OPPORTUNITY TO CONNECT WITH INDUSTRY LEADERS IN AUSTRALASIA’S GENOMICS AND GENOMIC TECHNOLOGY FIELD

SPONSORSHIP PROSPECTUS

20TH ANNIVERSARY CONFERENCE
30 October – 2 November 2022
Novotel Twin Waters
Sunshine Coast, Queensland
INVITATION FROM THE PRESIDENT

On behalf of the executives of the Australasian Genomic Technologies Association (AGTA), it is my great pleasure to welcome you to the 20th annual conference of the Association (AGTA-2022).

Whether you are a sponsor or an exhibitor our delegates offer an excellent audience to share your innovations and to market new technologies, products and services to our delegates. Our conferences are attended by senior scientists, laboratory heads and institute directors, who are often the decision makers on technology investments.

As a sponsor or an exhibitor, you will have the opportunity to expand your network, generate new leads and check out the competition. AGTA conferences are well recognised in the genomics community. Your commitment and support of AGTA is pivotal to the very existence of our conferences and to our ongoing success.

We have outlined a variety of sponsorship packages that have been specifically created to ensure that you get the best value for your investment. The sponsorship team is more than happy to discuss how to best tailor a package to suit your objectives.

We very much look forward to seeing you at AGTA-2022 and if you are not a local, to welcoming you to Sunshine Coast, Queensland.

Professor Marcel Dinger
AGTA President
REASONS WHY YOU SHOULD PARTNER WITH AGTA IN 2022

• Engage and connect with industry leaders, peak body representatives, opinion shapers and professionals working in Australasia’s genomics and genomic technologies field that are directly relevant to your target market
• Lead the agenda on key industry issues by supplying a Keynote Speaker for inclusion in the main Scientific Program (see details in the Platinum and Gold Packages)
• Exclusive branding opportunities including the Delegate Name Badge, Conference Dinner, Wi-Fi, Barista Cart, Welcome Reception
• Build relationships with delegates at key social functions
• Generate extensive new leads
• Increase your brand awareness before, during and after the conference through eDMs, signage, website, electronic handbook and program opportunities

• Drive awareness by participating in the exhibitor prize draw
• Expose your organisation to leading genomics researchers
• Communicate key messages by aligning your organisation with the conference themes (see below)
• Build long-term relationships with potential and existing customers
• 120+ delegates who are researchers and industry professionals from research institutes, genomic service providers, clinical facilities and universities **

**Expected delegate numbers are based on historical fact and are not guaranteed.
The AGTA 2022 themes will encompass the newest and most exciting genome technologies available and their applications across basic, translational and clinical research. Many AGTA members are early adopters of genomic technology platforms. We therefore expect that industry and trade sponsors will be given a prime opportunity to network with our research scientists and to showcase their new technology platforms and associated products.

We expect AGTA 2022 to attract a diverse audience who will be eager to learn more about new genomic technologies and how these can be applied in their research.
TESTIMONIALS

The Leishman team provided impeccable service once again made our AGTA 2019 experience a smooth and successful one. Everything went well before, during and after the event. The conference provided the opportunity for social interaction and exposure, which resulted in solid leads.

Stephanie Sun, BGI Australia

As a PhD student, I have been fortunate enough to attend several AGTA conferences including Melbourne 2019. As AGTA is a technology based conference, the committee does a great job blending both cutting edge scientific content with evolving new technologies. There is a strong focus on the development of students and early career scientists, both in supporting talks, posters and with student travel grants. I would highly recommend AGTA to anyone that is interested in genomic technologies and how these can be applied to virtually any scientific question. The network of friends and potential collaborators that I have developed will stand me in good stead as I move forward as a Scientist.

Sandra Fitzgerald, University of Auckland

KEY CONTACTS

Theni Kuppusamy  
Conference Manager  
Ph +613 6234 7844  
theni@laevents.com.au

Kim Murray  
Sponsorship & Exhibition Manager  
Ph +613 6234 7844  
kim@laevents.com.au

PROGRAM AT A GLANCE

Sunday 30 October 2022  
Exhibition Bump In  
Welcome Reception

Monday 31 October 2022  
Exhibition  
Conference Sessions  
Student Night  
VIP Night (By invite only)  
Poster Session

Tuesday 1 November 2022  
Exhibition  
Conference Sessions  
AGM  
Conference Dinner

Wednesday 2 November 2022  
Exhibition  
Conference Sessions  
Exhibition Bump Out

Please note, dates and times are a guide only and may be subject to change.
PREVIOUS SPONSORS & EXHIBITORS

- Agilent
- agrf
- Beckman Coulter Life Sciences
- BGI
- bio-strategy
- decode science
- FLUIDIGM
- Garvan Institute of Medical Research
- Google Cloud
- illumina
- IDT
- Human Genome Science
- Illumina
- New England BioLabs
- Novogene
- Oxford Nanopore Technologies
- Partek
- PathTech
- PerkinElmer
- Qiagen
- Ramaciolti Centre for Genomics
- Soft Computer
- TECAN
- Thermofisher Scientific
- TrendBio
- TWIST Bioscience
PLATINUM SPONSOR

This desirable sponsorship package offers branding across the conference, including an exclusive sponsorship of either the Barista Cart or the Conference Dinner, and the opportunity to supply a Keynote Speaker. This substantial sponsorship package can be tailored to your organisation’s specific needs to deliver the highest possible return on your investment.

PROMOTION

• Joint Platinum sponsorship of AGTA 2022
• Opportunity to supply a keynote speaker for inclusion in the Scientific Program.
• Opportunity to address delegates in a conference plenary session (three minutes)
• Four tickets to the VIP Dinner. The VIP Dinner is a private, invitation-only event and guests will include executive members of AGTA, keynote and invited speakers, as well as platinum and gold sponsors
• Sponsor’s own signage prominently displayed at the venue (maximum of two pull up banners to be displayed)
• One full page (A4) advertising space in the electronic conference handbook (finished artwork to be supplied by sponsor)
• Logo recognition in all conference promotional material, including conference program and venue signage
• Company logo and profile in the electronic conference handbook, app and website (including link)
• One electronic brochure on the conference app
• Opted-in delegate list – name, organisation, position, city, country

KEYNOTE SPEAKER

• Opportunity to supply a Keynote Speaker for inclusion in the main Scientific Program
• Sponsor’s logo displayed at the commencement and conclusion of the Keynote Speaker address

EXHIBITON AND REGISTRATION

• One 6m x 3m exhibition booth
• Four registrations including day catering, conference dinner and the welcome reception

Please select one of the following options:

Barista Cart

This popular package allows you to brand the Barista Cart area, including:
• Barista cart signage (artwork to be supplied by sponsor)
• Acknowledgement in the program as the Barista Cart Sponsor
• Opportunity to supply branded aprons and caps (supplied by sponsor)
• Literature on the coffee tables (supplied by sponsor)

Conference Dinner

• Exclusive sponsorship of the Conference Dinner
• Verbal recognition as the Conference Dinner sponsor throughout the dinner
• Logo featured on menus and any other related dinner collateral
• Opportunity to welcome delegates to the dinner (three minutes maximum)
• Opportunity to provide a small, branded gift for each dinner guest (to be provided by sponsor)
• Sponsor’s own signage prominently displayed at the venue (maximum of two pull up banners to be displayed)

* Supply of the Keynote Speaker is at the sponsor’s own expense and is subject to approval by the conference organising committee following an application process. Time allocated to the speaker will be at the discretion of the conference organising committee. Applications need to be submitted early to secure a place as the technical program fills up quickly.
GOLD SPONSOR

Opportunity to supply a Keynote Speaker to the Scientific Program AND your choice to sponsor either the Conference App or the Welcome Reception.

