

# Terms & Conditions



## Sponsorship Agreement

- a) Energy Networks Association Limited ACN 106 735 406 T/A Energy Networks Australia, herein referred to as “**ENA**”, proposes to conduct the Event to facilitate information sharing and business networking opportunities for stakeholders in the energy sector.
- b) The Sponsor wishes to sponsor the Event.
- c) This agreement is to be read in conjunction with any applicable Sponsorship Prospectus, and the Sponsorship Package and Schedule (collectively, the **Sponsorship Agreement**).
- d) ENA and the Sponsor enter this Sponsorship Agreement on the following terms.

### 1 Definitions

In this Sponsorship Agreement:

- 1.1 ACL** means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and any other relevant consumer laws within the state of Victoria and the Commonwealth of Australia.
- 1.2 Applicable Laws** means the laws of the state of Victoria and the Commonwealth of Australia.
- 1.3 Business Day** means a day on which banks are open for trading in Victoria, excluding Saturdays, Sundays and public holidays.
- 1.4 Cancellation Date** means the date four months prior to the commencement date of the Event as specified at **Schedule Item 5**.
- 1.5 Commencement Date** means the date specified at **Schedule Item 2**.
- 1.6 Confidential Information** means this Sponsorship Agreement and in relation to a Party, all trade secrets, ideas, concepts, know how, knowledge and other information whether in writing or otherwise, relating to any of that Party's employees, products, services, systems, affairs, businesses, or strategies whether owned by or licensed to, or otherwise in possession or control of the Party, which are obtained by the other Party in connection with this Sponsorship Agreement, but excluding any information which is generally and readily available in the public domain, other than by a breach of this Sponsorship Agreement or a breach of confidence.
- 1.7 Confirmed Sponsorship** means a sponsorship where a Sponsor has:
  - a) submitted a Sponsorship Application to become an Event sponsor for a specific Sponsorship Package/s; and
  - b) this application is received and approved by ENA; and
  - c) payment of the Sponsorship Fee is received by ENA within payment terms.
- 1.8 Control** has the same meaning as in section 50AA of the *Corporations Act 2001 (Cth)*.
- 1.9 Delegate** means an individual described in the Delegate Terms & Conditions.
- 1.10 Delegate Terms & Conditions** means the terms & conditions available via the link specified at **Schedule Item 9**.
- 1.11 Event** means the event as specified at **Schedule Item 1**.
- 1.12 Exhibitor** means an entity or entities as described in the Exhibitor Terms & Conditions.
- 1.13 Exhibitor Terms & Conditions** means the terms & conditions available via the link specified at **Schedule Item 7**.
- 1.14 Force Majeure** has the meaning given in clause 13.
- 1.15 Intellectual Property Rights** means copyright, future copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents and patent rights), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields.
- 1.16 Invoice** means a tax invoice issued by ENA to the Sponsor which specifies the Sponsorship Fee, or part thereof, payable by the Sponsor to ENA for the Event.
- 1.17 Parties** means Energy Networks Australia and a Sponsor who obtained a Confirmed Sponsorship.
- 1.18 Related Bodies Corporate** has the meaning provided to it in the *Corporations Act 2001 (Cth)*.
- 1.19 Sponsor** means the entity who applied to ENA to provide sponsorship funding for the Event in return for benefits as stated in the Sponsorship Package and a reference to the Sponsor throughout this Sponsorship Agreement, once the Sponsor has obtained a Confirmed Sponsorship, shall mean such Sponsor.

- 1.20 **Sponsorship Application** means the completion of the process as specified in clause 3.
- 1.21 **Sponsorship Fee** means the relevant amount payable by the Sponsor to ENA to obtain Confirmed Sponsorship of the Sponsorship Package as may be specified in the Sponsorship Prospectus or as otherwise agreed in writing with ENA.
- 1.22 **Sponsorship Package** means the applicable sponsorship benefits defined in the Sponsorship Prospectus.
- 1.23 **Sponsorship Prospectus** means the prospectus available at the weblink as specified at **Schedule Item 4**, as amended from time-to-time.
- 1.24 **Venue** means the as specified at **Schedule Item 3**.

