

LUXPERIENCE 2018
EXHIBITING TERMS & CONDITIONS

Luxperience is owned and organised by Diversified Exhibitions Australia Pty Ltd of Level 5, 636 St Kilda Road, Melbourne, VIC 3004 (**Organiser**). Luxperience will be conducted in Sydney, Australia from 16-19 September 2018.

1 DEFINITIONS

In this document:

- a. **Additional Delegate** means any additional personnel of the Exhibitor or Co-Exhibitor wishing to participate in the Exhibition.
- b. **Advertising Programs** means advertising and marketing programs conducted to promote Luxperience.
- c. **AEST** means Australian Eastern Standard Time.
- d. **Agreement** is the agreement referred to in clause [2.1].
- e. **AUD** means Australian dollars.
- f. **Buyer** means the person registered, and accepted by the Organiser, to attend Luxperience as a delegate or procurer of luxury and experiential travel or event products.
- g. **Cancellation Fee** is detailed in clause [7.8].
- h. **Co-Exhibitor** means, in relation to an Exhibitor, an entity that provides suitable products and services that are relevant to or complements an Exhibitor's products and services that have been pre-qualified by the Organiser to exhibit concurrently with the Exhibitor at the Exhibition.
- i. **Commencement Date** means the date when registration is confirmed by the Organiser in accordance with clause [3.4].
- j. **Early Bird Booking** means a booking as the result of a registration confirmed between 1 November 2017 and 25 February 2018.
- k. **Exhibiting Terms and Conditions** means these terms and conditions.
- l. **Exhibition** means Luxperience.
- m. **Exhibition Space** means the allocated area in the Exhibition venue at which the Exhibitor will display their products and services.
- n. **Exhibitor** means the applicant booking an Exhibition Space whose details are set out in the relevant Registration Form, and includes the main stand holder in a "Group Suite" or "Space Only" booking.
- o. **Exhibitor Event** means an event relevant to Luxperience conducted by an Exhibitor or Co-Exhibitor in conjunction with the Organiser.
- p. **Fees** means, in relation to an Exhibitor, Co-Exhibitor and Additional Delegate, the fees, costs, rates, expenses, or other charges as set out in the relevant Registration Form, which will depend on whether it is a Standard Rate Booking, Loyalty Rate Booking, Early Bird Booking or Super Early Bird Booking.
- q. **Force Majeure** means an event which is not within the control of the party claiming force majeure relief, and which by the exercise of reasonable care, that party is not able to prevent or overcome, including without limitation, an act of God, war or threats of war, hijack, terrorist activity, civil commotion, revolution or any other unlawful act against public order or authority, an industrial dispute including strike or other labour disturbances, a governmental restraint including a declaration or emergency, natural disaster including earthquake, fire or flood.
- r. **GST** has the same meaning as in the GST Law.
- s. **GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- t. **Intellectual Property Rights** means copyright, trademarks, inventions, patents, confidentiality, designs and any registrations and all moral rights.
- u. **Loyalty Rate Booking** means a booking as the result of a registration confirmed after 26 February 2018 made by an Exhibitor or Co-Exhibitor who have exhibited at a previous Exhibition.
- v. **Luxperience** means the luxury travel exhibition to be held at the International Convention Centre, Sydney, Australia from 16th to the 19th of September 2018.
- w. **Material** includes:
 - i. any form of media - pictures, layouts, photos, illustrations, branding, logos, script, wording, colours, instruction provided or produced by any party; and
 - ii. any items of hardware, asset or product which may be used in the Exhibition.
- x. **Networking Event** means an event relevant to Luxperience organised by the Organiser for networking purposes.
- y. **Publication** means any publications relevant to Luxperience published by the Organiser, including the LuxGuide (which is the official exhibition directory), newsletters, exhibitor listings, trade guides, signage, and posters, whether online or otherwise, including publications on Luxperience's website and social media accounts and electronic mailouts.
- z. **Promotional Activity** means any activity undertaken by the Organiser to promote Luxperience including Advertising Programs, Networking Events, Exhibitor Events and Publications.

- aa. **Registration Forms** means the “Exhibitor Registration Form”, the “Exhibitor Group Registration Form”, the “Additional Delegate Registration Form”, the “Custom Space Only Registration Form” and/or the “Co-Exhibitor Form” provided by the Organiser to each Exhibitor, Co-Exhibitor and Additional Delegate intending to participate at Luxperience.
- bb. **Standard Rate Booking** means a booking as the result of a registration confirmed after 26 February 2018 made by an Exhibitor or Co-Exhibitor who have not exhibited at a previous Exhibition.
- cc. **Super Early Bird Booking** means a booking as the result of a registration confirmed between 1 September 2017 and 31 October 2017.

