

**“A”**

This is annexure “A” to the Exhibitor Application completed and submitted by You

## Exhibitor agreement

### BETWEEN

Expert Events Pty Ltd

ABN 35 619 941 561

### AND

The exhibitor identified in the exhibitor application of which this agreement forms annexure “A”:

Expert Events Pty Ltd  
PO Box 351 | Hamilton Central Qld 4007 Australia  
Suite 11 | 137–143 Racecourse Road Ascot Qld 4007  
Phone +61 7 3848 2100  
[www.expertevents.com.au](http://www.expertevents.com.au)

## PARTIES:

**EXPERT EVENTS PTY LTD** (ABN 35 619 941 561) of Suite 11, 137–143 Racecourse Road, Ascot, Queensland 4007 (“**We**”, “**Us**”, “**Our**”)

and

**THE EXHIBITOR IDENTIFIED IN THE EXHIBITOR APPLICATION, OF WHICH THIS AGREEMENT COMPRISES ANNEXURE “A”** (“**You**”, “**Your**”)

## BACKGROUND:

You wish to exhibit Your products or services at the Event on the terms and conditions contained in this Agreement, and, in response to the Exhibition Prospectus, have submitted an Exhibitor Application to Us.

## OPERATIVE PROVISIONS:

### 1 Interpretation

#### 1.1 Definitions

Where used in this Agreement the following expressions have the following respective meanings:

Expression	Meaning
<b>Agreement</b>	This document, any annexures or other documents incorporated by reference, including the Exhibition Prospectus and the Exhibitor Application
<b>Confidential Information</b>	Information pertaining to the subject matter of this Agreement, a party’s employees, agents and contractors, a party’s customers or suppliers, a party’s finances, business and marketing plans, transactions and activities, a party’s products and/or services and a party’s Intellectual Property. The expression includes information no matter how or when it is received and whether the information is marked or labelled “confidential”, “secret” or otherwise.
<b>Event</b>	The conference or event identified in the Exhibition Prospectus and the Exhibitor Application
<b>Exhibition</b>	Your exhibition stand, booth, stall or other promotional structure or presence at the Event
<b>Exhibition Fee</b>	The sum(s) of money that You must to pay under this Agreement, as specified in the Exhibition Prospectus

<b>Exhibition Materials</b>	All things and materials You or Your contractors bring onto the Venue premises for the purposes of the Exhibition and includes (without limitation) all structural and build materials, tools, equipment, products, promotional gifts, promotional materials, displays, banners, advertisements, images and videos, interactive presentations and sound or image broadcasts
<b>Exhibition Prospectus</b>	The document inviting exhibitors for the Event, in response to which You have submitted Your Exhibitor Application
<b>Exhibitor Application</b>	The form entitled “Exhibitor Application” completed and submitted by You to Us, of which this Agreement comprises Annexure “A”
<b>Exhibitor Entitlements</b>	The benefits to be provided to You in exchange for the Exhibition Fee under this Agreement as specified in the Exhibition Prospectus
<b>GST</b>	The tax imposed or assessed by the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth), as amended from time to time and associated legislation
<b>Host</b>	The person, company or organisation that has engaged Us to provide event-management services as its agent in connection with the Event, as specified in the Exhibition Prospectus
<b>Insolvency Event</b>	Any form of administration in insolvency including bankruptcy, liquidation, receivership or voluntary administration, compromise with creditors, ceasing to trade or being unable to pay debts as they fall due
<b>Intellectual Property</b>	All forms of intellectual property throughout the world including patents, petty patents, innovation patents, patentable inventions, know-how, trade marks (whether registered or unregistered), copyright, registered and registrable designs, circuit layout rights, plant variety rights, applications for registration of any of the foregoing and rights to apply for registration of any of the foregoing, and whether existing under statute or common law or otherwise
<b>Venue</b>	The venue for the Event as specified in the Exhibition Prospectus and the Exhibitor Application
<b>Venue Rules</b>	All rules applicable to the installation, presentation, removal and use of Your Exhibition and Exhibition Materials and to the conduct and attire of exhibitors and Attendees and includes all directions made from time to time by Venue-operator staff or its authorised contractors.

