

**"A"**

**This is annexure "A" to the Exhibitor Application  
completed and submitted by or on behalf of the Exhibitor**



## **EXHIBITOR AGREEMENT**

**Associated Advertising & Promotions Pty Ltd  
(ABN 13 085 798 750)**

*as agent for and on behalf of National Mediation Conferences Ltd (ABN 46 092 175 990)*

**and**

**The Exhibitor identified in the Exhibitor Application to which  
this Agreement forms annexure "A".**

**PARTIES:**

**ASSOCIATED ADVERTISING & PROMOTIONS PTY LTD** (ABN 13 085 798 750) of Suite 16, first floor, 24 Cavenagh Street Darwin ("**AAP Events**", "**We**", "**Us**") as agent for and on behalf of the Host

and

**THE EXHIBITOR IDENTIFIED IN THE EXHIBITOR APPLICATION, OF WHICH THIS AGREEMENT COMPRISES ANNEXURE "A" ("Exhibitor")**

**BACKGROUND:**

The Exhibitor wishes to exhibit its products or services at the Event on the terms and conditions contained in this Agreement, and, in response to the Exhibition Prospectus, has submitted an Exhibitor Application to Us.

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

**1.1 Definitions**

Where used in this Agreement the following expressions have the following respective meanings:

<b>Expression</b>	<b>Meaning</b>
<b>Agreement</b>	This document, any annexures or other documents incorporated by reference, including the Exhibition Prospectus and the Exhibitor Application.
<b>Confidential Information</b>	Information pertaining to the subject matter of this Agreement, a party’s employees, agents and contractors, a party’s customers or suppliers, a party’s finances, business and marketing plans, transactions and activities, a party’s products and/or services and a party’s Intellectual Property. The expression includes information no matter how or when it is received and whether the information is marked or labelled “confidential”, “secret” or otherwise.
<b>Event</b>	The conference or event identified in the Exhibition Prospectus and the Exhibitor Application.
<b>Exhibition</b>	The Exhibitor's exhibition stand, booth, stall or other promotional structure or presence at the Event.

<b>Exhibition Fee</b>	The sum(s) of money that the Exhibitor must to pay under this Agreement, as specified in the Exhibition Prospectus.
<b>Exhibition Manual</b>	The document, if any, that We provide to the Exhibitor, setting out rules and requirements for the Exhibition and other related matters.
<b>Exhibition Materials</b>	All things and materials that the Exhibitor and/or its contractors bring onto the Venue premises for the purposes of the Exhibition and includes (without limitation) all structural and build-materials, tools, equipment, products, promotional gifts, promotional materials, displays, banners, advertisements, images and videos, interactive presentations and sound or image broadcasts.
<b>Exhibitor Application</b>	The form entitled "Exhibitor Application" completed and submitted to Us, of which this Agreement comprises Annexure "A".
<b>Exhibitor Entitlements</b>	The benefits to be provided in exchange for the Exhibition Fee under this Agreement as specified in the Exhibition Prospectus.
<b>Exhibition Prospectus</b>	The document inviting exhibitors to participate in the Event, in response to which the Exhibitor has submitted its Exhibitor Application.
<b>Host</b>	The person, company or organisation that has engaged Us to provide event-management services as its agent in connection with the Event, as specified in the Exhibition Prospectus.
<b>Insolvency Event</b>	Any form of administration in insolvency including bankruptcy, liquidation, receivership or voluntary administration, compromise with creditors, ceasing to trade or being unable to pay debts as they fall due.
<b>Intellectual Property</b>	All forms of intellectual property throughout the world including patents, petty patents, innovation patents, patentable inventions, know-how, trade marks (whether registered or unregistered), copyright, registered and registrable designs, circuit layout rights, plant variety rights, applications for registration of any of the foregoing and rights to apply for registration of any of the foregoing, and whether existing under statute or common law or otherwise.
<b>Relevant Persons</b>	All officers, employees, agents, contractors and guests of the Exhibitor.
<b>Venue</b>	The primary venue for the Event as specified in the Exhibition Prospectus and the Exhibitor Application.
<b>Venue Rules</b>	All rules applicable to the installation, presentation, presence, removal and use of the Exhibition and Exhibition Materials and to the conduct and attire of exhibitors, attendees and Relevant Persons and includes all directions made from time to time by staff of the Venue operator, or its authorised contractors.