## 2 Interpretation

- 2.1 In the Sponsorship Agreement, unless the context otherwise requires:
  - a) headings are for convenience only and do not affect interpretation;
  - d) the singular includes the plural and vice versa;
  - e) a gender includes every gender;
  - f) a reference to a party, clause, schedule or annexure is a reference to a party and annexure to and a clause and schedule of, this Sponsorship Agreement and a reference to this Sponsorship Agreement includes any schedule and annexure;
  - g) a reference to the date of any termination is a reference to the date of the expiry of any period of notice of termination and a reference to termination is a reference to the termination of the Sponsorship Agreement;
  - h) mentioning anything after includes or including does not limit what else might be included;
  - i) a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
  - j) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
  - k) a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
  - l) if the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the preceding Business Day; and
  - m) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Sponsorship Agreement;
  - n) a reference to dollars or \$ is to Australian currency; and
  - o) all references to time are as specified at **Schedule Item 6**.

## 3 Sponsorship Application

- 3.1 Applications are handled in accordance with this Sponsorship Agreement.
- 3.2 All Sponsors are required to lodge their request for purchase of a Sponsorship Package with ENA using the sponsorship application link as specified at **Schedule Item 8**.
- 3.3 Following receipt of an application, ENA will assess the application and determine whether the Sponsor is approved for the Event. If the application is approved, ENA will allocate the Sponsorship Package and offer it to the Sponsor.
- 3.4 ENA shall issue the applying sponsor with an Invoice for the Sponsorship Fee, or part thereof.
- 3.5 The Sponsor accepts the offer by payment of the Invoice, within the payment terms.
- 3.6 On receipt by ENA of the Invoice payment by the Sponsor, within the payment terms, the Sponsor will hold the Confirmed Sponsorship Package for the Event.
- 3.7 The Sponsor is required to pay the Sponsorship Fee as set out under clause 5.
- 3.8 ENA reserves the right to accept or reject an application by a Sponsor in its sole discretion.
- 3.9 Applications will only be accepted from the applying Sponsor itself and ENA reserves the right to reject any application from any agent purportedly acting on behalf of a sponsor unless otherwise agreed in writing between the parties or with the prior written consent of ENA.
- 3.10 ENA retains the express right to reject any application that it deems inappropriate or unsuitable in its sole discretion, and the Sponsor agrees and accepts that the decision of ENA is final and not subject to challenge or review.
- 3.11 ENA is not required to provide reasons for any decisions it makes under this clause.
- 3.12 In the event that ENA refuses approval to a Sponsor, this Sponsorship Agreement shall cease and become null and void.

## 4 Sponsorship options

- 4.1 Sponsors may apply for single or multiple Sponsorship Packages.
- 4.2 Should the Sponsor be interested in a sponsoring arrangement not listed within the Sponsorship Prospectus, the Sponsor may contact ENA to discuss options.
- 4.3 ENA may offer alternative Sponsorship Packages under this clause in its absolute discretion.

## 5 Sponsorship Fees

- 5.1 The Sponsor agrees to make the payments in accordance with this Sponsorship Agreement.
- 5.2 The Sponsorship Fee may be provided in the Sponsorship Prospectus, or as otherwise agreed in writing with ENA prior to the Sponsor obtaining the Confirmed Sponsorship.

- 5.3** ENA may change the Sponsorship Fee as set out in the Sponsorship Prospectus from time-to-time, without prior notice but only prior to acceptance of the Invoice pursuant to clause 3.5.
- 5.4** On issuing an offer to the approved Sponsor, ENA will issue an Invoice equal to 50% of the Sponsorship Fee (**Offer Invoice**), and;
- a)** terms of payment for the Offer Invoice are strictly thirty (30) days from the date of the Offer Invoice;
  - b)** the Sponsorship Package is not secured until full payment of the Offer Invoice is received by ENA; and
  - c)** where full payment of the Offer Invoice is not received by ENA within the payment terms, ENA will have the right, at its discretion, to cancel the Sponsorship Package and attempt to resell it.
- 5.5** On notification of Confirmed Sponsorship, ENA will issue an Invoice equal to balance due of the Sponsorship Fee (**Confirmation Invoice**), and.
- a)** the due date for payment of the Confirmation Invoice is strictly four (4) months prior to the Commencement Date.
  - b)** where full payment of the Confirmation Invoice is not received by ENA by the due date for payment, ENA will have the right, at its discretion, to cancel the Sponsorship Package and attempt to resell it.
- 5.6** The terms of payment on an Invoice may only be altered as agreed in writing by ENA.
- 5.7** The Sponsorship Fee does not include Delegate registrations or access to Delegate lists unless expressly stated as a benefit in the Sponsorship Prospectus.

