

LUXPERIENCE

TERMS & CONDITIONS OF THE APPLICATION AND CONTRACT TO EXHIBIT

1. DEFINITIONS

- Agreement means the terms and conditions of this document and the Online Booking Form and any variation or amendment agreed to by the parties in writing.
- Application and Contract to Exhibit means the Application and Contract to Exhibit form detailing the fees and service and which forms part of this Agreement and operates in accordance with this Agreement to the extent of any inconsistency where the terms and conditions of the Agreement shall prevail to the extent of those inconsistencies.
- Cancellation Event Fee is detailed in Clause 4.5
- Commencement Date means the date both parties have executed this Agreement
- Client means the main exhibiting company booking the exhibition space.
- Co Exhibitors means suitable products and services that are relevant to your brand/company and have been pre-qualified by Luxperience
- Exhibition means a gathering of industry related parties for the marketing of that industry
- Exhibition Space means the allot area for the purpose of partaking in an Exhibition from which the Client will display their offerings.
- Event means Exhibitions, Branding, Publications or Partnership separately and collectively.
- Fees means the rates, expenses, costs or other charges as set out in the Application and Contract to Exhibit, these Terms and Conditions or as otherwise agreed between the parties.
- Intellectual Property Rights means copyright, trademarks, inventions, patents, confidentiality, designs and any registrations and all moral rights.
- Material includes in any form of media - pictures, layouts, photos, illustrations, branding, logos, script, wording, colours, instruction provided or produced by any party and item hardware, asset or product which may be used in the Exhibition.
- Branding means marketing the Client and Event through advertising, Exhibiting, Publication or Partnership of Events or part thereof
- Publication means any publication that we own or control, including exhibitor listings, trade guides, signage, posters, and on the Internet
- Services means performance requirements of a party as set out in this Agreement including the Application and Contract to Exhibit
- Partnership Activity means an Event which the Client requires to be associated with through a range of marketing schemes.
- Partnership is the representation by the Client for payment made in carrying out the Partnership Activity.

2. SERVICES

2.1 Luxperience will assist to facilitate the promotion of the Client via

- a) The establishment and operations of an Event;
- b) Promotion of the attendance of visitors to the venue/s;
- c) Advertising, publications or Partnerships

2.2 The Client will immediately comply with all directives whether in writing or verbally provided by Luxperience, the venue or local authority.

Such directives include:

a) At all times complying with legal requirements and regulations, requirements in relation to a stand, booth or display, design, colour, smell, sound content, format, construction and operation, demonstrations, promotional material, gifts, products, samples, hours of operation, lighting, heating, safety, cabling, building, plumbing, cooling or heating, electronic systems, conduct of staff, agents, employees or contractors, security access and compliance, video or photography, information or data gathering, gambling or prizes, health and safety requirements, movement, delivery or transport of equipment, stock or other material; any other venue requirements.

b) Participating in the marketing programs, and promoting the success of the Event in good faith including promoting and locating the Luxperience name, the Event and a hyperlink connection to the Event on the Client's webpage/site.

2.3 The Services provided by Luxperience do not create a representation or entitlement and are expressly excluded with respect to:

- a) The character, quality or number of Event attendees or visitors; and
- b) The revenues, income, profits, expenses or costs; and
- c) Any commercial activity including developing contacts, business networks, customer relationships or future business outcomes; and

2.4 Luxperience may, in its sole discretion change, vary or postpone in relation to the Services or Events;

- a) The timing including the date, duration, opening hours in relation to the delivery of the Services,
- b) The layout, colour or other environmental aspect, position of any Client stand, floor space, area, location or time for promotion;
- c) Exhibition, Services, Publication or Branding including the management of attendees or location

2.5 The Client must not share the Exhibition Space without our prior written permission. If Luxperience permits you to share all or part of your Exhibition Space with another person (Co exhibitor), the appropriate fees will apply based on the calculated participation fee and the person must complete the appropriate registration form including the acknowledgement that they have read and agree to these Terms and Conditions to Contract to Exhibit. In the case of a participating product (co-exhibitors) in a group suite or space only scenario, product participation is based on individual products only i.e. Individual hotels, individual resorts, tour operators etc. Boutique hotels and products may represent a maximum of five individual hotels within one location under this scenario. Participating products are not permitted to present a number of brands/products in one and/or multiple destinations and should seek clarity with Luxperience prior to applying to register.