PROMOTION

• Recognition as a Gold Sponsor of AGTA 2022
• Opportunity to supply a Keynote Speaker for inclusion in the main Scientific Program*
• Two tickets to the VIP Dinner. The VIP Dinner is a private, invitation only event and guests will include Executive Members of AGTA, Keynote and Invited Speakers, as well as Platinum and Gold Sponsors
• One full page advertising space in the electronic conference handbook (finished artwork to be supplied by sponsor)
• Logo recognition as a Gold Sponsor in all conference promotional material, including conference program and venue signage
• Company logo and profile in the electronic conference handbook, app and website (including link)
• One electronic brochure on the conference app
• Opted-in delegate list – name, organisation, position, city, country

KEYNOTE SPEAKER

• Opportunity to supply a Keynote Speaker for inclusion in the main Scientific Program*
• Sponsor’s logo displayed at the commencement and conclusion of the Keynote Speaker address

EXHIBITION & REGISTRATION

• One 3m x 3m exhibition booth
• Three registrations including day catering, conference dinner and the welcome reception

$15,000 (2 available)

Please select one of the following options:

Conference App

• Exclusive sponsorship of the Conference App
• Banner and landing page advertisement to be included on the Conference App (artwork supplied by sponsor)
• Acknowledgment as the Conference App Sponsor on App instructions

Welcome Reception

• Exclusive sponsorship of the conference Welcome Reception
• Recognition as the Welcome Reception Sponsor (with organisation logo) on the conference website
• Sponsor’s own signage prominently displayed at the venue (maximum 2 pull up banners to be displayed)
• Opportunity to welcome delegates to the Welcome Reception (3 minutes maximum)

* Supply of the Keynote Speaker is at the sponsor’s own expense and is subject to approval by the conference organising committee following an application process. Time allocated to the speaker will be at the discretion of the conference organising committee. Applications need to be submitted early to secure a place as the technical program fills up quickly.
SILVER SPONSOR

$10,000 (2 available)

PROMOTION

- Recognition as a Silver Sponsor of AGTA 2022
- One full page advertising space in the electronic conference handbook (finished artwork to be supplied by sponsor)
- Logo recognition as a Silver Sponsor in all conference promotional material, including conference program and venue signage
- Company logo and profile in the electronic conference handbook, app and website (including link)
- One electronic brochure on the conference app
- Opted-in delegate list – name, organisation, position, city, country

EXHIBITION & REGISTRATION

- One 3m x 3m exhibition booth
- Two registrations including day catering, conference dinner and the welcome reception

Please select one of the following options:

Delegate Name Badge

- Exclusive sponsorship of Delegate Name Badges including logo recognition on each Delegate Name Badge along with the conference logo
- Recognition as the Delegate Name Badge Sponsor (with organisation logo) on the conference website

Wi-Fi

- Exclusive sponsorship of the Conference Wi-Fi
- Recognition as the Wi-Fi Sponsor (with organisation logo) on the conference website
- Logo recognition as the Wi-Fi Sponsor on access instruction information
BRONZE SPONSOR

PROMOTION

- Recognition as a Bronze Sponsor of AGTA 2022
- Logo recognition as a Bronze Sponsor in all conference promotional material, including conference program and venue signage*
- One half page advertising space in the electronic conference handbook (finished artwork to be supplied by sponsor)
- Company logo and profile in the conference handbook, app and website (including link)
- One electronic brochure on the conference app
- Opted-in delegate list – name, organisation, position, city, country

EXHIBITION & REGISTRATION

- One 3m x 3m exhibition booth
- One registration including day catering, conference dinner and the welcome reception

Please select one of the following options:

Refreshment Break – 2 available

- Exclusive sponsorship of one day’s refreshment breaks during the conference (morning tea, lunch & afternoon tea)
- Sponsor’s own signage prominently displayed at the venue (maximum one pull up banner to be displayed)
- Company literature may be displayed on the catering stations on the day of sponsorship
- Signage acknowledging you as the Refreshment Break Sponsor on the catering stations

Poster Session

- Exclusive sponsorship of the official Poster Presentation session at the conference

$6,000 (multiple available)

- Your organisation logo to appear on the screen in the plenary hall prior to the Poster Session and acknowledgement given by the last sessions Chair
- Opportunity to supply posters that can be added to the poster session display as advertising for the sponsor

Best Poster Student Award

- Exclusive sponsorship of the Best Poster Student Award at the conference
- Organisation logo printed on relevant Award Certificate
- Opportunity for one representative to attend the award presentation and present the award

Best Poster Early Career Researcher Award

- Exclusive sponsorship of the Best Poster ECR Award at the conference
- Organisation logo printed on relevant Award Certificate
- Opportunity for one representative to attend the award presentation and present the award

Session Sponsor – multiple available

- Exclusive sponsorship of one of the Sessions at the conference
- Sponsor’s logo in the program at the relevant session
- Sponsor’s logo displayed at the commencement of the session

Keynote Speaker Sponsor – multiple available

- Exclusive sponsorship of one Keynote Speaker presentation at the conference
- Sponsor’s logo in the program for the Keynote Speaker presentation
- Sponsor’s logo displayed at the commencement and conclusion of the Keynote Speaker address
ADVERTISING

ELECTRONIC ADVERTISEMENT – CONFERENCE HANDBOOK
Full page $500

ELECTRONIC BROCHURE – CONFERENCE APP
Full page $250

EXHIBITION

Taking an exhibition booth is a great way to position your organisation, connect with conference delegates and promote your products and services. With the exhibition area open for the duration of the conference, that’s a whole lot of quality exposure for your organisation. All conference lunch and refreshment breaks will be held in the exhibition area to ensure a high traffic flow of delegates.

The floor plan for the exhibition will be forwarded as soon as it is finalised. Please note the floor plan is subject to change at the discretion of the venue or the conference organisers at any time.

EXHIBITION FEATURES

- One 3m x 3m (2.4m high) shell structure booth
- White melamine back and side walls
- Organisation name on fascia board (30 characters)
- 2 x 120w spotlights
- 1 x 4amp/100w power outlet

Please note that no furniture is included as part of the exhibition package.

PROMOTION

- Company logo and profile in the electronic conference handbook and on the website (including link)
- Company logo included on venue signage and promotional materials
- One electronic brochure on the conference app
- Delegate List – (name, position, company, state, country only)

REGISTRATION

- One exhibitor registration including day catering and Welcome Reception (does not include the Conference Dinner)

CUSTOM BUILT DISPLAYS

A custom build will need to be approved by the venue 6 weeks prior to the conference.

Please contact Kim or Kan for details.

kim@laevents.com.au         kan@laevents.com.au
ADDITIONAL TICKETS & REGISTRATIONS

All staff on site must be registered to attend either by utilising your complimentary registration or by purchasing additional exhibitor registrations for $600 each, which includes:

- Daily catering
- Attendance at conference sessions
- Attendance at the conference welcome reception

Conference dinner tickets may be purchased separately.

This Exhibitor/ Sponsor Pass is significantly reduced from the standard delegate fee as recognition of your company’s support of the event. Please note there is a maximum of two additional exhibitor registrations per sponsor or exhibitor.

PUBLIC LIABILITY INSURANCE

Australian regulations require all exhibitors to have adequate Public Liability Insurance cover based on a limit of indemnity to the value of $10,000,000 or above. This refers to damage or injury caused to a third party/visitor on or in the vicinity of, an exhibition stand. Exhibitors are required to submit their Public Liability Insurance Certificate when they confirm their booking.

APPLIANCE TESTING

All electrical appliances and leads used on site must comply with the Australian Standard AS/NZ 3760:2010, which requires the appliance to be inspected, tested and tagged. Items that do not comply will not be permitted to be used onsite. Electrical items such as switchboards, cables and outlet fittings must comply with the Australian electrical wiring standard AS/NZS 3000:2007, and be installed by a qualified A grade electrician. Note: Double adaptors will not be permitted onsite, instead power boards with overload cut off are permitted. The venue is at liberty to check that the electrical appliances that you bring onsite are appropriately tagged.
SPONSOR AGREEMENT

“A”

This is annexure “A” to the Sponsorship Application completed and submitted by the Sponsor.