## 1.2 Interpretation

The following rules apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply:

- (a) Headings and catchwords are for convenience only, and do not affect interpretation;
- (b) A reference to:
  - (i) a party to this Agreement or to any other document or agreement includes a successor, permitted substitute or a permitted assign of that party;
  - (ii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
  - (iii) conduct includes any omission, representation, statement or undertaking, whether or not in writing;
  - (iv) anything (including a right, obligation or concept) includes each part of it; and
  - (v) except as otherwise provided, a reference to a period of time (including without limitation, a year, a month and a day) is to a calendar period;
- (c) A singular word includes the plural, and vice versa;
- (d) A word which suggests one gender includes any gender;
- (e) If a word is defined, another part of speech has a corresponding meaning;
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (g) Specifying anything in this document after the words including or includes or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (h) A reference to dollars or \$ is to an amount in Australian currency unless otherwise specified;
- (i) Interpretation of any covenant clause or word mentioned herein shall not be restricted by reference to any other covenant clause or word mentioned herein or by the juxtaposition of the same; and
- (j) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and no discussion or correspondence referring to that subject matter shall be binding unless incorporated in this document.

## 2 Expert Events is agent for the Host

### 2.1 Capacity

You acknowledge and agree that We enter into this Agreement in Our capacity as agent for and on behalf of the Host. All of Our obligations, rights and remedies under this Agreement are obligations, rights and

remedies of the Host. To the extent that this Agreement confers a benefit, right or remedy on the Host, it is intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy.

### **3 Exhibition Prospectus and Exhibitor Application**

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#### **3.1 This Agreement applies if We accept Your Exhibitor Application**

This Agreement applies if and commences when We accept Your Exhibitor Application. We may reject Your Exhibitor Application for any reason We deem fit, including insufficient Venue space for Your Exhibition and/or that any limit on the number Exhibitors of a particular classification or level has been reached.

#### **3.2 Your acknowledgement and warranty re Exhibition Prospectus and Exhibitor Application**

You acknowledge and warrant that:

- (a) You have received and read the Exhibition Prospectus thoroughly;
- (b) the information You have provided in Your Exhibitor Application is true and correct in all respects;
- (c) You are not aware of any fact or circumstance, whether actual or potential, that would cause You to breach any of the provisions of this Agreement, or that may entitle us to terminate it; and
- (d) We may reject Your Exhibitor Application for any reason We deem fit.

### **4 Exhibitor Entitlements**

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#### **4.1 Provision of the Exhibitor Entitlements**

You will be provided with the Exhibitor Entitlements:

- (a) subject to Your compliance with, and on the terms and conditions of, this Agreement;
- (b) as specified in the Exhibition Prospectus and the Exhibitor Application;
- (c) subject to the completion of any milestones or prerequisites as provided in the Exhibition Prospectus; and
- (d) subject to Your compliance with, and in accordance with, the Venue Rules.

#### **4.2 Exhibitor Entitlements not exclusive**

Unless expressly specified to the contrary in the Exhibition Prospectus and the Exhibitor Application, this Agreement and the Exhibitor Entitlements are not exclusive to You in any respect and We may engage other exhibitors for the Event, including exhibitors whose products or services may compete with Yours.

### **5 Venue Rules**

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#### **5.1 Exhibitor Entitlements subject to Venue Rules**

**You:**

- (a) agree that provision of the Exhibitor Entitlements is subject to, and to Your compliance with, the Venue Rules;
- (b) warrant that, if You commence delivery to or construction of Your Exhibition at, the Venue, You have received a copy of the Venue Rules, or otherwise accessed them, and have thoroughly acquainted Yourself, Your staff and contractors with their requirements and where necessary, have given a copy of the Venue Rules to Your contractors;
- (c) must at all times comply with the Venue Rules and must procure that Your employees and contractors comply with them;
- (d) must comply with any directions given by Venue staff or any authorised contractor of the operator of the Venue; and
- (e) must notify Us immediately in writing and provide such information as We require, if You become aware of any breach of the Venue Rules.

