

LUXPERIENCE 2023

BUYER TERMS AND CONDITIONS

Luxperience is owned by Flight Centre Travel Group Limited ABN 25 003 377 188 of Southpoint, 275 Grey Street South Brisbane QLD 4101 Australia (**Organiser**).

Luxperience will be conducted in ICC The Gallery Darling Harbour Sydney, Australia from 13 November to 16 November 2023.

1 DEFINITIONS

1.1 In this document:

- a. **Additional Terms and Conditions** means other additional FCTG terms and conditions.
- 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\$1100 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:
 - ii. 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 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. **Intellectual Property Rights** means all present and future intellectual property rights, whether registered or not and whether registrable or not,

including without limitation: (i) patents, copyright, rights in circuit layouts, registered designs, trademarks, moral rights and the right to have confidential information kept confidential; and (ii) any application or right to apply for registration of any of those rights.

t. **LuxConnect** means the private online platform (App) 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.

u. **Luxperience or Exhibition** means the luxury travel exhibition to be held at the International Convention Centre, Sydney, Australia from 13 November to 16 November 2023.

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\$1100 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 participation fee is waived for a Buyer to participate at Luxperience.

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 13 November and check out Thursday 16 November. 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 8 September 2023.
- c. Shuttle transfers from airport to hotel and all official Networking Events.
- d. Access to the Luxperience Exhibition with a minimum of 42 pre-scheduled (15 minute) appointments from Tuesday 14 November to Thursday 16 November 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. Access to LuxConnect – the private online (App) community.

If the Buyer's Registration Form was received by the Organiser, and the Buyer was registered and confirmed on or before Monday 21 August 2023, the Buyer will be considered for inclusion in Familiarisation Tours conducted pre or post-Exhibition.

ii. Luxperience Hosted National Buyers will receive:

- a. 3 nights' accommodation at a Sydney hotel and all meals (stated) are included during the event program.
- b. 3 days full day participation includes up to maximum 55 pre-scheduled appointments of attendance. Appointment No Show Fees and Exhibition No Show Fees will apply in accordance with clause [8].
- c. 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]).
- d. Access to LuxConnect – the private online (App) community.

iii. Luxperience Semi Hosted National Buyers (Premium Leisure or Premium Business), will receive:

- a. Access to the Luxperience Exhibition between Tuesday 14 November to Thursday 16 November, based on nominated day of attendance at time of registration.
- b. The opportunity to attend the Exhibition for one (1) full day, two (2) full days or three (3) full days as nominated.
- c. A full day participation includes up to maximum 21 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].
- d. 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]).
- e. Access to LuxConnect – the private online (App) 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 \$350 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 1 September 2023. 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.

4.4 The Participation Fee will be waived at the point of the registration.

4.5 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 Prescheduled Appointments. A Semi-Hosted Buyer is required to attend a minimum of 21 Pre-Scheduled Appointments for each 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 personal information to promote Luxperience. Personal 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 Exhibitions) 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 Exhibitions) 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 3.00pm AEST on Monday 13 November 2023 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 13 November and 16 November at one of the Luxperience preferred partner 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. 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 21 August 2023 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 Familiarisation Tours will attract a participation fee and will be notified on www.luxperience.com.au

7.5 The Hosted Global Buyer will be notified of costs of a familiarisation tour before they are incurred and may choose not to participate in the Familiarisation Tour. If the costs are approved by the Guest Experience Manager, 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 Buyer Participation Fee is waived for the 2023 event.

8.1 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:

9 PERIOD OF NOTICE CANCELLATION FEE

9.1 Cancellations must be received via email to info@luxperience.com.au and acknowledged before 24 August 2023 5.00PM AEST will not incur a fee.

9.2 Cancellation Fee \$850 will be enforced when cancellations received and acknowledged after 24 August 2023.

9.3 Cancellations received and acknowledged on or 8 September 2023 5.00PM AEST will incur a cancellation fee AU\$1,100 Including GST

9.4 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.

9.5 All cancellations must be in writing and acknowledged by the Organiser by the dates specified in clauses [9.1, 9.2] and [9.3]. 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.

9.6 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.

9.7 A Buyer will be charged the Appointment No Show Fee for each Pre-Scheduled Appointment the Buyer fails to attend, without the approval of the Organiser. The Appointment No Show Fee will be charged to the credit card provided at the point of registration.

9.8 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.

9.9 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.

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 20 November 2023. If payment has not been made by that date, the fees will be charged to the credit card provided during the show and the Organiser will provide the Buyer with a receipt in respect of such credit card charges.

10 INDEMNITIES, WARRANTIES AND EXCLUSIONS

10.1 The Buyer acknowledges that:

- i. it has made an independent evaluation of the Buyer Terms and Conditions, the relevant Registration Form, 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.

10.2 The Organiser and its agents, employees and contractors shall not be liable to the Buyer and their agents, employees and associates 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 Buyer's attendance at or failure to attend the Exhibition.
- ii. the Buyer's failure to comply with this Buyer Terms and Conditions and Additional Terms and Conditions.
- iii. any failure of the technology platform used to deliver the Exhibition, including the circumstance where such platform fails to operate effectively; or
- iv. 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 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.

10.3 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.

10.4 The Organiser shall not be liable for the death or personal injury of any attendee or Buyer participating in the Exhibition, save where such liability cannot be excluded under law.

10.5 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.

11 TERMINATION / CHANGE EVENT

11.1 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.

10.2 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.

12 PRIVACY LAW

12.1 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;

12.2 The Organiser shall use and treat any Buyer's personal information received pursuant to clause [11.1] in accordance with the Organiser's privacy policy on <https://www.fctgl.com/privacy-policy>.

12.3 The Buyer consents, under the *Privacy Act 1988* (Cth) and under all relevant data protection legislations, to the Organiser communicating with the Buyer by telephone, 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 or services supplied by the Organiser or its affiliates or third parties.

12.4 If you do not wish your personal information to be used in any of the ways mentioned in clauses [11.1] and [11.3] above, please contact the Organiser at info@luxperience.com.au

13 INTELLECTUAL PROPERTY RIGHTS

13.1 The Organiser retains ownership in all its Intellectual Property Rights pre-existing and no assignment, grant, interest, or entitlement arises to any party including the Buyer as a result of this contract unless by written agreement.

13.2 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.

13.3 The Buyer 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 Buyer or their employees, contractors, or agents.

13.4 Where the Buyer provides any Intellectual Property Rights or materials to the Organiser (or its employees, agents or contractors), the Buyer 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.

13.5 Where the Buyer has supplied any Intellectual Property Rights to the Organiser, its agents, employees or contractors, the Buyer warrants (1) the ownership of and right to use such Intellectual Property Rights; and (2) that the use of such Intellectual Property Rights by the Organiser will not, create any infringement, misuse, or restriction in relation to any party's interest or ownership.

13.6 At all times the Organiser retains ownership and rights in its intellectual property.

14 GENERAL

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 All dates and times in this Buyer Terms and Conditions are AEST.

14.7 The laws of the State of New South Wales will apply to this contract and any dispute or court proceedings must be heard in the State of New South Wales.