

1. BACKGROUND

- 1.1. The Company manages Exhibitions and Events.
- 1.2. The Exhibitor/Sponsor/Advertiser wishes to participate in the Event, the particulars of which are set out in the Schedule.
- 1.3. This Agreement sets out the terms and conditions governing that participation.
- 1.4. These terms and conditions are updated from time to time but not during an Event and will apply to Events managed by the Company.
- 1.5. These Terms and Conditions will be available on the Company website.
- 1.6. The details set out in the Schedule will be Event specific for each party contracting with the Company.

2. DEFINITIONS

- 2.1. 'Advertiser' means the party nominated as such in this Agreement which provides material in any agreed form of media for display and/or publication at any during the Event or in the promotion of it.
- 2.2. 'Event' means the Exhibition, particulars of which are set out in the Schedule.
- 2.3. 'Exhibitor' means the parties nominated as such in this Agreement, being the party seeking to have Exhibition Space allocated to it for its use during the Event.
- 2.4. 'Participant' means Exhibitor, Sponsor or Advertiser as the context requires.
- 2.5. 'Sponsor' means the party nominated as such in this Agreement being the party seeking to undertake for itself or with the services of the Company, the Sponsored Activity.
- 2.6. 'Sponsored Activity' means those activities described in the Sponsorship Prospectus.

3. THE COMPANY'S ENTITLEMENTS AND DUTIES

- 3.1. The Company shall:
 - a) organise, manage and conduct the Event;
 - b) promote the Event to relevant interested parties; and
 - c) endeavour to provide the Exhibition Space, Sponsorship or Advertising sought.
- 3.2. The Company may modify the Event by:
 - a) changing your Exhibition Space or its location to suit our floor plan;
 - b) changing the date
 - c) changing the duration
 - d) changing visitor opening hours
 - e) moving the venue to another place in the same city
 - f) using multiple venues.
- 3.3. The Company can require compliance with any relevant legislation or direction from any Government authority of the owner of any Exhibition Space including but, not limited to, immunization for participants, their staff, servants and agents and visitors to the Event.
- 3.4. The Company can further give directions:
 - a) refusing to allow, or stopping displays, product demonstrations or other uses of your Exhibition Space;
 - b) specifying display area fitout;
 - c) approving or disapproving the content and presentation of your promotional materials;
 - d) allocating times you can set up and dismantle displays;
 - e) specifying how you, your employees, contractors or agents enter the Exhibition Space;
 - f) setting conditions for moving goods and displays

- g) before, during and after the Event;
- g) restricting the taking of photographs; and
- h) specifying how you can use audio visual equipment and media and how you can demonstrate machines.

4. PARTICIPANT'S OBLIGATIONS

- 4.1. Your rights to use the Exhibition Space allocated to you are personal and cannot be assigned to any other party without the Company's consent. If such consent is given, it may be on terms as determined by the Company.
- 4.2. The Participant must:
 - a) use your Exhibition Space only to display and promote goods and/or services consistent with the Exhibition;
 - b) use the Exhibition Space and maintain its appearance in keeping with the standard and atmosphere of the Event;
 - c) use any Conference area only for the purposes of a Conference;
 - d) follow directions as soon as possible and pay any associated costs
 - e) comply with relevant laws, meet OH&S and venue guidelines, and avoid injuring a person or damaging property;
 - f) keep Exhibition Space or Conference area clean and tidy, and immediately remove all materials when the Event ends – cleaning fees will be charged if necessary;
 - g) not interfere with the smooth running of an Event, including encouraging Event visitors to exit the Event early;
 - h) not to misrepresent or infringe intellectual property rights of any other party; and
 - i) not leave Exhibition Space unsupervised during Event opening hours.

5. FEES AND PAYMENT TERMS

- 5.1. Fees are payable in instalments, as set out in the Schedule;
- 5.2. Depending on the Event, additional services may be available to Participants including:
 - a) Provision of utilities including internet;
 - b) Equipment handling, fitout and installation.
- 5.3. The fees for those Additional Services and payment of those are as set out in the Event Manual or the approved Event suppliers.
- 5.4. Participants will be provided with a Tax Invoice in respect of each of the payments due, for instalments and/or Additional Services.
- 5.5. Where we have agreed with you that additional costs have been incurred and you have agreed to cover the additional costs, you will pay us in addition to your fee, the cost of:
 - a) services and connections including but not limited to electricity, water, gas, waste, compressed air, Internet access, and telephone
 - b) loading and handling equipment, and staff
 - c) duties and taxes including GST
 - d) advertising and promotional material
 - e) insurance
 - f) display stands, dressing, and display items
 - g) cleaning.
- 5.6. Under the *Payment Systems (Regulation) Act 1998* and the *Payment Systems (Regulation) Regulations 2006* we may charge you a fee if you pay by credit card and if we do, we

will include this information on our tax invoices.

6. DEFAULT AND CONSEQUENCES

- 6.1. Any breach of terms of this Agreement may result in:
 - a) the Exhibition Space being reallocated to another user;
 - b) access to an Exhibition Space being denied;
 - c) withdrawal of Advertising material from the Event;
 - d) withdrawal or limitation of Sponsorship material from the Event;
 - e) taking possession of any goods or materials left on the site as security against any losses sustained by the Company as a result of the breach; and
 - f) removal of a Participant's staff, contractors or agents from the Event and the Exhibition Space.

