:
- A. in the case of goods, any one or more of the following:
- I. the replacement of the goods or the supply of equivalent goods;
- II. the repair of the goods;
- III. the payment of the cost of replacing the goods or of acquiring equivalent goods;
- IV. the payment of the cost of having the goods repaired; or
- V. in the case of services:
- VI. the supplying of the services again; or
- VII. the payment of the cost of having the services supplied again.

(d) No Warranties

Except as provided for in clause 7(a), the Organiser does not warrant that the Stand or the Event is adequate or fit for the purposes of the Client.

(e) Application

The provisions of this clause apply even though the claim arises from the negligence or breach of duty of the Organiser or of a person for whose acts and omissions the Organiser is responsible.

INSURANCE

- (a) To provide and maintain a policy of public risk insurance (“public liability policy”) in accordance with this clause 7.
- (b) The public liability must:
- (i) provide a minimum per occurrence cover of ten million dollars (\$10,000,000.00);
- (ii) be taken out in the names of the Client and the Organiser, or otherwise be endorsed so as to protect the interests of the Client and the Organiser as if they were co-insured;
- (iii) provide cover against all claims which may be brought anywhere in the world in connection with the use of the Stand by the Client during the risk period;
- (iv) provide cover on a per occurrence (and not a claims made) basis and otherwise on such terms and conditions and for such risks as are normally included in such a policy including cover against all matters in respect of which the Client is obliged to indemnify the Organiser pursuant to this agreement.
- (c) The Hirer must provide and maintain a policy of insurance in respect of the contents of the Stand for the full value of the contents of the Stand and such other forms of insurance as the Organiser may reasonably require from time to time and as may be set out in the Event Manual.

8. RISK

The Client agrees that the contents of the Stand and the Client’s equipment is at the risk of the Client at all times during the Agreement.

9. OTHER EVENTS

The Organiser reserves the right to accept or reject any offers for stands in future Events regardless of any past association between the Organiser and the Client.

10. GENERAL

- (a) This Agreement contains the entire Agreement between the parties and no earlier representation or agreement, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement.

- (b) Except as otherwise provided in this Agreement, time is of the essence.

11. ASSIGNMENT

- (a) This clause applies if any of the following (called “Insolvency Events”) occur in relation to the Organiser:
- (i) an application is made, proceedings are initiated or a meeting (whether of shareholders, creditors or directors) is called with a view to winding it or any part of the Organiser’s undertaking up or placing the Organiser or any part of the Organiser’s undertaking under any kind of administration;
- (ii) a receiver, liquidator, voluntary or other administrator or official manager is appointed to the Organiser;
- (iii) a compromise or arrangement of the kind referred to in Part 5.1 of the Corporations Act is proposed;
- (iv) an application is made or an action is initiated with a view to cancelling the Organiser’s registration or appointing an inspector or other officer to investigate any of the Organiser’s affairs pursuant to any legislation;
- (v) the Organiser is, or is or may be deemed under any applicable law to be, insolvent or unable to pay its debts; or
- (vi) circumstances exist which would enable the court upon application to order winding up of the Organiser pursuant to section 461 of the Corporations Act.
- (b) If an Insolvency Event occurs in relation to the Organiser then the Organiser by this clause assigns all of its right title and interest under this Agreement to Vitality Media Pty Ltd ABN 96 109 981 624.

PRIVACY STATEMENT

National Media collects personal information that is required to market its services to you. Should you wish to access personal information that we hold about you, this information can be provided upon request. If at any time your details change or you would like to obtain more information on our approach to privacy, please do not hesitate to contact us. Our privacy policy document can be obtained from our office or on your request.