2 AGREEMENT AND INCONSISTENCIES

- 2.1 Each of the Exhibitor, the Co-Exhibitor and the Additional Delegate acknowledges and agrees that the Registration Form becomes a binding agreement between the Exhibitor, the Co-Exhibitor and the Additional Delegate (as relevant) on the one hand, and the Organiser on the other, when registration is confirmed by the Organiser in accordance with clause [3.4] and that it is bound by this Exhibiting Terms and Conditions by virtue of them:
 - i. completing and submitting the relevant Registration Form;
 - ii. electronically acknowledging that they have read and agreed to this Exhibiting Terms and Conditions; or
 - iii. participating in the Exhibition.
- 2.2 In case of inconsistencies, this Exhibiting Terms and Conditions will prevail over any other terms and conditions contained in any Registration Form.

3 REGISTRATION AND QUALIFICATION

- 3.1 This clause [3] applies subject to clause [4].
- 3.2 Each Exhibitor, Co-Exhibitor and Additional Delegate intending to participate at Luxperience will be required to go through the Luxperience qualification process.
- 3.3 Each Exhibitor, Co-Exhibitor and Additional Delegate must complete and submit the relevant Registration Form by 5PM AEST on 29 July 2018. Only one Registration Form should be submitted by each Exhibitor, Co-Exhibitor and Additional Delegate and only the first Registration Form submitted will be accepted.
- 3.4 If an Exhibitor, Co-Exhibitor or Additional Delegate fits the exhibitor program criteria, they will be accepted to participate at Luxperience and will be informed of the decision by a confirmation email. Only confirmed Exhibitor, Co-Exhibitor and Additional Delegate will be charged the Fee, in accordance with, and subject to the payment terms set out in, clause [7].

- 3.5 The Exhibitor must specify the type of suite that they require on the Registration Form, being either an “Individual”, “Deluxe”, “Shared”, “Group Suite”, “Hot Spot” or “MICE Marketplace”. The suites do not include wall branding packages. The Exhibitor must book, at a minimum, “Branding Package 1” (as specified in the relevant Registration Form) for each “Individual”, “Deluxe”, “Shared” or “Group Suite” suite booked. Other branding packages are available as set out in the relevant Registration Form. “Hot Spot” and “MICE Marketplace” suites do not require branding.
- 3.6 Each Exhibitor (regardless of the type of suite booked) and Co-Exhibitor registration includes one delegate pass, which will provide access to the Exhibition and Networking Events. Additional delegate passes may be purchased using the Registration Form titled “Additional Delegate Registration Form”.
- 3.7 The Exhibitor, if booking a “Shared” or “Group Suite”, is solely responsible for:
 - i. subject to clauses [3.2, 3.3 and 3.4], the recruitment of Co-Exhibitors to ensure the minimum and maximum exhibitor numbers for the suite booked are reached. If the Exhibitor fails to recruit the required number of Co-Exhibitors, the Exhibitor is liable for the total cost of the booking;
 - ii. ensuring that the insurance requirements set out in clause [12] are complied with;
 - iii. ensuring that it and its Co-Exhibitors have the required signage, branding and power for the suite booked;
 - iv. ensuring that its Co-Exhibitors suite number and name are incorporated into its “Group Suite” Materials (including artwork), failing which the Exhibitor and/or Co-Exhibitors will be liable for any additional costs incurred by the Organiser in creating this.
- 3.8 In order to participate as an Exhibitor or Co-Exhibitor, Sydney based hotels MUST provide a minimum of 50 room nights as well as the additional inclusions in accordance with the proposal submitted by the Organiser, unless otherwise agreed with the Organiser.
- 3.9 Consortia groups and tourism bodies may not exhibit in a “Group Suite” or “Custom Space Only” suites without first sponsoring a branding or partnership opportunity, unless otherwise agreed with the Organiser.

4 CO-EXHIBITOR

- 4.1 The Exhibitor may not sub-let their Exhibition Space without the prior written consent of the Organiser (which may be withheld in its absolute discretion).
- 4.2 Subject to clauses [4.3] and [4.4], an Exhibitor must not share the Exhibition Space with another person without the Organiser’s prior written permission. If the Organiser permits an Exhibitor to share all or part of their Exhibition Space with another person, the appropriate Fees will apply and the person must complete the Registration Form titled “Co-Exhibitor Registration Form”.

