

1 Definitions

- 1.1 **APPEA** means the Australian Petroleum Production & Exploration Association Limited ACN 44 000 292 713
- 1.2 **Cancellation Date** means 2 December 2016.
- 1.3 **Confidential Information** means any information:
 - a relating to the business of the company or the Sponsor or the Event;
 - b of the company or the sponsor which is designated by the respective owner as confidential; or
 - c of the company or the sponsor which is of a confidential or sensitive nature, which is marked or denoted as confidential or which a reasonable person to whom that information is disclosed or to whose knowledge the information comes would consider confidential,
 - d which is disclosed by the Organiser or the Sponsor to the other, directly or indirectly, or otherwise comes to the knowledge of that party in relation to or in connection with these terms and conditions, whether that information is in oral, visual or written form or is recorded or embodied in any other medium.
- 1.4 **Confirmed Sponsorship** means a sponsorship where a Sponsor has, following an application lodged with APPEA, been offered a specific sponsorship package and accepted it by returning the written confirmation form to APPEA.
- 1.5 **Event** means the APPEA 2017 Conference and Exhibition.
- 1.6 **Intellectual Property** means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields.
- 1.7 **Organiser** means the Australian Petroleum Production & Exploration Association Limited ACN 000 292 713.
- 1.8 **Related Bodies Corporate** has the meaning provided in the *Corporations Act 2001* (Cth).
- 1.9 **Sponsor** means the entity sponsoring the APPEA 2017 Conference and Exhibition or a part of that Event.
- 1.10 **Terms** means these terms and conditions.

2 Applications

- 2.1 Sponsor applications are handled in accordance with the APPEA Conference Sponsorship Guidelines available at www.appeaconference.com.au. All Sponsors are required to lodge their preferences with the Organiser electronically. The Organiser will then notify the Sponsor which preference is successful, following which the Organiser offers the sponsorship which may then be accepted by the Sponsor by completing the written confirmation form and submitting it to the Organiser.
 - 2.2 Upon acceptance by APPEA of an application by a Sponsor then the sponsorship will be deemed to be a Confirmed Sponsorship. APPEA reserves the right to confirm a sponsorship regardless of when a deposit is paid.
 - 2.3 All Sponsors with Confirmed Sponsorships are required to pay the sponsorship fees as set out under clause 5.
 - 2.4 The Organiser retains the express right to reject any Sponsor that it deems inappropriate or unsuitable in its sole discretion.
 - 2.5 All Sponsor applications will only be accepted from the entity itself and APPEA reserves the right to reject any application from any agent purportedly acting on behalf of a principal Sponsor unless otherwise agreed in writing between the parties or with the prior written consent of the Organiser.
- 3 After written acceptance by the Organiser issuing a tax invoice, the Sponsor must provide an image of their logo in the format required by the Organiser and other details as required (e.g. contact details, trademarks etc.) to the Organiser within 10 days of receipt of acceptance.

4 Sponsor obligations

- 4.1 The Sponsor must exercise the rights and pursue the opportunities granted under these Terms in a manner consistent with the good name, goodwill, reputation and image of the Organiser and the Event and in compliance with all applicable laws, regulations and industry standards.
- 4.2 Only the Sponsor may exercise the rights granted under these Terms. For the avoidance of doubt, these rights may not be exercised by Related Bodies Corporate, agent or contractor of the Sponsor without the prior written consent of the Organiser.

4.3 The Sponsor must comply with any brand guidelines or other reasonable directions provided by the Organiser when using the Organiser's Intellectual Property.

