

LUXPERIENCE 2019

MEDIA 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 to 10 October 2019

1. DEFINITIONS

In this document:

- a) **Event Hours** means the period of time between the first and last programmed activity of each day during Luxperience, as set out in the Luxperience Program;
- b) **Exhibition** means Luxperience;
- c) **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;
- d) **Fully Hosted Media Delegate** means a Media Delegate who receives accommodation and/or flights as specified in their confirmation email referred to in clause [4.3];
- e) **GST** has the same meaning as in the GST Law.
- f) **GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- g) **Intellectual Property Rights** means copyright, trademarks, inventions, patents, confidentiality, designs and any registrations and all moral rights.
- h) **Last Cancellation Date** means 6 September 2019;
- i) **Luxperience** means the luxury travel exhibition to be held at the International Convention Centre, Sydney, Australia from 7 to 10 October 2019;
- j) **Luxperience Program** means the full programme for Luxperience 2019 issued by the Organiser and published on Luxperience's website (www.luxperience.com.au) as updated by the Organiser from time to time.
- k) **Media Delegate** means the person registered, and accepted by the Organiser, to attend Luxperience as a media delegate;
- l) **Media Library** means the dedicated space at the Exhibition venue where printed publications are permitted to be displayed (subject to the approval of the Organiser);
- m) **Media Program** means media specific events including but not limited to, the Press Conference;
- n) **Networking Event** means a Luxperience business or social event organised for networking purposes;
- o) **No Show Fee** means, in relation to each Pre-Scheduled Appointment or Networking Event missed, a fee of AUD\$199 including GST;
- p) **Online Diary** is the diary system that facilitates additional self-selected appointments between Luxperience exhibitors, buyers and/or Media Delegates;
- q) **Pre- Scheduled Appointment** means an appointment made via the PSA or Online Diary;
- r) **Press Conference** means [the press conference to be held on Tuesday 8 October 2019];
- s) **PSA** means the pre-scheduled appointment system operated by Organiser to co-ordinate the pre-scheduled appointments of Luxperience exhibitors, buyers and/or Media Delegates;
- t) **Registration Forms** means the "Media Accreditation Form" provided by the Organiser to each Media Delegate intending to participate at Luxperience; and
- u) **Semi Hosted Media Delegate** means a Media Delegate who is not a Fully Hosted Media Delegate.

2. CONTRACT AND INCONSISTENCIES

- 2.1 The Media Delegate acknowledges and agrees that the Registration Form becomes a binding contract between the Media Delegate and the Organiser when the registration is confirmed by the Organiser in accordance with clause [4] and that it is bound by these Media Terms and Conditions by virtue of them:
 - i. completing and submitting the Registration Form;
 - ii. electronically acknowledging that they have read and agreed to this Media Terms and Conditions; or
 - iii. participating in the Exhibition.
- 2.2 In case of inconsistencies, this Media Terms and Conditions will prevail over any other terms and conditions contained in any Registration Form.

3. MEDIA DELEGATE OBLIGATIONS

3.1 Media attendance at Luxperience is designed for Media Delegates to gather material regarding Luxperience and the global luxury and experiential travel industry for publication. Media Delegates must not circulate any promotional material or copies of their publications around the Exhibition venue (including the Media Library) or during Networking Events and must not solicit advertising from Luxperience exhibitors.

4. REGISTRATION AND QUALIFICATION

4.1 A Media Delegate intending to participate at Luxperience will be required to go through the Luxperience qualification process. This qualification is required to ensure that the Media Delegate fits the Luxperience media selection criteria.

4.2 A Media Delegate must complete and submit the Registration Form by 5PM AEST on Friday 2 August 2019. Only one Registration Form should be submitted by each Media Delegate and only the first Registration Form submitted will be accepted.

4.3 Acceptance of an application is at the discretion of the Organiser and its appointed agents. If a Media Delegate fits the Luxperience media selection criteria, the Media Delegate will be accepted to participate at Luxperience and will be informed of the decision by a confirmation email.