## 6 Sponsor Materials and Collateral

- 6.1** The Sponsor must provide all collateral and materials to ENA, within ten (10) days of obtaining a Confirmed Sponsorship, and in the format specified by ENA. Collateral includes, but is not limited to:
- a)** the Sponsor's logo
  - b)** contact details,
  - c)** organisation details (including ABN), and
  - d)** other details as required (e.g. trademarks etc.)
- 6.2** All Sponsorship materials must be submitted to ENA as directed by ENA.
- 6.3** ENA has the right to use the collateral and materials provided by the Sponsor in relation to the Event (including promotion of the Event) and may, in its sole discretion, limit the number of colours used in the printing of Sponsor supplied collateral and materials, including logos.
- 6.4** The Sponsor must comply with any brand guidelines or other reasonable directions provided by ENA when providing Sponsor related materials and collateral.

## 7 Sponsor obligations

- 7.1** The Sponsor agrees and warrants to observe and be bound by all the requirements and obligations set out in this Sponsorship Agreement for the conduct of the Event.
- 7.2** The Sponsor must not exercise the rights granted under this Sponsorship Agreement in a manner that may damage the good name, goodwill, reputation and image of ENA or the Event, and the Sponsor must act in compliance with all Applicable Laws, regulations and industry standards.
- 7.3** Only the Sponsor may exercise the rights granted to it under this Sponsorship Agreement. For the avoidance of doubt, such rights may not be exercised by any Related Bodies Corporate, agent or contractor of the Sponsor without the prior written consent of ENA.
- 7.4** The Sponsor warrants that it is, and will be, truthful and accurate in all respects and act in compliance with all Applicable Laws (including the provisions of the ACL).
- 7.5** The Sponsor agrees to comply with the Sponsorship Agreement at all times.

## 8 Assignment and change of control

- 8.1** The Sponsor must not subcontract, assign, apportion or otherwise transfer any rights obtained under this Sponsorship Agreement, nor represent, advertise or distribute literature or materials for the products or services of any other entity, without the prior written consent of ENA.
- 8.2** The Sponsor must seek ENA's prior written consent to any change in Control of the Sponsor.
- 8.3** Subject to clause 8.4, the parties agree to act in good faith and cooperate in executing a deed of assignment or novation (as appropriate) in circumstances where either party undergoes a corporate restructure or is otherwise involved in a transaction affecting the legal personality or Control of such party.
- 8.4** Consent under this clause may be granted or withheld in ENA's absolute discretion.

## 9 Breach of Sponsorship Agreement

- 9.1** Any breach of the Sponsorship Agreement will result in ENA taking whatever action it considers appropriate against the Sponsor including, but not limited to, prohibiting in whole or in part or rejecting the Sponsor, its servants, agents, contractors or employees from participating in the Event.
- 9.2** If the Sponsor fails to comply with this Sponsorship Agreement:
- a)** the Sponsor acknowledges and agrees that it will forfeit all payments made to ENA under this Sponsorship Agreement.
  - b)** the Sponsor may be liable in damages for any additional loss incurred by ENA; and
  - c)** ENA may immediately terminate this Sponsorship Agreement by notice in writing in which event the Sponsor will immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise any Sponsor owned content in relation to the Event.

