

APP
2021

GOLD COAST
CONVENTION
& EXHIBITION
CENTRE

20-23 MAY

Australian Pharmacy Professional Conference & Trade Exhibition

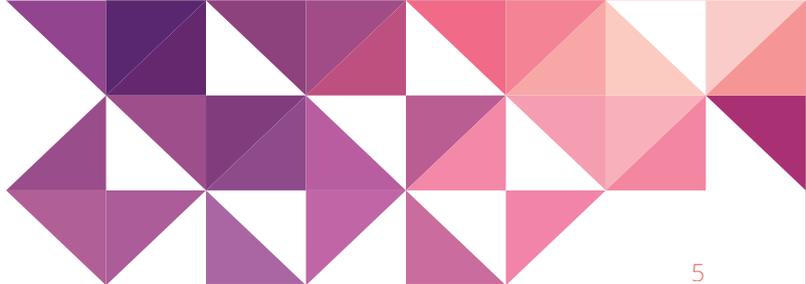
SPONSORSHIP & TRADE EXHIBITION TERMS & CONDITIONS



www.appconference.com



The Pharmacy
Guild of Australia



Sponsorship and Trade Exhibition Terms and Conditions

These terms and conditions have been formulated on the basis that some COVID-19 restrictions, requirements and/or guidelines may be in place at the time the Australian Pharmacy Professional Conference & Trade Exhibition 2021 (APP Conference) is held in May 2021 (20-23 May 2021 inclusive). Due to COVID-19 restrictions, requirements and/or guidelines, your experience at the APP Conference may be different to previous years. We will endeavour to provide advance notice of any applicable restrictions, requirements and/or guidelines, inclusive of public health rules, but advance notice may not be possible due to the imposition of restrictions, requirements and/or guidelines on short notice. We appreciate your patience and understanding on this matter.

1. APPLICATION

a. The Australian Pharmacy Professional Conference & Trade Exhibition 2021 (**APP Conference**) is organised and run by The Pharmacy Guild of Australia (**TPGA**). By submitting an online Sponsorship Acceptance Form and/or Trade Exhibition Booking Form together with 50% of the Fee (see definition below), you agree to be bound by the sponsorship and trade exhibitor terms and conditions set out below.

b. In these terms and conditions the terms 'you', 'sponsor' and 'exhibitor' are referred to interchangeably and apply equally to sponsors and exhibitors.

c. These terms and conditions commence on the date the Sponsorship Acceptance Form and/or Trade Exhibition Booking Form are submitted and continue until all of the sponsor's/exhibitor's obligations are fully satisfied following completion of the APP Conference.

2. PARTICIPATION IN APP CONFERENCE

a. These terms and conditions and the Sponsorship Acceptance Form and Trade Exhibition Booking Form constitute the entire agreement between the sponsor/exhibitor and TPGA (**Contract**). Any prior arrangements, agreements, representations, warranties or undertakings are superseded on acceptance of the Contract by the sponsor/exhibitor returning the Sponsorship Acceptance Form and/or Trade Exhibition Booking Form to TPGA. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in the Contract. To the maximum extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

b. Your participation as a sponsor/exhibitor in the APP Conference is at the sole discretion of TPGA and is subject to your compliance with the Contract. TPGA reserves the right to amend or replace any of these terms or conditions at its sole discretion and on notice to the sponsor/exhibitor by publishing the revised terms and conditions on www.appconference.com. These terms were most recently updated on 29 October 2020.