5. LUXPERIENCE MEDIA PASS

5.1 Each Media Delegate will be issued with a media pass that is non-transferable and must be worn for the duration of the Exhibition. Media Delegates will not be admitted to the Exhibition or Networking Event without their media pass being displayed.

5.2 Each Media Delegate must personally collect their own media pass from the Organiser.

5.3 A charge will apply for the replacement of a lost media pass.

6. CANCELLATIONS

6.1 If a Media Delegate wishes to cancel their participation in Luxperience, they must submit the request for cancellation to the Organiser in writing prior to the Last Cancellation Date.

6.2 Any Fully Hosted Media Delegate that cancels their participation will be responsible for all relevant costs actually incurred by the Organiser up to the date of cancellation, including accommodation costs, the cost of any flights booked on their behalf and any familiarisation program costs. These costs will be invoiced to the Fully Hosted Media Delegate no later than 14 days after the conclusion of the Exhibition.

7. PRE-SCHEDULED APPOINTMENTS

7.1 Media Delegates who are registered and confirmed in accordance with clause [4] before 2 August 2019 will have the option to participate in the Pre-Scheduled Appointment program, where the Media Delegates may pre-schedule one to one meetings with Luxperience exhibitors. Luxperience exhibitors will also be able to identify participating Media Delegates and request meetings with them.

7.2 Media Delegates who elects to participate in the Pre-Scheduled Appointment program must attend all confirmed appointments. A Media Delegate will be charged the No Show Fee for each Pre-Scheduled Appointment the Media Delegate fails to attend, without the approval of the Organiser.

7.3 If a Media Delegate elects to participate in the Pre-Scheduled Appointment program, the relevant dates and actions required to set up the Pre-Scheduled Appointments are set out below:

7 August 2019	Pre-scheduled Appointment Preferences Open	Online form will be open for two weeks to allow Media Delegates to select their preference of exhibitors to meet with. <i>(Preferences are not confirmed meetings)</i>
30 August 2019	Pre-scheduled Appointment Preferences Close	Online form will close.
11 September 2019	Online Diary Opens	Media Delegates will have access to their Online Diary. The Pre-Scheduled Appointment Preference process will have generated a number of appointments in the Online Diary. Once the Online Diary is open, Media Delegates will be able to contact exhibitors and schedule additional appointments.
<i>Full information and details will be provided during each process</i>		

7.4 Media delegates who do not have a Pre-Scheduled Appointment Program, can meet with exhibitors during networking events, scheduled breaks and when exhibitors have free appointments. A Media Delegate must not to interrupt appointments between Luxperience exhibitors and buyers.

8. ATTENDANCE REQUIREMENTS

- 8.1 A Fully Hosted Media Delegate must attend:
- i. all elements of the Luxperience Program;
 - ii. all elements of the Media Program; and
 - iii. all Pre-Scheduled Appointments (if any).
- 8.2 A Semi Hosted Media Delegate must attend all Pre-Scheduled Appointments (if any) and all elements of the Luxperience Program and the Media Program on their registered attendance days, as specified in their personalised agenda provided by the Organiser. In addition, every Semi Hosted Media Delegate must attend the Press Conference.
- 8.3 A Media Delegate must RSVP by the relevant due date for Networking Events they intend to attend. A Media Delegate will be charged the No Show Fee for each Networking Events (to which the Media Delegate had RSVPed to attend) the Media Delegate fails to attend, without the approval of the Organiser.
- 8.4 A Media Delegate must not participate in any product familiarisations or go offsite at any time during Event Hours, except to participate in activities arranged as part of the Media Program.

9. TRAVEL AND ACCOMMODATION

- 9.1 Fully Hosted Media Delegates provided with hosted flights will be booked on flights, at the discretion of the Organiser. Flights are limited and subject to availability.
- 9.2 All flights are subject to the conditions imposed by the airlines
- 9.3 All flight bookings/itineraries will be made accordingly to Luxperience event dates. Any request to change the bookings/itineraries is subject to flight availability and any additional charges.
- 9.4 The Fully Hosted Media Delegate is responsible for any associated costs relating to connecting travel or flights to the closest point of departure.
- 9.5 The Fully Hosted Media Delegates 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 can arrange travel insurance on behalf of the Fully Hosted Media Delegate, which will be charged to the Fully Hosted Media Delegate 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.