- 9.3** The Sponsor agrees to pay interest to ENA at the rate of 10% per annum, calculated daily, as a liquidated debt for all monies overdue and unpaid during the period of the default in the event that the Sponsor defaults in payment of any money due under the Sponsorship Agreement.
- 9.4** The Sponsor agrees to pay ENA any expenses reasonably incurred by ENA in enforcing its rights against the Sponsor under the Sponsorship Agreement, including but not limited to legal expenses.
- 9.5** On termination of this Sponsorship Agreement by either Party for any reason, the Sponsor continues to be responsible for any liabilities under the Sponsorship Agreement incurred before termination.
- 9.6** Subject to the above subclauses, ENA reserves its rights in their entirety.
- 9.7** Any breach of the Sponsorship Agreement by any employee, contractor, licensee or invitee of the Sponsor constitutes a breach of the Sponsorship Agreement by the Sponsor.

## 10 Event Cancellation by ENA

- 10.1** ENA reserves the right to cancel the Event if any of the following occur:
- a) insufficient registrations to the Event,
  - b) Insufficient sponsorships received,
  - c) Insufficient exhibition packages purchased, or
  - d) for any other reasonable grounds (including Force Majeure), as determined by ENA in its sole and absolute discretion.
  - e) In the event of such occurrence, ENA undertakes to provide the Sponsor with notice of the cancellation as soon as is reasonably practicable.
- 10.2** If the Event is cancelled in accordance with clause 10.1, subject to Applicable Laws, the maximum liability of ENA is limited to a refund calculated as follows:
- a) the total Sponsorship Fee paid by the Sponsor at the date of cancellation,
  - b) minus the value of any sponsorship rights received by the Sponsor prior to the date of cancellation, and
  - c) minus an administration fee of 20% of the Sponsorship Package up to a maximum of \$1,000.
  - d) The refund shall be paid by ENA within thirty (30) days of notice by ENA to the Sponsor that it has cancelled the Event.
- 10.3** To the fullest extent permissible under law and subject to clause 10.2, ENA will not be liable for any damage, loss or additional costs incurred by the Sponsor arising out of the cancellation for any reason (including Force Majeure) including but not limited to travel costs, hotel costs, or any other costs or expenses whatsoever.

## 11 Cancellation by Sponsor

- 11.1** If the Sponsor wishes to cancel a Confirmed Sponsorship, ENA requires a notice or requested cancellation to be received in writing on or before 5.00pm on the Cancellation Date.
- 11.2** If a notice of requested cancellation is received on or before 5.00pm on the Cancellation Date, ENA will use its best endeavours to on-sell the Sponsorship Package, and:
- a) if the Sponsorship Package is on-sold prior to the Cancellation Date, the cancelling sponsor will receive a full refund of the Sponsorship Fee;
  - b) if the Sponsorship Package is partially on-sold prior to the Cancellation Date the cancelling Sponsor may receive a refund of such portion of the Sponsorship Fee corresponding to the pro-rata proportion of the Sponsorship Package that was on sold; or
  - c) if no part of the Sponsorship Package is on-sold prior to the Cancellation Date, then all Sponsorship Fees paid in respect to the Sponsorship Package will be forfeited to ENA.
- 11.3** Failing notification in writing to ENA on or before 5.00pm on the Cancellation Date, ENA will not accept the notice of requested cancellation and ENA may pursue the Sponsor for all loss or damage suffered as a result of the Sponsor's breach of this Sponsorship Agreement.
- 11.4** ENA will agree to a cancellation of the Confirmed Sponsorship at the Sponsor's request if and only if the following conditions are met:
- a) a notice of requested cancellation is received in writing by ENA on or before 5:00pm on the Cancellation Date;
  - b) ENA successfully on-sells the Confirmed Sponsorship; and
  - c) the reason given for the notice of requested cancellation is, in the opinion of ENA, reasonable and well founded as determined by ENA acting in its sole discretion.
- 11.5** All monies retained by ENA under this clause 11 shall be by way of liquidated damages and not by way of penalty, and the Sponsor agrees that such monies retained represents a fair and reasonable pre-estimate of ENA's loss and damage resulting from a cancellation.
- 11.6** Refunds on payments made in accordance with the preceding subclauses shall be processed by ENA not more than 30 days after the Cancellation Date.
- 11.7** The Sponsor agrees not to claim a refund of payments other than in accordance with this clause 11.

## 12 Termination of Registration

- 12.1** The Sponsor may nominate the number of Delegates to attend the Event in accordance with the Sponsorship Package.

