

# LUXPERIENCE 2020

## EXHIBITING TERMS & CONDITIONS

Luxperience is owned and organised by Diversified Communications Australia Pty Ltd of Level 5, 636 St Kilda Road, Melbourne, VIC 3004 (**Organiser**). Luxperience will be conducted from 13 October to 16 October 2020.

### 1 DEFINITIONS

In this document:

- a) **Additional Delegate** means any additional personnel of the Exhibitor wishing to participate in the Exhibition.
- b) **Advertising Programs** means advertising and marketing programs conducted to promote Luxperience.
- c) **AEST** means Australian Eastern Standard Time.
- d) **Agreement** is the agreement referred to in clause [2.1].
- e) **Appointment Session** has the meaning given to that term in clause [4.4(iii)].
- f) **Appointment Stream** is the schedule of one on one meetings created through the pre-scheduled and self-scheduled appointment systems.
- g) **AUD** means Australian dollars.
- h) **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.
- i) **Cancellation Fee** is detailed in clause [6.7].
- j) **Commencement Date** means the date when registration is confirmed by the Organiser in accordance with clause [3.3].
- k) **Exhibiting Terms and Conditions** means these terms and conditions.
- l) **Exhibition** means Luxperience.
- m) **Exhibitor** means the applicant wishing to participate in the Exhibition as a seller of luxury and experiential travel or event products, whose details are set out in the relevant Registration Form.
- n) **Exhibitor Event** means an event relevant to Luxperience conducted by an Exhibitor in conjunction with the Organiser including Optional Plenary Sessions.
- o) **Fees** means, in relation to an Exhibitor or Additional Delegate, the fees, costs, rates, expenses, or other charges as set out in the relevant Registration Form.
- p) **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.
- q) **GST** has the same meaning as in the GST Law.
- r) **GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

- s) **Intellectual Property Rights** means copyright, trademarks, inventions, patents, confidentiality, designs and any registrations and all moral rights.
- t) **Luxperience** means the luxury travel exhibition to be held virtually from 13 October to 16 October 2020.
- u) **Material** includes any form of media - pictures, layouts, photos, illustrations, branding, logos, script, wording, colours, instruction provided or produced by any party.
- v) **Optional Plenary Session** means the "Key Note Sessions", "Seminar Sessions", "Education Sessions" and "Panel Discussions", each of which is a live-streamed event, but which will also be recorded and made available after the session to Buyers who were unable to attend the live-streamed event.
- w) **Publication** means any publications relevant to Luxperience published by the Organiser, including newsletters, exhibitor listings, trade guides, signage, and posters, whether online or otherwise, including publications on Luxperience's website and social media accounts and electronic mailouts.
- x) **Promotional Activity** means any activity undertaken by the Organiser to promote Luxperience including Advertising Programs, Exhibitor Events and Publications.
- y) **Registration Forms** means the "Exhibitor Registration Form" and the "Additional Delegate Registration Form" provided by the Organiser to each Exhibitor and Additional Delegate intending to participate at Luxperience.

### 2 AGREEMENT AND INCONSISTENCIES

- 2.1 Each of the Exhibitor and the Additional Delegate acknowledges and agrees that the Registration Form becomes a binding agreement between the Exhibitor and the Additional Delegate (as relevant) on the one hand, and the Organiser on the other, when registration is confirmed by the Organiser in accordance with clause [3.3] and that it is bound by this Exhibiting Terms and Conditions by virtue of them:
  - i. completing and submitting the relevant Registration Form;
  - ii. electronically acknowledging that they have read and agreed to this Exhibiting Terms and Conditions; or
  - iii. participating in the Exhibition, which is to be held virtually.
- 2.2 In case of inconsistencies, this Exhibiting Terms and Conditions will prevail over any other terms and conditions contained in any Registration Form.

### 3 REGISTRATION AND QUALIFICATION

- 3.1 Each Exhibitor and Additional Delegate intending to participate at Luxperience will be required to go through the Luxperience qualification process. An Additional Delegate is permitted to participate in the Exhibitor's Appointment Stream subject to prior approval by the Organiser.
- 3.2 Each Exhibitor and Additional Delegate must complete and submit the relevant Registration Form by 5PM AEST on 21 August 2020. Only one Registration Form should be submitted by each Exhibitor and Additional Delegate and only the first Registration Form submitted will be accepted.
- 3.3 If an Exhibitor or Additional Delegate fits the exhibitor program criteria, they will be accepted to participate at Luxperience and will be informed of the decision by a confirmation email. Only confirmed Exhibitor and Additional Delegate will be charged the Fee, in accordance with, and subject to the payment terms set out in, clause [6].
- 3.4 Exhibitor participation is permitted for individual products only (for example, individual hotels, individual resorts or individual tour operators) to a maximum of three within one location or destination,

unless otherwise agreed with the Organiser.