c. Where possible, space will be allocated to a sponsor/exhibitor at the APP Conference by TPGA in keeping with the preferences as to location requested by the sponsor/exhibitor. However, TPGA does not guarantee the location of any space for a sponsor/exhibitor and TPGA has absolute and unfettered discretion to determine the location of a sponsor/exhibitor at the APP Conference. For the APP Conference held in 2021, a COVIDSafe Plan may need to be submitted and approved by the Queensland Government health authorities (**COVIDSafe Plan**). This includes public health rules inclusive of physical distancing requirements, which may impact the floorplan design, delegate traffic flow and stand orientation (these criteria may evolve and change in the lead up to the APP Conference). Without limiting the generality of the foregoing, should the floor plan of the Gold Coast Convention and Exhibition Centre (Venue) require expansion or retraction, TPGA has the right to make any changes to the location of the sponsor/exhibitor at TPGA's sole discretion. If the sponsor/

exhibitor is not agreeance with this change in location, the sponsor/exhibitor has the right to cancel their trade exhibition booking and receive a refund as per the refund schedule set out in clause 8 below.

d. TPGA reserves the right to amend any aspect of the APP Conference in response to any COVID-19 restrictions, requirements and/or guidelines from local, State and Federal Governments without prior notice to you. This includes, but is not limited to, the following – the APP Conference programming, presentation room allocation and layout, catering area location and layout, social function formats and trade exhibition opening and closing times.

e. By participating as a sponsor and/or exhibitor in the APP Conference, the sponsor and/or exhibitor unconditionally grants permission to TPGA to provide third parties with the sponsor/ exhibitor's contact and address details, as listed on the Sponsorship Acceptance Form and/or Trade Exhibition Booking Form, for promotional purposes. TPGA's privacy policy (see <https://www.guild.org.au/privacy-policy>) contains further information about how TPGA uses, discloses and stores personal information. It also contains details about how you can access and seek correction of your personal information.

f. The sponsor/exhibitor acknowledges that it will comply with all obligations it may have under the *Privacy Act 1988* (Cth) (as amended from time to time). In particular, where an exhibitor scans a delegate's name badge via the name badge scanning software, the sponsor/exhibitor acknowledges that it will not pass the delegate's personal information on to a third party.

g. The sponsor/exhibitor acknowledges that it will comply with all obligations it may have under any applicable laws and relevant industry codes and regulations as well as the Venue's and the exhibition suppliers' terms and conditions as notified to the sponsor/exhibitor from time to time.

h. Where the sponsor/exhibitor provides materials containing intellectual property rights to TPGA for the purpose of its participation in the APP Conference, the sponsor/exhibitor grants TPGA an irrevocable non-exclusive, royalty free licence to copy, use and modify any such materials as are necessary for TPGA to provide the services at the APP conference to the sponsor/exhibitor in accordance with the Contract. All intellectual property rights in or arising out of or in connection with the services TPGA provides to the sponsor/exhibitor at the APP conference (other than intellectual property rights in materials provided by the sponsor/exhibitor) are owned by TPGA. The sponsor/exhibitor must only use the intellectual property rights of TPGA with the prior written consent of TPGA.

i. The sponsor/exhibitor warrant that TPGA's use of any materials provided to TPGA by the sponsor/exhibitor will not infringe any intellectual property rights or moral rights of any person nor give rise to any liability to make royalty or other payments to any person.

j. Each party (Recipient) must not use or disclose any of the other party's information that by its nature is confidential or the Recipient knows, or ought to know, is confidential (excluding information in the public domain (other than as a result of a breach of this confidentiality obligation)), except where disclosure is required by law or to the extent necessary to exercise its rights and perform its obligations under the Contract (including disclosure to the Recipient's officers, employees and professional advisers to the extent necessary to enable the Recipient to exercise its rights and perform its obligations) under the Contract or where the other party has consented in writing before the disclosure is made. The Recipient must ensure that its officers, employees and professional advisers comply in all respects with the Recipient's obligations under this clause.

k. The sponsor/exhibitor must not make or permit any person to make, any public announcement or

communication concerning the Contract without the prior written consent of TPGA. Where an announcement is required under any applicable law, the rules of any recognised securities exchange, by any court or other authority of competent jurisdiction, the sponsor/exhibitor must promptly notify TPGA. In such circumstance, the sponsor/exhibitor must make all reasonable attempts to agree the contents of the announcement or communication before making it.