**12.2** ENA reserves the right in its absolute discretion to deny entry and/or terminate the registration of any Delegate, representative of a Sponsor, or other person who demonstrates unacceptable behaviour or acts in a way that ENA considers inappropriate or presents, or may present, a reasonable risk to the health, safety and wellbeing of others.

**12.3** In the event of termination of a registration under clause 12.2 before the Cancellation Date, the Sponsor may nominate an alternate Delegate for consideration of ENA. If the alternate Delegate is acceptable to ENA the alternate Delegate may attend in place of the Delegate whose registration was cancelled. If the alternate Delegate is not acceptable to ENA, ENA may refund the cost of the registration to the Sponsor.

**12.4** In the event of a termination of a registration under clause 12.2 after the Cancellation Date, the cost of the registration will be forfeited by the Sponsor to ENA.

**12.5** ENA will not be liable for any expenses or costs, whether direct or indirect, arising from a termination incurred under this clause 12.

## 13 Force Majeure

**13.1** ENA will not be liable to the Sponsor for any loss suffered, nor be in default under the Sponsorship Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, pandemic (including for the avoidance of doubt, Covid-19 or other pandemic as defined by the World Health Organization), civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of ENA (**Force Majeure Event**), or if the attendance at the Event is adversely impacted by a Force Majeure Event.

**13.2** If the Force Majeure Event continues for more than twenty (20) Business Days, and ENA does not determine to deliver a virtual Event under clause 14.1, either party may elect to terminate this Sponsorship Agreement.

**13.3** In all such circumstances ENA shall be entitled to retain all payments paid by the Sponsor.

## 14 COVID Interruptions

**14.1** Notwithstanding any other clause of this Sponsorship Agreement, the Parties acknowledge and agree that the Event is scheduled to occur amid considerable uncertainty caused by COVID-19. As such, the Parties agree that if an in-person Event is made impossible or impractical by government restrictions or recommendations in relation to relevant travel or quarantine and registered delegates are unable to attend in person, ENA will deliver the Event virtually and by live stream to enable two-way interaction between and in-person and virtual speakers and delegates

## 15 Confidentiality

**15.1** Neither party may disclose any Confidential Information of the other party without obtaining the prior written consent of the other party.

**15.2** A party may only disclose any Confidential Information:

- a) to its employees, officers and agents on a need to know basis provided that they comply with the obligations of this clause;
- b) if required to do so, to the extent that the disclosure is required by law; and
- c) to any professional advisors, provided that they comply with the obligations of this clause.

## 16 Indemnity

**16.1** The Sponsor, to the fullest extent permissible under law, indemnifies, will keep indemnified, and releases ENA, its employees, contractors and agents from and in relation to all actions, suits, proceedings, losses, claims, demands and costs which may be brought against ENA, its employees, contractors and agents by any person, firm or entity for all damage, loss, injury (including death), costs or expenses caused directly or indirectly to or suffered by any person, firm or entity as a result of or arising out of any breach of the Sponsorship Agreement or any actual or alleged default by the Sponsor of the Sponsorship Agreement or resulting directly or indirectly from the Sponsor's sponsorship or participation in the Event including travel to and from the Event.

**16.2** ENA, to the fullest extent permissible under law, will not in any circumstances be liable for any loss, damage or injury which may occur to the Sponsor, its employees, or any third party, or for any damage to property including damage to exhibits, plant, equipment, fixtures, fittings, display stock or other property whatsoever or for any loss of profits suffered however caused.

**16.3** The indemnity contained in clauses 16.1 and 16.2 includes any costs incurred by ENA (including legal costs on a full indemnity solicitor/client basis) in defending any actions, proceedings, claims and demands or being represented at proceedings, inquiries, or inquests.

**16.4** ENA, to the fullest extent permissible under law, will not be liable for damage or loss to Sponsors' property by fire, theft, accident, or any other cause or for any indirect or consequential damages arising from any breach of the Sponsorship Agreement or otherwise relating to or arising from the sponsorship or the Event.

