

LUXPERIENCE 2019 BUYER TERMS AND CONDITIONS

Luxperience is owned and organised by Diversified Communications Australia Pty Ltd of Level 5, 636 St Kilda Road, Melbourne, VIC 3004 (**Organiser**). Luxperience will be conducted in Sydney, Australia from 7 October to 10 October 2019.

1 DEFINITIONS

1.1 In this document:

- a. **Additional Terms and Conditions** means other additional terms and conditions that are applicable to the Buyer including the terms and conditions contained in the documents titled "Flights Terms and Conditions" and "Subsidy Terms and Conditions" and any other terms and conditions contained in any online registration documentation including the Registration Form and the documents titled "Buyer Travel Subsidy Confirmation Form", "National Buyer Flight Request Form" and "Global Buyer Flight Request Form".
- b. **AEST** means Australian Eastern Standard Time.
- c. **Appointment No Show** refers to a Buyer who fails to turn up to a Pre-Scheduled Appointment without the approval of the Organiser.
- d. **Appointment No Show Fee** means, in relation to each Pre-Scheduled Appointment missed, a fee of AUD\$199 including GST.
- 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. **Buyer Terms and Conditions** means the terms and conditions contained in this document.
- h. **Cancellation Fee** has the meaning given to it in clauses [8.2] and [8.3].
- i. **Exhibition No Show** refers to a Buyer who:
 - i. fails to turn up to register their attendance at the commencement of the Exhibition without the approval of the Organiser;
 - ii. having registered their attendance at the commencement of the Exhibition, fails to attend all of the Pre-Scheduled Appointments without the approval of the Organiser; or
 - iii. is treated as an Exhibition No Show under clause [8.7].
- j. **Familiarisation Tour** means a tour coordinated and/or organised by the Organiser and/or a host organisation at selected destinations for the purposes of giving Buyers the opportunity to familiarise themselves with the service, destinations and/or experience offered. It is also referred to as a "Fam Trip" or "FAMIL".
- k. **Familiarisation Tour No Show** refers to a Buyer who fails to attend a Familiarisation Tour or any part of the Familiarisation Tour without the approval of the Organiser.
- l. **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.
- m. **Global Buyer** means a Buyer that normally resides outside of Australia.
- n. **GST** has the same meaning as in the GST Law.
- o. **GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- p. **Hosted Buyer** means a Hosted Global Buyer or a Hosted National Buyer.
- q. **Hosted Global Buyer** means a Global Buyer who receives the inclusions set out in clause [3.2 i].
- r. **Hosted National Buyer** means a National Buyer who receives the inclusions set out in [clause 3.2 ii].
- s. **LuxConnect** means the private online platform by that name that facilitates business connections between all participants of Luxperience including before, during and after the Exhibition, on an ongoing basis or as specified by the Organiser.
- t. **Luxperience or Exhibition** means the luxury travel exhibition to be held at the International Convention Centre, Sydney, Australia from 7 October to 10 October 2019.
- u. **Luxperience Awards** means awards presented by the Organiser recognising inspirational and influential products, projects and organisations within the high-end and experiential travel market, as well as within the premium events industry.
- v. **National Buyer** means a Buyer that normally resides in Australia.
- w. **Networking Event** means a Luxperience business or social event organised for networking purposes.
- x. **Networking Event No Show** means a Buyer who fails to turn up to a Networking Event to which they had RSVPed to attend without the approval of the Organiser.
- y. **Networking Event No Show Fee** means, in relation to each Networking Event missed, a fee of AUD\$199 including GST.
- z. **Online Diary** is the diary system that facilitates additional self-selected appointments between Buyers and Exhibitors following the PSA system matching process.
- aa. **Participation Fee** has the meaning given to it in clause [3.1]
- bb. **Pre-scheduled Appointment** means an appointment made via the PSA System or Online Diary.
- cc. **PSA System** means the pre-scheduled appointment system operated by Organiser to co-ordinate the pre-scheduled appointments of Buyers and Exhibitors for the Exhibition.

- dd. **Registration Form** means the online registration form titled “Premium Travel Designer Registration Form” provided by the Organiser to each Buyer intending to participate at Luxperience.
- ee. **Semi-Hosted Buyer** means a National Buyer who receives the inclusions set out in clause [3.2 iii].