PARTIES:
LEISHMAN ASSOCIATES PTY LTD (ABN 22 103 078 897) (“We”, “Us”, “Our”), as agent for and on behalf of AUSTRAILASIAN GENOMIC TECHNOLOGIES ASSOCIATION (AGTA) (ABN 45 833 973 608) of C/- Royal Melbourne Hospital LPO, PO Box 2071, Royal Melbourne Hospital Victoria 3050 (“Host”).

and

THE SPONSOR IDENTIFIED IN THE SPONSORSHIP APPLICATION, TO WHICH THIS AGREEMENT COMPRIS ES ANNEXURE “A” (“Sponsor”).

BACKGROUND:
The Sponsor wishes to sponsor the Event by providing the Sponsorship Contribution in return for the Sponsorship Benefits, on the terms and conditions contained in this Agreement.

OPERATIVE PROVISIONS:
1. INTERPRETATION
1.1. Definitions

<table>
<thead>
<tr>
<th>Expression</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>This document, as amended by written agreement from time to time.</td>
</tr>
<tr>
<td>Confidential</td>
<td>Confidential information pertaining to a party, or to the subject matter of this Agreement, the Event, the Sponsorship Contribution and the Sponsorship Benefits.</td>
</tr>
<tr>
<td>Event</td>
<td>The conference or event, if any, identified in the Sponsorship Application.</td>
</tr>
<tr>
<td>GST</td>
<td>The tax imposed or assessed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time and associated legislation.</td>
</tr>
<tr>
<td>Host</td>
<td>The person, company or organisation that has engaged Us to provide event-management services in connection with the Event, identified in the Sponsorship Application and on page 1 of this Agreement.</td>
</tr>
<tr>
<td>Insolvency</td>
<td>Any form of administration in insolvency including bankruptcy, liquidation, receivership or voluntary administration, compromise with creditors, ceasing to trade or being unable to pay debts as they fall due.</td>
</tr>
<tr>
<td>Intellectual</td>
<td>All forms of intellectual property throughout the world including trade marks (whether registered or unregistered) and copyright.</td>
</tr>
<tr>
<td>Property</td>
<td>All officers, employees, agents, contractors and guests of the Sponsor.</td>
</tr>
</tbody>
</table>

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

(a) A reference to:

(i) a party to this Agreement or to any other document or agreement includes a successor, permitted substitute or a permitted assign of that party;
(ii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
(iii) conduct includes any omission, representation, statement or undertaking, whether or not in writing;
(iv) anything (including a right, obligation or concept) includes each part of it; and
(v) except as otherwise provided, a reference to a period of time (including without limitation, a year, a month and a day) is to a calendar period;
(b) A singular word includes the plural, and vice versa and a word which suggests one gender includes any gender;
(c) If a word is defined, another part of speech has a corresponding meaning;
(d) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing. Specifying anything in this document after the words including or includes or similar expressions does not limit what else might be included unless there is express wording to the contrary;
(e) A reference to dollars or $ is to Australian currency unless otherwise specified;
(f) Interpretation of any covenant clause or word mentioned herein shall not be restricted by reference to any other covenant clause or word mentioned herein or by the juxtaposition of the same; and

(g) This Agreement constitutes the entire agreement between the parties concerning its subject matter and no discussion or correspondence referring to that subject matter shall be binding unless expressly incorporated in this document.
(h) The parties agree that, to the extent that it is legally permissible to contract out of those laws:

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

2. SPONSOR ENTERS INTO THIS AGREEMENT FOR ITSELF AND RELEVANT PERSONS

2.1. We are an agent for the Host
The Sponsor acknowledges and agrees that We enter into this Agreement in Our capacity as agent for and on behalf of the Host. All of Our obligations, rights and remedies under this Agreement are obligations, rights and remedies of the Host. To the extent that this Agreement confers a benefit (including but not limited to any limitation of liability), right or remedy on the Host, it is intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy.

2.2. Sponsor must ensure compliance by all Relevant Persons
The Sponsor acknowledges and agrees that it enters into this Agreement for itself and as duly authorised agent for all Relevant Persons and the Sponsor must ensure that all Relevant Persons comply with this Agreement in all respects.

3. SPONSORSHIP PROSPECTUS AND SPONSORSHIP APPLICATION

3.1. This Agreement applies if We accept the Sponsorship Application
This Agreement applies if, and commences when, We accept the Sponsorship Application. We may reject a Sponsorship Application for any reason We deem fit, including that any sponsorship package has been sold out or that We consider that the Sponsor is inappropriate for the Event.

3.2. Sponsorship Prospectus and Sponsorship Application
The Sponsor warrants and agrees that:

(a) it has received and read the Sponsorship Prospectus thoroughly and that all information provided in the Sponsorship Application is true and correct;
(b) the Sponsor is not aware of any fact or circumstance, whether actual or potential, that would cause the Sponsor to breach this Agreement, or that may entitle Us to terminate it, including for breach of clause 12.2(b)(i) (termination for dispute); and
(c) the individual who accepts these terms and conditions is duly authorised to do so.
4. SPONSORSHIP CONTRIBUTION

4.1. Provision of the Sponsorship Contribution
The Sponsor must provide the Sponsorship Contribution in the sum(s) of money and by the dates and times or subject to completion of the milestones or prerequisites, if any, specified in the Sponsorship Prospectus and in all cases, where the Sponsorship Contribution is money:

(a) as to 50% of the Sponsorship Contribution, within 14 days of the date of Our tax invoice, or 30 days before the commencement of the Event, whichever is earlier; and
(b) as to the remaining 50% of the Sponsorship Contribution, within 14 days of the date of Our payment reminder, or 30 days before the commencement of the Event, whichever is earlier, in the manner specified in the Sponsorship Prospectus.

4.2. Sponsorship not exclusive to the Sponsor
Except as expressly specified to the contrary in the Sponsorship Prospectus, neither this Agreement nor the sponsorship are exclusive to the Sponsor in any respect.

5. SPONSORSHIP BENEFITS

5.1. Provision of the Sponsorship Benefits
Subject to the Sponsor’s compliance with this Agreement, and subject to the completion of any milestones or prerequisites as provided in the Sponsorship Prospectus, the Sponsor is entitled to the Sponsorship Benefits specified in the Sponsorship Prospectus, commensurate with the classification, level or type of sponsorship package selected in the Sponsorship Application.

5.2. Sponsorship Benefits subject to Venue Rules
The Sponsor must at all times comply with the Venue Rules and all instructions issued by Us or the venue operator. We and the operator of each venue have the right, if the Sponsor does not comply with the Venue Rules, to eject the Sponsor and Relevant Persons from the venue and the Sponsor must comply with (and ensure that its employees and contractors comply with) any directions of a venue operator, as regards the Sponsor’s/their presence at the relevant venue.

6. NO WARRANTY AS TO SUCCESS, ETC, OF EVENT

6.1. No warranty re success of the Event
The Sponsor acknowledges and agrees that We do not make and have not made any binding warranty, promise, representation or prediction concerning:

(a) the number and types of the businesses, products or services that will sponsor the Event or promote their products or services at the Event;
(b) the number of persons who shall attend the Event, their seniority or status, or the nature of the businesses they may represent; and/or
(c) the number or value of sales or sales leads that the Sponsor may obtain as a result of the sponsorship.

Any predictions We may make or have made concerning the Event, its likely attendance, performance or returns or statistics that We may provide or have provided concerning previous events, are/were provided in good faith, but they are not binding upon Us and the Sponsor warrants that it has not relied and will not rely on them.

7. ADDITIONAL OBLIGATIONS OF SPONSOR AND RELEVANT PERSONS

7.1. Conduct at the Event
At all relevant times the Sponsor must (and also must ensure that Relevant Persons):

(a) comply with the Venue Rules;
(b) conduct itself in a reasonable, respectful, considerate and lawful manner;
(c) be attired in a manner that is appropriate to the Event and that will not cause offence to any person;
(d) ensure that all Relevant Persons wear and display identification badges or lanyards provided;
(e) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
(f) if Relevant Persons consume alcohol, they do so reasonably and responsibly, and not so as to become intoxicated;
(g) not carry, consume or supply unlawful drugs;
(h) observe “no-smoking” signs and directions;
(i) not place the safety and health of any person(s) at the Event at risk;
(j) participate in any safety inductions or briefing as We, Our Client or the authorised staff of the Venue may direct;
(k) not cause personal injury to, or defame, any person or damage the property of any person;
(l) be respectful towards other sponsors, exhibitors, speakers and others and refrain from causing a nuisance or interrupting or disrupting programme content, whether by making noise or otherwise;
(m) comply with the COVID-19 protocols set out in clause 21; and
(n) comply promptly with Our reasonable and lawful directions, those of Our contractors and those of the relevant venues.