l. Words used in this clause have a defined meaning in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) unless the context indicates otherwise. To the extent that any supply made under or in connection with the Contract, is a taxable supply, the amount payable by the recipient is the consideration provided under the Contract for that supply (unless it expressly includes GST) plus an amount (Additional Amount) equal to amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply, without deduction or set off of any other amount. The recipient must pay the Additional Amount at the same time as when the consideration for that supply or part of that consideration must be paid or provided, except that the recipient need not pay the Additional Amount unless the recipient has received a tax invoice (or an adjustment note) for that supply. Whenever an adjustment event occurs in relation to any taxable supply, the supplier must determine the amount of the GST component of the consideration payable, and if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to, or credited to the recipient, as applicable. If a party has a claim under or in connection with the Contract for a cost or expense on which that party must pay an amount for GST, the claim is for the cost plus the amount for GST (except any amount for GST for which that party is entitled to an input tax credit).

3. EXHIBITION AREA

a. The sponsor/exhibitor must ensure that its exhibits do not interfere with the use of, or impede access to, other exhibits or impede the free use of the aisle. Apart from the specific display space allocated for an exhibitor/sponsor by TPGA, no part of the exhibition area or its grounds may be used by an organisation other than TPGA for display purposes of any kind or nature. Representatives of the sponsor/exhibitor must at all times be appropriately attired to maintain the professional climate of the event.

b. Public health rules will be adhered to at the APP Conference and may include physical distancing requirements and square metres per person when indoors. The sponsor/exhibitor acknowledges that this may impact the number of persons in the trade area, which means a limit on the number of exhibitor representatives working on your stand/s at any one time may need to be set, and a stand staff roster may need to be submitted and approved by TPGA. You must at all times during the APP Conference comply with any such restrictions and submit a stand staff roster to TPGA for approval if requested to do so by TPGA.

c. The sponsor/ exhibitor is required to respect the entitlements of APP Conference sponsors who have purchased the right to sponsor certain elements of the event (including, but not limited to, lanyards, satchels, Street Party & Welcome Reception). If the sponsor/ exhibitor is found in breach of this condition, the offending exhibit or promotional items will be removed from the premises without notice.

d. The sponsor/exhibitor must ensure that all organisers contracted to build stands within the Venue erect structurally sound stands that are able to withstand its own weight or be counter levered to withstand outside forces of the environment that it is situated within the Venue. The sponsor/ exhibitor must ensure that all stands being constructed or brought into the Venue must



Sponsorship and Trade Exhibition Terms and Conditions continued...

comply with Australian Standard 1170. The sponsor/exhibitor must ensure that all stand construction does not exceed 2.5 metres in height without the prior written approval of the TPGA event coordinator. If the sponsor/exhibitor wishes to exceed this height, the sponsor/exhibitor must provide an engineer's report from a reputable engineering firm and apply to the Venue and TPGA event coordinator in writing, providing a detailed plan of the proposed design prior to 26 March 2021. Acceptance of any proposal to exceed the 2.5 height restriction will be at the sole discretion of the Venue and TPGA and TPGA is not required to provide reasons to the sponsor/exhibitor for any refusal to exceed the height limit.

e. The sponsor/exhibitor must ensure that all stand lighting is positioned and directed in such a way as to avoid interference with, or inconvenience to, other exhibiting companies or promotional materials. The TPGA event coordinator will determine, at its sole discretion, what is acceptable in the event of any dispute. If directed by TPGA, the sponsor/exhibitor must change stand lighting in accordance with TPGA's direction.

f. The sponsor/exhibitor is not permitted to construct any stand perimeter walls that, in the opinion of the TPGA event coordinator (in his or her sole discretion), disadvantage or adversely affect other exhibitors or promotional material. All plans for perimeter walls of any length must be submitted (prior to construction by the sponsor/exhibitor) to the TPGA event coordinator for approval prior to 26 March 2021. TPGA may accept (on conditions or otherwise) or reject plans for perimeter walls at its sole discretion and without any requirement to provide reasons to the sponsor/exhibitor for its decision.