2 CONTRACT AND INCONSISTENCIES

- 2.1 The Buyer acknowledges and agrees that the Registration Form becomes a binding contract between the Buyer and the Organiser when the registration is confirmed by the Organiser in accordance with clause [4] and that it is bound by these Buyer Terms and Conditions and the Additional Terms and Conditions relevant to the Buyer by virtue of them:
 - i. completing and submitting the Registration Form;
 - ii. electronically acknowledging that they have read and agreed to the Buyer Terms and Conditions;
 - iii. providing their credit card details at the point of registration;
 - iv. accepting the payment of the Participation Fee once the registration is confirmed; or
 - v. participating in the Exhibition.
- 2.2 In case of inconsistencies:
 - i. the Additional Terms and Conditions will prevail over the Buyer Terms and Conditions and any other terms and conditions contained in any online registration documentation; and
 - ii. the Buyer Terms and Conditions will prevail over any other terms and conditions contained in any online registration documentation.

3 PARTICIPATION FEES AND INCLUSIONS

- 3.1 The fee payable for a Buyer to participate at Luxperience is the relevant fee set out in the Registration Form and will depend on, among other things, the date the Buyer is qualified and approved by the Organiser (Participation Fee).
- 3.2 Inclusions
 - i. Luxperience Hosted Global Buyers will receive:
 - a. Single room accommodation at one of the Luxperience preferred hotels for 3 nights, based on check-in on Monday 7 October and check out Thursday 10 October. Early check in and late check outs are at the discretion of the hotel. Buyers may contact hotels directly for additional nights once final hotel confirmations have been sent.
 - b. Hotels are allocated and notified to Buyers by Thursday 5 September 2019.
 - c. Shuttle transfers from hotel to the Exhibition and all official Networking Events.
 - d. Access to the Luxperience Exhibition with a minimum of 42 pre-scheduled (15 minute) appointments from Tuesday 8 October to Thursday 10 October as well as access to the Online Diary to schedule a further 13 appointments (up to a maximum of 55 appointments in total) across three (3) days of the Exhibition. Appointment No Show Fees and Exhibition No Show Fees will apply in accordance with clause [8].
 - e. Entry to all official Networking Events (Buyer must RSVP by the relevant due date and Networking No Show Fees will apply in accordance with clause [8]).
 - f. The opportunity to nominate for the Luxperience Awards.
 - g. Access to LuxConnect – the private online community.

- h. If the Buyer's Registration Form was received by the Organiser, and the Buyer was registered and confirmed on or before Friday 31 May 2019, consideration for inclusion in Familiarisation Tours conducted pre or post-Exhibition.
- ii. Luxperience Hosted National Buyers will receive:
 - a. Return domestic flights* to Sydney on airlines from selected major Australian airports
 - b. Single room accommodation at one of the Luxperience preferred hotels for up to 3 nights, based on check in on Monday 7 October and check out on Thursday 10 October. Early check in and late check outs are at the discretion of the hotel. Buyers may contact hotels directly for additional nights once final hotel confirmations have been sent.
 - c. Hotels are allocated and notified to Buyers by Thursday 5 September.
 - d. Shuttle transfers from hotel to the Exhibition and all official Networking Events.
 - e. Access to the Luxperience Exhibition with a minimum of 42 pre-scheduled (15 minute) appointments from Tuesday 8 October to Thursday 10 October as well as access to the Online Diary to schedule a further 13 appointments (up to a maximum of 55 appointments in total) across three (3) days of the Exhibition. Appointment No Show Fees and Exhibition No Show Fees will apply in accordance with clause [8].
 - f. Entry to all official Networking Events (Buyer must RSVP by the relevant due date and Networking No Show Fees will apply in accordance with clause [8]).
 - g. The opportunity to nominate for the Luxperience Awards.
 - h. Access to LuxConnect – the private online community.
- iii. Luxperience Semi Hosted National Buyers (Premium Leisure or Premium Business), will receive:
 - a. Access to the Luxperience Exhibition between Tuesday 8 October to Thursday 10 October, based on nominated day of attendance at time of registration.
 - b. The opportunity to attend the Exhibition for half day, one (1) full day, two (2) full days or three (3) full days as nominated.
 - c. A half day participation includes up to maximum 12 pre-scheduled appointments on the nominated day of attendance. Appointment No Show Fees and Exhibition No Show Fees will apply in accordance with clause [8].
 - d. A full day participation includes up to maximum 18 pre-scheduled appointments per full day on the nominated day(s) of attendance. Appointment No Show Fees and Exhibition No Show Fees will apply in accordance with clause [8].
 - e. Entry to all official Networking Events (Buyer must RSVP by the relevant due date and Networking No Show Fees will apply in accordance with clause [8]).
 - f. The opportunity to nominate for the Luxperience Awards.
 - g. Access to LuxConnect – the private online community.

