

Terms & Conditions



Exhibitor 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 Exhibitor wishes to participate in the Event.
- c) This agreement is to be read in conjunction with any applicable Exhibition Prospectus and the Exhibitor Package and Schedule (collectively, the Exhibitor Agreement).
- d) ENA and the Confirmed Exhibitor enter this Exhibitor Agreement on the following terms.

1 Definitions

In this Exhibitor 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 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 in the **Schedule Item 8**.
- 1.5 Certificate of Insurance** means a certificate from an insurance company acceptable to ENA insuring the Exhibitor for public liability and property damage in respect of the Event for a sum not less than \$20,000,000.
- 1.6 Commencement Date** means the date specified at Schedule Item 2.
- 1.7 Completion Date** means the date specified at Schedule Item 3.
- 1.8 Confidential Information** means this Exhibitor 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 Exhibitor Agreement, but excluding any information which is generally and readily available in the public domain, other than by a breach of this Exhibitor Agreement or a breach of confidence.:
- 1.9 Confirmed Exhibitor** means an Exhibitor, where the Exhibitor has:
 - a) submitted an Exhibitor Application to become an Event exhibitor for a specific Exhibitor Package; and
 - b) this application is received and approved by ENA; and
 - c) payment of the Exhibitor Fee is received by ENA within payment terms.
- 1.10 Control** has the same meaning as in section 50AA of the *Corporations Act 2001 (Cth)*.
- 1.11 Custom Stand Builder** means an entity engaged to construct a Stand for the Event.
- 1.12 Delegate** means an individual described in the Delegate Terms & Conditions.
- 1.13 Delegate Terms & Conditions** means the terms & conditions available via the link specified at **Schedule Item 12**.
- 1.14 Event** means the event as specified at **Schedule Item 1**.
- 1.15 Event Duration** means the time from the Commencement Date to the Completion Date.
- 1.16 Exhibitor** means the entity or entities who applied to ENA to exhibit at the Event, including co-exhibitors and a reference to the Exhibitor throughout this Exhibitor Agreement, once the Exhibitor has become a Confirmed Exhibitor, shall mean such Confirmed Exhibitor.
- 1.17 Exhibitor Application** means the completion of the process as specified in clause 3.
- 1.18 Exhibitor Fee** the relevant amount payable by the Exhibitor to ENA to become Confirmed Exhibitor of the Exhibitor Package as may be specified in the Exhibition Prospectus or as otherwise agreed in writing with ENA.

- 1.19 Exhibitor Package** means the manual provided by ENA to the Exhibitor setting out, amongst other things, the rules and regulations for the conduct of the Event, including any benefits defined in the Exhibition Prospectus.
- 1.20 Exhibition Prospectus** means any prospectus available at the weblink as specified at **Schedule Item 7**, as amended from time-to-time.
- 1.21 Force Majeure** has the meaning given in clause 16.
- 1.22 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.
- 1.23 Invoice** means a tax invoice issued by ENA to the Exhibitor which specifies the Exhibitor Fee, or part thereof, payable by the Exhibitor to ENA for the Event.
- 1.24 Lawful Directions** means any directions of the relevant Police Service, Fire Services, Emergency Services or related authorities or their duly authorised officers within the jurisdiction where the Event is located and/or the directions of ENA.
- 1.25 Maximum Stand Height** means 2.4 metres high or in line with the provided shell wall height or as otherwise advised by ENA in writing.
- 1.26 Onsite Period** means the set up and pack down period at the Venue as specified at **Schedule Item 5**.
- 1.27 Operational Hours** means the period of Event open hours at the Venue as specified at **Schedule Item 6**.
- 1.28 Parties** means Energy Networks Australia and an Exhibitor who becomes the Confirmed Exhibitor.
- 1.29 Related Bodies Corporate** has the meaning provided in the *Corporations Act 2001 (Cth)*.
- 1.30 Sponsor** means an entity as described in the Sponsorship Terms & Conditions.
- 1.31 Sponsorship Terms & Conditions** means the terms & conditions available via the link specified at **Schedule Item 11**.
- 1.32 Stand** means the display pod, stand, booth or site allocated to the Confirmed Exhibitor by ENA for exhibiting at the Event, as specified in the Exhibitor Package.
- 1.33 Venue** means the as specified at **Schedule Item 4**.