g. The sponsor/exhibitor must not sublet stands or portions of stands without the prior written consent of TPGA.

h. The sponsor/exhibitor, and its representative/s, must not enter other sponsor's or exhibitors' stands at any time without prior permission from that other exhibitor. Failure to observe this obligation may result in the unauthorised person/s being escorted from the APP Conference with no right of return.

i. The sponsor/exhibitor must not post, tack, nail, screw, or otherwise attach anything to the walls, floors, ceiling, furniture or other properties of the Venue. Costs for repairing any damage to the exhibition hall and associated structures, fittings, decorations or furnishings will be billed to the responsible sponsor/exhibitor and must be paid promptly to TPGA (or as directed by TPGA) without any set off by the sponsor/exhibitor.

j. To avoid noise pollution and inconvenience to others, the sponsor/exhibitor must ensure that audio equipment is kept at an acceptable sound level. The TPGA event coordinator will determine what is considered to be an acceptable sound level in his or her sole discretion and the sponsor/exhibitor must comply with all directions of the TPGA event coordinator in respect of all audio equipment.

k. The sponsor/exhibitor must ensure that the exterior of any display or structure visible from an adjacent exhibitor's stand must be finished or suitably decorated at the expense of the sponsor/exhibitor erecting or installing such a display and must not include corporate or product identity which would distract from the adjacent stand.

l. The exhibition hall at the Venue has been reserved for exhibition setup and installation from Monday 17 May to Wednesday 19 May 2021 for large or custom builds only. Specific bump-in times for custom builders for each area of the trade hall will be confirmed closer to the trade exhibition dates. Exhibitor and sponsor set up will be from 9:00am to 3:30pm on Thursday 20 May 2021 unless otherwise notified by TPGA.

m. All exhibits must be fully operational by 3:30pm on Thursday 20 May 2021 unless otherwise notified by TPGA.

n. Sponsors and exhibitors have from 12:30pm to 2:00pm on Sunday 23 May 2021 to bump-out unless otherwise notified by TPGA. The dismantling of booths for custom builders is from 2:00pm to 11:59pm on Sunday 23 May 2021 and 6:00am to 12:00pm on Monday 24 May 2021 unless otherwise notified by TPGA. Packaged materials may be left on the exhibitor's stand to be removed by Venue staff and stored in the Venue loading dock for collection on Monday 24 May 2021 unless otherwise notified by TPGA. Any material left for collection must be appropriately labelled and is left for collection at the sole risk of the exhibitor or sponsor. Neither TPGA nor the Venue accept any responsibility or liability whatsoever for any material left at the Venue by exhibitors or sponsors.

o. Sponsor/exhibitor stands must not be dismantled or packed in preparation for removal prior to the official closing time of 12:30pm on Sunday 23 May 2021. Failure to comply with this obligation may adversely affect the exhibitor's preferred stand positioning at the next APP conference.

4. PROMOTIONAL MATERIAL

a. Promotional material (i.e. catalogues, brochures etc.) may be displayed or distributed from the sponsor's/exhibitor's own stand area only. If requested by TPGA, the sponsor/exhibitor must provide TPGA with a copy of its promotional materials that will be displayed or distributed from the sponsor's/exhibitor's stand. The sponsor/exhibitor must promptly make any corrections, alterations or take any other action directed by TPGA in respect of the sponsor's/exhibitor's promotional material reasonably required by TPGA prior to distributing the relevant material.

b. The sponsor/exhibitor must ensure that any promotional materials that promote therapeutic goods (as that term is defined in the *Therapeutic Goods Act 1989* (Cth) (TGA)) strictly comply with the *Therapeutic Goods Advertising Code* under the TGA and any other relevant codes and regulations. Promotional materials include, but are not limited to, company information promoted on the mobile app, pre-conference promotion, conference promotional materials including the conference website, trade exhibition displays, conference sessions and other event activities.

