

## LUXPERIENCE 2020 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 from 13 October to 16 October 2020.

### 1 DEFINITIONS

1.1 In this document:

- a. **Additional Terms and Conditions** means the terms and conditions contained in the Registration 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 or Self-Scheduled Appointment without the approval of the Organiser.
- d. **Appointment No Show Fee** means, in relation to each Pre-Scheduled Appointment or Self-Scheduled Appointment missed, a fee of AUD\$199 including GST.
- e. **Appointment Program** means the program of appointments described in clause [3.3].
- f. **Appointment Session** has the meaning given to that term in clause [3.3(iii)].
- g. **AUD** means Australian dollars.
- h. **Buyer** means the person registered, and accepted by the Organiser, to participate in Luxperience as a delegate or procurer of luxury and experiential travel or event products.
- i. **Buyer Terms and Conditions** means the terms and conditions contained in this document.
- j. **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.
- k. **GST** has the same meaning as in the GST Law.
- l. **GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- m. **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.
- n. **Luxperience or Exhibition** means the luxury travel exhibition to be held virtually from 13 October to 16 October 2020.
- o. **Online Diary** is the diary system that facilitates additional self-selected appointments between Buyers and Exhibitors following the PSA system matching process.

- p. **Optional Plenary Session** means the “Key Note Sessions”, “Seminar Sessions”, “Education Sessions” and “Panel Discussions”, each of which is a live-streamed event, but which will also be recorded and made available after the session to Buyers who were unable to attend the live-streamed event.
- q. **Participation Fee** has the meaning given to it in clause [3.1]
- r. **Pre-scheduled Appointment** means an appointment made via the PSA System or Online Diary as described in clause [5.1(ii)].
- s. **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.
- t. **Registration Form** means the online registration form titled “Luxperience 2020 Buyer Application” provided by the Organiser to each Buyer intending to participate at Luxperience.
- u. **Self-scheduled Appointment** has the meaning given to that term in clause [5.1(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, which is to be held virtually.

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 relevant to the Buyer; and
- ii. the Buyer Terms and Conditions will prevail over any other terms and conditions contained in any online registration documentation relevant to the Buyer.

### 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. Buyers will receive:
  - a. Access to the virtual Exhibition with a minimum of 42 Pre-Scheduled Appointments (10 minute) from Tuesday 13 October to Friday 16 October as well as access to the Online Diary to schedule a further 54 appointments (up to a maximum of 96

appointments in total) across four (4) days of the Exhibition. Appointment No Show Fees will apply in accordance with clause [6].

- b. Access to the Luxperience Opening Forum
- c. Access to all Optional Plenary Sessions.
- d. Access to LuxConnect – the private online community.

### 3.3 Appointment Program

- i. The Organiser will provide the Buyer with a personalised diary of appointments. Each Buyer's diary will have a combination of Pre-Scheduled Appointments and Self-Scheduled Appointments.
- ii. Buyers attending the full 3-day Appointment Program will receive a minimum of 42 Pre-Scheduled Appointments with the maximum of 96 available appointments via the Online Diary.
- iii. The appointments will be conducted in two sessions on each event day as follows ("**Appointment Session**"):
  - a. Morning Session 09:00AM AEST – 12:15PM AEST
  - b. Afternoon Session 5:00PM AEST – 21:15PM AEST
- iv. Buyers will be required to participate in each Appointment Session for a minimum of 2 hours. You will be required to advise your preferred availability times prior to the match making process.
- v. Each appointment is 10 minutes in duration, with a 5-minute break between appointments. The Online Diary will also include pre-scheduled breaks, with the option to block out additional time if required.
- vi. All appointments will be conducted via video conferencing.

## 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 21 August 2020. 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.
- 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 Buyer is required to attend a minimum of 42 Pre-Scheduled Appointments. In order to achieve this, the Buyer must be available for a minimum of 2 hours during each Appointment Sessions.
  - ii. A Buyer must actively participate in the Pre-Scheduled Appointment process by using the PSA System. 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 Buyers are encouraged to schedule and attend up to a further 54 additional appointments during the Exhibition using the Online Diary (**Self-Scheduled Appointments**). For the avoidance of doubt, each Buyer can have up to a maximum of 96 Pre-Scheduled Appointments and Self-Scheduled Appointments in total.
  - iv. A Buyer must attend all Pre-Scheduled Appointments and Self-Scheduled Appointments in a timely manner.
  - v. A Buyer may select to attend any or all Optional Plenary Sessions (whether live or recorded). The Optional Plenary Sessions will be interactive, and all Buyers are encouraged to actively participate in them in order to maximise the benefits of such sessions. By opting to attend an Optional Plenary Session (whether live or recorded), the Buyer consents to the disclosure referred to in clause [7.8(iii)] and makes the acknowledgment referred to in clause [7.10].
  - vi. All Buyers must maintain a high standard of personal grooming and conduct, including the wearing of business attire and must conduct themselves in an appropriate and respectful manner when participating in the Exhibition.
- 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 [6], 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 Participation 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 products, suppliers or services to the exhibitors while participating in Luxperience. Failure to complete with this requirement may result in the Buyer being excluded from Luxperience (including any future Luxperience) without refund of any Participation Fees that may have already been paid, such exclusions to be at the Organiser's absolute discretion.