## **6 Certain promises regarding Event are excluded**

### **6.1 No warranty re success of the Event**

You acknowledge and agree that neither We nor the Host make or have made any binding warranty, promise, representation or prediction concerning:

- (a) the number and types of the businesses, products or services that will be exhibited or otherwise promoted at the Event;
- (b) the number of persons who shall attend the Event, their seniority or status, or the nature of the businesses they may represent; and/or
- (c) the number or value of sales leads that You may obtain as a result of Your Exhibition.

Any predictions We or the Host may make or have made concerning the Event, or information or statistics that We or the Host may provide or have provided concerning previous events, are/were provided in good faith, but they are not binding upon Us. You acknowledge and agree that You have not relied and do not rely on such predictions, statistics or information to determine whether to enter into this Agreement.

### **6.2 No warranty that Event will proceed without variation or cancellation**

You acknowledge and agree that the Event is subject to variation as provided in clause 12 and neither We nor the Host make or have made any binding warranty, promise or representation that:

- (a) the Event will proceed on the date(s) or at the venue proposed in the Exhibition Prospectus, or at all; and/or
- (b) the Event programme will proceed as advertised or that the speakers, entertainers or other participants will be as advertised.

## **7 Exhibition Fees**

### **7.1 Payment of the Exhibition Fees**

You must pay the Exhibition Fees and any applicable GST in the amount specified in the Exhibition Prospectus.

## **7.2 When payment is required**

You must pay the Exhibition Fees and GST in full:

- (a) within 14 days of the date of a tax invoice submitted by the Host or Us; or
- (b) before You bring (or cause to be brought) any Exhibition Materials or other property on or into the Venue,

whichever is earlier.

## **7.3 Suspension of Exhibitor Entitlements etc.**

If You do not comply with this Agreement in any respect, including if You do not pay the Exhibition Fee by the date(s) specified in the Exhibition Prospectus:

- (a) We may suspend provision of the Exhibitor Entitlements; and/or
- (b) We may refuse You, Your contractors and Your Exhibition Materials access or entry into the Venue,

until You have fully complied with Your obligations. The exercise of this remedy is not Our exclusive remedy and We may exercise any other remedy available to Us under this Agreement or under the law.

## **8 GST**

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### **8.1 Exhibitor must pay GST**

Exhibition Fees and other payments under this Agreement and in the Exhibition Prospectus and the Exhibitor Application are expressed exclusive of GST unless otherwise specified. You must pay, in addition to the Exhibition Fees and any other payments required under this Agreement, the sum calculated as the GST on those payments.

### **8.2 If GST rate is varied**

Exhibition Fees and other monies payable under this Agreement are expressed in the Exhibition Prospectus at the rate prevailing at the time of its publication. If the GST rate is subsequently varied at any time before payment is made under this Agreement, You agree that You must pay GST on the relevant taxable supply at the varied rate and that We may reissue, or separately issue any invoice submitted to You to include or recover GST at the varied rate.

## **9 Warranties**

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### **9.1 Warranties by both parties**

Each party warrants that:

- (a) it will not breach any agreement, duty or obligation of any kind by entering into and performing its obligations under this Agreement; and

- (b) it has not suffered, nor been threatened with an Insolvency Event.