2 Interpretation

- 2.1** In this Exhibitor Agreement, unless the context otherwise requires:
- a) headings are for convenience only and do not affect interpretation;
 - b) the singular includes the plural and vice versa;
 - c) a gender includes every gender;

- d) 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 Exhibitor Agreement and a reference to this Exhibitor Agreement includes any schedule and annexure;
- e) 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 this Exhibitor Agreement;
- f) mentioning anything after includes or including does not limit what else might be included;
- g) 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;
- h) 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;
- i) a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
- j) 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
- k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Exhibitor Agreement; a reference to dollars or \$ is to Australian currency; and
- l) all references to time are as specified at **Schedule Item 9**.

3 Exhibitor Application

- 3.1** Applications are handled in accordance with this Exhibitor Agreement.
- 3.2** All Exhibitors are required to lodge their request for purchase of an Exhibitor Package with ENA using the exhibitor application link as specified at **Schedule Item 10**
- 3.3** Following receipt of an application, ENA will assess the application and determine whether the Exhibitor is approved for the Event. If the application is approved, ENA will allocate the Exhibitor Package (including the Stand site) and offer it to the Exhibitor.
- 3.4** ENA shall issue the applying Exhibitor with an Invoice for the Exhibitor Fee, or part thereof.
- 3.5** The Exhibitor accepts the offer by payment of the Invoice, within the payment terms.
- 3.6** On receipt by ENA of the Invoice payment by the Exhibitor, within the payment terms, the Exhibitor will be the Confirmed Exhibitor holding the Exhibitor Package for the Event.
- 3.7** All Confirmed Exhibitors are required to pay the Exhibitor Fee as set out under clause 5.

- 3.8 ENA reserves the right to accept or reject an application by an Exhibitor in its sole discretion.
- 3.9 Applications will only be accepted from the applying Exhibitor itself and ENA reserves the right to reject any application from any agent purportedly acting on behalf of an exhibitor 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 Exhibitor 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 an Exhibitor, this Exhibitor Agreement shall cease and become null and void.

4 Exhibitor options

- 4.1 Exhibitors may apply for single or multiple Exhibitor Packages.
- 4.2 Should the Exhibitor be interested in exhibiting under an arrangement not listed within an Exhibition Prospectus, the Exhibitor may contact ENA to discuss options.
- 4.3 ENA may offer alternative Exhibitor Packages under this clause in its absolute discretion.

5 Exhibitor Fee

- 5.1 The Exhibitor agrees to make payments in accordance with this Exhibitor Agreement.
- 5.2 The Exhibitor Fee may be provided in the Exhibition Prospectus, or as otherwise agreed in writing with ENA prior to an Exhibitor being granted the status of a Confirmed Exhibitor.
- 5.3 ENA may change the Exhibitor Fee as set out in the Exhibition 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 Exhibitor, ENA will issue an Invoice equal to 50% of the Exhibitor 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 Exhibitor 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 Exhibitor Package (including the Stand) and attempt to resell it.
- 5.5 On notification of Confirmed Exhibitor, ENA will issue an Invoice equal to balance due of the Exhibitor Fee (**Confirmation Invoice**), and;
 - a) the due date for the payment of the Confirmation Invoice is strictly four (4) months prior to the Commencement Date; and

- 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 Exhibitor Package (including the Stand) 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 Exhibitor Fee does not include Delegate registrations or access to Delegate lists unless expressly stated as a benefit in the Exhibition Prospectus.

6 Stand Space

- 6.1 The Exhibitor and their exhibits and display stock or items are admitted to the Event and shall only remain there solely on the condition of strict compliance with this Exhibitor Agreement.
- 6.2 Installation, set-up and dismantling of the Stand and any display stock, plant, equipment, fixtures, fittings, items or exhibits must conform to and be done within the timetable set by ENA. ENA reserves the right to charge the Confirmed Exhibitor an amount (calculated on an hourly rate set by ENA) for failing to construct or erect its Stand within the timeframe expressly set out in the Exhibition Prospectus and Exhibitor Package. In the event that an Exhibitor fails to complete the construction of its Stand within a reasonable time, ENA may, without limiting any other rights under this Exhibitor Agreement and in its sole discretion, remove the Confirmed Exhibitor's display and exhibit entirely from the Event and charge the Confirmed Exhibitor on a full cost-recovery basis the costs incurred by ENA.
- 6.3 Any amounts incurred under clause 6.2 are incurred as a liquidated debt which is recoverable by ENA in its sole discretion.
- 6.4 The Confirmed Exhibitor must:
 - a) not seek admission to the Stand prior to the Commencement Date unless prior consent has been granted in writing from ENA;
 - b) promptly provide to the Custom Stand Builder and any other persons engaged in the construction of a custom Stand, all information relevant to the construction of the Stand;
 - c) erect its exhibits and display stock or items in a proper and workmanlike manner having regard to Applicable Laws and Lawful Directions within the allotted area of the Stand, not exceeding the Maximum Stand Height unless it has obtained prior written consent from ENA and within the deadlines for construction and erection as set out in the Exhibition Prospectus and Exhibitor Package;
 - d) have the Stand manned by an authorised representative of the Exhibitor at all times during the Operational Hours of the Event;
 - e) not exhibit, display, supply or offer, or allow to be exhibited, displayed, supplied or offered from the Stand any goods or services not specifically listed in the Exhibitor Package or otherwise approved in writing by ENA; and