#### 4 ORGANISER AND EXHIBITOR OBLIGATIONS

- 4.1 The Organiser will facilitate the promotion of the Exhibitor through:
- the conduct of the Exhibition;
  - the promotion of Luxperience to Buyers; and
  - Promotional Activities.
- 4.2 Each Exhibitor and Additional Delegate must participate in the relevant Promotional Activities, and promote Luxperience, and their association with Luxperience, in their own advertising and marketing programs including displaying a hyperlink connection to the Exhibition on their webpage and social media sites.
- 4.3 The Exhibitor and Additional Delegate must conduct themselves in an appropriate and respectful manner when participating in the Exhibition and Promotional Activities.
- 4.4 The Organiser will provide an appointment program as follows:
- The Organiser will provide each delegate with a personalised diary of appointments.
  - Each delegate will receive a minimum of 42 pre-scheduled appointments with the maximum of 96 available appointments.
  - The appointments will be conducted in two sessions on each event day as follows ("**Appointment Session**"):
    - Morning Session 09:00AM AEST – 12:15PM AEST
    - Afternoon Session 5:00PM AEST – 21:15PM AEST
  - Each Exhibitor will be required to make themselves available for all scheduled appointments and must participate in each Appointment Session for a minimum of 2 hours.
  - Each appointment is 10 minutes in duration, with a 5-minute break between appointments. There will be pre-scheduled breaks included, with the option for Buyers and Exhibitors to block out additional time if required.
  - All appointments will be conducted via video conferencing.

#### 5 MATERIALS, PUBLICATIONS AND EVENTS

- 5.1 If an Exhibitor wishes to conduct an Exhibitor Event, they must submit a request in writing to the Organiser. If accepted, the Organiser will advise the approved date and time for the Exhibitor Event to the Exhibitor.
- 5.2 Where the Exhibitor or Additional Delegate has supplied any Materials or Intellectual Property Rights to the Organiser, its agents, employees or contractors, the Exhibitor or Additional Delegate (as relevant) warrants (1) the ownership of and right to use such Materials and Intellectual Property Rights and (2) that the use of such Materials or Intellectual Property Rights by the Organiser will not create any infringement, misuse or restriction in relation to any party's interest or ownership.
- 5.3 The Exhibitor or Additional Delegate must supply the Materials required for the Promotional Activities:
- within the timelines notified by the Organiser;
  - in a suitable format including in relation to size, colour, shape, language and condition as instructed by the Organiser; and
  - in a print ready form.
- 5.4 The Organiser reserves the right to review, amend and/or reject the Material if it does not meet the artistic or creative content guidelines set out by the Organiser and any changes (which may or may not be possible) may be subject to additional fees.
- 5.5 The following will constitute a cancellation event and a Cancellation Fee will apply in accordance with

clause [6.7]:

- failure to provide the Material within the timelines notified by the Organiser;
- seeking to cancel participating in any Promotional Activities; or
- failure to present at a Promotional Activity or seeking to cancel or withdraw from a Promotional Activity, unless otherwise agreed with the Organiser

#### 6 FEES

- 6.1 Each Exhibitor and Additional Delegate shall pay to the Organiser the Fees.
- 6.2 An Additional Delegate will be charged the relevant Fee when their registration is accepted and approved. Such Fee is non-refundable (except as otherwise expressly provided in this Exhibiting Terms and Conditions).
- 6.3 Each Exhibitor will be issued a tax invoice as per the below payment schedule.:

For registrations received on or before 29 November 2019	25% deposit is due by 29 November 2019	25% instalment is due by 28 February 2020	50% final balance due by 15 May 2020
For registrations received from 30 November 2019 until 30 January 2020	25% deposit due immediately	25% deposit instalment due by 28 February 2020	50% final balance due by 15 May 2020
For registrations received from 1 February 2020 until 28 February 2020		50% deposit due by 28 February 2020	50% final balance due by 15 May 2020
For registrations received from 1 March 2020 until 15 April 2020		50% deposit due immediately	50% final balance due by 15 May 2020
For registrations received from 16 April 2020 until 15 May 2020			100% invoice will be issued due by 15 May 2020
For registrations received from 16 May			100% invoice due immediately

- 6.4 The Exhibitor and the Additional Delegate may elect to pay the Fee by electronic funds transfer, cheque or by credit card provided at the point of registration in accordance with the payment terms set out in this clause [6], and subject to the terms and conditions of refund, as set out in the Registration Form and this Exhibiting Terms and Conditions.
- 6.5 All International bank transfers will attract a flat fee of \$25 AUD including GST to cover the cost of international inward transfer fees. All payments made by Visa or Mastercard will attract a surcharge of 2% and all payment made by American Express will attract a surcharge of 2.15%.
- 6.6 Time is of the essence with respect to payment. The Organiser shall be entitled to recover from the Exhibitor and the Additional Delegate all expenses incurred by the Organiser in recovering overdue amounts including daily interest at 3% over the prime rate as published by the Reserve Bank of Australia.