## **9.2 Warranties by Exhibitor**

You warrant and agree that:

- (a) You have received and reviewed the Venue Rules and Your Exhibition does not and will not breach the Venue Rules; and
- (b) if Your Exhibition is to be constructed by You or Your contractors, You or Your contractors (as the case may be) are, or will be, sufficiently skilled, licensed, qualified and experienced to undertake the works, having regard to their type, construction method, materials, size, scale and location;
- (c) Your Exhibition will comply with all applicable laws, industry and building codes and guidelines;
- (d) the Exhibition Materials and Your Exhibition:
- (i) and its construction will not create a risk to the health and safety of any person;
  - (ii) are or will be constructed or installed to a quality and standard that is equal or better than a reasonable standard in the circumstances;
  - (iii) will not damage the reputation of the Event, the Host, Us or the Venue;
  - (iv) do not and will not infringe the Intellectual Property, contractual, confidentiality, privacy or other legal rights of any person;
  - (v) are not and will not be misleading or deceptive in any respect, or contain any misrepresentation of any kind;
  - (vi) are not and will not be derogatory or defamatory of any person, organisation or product of any kind; and
  - (vii) are not and will not be likely to be considered by a reasonable person to be offensive or otherwise inappropriate for display at the Event.

## **10 Exhibitor to Provide Particulars of Exhibition Materials and Information**

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### **10.1 Exhibitor to provide information on request**

You must, when requested by Us or the Venue operator, promptly provide particulars of all Exhibition Materials and any information concerning Your proposed Exhibition or its construction. Neither We nor the Host will be liable for any delay in or failure to provide Exhibitor Entitlements if You do not comply with this clause.

## **11 Cancellation of Event; Cancellation of Your Participation as Exhibitor**

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### **11.1 Acknowledgement by Exhibitor**

You acknowledge and agree that the Event may be cancelled at any time and from time to time for any reason, including but not limited to circumstances beyond the Host's or Our control or the control of the operator of the Venue.

### **11.2 Host and Expert Events not liable if Event cancelled**



Subject to clause 11.4, You agree that We and the Host are not liable for any losses, damage, liability or claim caused to You directly or indirectly by cancellation of the Event for any reason whatsoever.

### **11.3 Postponed or “brought forward” Event**

If We or the Host determine to hold the Event at a different date (whether before or after the date proposed for the Event noted in the Exhibition Prospectus) the Event is deemed not to have been cancelled and clause 12 applies.

### **11.4 Consequences of cancellation of Event**

If the Event is cancelled (but not postponed or brought forward):

- (a) We must promptly notify You of cancellation; and
- (b) all Exhibition Fees received will be refunded to You in full.

### **11.5 Your cancellation of participation as an Exhibitor at the Event**

You may cancel Your participation at the Event by written notice to Us at any time and for any reason. If You give Us such notice:

- (a) You will not be admitted to the Venue as an Exhibitor and the space allocated to You may be sold/reserved to someone else; and
- (b) You must pay (or if You have paid the Exhibition Fee in full, We may retain) such portion of the Exhibition Fee (and GST thereon) as is set out in the cancellation scale contained in the Exhibition Prospectus, which sets out the portion payable by reference to the date that We receive Your notice (see clause 24).

## **12 Variation of Event**

### **12.1 Expert Events/Host may vary Event**

You acknowledge and agree that the Event is subject to variation by Us and/or the Host at any time and from time to time, subject to clause 12.2, without liability to You, including but not limited to changes to:

- (a) the venue or the location of the Event or components of the Event within the venue;
- (b) the date(s) of the Event;
- (c) programme content, its order or session times;
- (d) the speakers, entertainers and other presenters;
- (e) the social programme and any venue for dinners and other social events.

If (and only if) the Event is postponed or moved to a different primary venue, reasonable endeavours will be made to give You notice (in this clause 12, a “Variation Notice”) and clause 12.2 applies. In all other cases, details of material changes will be posted to the Event Website. You are responsible for checking for such notifications/alerts prior to the Event.

## 12.2 Consequences of postponement or change of venue

On receipt of a Variation Notice, at Your option You may:

- (a) within 14 days, notify Us in writing (see clause 24) that You cannot, or do not wish to, participate as an Exhibitor at the Event as varied, in which case, subject to proof of purchase, a refund of monies actually received is your sole entitlement and neither We nor the Host will be liable for any losses you incur as a consequence of such postponement, including but not limited to transportation or accommodation costs; or
- (b) notify Us that you wish to participate as an Exhibitor at the Event at its new (postponed or “brought forward”) date(s) and/or venue, in which case, the monies paid by you will be retained.

