

ADIA EVENT TERMS & CONDITIONS

1 ACKNOWLEDGEMENT BY PARTICIPANTS

- 1.1 The Participant acknowledges that ADIA makes no representation or warranty, express or implied as to:
- (a) the number of sponsors or exhibitors who will participate in the Event; or
 - (b) the number of visitors to the Event or the Exhibition Space.

2 GRANT OF LICENCE FOR PARTICIPANTS WHICH ARE EXHIBITING

Licence

- 2.1 ADIA permits the Participant to enter, occupy and use the Exhibition Space for the Permitted Purpose in accordance with this Agreement.

Licence Fee

- 2.2 The Participant must pay the Licence Fee to ADIA for the Exhibition Space before the Commencement of the Event.
- 2.3 The Licence Fee is calculated and payable in instalments by payments in accordance with the payment dates set out in the Schedule.
- 2.4 ADIA may apply the instalments of the Licence Fee, in the order ADIA considers appropriate, in satisfaction of any money payable by the Participant.
- 2.5 The Participant must immediately provide any further financial security requested by ADIA.

ADIA Member Discount

- 2.6 If a Participant is a member of ADIA or submits an application for membership of ADIA before or at the time of the due date of the initial Licence Fee instalment, the Participant acknowledges that the Licence Fee is discounted and agrees that if:
- (a) the Participant fails to pay any annual membership fee due before the due date of the final Licence Fee instalment; or
 - (b) the Participant's membership ceases before the Commencement of the Event; or
 - (c) the Participant's membership application is not approved,
- the Participant must pay to ADIA the amount equivalent to the discount.

Cancellation Fees

- 2.7 If the Participant cancels or reduces the Exhibition Space the Participant must pay ADIA the 10% of the Licence Fee, which ADIA declares, and the Participant acknowledges:
- (a) has been agreed in good faith;
 - (b) is a genuine pre-estimate of the Loss ADIA is likely to suffer because of a cancellation; and
 - (c) are reasonable and not intended as a penalty.

Method of Payment

- 2.8 ADIA will invoice the Participant for an amount equal to the Licence Fee instalment payment at least 7 days before the payment dates set out in the Schedule. The invoice is payable by the payment date.
- 2.9 Unless otherwise expressly stated, all sums payable or consideration provided under this Agreement are exclusive of GST.

Interest

- 2.10 The Participant must pay interest on any amounts due and unpaid under this Agreement. interest will be calculated from the due date of payment until payment is received by ADIA.

3 PARTICIPANT OBLIGATIONS

The Participant must comply with the following:

Activity	Compliance Requirement
3.1 Operations Manual	It is the Participant’s responsibility to ensure that it has accessed the Event Exhibitor Resources. The Event Exhibitor Resources content is deemed to form part of this Agreement, and the Participant must comply with those provisions of the Event Exhibitor Resources which are applicable to the Participant, the Exhibition Area, and the Exhibition Space.
3.2 Design and Plans	<p>(a) The Participant must:</p> <ul style="list-style-type: none"> (i) ensure that the Exhibition Space always complies with the Exhibition Booth Design Rules. (ii) on request, provide to ADIA plans, drawings and specifications relating to all things proposed by the Participant to be used or displayed by it in the Exhibition Space. (iii) on request, provide to ADIA details about persons attending the Exhibition Space to the extent permitted by Law. <p>(b) For Custom Designed Stands, the Participant must provide to ADIA all plans, drawings and specifications relating to all things proposed by the Participant to be used or displayed by it in the Exhibition Space as soon as practicable but in any event, not less than 90 days before Commencement for ADIA’s approval. If ADIA is not satisfied with the plans, drawings or specifications, ADIA may terminate this Agreement.</p>
3.3 Event layout and relocation of Exhibition Space	<p>ADIA reserves the right to change the floorplan. Any changes to the floorplan will be made available on the ADIA website.</p> <p>ADIA may:</p>