7.2. Virtual Events
If the Event is wholly or partly to be conducted by virtual (i.e., online) means:

(a) the provisions in this Agreement that, in practice, can only apply to a “face-to-face” event, do not apply to the virtual or on-line component of the Event; and
(b) the Sponsor must comply with the rules of participation posted to the relevant online platform or website, as the case may be.

8. GST

8.1. GST to be paid on taxable supplies
All consideration provided for a supply under this Agreement or referred to in the Sponsorship Prospectus is calculated exclusive of GST unless the contrary is clear. The Sponsor agrees that it must pay GST, at the prevailing rate, on the Sponsorship Contribution.

9. CANCELLATION OF THE EVENT BY US/HOST;
CANCELLATION OF SPONSORSHIP BY SPONSOR

9.1. We/Host may cancel the Event
The Sponsor acknowledges and agrees that the Event may be cancelled from time to time for many different reasons, including but not limited to circumstances beyond Our control or the control of the operator of the Venue.

9.2. We are not liable if the Event is cancelled
Subject to clause 9.4, the Sponsor agrees that We have no liability to the Sponsor or any Relevant Person for any losses, damage, liability or claim caused directly or indirectly by cancellation of the Event for any reason whatsoever, including but not limited to travel and accommodation costs.

9.3. Postponed Event, change of primary venue, conversion of Event into a fully-on-line or “virtual” event
(a) Subject to paragraph (b) of this clause, if We determine to postpone the Event to a later date to that specified in the Sponsorship Prospectus, to hold the Event at a different primary venue, or to convert the Event to a fully or partly on-line (or “virtual”) event, the Sponsor agrees that the Event is varied, but not cancelled and the provisions of clause 17 will apply.
(b) If a component of the Event is effectively cancelled as a result of a variation of the Event, and the Sponsorship Benefits are converted solely to that component, We will refund all monies paid, unless the parties agree in writing on alternative Sponsorship Benefits.

9.4. Consequences of cancellation of Events
Where the Event is cancelled (but not varied or postponed), We will notify the Sponsor of such cancellation by email and We will refund all monies paid.

9.5. Cancellation of Sponsorship by Sponsor
(a) Subject to paragraph (b), the Sponsor may, by email to Us, cancel the Sponsorship for any reason, at any time before the date that is 30 days before the commencement of the Event (but not later), whereupon:
(i) the Sponsor must pay 50% of the Sponsorship Contribution; and
(ii) if, at the date of the Sponsor’s notice, the Sponsor has paid more than that sum, We will refund the difference.

For the avoidance of doubt, the Sponsor may, by email to Us, cancel the Sponsorship after the date that is 30 days before the commencement of the Event, but the Sponsor must pay the Sponsorship Contribution in full and no refund will be given.

(b) For the purposes of this clause 9.5(b):
(i) “Force Majeure” includes (but only if it has a Relevant Effect), war, civil disturbance, acts of terrorism, strikes and lock-outs, natural disasters (whether naturally occurring or caused by human act or omission) including fire, flood and storm, volcanic or seismic activity, power and communication outages, and any declared public health emergency, epidemic or pandemic (including COVID-19); and
(ii) “Relevant Effect” means that the Force Majeure has (or will, with reasonable certainty, have) the direct effect of making it unlawful or practically impossible for the Sponsor to attend the Event or to “man” any related exhibition for which the Sponsor may have registered for Event.

If Force Majeure occurs, the Sponsor may, at any time before the commencement of the Event, notify Us by email that the Sponsor wishes to cancel its Sponsorship, giving particulars of the Force Majeure and the Relevant Effects (a “Force Majeure Cancellation Notice”). Upon receipt of a Force Majeure Cancellation Notice, We will consider it in good faith and if, acting reasonably, We accept the particulars given, We will refund all monies We have received under this Agreement, less a fee of five hundred dollars ($500) including GST, to cover administration and other costs.

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10. SPONSOR TO PROVIDE MATERIALS AND INFORMATION

10.1. Sponsor to provide information in timely manner
The Sponsor must, within the times We may request, and in such form as We require, provide to Us all information, banners, images, promotional materials and other documents, works and things which may be required, or that We may reasonably request, to enable the supply of the Sponsorship Benefits. We are not liable to the Sponsor for any delay in or failure to provide Sponsorship Benefits if the Sponsor does not comply with this clause. We may terminate this Agreement by written notice to the Sponsor if:

(c) if:

written notice to the other party, terminate this Agreement with immediate effect

10.2. Sponsor warrants re information and materials provided
The Sponsor warrants that all information and materials provided to Us are accurate, not misleading or deceptive, comply with all applicable laws and any applicable code of conduct or ethics, of which notice is given to the Sponsor, and that they do not defame any person or infringe the Intellectual Property or other legal rights of any person.

10.3. We may refer to Sponsor in promotional materials for the Event
We may, on any website for the Event, in social media and in any other materials published in any medium for promotion of the Event, refer to the Sponsor as a sponsor of the Event, and use the information and materials provided under this clause 10.

11. SUSPENSION AND EJECTION

11.1. Suspension and ejection rights
If We, acting reasonably, consider that the Sponsor (including by the actions or omissions of any Relevant Person) is in breach of this Agreement in any respect (including if the Sponsorship Contribution is not paid/provided by the date(s) specified in the Sponsorship Prospectus), or if there is any other reasonable cause:

(a) We may suspend any or all of the Sponsorship Benefits until We are satisfied that compliance will resume; and/or
(b) We may, without liability to the Sponsor or any Relevant Person, eject the Sponsor and any or all Relevant Persons from the Event and/or refuse entry to the Event or any part of the Event, and the exercise of this remedy is not Our exclusive remedy.

12. TERMINATION

12.1. Termination for cause—general
Either party to this Agreement (the “Terminating Party”) may, at its option, by written notice to the other party, terminate this Agreement with immediate effect if:

(a) the other party is subject to an Insolvency Event;
(b) the other party commits a breach of any term or warranty of this Agreement which is capable of rectification but not rectified to the reasonable satisfaction of the Terminating Party within 7 days, or such lesser reasonable period, given the proximity of the breach to the Event date(s) after receipt of a notice by the Terminating Party specifying the breach; or
(c) the other party commits a breach of any term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

12.2. Our additional termination rights
We may terminate this Agreement by written notice to the Sponsor if:

(a) the Sponsor fails to pay the Sponsorship Contribution, or any part of it, by the due date for payment or supply; and/or
(b) if the Sponsor commits (or has committed) any act or omission which, in Our reasonable opinion, may cause disrepute or materially damage Our reputation, or that of the Event.

12.3. Sole rights of termination
The rights of termination in this clause 12 and otherwise expressly set out in this Agreement are the sole rights of termination exercisable by the parties, but in all other respects the common law rights and remedies of the parties are preserved. For example, on termination of this Agreement for default, a party may exercise its right to claim damages from the defaulting party except as otherwise expressly excluded or limited under this Agreement.

12.4. Consequences of termination
On termination of this Agreement by either party for any reason:

(a) the Sponsor must cease referring to itself as a sponsor of the Event;
(b) We will, to the extent that it is practicable for Us to do so:

(i) cease making subsequent references to the Sponsor as a sponsor of the Event;
(ii) delete or destroy all information, promotional and other materials in Our possession that contain any such reference;
(c) each party must cease making further use of the Intellectual Property of the other party; and
(d) any and all rights and remedies, which had accrued to the benefit of the parties to the date of termination, survive.

13. LIMITATION AND EXCLUSION OF LIABILITY

13.1. Limitation of Our liability
Subject to clause 13.2:

(a) Our total aggregate liability and the liability of Our employees, agents and contractors, to the Sponsor and any Relevant Person, for breach of this Agreement, for negligence or other tort and any other cause of action, will not exceed a sum being the equivalent of the total monetary value of the Sponsorship Contribution.