**16.5** To the fullest extent possible under law, the Sponsor indemnifies and holds ENA harmless against any loss, damage, action, demand, expense, claim or obligation of whatever nature which ENA may suffer or incur by reason of or arising out of:

- a) the Sponsor's breach of the provisions of the Sponsorship Agreement or any other terms and conditions imposed by ENA;
- b) the application of the ACL in relation to the Sponsorship Agreement and/or any agreement arising hereunder; and
- c) any other willful misconduct or negligence of the Sponsor or any person for whose conduct the Sponsor is responsible in law.

## 17 Intellectual Property

- 17.1** The Sponsor shall indemnify ENA from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Sponsor for use by ENA or for any breaches of third party Intellectual Property Rights.
- 17.2** The Sponsor must comply with any brand guidelines or other reasonable directions provided by ENA when using ENA's Intellectual Property Rights.
- 17.3** The Sponsor:
- a)** grants to ENA a non-exclusive royalty free license to use any of the Sponsor's Intellectual Property Rights required to be provided to ENA in accordance with clause 6.1 to promote and market the Event;
  - b)** warrants that it owns, is licensed to use and/or is solely entitled to use the Sponsor's Intellectual Property Rights in Australia;
  - c)** indemnifies and will keep indemnified ENA against any claims, demand, suits, loss or damages (including legal costs on a full indemnity basis) to the extent that such actions arise out of a claim that a use by ENA of the Sponsor's Intellectual Property Rights under this clause infringes any Intellectual Property Rights of a third party; and
  - d)** warrants that any of the Sponsor content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor shall comply with any specifications stated by ENA.

## 18 Australian Consumer Laws

- 18.1** The ACL provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services. Any rights that the Sponsor may have as a consumer under the ACL shall apply notwithstanding any inconsistent provisions in this Sponsorship Agreement which shall be read down to the extent necessary to comply with the ACL and this Sponsorship Agreement shall otherwise apply to the fullest extent legally permissible.
- 18.2** In the event any statute implies any term condition or warranty into this Sponsorship Agreement which cannot be lawfully excluded, such terms will apply, save that the liability of ENA for breach of any such implied term will be limited to the fullest extent permissible under law including the ACL, at the option of ENA, to any one or more of the following:
- a)** the replacement of goods or re-supply of services to which the breach relates or the supply of equivalent goods or services;
  - e)** the repair of such goods;
  - f)** the payment of the cost of replacing the goods or of acquiring equivalent goods or having the services supplied again; or
  - g)** the payment of the cost of having the goods repaired.

- 18.3** To the fullest extent permissible under law, ENA will not be liable for any indirect or consequential damages arising out of a breach of this Sponsorship Agreement or otherwise relating to or arising from the Event.

## 19 Employees, Agents and Contractors of Participant

- 19.1** Any rights conferred upon the Sponsor are deemed to have been conferred upon the Sponsor and its employees, agents and contractors and any breach of this Sponsorship Agreement by any employee, contractor, licensee or invitee of the Sponsor constitutes a breach of this Sponsorship Agreement by the Sponsor.

## 20 ENA Privacy Policy

- 20.1** ENA is concerned with the protection of your privacy. We acknowledge and abide by our obligations under the Australian Privacy Principles contained in the *Privacy Act 1988 (Cth)* as amended.
- 20.2** ENA collects and stores your personal information for the purposes of providing registration and delegate services, education and training programs, and improving and promoting products and services, and membership status in various ways. To view full details of Energy Networks Australia's privacy policy please visit our website at [www.energynetworks.com.au](http://www.energynetworks.com.au).
- 20.3** Subject at all times to its obligations under law and under ENA's privacy policy, by registering for this event, each individual applicant consents to having relevant details and personal information stored on a secure database held by ENA. Each applicant further consents to the provision of a delegate list to all event participants which will include personal information including name, position and organisation, and to the release of such certain personal information to parties directly related to the event including selected sponsors. ENA may use information collected from the event to advise applicants of any future ENA events and services.
- 20.4** You may request access to personal information held by ENA by providing a written request to ENA's privacy manager, or to have it corrected or updated.

## 21 General

- 21.1** Each Party covenants to, upon request of any other Party to the Sponsorship Agreement, give any consent, do anything or act and execute any document as may be reasonably necessary to give full effect to the Sponsorship Agreement and it is hereby agreed that none of the covenants or warranties contained in this Sponsorship Agreement shall merge on completion.