## 1.2 Interpretation

The following rules apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply:

- (a) Headings and catchwords are for convenience only, and do not affect interpretation;
- (b) A reference to:
  - (i) a party to this Agreement or to any other document or agreement includes a successor, permitted substitute or a permitted assign of that party;
  - (ii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
  - (iii) conduct includes any omission, representation, statement or undertaking, whether or not in writing;
  - (iv) anything (including a right, obligation or concept) includes each part of it; and
  - (v) except as otherwise provided, a reference to a period of time (including without limitation, a year, a month and a day) is to a calendar period;
- (c) A singular word includes the plural, and vice versa;
- (d) A word which suggests one gender includes the other gender;
- (e) If a word is defined, another part of speech has a corresponding meaning;
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (g) Specifying anything in this document after the words including or includes or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (h) A reference to dollars or \$ is to an amount in Australian currency unless otherwise specified;
- (i) Interpretation of any covenant clause or word mentioned herein shall not be restricted by reference to any other covenant clause or word mentioned herein or by the juxtaposition of the same; and
- (j) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and no discussion or correspondence referring to that subject matter shall be binding unless incorporated in this document.

## **2. CAPACITY**

### **2.1 AAP Events is agent for the Host**

The Exhibitor acknowledges and agrees that We enter into this Agreement in Our capacity as agent for and on behalf of the Host. All of Our obligations, rights and remedies under this Agreement are obligations, rights and remedies of the Host. To the extent that this Agreement confers a benefit, right or remedy on the Host, it is intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy.

### **2.2 Relevant Persons**

The Exhibitor acknowledges and agrees that it enters into this Agreement for itself and as duly authorised agent for all Relevant Persons. In addition, the Exhibitor must ensure that all Relevant Persons comply with this Agreement in all respects.

## **3. EXHIBITION PROSPECTUS AND EXHIBITOR APPLICATION**

### **3.1 This Agreement applies if We accept the Exhibitor Application**

This Agreement applies if and commences when We accept the Exhibitor Application submitted to Us. We may reject the Exhibitor Application for any reason We deem fit, including insufficient Venue space for the proposed Exhibition and/or that any limit on the number Exhibitors of a particular classification or level has been reached. We will notify the Exhibitor if We reject the Exhibitor Application for any reason and We will immediately refund any monies paid to Us, in full.

### **3.2 Exhibitor's warranty re Exhibition Prospectus and Exhibitor Application**

The Exhibitor warrants, acknowledges and agrees that:

- (a) the Exhibitor has received and read the Exhibition Prospectus and the Exhibition Manual thoroughly;
- (b) the information provided by the Exhibitor in the Exhibitor Application is true and correct in all respects; and
- (c) the Exhibitor is not aware of any fact or circumstance, whether actual or potential, that would cause the Exhibitor to breach any of the provisions of this Agreement, or that may entitle Us to terminate it.

## **4. EXHIBITOR ENTITLEMENTS**

### **4.1 Provision of the Exhibitor Entitlements**

The Exhibitor will be provided with the Exhibitor Entitlements:

- (a) subject to the Exhibitor's compliance with, and on the terms and conditions of, this Agreement and the Exhibition Manual;

- (b) as specified in the Exhibition Prospectus and the Exhibitor Application;
- (c) subject to the completion of any milestones or pre-requisites as provided in the Exhibition Prospectus and the Exhibition Manual; and
- (d) subject to the Exhibitor's compliance with, and in accordance with, the Venue Rules.

#### **4.2 Exhibitor Entitlements not exclusive**

Unless expressly specified to the contrary in the Exhibition Prospectus and the Exhibitor Application, this Agreement and the Exhibitor Entitlements are not exclusive to the Exhibitor in any respect and We may engage other exhibitors and sponsors for the Event, including exhibitors and sponsors whose products or services may compete with those of the Exhibitor.

#### **4.3 Inconsistency**

In the event of any inconsistency between this Agreement, the Exhibitor Application, the Exhibition Prospectus and/or any Exhibition Manual, the provisions of this Agreement prevail to the extent of the inconsistency.

### **5. VENUE RULES**

#### **5.1 Exhibitor Entitlements subject to Venue Rules**

The Exhibitor:

- (a) agrees that provision of the Exhibitor Entitlements is subject to, and to the Exhibitor's compliance with, the Venue Rules;
- (b) warrant that that, if the Exhibitor commences delivery to or construction of the Exhibition at, the Venue, the Exhibitor has received a copy of the Venue Rules, or otherwise accessed them, and have thoroughly acquainted itself, its staff, contractors and all Relevant Persons with their requirements and, where necessary, have given a copy of the Venue Rules to them;
- (c) must at all times comply with the Venue Rules and must ensure and procure that its employees and contractors and all Relevant Persons comply with them;
- (d) must comply, and must ensure and procure that its employees and contractors and all Relevant Persons comply, with any directions given by Venue staff or any authorised contractor of the operator of the Venue;
- (e) must notify Us immediately in writing and provide such information as We require, if the Exhibitor become aware of any breach of the Venue Rules; and
- (f) if We ascertain that any Exhibitor Entitlement cannot be provided because of, or is inconsistent with, the Venue Rules, We will consult with the Exhibitor and make reasonable endeavours to agree on a "work-around".