2.6 Representation or marketing consortiums or companies similar to the aforementioned, should seek Luxperience approval prior to registering.

2.7 Luxperience reserves the right to decline participation of an exhibitor, irrespective of the package confirmed, if it feels that the product is not a right fit for the buyers and media that are in attendance and proper consultation will be done with main exhibitors prior to communicating with the product directly

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3. EVENTS, BRANDINGS, PUBLICATIONS, FLOORPLAN AND PARTNERSHIP

3.1 All Events must be requested in writing to Luxperience where in turn the Events date will be provided.

3.2 Where Material and any Intellectual Property Right has been supplied to Luxperience, its agents or contractors the Client warrants the ownership and right to use in Events, will or does not, create any infringement, misuse or restriction in relation to any party's interest or ownership of the Material or Intellectual Property Rights. The Client knows that Luxperience has relied upon such representations for the right of use.

3.3 All Material will be provided in a suitable format such as size, colour, shape, language and condition by the required time as instructed by Luxperience.

3.4 In the event the Material is not suitable for Events, the Client has the opportunity to amend it prior to the submission of the Material. If the Material remains unsuitable following submission the Material may be rejected or amended at Luxperience's sole discretion.

3.5 Once acceptable Material has been provided to Luxperience its contractor or agent for Events, no right to change the Material arises and the Material will be used as provided.

3.6 Luxperience is not liable and remains indemnified by the Client, for any fault, loss or damage, failure to return, inaccuracy, error, outcome, responses, defamation, liable or representations in association with the Events or Material and may, in Luxperience's sole discretion refuse to publish, change or arrange layout and design or format of any Material without notice.

3.7 Luxperience will provide a guideline on the placement, timing and nature of a Partnership Activity and where there are industry codes of practice the Client must provide advice and co-operation of such codes and Luxperience will endeavour to comply with such codes on a non-liable and co-operative basis.

3.8 Failure to provide Material by the required Event time or seeking to change the Material once submitted or seeking to cancel the Material's Publication in writing or failure to present at an Event or once a request has been made to participate and the Client seeks to cancel or withdraw, this will constitute a cancellation event and a Cancellation Event Fee will apply as per Clause 4.9

3.9 Luxperience will publish a floor plan that is subject to change without notice. Suites will be sold on a first come first serve basis. Where possible you will be grouped with your local Tourism body if applicable.

3.10 All custom event builds are to be contracted and built through the preferred Luxperience supplier along with all associated furnishings and branding proposed to be included in the designs. Design concepts need to be submitted to Luxperience for approval prior to event build.

3.11 Posters, Pull Up Banners and/or outsourced branding are prohibited throughout the exhibition. All suite packages requiring signage, branding and furniture upgrades are to be booked through Luxperience and contracted through the preferred supplier to Luxperience. No material is to be stuck onto any exhibition builds nor furniture purchased or booked to be placed within any exhibition during the show from outsourced contractors other than the preferred Luxperience Supplier

3.12 All AV requirements are to be hired through the preferred Luxperience supplier

3.13 All food and beverage requirements, must be submitted for approval prior to bump in and must be obtained and booked through the preferred caterer for Luxperience 2017

3.14 A list of preferred suppliers will be provided in the Luxperience 2017 Exhibition Manual.

3.15 In order to exhibit Sydney based hotels MUST provide a minimum of 50 room nights as well as additional inclusions on a case by case basis as per proposal submitted. Sydney Hotels that are invited to host buyers but elect NOT TO PARTICIPATE in the hosting of buyer's accommodation and subsequent proposal inclusions as per submission from Luxperience, may not exhibit otherwise at Luxperience 2017.

3.16 Brands may NOT be represented in suite or custom space without first sponsoring a branding or partnership opportunity.