c. In complying with clause b above, sponsors/exhibitors must note the definitions of 'pharmacists' vs 'pharmacy assistant' in relation to the TGA and relevant codes and regulations.

d. The sponsor/exhibitor must not display or distribute any advertisement, sign, banner, illustration or printed matter which, in the opinion of the TPGA event coordinator, is objectionable or is otherwise not appropriate. The TPGA event coordinator reserves the right to remove such material in his or her sole discretion without any prior notice to the sponsor/exhibitor.

5. INSURANCE AND LEGAL REQUIREMENTS

a. To ensure the safety of all participants of the APP Conference, the sponsor/exhibitor must:

(i) comply with all laws, ordinances and regulations pertaining to fire regulations and prevention, health and public safety at all times while participating in the APP Conference. If there is a COVIDSafe Plan in place a copy of the COVIDSafe Plan will be provided to all sponsors and exhibitors prior to the event. All staff, representatives and contractors of the sponsor/exhibitor attending the APP Conference must become familiar with and must at all times during the APP Conference abide by the rules and regulations set out in the plan. It is the sole responsibility of the sponsor/exhibitor to ensure that

they and all of their representatives are aware of the COVIDSafe Plan (if applicable) and all applicable laws, ordinances and regulations;

(ii) ensure that all display material is flameproofed; and

(iii) ensure that any electrical installation at the APP Conference complies with the current Queensland Government workplace, health and safety legislation.

The sponsor/exhibitor must ensure that all of its staff, representatives and contractors attending the APP Conference or the Venue pre or post APP Conference:

(i) refrain from attending if they experience any symptoms suggestive of COVID-19 (including but not limited to - sore throat, coughing, shortness of breath, fever or a history of fever (night sweats, chills)) or have been in close contact with someone who has experienced any symptoms suggestive of COVID-19, and must read 'before you attend' section prior to attending the APP Conference;

(ii) provide TPGA with their contact information for the purposes of contact tracing if required by the Queensland Government;

(iii) notify the APP Conference COVIDSafe Manager if they present with symptoms or display symptoms following their attendance of the Venue and will leave the Venue if asked in order to protect the safety of others;

(iv) refrain from attending the Venue if they have been instructed to self-isolate for any reason, including, but not limited to - recent overseas travel, contact with a confirmed COVID-19 case, awaiting test results for COVID-19; and

(v) practice good hygiene at all times during their attendance at the Venue and will adhere to social distancing requirements and public health rules.

b. The sponsor/exhibitor must arrange and maintain at its sole cost all necessary insurances - including, but not limited to, insurances to cover against damage and loss to personal property at the APP Conference, professional indemnity insurance to cover any professional services provided (if applicable), and public liability insurance against injury to the person and property of others. Upon a request being made by TPGA, the sponsor/exhibitor must promptly provide a copy of the relevant certificate of currency and the policy wording (including the schedule and endorsements) to TPGA for all such insurances policies.

c. Security will be provided, but the provision of security will not be deemed to limit or exclude any liability of the sponsor/exhibitor under the Contract or at law, nor will it, to the extent permitted by law, increase the liability of TPGA, and its employees, agents or contractors, or the Venue and its representatives and employees.

d. To ensure that all sponsors and exhibitors are adequately covered for public liability insurance, the Fees include public liability insurance cover from QBE Insurance (Australia) Limited, based on a limit of indemnity of \$10,000,000 for any one occurrence.

This insurance will only cover damage or injury suffered by third parties/visitors on or in the vicinity of an exhibition stand at the APP Conference, from the first day of bump in (setting up) to the final day of bump out (dismantling) at the APP Conference, being from Monday 17 May to Monday 24 May 2021 (inclusive). TPGA accepts no liability for any act or omission of any sponsor or exhibitor that voids this insurance or deems the sponsor or exhibitor liable at law to any third parties in relation to their attendance at the APP Conference.