- f) on or before the Completion Date, remove the exhibits and display stock or other items from the Event and leave the Stand in a clean and tidy condition free from rubbish and debris.

6.5 Energy Networks Australia reserves the right in its sole and absolute discretion to alter the Stand space allocation and/or floor plan of the Event or to change the venue for the Event in which event Energy Networks Australia agrees to provide reasonable notice to any Exhibitor affected by any such alteration. In such an event, the Exhibitor must accept re-allocation without any claim for a reduction in fees or charges or otherwise.

6.6 The Exhibitor agrees and covenants not to seek any damages, compensation or loss as against ENA for any change or restriction in the position or dimensions of the Stand allotted to the Exhibitor, or for the postponement, cancellation or delay in opening or premature closing of the Event, changes in the hours of opening of the Event, the failure of light and/or power or other services or amenities to the Event where the wrongful action or inaction of ENA is not the cause of such damages, compensation or loss, to the fullest extent permissible under the Applicable Laws.

7 Exhibitor Incurred Costs

- 7.1** The Exhibitor must arrange and pay all costs associated with:
- a) shipping its items to and from the Venue or Stand including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
 - b) the lawful removal and/or disposal of its property from the Venue; and
 - c) the staffing of its Stand.

8 Insurance

- 8.1** Exhibitors must at their own expense, effect and keep current at all times during the Onsite Period and the Event a public risk and property damage insurance policy for an insured sum not less than \$20,000,000.00 in respect of its Stand.
- 8.2** The Confirmed Exhibitor must provide Energy Networks Australia with a Certificate of Insurance on or before the date four (4) months before the Commencement Date.

9 Rights, Covenants and Obligations

- 9.1** In consideration of the payments made by the Exhibitor to ENA, ENA grants a non-exclusive licence to the Exhibitor to use the Stand for the Event Duration subject to this Exhibitor Agreement.
- 9.2** The Exhibitor agrees and warrants to observe and be bound by all the requirements and obligations set out in this Exhibitor Agreement for conduct of the Event.
- 9.3** The Exhibitor must not exercise the rights granted under this Exhibitor Agreement in a manner that may damage the good name, goodwill, reputation and image of ENA and the Event, and the Exhibitor must act in compliance with all Applicable Laws, regulations and industry standards.

9.4 Only the Exhibitor may exercise the rights granted to it under this Exhibitor Agreement. For the avoidance of doubt, such rights may not be exercised by any Related Bodies Corporate, agent or contractor of the Exhibitor without the prior written consent of ENA.

9.5 The Exhibitor 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).

9.6 The Exhibitor agrees to comply with the Exhibitor Agreement at all times.

10 Assignment and change of control

- 10.1** The Exhibitor must not assign any of its rights to the Stand or allow any other person or company or entity to exhibit or display in the Stand without prior written consent obtained from ENA.
- 10.2** The Exhibitor must seek ENA's prior written consent to any change in Control of the Exhibitor.
- 10.3** Subject to clause 10.4, 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.
- 10.4** Consent under this clause may be granted or withheld in ENA's absolute discretion.

11 Directions

- 11.1** The Exhibitor agrees to comply with the reasonable directions of ENA and its authorised staff in relation to the hours of access to the Stand and the Event, and the hours during which the Event will be open.
- 11.2** The Exhibitor agrees to comply with the reasonable directions of ENA during the Onsite Period.