## **6 CANCELLATIONS, NO SHOW AND REPLACEMENTS**

- 6.1 The Participation Fee is non-refundable (except as otherwise expressly provided in this Buyer Terms and Conditions) and reflects the cost associated with the administration and management of registrations.
- 6.2 Buyers may cancel their participation registrations. All cancellations must be in writing and acknowledged by the Organiser. Cancellations will only be effective upon the Buyer's receipt of acknowledgment in writing by the Organiser of the cancellation. For the avoidance of doubt, no right of refund of the Participation Fee arises in such circumstances.
- 6.3 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.
- 6.4 A Buyer will be charged the Appointment No Show Fee for each Pre-Scheduled Appointment and Self-Scheduled Appointment the Buyer fails to attend without the approval of the Organiser, to a maximum of AUD\$1,100 including GST. The Appointment No Show Fee will be charged to the credit card provided at the point of registration.
- 6.5 Appointment No Show Fee are payable by the relevant Buyer no later than 30 October 2020. 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.

## **7 GENERAL**

- 7.1 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.
- 7.2 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, and the Participation Fee paid will be refunded in full;
  - 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 of the Participation Fee paid 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 and no right of refund of the Participation Fee paid arises in such circumstances.
- 7.3 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;
  - ii. any failure of the technology platform used to deliver the Exhibition, including the circumstance where such platform fails to operate effectively; or
  - iii. 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 date, time, duration, place or in the manner (including any technology platform) provided or may make it unable to operate the Exhibition effectively. The Organiser reserves the right to re-schedule the Exhibition at another date, time, duration, place and/or manner and no right of refund of the Participation Fee arises in such circumstances.
- 7.4 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.
- 7.5 The Organiser shall not be liable for the death or personal injury of any attendee or Buyer participating in the Virtual Exhibition, save where such liability cannot be excluded under law.
- 7.6 The Organiser's liability to an attendee or Buyer in respect of their participation in the Exhibition under this contract, whether in contract, tort or otherwise, shall not exceed the Participation Fee paid by the Buyer to the Organiser.
- 7.7 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.
- 7.8 It is a condition of participation in the Exhibition that the Buyer's personal information (including those disclosed in the Registration Form) may be provided to:
- i. 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;
  - ii. each exhibitor with whom that the Buyer makes a Pre-Scheduled Appointment or Self-Scheduled Appointment using the PSA System; and
  - iii. each party who conducts an Optional Plenary Session to which the Buyer had opted to attend (whether live or recorded).
- Please refer to the Organiser's privacy policy on [www.divcom.net.au](http://www.divcom.net.au).
- 7.9 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 in connection with the Buyer's attendance at Luxperience. In addition, the Organiser 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.
- 7.10 The Buyer acknowledges that the Organiser will own all the rights, title and interest in all information and data accumulated, compiled, disseminated, extracted or processed by the Organiser from the Optional Plenary Sessions.
- 7.11 If you do not wish your personal information to be used in any of the ways mentioned in clauses [7.8] and [7.9] above, please contact the Organiser at [luxperience@divcom.net.au](mailto:luxperience@divcom.net.au)
- 7.12 The Organiser may, in its sole discretion:
- i. change, vary or postpone the date, time, duration and place of the Exhibition and associated events; or
  - ii. change the manner that the Exhibition and associated events will be held (including any technology platform).
- The Organiser shall give notice in writing to the Buyer advising of such change, variation or postponement (**Change Notice**). If the Buyer does not agree to participate in the Exhibition pursuant to the Change Notice, the Buyer may terminate this contract by notice in writing within 5 business days of the date of Change Notice and the Buyer is taken to have cancelled their participation registration and no right of refund of the Participation Fee arises in such circumstances. If the Buyer elects to participate in the next exhibition held by the Organiser in the following year, the Participation Fee retained will be applied to satisfy (in whole or in part as the case may be) the aggregate fees chargeable by the Organiser with regard to that exhibition.
- 7.13 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.
- 7.14 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.
- 7.15 This Buyer Terms and Conditions, together with the relevant Additional Terms and Conditions (including the Registration Form) contains the entire understanding between the parties concerning the subject matter and supersedes all prior communications between the parties.
- 7.16 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.
- 7.17 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.
- 7.18 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.
- 7.19 All dates and times in this Buyer Terms and Conditions are AEST.