4. SERVICE FEES

4.1 Client shall pay to Luxperience the Service Fees outlined within the Booking Form for the Events.

4.2 Payment of All fees are inclusive of any goods and services or other sales tax for which the Client may be additionally liable at the applicable rate and the Licensee must provide an ABN where required.

4.3 Payment of All fees in Australian Dollars (AUD)

4.4 For early bird bookings, a 50% deposit is required by 9 December 2016. The remaining amount is due by 21 April 2017. Should payment not be received by the specified time frames, the rates will revert to the full 2017 rates for new exhibitors or the Loyalty rates for returning exhibitors.

4.5 For non-early bird bookings, a 50% deposit is required within 14 days of confirmation of attendance. Final payments are due 26 May 2017.

4.6 All International bank transfers will attract a flat fee of \$20 AUD including GST to cover the cost of international inward transfer fees. All payments made by credit card attract a 3.5% surcharge. Any invoices charged in foreign exchange will be charged at a fixed exchange rate.

4.7 Payment shall only be deemed made, upon receipt of cleared funds in Luxperience's bank account. Payment shall be made in full without any abatement, set off or deduction on any grounds.

4.8 Time is of the essence with respect to payment. Furthermore, Luxperience shall be entitled to recover from the Client any and all expenses incurred by Luxperience in recovering overdue amounts including daily interest at 3 points over the prime rate as published by the Reserve Bank of Australia.

4.9 For a cancellation or withdraw, a 50% cancellation fee for Exhibition Space, Advertising and Partnership will apply if you cancel between nine and six months before the opening of the Event • 75% for Exhibition Space and Advertising if you cancel between six and three months before the opening of the Event • 100% for Partnership if you cancel six months or less before the opening date of the Event • 100% for Exhibition Space and Advertising if you cancel three months or less before the opening date of the Event.

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4.10 For Pop Up Events the following applies:

- Cancellation or withdraw, a 50% cancellation fee will apply if you cancel after 9 December 2016 5PM AEST
- 75% if you cancel 90 days out from event date
- 100% for cancellations 60days or less before the opening date of the Event.

4.11 Unless we specify otherwise, you will have to pay us other costs, as well as your fee, for:

a) services and connections including but not limited to electricity, water, gas, waste, compressed air, Internet access, and telephone b) loading and handling equipment, and staff c) duties and taxes including GST d) advertising and promotional material e) insurance f) display stands, dressing, and display items g) cleaning.

5. CONFIDENTIAL INFORMATION

5.1 The Client acknowledges that the confidential information which Luxperience deems confidential including in relation to customers, its business operations, plans and cost structure or revenue streams, is proprietary to Luxperience or its clients and will be used only in providing the Services and unless required by law will not be disclosed to unauthorised parties and acknowledges its disclosure could cause loss or damage to Luxperience or its clients.

5.2 The commercial terms of this Agreement are confidential. The Client must not disclose any part of its contents to any third person without Luxperience's prior written consent.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Luxperience retains ownership in all its Intellectual Property Rights preexisting as at the Commencement Date and no assignment, grant, interest or entitlement arises to any party including the Client as a result of this Agreement unless by written agreement by Luxperience.

6.2 The Client assigns to Luxperience (at no cost to Luxperience) unrestricted ownership in all Intellectual Property Rights in all the work Material, inventions or layouts connected to the Services which is performed or created for Luxperience by the Client its employees, contractors or agents.

6.3 The Client will not make an encumber, make a claim or restrict the sale, transfer or dealing in of any of Luxperience's business assets, operations, Intellectual Property Rights, interests, undertakings, debts, shares or financial entitlements nor make any representations in association with Luxperience.

6.4 Luxperience may assign, transfer or novate this Agreement and all rights to any party on providing written notice to the Client.

6.5 Where the Client provides any Intellectual Property Rights Material to Luxperience or its agents or contractors, the Client provides a royalty free, worldwide license to use the Intellectual Property Right Material for Events, Brandings, Publications or Partnerships.