6.7 An Exhibitor may cancel or withdraw 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. The Cancellation Fee will be offset against any Fees paid by the Exhibitor. The Organiser will promptly refund any surplus of Fees paid by the Exhibitor. If there is a shortfall, the Organiser will notify the Exhibitor of the shortfall and the Exhibitor must pay the shortfall within the time period specified in such notice.

PERIOD OF NOTICE	CANCELLATION FEE
Cancellations received and acknowledged between 3 and 6 months prior to the commencement of the Exhibition	An amount equal to 75% of the Fees invoiced
Cancellations received and acknowledged less than 3 months prior to the commencement of the Exhibition	An amount equal to 100% of the Fees invoiced

6.8 The parties agree that all payment obligations in the event of cancellation, withdrawal or default by the Exhibitor under this Agreement, are genuine pre-estimates of the loss and damage that the Organiser will suffer, and do not constitute penalties.

## 7 CONFIDENTIAL INFORMATION AND PRIVACY LAW

7.1 The commercial terms of this Agreement are confidential. Unless required by law, each Exhibitor and Additional Delegate must not disclose any part of its contents to any third person without the Organiser's prior written consent.

7.2 It is a condition of participation in the Exhibition that the Exhibitor and Additional Delegate'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 Exhibitor and Additional Delegate to arrange essential goods and services to enable the Exhibitor and Additional Delegate's successful participation at the Exhibition; and
- ii. each Buyer who makes a Pre-Scheduled Appointment using the PSA System with the Exhibitor and/or Additional Delegate.

Please refer to the Organiser's privacy policy on [www.divcom.net.au](http://www.divcom.net.au).

7.3 The Exhibitor and Additional Delegate consents, under all relevant data protection legislations, to the Organiser communicating with the Exhibitor and Additional Delegate by telephone, fax, email and by post and using the Exhibitor and Additional Delegate's personal information (including those disclosed in the Registration Form) for internal processing and for disclosure to third parties in connection with the Exhibitor and Additional Delegate's participation at Luxperience. In addition, the Organiser may use the Exhibitor and Additional Delegate's details to invite the Exhibitor and Additional Delegate to other events organised by the Organiser or its affiliates or to offer the Exhibitor and Additional Delegate other relevant products and services supplied by the Organiser or its affiliates or third parties.

7.4 If you do not wish your personal information to be used in any of the ways mentioned in clauses [7.2] and [7.3] above, please contact the Organiser at [luxperience@divcom.net.au](mailto:luxperience@divcom.net.au)

## 8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Organiser retains ownership in all its Intellectual Property Rights pre-existing as at the Commencement Date and no assignment, grant, interest or entitlement arises to any party including

the Exhibitor and Additional Delegate as a result of this Agreement unless by written agreement.

8.2 Each of the Exhibitor and Additional Delegate 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.

8.3 Each Exhibitor and Additional Delegate 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 Exhibitor and Additional Delegate or their employees, contractors or agents.

8.4 Where the Exhibitor and Additional Delegate provides any Intellectual Property Rights or Materials to the Organiser (or its employees, agents or contractors), the Exhibitor and Additional Delegate 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.

## 9 INDEMNITY, WARRANTIES AND EXCLUSIONS

9.1 Each of the Exhibitor and Additional Delegate acknowledges that:

- i. it has made an independent evaluation of this Exhibiting Terms and Conditions, the relevant Registration Form and all information provided to it by the Organiser in relation to the Exhibition; and
- 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.

9.2 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 Buyers or will achieve any or any particular outcome for the Exhibitor and Additional Delegate;
- ii. in relation to the character or quality of the Buyers; or
- iii. as to the completeness or accuracy of all the information provided by the Organiser and all conditions and warranties implied by custom, general law or statute are excluded.