12 Breach of Exhibitor Agreement

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

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

13 Event Cancellation by ENA

- 13.1** 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 Exhibitor with notice of the cancellation as soon as is reasonably practicable.
- 13.2** If the Event is cancelled in accordance with clause 13.1, subject to Applicable Laws, the maximum liability of ENA is limited to a refund calculated as follows:
- a) the total Exhibitor Fee paid by the Exhibitor at the date of cancellation,
 - b) minus the value of any rights received by the Exhibitor prior to the date of cancellation, and
 - c) minus an administration fee of 20% of the Exhibitor 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 Exhibitor that it has cancelled the Event.
- 13.3** To the fullest extent permissible under law and subject to clause 13.2, ENA will not be liable for any damage, loss or additional costs incurred by the Exhibitor 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.

14 Cancellation by Exhibitor

- 14.1** If the Confirmed Exhibitor wishes to cancel a Stand or space, ENA requires a notice of requested cancellation to be received in writing on or before 5.00pm on the Cancellation Date.
- 14.2** 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 Exhibitor Package, and:
- a) if the Exhibitor Package is on-sold in its entirety prior to the Cancellation Date, the cancelling exhibitor will receive a full refund of the Exhibitor Fee;
 - b) if the Exhibitor Package is partially on-sold prior to the Cancellation Date the cancelling Exhibitor may receive a refund of such portion of the Exhibitor Fee corresponding to the pro-rata proportion of the Exhibitor Package that was on sold; or
 - c) if no part of the Exhibitor Package is on-sold prior to the Cancellation Date, then all Exhibitor Fees paid in respect to the Exhibitor Package will be forfeited to ENA.
- 14.3** 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 Exhibitor for all loss or damage suffered as a result of the Exhibitor's breach of this Exhibitor Agreement.
- 14.4** ENA will agree to a cancellation of the Confirmed Exhibitor 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 Exhibitor Package in its entirety; 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.
- 14.5** All monies retained by ENA under this clause 14 shall be by way of liquidated damages and not by way of penalty, and the Exhibitor agrees that such monies retained represents a fair and reasonable pre-estimate of ENA loss and damage resulting from a cancellation.
- 14.6** Refunds on payments made in accordance with the preceding subclauses shall be processed by ENA not more than 30 days after the Cancellation Date.
- 14.7** The Exhibitor agrees not to claim a refund of payments other than in accordance with this clause 14.

15 Termination of Registration

- 15.1 The Confirmed Exhibitor may nominate the number of Delegates to attend the Event in accordance with the Exhibitor Package.
- 15.2 ENA reserves the right in its absolute discretion to deny entry and/or terminate the registration of any Delegate, representative of a Confirmed Exhibitor, 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.
- 15.3 In the event of termination of a registration under clause 15.2 before the Cancellation Date, the Exhibitor 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 Exhibitor.
- 15.4 In the event of a termination of a registration under clause 15.2 after the Cancellation Date, the cost of the registration will be forfeited by the Exhibitor to ENA.
- 15.5 ENA will not be liable for any expenses or costs, whether direct or indirect, arising from a termination incurred under this clause 15.

16 Force Majeure

- 16.1 ENA will not be liable to the Exhibitor for any loss suffered, nor be in default under the Exhibitor 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 Organisation), 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.
- 16.2 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 17.1, either party may elect to terminate this Exhibitor Agreement.
- 16.3 In all such circumstances ENA shall be entitled to retain all Payments paid by the Exhibitor.

17 COVID Interruptions

- 17.1 Notwithstanding any other clause of this Exhibitor 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 any in-person and virtual speakers and delegates.

18 Confidentiality

- 18.1 Neither party may disclose any Confidential Information of the other party without obtaining the prior written consent of the other party.
- 18.2 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.

19 Indemnity

- 19.1 The Exhibitor, 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 Exhibitor Agreement or any actual or alleged default by the Exhibitor of the Exhibitor Agreement or resulting directly or indirectly from the Exhibitor's use of the Stand or participation in the Event including travel to and from the Event.
- 19.2 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 Exhibitor, 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.
- 19.3 The indemnity contained in clauses 19.1 and 19.2 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.
- 19.4 ENA, to the fullest extent permissible under law, will not be liable for damage or loss to Exhibitor's property by fire, theft, accident, or any other cause or for any indirect or consequential damages arising from any breach of the Exhibitor Agreement or otherwise relating to or arising from the exhibition or the Event.
- 19.5 To the fullest extent possible under law, the Exhibitor 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 Exhibitor's breach of the provisions of the Exhibitor Agreement or any other terms and conditions imposed by ENA;
 - b) the application of the ACL in relation to the Exhibitor Agreement and/or any agreement arising hereunder; and

- c) any other willful misconduct or negligence of the Exhibitor or any person for whose conduct the Exhibitor is responsible in law.