## **6. CERTAIN PROMISES CONCERNING THE EVENT ARE EXCLUDED**

### **6.1 No warranty re success of the Event**

The Exhibitor acknowledges and agrees that neither We nor the Host make, or have made, any binding warranty, promise, representation or prediction concerning:

- (a) the number and types of the businesses, products or services that will be exhibited or otherwise promoted at the Event;
- (b) the number of persons who shall attend the Event, their seniority or status, or the nature of the businesses they may represent; and/or
- (c) the number or value of sales leads that the Exhibitor may obtain as a result of its Exhibition.

Any predictions We or the Host may make or have made concerning the Event, or information or statistics that We or the Host may provide or have provided concerning previous events, are/were provided in good faith, but they are not binding upon Us. The Exhibitor acknowledges and agrees that it has not relied and does not rely on such predictions, statistics or information to determine whether to enter into this Agreement.

### **6.2 No warranty that Event will proceed without variation or cancellation**

The Exhibitor acknowledges and agrees that the Event is subject to variation as provided in clause 13 and neither We nor the Host make or have made any binding warranty, promise or representation that:

- (a) the Event will proceed on the date(s) or at the Venue proposed in the Exhibition Prospectus, or at all;
- (b) the Event will proceed as a "face-to-face" event. It may be necessary or desirable for the Event to be converted to a "virtual", or on-line event, whether in whole or part; and/or
- (c) the Event programme will proceed as planned or that the speakers, entertainers or other participants will be available or as programmed.

## **7. EXHIBITION FEES**

### **7.1 Payment of the Exhibition Fees**

The Exhibitor must pay the Exhibition Fees and any applicable GST in the amount specified in the Exhibition Prospectus.

### **7.2 When payment is required**

The Exhibitor must pay the Exhibition Fees and GST in full:

- (a) within 14 days of the date of a tax invoice submitted by the Host or Us; or

- (b) before the Exhibitor brings (or causes to be brought) any Exhibition Materials or other property on or into the Venue,

whichever is earlier.

## **8. GST**

### **8.1 Exhibitor must pay GST**

Exhibition Fees and other payments under this Agreement and in the Exhibition Prospectus and the Exhibitor Application are expressed exclusive of GST unless otherwise specified. The Exhibitor must pay, in addition to the Exhibition Fees and any other payments required under this Agreement and at the same time as those payments are made, the sum calculated as the GST on those payments.

## **9. ADDITIONAL OBLIGATIONS OF EXHIBITOR**

### **9.1 Access, removal and construction of Exhibition**

The Exhibitor agrees that:

- (a) the Exhibitor, and any contractor it engages, must access the Venue at such times and dates as We may notify, to bring Exhibition Materials into the Venue and construct the Exhibition. The Exhibitor must ensure that the Exhibition is completed and ready for the Event by the time and date We notify. Construction work during the Event will not be permitted. If We, acting reasonably, consider that the construction of the Exhibition will not be complete by the date We notify under this paragraph (a), We may exercise Our rights under clause 14;
- (b) the Exhibitor must construct or, if the Exhibitor engages contractors, ensure that such Contractors construct and install the Exhibition so as to comply with the warranties in clause 10.2; and
- (c) on conclusion of the Event, by the date and time We notify, the Exhibitor must ensure that the Exhibition is dismantled and that it and all Materials are removed from the Venue and that the space occupied by the Exhibition is returned to the same state that it was in before the Exhibition was installed and that all rubbish is removed.

### **9.2 Exhibition and Exhibition Materials are at Exhibitor's risk**

The Exhibition, Exhibition Materials and all other property that is brought onto the Venue whether by the Exhibitor or by its contractors or any Relevant Person, are at the Exhibitor's sole risk and the Exhibitor is solely responsible for its care and security. Neither We nor the Host is liable for any loss of or damage to the Exhibition, the Exhibition Materials or any other property, howsoever caused.