(b) The word “liability” (in the phrase “total aggregate liability”) in paragraph (a) means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was wilful, negligent or otherwise, whether such liability arose in Tasmania, or in any other jurisdiction, and for any loss (including personal injury), damage or expense (including legal costs and disbursements).

(c) Where Our liability arises in connection with the supply of services under statute (including but not limited to the Competition and Consumer Act 2010 (Cth)), then to the extent permissible by law, Our liability is limited (at Our option), in aggregate, to supplying those services or the Sponsorship Benefits again, or the cost of supplying those services or the Sponsorship Benefits again.

13.2. Exclusion of certain liabilities
We are not liable to the Sponsor or any Relevant Person, for loss of profit loss of savings, loss of savings, loss of opportunity, damage to reputation and/or indirect and consequential loss.

14. INDEMNITY AND RELEASE AND LOSSES WE MAY RECOVER

14.1. Indemnity and release
The Sponsor must indemnify, and hereby release Us and Our respective employees, contractors and agents from and against all claims, actions, demands, losses, liability, cost or expenses (including any claims, actions or demands made or brought by the Venue operator, attendees of the Event and other third parties), caused in whole or in part by, or arising in connection with:

(a) its breach of this Agreement;
(b) its negligence or other tort;
(c) its breach of the Venue Rules;
(d) its breach of any other legal duty or obligation, even if not limited to any statutory duty;
(e) the presence, use, display, transportation, construction, installation, display or removal of any promotional materials or content, and for the avoidance of doubt this indemnity and release applies to:

(i) claims, actions and demands made on the basis of any cause of action;
(ii) claims, actions and demands for loss of any kind including but not limited to personal injury, loss of or damage to property of any person (including but not limited to the venue operator), loss of the kind referred to in clause 14.2, infringement of Intellectual Property, damage to reputation, economic loss, indirect loss and consequential losses; and
(iii) legal costs and disbursements on a full indemnity basis.

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

14.2. Losses recoverable by Us
The Sponsor acknowledges and agrees that:

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

15. INTELLECTUAL PROPERTY

15.1. No transfer of Intellectual Property
Nothing in this Agreement constitutes a transfer of any Intellectual Property of a party to the other party. The rights conferred on each party to use the Intellectual Property of the other party rest in contract only. For the avoidance of doubt, all Intellectual Property in a work created by a party for the purposes of the Event and the performance of a party’s obligations under this Agreement remains the property of the party that created that work.

15.2. Licence of Sponsor’s Intellectual Property to Us
The Sponsor grants to Us a world wide, non-exclusive, non-transferable (except in the case of permitted assignment or novation of this Agreement) licence to use its Intellectual Property for the sole purposes of providing the Sponsorship Benefits and otherwise performing Our obligations and exercising Our rights under this Agreement. The Sponsor warrants that the use of its Intellectual Property, as permitted under this Agreement, will not infringe the Intellectual Property rights of any third party.
16. CONFIDENTIAL INFORMATION AND PRIVACY

16.1. Non-disclosure
A party must not disclose any Confidential Information of the other party to a third party, excepting that a party may disclose Confidential Information of the other party if the disclosure is:
(a) reasonably necessary to perform its obligations under this Agreement;
(b) legally compelled by a court or other authority of competent jurisdiction;
(c) made to a legal advisor, patent attorney, accountant or other professional advisor to whom a copy of this Agreement is supplied; or
(d) made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion.

16.2. Privacy
At all relevant times the parties must comply with all applicable privacy laws.

16.3. Consent of Sponsor
The Sponsor grants its irrevocable consent to Our disclosure of the Sponsor’s Confidential Information and personal information to the Host.

17. VARIATION AND POSTPONEMENT OF EVENT

17.1. We may vary Event
The Sponsor acknowledges and agrees that the Event is subject to variation by Us at any time and from time to time for any reason, without liability to the Sponsor or any Relevant Person, including but not limited to changes to:
(a) the primary venue or the location of the Event or components of the Event within the venue;
(b) the date(s) of the Event;
(c) the method of delivery of the Event, such as by converting the Event to a fully or partly on-line or “virtual” event;
(d) programme content, its order or session times, the speakers, entertainers and other presenters;
(e) the social programme and any venue for dinners and other social events.

If (and only if) the Event is postponed, moved to a different primary venue or converted to a fully or partly on-line or “virtual” event, We will give the Sponsor notice of the relevant variation(s). In all other cases, details of material changes will be posted to the Event Website. The Sponsor is responsible for checking for such notifications/alerts prior to the Event.

17.2. Sponsor’s entitlement to refund in certain cases
If the Event is postponed, moved to a different primary venue or converted to a fully on-line or “virtual” event, the Sponsor may notify Us within 14 days of cancellation of the Sponsorship and a full refund will be provided within 30 days of the end of the Event. If the Sponsor does not notify Us of such cancellation within the aforementioned 14-day period, the Sponsor is deemed to have accepted the variation and the Sponsorship remains on foot and the Sponsorship Contribution is payable in full.

18. ASSIGNMENT AND NOVATION

18.1. Sponsor not to assign etc.
The Sponsor must not assign or novate this Agreement without Our prior written consent. We may novate or assign this Agreement to any party nominated by Us. If We wish to assign or novate this Agreement, We will give written notice to the Sponsor and will provide an assignment or novation deed or agreement, which provides, among other things, that:
(a) the Sponsor consents to the assignment or novation as the case may be;
(b) the assignee/novatee agrees to comply with any provisions of this Agreement and perform any outstanding obligations under this Agreement; and
(c) the Sponsor releases Us from further liability under this Agreement and in connection with the Event, and the Sponsor must duly execute and deliver that document promptly to Us.

19. NOTICES

19.1. How given
Any notice, approvals, request or demand or other communication (“notice”) to be given under this Agreement must be in writing and must be delivered by email. Notices to Us must be sent to the following addresses:
Email: kim@laevents.com.au
Attention: Kim Murray
or such other address that We may notify the Sponsor in writing.

19.2. When served
A notice given:
(a) by email is served on the day of transmission in the location of the recipient, unless the sender’s machine generates a report that the email was not sent at all or in its entirety. If the email has not been completely transmitted by 5 pm (determined by reference of the time of day at the recipient’s address) it will be regarded as having been served on the next business day; and
(b) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient’s address) after such day. For the purposes of this clause, a “business day” is a day other than a Saturday, Sunday or public holiday at the recipient’s address.

20. FURTHER ASSURANCES

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

21. COVID-19 SAFETY

21.1. Relevant Persons must not attend the Event in certain circumstances
A Relevant Person must not attend the Event if he/she:
(a) has been diagnosed as having COVID-19, is feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue (in this clause, “COVID Symptoms”);
(b) has been in contact, in the 14-day period before the Event, with any person that has tested positive to COVID-19 or has displayed COVID Symptoms; or
(c) has travelled, in the 14-day period before the Event, to Australia from overseas, to the place of the venue from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID-19.
EXHIBITOR AGREEMENT

“A”
This is annexure “A” to the Exhibitor Application completed and submitted by the Exhibitor

PARTIES:
LEISHMAN ASSOCIATES PTY LTD (ABN 22 103 078 897) (“We”, “Us”, “Our”), as agent for and on behalf of AUSTRALASIAN GENOMIC TECHNOLOGIES ASSOCIATION (AGTA) (ABN 45 833 973 608) of C/- Royal Melbourne Hospital LPO, PO Box 2071, Royal Melbourne Hospital Victoria 3050 (“Host”) and

THE EXHIBITOR IDENTIFIED IN THE SCHEDULE (“Exhibitor”)

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

OPERATIVE PROVISIONS:

1. INTERPRETATION

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

<table>
<thead>
<tr>
<th>Expression</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>This document, any annexures or other documents incorporated by reference, including the Exhibition Prospectus and the Exhibitor Application.</td>
</tr>
<tr>
<td>Confidential</td>
<td>Information pertaining to the subject matter of this Agreement, a party’s employees, agents and contractors, a party’s customers or suppliers, a party’s finances, business and marketing plans, transactions and activities, a party’s products and/or services and a party’s Intellectual Property. The expression includes information no matter how or when it is received and whether the information is marked or labelled “confidential”, “secret” or otherwise.</td>
</tr>
<tr>
<td>Information</td>
<td></td>
</tr>
<tr>
<td>Event</td>
<td>The conference or event identified in the Exhibition Prospectus and the Exhibitor Application.</td>
</tr>
<tr>
<td>Exhibition</td>
<td>The Exhibitor’s exhibition stand, booth, stall or other promotional structure, installation or presence at the Event.</td>
</tr>
<tr>
<td>Exhibition Fee</td>
<td>The sum(s) of money that the Exhibitor must pay under this Agreement, as specified in the Exhibition Prospectus.</td>
</tr>
<tr>
<td>Exhibition Manual</td>
<td>The document, if any, that We provide to the Exhibitor.</td>
</tr>
</tbody>
</table>

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

(a) Headings and catchwords are for convenience only, and do not affect interpretation;
(b) A reference to:
   (i) a party to this Agreement or to any other document or agreement includes a successor, permitted substitute or a permitted assign of that party;
   (ii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
   (iii) conduct includes any omission, representation, statement or undertaking, whether or not in writing;
   (iv) anything (including a right, obligation or concept) includes each part of it; and
   (v) except as otherwise provided, a reference to a period of time (including without limitation, a year, a month and a day) is to a calendar period;

(c) A singular word includes the plural, and vice versa;
(d) A word which suggests one gender includes the other gender;
(e) If a word is defined, another part of speech has a corresponding meaning;
(f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
(g) Specifying anything in this document after the words including or includes or similar expressions does not limit what else might be included unless there is express wording to the contrary;
(h) A reference to dollars or $ is to an amount in Australian currency unless otherwise specified;
(i) Interpretation of any covenant clause or word mentioned herein shall not be restricted by reference to any other covenant clause or word mentioned herein or by the juxtaposition of the same;
(j) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and no discussion or correspondence referring to that subject matter shall be binding unless incorporated in this document; and
(k) The parties agree that, to the extent that it is legally permissible to contract out of those laws:
   (i) the Frustrated Contracts Act 1978 (NSW) does not apply to this Agreement;
   (ii) the parties intend this Agreement to regulate their bargain to the exclusion of the provisions for frustrated contracts contained in the Australian Consumer Law and Fair Trading Act 2012 (Vic) and the Frustrated Contracts Act 1988 (SA); and
   (iii) no other applicable legislation for frustration of contract is to apply to this Agreement.

2. EXHIBITOR ENTERS INTO THIS AGREEMENT FOR ITSELF AND RELEVANT PERSONS

2.1. We are an agent for the Host
The Exhibitor acknowledges and agrees that We enter into this Agreement in Our capacity as agent for and on behalf of the Host and a reference to Us includes a reference to the Host and vice versa. All of Our obligations, rights and remedies under this Agreement are obligations, rights and remedies of the Host. To the extent that this Agreement confers a benefit (including but not limited to any limitation of liability), right or remedy on the Host, it is intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy.

AGTA CONFERENCE 2022 | Page 17
2.2. Exhibitor agent for and must ensure compliance by all Relevant Persons
The Exhibitor acknowledges and agrees that it enters into this Agreement for itself and as duly authorised agent for all Relevant Persons. In addition, the Exhibitor must ensure that all Relevant Persons comply with this Agreement in all respects.

3. EXHIBITION PROSPECTUS AND EXHIBITOR APPLICATION

3.1. This Agreement applies if We accept the Exhibitor Application
This Agreement applies if and commences when We the Exhibitor clicks the acceptance button at the end of this document and if We accept the Exhibitor Application submitted to Us. We may reject an Exhibitor Application for any reason We deem fit, including that any exhibition package has been sold out (or that there is insufficient Venue space), or that We consider that the Exhibitor is inappropriate for the Event.

3.2. Exhibitor’s warranty re Exhibition Prospectus and Exhibitor Application
The Exhibitor warrants, acknowledges and agrees that:

(a) the Exhibitor has received and read the Exhibition Prospectus and the Exhibition Manual thoroughly;
(b) the information provided by the Exhibitor in the Exhibition Application is true and correct in all respects; and
(c) the Exhibitor is not aware of any fact or circumstance, whether actual or potential, that would cause the Exhibitor to breach any of the provisions of this Agreement, or that may entitle Us to terminate it, including for breach of clause 15.2 (termination for dispute);

4. EXHIBITOR ENTITLEMENTS

4.1. Provision of the Exhibitor Entitlements
The Exhibitor Entitlements will be provided to the Exhibitor:

(a) subject to the Exhibitor’s compliance with, and on the terms and conditions of, this Agreement and, if applicable, the Exhibition Manual;
(b) as specified in the Exhibition Prospectus and the Exhibitor Application;
(c) subject to the provision of information as provided in this Agreement and on completion of any milestones or pre-requisites specified in the Exhibition Prospectus and the Exhibition Manual; and
(d) subject to the Exhibitor’s compliance with, and in accordance with, the Exhibition Rules.

4.2. Exhibitor acknowledgement re positioning of Exhibition
The Exhibitor acknowledges and agrees that, except as expressly provided in the Exhibition Prospectus, the location and positioning of the Exhibition is at Our discretion.

4.3. Exhibitor Entitlements not exclusive
Except as expressly specified to the contrary in the Exhibition Prospectus, neither this Agreement nor the Exhibitor Entitlements are exclusive to the Exhibitor in any respect.

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

5. VENUE RULES

5.1. Exhibitor Entitlements subject to Venue Rules
The Exhibitor:

(a) agrees that provision of the Exhibition Entitlements is subject to, and to compliance by the Exhibitor and all Relevant Persons with the Venue Rules;
(b) warrants that the Exhibitor has received a copy of the Venue Rules, or otherwise accessed them, and have thoroughly acquainted itself, its staff, contractors and all Relevant Persons with their requirements and, where necessary, have given a copy of the Venue Rules to them;
(c) must at all times comply with the Venue Rules all lawful directions of Venue staff and must ensure and procure that all Relevant Persons also comply with them;
(d) must comply, and must ensure and procure that its employees and contractors and all Relevant Persons comply, with any directions given by Venue staff or any authorised contractor of the operator of the Venue; and
(e) must notify Us immediately in writing and provide such information as We require, if We, the Venue operator, or the Exhibitor become aware of any breach of the Venue Rules.

6. CERTAIN PROMISES CONCERNING THE EVENT ARE EXCLUDED

6.1. No warranty re success of the Event
The Exhibitor acknowledges and agrees that We do not make and have not made, any binding warranty, promise, representation or prediction concerning:

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

6.2. No warranty re belief or prediction concerning the Event
Any predictions We may make or have made concerning the Event, or information or statistics that We may provide or have provided concerning previous events, are/were provided in good faith, but they are not binding upon Us. The Exhibitor acknowledges and agrees that it has not relied and does not rely on such predictions, statistics or information.

7. EXHIBITION FEES

7.1. Payment of the Exhibition Fee
The Exhibitor must pay the Exhibition Fee and any applicable GST in the sum(s) of

(a) as to 50% of the Exhibition Fee, within 14 days of the date of Our tax invoice, or 30 days before the commencement of the Event, whichever is earlier; and
(b) as to the remaining 50% of the Exhibition Fee, within 14 days of the date of Our payment reminder, or 30 days before the commencement of the Event, whichever is earlier,

8. GST

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

9. ADDITIONAL OBLIGATIONS OF EXHIBITOR

9.1. Access, removal and timely construction of Exhibition
The Exhibitor agrees that:

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

9.2. Exhibition and Exhibition Materials are at Exhibitor’s risk
The Exhibition, Exhibition Materials and all other property that is brought onto the Venue whether by the Exhibitor or by its contractors or any Relevant Person, are at the Exhibitor’s sole risk and the Exhibitor is solely responsible for its care and security. We are not liable for any loss of or damage to the Exhibition, the Exhibition Materials or any other property of the Exhibitor or any Relevant Person, however caused.