7. INDEMNITY, WARRANTIES AND EXCLUSIONS

7.1 The Client indemnifies Luxperience (on a solicitor-client basis) from and against all claims, losses, costs, demands, actions and damages on account of the Client's failure to comply with the terms of this Agreement, or caused by or arising directly or indirectly in the carrying out or completion of this Agreement or resulting from a breach of contract or in relation to statute or negligent acts or omissions of the Client including in relation to Intellectual Property Rights, Material or Publications including to another party or entity.

7.2 As allowed by law, Luxperience excludes all conditions and warranties implied by custom, general law or statute and any warranty obligation is limited including in relation to any implied condition or warranty, at our option, to re supply an affected service or repaired.

7.3 At no time is Luxperience or any of its affiliates liable directly or indirectly for any consequential, economic, for loss of data, revenue, profits, goodwill, fame or performance of Events or other loss or damage arising from this Agreement including in tort, contract or otherwise.

7.4 In the event that Luxperience is proven to be liable, the liability in the aggregate will be limited to the Fee paid for the specific Event, Branding, Publication or Partnership.

7.5 You agree not to sell or intend to sell goods at the Events, that misrepresent or infringe intellectual property rights or is inconsistent with Luxperience's marketing program.

7.6 With respect to the operation of clause 7.1 to 7.4 inclusive, where the Client has delivered any Material to Luxperience's premises or Event, the Client does so bearing full risk for any loss damage, expense, demurrage, evaporation, alteration, theft or misplacement, conversion, sale or dealing with the Material including to a third party or joint owner whether foreseeable or not. All Material delivered is to be properly marked and insured and must be removed at the instruction of Luxperience, the venue or local authority, immediately.

8. TERMINATION

8.1 At any time and without cause, Luxperience may terminate this Agreement by giving to the Client written notice.

8.2 Luxperience is not liable for any bonus, entitlements, losses or damage including consequential or economic losses suffered by the Client which arise from the termination or operation of this Agreement or relationship.

8.3 On termination of this Agreement, the Client shall deliver to Luxperience all Material and other work arising from the Services.

8.4 Where Luxperience has terminated this Agreement, not being a cause, fault or breach of this Agreement by the Client, that part of the Service Fee paid by the Client to Luxperience but not provided as a Service to the Client, is refunded pro-rata based on the use of the Services by the Client which represents full settlement of all liabilities and obligations to the Client.

9. INSURANCE

9.1 In addition to the requirement for compulsory insurance as set out in the Application and Contract to Exhibit, the Client must effect and keep effected insurance relating to:

- a) Property damage and public liability to a value of no less than \$10,000,000;
- b) Professional indemnity to a value of no less than \$1,000,000;
- c) Workers or employee insurance as required;

9.2 The Client has, and must provide a certificate of currency and the policy terms with a suitable insurer prior to entering into this Agreement citing the amounts above, as a minimum and remain current for two (2) years after this Agreement terminates.

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10. DISPUTE RESOLUTION

If any dispute arises out of or in connection with this Agreement (“the Dispute”) neither party may commence any court proceedings unless the parties have mediated the dispute together in a genuine attempt to resolve the issues except where a party seeks urgent interlocutory relief.

11. GENERAL

11.1 This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications between the parties.

11.2 Each party acknowledges that, except as expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this agreement.

11.3 A failure, delay, relation or indulgence by a party in exercise any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A waiver of a breach does not operate as a waiver of any other breach.

11.4 A provision must be severed from this Agreement and the remaining provisions will operate as if the severed provision had not been included.

11.5 The Client cannot assign or otherwise transfer the benefit of this Agreement without the prior written consent of Luxperience.

11.6 The Client holds main responsibility for the recruitment of Co-Exhibitors to ensure the minimum and maximum exhibitor numbers are reached. Should numbers not be met, the client is liable for the total cost of the space booked. (Applicable to group packages only)

11.7 The Client is responsible for booking the space, recruiting Co-Exhibitors (in conjunction with Luxperience) coordinating and submitting Public Liability Insurance and additional Exhibitor Options where applicable.

11.8 This Agreement cannot be amended or varied except in writing signed by the parties.

11.9 This Agreement is governed by and must be construed in accordance with the laws of the State of New South Wales. The parties submit to the nonexclusive jurisdiction of the Courts of that State in respect of all matters or things arising out of this Agreement.