### **9.3 Exhibitor's conduct (and conduct of Relevant Persons) at the Event**

At all relevant times the Exhibitor must (and must also ensure that Relevant Persons also comply with the following):

- (a) comply with the Venue Rules and all lawful directions of Venue staff;
- (b) conduct itself in a reasonable, respectful, considerate and lawful manner;
- (c) be attired in a manner that is appropriate to the Event and that will not cause offence to any person;
- (d) ensure that all Relevant Persons wear and display identification badges or lanyards provided;
- (e) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (f) if Relevant Persons consume alcohol, they do so reasonably and responsibly, and not so as to become intoxicated;
- (g) not carry, consume or supply unlawful drugs;
- (h) observe "no-smoking" signs and directions;
- (i) not place the safety and health of any person(s) at the Event at risk;
- (j) not cause personal injury to, or defame, any person or damage the property of any person;
- (k) be respectful towards other exhibitors, sponsors, speakers and others and refrain from causing a nuisance or interrupting or disrupting programme content, whether by making noise or otherwise;
- (l) comply with the COVID-19 protocols set out in clause 28; and
- (m) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host and its contractors.

## **10. WARRANTIES**

### **10.1 Warranties by both parties**

Each party warrants that:

- (a) it will not breach any agreement, duty or obligation of any kind by entering into and performing its obligations under this Agreement; and
- (b) it has not suffered, nor been threatened with an Insolvency Event.

## **10.2 Warranties by Exhibitor**

The Exhibitor warrants and agrees that:

- (a) the Exhibitor and all Relevant Persons have received and reviewed the Venue Rules and the Exhibition does not and will not breach the Venue Rules; and
- (b) if the Exhibition is to be constructed by the Exhibitor or its contractors, the Exhibitor and/or those contractors (as the case may be) are, or will be, sufficiently skilled, licensed, qualified and experienced to undertake the works, having regard to their type, construction method, materials, size, scale and location;
- (c) the Exhibition will comply with all in compliance with all applicable laws, industry and building codes, safety rules and guidelines;
- (d) the Exhibition Materials and the Exhibition:
  - (i) and its construction will not create a risk to the health and safety of any person and will not cause personal injury or death to any person;
  - (ii) are or will be constructed or installed to a quality and standard that is equal or better than a reasonable standard in the circumstances,
  - (iii) will not damage the Venue or the property of any other exhibitor, person attending the Event or any other person;
  - (iv) will not damage the reputation of the Event, the Host, Us or the Venue;
  - (v) comply with all applicable laws and any applicable code of conduct or ethics of the Host, of which notice is given to the Exhibitor and/or any Relevant Person;
  - (vi) do not and will not infringe the Intellectual Property, contractual, confidentiality, privacy or other legal rights of any person;
  - (vii) are not and will not be misleading or deceptive in any respect, or contain any misrepresentation of any kind;
  - (viii) are not and will not be derogatory or defamatory of any person, organisation or product of any kind; and
  - (ix) are not and will not be likely to be considered by a reasonable person to be offensive or otherwise inappropriate for display at the Event.

## **10.3 Breach of Exhibitor warranties**

If the Exhibitor breaches any of the warranties contained in this clause 10, We may exercise Our rights under clause 14, or, if We request, the Exhibitor must modify the Exhibitor and/or its Exhibition Materials so as to comply with the warranties contained in this clause 10.

## **11. EXHIBITOR TO PROVIDE PARTICULARS OF EXHIBITION MATERIALS AND INFORMATION**

### **11.1 Exhibitor to provide information on request**

The Exhibitor must, when requested by Us or the Venue-operator, promptly provide particulars of all Exhibition Materials and any information concerning the Exhibition or its construction. Neither We nor the Host will be liable for any delay in or failure to provide Exhibitor Entitlements if the Exhibitor does not comply with this clause.

## **12. CANCELLATION OF EVENT**

### **12.1 Acknowledgement by Exhibitor**

The Exhibitor acknowledges and agrees that the Event may be cancelled (or converted to a fully "virtual", or on-line event) at any time to time for any reason, including but not limited to circumstances beyond the Host's or Our control or the control of the operator of the Venue.

### **12.2 Host and AAP Events not liable if Event cancelled**

Subject to clause 12.4, the Exhibitor agrees that We and the Host are not liable for any losses, costs or expenses, damage, liability or claim caused to the Exhibitor directly or indirectly by cancellation of the Event for any reason whatsoever.

### **12.3 Postponed Event; different venue or conversion to partly virtual Event**

If We or the Host determine to hold the Event at a date after the date proposed for the Event noted in the Exhibition Prospectus, to convene is at a different venue, or to convert it to a partly "virtual", or on-line event, the Event is deemed not to have been cancelled and clause 13 applies.

### **12.4 Consequences of cancellation of Events**

If the Event is cancelled (but not postponed), or converted to a fully "virtual", or on-line event:

- (a) We must promptly notify the Exhibitor;
- (b) all Exhibition Fees received will be refunded to the Exhibitor in full.