- 4.3 Co-Exhibitors in a “Group Suite” or “Shared” suite is permitted for individual products only (for example, individual hotels, individual resorts or individual tour operators) to a maximum of five within one location or destination. Co-Exhibitors in a “Group Suite” are not permitted to represent multiple brands/products in one and/or multiple destinations and should seek clarification from the Organiser prior to submitting a Registration Form.
- 4.4 Representation or marketing consortiums or companies seeking to represent multiple brands/products in one and/or multiple destinations should seek the Organiser’s approval prior to submitting a Registration Form.
- 4.5 The Organiser reserves the right to decline participation of any person if it considers that the product represented is not a right fit for the Buyers and media that will be in attendance at the Exhibition.

5 ORGANISER AND EXHIBITOR OBLIGATIONS

- 5.1 The Organiser will facilitate the promotion of the Exhibitor and Co-Exhibitor through:
- i. the conduct of the Exhibition;
 - ii. the promotion of Luxperience to Buyers; and
 - iii. Promotional Activities.
- 5.2 Each Exhibitor, Co-Exhibitor and Additional Delegate must:
- i. immediately comply with all directives whether in writing or verbally provided by the Organiser, the venue or any local authority. Such directives include directives relating to any legal requirements and regulations, venue and Organiser requirements including in relation to 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 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 and any other requirements.
 - ii. participate in the relevant Promotional Activities, and promote Luxperience, and their association with Luxperience, in their own advertising and marketing programs including displaying a hyperlink connection to the Exhibition on their webpage and social media sites.

6 MATERIALS, PUBLICATIONS AND EVENTS

- 6.1 If an Exhibitor or Co-Exhibitor wishes to conduct an Exhibitor Event, they must submit a request in writing to the Organiser. If accepted, the Organiser will advise the approved date for the Exhibitor Event to the Exhibitor or Co-Exhibitor.
- 6.2 Where the Exhibitor, Co-Exhibitor or Additional Delegate has supplied any Materials or Intellectual Property Rights to the Organiser, its agents, employees or contractors, the Exhibitor, Co-Exhibitor or Additional Delegate (as relevant) warrants (1) the ownership of and right to use such Materials and Intellectual Property Rights and (2) that the use of such Materials or Intellectual Property Rights by the Organiser will not create any infringement, misuse or restriction in relation to any party’s interest or ownership.

- 6.3 The Exhibitor, Co-Exhibitor or Additional Delegate must supply the Materials required for the branding of the suites and for the Promotional Activities:
- i. within the timelines notified by the Organiser;
 - ii. in a suitable format including in relation to size, colour, shape, language and condition as instructed by the Organiser; and
 - iii. in a print ready form.
- 6.4 The Organiser reserves the right to review, amend and/or reject the Material if it does not meet the artistic or creative content guidelines set out by the Organiser and any changes (which may or may not be possible) may be subject to additional fees.
- 6.5 The following will constitute a cancellation event and a Cancellation Fee will apply in accordance with clause [7.8]:
- i. failure to provide the Material within the timelines notified by the Organiser;
 - ii. seeking to cancel participating in any Promotional Activities; or
 - iii. failure to present at a Promotional Activity or seeking to cancel or withdraw from a Promotional Activity, unless otherwise agreed with the Organiser
- 6.6 The Organiser will publish a floor plan prior to the Exhibition, such floor plan is subject to change without notice (including in relation to the position, layout, colour and any other aspect). Suites booked will be sold on a first come first serve basis. Where possible the Exhibitor will be grouped with their local tourism body or regionally, if applicable.
- 6.7 The Organiser may, in its sole discretion change, vary or postpone the date, duration and opening hours of the Exhibition and associated events.
- 6.8 All “Custom Space Only” stand builds are to be contracted and built through preferred Luxperience suppliers along with all associated furnishings and branding proposed to be included in the designs. Design concepts need to be submitted to the Organiser for approval prior to stand build.
- 6.9 Posters, pull up banners, furniture and branding from outsourced contractors (i.e. contractors that are not preferred Luxperience supplier) are prohibited in the Exhibition. All suite packages requiring signage, branding and furniture upgrades are to be booked through the Organiser or contracted and built through preferred Luxperience suppliers.
- 6.10 All audio-visual requirements are to be hired through preferred Luxperience suppliers.
- 6.11 All food and beverage requirements, must be submitted to the Organiser for prior approval and must be booked through the preferred Luxperience caterer.
- 6.12 The Organiser will provide each Exhibitor and Co-Exhibitor with a list of preferred suppliers.