	<ul style="list-style-type: none"> (a) relocate and / or vary the Exhibition Space; or (b) reduce the number of booths selected to the Participant. <p>ADIA will notify the Participant of any significant changes to the Exhibition Space.</p>
<p>3.4 Codes</p>	<p>The Participant must ensure all goods and services information, advertising, promotion, and solicitation must be undertaken in accordance with and meet the requirement of:</p> <ul style="list-style-type: none"> (a) the <i>Therapeutic Goods Act 1989</i> (Cth); (b) the <i>Therapeutic Goods Regulations 1990</i> (Cth); (c) the <i>Therapeutic Goods Advertising Code (No.2) 2018</i>; and (d) the ADIA Code of Practice. (e) the <i>Competition and Consumer Act 2010</i> (Cth); and (f) any other relevant Government statute, order, rule, or specification.
<p>3.5 Use of Exhibition Space</p>	<p>The Participant must:</p> <ul style="list-style-type: none"> (a) not use or allow the Exhibition Space to be used for any purpose other than the Permitted Use. (b) continuously operate the Exhibition Space during the Exhibition Opening Hours unless approved by the ADIA Representative. (c) not sub-let or share the Participant’s Exhibition Space. (d) only promote or deal in the Participant’s products and/ or services within the Exhibition Space.
<p>3.6 Advertising material</p>	<ul style="list-style-type: none"> (a) The Sponsor must ensure all Advertising Materials (or any part of it) do not: <ul style="list-style-type: none"> (i) contain content that includes or implies ADIA’s endorsement of the Sponsor’s goods or services. (ii) contain any content that is, or potentially, defamatory content. (iii) conflict with or in any manner prejudice the name, reputation, image, goods, or services of ADIA or of any of its sponsors or Participants; or (iv) contain errors of fact.

	<p>(b) if ADIA notifies the Sponsor that any of its Advertising Materials do not comply with paragraphs (i)-(iv), the Sponsor must take steps to modify the relevant material as approved by ADIA to ensure compliance.</p> <p>The Sponsor agrees that ADIA reserves the right to determine the size and placement of the Sponsor’s logo, name and/or business details on any of ADIA’s Advertising Material in relation to the Event.</p>
<p>3.7 Venue, Exhibition Area and Exhibition Space</p>	<p>The Participant must not:</p> <p>(a) carry on or permit to be carried on at the Venue, Exhibition Area or Exhibition Space anything that is dangerous, noxious, noisome, offensive, illegal, immoral, noisy or is likely to harm the reputation of the Event or the Venue. ADIA may refuse admission to or remove from the Event or the Venue any person whose behaviour is unsatisfactory or may be contrary to this Agreement or the Law.</p> <p>(b) bring onto or remove from the Event or the Venue anything which is likely to damage the Event or the Venue or the property of any person or cause death or injury to any person in or around the Event of the Venue.</p> <p>(c) enter the Exhibition Space of another Participant without the Participant’s consent.</p>
<p>3.8 Exhibition Lounge</p>	<p>ADIA may make available a Participant Lounge for use by Participants, including the Participant and its employees, contractors and those for whom it is responsible.</p> <p>The Participant Lounge is for recreational purposes and the Participant must not conduct any business with existing customers or solicit potential customers or store any items within the Participant Lounge.</p>
<p>3.9 Use of Mascot Green Room</p>	<p>ADIA may make available a Mascots Green Room for use by the Mascot and the Support Person.</p> <p>The Sponsor acknowledges that the Mascot Green Room is not an exclusive space for the Mascot and Support Person and agrees that it is a shared space for other mascots and support persons.</p> <p>The Sponsor must ensure that the Mascot Green Room:</p> <p>(a) is only used for the Mascot getting changed, rest breaks and optional storage of the mascot costume (Permitted Use); and</p>

	<p>(b) is only used by the Mascot and Support Person.</p>
<p>3.10 Mascots</p>	<p>(a) Mascot Sponsors must:</p> <ul style="list-style-type: none"> (i) ensure the Mascot participates in the mascot parade and morning entertainment at the day and time specified by ADIA from time to time. (ii) if required for safety purposes, ensure that the Mascot is assisted by a Support Person; and (iii) ensure the Mascot does not impede foot traffic or loiter in any entry/exit at the Venue, Event, or a Participant’s Exhibition Space. <p>(b) Mascot Sponsors may:</p> <ul style="list-style-type: none"> (i) provide to their Mascot branded or promotional collateral and gifts for distribution within the Exhibition Area. <p>(c) Mascot Sponsors must not, and must ensure the Mascot does not:</p> <ul style="list-style-type: none"> (i) carry on or permit to be carried on at the Venue, Exhibition Area or Mascot Green Room anything that is dangerous, noxious, noisome, offensive, illegal, immoral, noisy or is likely to harm the reputation of the Event or the Venue. ADIA may refuse admission to or remove from the Event or the Venue any person whose behaviour is unsatisfactory or may be contrary to this Agreement or the Law. (ii) distribute flyers or printed promotional material as part of the Mascot’s activities. (iii) bring onto or remove from the Event or the Venue anything which is likely to damage the Event or the Venue or the property of any person or cause death or injury to any person in or around the Event or the Venue. (iv) enter the Exhibition Space of a Participant without the Participant’s consent.
<p>3.11 Occupational Health and Safety</p>	<p>(a) The Participant must adopt and observe contemporary health and safety practices and procedures appropriate to its use of the Exhibition Space, and in addition:</p> <ul style="list-style-type: none"> (i) comply with ADIA’s health and safety processes and procedures insofar as they relate to the Event; and