## **13. VARIATION AND POSTPONEMENT OF EVENT**

### **13.1 We/Host may vary Event**

The Exhibitor acknowledges and agrees that the Event is subject to variation by Us and/or the Host at any time and from time to time, subject to this clause 13, without liability to the Exhibitor or any Relevant Person, including but not limited to changes to:

- (a) the primary venue or the location of the Event or components of the Event within the

- venue;
- (b) the date(s) of the Event;
- (c) programme content, its order or session times;
- (d) the method of delivery of the Event and We may convert it to a partly "virtual" or on-line event;
- (e) the speakers, entertainers and other presenters;
- (f) the social programme and any venue for dinners and other social events.

If (and only if) the Event is postponed or moved to a different primary venue, reasonable endeavours will be made to give the Exhibitor notice (in this clause 13, a "Variation Notice") and this clause 13 applies. In all other cases, details of material changes will be posted to the Event Website. The Exhibitor is responsible for checking for such notifications/alerts prior to the Event.

### **13.2 Consequences of postponement or change of primary venue**

On receipt of a Variation Notice concerning postponement of the Event or change of primary venue, at the Exhibitor's option, the Exhibitor may:

- (a) within 14 days, notify Us in writing (in accordance with clause 24) that the Exhibitor cannot, or does not wish to, participate as an Exhibitor of the Event as varied, in which case, subject to proof of purchase, a refund of monies actually received is the Exhibitor's sole entitlement and neither We nor the Host will be liable for losses of any kind that the Exhibitor or any Relevant Person incurs as a consequence of such postponement, including but not limited to transportation or accommodation costs, and costs of design and construction of the Exhibition; or
- (b) notify Us that the Exhibitor wishes to exhibit at the Event on its new (postponed) date(s) and/or at its new venue, in which case, the monies paid by the Exhibitor will be retained.

**Important:** If, within 14 days of the date of the Variation Notice, We do not receive a notice under paragraph (a) of this subclause, the Exhibitor is deemed to have accepted the variation of the Event at its new (postponed) date(s) and/or venue, on these terms and conditions and the Exhibition Fees paid by the Exhibitor will be retained as payment for participation as an exhibitor at the Event, as varied.

## **14. OUR RIGHTS TO SUSPEND, REQUIRE "TAKE DOWN" AND REFUSE ENTRY**

### **14.1 Our rights**

If We or the Host, acting reasonably, consider that there is any reasonable cause, or if We consider that the Exhibitor (including by the actions or omissions of any Relevant Person) is in breach of this Agreement in any material respect, including if the Exhibition Fees, or any part of the Exhibition Fees are not paid in full by the date(s) specified in the Exhibition

Prospectus, We may:

- (a) suspend provision of the Exhibitor Entitlements; and/or
- (b) refuse the Exhibitor, its contractors, Exhibition Materials and Relevant Persons from access or entry into the Venue, or eject any of the foregoing from the Venue,
- (c) require the Exhibitor to dismantle and remove the Exhibition from the Venue and if the Exhibitor does not comply with a direction given under this paragraph (c), We may dismantle and remove the Exhibition and all Exhibition Materials from the Venue and store and retain that property, by way of lien, at the risk and cost of the Exhibitor, until the Exhibitor pays Us Our costs of so doing and any other losses We incur; and
- (d) recover all costs of exercising Our rights under this clause, including legal costs and disbursements, on a full indemnity basis

The exercise of this remedy is not Our exclusive remedy and We may exercise any other remedy available to Us under this Agreement or under the law.

## **15. TERMINATION OF THIS AGREEMENT**

### **15.1 Termination for cause**

A party to this Agreement (the "Terminating Party") may, at its option, by written notice to the other party, terminate this Agreement with immediate effect if:

- (a) the other party is subject to an Insolvency Event;
- (b) the other party commits a breach of any term or warranty of this Agreement which is capable of rectification but is not rectified to the reasonable satisfaction of the Terminating Party within fourteen (14) days of the date of a notice by the other party specifying the breach; or
- (c) the other party commits a breach of any term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

### **15.2 Termination where clause 5.1(f) applies**

If clause 5.1(f) applies and the parties are unable to reach written agreement on a "work-around" as provided in that clause, the Exhibitor may terminate this Agreement by written notice to Us, and the Exhibitor will be provided with a refund of all Exhibition Fees actually received by Us/the Host.

### **15.3 Termination for disrepute**

We may terminate this Agreement with immediate effect by written notice to the Exhibitor if the Exhibitor commits an act or omission which, in Our reasonable opinion, has materially damaged or is likely to materially damage Our reputation or that of the Host or the Event.

