

## LUXPERIENCE 2020

### 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 13 to 16 October 2020

#### 1. DEFINITIONS

In this document:

- a) **AEST** means Australian Eastern Standard Time.
- b) **Appointment No Show** refers to a Media Delegate who fails to turn up to a Pre-Scheduled Appointment or Self-Scheduled Appointment without the approval of the Organiser.
- c) **Appointment Program** means the program of appointments described in clause [3.3].
- d) **Appointment Session** has the meaning given to that term in clause [3.3(iii)].
- e) **AUD** means Australian dollars.
- f) **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;
- g) **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;
- h) **GST** has the same meaning as in the GST Law.
- i) **GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- j) **Intellectual Property Rights** means copyright, trademarks, inventions, patents, confidentiality, designs and any registrations and all moral rights.
- k) **Last Cancellation Date** means Monday 24<sup>th</sup> August 2020;
- l) **Luxperience or Exhibition** means the luxury travel exhibition to be held virtually 13 to 16 October 2020;
- m) **Luxperience Program** means the full programme for Luxperience 2020 issued by the Organiser and published on Luxperience's website ([www.luxperience.com.au](http://www.luxperience.com.au)) as updated by the Organiser from time to time.
- n) **Media Delegate** means the person registered, and accepted by the Organiser, to attend Luxperience as a Media Delegate;
- o) **Media Terms and Conditions** means the terms and conditions contained in this document.
- p) **No Show Fee** means, in relation to each Pre-Scheduled Appointment or Networking Event missed, a fee of AUD\$199 including GST;
- q) **Online Diary** is the diary system that facilitates additional self-selected appointments between Media and Exhibitors following the PSA system matching process;
- r) **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 Media who were unable to attend the live-streamed event.
- s) **Pre-Scheduled Appointment** means an appointment made via the PSA or Online Diary;
- t) **PSA System** means the pre-scheduled appointment system operated by Organiser to co-ordinate the pre-scheduled appointments of Luxperience exhibitors, buyers and/or Media Delegates;
- u) **Registration Forms** means the "Media Accreditation Form" provided by the Organiser to each Media Delegate intending to participate at Luxperience;
- v) **Self-scheduled Appointment** has the meaning given to that term in clause [3.4(iii)].

## **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 virtual 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 & INCLUSIONS**

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 solicit advertising from Luxperience exhibitors.

### **3.2 Inclusions**

- i. Media Delegates 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 to be held virtually
  - b. Access to the Luxperience Opening Forum
  - c. Access to all Optional Plenary Sessions

### **3.3 Appointment Program**

- i. The Organiser will provide the Media Delegate with a personalised diary of appointments. Each Media Delegates diary will have a combination of Pre-Scheduled Appointments and Self-Scheduled Appointments.
- ii. Media Delegates 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 08:00AM AEST – 12:15PM AEST
- b. Afternoon Session 5:00PM AEST – 21:15PM AEST

- iv. Media Delegates 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.

### **3.4 Media Delegates**

- i. Unless otherwise agreed, a Media Delegate is required to attend a minimum of 42 Pre-Scheduled Appointments. In order to achieve this, the Media Delegate must be available for a minimum of 2 hours during each Appointment Session.

- ii. A Media Delegate must actively participate in the Pre-Scheduled Appointment process by using the PSA System. The Media Delegate 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 Media Delegate 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 Media Delegate to use the Online Diary to schedule additional appointments to meet the minimum required Pre-Scheduled Appointments.

- iii. All Media Delegates 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 Media Delegate can have up to a maximum of 96 Pre-Scheduled Appointments and Self-Scheduled Appointments in total.

- iv. A Media Delegate must attend all Pre-Scheduled Appointments and Self-Scheduled Appointments in a timely manner.

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- v. A Media Delegate may select to attend any or all Optional Plenary Sessions (whether live or recorded). The Optional Plenary Sessions will be interactive, and all Media Delegate 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 Media Delegate consents to the disclosure referred to in clause [8.8(iii)] and makes the acknowledgment referred to in clause [8.10].
- vi. All Media Delegates 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.

#### 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 21 August 2020. 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. CANCELLATIONS

- 5.1 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. PRE-SCHEDULED APPOINTMENTS

- 6.1 Media Delegates who are registered and confirmed in accordance with clause [4] before 21 August 2020 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.

- 6.2 Media Delegates who elect 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.
- 6.3 The relevant dates and actions required to set up the Pre-Scheduled Appointments are set out below:

24 August 2020	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>
11 September 2020	Pre-scheduled Appointment Preferences Close	Online form will close.
29 September 2020	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.
<b><i>Full information and details will be provided during each process</i></b>		

#### 7. DISPUTE RESOLUTION

- 7.1 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.

#### 8. GENERAL

- 8.1 The Media Delegate acknowledges that:

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- 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 It is a condition of participation in the Exhibition that the Media Delegates 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 Media Delegate to arrange essential goods and services to enable the Media Delegates' successful participation at the Exhibition;
  - ii. each exhibitor with whom that the Media Delegate 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 Media Delegate 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).
- 8.9 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.
- 8.10 If you do not wish your personal information to be used in any of the ways mentioned in clauses [8.8] and [8.9] above, please contact the Organiser at [luxperience@divcom.net.au](mailto:luxperience@divcom.net.au)

- 8.11 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 Media Delegate advising of such change, variation or postponement (**Change Notice**). If the Media Delegate does not agree to participate in the Exhibition pursuant to the Change Notice, the Media Delegate may terminate this contract by notice in writing within 5 business days of the date of Change Notice and the Media Delegate is taken to have cancelled their participation registration.

- 8.12 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
- iii. the ownership of and right to use such intellectual property and;
  - iv. 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.

8.13 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.

8.14 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.

8.15 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.

8.16 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.

8.17 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.