	<ul style="list-style-type: none"> (ii) support ADIA in its efforts to further enhance its health and safety systems. <p>(b) The Participant must also comply with, and ensure that its employees, contractors, and those for whom it is responsible comply with:</p> <ul style="list-style-type: none"> (i) all relevant Laws; and (ii) any safety plan and other requirements, including the directions of ADIA applicable to the Exhibition Area or the Venue relating to occupational health and safety. <p>(c) The Participant must immediately notify the ADIA Representative of any incident or accident relating to occupational health and safety and provide all reasonable assistance as requested by the ADIA Representative.</p> <p>(d) Without limiting paragraphs (a) and (b), if ADIA notifies the Participant that any item of equipment or other item (item) brought onto the Venue by the Participant, its employees, contractors or any invitee at the Event is or may be required to be retained at the Venue as part of any investigation into the occurrence of any incident which has occurred at the Venue in relation to that item or which that item is relevant (including without limitation a Worksafe investigation) the Participant must not remove that item from the Venue and must not permit any other person to remove that item except with the approval of ADIA.</p> <p>ADIA may impound the item and retain possession of the item until the item is no longer required for the purposes of the investigation.</p>
<p>3.12 Registration</p>	<p>The Participant must ensure that its employees, contractors, and those for whom it is responsible are registered to enter the Exhibition Area.</p> <p>The Participant may use the services of the Registration Services Provider to record details of visitors to the Exhibition Space. The Participant must comply with the Australian Privacy Principles when collecting and dealing with personal information of the visitors.</p>
<p>3.13 Photography and Broadcast Rights</p>	<p>The Participant must not photograph or make (or permit the making of) any audio and/or visual recording or make (or permit the making of) any Broadcasting or communication of the Event (or any part of the Event) without ADIA's approval.</p>

<p>3.14 Alterations to the Exhibition Space</p>	<p>The Participant must allow the ADIA or its authorised nominee, acting reasonably, to carry out any work in the Exhibition Space. If the work arises from the use of the Exhibition Space by the Participant, the Participant must pay or reimburse ADIA the cost of the work.</p>
<p>3.15 Move-in and Move-out</p>	<p>The Participant must ensure that employees, contractors, and those for whom it is responsible only set up and dismantle the Exhibition Space at the days and times specified in the Schedule.</p>
<p>3.16 Conclusion of the Event</p>	<p>The Participant must not dismantle or remove any part of the exhibit, such as goods, display, equipment from the Exhibition Space before the Conclusion.</p> <p>The Participant must keep and at Conclusion leave the Exhibition Space clean, tidy and in the same condition as the Exhibition Space was before the Participant set up the Exhibition Space. If ADIA is required to clean or reinstate the Exhibition Space from the use of the Exhibition Space by the Participant, the Participant must pay or reimburse ADIA the cost of the cleaning or reinstatement.</p> <p>Unless ADIA directs otherwise, at Conclusion the Participant must remove all its property from the Exhibition Space, Exhibition Area and Venue.</p> <p>ADIA will not be responsible or liable for any property left or abandoned at the Venue during the Exhibition or after Conclusion.</p>
<p>3.17 General</p>	<ul style="list-style-type: none"> (a) The Participant must comply with all relevant Laws. (b) The Participant must obtain all relevant or applicable permits, licences, approvals, consents, or authorities for the occupation and use of the Exhibition Space and display at the Exhibition Space. (c) The Participant must not obstruct ADIA or any member of any emergency or security service from exercising their duties in or around the Venue. (d) A person nominated by the Participant and approved by ADIA must supervise, direct and control at all times the Participant’s agents, invitees and contractors.

4 STAND DESIGN

4.1 The following guidelines sets out Custom Designed Stand design principles which are permitted in association to the Event. They have been designed to increase the visual appeal of the Event, maintain a degree of uniformity without limiting individual creativity, meet the Venue safety requirements and ensure that the design of one Exhibitor’s Custom

Designed Stand does not adversely impact upon the safety or amenity of other Exhibitors and visitors.