NB: This policy provides public liability insurance only and will not respond to any claims arising from the sale or supply of products at the event, except for food or drink sold for immediate consumption at the event as refreshments.



6. LIABILITY

a. The sponsor/exhibitor attends the APP Conference and uses the exhibition space and all other facilities (and uses or provides the stand, equipment and materials in connection with its exhibit) at its sole risk and assumes full responsibility in connection with any liability of any kind arising in connection with its attendance at the APP Conference or in connection with the Contract, whether based in contract, tort, statute or otherwise.

b. To the maximum extent permitted by law, TPGA excludes any liability to the sponsor/exhibitor (as applicable), whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with the Contract including any loss of profits, loss of sales or business, loss of production, loss of agreements or contracts, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill or loss of reputation.

c. To the maximum extent permitted by law, TPGA's maximum aggregate liability to the sponsor/exhibitor for any loss or damage or injury arising out of or in connection with the performance or non-performance of the Contract, including any breach by TPGA of the Contract, however arising, in tort (including negligence), under any statute, custom, law or any other basis, is limited to the total cost of sponsorship and/or trade exhibition fees.

d. The sponsor/exhibitor indemnifies TPGA and each of its officers, employees, agents and contractors, including the Venue, (the **Indemnified Parties**) from and against all loss, liability, demand, action, claim, judgement, damage, cost, charge or expense and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses however it arises and whether based in contract, tort, statute or otherwise, which the Indemnified Parties suffer or incur arising out of or in connection with:

- i. a breach of the Contract;
- ii. any act or omission of the sponsor and/or exhibitor or its employees, contractors, directors or agents;
- iii. any injury to, or death of, a natural person and any loss of or damage to, the real or personal property of TPGA or a third party caused or contributed to by the sponsor/exhibitor, its employees, contractors, directors or agents; or
- iv. any infringement or alleged infringement of any third party's intellectual property rights or moral rights arising out of or in connection with anything used or supplied by the sponsor/exhibitor in connection with the Contract or the sponsor's/exhibitor's participation in the APP Conference.

c. The liability of the sponsor/exhibitor to indemnify the Indemnified Parties will be reduced proportionally to the extent that a negligent act or omission of the Indemnified Parties contributed to the damage, expense, loss or liability.

7. PAYMENT TERMS

The sponsor/exhibitor must pay to TPGA the sponsorship and trade exhibition fee as set out in the online Sponsorship Acceptance Form and the Trade Exhibition Booking Form:

- a. 50% of the Fee as a deposit upon booking and submission of the Sponsorship Acceptance Form and Trade Exhibition Booking Form to TPGA; and
- b. the balance 50% of the Fee must be paid by 3 February 2021. (If booking is received after 3 February 2021, full payment is due upon booking)

TPGA reserves the right to cancel sponsor and trade bookings if the full payment is not received by the due dates. All payments must be made to:

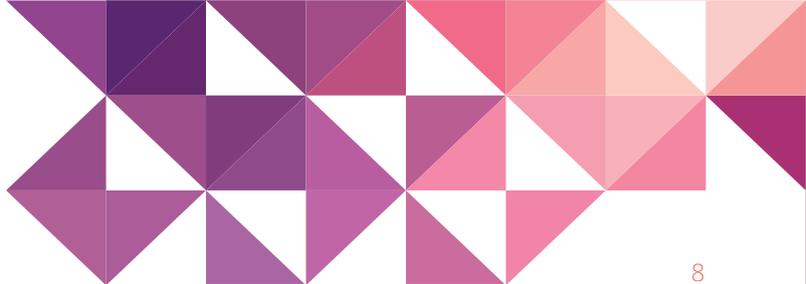
Bank: National Australian Bank
BSB: 084-004
Account: 608 350 148

8. CANCELLATION POLICY

In the event that the APP Conference is cancelled by TPGA or that the sponsor/exhibitor wishes to cancel (or reduce) their participation in the event, the following cancellation and refund policies apply:

All cancellations or requests to reduce allocated stand space after assignment of the space, must be made in writing to events@qldguild.org.au. Refunds will be paid within 30 days of the cancellation date.