9.3. Exhibitor’s conduct (and conduct of Relevant Persons) at the Event
At all relevant times the Exhibitor must (and must also ensure that each Relevant Person complies with the following):

(a) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Venue and Our contractors, and with the Venue Rules;
(b) conduct itself in a reasonable, respectful, considerate and lawful manner;
(c) be attired in a manner that is appropriate to the Event and that will not cause offence to any person;
(d) ensure that each Relevant Person wears and displays identification badges or lanyards provided;
(e) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
(f) consume alcohol (if permitted at all, and if consumed) reasonably and responsibly, and not so as to become intoxicated;
(g) not carry, consume or supply unlawful drugs;
9.4. **Virtual Events**

If the Event is wholly or partly to be conducted by virtual (i.e., online) means:

(a) the provisions in this Agreement that, in practice, can only apply to a “face-to-face” event, do not apply to the virtual or on-line component of the Event; and

(b) the Exhibitor must comply with the relevant online platform or website, as the case may be.

10. **WARRANTIES**

10.1. **Warranties by Exhibitor**

The Exhibitor warrants and agrees that:

(a) the Exhibitor and all Relevant Persons have received and reviewed the Venue Rules and the Exhibition does not and will not breach the Venue Rules; and

(b) if the Exhibition is to be constructed by the Exhibitor or its contractors, the Exhibitor and/or those contractors (as the case may be) are, or will be, sufficiently skilled, licensed, qualified and experienced to undertake the works, having regard to their type, construction method, materials, size, scale and location;

(c) the Exhibition will comply with all applicable laws, industry and building codes, safety rules and guidelines; and

(d) the Exhibition Materials and the Exhibition:

(i) and its construction will not create a risk to the health and safety of any person and will not cause personal injury or death to any person;

(ii) are or will be constructed or installed to a quality and standard that is equal or better than a reasonable standard in the circumstances,

(iii) will not damage the Venue or the property of any other exhibitor, person attending the Event or any other person;

(iv) are not and will not be considered offensive to a reasonable person, or otherwise inappropriate for display at the Event, and will not damage Our reputation, or that of the Event, the Venue, or any other participant in the Event;

(v) comply with all applicable laws and any applicable code of conduct, of which notice is given to the Exhibitor and/or any Relevant Person;

(vi) do not and will not infringe the Intellectual Property, contractual, confidentiality, privacy or other legal rights of any person;

(vii) are not and will not be misleading or deceptive in any respect, or contain any misrepresentation of any kind; and

(viii) are not and will not be derogatory or defamatory of any person, organisation or product of any kind.

10.2. **Breach of Exhibitor warranties**

If the Exhibitor breaches any of the warranties contained in this clause 10, We may exercise Our rights under clause 14, or, if (in Our discretion) We request, the Exhibitor must modify the Exhibition and/or its Exhibition Materials so as to comply with clause 10.1.

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

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

The Exhibitor must, when We or the Venue operator request, promptly provide particular of all Exhibition Materials and any information concerning the Exhibition or its construction. We are not liable for any delay in or failure to provide Exhibition Entitlements if the Exhibitor does not comply promptly with this clause.

12. **CANCELLATION, POSTPONEMENTS AND CONVERSION TO VIRTUAL EVENT**

12.1. **We/Host may cancel the Event**

The Exhibitor acknowledges and agrees that the Event may be cancelled at any time for any reason, including but not limited to circumstances beyond Our control or the control of the operator of the Venue.

12.2. **We/Host are not liable if Event cancelled**

Subject to clause 12.4, the Exhibitor agrees that We are not liable for any losses, costs or expenses, damage, liability or claim caused to the Exhibitor directly or indirectly by cancellation of the Event for any reason whatsoever. For the avoidance of doubt, We are not liable for design or construction costs related to the Exhibition, or travel or accommodation costs of the Exhibitor or any Relevant Person.

12.3. **Postponed Event; different venue or conversion to partly “virtual” Event**

If We determine to postpone the Event, to convene it at a different venue, or to convert it to a partly “virtual”, or on-line event, the Event is deemed not to have been cancelled and clause 13 applies.

12.4. **Consequences of Event cancellation or conversion to a fully “virtual” Event**

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

(a) We will notify the Exhibitor by email;

(b) unless the Exhibitor notifies Us, by email, that it wishes to participate as a “virtual” Exhibitor (if We offer that option), all Exhibition Fees received will be refunded in full. If the Exhibitor notifies Us that it wishes to participate as a “virtual” Exhibitor, the Exhibitor must pay the Exhibition Fee We advertise for “virtual” Exhibition at the Event and We will refund the difference between that sum and any monies paid to date.

12.5. **Cancellation of Exhibition by Exhibitor**

(a) Subject to paragraph (b), the Exhibitor may, by email to Us, cancel its Exhibition for any reason at any time, up to the date that is 30 days before the commencement of the Event (but not later), whereupon:

(i) if, at the date of the Exhibitor’s cancellation notice, the Exhibitor has paid the Exhibition Fee in full, We will refund 50% of that sum; and

(ii) if, at the date of the Exhibitor’s cancellation notice, the Exhibitor has paid 50% of the Exhibition Fee, the Exhibitor is relieved of its liability to pay the remainder of the Exhibition Fee; and

(iii) if, at the date of the Exhibitor’s notice, the Exhibitor has not paid any of the Exhibition Fee, the Exhibitor must pay 50% of the Exhibition Fee.

For the avoidance of doubt, the Exhibitor may not cancel its Exhibition, other than for Force Majeure, after the date that is 30 days before the commencement of the Event and the Exhibitor must pay the Exhibition Fee in full and no refund will be given.

(b) For the purposes of this clause 12.5(b):

(i) “Force Majeure” includes (but only if it has a Relevant Effect), war, civil disturbance, acts of terrorism, strikes and lock-outs, natural disasters (whether naturally occurring or caused by human act or omission) including fire, flood and storm, volcanic or seismic activity, power and communication outages, and any declared public health emergency, epidemic or pandemic (including COVID-19); and

(ii) “Relevant Effect” means that the Force Majeure has (or will, with reasonable certainty, have) the direct effect of making it unlawful or practically impossible for the Exhibitor to install or have the Exhibition installed, or from operating or “managing” the Exhibition during the Event.

If Force Majeure occurs, the Exhibitor may, at any time before the commencement of the Event, notify Us that the Exhibitor wishes to cancel its Exhibition, giving particulars of the Force Majeure circumstances and the Relevant Effects (a “Force Majeure Cancellation Notice”). Upon receipt of a Force Majeure Cancellation Notice, We will consider it in good faith and if, acting reasonably, We accept the particulars given, We will refund Exhibition Fees We have received under this Agreement, less a fee of five hundred dollars ($500) including GST, to cover administration and other costs.

13. **VARIATION AND POSTPONEMENT OF EVENT**

13.1. **We may vary the Event**

The Exhibitor acknowledges and agrees that the Event is subject to variation at any time and from time to time, without liability (save only as provided in clause 12.4) to the Exhibitor or any Relevant Person, including but not limited to changes to:

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

(b) the date(s) of the Event;

(c) programme content, its order or session times;

(d) the method of delivery of the Event and We may convert it to a partly or fully “virtual” or on-line event;

(e) the speakers, entertainers and other presenters;

(f) the social programme and any venue for dinners and other social events.

If (and only if) the Event is postponed or moved to a different primary venue, or converted to a fully on-line or “virtual” Event, We will notify the Exhibitor by email. In all other cases, details of material changes will be posted to the Event Website. The Exhibitor is responsible for checking for such notifications/alerts prior to the Event.
14. **OUR RIGHTS TO SUSPEND, REQUIRE "TAKE DOWN" AND REFUSE ENTRY**

14.1. **Our rights**

If We, acting reasonably, consider that there is any reasonable cause, or if We consider that the Exhibitor is in breach of this Agreement in any material respect, including if the Exhibition Fee or any part of it is not paid in full by the due date, We may:

(a) suspend provision of the Exhibitor Entitlements; and/or
(b) refuse the Exhibitor and Relevant Persons from access or entry into the Venue, deny entry of Exhibition Materials, or eject any of the foregoing from the Venue;
(c) require the Exhibitor to dismantle and remove the Exhibition from the Venue and if the Exhibitor does not comply with a direction given under this paragraph (c), We may do so, and store and retain that property, by way of lien, at the risk and cost of the Exhibitor, until the Exhibitor pays Us Our costs of so doing, plus a ten percent (10%) fee, and any other losses We incur; and
(d) recover all costs of exercising Our rights under this clause, including removal and storage costs actually incurred and legal costs and disbursements, on a full indemnity basis.