**Important:** If, within 14 days of the date of the Variation Notice, We do not receive Your notice under paragraph (a) of this subclause, you are deemed to have accepted the variation of the Event at its new (postponed or “brought forward”) date(s) and/or venue, on these terms and conditions and the monies you have paid will be retained as payment for Your participation as an Exhibitor at the Event as varied.

## 13 Your Breach may cause Us Liability to Third Parties

### 13.1 Losses recoverable by Us

You acknowledge and agree that:

- (a) Your negligence or breach of this Agreement or of the Venue Rules may cause us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We or the Host may have to the Venue operator or other third parties, such as other exhibitors at, or attendees, of the Event; and
- (b) Any loss or liability We incur to the Venue operator or any other third party, as a direct or indirect consequence of any such negligence or breach by You, is a reasonably foreseeable loss recoverable by Us from You.

## 14 Termination of this Agreement

### 14.1 Termination for cause

A party to this Agreement (the “Terminating Party”) may, at its option, by written notice to the other party, terminate this Agreement with immediate effect if:

- (a) the other party is subject to an Insolvency Event;
- (b) the other party commits a breach of any term or warranty of this Agreement which is capable of rectification but is not rectified to the reasonable satisfaction of the Terminating Party within a reasonable period, given the proximity of the breach to the Event date(s) after receipt of a notice by the other party specifying the breach; or
- (c) the other party commits a breach of any term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

### 14.2 Termination by Us for non-payment

We may terminate this Agreement by written notice to You if You fail to pay monies payable under this Agreement by the due date for payment.

#### **14.3 Termination for disrepute**

We may terminate this Agreement with immediate effect by written notice to You if You commit an act or omission which, in Our reasonable opinion, has materially damaged or is likely to materially damage Our reputation or that of the Host or the Event.

#### **14.4 Sole rights of termination**

The rights of termination in this clause 14 and otherwise expressly set out in this Agreement are the sole rights of termination exercisable by the parties, but in all other respects the common-law rights and remedies of the parties are preserved. For example, on termination of this Agreement for default, a party may exercise its right to claim damages from the defaulting party unless otherwise expressly excluded under this Agreement.

#### **14.5 Consequences of termination**

On termination or expiry of this Agreement by either party for any reason:

- (a) all Exhibitor Entitlements cease;
- (b) excepting only in the case of termination by You under clause 14.1, You must pay all Exhibition Fees payable under this Agreement that are due and payable under this Agreement up to and including the date of termination;
- (c) You must cease referring to Yourself as an exhibitor at the Event;
- (d) each party must cease making further use of the Intellectual Property of the other party;
- (e) such termination is without prejudice to any and all rights and remedies which had accrued to the benefit of the parties to the date of termination; and
- (f) all rights and obligations of the parties survive such expiry or termination if they are, by express provision or by reasonable implication, intended to so survive.

## **15 Intellectual Property**

### **15.1 No transfer of Intellectual Property**

Nothing in this Agreement constitutes a transfer of any Intellectual Property of a party to the other party. The rights conferred on each party to use the Intellectual Property of the other party rest in contract only. For the avoidance of doubt, all Intellectual Property in a work created by a party for the purposes of the Event and the performance of a party's obligations under this Agreement remains the property of the party that created that work.

### **15.2 Licence of Your Intellectual Property to Us**

- (a) You grant to Us a licence (in this clause, the "Licence") to use Your Intellectual Property for the sole purposes of providing the Exhibitor Entitlements and otherwise performing Our obligations and exercising Our rights under this Agreement.