20 Intellectual Property

- 20.1 The Exhibitor 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 Exhibitor for use by ENA or for any breaches of third party intellectual property.
- 20.2 The Exhibitor must comply with any brand guidelines or other reasonable directions provided by ENA when using ENA's Intellectual Property Rights.
- 20.3 The Exhibitor:
 - a) grants to ENA a non-exclusive royalty free license to use any of the Exhibitor's Intellectual Property Rights required to be provided to ENA in accordance with this clause to promote and market the Event;
 - b) warrants that it owns, is licensed to use and/or is solely entitled to use the Exhibitor'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 Exhibitor's Intellectual Property Rights under this clause infringes any Intellectual Property Rights of a third party; and
 - d) warrants that any of the Exhibitor content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Exhibitor shall comply with any specifications stated by ENA.

21 Australian Consumer Laws

- 21.1 The ACL provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services. Any rights that the Exhibitor may have as a consumer under the ACL shall apply notwithstanding any inconsistent provisions in this Exhibitor Agreement which shall be read down to the extent necessary to comply with the ACL and this Exhibitor Agreement shall otherwise apply to the fullest extent legally permissible.
- 21.2 In the event any statute implies any term condition or warranty into this Exhibitor 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;
 - b) the repair of such goods;

- c) the payment of the cost of replacing the goods or of acquiring equivalent goods or having the services supplied again; or
- d) the payment of the cost of having the goods repaired.

- 21.3 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 Exhibitor Agreement or otherwise relating to or arising from the Event.

22 Employees, Agents and Contractors of Participant

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

23 ENA Privacy Policy

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.

24 General

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

25 Notices

- 25.1** 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 Exhibitor 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.

26 Bar to Proceedings

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

27 Jurisdiction

- 27.1** This Exhibitor Agreement shall be construed in accordance with and governed by the laws of the state 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.
- 27.2** If any doubt, difficulty, or dispute shall arise in respect of the interpretation meaning or effect of this Exhibitor Agreement or any part thereof or of the respective rights and duties of the parties to this Exhibitor Agreement then the parties agree that the doubt, difficulty or dispute shall be submitted to mediation by person nominated by the Resolution Institute in accordance with the 'Mediation Rules'.

28 Entire Agreement

- 28.1** This Exhibitor 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 this Exhibitor Agreement.
- 28.2** The Exhibitor Package incorporated in this Exhibitor Agreement contains additional terms relevant to the Exhibitor including terms regarding food and beverage; displaying motor vehicles, use of balloons, raised event flooring, wheelchair access and other specific requirements.

29 Variations

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

30 Relationship

- 30.1** The Parties agree that nothing in this Exhibitor Agreement shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between them.

31 Severability

- 31.1** If any clause or part thereof in this Exhibitor 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 Exhibitor Agreement, which shall continue in full force and effect.

32 Survival on Termination

- 32.1** All indemnities survive termination of this Exhibitor Agreement.



ENA Exhibitor Agreement | Schedule 1

Event	Energy Networks Conference and Exhibition (EN2024)
Commencement Date	18 March 2024
Completion Date	21 March 2024
Venue	Adelaide Convention Centre
Onsite Period	18 March 2024 to 21 March 2024
Operational Hours	Operational hours to be confirmed prior to Cancellation Date, indicative operational hours are: Tuesday 19 March 2024: 5:00pm – 7:00pm Wednesday 20 March 2024: 7:30am – 6:30pm Thursday 21 March 2024: 7:30am – 3:30pm
Exhibition Prospectus	www.en2024-conference-exhibition/request-to-be-an-exhibitor
Cancellation Date	18 November 2023
Time Zone	Australian Central Daylight Time (ACDT) Adelaide, South Australia
Exhibitor Application	www.en2024-conference-exhibition/request-to-be-an-exhibitor
Sponsorship Terms & Conditions	www.en2024-conference-exhibition/sponsorship-terms-conditions
Delegate Terms & Conditions	www.en2024-conference-exhibition/delegate-terms-conditions