7 FEES

- 7.1 Each Exhibitor, Co-Exhibitor and Additional Delegate shall pay to the Organiser the Fees.
- 7.2 An Additional Delegate will be charged the relevant Fee when their registration is accepted and approved. Such Fee is non-refundable.

- 7.3 For Super Early Bird Bookings and Early Bird by an Exhibitor or Co-Exhibitor, a 50% deposit of the Fee is due and payable within 14 days of invoice. The remaining amount is due and payable on 30 March 2018. If payment is not received by the due date, the Fee will be recalculated as if the booking is a Standard Rate Booking and any special offers that may be included within the Super Early Bird Booking and Early Bird Booking respectively will be forfeited.
- 7.4 For Standard Rate Bookings and Loyalty Rate Bookings by an Exhibitor or Co-Exhibitor, a 50% deposit of the Fee is due and payable within 14 days of invoice. The remaining amount is due and payable on 25 May 2018. The Fee for Standard Rate Bookings and Loyalty Rate Bookings by an Exhibitor or Co-Exhibitor the result of registrations confirmed after 25 May 2018 is due and payable within 14 days of invoice.
- 7.5 The Exhibitor, Co-Exhibitor or Additional Delegate may elect to pay the Fee by electronic funds transfer, cheque or by credit card provided at the point of registration in accordance with the payment terms set out in this clause [7], and subject to the terms and conditions of refund, as set out in the Registration Form and this Exhibiting Terms and Conditions.
- 7.6 All International bank transfers will attract a flat fee of \$25 AUD including GST to cover the cost of international inward transfer fees. All payments made by Visa or Mastercard will attract a surcharge of 2% and all payment made by American Express will attract a surcharge of 3%.
- 7.7 Time is of the essence with respect to payment. The Organiser shall be entitled to recover from the Exhibitor, Co-Exhibitor or Additional Delegate any and all expenses incurred by the Organiser in recovering overdue amounts including daily interest at 3% over the prime rate as published by the Reserve Bank of Australia.
- 7.8 An Exhibitor or Co-Exhibitor may cancel their participation registrations in the period listed below, subject to the payment of the relevant Cancellation Fee. The Cancellation Fee is payable irrespective of whether the Organiser incurs a loss as a result of the cancellation.

PERIOD OF NOTICE	CANCELLATION FEE
Cancellations received and acknowledged between 6 and 9 months prior to the commencement of the Exhibition	An amount equal to 50% of the Fees invoiced
Cancellations received and acknowledged between 3 and 6 months prior to the commencement of the Exhibition	An amount equal to 75% of the Fees invoiced
Cancellations received and acknowledged less than 3 months prior to the commencement of the Exhibition	An amount equal to 100% of the Fees invoiced

- 7.9 The parties agree that all payment obligations in the event of cancellation, withdrawal or default by the Exhibitor or Co-Exhibitor under this Agreement, are genuine pre-estimates of the loss and damage that the Organiser will suffer, and do not constitute penalties.

8 CONFIDENTIAL INFORMATION AND PRIVACY LAW

- 8.1 The commercial terms of this Agreement are confidential. Unless required by law, each Exhibitor, Co-Exhibitor and Additional Delegate must not disclose any part of its contents to any third person without the Organiser's prior written consent.
- 8.2 It is a condition of participation in the Exhibition that the Exhibitor, Co-Exhibitor and Additional Delegate's contact details may be forwarded to approved service providers appointed by the Organiser to enable the service providers to engage in direct marketing with the Exhibitor, Co-Exhibitor and Additional Delegate to arrange essential goods and services to enable the Exhibitor, Co-Exhibitor and Additional Delegate's successful participation at the Exhibition. Please refer to the Organiser's privacy policy on www.divcom.net.au.
- 8.3 The Exhibitor, Co-Exhibitor and Additional Delegate consents, under all relevant data protection legislations, to the Organiser communicating with the Exhibitor, Co-Exhibitor and Additional Delegate by telephone, fax, email and by post and using the Exhibitor, Co-Exhibitor and Additional Delegate's personal information (including those disclosed in the Registration Form) for internal processing and for disclosure to third parties in connection with the Exhibitor, Co-Exhibitor and Additional Delegate's participation at Luxperience. In addition, the Organiser may use the Exhibitor, Co-Exhibitor and Additional Delegate's details to invite the Exhibitor, Co-Exhibitor and Additional Delegate to other events organised by the Organiser or its affiliates or to offer the Exhibitor, Co-Exhibitor and Additional Delegate other relevant products and services supplied by the Organiser or its affiliates or third parties.
- 8.4 If you do not wish your personal information to be used in any of the ways mentioned in clauses [8.2] and [8.3] above, please contact the Organiser at beinspired@luxperience.com.au