#### **15.4 Sole rights of termination**

The rights of termination in this clause 15 and otherwise expressly set out in this Agreement are the sole rights of termination exercisable by the parties, but in all other respects the common law rights and remedies of the parties are preserved. For example, on termination of this Agreement for default, a party may exercise its right to claim damages from the defaulting party unless otherwise expressly excluded under this Agreement.

#### **15.5 Consequences of termination**

On termination or expiry of this Agreement by either party for any reason:

- (a) all Exhibitor Entitlements cease;
- (b) excepting only in the case of termination by the Exhibitor under clause 15.1 or under clause 15.2, the Exhibitor must pay all Exhibition Fees;
- (c) the Exhibitor must cease referring to itself as an exhibitor at the Event;
- (d) each party must cease making further use of the Intellectual Property of the other party;
- (e) such termination is without prejudice to any and all rights and remedies which had accrued to the benefit of the parties to the date of termination; and
- (f) all rights and obligations of the parties survive such expiry or termination if they are, by express provision or by reasonable implication, intended to so survive.

### **16. EXHIBITOR'S BREACH MAY CAUSE US LIABILITY TO THIRD PARTIES**

#### **16.1 Losses recoverable by Us**

The Exhibitor acknowledges and agrees that: acknowledges and agrees that:

- (a) the negligence, other tort, breach of statutory duty, or breach of this Agreement or of the Venue Rules by the Exhibitor or any Relevant Person may cause us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We or the Host may have to the Venue operator or other third parties, such as other sponsors, exhibitors, or attendees of, or suppliers to, the Event; and
- (b) any loss or liability We incur to the Venue operator or any other third party, as a direct or indirect consequence of any negligence, other tort, breach of statutory duty, or breach of this Agreement or of the Venue Rules by the Exhibitor or any Relevant Person, is a reasonably foreseeable loss recoverable by Us from the Exhibitor.

## **17. INTELLECTUAL PROPERTY**

### **17.1 No transfer of Intellectual Property**

Nothing in this Agreement constitutes a transfer of any Intellectual Property of a party to the other party. The rights conferred on each party to use the Intellectual Property of the other party rest in contract only. For the avoidance of doubt, all Intellectual Property in works created by a party for the purposes of the Event and the performance of a party's obligations under this Agreement remains the property of the party that created the work.

### **17.2 Licence of Exhibitor's Intellectual Property to Us**

- (a) The Exhibitor grants Us a licence (in this clause 17.2, the "Licence") to use the Exhibitor's Intellectual Property for the sole purposes of providing the Exhibitor Entitlements and otherwise performing Our obligations and exercising Our rights under this Agreement.
- (b) The Licence is:
  - (i) world-wide;
  - (ii) non-exclusive;
  - (iii) transferrable in the case of permitted assignment or novation of this Agreement;
  - (iv) sub-licensable but only for the purposes of engaging any sub-contractor to assist in promoting, organising, staging and holding the Event or to provide the Exhibitor Entitlements; and
  - (v) fee-free.
- (c) The Exhibitor warrants that Our use of the Exhibitor's Intellectual Property under the Licence will not infringe the Intellectual Property rights or other legal rights of any person.

## **18. CONFIDENTIAL INFORMATION**

### **18.1 Non-disclosure and restricted copying**

Subject to clause 18.2, a party must not disclose any Confidential Information to a third party.

### **18.2 Exceptions to non-disclosure**

Notwithstanding the preceding clause, a party may disclose Confidential Information of the other party if the disclosure is:

- (a) legally compelled by a court or other authority of competent jurisdiction;

- (b) made to a legal adviser, patent attorney or other professional adviser to whom a copy of this Agreement is supplied; or
- (c) made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion.

## **19. ANNOUNCEMENTS AND PUBLICATIONS**

### **19.1 Announcements**

The parties agree that:

- (a) We and the Host may make announcements or publish materials at any time, referring to the Exhibitor, the Exhibitor's products and services for the reasonable promotion of the Event; and
- (b) with the sole exception of the reasonable promotion of the Exhibitor's participation in the Event as an exhibitor, the Exhibitor must not make announcements or publish materials referring to Us, the Host or the Event, without Our prior written approval, which approval will not be unreasonably withheld.

## **20. HEALTH AND SAFETY**

### **20.1 Exhibitor Responsible for Health and Safety**

The Exhibitor acknowledges and agrees that the Exhibitor is responsible for ensuring that the Exhibition and the construction, installation, display and removal of the Exhibition and the Exhibition Materials will not place any person at risk of injury or illness. To the extent that any such work includes or comprises a construction project or building works (and unless the Venue Rules provide to the contrary) the Exhibitor agrees that the Exhibitor is the "principal contractor" and must discharge the duties of a principal contractor for the purposes of all work, health and safety laws and obligations.