- 4.2 All custom stands must be approved by ADIA and the Venue. If a design has not been approved it cannot be erected within the Exhibition Space.

Approval

- 4.3 For all Custom Designed Stands, and when otherwise designated, exhibitors must submit their design for approval to ADIA not later than the Custom Designed Stand Submission Date.
- 4.4 All Custom Designed Stands must comply with the requirements of the Venue as published by the Venue from time to time.
- 4.5 Both ADIA and the Venue retain the right to refuse a design for a Custom Designed Stand where it either breaches these guidelines, the Venue requirements or is likely to adversely impact upon the visual amenity of visitors or Exhibitors.
- 4.6 In the event that a Custom Designed Stand is erected that does not comply with these guidelines or is likely to adversely impact upon the safety or amenity of other Exhibitors and visitors, ADIA or the Venue may order that the stand be modified or dismantled.

General ADIA requirements

- 4.7 During the construction phase, protective sheeting and / or matting must be laid if any materials are to be cut in the hall.
- 4.8 All components of the Custom Designed Stand must be constructed and operate wholly within the designated Exhibition Space.
- 4.9 Unless otherwise stated, there is a maximum build height of 5.0 metres from the floor. If the Custom Designed Stand is within a block not wholly licenced by the exhibitor, there is a maximum build height of 3.5 metres so that other surrounding stands within the block are not overshadowed.
- 4.10 All signage must be within the Exhibition Space and within height limits. Signage may be hung below 5.0 metres for four booth islands or less, or if the block is not wholly licenced to the exhibitor. Exhibitors who wholly own the block licenced to the exhibitor may hang banners between 6.0 and 8.0 metres.
- 4.11 Exhibitors may not build over aisles or outside the selected Exhibition Space unless they have applied for and received written permission from ADIA.
- 4.12 Exhibitors which have selected space on both sides of an aisle may seek permission from ADIA to carpet and aurally theme that part of the aisle to match their Exhibition Stand design. ADIA may charge an additional fee to approve this additional theming.
- 4.13 Equipment that has movable components must operate wholly and solely within the selected stand space even when at full extension.

ADIA requirements for stand dimensions

- 4.14 Height of the stand is measured from the floor to the uppermost part of the stand.
- 4.15 Rigging and lighting may be housed between 6.0m and 8.0m.

- 4.16 Rigging contractors must be pre-approved by the Venue. Use the appropriate application form to submit a permission request from the Venue.
- 4.17 All lighting must be within the footprint of the Exhibition Space.
- 4.18 The reverse side of all Custom Designed Stand walls higher than 2.4m within a block must be white clean finished with no branding or signage.

Dimension Plan

10.0m	Hall height
6.0m to 8.0m	Rigging and lighting
6.0m to 8.0m	Banners for businesses
5.0 to 6.0m	Empty space
5.0m	Maximum height of Custom Designed Stands within a block wholly owned by an exhibitor
3.5m	Maximum height of Custom Designed Stands within a block not wholly owned by an exhibitor Maximum height of all other stands

5 ADIA requirements for vehicles

- 5.1 Automotive vehicles (including but not limited to cars, vans, motorbikes, scooters and watercraft) may be placed within an Exhibition Space at the absolute discretion of ADIA. Prior written approval is required.
- 5.2 Each door of any automotive vehicle permitted within an Exhibition Space must be able to fully open with the footprint of that space.
- 5.3 For every displayed automotive vehicle, the following will be the minimum equipment requirements:
 - (a) Up to three (3) Motor Vehicles per Exhibition Space
 - (b) 1 x 2.3kg, A:B(E) dry powder extinguisher mounted in a prominent location in accordance with relevant Australian Standards
 - (c) The automotive vehicle fuel filler cap must be either sealed or secured to prevent easy removal of the fuel cap by unauthorised persons
 - (d) Under no circumstances may fuel be decanted or vehicles filled on the loading dock or inside the Venue.

6 SPONSORSHIP FEE

Sponsorship Fee

- 6.1 The Sponsor agrees to pay the Sponsorship Fee to ADIA for the Sponsorship Benefits at the times and in the manner set out in the Schedule.

- 6.2 No sponsorship fee is payable for contra agreements. The Sponsor agrees to provide to ADIA the Contra Benefits in the Schedule for the Sponsorship Benefits at the times and in the manner set out in the Schedule.

Cancellation Fees for Contra Agreements

- 6.3 If the Sponsor cancels the sponsorship the Sponsor may be required to pay ADIA for the value of benefits delivered by ADIA, less the value of contra benefits delivered by the Sponsor.