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Organiser retains ownership in all its Intellectual Property Rights pre-existing as at the Commencement Date and no assignment, grant, interest or entitlement arises to any party including the Exhibitor, Co-Exhibitor and Additional Delegate as a result of this Agreement unless by written agreement.
- 9.2 Each Exhibitor, Co-Exhibitor and Additional Delegate assigns to the Organiser (at no cost to the Organiser) unrestricted ownership in all Intellectual Property Rights in all the Material, inventions or layouts connected with Luxperience which is performed or created for Luxperience by the Exhibitor, Co-Exhibitor and Additional Delegate or their employees, contractors or agents.
- 9.3 Where the Exhibitor, Co-Exhibitor and Additional Delegate provides any Intellectual Property Rights or Materials to the Organiser (or its employees, agents or contractors), the Exhibitor, Co-Exhibitor and Additional Delegate grants to the Organiser (and its employees, agents or contractors) a royalty free, worldwide license to use the Intellectual Property Right or Materials for and in relation to Luxperience.

10 INDEMNITY, WARRANTIES AND EXCLUSIONS

- 10.1 Each of the Exhibitor, Co-Exhibitor and Additional Delegate acknowledges that:
- i. it has made an independent evaluation of this Exhibiting Terms and Conditions, the relevant Registration Form and all information provided to it by the Organiser in relation to the Exhibition; and
 - ii. it has verified or will verify all information upon which it intends to rely to its own satisfaction; and
 - iii. the Organiser gives no warranty as to the completeness or accuracy of any such information.
- 10.2 To the extent permitted by law, the Organiser gives no warranty and makes no representation:
- i. that the Exhibition will attract any or any minimum Buyers or will achieve any or any particular outcome for the Exhibitor, Co-Exhibitor and Additional Delegate;
 - ii. in relation to the character or quality of the Buyers; or
 - iii. as to the completeness or accuracy of all the information provided by the Organiser,
 - iv. and all conditions and warranties implied by custom, general law or statute are excluded.
- 10.3 The Organiser and its' agents, employees and contractors shall not be liable to the Exhibitor, Co-Exhibitor and Additional Delegate and their agents, employees and contractors from and against all claims whether arising in contract, tort, equity, statute or otherwise for any direct damage, expense, loss or cost, loss of profit, loss of business or revenue, loss of anticipated savings or any indirect or consequential loss or damage, costs or expenses arising out of or in connection with:
- i. any failure to comply with the terms of this Agreement or the termination of this Agreement in accordance with clause 11.1(i);
 - ii. the Exhibitor, Co-Exhibitor and Additional Delegate's attendance at or failure to attend the Exhibition;
 - iii. any restrictions or conditions regarding the construction, erection, completion, alteration or dismantling of any stand imposed by the Exhibition venue or any authority; or
 - iv. the location, entry point or sighting of the Exhibition Space or the prominence of neighbouring or any other Exhibitor's Exhibition Space; the failure of any service normally provided at the Exhibition venue;
 - v. the failure of any services normally provided at the Exhibition venue;
 - vi. changes imposed by any authorities; and
 - vii. an event of Force Majeure or any other circumstances outside the Organiser's control which shall prevent or make it inadvisable for the Organiser to hold the Exhibition at the time and place provided or may make it unable to operate the Exhibition effectively. The Organiser reserves the right to re-schedule the Exhibition at another date and/or at an alternative site and no right of refund arises in such circumstances.
- 10.4 The Organiser shall not be liable for the death or personal injury of any attendee or Exhibitor, Co-Exhibitor and Additional Delegate, save where such liability cannot be excluded under law.
- 10.5 The Organiser and its' agents, employees and contractors shall not be liable, and the Exhibitor, Co-Exhibitor and Additional Delegate:
- i. are fully liable for any loss or damage to their property delivered to the Organiser's premises or the Exhibition venue, including that occasioned by theft, fire, accidental loss or damage;
 - ii. release the Organiser from liability for such loss or damage; and
 - iii. indemnify the Organiser against any claims in respect of such loss or damage.
- 10.6 All property delivered to the Organiser's premises or the Exhibition venue must be properly marked and insured and must be removed immediately at the instruction of the Organiser, the venue or any authorities.
- 10.7 In the event that the Organiser is proven to be liable, the Organiser's liability to an Exhibitor, Co-Exhibitor and Additional Delegate and their agents, employees and contractors under this Agreement, whether in contract, tort equity, statute or otherwise, shall not exceed the Fee paid by that Exhibitor, Co-Exhibitor or Additional Delegate.
- 10.8 The Exhibitor, Co-Exhibitor and Additional Delegate indemnify the Organiser (and its' agents, employees and contractors) from and against all claims whether arising in contract, tort, equity, statute or otherwise for any direct damage, expense, loss or cost, loss of profit, loss of business or revenue, loss of anticipated savings or any indirect or consequential loss or damage, costs or expenses arising out of or in connection with:
- i. the Exhibitor, Co-Exhibitor and Additional Delegate's failure to comply with the terms of this Agreement, or resulting from a breach of this Agreement; or
 - ii. any negligent acts or omissions of the Exhibitor, Co-Exhibitor or Additional Delegate including in relation to Intellectual Property Rights, Materials or Publications.
 - iii. any fault, loss or damage, failure to return, inaccuracy, error, outcome, responses, defamation, libel or representations associated with the Promotional Activities including the Organiser's refusal to publish, change or arrange the layout, design or format of any Promotional Activities.
- 10.9 The Exhibitor, Co-Exhibitor and Additional Delegate agree not to sell or intend to sell goods at the Exhibition, that misrepresent or infringe any third party's Intellectual Property Rights or is inconsistent with the Organiser's marketing program for Luxperience.