## **21. INDEMNITY AND RELEASE**

### **21.1 Indemnity and release**

The Exhibitor must indemnify, and hereby release the Host and Us from and against all claims, actions, demands, losses, liability, cost or expenses sustained by the Host and/or Us, including any claims, actions or demands made or brought by the Venue operator, attendees of the Event and other third parties, caused in whole or in part by, or arising in connection with:

- (a) the Exhibitor's breach of this Agreement;
- (b) the Exhibitor's negligence or other tort or that of any Relevant Person;
- (c) breach of the Venue Rules by the Exhibitor or any Relevant Person;
- (d) breach of any other legal duty or obligation by the Exhibitor or any Relevant Person;



- (e) the transportation, construction, installation, display or removal of the Exhibition or the Exhibition Materials by the Exhibitor or any Relevant Person,
- (f) the presence, use or display of Exhibition or the Exhibition Materials;

and for the avoidance of doubt this indemnity applies to:

- (g) claims, actions and demands made on the basis of any cause of action;
- (h) claims, actions and demands for loss of any kind including but not limited to personal injury, loss of or damage to property of any person (including but not limited to the Venue and the Exhibition Materials), loss of the kind referred to in clause 16, infringement of Intellectual Property, damage to reputation, economic loss, indirect loss and consequential losses; and
- (i) legal costs and disbursements on a full indemnity basis.

This indemnity is not Our or the Host's sole remedy for the matters referred to in this clause. We and the Host may, in addition, or in the alternative, pursue any other remedy under this Agreement or under the law.

## **22. INSURANCE**

### **22.1 Exhibitor to hold certain insurances**

The Exhibitor must hold (and must ensure that any contractor engaged by the Exhibitor, for the purposes of the Exhibition, holds), for the duration of this Agreement and for six years after the closure of the Event, the following policies of insurance with reputable insurers, namely:

- (a) public liability and products liability insurance for an amount not less than the sum of \$20,000,000.00;
- (b) to the extent that the Exhibitor's public liability and products liability insurance does not provide such cover, insurance for liability arising from the installation and construction works (including third party liability cover) that will be conducted to build the Exhibition and any Exhibition Materials for an amount not less than the sum of \$20,000,000.00;
- (c) insurance for a prudent and reasonable sum covering liability for breach of this Agreement, but such insurance need not cover any indemnity given to Us/the Host under this Agreement;
- (d) insurance required by law; and
- (e) any other insurance specified in the Venue Rules.

When We request and, in all cases, before accessing the Venue and the commencement of the installation or construction of the Exhibition, the Exhibitor must provide Us and/or the

Venue operator with certificates of currency of such insurance and such other evidence of insurance as We may request.

## **23. LIMITATION OF LIABILITY**

### **23.1 Limitation**

- (a) The Host's and Our total aggregate liability and the liability of the Host's and Our employees, agents and contractors, for breach of this Agreement, for negligence or other tort and any other cause of action will not exceed a sum being the equivalent of the total of the Exhibition Fees.
- (b) The word "*liability*" (in the phrase "total aggregate liability" in paragraph (a)) means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was wilful, negligent or otherwise, whether such liability arose in the Northern Territory or in some other jurisdiction and for any loss (including personal injury), damage or expense (including legal costs and disbursements).
- (c) Where the Host's or Our liability arises in connection with the supply of services under statute (including but not limited to the *Competition and Consumer Act 2010 (Cth)*), then to the extent permissible by law, the Host's and Our liability is limited (at Our option), in aggregate, to supplying those services or Exhibitor Entitlements again, or the cost of supplying those services again.

## **24. ASSIGNMENT AND NOVATION**

### **24.1 Exhibitor not to assign etc**

The Exhibitor must not assign or novate this Agreement without Our prior written consent.

### **24.2 We/Host, may novate or assign**

We/the Host may novate or assign this Agreement:

- (a) to any party nominated by Us or the Host;
- (b) to any substitute conference organiser or event-manager that may be engaged by the Host.

We will give written notice to the Exhibitor and will provide an assignment or novation deed or agreement, which provides, among other things, that:

- (c) the Exhibitor consents to the assignment or novation as the case may be;
- (d) the assignee agrees to comply with and provisions of this Agreement and perform any outstanding obligations under this Agreement; and
- (e) Our further liability, and that of the Host, are released,

and the Exhibitor must duly execute and deliver that document promptly to Us.