7. CANCELLATION

- 7.1. The Participant may cancel its participation in any particular Event by giving written notice to the contact nominated in the Schedule. Cancellation will be effective from the first business day following given of written notice.
- 7.2. Cancellation will incur an administration fee of \$1,000.00 (other than cancellations as a consequence of the Company's breach) ('Administration Fee'). The Administration Fee is a genuine pre-estimate of the costs to the Company of processing the cancellation.
- 7.3. A cancellation fee will be levied as a percentage of the total fee and calculated in accordance with the following table ('Cancellation Fee'):

25%	60%	100%
more than six months before the opening date of the relevant Event(s)	between six and three months before the opening date of the relevant Event(s)	three months or less before the opening date of the relevant Event(s)

- 7.4. Advertising and Sponsorship Participants who have had all Advertising and Sponsorship obligations satisfied by the Company prior to cancellation, shall be liable for a 100% cancellation charge.
- 7.5. For Exhibitors who cancel, the Company will use its best endeavours to resell Exhibition Space for the best available fee. Where an Exhibitor has paid its Cancellation Fee and the Exhibition Space has been resold for a fee equal to or greater than the original fee to be charged, the Exhibitor will be entitled to a refund of the Cancellation Fee, less the Administration Fee.

8. INSURANCE AND INDEMNITIES

- 8.1. All Exhibitors are required to maintain public liability insurance in respect of their use and occupation of the Exhibition Space.
- 8.2. Exhibitors indemnify the Company in respect of any claims for personal injury or damage arising from the acts or omissions of the Exhibitors, their staff or agents.
- 8.3. Any incidents are required to be reported as soon as possible to the Company to the contact person nominated in the Schedule.
- 8.4. The level of public liability insurance required for each Event is AU\$20,000,000. If the Exhibitor requires the Company to obtain insurance on the Exhibitor's behalf the fees for that

insurance will be shown in the Event Booking Form. Where no such fee is shown, the Exhibitor is required to obtain not less than 14 days before gaining access to the Exhibition Space, a Certificate of Currency for public liability insurance at the level stipulated in Clause 8.4.

- 8.5. Any insurance policy obtained by an Exhibitor must extend for a period including from the first access by the Exhibitor to the Exhibition Space including with the final exit from the Exhibition Space by the Exhibitor, its staff and agents.
- 8.6. The Company, to the extent permitted by law, will not be liable for the death or personal injury of any person, any property damage, economic loss or any indirect special or consequential damages to do with the Event.
- 8.7. The Company's liability under any implied condition or warranty as imposed by law is limited, at the Company's option, to the resupply of a service the payment of the resupply of the service.
- 8.8. The Exhibitor, Sponsor or Advertiser indemnifies the Company against all claims, damages, losses and costs that the Company may incur because of:
 - a) any breach of the terms and conditions by that Participant;
 - b) any act or omission including the operation of any display or product demonstration conducted by the Participant;
 - c) any breach of intellectual property rights of a third party arising out of the goods or services exhibited, the Sponsorship material or the Advertising material.

9. GENERAL

- 9.1. The Company is not liable for any expenditure, liability or loss, including consequential loss, nor will we be in default for any delay, failure or interruption because of:
 - a) acts of God, civil authority, public enemy, terrorism;
 - b) epidemics, war, accidents, fires, explosions, earthquakes, floods, storm and tempest;
 - c) strikes, labour disputes;
 - d) failure of electrical power, telecommunications, utilities, infrastructure;
 - e) the availability of appropriate premises;
 - f) insufficient exhibitor numbers or visitor non-attendance at any event; and
 - g) any prevailing commercial or economic circumstances or causes beyond our control.
- 9.2. After this Agreement ends by expiration or termination the provisions relating to:
 - a) Participant's obligations;
 - b) Payment;
 - c) Remedies;
 - d) Insurance cover; and
 - e) Warranties and liabilities,
 continue to bind the parties.
- 9.3. Any part of this Agreement that is not legal or enforceable may be removed, but all other Terms and Conditions will stay in force.
- 9.4. NSW laws and the jurisdiction of NSW courts govern this Agreement.
- 9.5. You give us your consent under privacy laws to use your personal information for internal purposes, including accounts processing, exhibitor analyses, Event invitations and to give to our Event contractors. Please write to us if you

- do not wish us to use your personal information in this way. Our privacy policy can be viewed on our website.
- 9.6. The Company may assign any of its rights under this Agreement.
 - 9.7. In entering into this Agreement you consent to us conducting a credit check before an application for credit is made.
 - 9.8. Where a Participant wishes to undertake Advertising at the Event, the provisions of Annexure A to this Agreement apply in addition to these general Terms and Conditions.
 - 9.9. Where a Participant wishes to conduct Sponsorship activities at an event, the provisions of Annexure B apply in addition to these general Terms and Conditions.