3.3 Networking Events

- i. Only the registered Buyer is entitled to attend a Networking Event.
- ii. No spouse, partner or any other individual may accompany the Buyer on any Networking Event except with the prior written approval of the Organiser and subject to the payment of a non-refundable fee of \$165 including GST per Networking Event attended.

4 REGISTRATION AND QUALIFICATION

- 4.1 Each Buyer intending to participate at Luxperience will be required to go through the Luxperience qualification process. This qualification is required to ensure that the Buyer fits the buyer program criteria.
- 4.2 A Buyer must complete and submit the Registration Form by 5PM AEST on Friday 2 August 2019. Only one Registration Form should be submitted by each Buyer and only the first Registration Form submitted will be accepted.
- 4.3 If a Buyer fits the Buyer Program criteria, the Buyer will be accepted to participate at Luxperience and will be informed of the decision by a confirmation email. Only confirmed Buyers will be charged the Participation Fee.
- 4.4 The Participation Fee will be charged to the credit card provided at the point of registration and are non-refundable.
- 4.5 A Buyer who does not provide their credit card details at the point of registration will not be put through the qualification process and consequently may not be able to participate at Luxperience.
- 4.6 The Buyer must supply a minimum of three (3) industry references and must make the referees aware that the Organiser may contact them as part of the qualification process.

5 BUYER REQUIREMENTS

- 5.1 Buyer
- i. Unless otherwise agreed, a Hosted Buyer is required to attend a minimum of 42 Pre-Scheduled Appointments. A Semi-Hosted Buyer is required to attend a minimum of 12 Pre-Scheduled Appointments for each half day participation or 18 Pre-Scheduled Appointments for each full day participation.
 - ii. A Buyer must actively participate in the pre-scheduled appointment process by using the PSA. The Buyer must complete the appointment selections within the guidelines and timeframes set by the Organiser, including selecting and ranking their appointment preferences in order of importance. If a Buyer fails to complete the appointment preferences as required under the guidelines, it may result in a low match rate with less than the minimum required Pre-Scheduled Appointments. It is the responsibility of the Buyer to use the Online Diary to schedule additional appointments to meet the minimum required Pre-Scheduled Appointments.
 - iii. All Hosted Buyers are encouraged to schedule and attend a further 13 additional appointments during the Exhibition using the Online Diary. For the avoidance of doubt, this means that each Hosted Buyer can have up to a maximum of 55 Pre-Scheduled Appointments in total.
 - iv. A Buyer must attend all Pre-Scheduled Appointments. A Hosted Buyer must attend the Exhibition on all days that the Exhibition is held.
 - v. All Buyers must attend all Pre-Scheduled Appointments and Networking Events in a timely manner.
 - vi. All Buyers must maintain a high standard of personal grooming and conduct, including the wearing of business attire.
- 5.2 The Buyer agrees to the Organiser using their information to promote Luxperience, information

that may be used includes, but is not limited to; name, title, occupation, organisation, region, country and testimonials.

- 5.3 Notwithstanding clause [8], a failure by a Buyer to comply with the requirements in clause [5.1] may result in the Buyer being excluded from Luxperience (including any future Luxperience) without refund of any Fees that may have already been paid, such exclusions to be at the Organiser's absolute discretion.
- 5.4 The Buyer is prohibited to sell or to be heard selling products, suppliers or services to the exhibitors or fellow buyers throughout their entire time at Luxperience. Failure to complete with this requirement may result in The Buyer being excluded from Luxperience (including any future Luxperience) without refund of any Fees that may have already been paid, such exclusions to be at the Organiser's absolute discretion.