Cancellation period	Key milestone	Event cancelled by TPGA due to COVID-19 Restrictions	Event cancelled by TPGA due to reasons other than COVID-19 Restrictions	Sponsor/exhibitor cancellation
7 September – 1 November 2020	Trade exhibition bookings open – 7 September 2020 50% deposit due at time of booking (failure to meet the payment terms may result in the cancellation of your sponsorship/stand)	5% cancellation fee will be deducted from the total cost of the booking	Full refund	5% cancellation fee will be deducted from the total cost of the booking
2 November 2020 – 2 February 2021	Trade exhibition promotion commences – 2 November 2020 Confirmed exhibitors' participation in the event will be promoted as outlined in the Trade Exhibition Prospectus	5% cancellation fee will be deducted from the total cost of the booking	Full refund	25% cancellation fee will be deducted from the total cost of the booking
3 February – 30 March 2021	50% balance due – 3 February 2020 Balance of fees are required by this date (failure to meet the payment terms may result in the cancellation of your sponsorship/stand)	10% cancellation fee will be deducted from the total cost of the booking	Refund of prorated share of the exhibition fees after deducting all reasonable costs and expenses associated with the event	35% cancellation fee will be deducted from the total cost of the booking
31 March – 8 April 2021	7 week lead in to the event	25% cancellation fee will be deducted from the total cost of the booking	Refund of prorated share of the exhibition fees after deducting all reasonable costs and expenses associated with the event	50% cancellation fee will be deducted from the total cost of the booking
9 April – 2 May 2021	Exhibitor review period: 9 April - 2 May 2021 Sponsorship/exhibitors are eligible to cancel due to personal safety concerns, company travel policy or other COVID-19 related criteria	30% cancellation fee will be deducted from the total cost of the booking	Refund of prorated share of the exhibition fees after deducting all reasonable costs and expenses associated with the event	75% cancellation fee will be deducted from the total cost of the booking
3 May – 19 May 2021	2 week lead in to the event	35% cancellation fee will be deducted from the total cost of the booking	Refund of prorated share of the exhibition fees after deducting all reasonable costs and expenses associated with the event	No refund will be provided



9. CANCELLATION, POSTPONEMENT OR RELOCATION OF APP CONFERENCE

a. TPGA reserves the right to cancel, postpone or relocate the APP Conference for any reason at TPGA's sole discretion (including, without limitation, by reason of the events listed below (each being a 'Force Majeure Event')):

i. TPGA determines, in its sole discretion that:

1. the venue at which the APP Conference is to be held is unfit for occupancy or otherwise holding the APP Conference;

2. the APP Conference will be materially impacted by reason of the elements (including adverse weather events or natural disasters), industrial action or labour disturbance or restraint, boycott, embargo, injunction, an act of war (whether declared or not) or terrorism, mobilisation of armed forces, civil commotion or riot, emergency declared by a Government agency, action or in action by a Government agency, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts of TPGA, an epidemic or pandemic (whether or not declared as such by the World Health Organisation) or any communicable disease outbreak or public health emergency (including COVID-19 or any related or derivative strains);

3. any other act, occurrence or non-occurrence has occurred beyond the control of TPGA that results in the APP Conference being materially impacted.