- (b) The Licence is:
  - (i) worldwide;
  - (ii) non-exclusive;
  - (iii) non-transferrable, except in the case of permitted assignment or novation of this Agreement;
  - (iv) sub-licensable but only for the purposes of engaging any subcontractor to assist in promoting, organising, staging and holding the Event or to provide the Exhibitor Entitlements; and
  - (v) fee-free.
- (c) You warrant that Our use of Your Intellectual Property under the Licence will not infringe the Intellectual Property rights or other legal rights of any person.

## **16 Confidential Information**

### **16.1 Non-disclosure and restricted copying**

Subject to clause 16.2, a party must not disclose any Confidential Information to a third party.

### **16.2 Exceptions to non-disclosure**

Notwithstanding the preceding clause, a party may disclose Confidential Information of the other party if the disclosure is:

- (a) legally compelled by a court or other authority of competent jurisdiction;
- (b) made to a legal adviser, patent attorney or other professional adviser to whom a copy of this Agreement is supplied; or
- (c) made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion.

## **17 Announcements and Publications**

### **17.1 Announcements**

The parties agree that:

- (a) We and the Host may make announcements or publish materials at any time, referring to You, Your products and services for the reasonable promotion of the Event; and
- (b) with the sole exception of the reasonable promotion of Your participation in the Event as an exhibitor, You must not make announcements or publish materials referring to Us, the Host or the Event, without Our prior written approval, which approval will not be unreasonably withheld.

## **18 Health and Safety**

## 18.1 Exhibitor Responsible for Health and Safety

You acknowledge and agree that You are responsible for ensuring that Your Exhibition and the construction, installation, display and removal of Your Exhibition and the Exhibition Materials will not place any person at risk of injury or illness. To the extent that any such work includes or comprises a construction project or building works (and unless the Venue Rules provide to the contrary) You agree that You are the “principal contractor” and must discharge the duties of a principal contractor for the purposes of all work, health and safety laws and obligations.

## 19 Indemnity and Release

### 19.1 Indemnity and release

You must indemnify, and hereby release the Host and Us from and against all claims, actions, demands, losses, liability, cost or expenses sustained by the Host and/or Us (including any claims, actions or demands made or brought by the Venue operator, attendees of the Event and other third parties), caused in whole or in part by, or arising in connection with:

- (a) Your breach of this Agreement;
- (b) Your negligence or other tort;
- (c) Your breach of the Venue Rules;
- (d) Your breach of any other legal duty or obligation;
- (e) the transportation, construction, installation, display or removal of the Exhibition or the Exhibition Materials,
- (f) the presence, use or display of the Exhibition or the Exhibition Materials;

and for the avoidance of doubt this indemnity applies to:

- (g) claims, actions and demands made on the basis of any cause of action;
- (h) claims, actions and demands for loss of any kind including but not limited to personal injury, loss of or damage to property of any person (including but not limited to the Venue and the Exhibition Materials), loss of the kind referred to in clause 13, infringement of Intellectual Property, damage to reputation, economic loss, indirect loss and consequential losses; and
- (i) legal costs and disbursements on a full-indemnity basis.

This indemnity is not Our or the Host’s sole remedy for the matters referred to in this clause. We and the Host may, in addition, or in the alternative, pursue any other remedy under this Agreement or under the law.

## 20 Insurance

### 20.1 Exhibitor to hold certain insurances

You must hold (and must ensure that any contractor engaged by You, for the purposes of the Exhibition, holds), for the duration of this Agreement and for six years after the closure of the Event, the following policies of insurance with reputable insurers, namely:

- (a) public liability and products liability insurance for an amount not less than the sum of \$20,000,000.00;
- (b) where You engage Your own contractors to supply a custom-built Exhibition, then to the extent that Your public liability and products liability insurance does not provide such cover, insurance for the installation and construction works (including third-party liability cover) that will be conducted to build Your Exhibition for an amount not less than the sum of \$20,000,000.00;
- (c) if We request, insurance for a prudent and reasonable sum covering Your liability for breach of this Agreement, such as may be covered by “general liability” insurance;
- (d) insurance required by law, including workers compensation insurance; and
- (e) any other insurance specified in the Venue Rules.