ADIA Member Discount

- 6.4 No Member Discount is applied for Contra Agreements.
- 6.5 If a Sponsor is a member of ADIA or submits an application for membership of ADIA before or at the time of the due date of the initial Deposit instalment, the Sponsor acknowledges that the Sponsorship Fee is discounted and agrees that if:
- (a) the Sponsor fails to pay any annual membership fee due before the due date of the final Deposit instalment; or
 - (b) the Sponsor's membership ceases before the Commencement of the Event, the Sponsor must pay to ADIA the amount equivalent to the discount.

Cancellation Fees

- 6.6 If the Sponsor cancels the sponsorship the Sponsor must pay ADIA the following amount, which ADIA declares, and the Sponsor acknowledges:
- (a) has been agreed in good faith;
 - (b) is a genuine pre-estimate of the Loss ADIA is likely to suffer as a consequence of a cancellation; and
 - (c) are reasonable and not intended as a penalty:

Notice period before Commencement	Amount
6 months or more	20% of the Sponsorship Fee
Less than 6 months and 3 months or more	50% of the Sponsorship Fee
Less than 3 months	100% of the Sponsorship Fee

Method of Payment

- 6.7 ADIA will invoice the Sponsor for an amount equal to the Sponsorship Fee less any Deposit paid, following execution of this Agreement. The invoice is payable by the Final Payment Date.
- 6.8 Unless otherwise expressly stated, all sums payable or consideration provided under this Agreement are exclusive of GST.

Interest

- 6.9 The Participant must pay interest on any amounts due and unpaid under this Agreement. interest will be calculated from the due date of payment until payment is received by ADIA.

7 SPONSORSHIP BENEFITS

- 7.1 ADIA will provide the Sponsorship Benefits as specified in the Schedule during the Sponsorship Term.
- 7.2 If the Sponsorship Benefits include use of a booth at the Event, ADIA permits the Sponsor to enter, occupy and use the Exhibition Space for the Permitted Purpose in accordance with this Agreement (**Licence**).
- 7.3 If the Sponsorship Benefits do not include use of a booth at the Event the provisions in this Agreement relating specifically to the Exhibition Space do not apply however, all other provisions apply.

8 USE OF THE SPONSOR'S ADVERTISING MATERIAL AND LOGOS AT EVENT

- 8.1 The Sponsor grants ADIA and ADA NSW a non-exclusive, royalty free licence during the Sponsorship Term to display the Sponsor's Advertising Materials and logos at the Event.
- 8.2 The Sponsor agrees to:
- (a) provide reasonable assistance to ADIA and ADA NSW to enable ADIA, ADA NSW or its nominee to place the Sponsor's Advertising Materials and logos at the Event; and
 - (b) deliver to ADIA or its nominee the Sponsor's Advertising Materials and logos in the format required by ADIA.
- 8.3 The Sponsor acknowledges and agrees that the licence includes the right to grant sub-licences to a contractor or service provider engaged by ADIA to perform services reasonably required to give effect to this Agreement.

9 PARTICIPANT AND ADIA LOGOS

- 9.1 The Participant grants ADIA and ADA NSW a non-exclusive, royalty free licence during the Term to use and publish the Participant Logo in its Advertising Materials solely for the purpose of promoting its association with the Event.
- 9.2 ADIA grants to the Participant a non-exclusive, royalty free licence during the Term to use and publish the ADIA and/or Event Logo in its Advertising Materials solely for the purpose of promoting its association with the Event.
- 9.3 Subject to this Agreement, each Party must:
- (a) not modify the other Party's logo in any way without the consent of the other Party; and
 - (b) use the logo in accordance with any style guides or guidelines for use provided by the other Party.

10 TERMINATION, POSTPONMENT OR REDUCTION

Termination of the Event or this Agreement

- 10.1 ADIA may terminate the Event or this Agreement and will refund any Licence Fee paid to the date of termination if damage occurs to the Venue, the Exhibition Area or Exhibition Space or access rendering it unfit for use by the Participant and ADIA does not intend to repair the damage before Commencement.