b. Where clause (a) applies, TPGA may elect, in its absolute discretion, to cancel, postpone or relocate the APP Conference or terminate the sponsor or exhibitor's booking and:

i. TPGA must notify the sponsor/exhibitor of the cancellation, postponement, relocation or termination as soon as possible;

ii. where TPGA has elected to postpone or relocate the APP Conference, any obligation of TPGA to the sponsor/exhibitor under the Contract will be suspended for the duration of the Force Majeure Event;

iii. where TPGA elects to cancel the APP Conference and/or terminate the sponsor's/exhibitor's booking, this Contract automatically terminates and the provisions of clause 10(b) apply;

iv. TPGA will not be in breach of this Contract by virtue of the cancellation, postponement, relocation or termination of the sponsor's/exhibitor's booking; and

v. Except as set out in clause (c) below, TPGA and each of its officers, employees, agents and contractors will not be liable for any loss, liability, demand, action, claim, judgement, damage, cost, charge or expense (including any legal cost or expense on a full indemnity basis), professional costs and expenses or obligation however it arises and whether based in contract, tort, statute or otherwise, that may be sustained by the sponsor/exhibitor as a result of such termination of the sponsor's/exhibitor's booking or cancellation, relocation or postponement of the APP Conference.

c. In the event of such termination, cancellation, relocation or postponement, the sponsor/exhibitor expressly waives any liability of TPGA and releases TPGA from all claims for damages such that TPGA will have no further liability to the sponsor/exhibitor, except to refund to the sponsor/exhibitor the amount set out in the cancellation policy above.

10. TERMINATION

a. TPGA may terminate the Contract (including the booking of any sponsor/exhibitor) with immediate effect by giving written notice to the sponsor/exhibitor, if the sponsor/exhibitor:

i. suffers an Insolvency Event; or

ii. the sponsor/exhibitor commits a breach of the Contract or the terms and conditions of the Venue notified to the sponsor/exhibitor and either:

1. the breach is irremediable in the opinion of TPGA (in its sole discretion); or

2. the breach is remediable and the sponsor/exhibitor fails to remedy that breach within a period of 7 days after the sponsor/exhibitor has received written notice requesting it to do so.]

For the purposes of this clause "Insolvency Event" means the occurrence of any one more of any of the following events in relation to the sponsor/exhibitor:

i. it is insolvent as defined in section 95A of the Corporations Act 2001 (Cth) (**Corporations Act**) or is unable to pay its debts as and when they become due and payable;

ii. any step is taken to appoint a receiver, receiver and manager, a liquidator or provisional liquidator, administrator, controller to any its assets, operations or business;

iii. any step is taken to enter into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;

iv. it proposes a winding up, dissolution or reorganization, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

v. it is taken to have failed to comply with a statutory demand under section 459F(1) of the Corporations Act;

vi. ceases to carry on business or threatens do so; or

vii. anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

b. On termination or expiration of this agreement:

i. each party must promptly deliver to the other all property belonging to the other that is in its possession or control;

ii. each party must pay to the other any sums that are outstanding and to be accounted for under the Contract;

iii. clauses 2(i), 6, 8, 10 and 12 survive termination or expiry of this Contract together with any other term which by its nature is intended to do so.

c. Termination or expiry of this agreement does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

11. REPRESENTATIONS AND WARRANTIES

a. Each party represents and warrants to the other that:

i. it has full authority and power to enter into and perform the Contract;

ii. the Contract constitutes a legal, valid and binding agreement enforceable in accordance with its terms; and

iii. it has received legal advice on the Contract and its operation.

12. GENERAL

a. Nothing in this Contract gives a party authority to bind the other party in any way.

b. The sponsor/exhibitor must not assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of TPGA.

c. No party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with the Contract unless the other party or parties expressly grants a waiver of the right, power or remedy in writing.

d. The Contract and any disputes arising out of or in connection with the subject matter of this document is governed by the laws of Queensland within the Commonwealth of Australia. Each party submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from them, in respect of any proceedings arising out of or in connection with the Contract.

e. If the whole of any part of a provision of this agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable. This clause does not apply if the severance of the provision would materially affect or alter the nature or commercial effect of the parties' obligations under the Contract.