## **25. NOTICES**

### **13.1 How given**

Any notice, approvals, request or demand or other communication ("notice") to be given under this Agreement must be in writing and must be delivered by hand (whether by the party or a courier), sent by ordinary or registered mail, or by email. Notices to Us must be sent to the following addresses:

**Mail or hand delivery:** Suite 16, first floor, 24 Cavenagh Street Darwin

**Attention:** Natalie Bell

**Email:** natalie@associatedadvertising.com.au

or such other address that We may notify, in writing, from time to time. Notices to the Exhibitor must be sent to the addresses specified in the Exhibitor Application. A notice may be given by an employee or agent (including a legal advisor) of the party giving the notice.

### **13.2 When served**

A notice given:

- (a) by hand will be served upon delivery;
- (b) by post will be regarded as having been served three (3) days after posting;
- (c) by email is served on the day of transmission in the location of the recipient, unless the sender's machine generates a report that the email was not sent at all or in its entirety. If the email has not been completely transmitted by 5 pm (determined by reference of the time of day at the recipient's address) it will be regarded as having been served on the next business day; and
- (d) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient's address) after such day. For the purposes of this clause, a "business day" is a day other than a Saturday, Sunday or public holiday at the recipient's address.

## **26. GOVERNING LAW AND JURISDICTION**

### **26.1 Northern Territory law and jurisdiction**

This Agreement shall be created, performed, interpreted and enforced in accordance with the laws applicable in the Northern Territory, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that place.

## **27. CONTRACTING OUT OF APPLICABLE STATUTES**

### **27.1 Contracting out of statutes for frustration of contract**

The parties agree that, to the extent that it is legally permissible to contract out of those laws:

- (a) the *Frustrated Contracts Act 1978* (NSW) does not apply to this Agreement;
- (b) the parties intend this clause 27 to regulate their bargain to the exclusion of the provisions for frustrated contracts contained in the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and the *Frustrated Contracts Act 1988* (SA); and
- (c) no other applicable legislation for frustration of contract is to apply to this Agreement.

## **28. COVID-19 SAFETY**

### **28.1 Relevant Persons must not attend the Event in certain circumstances**

A Relevant Person must not attend the Event if he/she:

- (a) has been diagnosed as having COVID-19, is feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue (in this clause, "COVID Symptoms");
- (b) has been in contact, in the 14-day period before the Event, with any person that has tested positive to COVID-19 or has displayed COVID Symptoms; or
- (c) has travelled, in the 14-day period before the Event, to Australia from overseas, to the place of the venue from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID-19.

### **28.2 On entry and while attending**

At entry to and while attending the Event, each Relevant Person must:

- (a) comply with all applicable laws and health directives concerning COVID-19;
- (b) comply with and submit to contact tracing protocols and procedures for COVID-19 safety, including demonstrating that he/she has down-loaded, to a personal mobile device, the COVID-Safe app, and if applicable, submit to temperature testing;
- (c) strictly practise social distancing by ensuring that he/she remains at least 1.5 meters from persons not known to him/her;
- (d) wash his/her hands regularly and use hand-sanitiser made available at the Event; and
- (e) if he/she experiences any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, he/she

must immediately report to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, he/she must comply with that request.

### **28.3 After the Event**

If, after the Event, any individual who represents a Relevant Person is diagnosed with COVID-19, he/she must advise his/her medical practitioner of his/her attendance at this Event. If the medical practitioner considers that the Relevant Person may have become infected before or at the Event, he/she must permit the medical practitioner to notify health authorities and comply with all applicable laws, health orders or government recommendations for the purposes of preventing or reducing the spread of COVID-19.

## **29. FURTHER ASSURANCES**

### **29.1 Parties to do all things necessary**

Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the intent of this Agreement and to the intent of any of the transactions contemplated by this Agreement.

## **SCHEDULE**

### **Host:**

**Name:** NT Cattlemen's Association

**ABN:** 87 055 308 786

**Address:** Suite 9 Level 1, 1 Buffalo Court Darwin NT 0800

### **Sponsor:**

**Name:**

**ABN:**

**Address:**

## EXECUTED AS AN AGREEMENT

Signed by **ASSOCIATED ADVERTISING & PROMOTIONS PTY LTD** as agent for the **Host** by its authorised officer:

.....  
Signature of authorised officer

.....  
Name of authorised officer

.....  
Title of authorised officer

Signed by .....  
(*company name*) in accordance with section 127 of the Corporations Act:

.....  
Signature of director

.....  
Signature of director/secretary\*  
\*delete that which is inapplicable

.....  
Name

.....  
Name