Election to terminate or postpone the Event or this Agreement

- 10.2 ADIA may, at its election, terminate or postpone this Agreement or the Event and will not be obliged to refund any Licence Fee paid to the date of election if:
- (a) an Event of Default occurs.
 - (b) in the case of a Custom Design Stand, the Participant alters the Exhibition Space without ADIA's approval.
 - (c) there are circumstances arising or prevailing that:
 - (i) threaten public health, safety, or order.
 - (ii) would, in the opinion of ADIA, result in risk of reputation to ADIA, the Event, the Participants or the delegates.
 - (iii) would result in risk to personal injury; or
 - (iv) would result in risk of damage to property; or
 - (d) ADIA is unable to carry out any of its obligations under this Agreement by reason of Force Majeure. ADIA will give the Participant notice setting out details of the Force Majeure. In the case of suspension, ADIA will give the Participant details of the steps being taken to rectify the Force Majeure.
- 10.3 If ADIA terminate this Agreement it may, at its election, cover up the Exhibition Space or direct the Participant to remove all its property from the Exhibition Space, Exhibition Area and Venue. ADIA reserves the right to grant any other person a licence to use the Exhibition Space.
- 10.4 For the purposes of clarity, if ADIA postpones the Event the Deposit secures the Exhibition Space at the rescheduled Event and all the terms and conditions of this Agreement continue to apply.

Election to reduce Event

- 10.5 ADIA may, at its election, reduce the period of the Event and will refund a percentage of the Licence Fee calculated as follows:
- $$(\text{Hours open to attendees} / \text{Intended open hours}) \times \text{Licence Fee already paid} = \text{Refund}$$
- if there are circumstances arising or prevailing that:
- (i) threaten public health, safety, or order.
 - (ii) would, in the opinion of ADIA, result in risk of reputation to ADIA, the Event, the Participants or the delegates.
 - (iii) would result in risk to personal injury; or
 - (iv) would result in risk of damage to property.

11 INSURANCE, LIABILITY, AND INDEMNITY

Insurance

- 11.1 The Participant must keep current during the Licence Term the following Policies:
- (a) damage to or loss of the property of the Participant and its employees, contractors, and those for whom it is responsible for \$20 million in the aggregate for property liability.

- (b) public liability, including death, injury, and loss of property of third parties including ADIA for \$20 million for any one occurrence.
- (c) WorkCover, worker's compensation and employer's liability as required by Law.

11.2 The Participant must provide to ADIA on its request and in any case at least 30 days before Commencement:

- (a) the receipt of payment of the premium for each Policy; and
- (b) an original certificate of currency for each Policy.

Liability

11.3 The Participant occupies or uses the Venue, Exhibition Area, Exhibition Lounge and Exhibition Space at its risk. ADIA will not be liable for or responsible to the Participant or any other party and the Participant releases ADIA for Loss howsoever arising and regardless of whether any claim be based in contract, tort, equity or otherwise, and whether for any loss of life, personal injury, damage to or loss of property, or loss of business or economic loss which may be suffered or sustained in or about the Venue, Exhibition Area, Exhibition Lounge or Exhibition Space or in the performance of the Permitted Use.

11.4 Without limiting clause 11.3, ADIA and ADA NSW will not be liable for or responsible to the Participant or any other party for:

- (a) interruption, failure, or variation to the supply of services to the Venue, Exhibition Area, Exhibition Lounge or Exhibition Space.
- (b) the postponement, delay, interruption, cancellation, reduction or termination of this Licence or the Event from any cause whatsoever; or
- (c) the effect of terrorism, violence, demonstration, force, interruption, threats or the control, suppression or prevent of them except to the extent of any negligence of ADIA or its employees, contractors, or agents.

11.5 The releases in paragraphs (a) and (b) will not apply to the extent of any negligence, recklessness, or deliberate act of ADIA or its employees, contractors, or agents.

Indemnity

11.6 The Participant must:

- (a) indemnify and hold harmless ADIA and ADA NSW to the extent that any Loss is caused solely, or contributed to, by:
 - (i) any failure of the Participant or of its employees, contractors, and those for whom it is responsible to perform or observe any term or condition of this Licence or any relevant Law.
 - (ii) any Event of Default; or
 - (iii) any negligence of the Participant or its employees, contractors, and those for whom it is responsible; except to the extent of any negligence, wilful or deliberate act of ADIA, ADA NSW and their employees, contractors, and those for whom they are responsible.
- (b) use reasonable endeavours to mitigate any Loss; and

- (c) not do or allow to be done anything which might increase any Loss or increase the risk of any Loss occurring.

11.7 The amount of any Loss payable to ADIA will be in addition to any other amount payable to ADIA under a specific provision of this Licence.

12 GST

12.1 Any words capitalised in this clause, and not already defined in clause 7 have the meaning given to those words in the GST Act.

12.2 Except under this clause 7, the consideration for a Supply made under or in connection with these Terms does not include GST.