6 TRAVEL AND ACCOMMODATION

- 6.1 A Hosted Buyer must arrive in Sydney no later than 2.00pm AEST on Monday 7 October 2019 and depart no earlier than the Buyer's final Pre-Scheduled Appointment.
- 6.2 The Organiser will provide a Hosted Buyer with up to 3 nights' accommodation in Sydney between the dates of 7 October and 10 October at one of the Luxperience preferred hotels. This will be on a single room basis. The Organiser will not be responsible for any extra room costs incurred during the stay by the Buyer such as additional nights' accommodation costs, mini-bar costs or dining costs.
- 6.3 Notwithstanding clause [6.2], a Hosted Buyer may be provided with additional nights' accommodation if this is required for the Hosted Buyer's participation in a Familiarisation Tour. This will be at the absolute discretion of the Organiser and/or the host organisation providing the Familiarisation Tour
- 6.4 The Hosted Buyer is responsible for:
- i. all visas, travel permits and other travel requirements including costs incurred in relation to them.
 - ii. travel insurance and appropriate inoculations, including adequate cancellation and lost baggage insurance. If required, the Organiser is able to arrange travel insurance on behalf of the Hosted Buyer, which will be charged the Hosted Buyer at cost. Evidence of a valid travel insurance policy which covers travel to Sydney and/or Australia for Luxperience and cancellation must be provided to the Organiser when requested by the Organiser.
- 6.5 Whilst the Organiser will use its reasonable endeavours to assist Buyers, any delay or loss of baggage will solely be the responsibility of the airline and any subsequent dispute shall be directly between the Buyer and the airline.
- 6.6 The Organiser will not be liable to the Buyer if the Buyer is refused permission to board the aircraft or is refused entry into Australia.

7 PRE- AND POST- EVENT FAMILIARISATION TOURS

- 7.1 Hosted Global Buyers who are registered and confirmed in accordance with clause [4] before 31 May 2019 are eligible to apply for a Familiarisation Tour. Application for a Familiarisation Tour must be made during the registration process.
- 7.2 A Hosted Global Buyer's participation in a Familiarisation Tour is at the absolute discretion of the Organiser and/or the host organisation providing the Familiarisation Tour.
- 7.3 Only one Buyer per company may attend a Familiarisation Tour. No spouse, partner or any other individual may accompany the Buyer on a Familiarisation Tour.
- 7.4 Unless otherwise specified, participation in a Familiarisation Tour will not incur any participation fees. Familiarisation Tours that attract a participation fee will be notified on www.luxperience.com.au
- 7.5 The Organiser and/or the host organisation will endeavour to pay for the cost of the Buyer's flights to and from a Familiarisation Tour destination. However, where flight or any ancillary costs are not paid for by the Organiser and/or host organisation, the Hosted Global Buyer will be responsible for such costs. The Hosted Global Buyer will be notified of such costs before they are incurred and may choose not to participate in the Familiarisation Tour. If the costs are approved by the Hosted Global Buyer, the costs will be charged to the credit card provided at the point of registration.
- 7.6 Hosted Global Buyers approved to participate in a Familiarisation Tour must participate in all aspects of the Familiarisation Tour itinerary. Failure to participate in the Familiarisation Tour itinerary may result in the Cancellation Fee being charged by the Organiser and/or host organisation. Familiarisation Tour itineraries are subject to change without notice.
- 7.7 Hosted Global Buyers approved to participate in a Familiarisation Tour may be required to complete mandatory indemnity forms issued by host organisations.

8 CANCELLATIONS, NO SHOW AND REPLACEMENTS

- 8.1 The Participation Fee is non-refundable and reflects the cost associated with the administration and management of registrations.
- 8.2 Buyers 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 before 2 August 2019 5.00PM AEST	No Cancellation Fee Participation Fee is non- refundable
Cancellations received and acknowledged on or after 2 August 2019 but or before 7 September 2019 5.00PM AEST	AU\$660 Including GST Participation Fee is non- refundable
Cancellations received and acknowledged on or 7 September 2019 5.00PM AEST	AU\$1,100 Including GST Participation Fee is non- refundable
Exhibition No Show	AU\$1,100 Including GST Participation Fee is non- refundable

- 8.3 Global Buyers may cancel their participation in the Familiarisation Tours, subject to the payment of the relevant Cancellation Fee. The Cancellation Fee is payable irrespective of whether the Organiser and/or host organisation incurs a loss as a result of the cancellation:

PERIOD OF NOTICE	CANCELLATION FEE
Cancellations on or after 2 August 2019 5.00PM AEST but before 7 September 2019 AEST	AU\$825 including GST
Cancellation on or after 7 September 2019 5.00PM AEST	AU\$1,100 Including GST
Familiarisation Tour No Show	An amount equal to the cost of attending the Familiarisation Tour, including the cost of any flights, accommodation and any other costs in connection with attendance of the Familiarisation Tour.