When We request and in all cases before accessing the Venue and the commencement of the installation or construction of the Exhibition, You must provide Us with certificates of currency of such insurance and such other evidence of insurance as We may request.

## 21 Limitation of Liability

### 21.1 Limitation

- (a) The Host’s and Our total aggregate liability and the liability of the Host’s and Our employees, agents and contractors, for breach of this Agreement, for negligence or other tort and any other cause of action will not exceed a sum being the equivalent of the total of the Exhibition Fees.
- (b) The word “liability” (in the phrase “total aggregate liability” in paragraph (a)) means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was wilful, negligent or otherwise, whether such liability arose in Queensland, or in some other jurisdiction, and for any loss (including personal injury), damage or expense (including legal costs and disbursements).
- (c) Where the Host’s or Our liability arises in connection with the supply of services under statute (including but not limited to the *Competition and Consumer Act 2010* (Cth)), then to the extent permissible by law, the Host’s and Our liability is limited (at Our option), in aggregate, to supplying those services or Exhibitor Entitlements again, or the cost of supplying those services or Exhibitor Entitlements again.

## 22 Virtual Events

If the Event is wholly or partly to be staged by virtual (i.e., online) means, the Event, or that part of it that is so staged:

- (a) provisions in this Agreement that, in practice, can only apply to a “face-to-face” event, do not apply to that portion of the Event that is to be staged by virtual means; and

- (b) You must comply with the rules of participation posted to the relevant online platform or website, as the case may be.

## 23 Assignment and Novation

### 23.1 Exhibitor not to assign etc.

You must not assign or novate this Agreement without Our prior written consent.

### 23.2 Expert Events may novate or assign

We may novate or assign this Agreement:

- (a) to any party nominated by Us or the Host;
- (b) to any substitute conference organiser or event manager that may be engaged by the Host.

We will give written notice to You and will provide an assignment or novation deed or agreement to You, which provides, among other things, that:

- (c) You consent to the assignment or novation as the case may be;
- (d) the assignee agrees to comply with and provisions of this Agreement and perform any outstanding obligations under this Agreement; and
- (e) a release of the Host's and Our further liability,

and You must duly execute and deliver that document promptly to Us.

## 24 Notices

### 24.1 How given

Any notice, approvals, request or demand or other communication ("notice") to be given under this Agreement must be in writing and must be delivered by hand (whether by the party or a courier), sent by ordinary or registered mail, or by email. Notices to Us must be sent to the following addresses:

**Mail or hand delivery:** Suite 11, 137–143 Racecourse Road, Ascot, Queensland 4007

**Attention:** Lisa Bentley

**Email:** admin@expertevents.com.au

or such other address that We may notify You, in writing, from time to time. Notices to You must be sent to the addresses specified by You in the Exhibitor Application. A notice may be given by an employee or agent (including a legal advisor) of the party giving the notice.

### 24.2 When served

**A notice given:**

- (a) by hand will be served upon delivery;

- (b) by post will be regarded as having been served three (3) days after posting;
- (c) by email is served on the day of transmission in the location of the recipient, unless the sender's machine generates a report that the email was not sent at all or in its entirety. If the email has not been completely transmitted by 5 pm (determined by reference of the time of day at the recipient's address) it will be regarded as having been served on the next business day; and
- (d) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient's address) after such day. For the purposes of this clause, a "business day" is a day other than a Saturday, Sunday or public holiday at the recipient's address.

## **25 Governing Law and Jurisdiction**

### **25.1 Queensland law and jurisdiction**

This Agreement shall be created, performed, interpreted and enforced in accordance with the laws applicable in Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that place.

## **26 Further Assurances**

### **26.1 Parties to do all things necessary**

Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the intent of this Agreement and to the intent of any of the transactions contemplated by this Agreement.

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