12.3 If a Supply made under or in connection with these Terms is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:

- (a) the Recipient must pay the Supplier an amount equal to the GST payable for the Supply, in addition to, and in the same manner as the Consideration otherwise payable under these Terms for that Supply); and
- (b) the Supplier must give the Recipient a Tax invoice for the Supply.

12.4 For clarity, the amount payable under this clause is correspondingly increased or decreased by any subsequent adjustment to the amount of GST payable for the Supply for which the Supplier is liable, however caused.

12.5 Where a Tax invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax invoice) to the Australian Taxation Office.

13 ANTI BRIBERY AND CORRUPTION

13.1 The Participant may terminate this Agreement and will be entitled to refund of the Deposit if ADIA or ADA NSW breaches any anti-corruption laws of Australia in relation to its conduct with Participants.

14 DISPUTE RESOLUTION

14.1 If a dispute arises between the parties out of or relating to this agreement (**Dispute**), any Party seeking to resolve the dispute must do so strictly in accordance with the provisions of this clause 9. Compliance with this clause 9 is a condition precedent to seeking relief in any court or tribunal in respect of the Dispute.

14.2 A party seeking to resolve the Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). On receipt of a Notification, the Parties must refer resolution of the Dispute to their respective chief executive officers or their nominees.

14.3 If the Dispute has not been resolved within 30 days of receipt of the Notification, then any Party to the Dispute may refer the Dispute to mediation and must do so before initiating proceedings in a court to resolve the Dispute.

14.4 A Dispute which is referred to mediation will be referred to the Mediation institute and be conducted in accordance with the Mediation institute's mediation and conciliation rules.

14.5 If the Dispute has not been resolved within 60 days of referral to the Mediation institute, a Party is free to initiate proceedings in a court.

15 NOTICES

15.1 Notices between the Parties are deemed to be given:

- (a) if delivered by hand – upon written acknowledgment of receipt by an officer or other duly authorised employee, agent, or representative of the receiving party.
- (b) if delivered by post – 7 days after dispatch: and
- (c) if delivered by e-mail – upon receipt of an e-mail or other proof of completion of an e-mail in accordance with the *Electronic Transactions Act 1999* (Cth).

16 GENERAL

16.1 The laws of New South Wales, Australia govern these Terms & Conditions.

16.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and courts competent to hear appeals from those courts.

16.3 A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.

16.4 This Agreement supersede all previous agreements about its subject matter. This Agreement embody the entire agreement between the parties.

16.5 To the extent permitted by law, any statement, representation, or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this Agreement.

16.6 Each party acknowledges and agrees that, except as specified in this Agreement, it does not rely on any prior conduct or representation by the other party in entering into this Agreement.

16.7 The failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently.

16.8 A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power, or remedy.

16.9 A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.

16.10 Any variation or amendment to this Agreement must be in writing and signed by the parties.

17 DEFINITIONS AND INTERPRETATIONS

Definitions

17.1 In this Agreement:

ADA NSW means the Australian Dental Association (New South Wales Branch) Ltd and includes its successors and assignees.

ADIA means the Australian Dental industry Association Limited and includes its successors and assignees.

ADIA Logo means the logo provided to Exhibitors.

ADIA Representative is the Chief Executive Officer of ADIA or his delegate.

Advertising Material includes any material used to promote, market, advertise or report on the Party including television, radio and print commercials, audio visual aids, slogans, catch phrases, lyrics, jingles, videos, point of sale material and media coverage.

Broadcasting means the transmission of images and sounds whether by air, cable or any other means including the internet.

Commencement means the commencement of the Event.

Contra Benefits means those benefits provided to ADIA in lieu of payment for Sponsorship.

Conclusion means the end of the Event.

Custom Designed Stand means any stand where the layout of any display, signage, furniture arrangement or equipment placement is tailored specifically for the Exhibition Space and any stand where the stand is not provided by ADIA.

Custom Designed Stand Submission Date is the date by which Custom Designed Stand designs must be submitted to ADIA.

Deposit means the amount paid by the Sponsor to secure the sponsorship.

Exhibitor means the person, corporation or other entity or organisation listed as Participant in the Schedule.

Event means the event defined in the Schedule.

Event Exhibitor Resources means the Exhibitor Resources page on the Event website and its content, including rules, specifications, and requirements for the use of the Exhibition Space published by Venue and as amended from time to time.

Event Logo means the logo provided to Exhibitors.

Exhibition Area means that part of the Venue used for the Event.