- 9.6 All international Fully Hosted Media Delegates provided with hosted flights must have a valid passport and must provide passport details to the Organiser upon request.
- 9.7 Whilst the Organiser will use its reasonable endeavours to assist Fully Hosted Media Delegates, any delay or loss of baggage will solely be the responsibility of the airline and any subsequent dispute shall be directly between the Fully Hosted Media Delegates and the airline.
- 9.8 The Organiser will not be liable to the Fully Hosted Media Delegate if the Fully Hosted Media Delegate is refused permission to board the aircraft or, in relation to an international Fully Hosted Media Delegates, is refused entry into Australia.
- 9.9 If a Fully Hosted Media Delegate is to be provided with accommodation, the Organiser will provide the Fully Hosted Media Delegate with up to 3 nights' accommodation in Sydney between the dates of 7 – 10 October 2019 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 Fully Hosted Media Delegate such as additional nights' accommodation costs, mini-bar costs or dining costs.
- 9.10 A Fully Hosted Media Delegate must arrive in Sydney no later than 2.00pm AEST on Monday 7 October and depart no earlier than the Fully Hosted Media Delegate's final Pre-Scheduled Appointment.

10. DISPUTE RESOLUTION

- 10.1 If any dispute arises out of or in connection with this contract 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 The Media Delegate acknowledges that:

- i. it has made an independent evaluation of the Media 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.

11.2 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 Media Delegate;
- ii. immediately if the Media Delegate brings the Organiser or the Exhibition into disrepute or into adverse publicity or if the Media Delegate's notoriety affects the Organiser or the Exhibition in a negative manner; or
- iii. immediately if the Organiser suffers an event of Force Majeure upon giving written notice detailing the Force Majeure event.

11.3 The Organiser and its' agents, employees and contractors shall not be liable to the Media Delegate 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 Media Delegate'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.

11.4 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 Media Delegate; 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.

11.5 The Organiser shall not be liable for the death or personal injury of any attendee or Media Delegate, save where such liability cannot be excluded under law.

11.6 The Organiser's liability to a Media Delegate in respect of their attendance at the Exhibition under this contract, whether in contract, tort or otherwise, shall not exceed \$1000.

11.7 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.

11.8 It is a condition of participation in the Exhibition that the Media 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 Media Delegate to arrange essential goods and services to enable the Media Delegate's successful participation at the Exhibition. Please refer to the Organiser's privacy policy on www.divcom.net.au.

11.9 The Media Delegate consents, under all relevant data protection legislations, to the Organiser communicating with the Media Delegate by telephone, fax, email and by post and using the Media Delegate'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 Media Delegate's attendance at Luxperience. In addition, the Organiser may use the Media Delegate's details to invite the Media Delegate to other events organised by the Organiser or its affiliates to offer the Media Delegate other relevant products and services supplied by the Organiser or its affiliates or third parties.

11.10 If you do not wish your personal information to be used in any of the ways mentioned in clauses [11.8] and [11.9] above, please contact the Organiser at luxperience@divcom.net.au

11.11 The Organiser may, in its sole discretion change, vary or postpone the date, duration and opening hours of the Exhibition and associated events.

11.12 Where the Media Delegate has supplied any intellectual property including trademark or copyright material to the Organiser, its agents, employees or contractors, the Media Delegate warrants

- i. the ownership of and right to use such intellectual property and;
- ii. 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.

- 11.13 Nothing may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between the parties. This Media Terms and Conditions must not be construed against a party merely because that party had the carriage of the drafting.
- 11.14 This Media Terms and Conditions, together with the Registration Form contains the entire understanding between the parties concerning the subject matter and supersedes all prior communications between the parties.
- 11.15 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.
- 11.16 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.
- 11.17 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.