11 TERMINATION

- 11.1 The Organiser may terminate this Agreement:
- i. without cause prior to the commencement of the Exhibition upon giving one month's written notice to the Exhibitor, Co-Exhibitor and Additional Delegate;
 - ii. immediately if the Exhibitor, Co-Exhibitor and Additional Delegate brings the Organiser or the Exhibition into disrepute or into adverse publicity or if the Exhibitor, Co-Exhibitor and Additional Delegate's notoriety affects the Organiser or the Exhibition in a negative manner. No right of refund arises in such circumstances; or
 - iii. immediately if the Organiser suffers an event of Force Majeure upon giving written notice detailing the Force Majeure event.

12 INSURANCE

- 12.1 In addition to the requirement for compulsory insurance as set out in the Registration Form, the Exhibitor, Co-Exhibitor must effect and keep effected insurance relating to:
- i. Property damage and public liability to a value of no less than AUD\$10,000,000;
 - ii. Professional indemnity to a value of no less than AUD\$1,000,000; and
 - iii. Workers or employee insurance as required.
- 12.2 The Exhibitor, Co-Exhibitor and Additional Delegate must provide a certificate of currency and the policy terms with a suitable insurer to the Organiser prior to the commencement of the Exhibition showing the amounts above, as a minimum and current for a period of two (2) years after the completion of the Exhibition.

13 DISPUTE RESOLUTION

- 13.1 If any dispute arises out of or in connection with this Agreement 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.

14 GENERAL

- 14.1 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.
- 14.2 The laws of the State of Victoria will apply to this Agreement and any dispute or court proceedings must be heard in the State of Victoria.
- 14.3 Nothing may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between the parties. This Exhibiting Terms and Conditions must not be construed against a party merely because that party had the carriage of the drafting.
- 14.4 This Exhibiting Terms and Conditions, together with the relevant Registration Forms contains the entire understanding between the parties concerning the subject matter and supersedes all prior communications between the parties.

- 14.5 This Agreement cannot be amended or varied except in writing signed by the parties.
- 14.6 The Organiser may assign, transfer or novate this Agreement to any party on providing written notice to the Exhibitor. The Exhibitor cannot assign, transfer or novate this Agreement without the prior written consent of the Organiser.
- 14.7 Except where express provision is made to the contrary, and subject to this clause, any amount that may be payable under this contract is exclusive of any GST. If a party makes a taxable supply in connection with this contract for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- 14.8 Payment shall only be deemed made upon receipt of cleared funds in the Organiser's bank account. Payment shall be made in full without any abatement, set off or deduction on any grounds.
- 14.9 If anything in this contract is unenforceable, illegal or void then it is severed and the rest of this contract remains in force and effective.