Exhibition Opening Hours means the hours ADIA determines the Event will be open, as defined in the Schedule.

Exhibition Space means that part of the Exhibition Area which is licensed to the Exhibitor.

Event of Default means:

- (i) an incorrect statement or misleading representation made to ADIA by or on behalf of the Exhibitor which ADIA reasonably considers material to this Agreement;
- (ii) an event which ADIA reasonably considers has a material adverse effect on the Exhibitor's ability to comply with its obligations under this Agreement and the Exhibitor, at the time of its occurrence fails to satisfy ADIA that the adverse effect will be remedied within 7 days;
- (iii) the Exhibitor fails to fulfil any of its obligations under this Agreement;
- (iv) there is an Assignment without ADIA's approval;
- (v) the Exhibitor stops payment to creditors generally or enters into an arrangement, assignment or composition with its creditors generally or with the authority of its board of directors proposes to do so;
- (vi) without ADIA's approval the Exhibitor ceases or threatens to cease carrying on its business or ceases to be able to carry on its business; and

- (vii) an external administrator is appointed to the Exhibitor or its assets or the appointment of an external administrator is requested.

Final Payment Date means the due date for final payment of the balance of the Sponsorship or Licence Fee.

Force Majeure means an act of God, Terrorism, act of the public enemy, civil commotion, war, blockade, riot, fire, flood, earthquake, explosion, epidemic, or any other form of government intervention that prevents fulfilment of obligations under this Agreement, non-availability of essential equipment and any other cause whether or not of the kinds specifically enumerated above which is not reasonably within the control of ADIA.

Interest means interest calculated daily at 4.75%.

Law means State and Commonwealth Act, ordinances, regulations, by-laws or orders, the common law, equity and all certificates, licences, consents, permits, approvals and requirements of any organisation having jurisdiction or competence with respect to the Venue, Exhibition Area and Exhibition Space.

Licence means the ADIA Event Agreement.

Licence Fee means for Exhibitors the total amount payable for the use and occupation of the Exhibition Space, and for Sponsors means that part of the Sponsorship Fee that covers the licence to use and occupy the Exhibition Space and specified in the Schedule.

Licence Term means the period or periods during which the Exhibitor is permitted to use and occupy the Exhibition Space in accordance with this Agreement (including Move in and Move Out), as stated in the Schedule.

Loss means losses, damages, costs, claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, expenses, and damages of any nature whatsoever including indirect, consequential, special, punitive or exemplary damages and damages for loss of anticipated profit, revenue, contract, opportunity or goodwill.

Mascot means the individual who occupies the mascot costume from time to time.

Mascot Green Room means that part of the Exhibition Area which the Sponsor's Mascot and Support Person may use for the Permitted Purpose.

Move-in means the period of time for the Exhibitor to erect or remove facilities materials or equipment associated with the conduct of the Permitted Use, dates as stated in the Schedule and times to be advised by ADIA.

Move-out means the period of time during the Licence Term approved by ADIA for the Exhibitor to erect or remove facilities materials or equipment associated with the conduct of the Permitted Use, dates as stated in the Schedule and times to be advised by ADIA.

Participant means Exhibitor or Sponsor.

Participant Logo means the logo depicted in the Schedule.

Payment Dates means the due dates for the instalment payments of the Licence Fee and/or Sponsorship Fee.

Permitted Use means the purpose or purposes for which the Exhibitor is entitled to use the Exhibition Space and the Sponsorship Benefits under the terms of this Agreement, being to promote, market or advertise the Exhibitor's goods and/or services.

Policy means and insurance policy or policies for those insurable risks to be provided in accordance with this Licence.

Registration Services Provider means the organisation nominated by ADIA to provide registration services for, or at, the Event.

Sponsor means the person, corporation or other entity or organisation listed as Participant in the Schedule.

Sponsorship Fee means the total amount for the sponsorship specified in the Schedule, and includes the Deposit.

Sponsorship Term means the period from execution of this Agreement until the Conclusion, unless terminated earlier in accordance with these Terms and Conditions.

Support Person means the person assigned to accompany a Mascot to assist their mobility and safety from time to time.

Term means the period from the execution of this Agreement until the completion of the Licence Term, unless terminated earlier in accordance with these Terms and Conditions.

Venue means the location specified in the Schedule.

Interpretation

17.2 In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as notated, altered or replaced from time to time;
- (f) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (g) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
- (h) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- (i) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;

- (j) a reference to a party includes its executors, administrators, successors and permitted assigns; and
- (k) means the date the last party signs this Agreement.