9.3 The Organiser and its' agents, employees and contractors shall not be liable to the Exhibitor and Additional Delegate and their agents, employees and contractors 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. any failure to comply with the terms of this Agreement or the termination of this Agreement in accordance with clause 10.1;
- ii. the Exhibitor and Additional Delegate's attendance at or failure to attend the Exhibition;
- iii. any failure of the technology platform used to deliver the Exhibition, including the circumstance where such platform fails to operate effectively;
- iv. changes imposed by any authorities; and
- v. an event of Force Majeure or any other circumstances outside the Organiser's control which shall prevent or make it inadvisable for the Organiser to hold the Exhibition at the date, time, duration, place or in the manner (including any technology platform) provided or may make it unable to operate the Exhibition effectively. The Organiser reserves the right to re-schedule the Exhibition at another date, time, duration, place and/or manner and no right of refund of Fees paid arises in such circumstances.

9.4 The Organiser shall not be liable for the death or personal injury of any Exhibitor or Additional Delegate participating in the Exhibition, save where such liability cannot be excluded under law.

9.5 In the event that the Organiser is proven to be liable, the Organiser's liability to an Exhibitor and Additional Delegate and their agents, employees and contractors under this Agreement, whether in contract, tort equity, statute or otherwise, shall not exceed the Fee paid by that Exhibitor or Additional Delegate (as relevant).

9.6 The Exhibitor and Additional Delegate indemnify the Organiser (and its' agents, employees and contractors) 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 Exhibitor and Additional Delegate's failure to comply with the terms of this Agreement, or resulting from a breach of this Agreement; or
- ii. any negligent acts or omissions of the Exhibitor or Additional Delegate including in relation to Intellectual Property Rights, Materials or Publications.
- iii. any fault, loss or damage, failure to return, inaccuracy, error, outcome, responses, defamation, libel or representations associated with the Promotional Activities including the Organiser's refusal to publish, change or arrange the layout, design or format of any Promotional Activities.

## 10 TERMINATION / CHANGE EVENT

10.1 The Organiser may terminate this Agreement:

- i. without cause prior to the commencement of the Exhibition upon giving one month's written notice to the Exhibitor and Additional Delegate, and all the Fees paid by the Exhibitor and Additional Delegate will be refunded in full;
- ii. immediately if the Exhibitor and Additional Delegate brings the Organiser or the Exhibition into disrepute or into adverse publicity or if the Exhibitor and Additional Delegate's notoriety affects the Organiser or the Exhibition in a negative manner. No right of refund of Fees 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 Fees paid arises in such circumstances.

10.2 The Organiser may, in its sole discretion:

- i. the Organiser or the Exhibition into disrepute or into adverse publicity or if the Exhibitor and Additional Delegate's notoriety affects the Organiser or the Exhibition in a negative manner. No right of refund of Fees paid arises in such circumstances; or
- ii. 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 Fees paid arises in such circumstances.

10.3 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 Exhibitor advising of such change, variation or postponement (Change Notice). If the Exhibitor does not agree to participate in the Exhibition pursuant to the Change Notice, the Exhibitor may terminate this Agreement by notice in writing within 5 business days of the date of Change Notice and the Exhibitor is taken to have cancelled their participation registration and a Cancellation Fee will apply in accordance with clause [6.7].

## 11 INSURANCE

11.1 In addition to the requirement for compulsory insurance as set out in the Registration Form, the Exhibitor must affect and keep effected insurance relating to professional indemnity to a value of no less than AUD\$1,000,000 and must provide a certificate of currency to the Organiser if requested to do so.

## 12 DISPUTE RESOLUTION

12.1 If any dispute arises out of or in connection with this Agreement neither party may commence any court proceedings unless the parties have mediated the dispute together in a genuine attempt to resolve the issues except where a party seeks urgent interlocutory relief.

## 13 GENERAL

13.1 A failure, delay, relation or indulgence by a party in exercise any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A waiver of a breach does not operate as a waiver of any other breach.

13.2 The laws of the State of Victoria will apply to this Agreement and any dispute or court proceedings must be heard in the State of Victoria.

13.3 Nothing may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between the parties. This Exhibiting Terms and Conditions must not be construed against a party merely because that party had the carriage of the drafting.

13.4 This Exhibiting Terms and Conditions, together with the relevant Registration Forms contains the entire understanding between the parties concerning the subject matter and supersedes all prior communications between the parties.

13.5 This Agreement cannot be amended or varied except in writing signed by the parties.

13.6 The Organiser may assign, transfer or novate this Agreement to any party on providing written notice to the Exhibitor. The Exhibitor cannot assign, transfer or novate this Agreement without the prior written consent of the Organiser.

13.7 Except where express provision is made to the contrary, and subject to this clause, any amount that may be payable under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement 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.

13.8 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.

13.9 If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force and effective.

13.10 All dates and times in this Exhibiting Terms and Conditions are AEST.