## 22 Notices

- 22.1** A notice or other communication including, but not limited to, a request, demand, consent or approval to be made or given to or by a Party to this Sponsorship Agreement:
- a) must be in writing unless expressly specified otherwise;
  - b) must be legible and in English;
  - c) must be signed by an authorised officer of the party giving or making it, or (on its behalf) by any solicitor, director, secretary or authorised agent of that Party; must be delivered by hand (including courier delivery) or posted by express post to the address of the addressee, or emailed to the email address of the addressee as notified by that Party to the other Parties from time-to-time;
  - d) is deemed to be duly given or made;
    - I. in the case of an express post letter, on the third (or fifth, if posted to or from a place outside Australia) Business Day after posting;
    - II. in the case of delivery by hand on a Business Day, on delivery; and
    - III. in the case of email on a Business Day, at the time it was sent unless a failed transmission report is received by the sender, but, if delivery or receipt is on a day other than a Business Day or is later than 5:00pm (local time) in the place of receipt, it will be deemed to have been duly given or made at 9.00am on the next succeeding Business Day in that place.

## 23 Bar to Proceedings

- 23.1** ENA may plead this Sponsorship Agreement in bar to any claim, action, proceeding or suit brought by the Sponsor against ENA for any matter, circumstance or thing, concerning or in any way relating to the Event.

## 24 Jurisdiction

- 24.1** This Sponsorship Agreement shall be construed in accordance with and governed by the laws of Victoria and the Commonwealth of Australia and the parties submit to the jurisdiction of the courts of or in the state of Victoria and courts of appeal therefrom.
- 24.2** If any doubt, difficulty, or dispute shall arise in respect of the interpretation meaning or effect of this Sponsorship Agreement or any part thereof or of the respective rights and duties of the parties to this Sponsorship Agreement then the parties agree that the doubt, difficulty or dispute shall be submitted to mediation by the person nominated by the Resolution Institute in accordance with the 'Mediation Rules'.

## 25 Entire Agreement

- 25.1** The Sponsorship Agreement embodies the entire understanding of the Parties and no representation, promise or term shall be deemed to form part of the agreement between the parties save to the extent that the same is embodied in the Sponsorship Agreement.

## 26 Variations

- 26.1** No agreement as between the Parties varying or amending the Sponsorship Agreement shall have any force or effect unless it is committed to writing and signed by the Parties.

## 27 Relationship

- 27.1** The Parties agree that nothing in the Sponsorship Agreement shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between.

## 28 Severability

- 28.1** If any clause or part thereof in the Sponsorship Agreement becomes invalid or is rendered unenforceable or prohibited then such clause(s), or part thereof, will be severable without invalidating or affecting the validity of the remainder of this Agreement, which shall continue in full force and effect.

## 29 Survival on termination

- 29.1** All indemnities survive termination of the Sponsorship Agreement.



# ENA Sponsorship Agreement | Schedule 1

<b>Event</b>	Energy Networks Conference and Exhibition (EN2024)
<b>Commencement Date</b>	18 March 2024
<b>Venue</b>	Adelaide Convention Centre
<b>Sponsorship Prospectus</b>	<a href="http://www.en2024-conference-exhibition/request-to-be-a-sponsor">www.en2024-conference-exhibition/request-to-be-a-sponsor</a>
<b>Cancellation Date</b>	18 November 2023
<b>Time Zone</b>	Australian Central Daylight Time (ACDT) Adelaide, South Australia
<b>Exhibitor Terms &amp; Conditions</b>	<a href="http://www.en2024-conference-exhibition/exhibition-terms-conditions">www.en2024-conference-exhibition/exhibition-terms-conditions</a>
<b>Sponsorship Application</b> (including Terms & Conditions)	<a href="http://www.en2024-conference-exhibition/request-to-be-a-sponsor">www.en2024-conference-exhibition/request-to-be-a-sponsor</a>
<b>Delegate Terms &amp; Conditions</b>	<a href="http://www.en2024-conference-exhibition/delegate-terms-conditions">www.en2024-conference-exhibition/delegate-terms-conditions</a>