- 8.4 All cancellations must be in writing and acknowledged by the Organiser by the dates specified in the table in clauses [8.2] and [8.3]. Cancellations will only be effective upon the Buyer's receipt of acknowledgment in writing by the Organiser of the cancellation. The Organiser reserves the right to make the final decision on all Cancellation Fees.
- 8.5 If a Buyer is unable to attend Luxperience, the Buyer may request that a colleague from their organisation attend as their replacement. The replacement must be approved by the Organiser and is subject to the Buyer Program criteria. If the replacement is approved, the Cancellation Fee will not apply, but the Buyer may be charged for the cost associated with the administration of the replacement.
- 8.6 A Buyer will be charged the No Show Fee for each Pre-Scheduled Appointment the Buyer fails to attend, without the approval of the Organiser. The No Show Fee will be charged to the credit card provided at the point of registration.
- 8.7 If a Buyer fails to attend more than five (5) Pre-Scheduled Appointments, they will be treated as an Exhibition No Show and will incur the relevant Cancellation Fee.
- 8.8 If a Buyer fails to attend a business Networking Event, they will be treated as a Networking Event No Show and will incur the relevant Networking Event No Show Fee.
- 8.9 Cancellation Fees, Appointment No Show Fee, Exhibition No Show Fee, Networking Event No Show Fee, Familiarisation Tour No Show Fees and any other such fees are payable by the relevant Buyer no later than 24 October 2019. If payment has not been made by that date, the fees will be charged to the credit card provided at the point of registration and the Organiser will provide the Buyer with a receipt in respect of such credit card charges.

9 GENERAL

- 9.1 The Buyer acknowledges that:
- i. it has made an independent evaluation of the Buyer Terms and Conditions, the Additional Terms and Conditions and all information provided to it by the Organiser in relation to the Exhibition;
 - 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.

- 9.2 The Organiser may terminate this contract:
- i. without cause prior to the commencement of the Exhibition upon giving one month's written notice to the Buyer;
 - ii. immediately if the Buyer brings the Organiser or the Exhibition into disrepute or into adverse publicity or if the Buyer'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.
- 9.3 The Organiser and its' agents, employees and contractors shall not be liable to the Buyer and their associates for any claim 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 Buyer's attendance at or failure to attend the Exhibition; or
 - ii. 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.
- 9.4 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 number of exhibitors or will achieve any or any particular outcome for the Buyer; or
 - ii. as to the completeness or accuracy of all the information provided by the Organiser and excludes all conditions and warranties implied by custom, general law or statute.
- 9.5 The Organiser shall not be liable for the death or personal injury of any attendee or Buyer, save where such liability cannot be excluded under law.
- 9.6 The Organiser's liability to a Buyer in respect of their attendance at the Exhibition under this contract (as referred to in [2.1]), whether in contract, tort or otherwise, shall not exceed the Participation Fee paid by the Buyer to the Organiser.
- 9.7 The laws of the State of Victoria will apply to this contract and any dispute or court proceedings must be heard in the State of Victoria.
- 9.8 It is a condition of participation in the Exhibition that the Buyer'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 Buyer to arrange essential goods and services to enable the Buyer's successful participation at the Exhibition. Please refer to the Organiser's privacy policy on www.divcom.net.au.
- 9.9 The Buyer consents, under all relevant data protection legislations, to the Organiser communicating with the Buyer by telephone, fax, email and by post and using the Buyer's personal information (including those disclosed in the Registration Form) for internal processing and for disclosure to third parties such as airlines, hotels and exhibitors in connection with the Buyer's attendance at Luxperience. In addition, we may use the Buyer's details to invite the Buyer to other events organised by the Organiser or its affiliates to offer the Buyer other relevant products and services supplied by the Organiser or its affiliates or third parties.
- 9.10 If you do not wish your personal information to be used in any of the ways mentioned in clauses [9.8] and [9.9] above, please contact the Organiser at luxperience@divcom.net.au
- 9.11 The Organiser may, in its sole discretion change, vary or postpone the date, duration and opening hours of the Exhibition and associated events.
- 9.12 Where the Buyer has supplied any intellectual property including trademark or copyright material to the Organiser, its agents, employees or contractors, the Buyer warrants (1) the ownership of and right to use such intellectual property and (2) that the use of such intellectual property by the Organiser will not, create any infringement, misuse or restriction in relation to any party's interest or ownership. At all times the Organiser retains ownership and rights in its intellectual property.
- 9.13 Nothing may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between the parties. This Buyer Terms and Conditions must not be construed against a party merely because that party had the carriage of the drafting.
- 9.14 This Buyer Terms and Conditions, together with the relevant Additional Terms and Conditions and the Registration Form contains the entire understanding between the parties concerning the subject matter and supersedes all prior communications between the parties.
- 9.15 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.
- 9.16 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.
- 9.17 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.