Schedule

Event(s)	Details
Event(s)	Retail Property Marketplace 2023
Location(s)	The Timber Yard, Melbourne and/or Overseas Passenger Terminal, Sydney
Date(s)	11 th May 2023 (Melb) and/or 14 th September 2023 (Syd)
Contact person for Company	Tim Rusbridge
Fees & Instalments	50% of the total payable within 14 days of invoice date. Balance payable 90 days before each respective Event(s).

Annexure A – Advertising Participants

For the purposes of this Annexure A the following definitions apply:

1. 'Material' means any form of content provided by the Participant to the Company or created by the Company for the Participant, on its instructions, for the purposes of Publication.
2. 'Publication' means any form of communication or Publication owned or controlled by the Company including Exhibitor digital listings, trade guides, signage posters and mobile device apps.

Provision of Material by the Participant

1. When you give us Material or you publish Material in a Publication you warrant that:
 - a. you own it or have the right to use and publish it;
 - b. we have the right to use and publish it;
 - c. it does not breach any law or any other person's rights;
 - d. it is accurate, complete and free from error
 - e. you can legally represent the individual, entity, product or service in the Material;
 - f. you agree to these Terms and Conditions and will pay our rates.
2. You must give us all Material by the Material deadline that

- we set.
3. If we do not receive your Material by the Material deadline, we will consider that you have cancelled the Advertising. We will charge you a Cancellation Fee in accordance with Clause 7.3.
4. If we accept Material after the Material deadline you cannot cancel it, or stop us from publishing it.
5. If you want to cancel your Advertising, you must tell us in writing. We can refuse to cancel it and will not cancel it if the Publication has gone to press. If we agree to cancel it, you must pay us a Cancellation Fee in accordance with Clause 7.3.
6. If we resell your Advertising space at full price we will only charge you the Administration Fee in accordance with Clause 7.2. If we sell your Advertising space at a loss in order to fill the space, we will charge you the difference between the full price and the lesser sale price.
7. All Material you give us must meet our technical and other requirements. If it does not, you must re-supply it or, if you require us to modify it, we will give you a quotation for production fees that we will charge you and not proceed until you have accepted that quote.
8. We are not liable for any loss or damage to the Material. We are also not responsible for returning Material to you.

Pricing

9. Our prices are listed on the Sponsorship Prospectus and Event Manual.
10. If you do not pay us the full amount by the due date in the Schedule, we may remove your Material from the Publication.

Publishing Material

11. We may, at our discretion:
 - a. refuse to publish Material;
 - b. remove Material from a Publication without telling you;
 - c. choose where to place Material in a Publication.
12. You must complete your own directory entry on the relevant exhibition website.

Liability

13. We will take every care to include the Material in the Publication, but we are not liable for any loss if it is not included.
14. If we refuse to publish Material, or remove Material from a Publication without telling you, or due to our act or omission the Material is not published, we are only liable to refund you the maximum amount you paid us to publish it.
15. You indemnify us for all claims against us and any loss or damage to us from publishing the Material because of:
 - a. any breach by you of your warranty in Clause 4;
 - b. any allegation that we have breached third-party intellectual property;
 - c. any other liability we may be exposed to.

Annexure B – Sponsorship Participants

Sponsorship

1. The Sponsorship fee, set out in the Sponsorship Prospectus and Event Manual, is payable on the signing of this Agreement in order for the Company to undertake the Sponsored Activity.

Supply of Services by the Company

2. The Company will:
 - a. carry out the Sponsored Activity strictly in accordance with this Agreement;
 - b. use the Sponsorship Fee only for the purposes of carrying out the Sponsored Activity;
 - c. acknowledge the Sponsor of the Sponsored Activity whenever reasonable including in printed material distributed by us in relation to the Sponsored Activity or other Event within which the Sponsored Activity takes place;
 - d. refund to you that part of the Sponsorship Amount relating to Sponsorship Activity which we fail to perform, if any.
3. If you are bound by any industry Code of Conduct ('Code'), you are to notify the Company at the time of signing this Agreement and then to the extent that the Code is related to or in any way connected with the Sponsored Activity, the Company will comply with the Code and not do or omit to do anything which may cause the Sponsor to breach the Code.

Intellectual Property Rights

4. We may ask you to supply us with a copy of your trademarks, service marks, symbols and logos ('IP') so that we may use the IP in materials related to the Sponsored Activity. The Sponsor may refuse our request in its absolute discretion. If the Sponsor agrees to our request then:
 - a. you grant the Company a licence for the use of the IP or any part of it, only to the extent necessary, enabling us to perform our obligations under this Agreement;
 - b. our right to use the Sponsor's IP is limited to use exclusively in relation to the Sponsored Activity.
5. The Company will:
 - a. not do or omit to do anything that might jeopardise the validity of any of the Sponsor's IP; and
 - b. promptly notify the Sponsor of any unauthorised use of any of the IP of which we become aware.
6. Any intellectual property the Company creates in relation to the Sponsored Activity belongs to the Company unless otherwise agreed in writing.
7. The Sponsor must clearly identify any of its IP that the Company holds together with any restrictions upon its use before it is utilised during the Sponsored Activity.