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

15. **TERMINATION OF THIS AGREEMENT**

15.1. **Termination for cause - general**

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

(a) the other party is subject to an Insolvency Event;
(b) the other party commits a breach of any term or warranty of this Agreement which is capable of rectification but is not rectified to the reasonable satisfaction of the Terminating Party within 7 days, or such lesser reasonable period, given the proximity of the breach to the Event date(s), after receipt of a notice thereof from the Terminating Party specifying the breach, or
(c) the other party commits a breach of any term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

15.2. **Termination for disrepute**

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

15.3. **Sole rights of termination**

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

15.4. **Consequences of termination**

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

(a) all Exhibitor Entitlements cease immediately and the Exhibitor must, at a date and time nominated by Us in writing, remove all Exhibition Materials, if any, from the Venue, as provided in clause 9;
(b) excepting only in the case of valid termination by the Exhibitor under clause 15.1, the Exhibitor must pay all Exhibition Fees;
(c) the Exhibitor must cease referring to itself as an exhibitor at the Event, and must not publish any derogatory comment or opinion of Us or the Event in any medium;
(d) We will, to the extent practicable, cease making further use of the Intellectual Property of the Exhibitor; and
(e) such termination is without prejudice to any and all rights and remedies which had accrued to the benefit of the parties to the date of termination and all rights and obligations of the parties survive such termination if they, by express provision, or by reasonable implication, intended to so survive.

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

16.1. **Losses recoverable by Us**

The Exhibitor acknowledges and agrees that:

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

17. **INTELLECTUAL PROPERTY**

17.1. **No transfer of Intellectual Property**

Nothing in this Agreement constitutes a transfer of any Intellectual Property of a party to the other party. The rights conferred on each party to use the Intellectual Property of the other party rest in contract only. For the avoidance of doubt, all Intellectual Property in works created by a party for the purposes of this Agreement which is capable of rectification is not transferred at termination.

17.2. **Licence of Exhibitor’s Intellectual Property to Us**

(a) The Exhibitor grants Us a licence (in this clause 17.2, the "Licence") to use the Exhibitor’s Intellectual Property for the sole purposes of providing the Exhibitor Entitlements and otherwise performing Our obligations and exercising Our rights under this Agreement.

(b) The Licence is:

(i) world-wide;
(ii) non-exclusive;
(iii) transferable in the case of permitted assignment or novation of this Agreement;
(iv) sub-licensable by Us, but only for the purposes of engaging any sub-contractor to assist in promoting, organising, staging and holding the Event or to provide the Exhibitor Entitlements; and
(v) fee-free.

(c) The Exhibitor warrants that Our use of the Exhibitor’s Intellectual Property under the Licence will not infringe the Intellectual Property rights or other legal rights of any person.

18. **CONFIDENTIAL INFORMATION AND PRIVACY**

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

A party must not disclose any Confidential Information to a third party, unless the disclosure is:

(a) reasonably made by Us for the purposes of providing the Exhibitor Entitlements;
(b) legally compelled by a court or other authority of competent jurisdiction;
(c) made to a legal advisor, accountant, patent attorney or other professional adviser to whom a copy of this Agreement is supplied; or
(d) made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion.

18.2. **Privacy**

At all relevant times the parties must comply with all applicable privacy laws.

18.3. **Consent of Exhibitor**

The Exhibitor grants its irrevocable consent to Our disclosure of the Exhibitor’s Confidential Information and personal information to the Host.

19. **ANNOUNCEMENTS AND PUBLICATION**

19.1. **Announcements**

The Exhibitor agrees that We may make announcements or publish materials at any time, referring to the Exhibitor, the Exhibitor’s products and services for the reasonable promotion of the Event. With the sole exception of the reasonable and accurate promotion of the Exhibitor’s participation in the Event as an exhibitor, the Exhibitor must not make announcements or publish materials referring to Us, or the Event, without Our prior written approval, which approval will not be unreasonably withheld.

20. **HEALTH AND SAFETY**

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

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

21. **INDEMNITY AND RELEASE**

21.1. **Indemnity and release**

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

(a) the Exhibitor’s breach of this Agreement;
(b) the Exhibitor’s negligence or other tort or that of any Relevant Person;
(c) breach of the Venue Rules by the Exhibitor or any Relevant Person;
23. LIMITATION OF LIABILITY

23.1. Limitation of Our liability

(a) Our total aggregate liability and the liability of Our employees, agents and contractors, for breach of this Agreement, for negligence or other tort and any other cause of action will not exceed a sum being the equivalent of the total of the Exhibition Fees.

(b) The word “liability” (in the phrase “total aggregate liability”) in paragraph (a) means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was willful, negligent or otherwise, whether such liability arose in Tasmania or in some other jurisdiction and for any loss (including personal injury), damage or expense (including legal costs and disbursements).

(c) Where Our liability arises in connection with the supply of services under statute (including but not limited to the Competition and Consumer Act 2010 (Cth)), then to the extent permissible by law, Our liability is limited (at Our option), in aggregate, to supplying those services or Exhibitor Entitlements again, or the cost of supplying those services again.

24. ASSIGNMENT AND NOVATION

24.1. Exhibitor not to assign etc

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

24.2. We may novate or assign

We may novate or assign this Agreement to any party nominated by Us, including to any conference organiser or event-manager that We may engage. We will give written notice to the Exhibitor and will provide an assignment or novation deed or agreement, which provides, among other things, that:

(a) the Exhibitor consents to the assignment or novation as the case may be;

(b) the assignee agrees to comply with and provisions of this Agreement and perform any outstanding obligations under this Agreement; and

(c) Our further liability is released, and the Exhibitor must duly execute and deliver that document promptly to Us.

25. NOTICES

25.1. How given

Any notice, approvals, request or demand or other communication (“notice”) to be given under this Agreement must be in writing and must be delivered by email. Notices to Us must be sent to the following addresses:

Email: kim@laevents.com.au

Attention: Kim Murray

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

25.2. When served

A notice given:

(a) by email is served on the day of transmission in the location of the recipient, unless the sender’s machine generates a report that the email was not sent at all or in its entirety. If the email has not been completely transmitted by 5 pm (determined by reference of the time of day at the recipient’s address) it will be regarded as having been served on the next business day; and

(b) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient’s address) after such day. For the purposes of this clause, a “business day” is a day other than a Saturday, Sunday or public holiday at the recipient’s address.

26. GOVERNING LAW AND JURISDICTION

26.1. Tasmanian law and jurisdiction

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

27. COVID-19 SAFETY

27.1. Relevant Persons must not attend the Event in certain circumstances

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

(a) has been diagnosed as having COVID-19, is feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue (in this clause, “COVID Symptoms”);

(b) has been in contact, in the 14-day period before the Event, with any person that has tested positive to COVID-19 or has displayed COVID Symptoms; or

(c) has travelled, in the 14-day period before the Event, to Australia from overseas, to the place of the venue from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID-19.

27.2. On entry and while attending

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

(a) comply with all applicable laws and health directives concerning COVID-19;

(b) comply with and submit to contact-tracing protocols and procedures for COVID-19 safety, including the use of contact-tracing mobile device “apps”, and if applicable, submit to temperature testing;

(c) strictly practise social distancing by ensuring that he/she remains at least 1.5 metres from persons not known to him/her;

(d) wash his/her hands regularly and use hand-sanitiser made available at the Event; and

(e) if he/she experiences any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, he/she must immediately report to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, he/she must comply with that request.