4.4 The Sponsor:

- a grants to the company a non-exclusive royalty free licence to use any of the Sponsor's Intellectual Property provided to the company to promote and market the Event;
 - b warrants that it owns, is licensed to use and/or is solely entitled to use the Sponsor's Intellectual Property in Australia;
 - c indemnifies the Organiser against any claims, demand, suits, loss or damages (including legal costs on a full indemnity basis) to the extent that such actions arise out of a claim that a use by the Organiser of the Sponsor's Intellectual Property under this clause infringes any intellectual property rights of a third party;
 - d warrants that any Sponsor content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor:
 - e shall comply with any specifications stated by the Organiser;
 - f is truthful and accurate in all respects with all applicable law (including the provisions of the *Competition and Consumer Act 2010* (Cth) (**CCA**) and the Australian Consumer Law (**ACL**);
 - g complies at all times with these Terms.
- 5 Fifty per cent (50%) of the sponsorship fees must be paid by the Sponsor to the Organiser within 10 days' of receipt of an invoice unless otherwise agreed in writing by the Organiser. The balance is required to be paid by 20 January 2017.
- 6 The sponsorship fee does not include conference registrations or access to delegate lists unless expressly stated as a Sponsor benefit to the Sponsor by the Organiser.
- 7 All sponsorship materials must be submitted to the Organiser as agreed on between the parties.
- 8 Sponsors may not sublet, assign or apportion any part of the Event or item(s) sponsored nor represent advertise or distribute literature or materials for the products or services of any other entity or organisation except as consented in writing by the Organiser, such consent to be reasonably withheld.

- 9 The Organiser, to the fullest extent permissible under law, will not be liable for damage or loss to Sponsors' properties by fire, theft, accident, or any other cause or for any indirect or consequential damages arising from any breach of these Terms or otherwise relating to or arising from the sponsorship or the Event.
- 10 To the fullest extent possible under law, the Sponsor indemnifies and holds the Organiser harmless against any loss, damage, action, demand, expense, claim or obligation of whatever nature which the Organiser may suffer or incur by reason of or arising out of:
- the Sponsor's breach of the provisions of these Terms or any other terms and conditions imposed by the Organiser;
 - the application of the CCA and/or ACL in relation to these Terms or any agreement arising hereunder;
 - any other wilful misconduct or negligence of the Sponsor or any person for whose conduct the Sponsor is responsible in law.
- 11 In the event that any statute implies any term, condition or warranty into this agreement which cannot be lawfully excluded, these Terms will apply, save that the liability of the Organiser for breach of any such implied term will be limited to the fullest extent permissible under law including the ACL, at the option of the Organiser, to any one or more of the following:
- the replacement of goods or re-supply of services to which the breach relates or the supply of equivalent goods or services
 - the repair of such goods
 - the payment of the cost of replacing the goods or of acquiring equivalent goods or having the services supplied again, or
 - the payment of the cost of having the goods repaired.
- 12 Sponsors may apply for sponsorship of single or multiple items. Should an entity be interested in sponsoring an arrangement not listed then it may contact the Organiser to discuss possible preferences.
- 13 In order to limit costs, the Organiser may in its sole discretion limit the number of colours used to print Sponsor logos.
- 14 If a Sponsor wishes to cancel a Confirmed Sponsorship, the Organiser requires a request to be received in writing by the Organiser on or before close of business by the Cancellation Date, failing which the Organiser will not refund any sponsorship monies. If a request is received on or before the Cancellation Date, the Organiser will use its best endeavours to on-sell the Confirmed Sponsorship in which event the Sponsor will receive a refund of 50% of its original sponsorship commitment within 30 days after the Cancellation Date. If the Organiser is unable to on-sell the sponsorship prior to the Cancellation Date then all sponsorship monies under these Terms will be forfeited.
- 15 Confidentiality
- Neither party may disclose any Confidential Information of the other party without obtaining the prior written consent of the other party.
 - A party may disclose any Confidential Information:
 - to its employees, officers and agents on a need to know basis provided that they comply with the obligations of this clause 15
 - if required to do so, to the extent that the disclosure is required by law; and
 - to any professional advisors.
- 16 The Organiser fully reserves its rights to immediately cancel, refuse and withdraw the Sponsor from the Event and any rights it may have under these Terms, without notice, where the Sponsor is in breach of these Terms or the APPEA Conference Sponsorship Guidelines, in which event the Sponsor will immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise any Sponsor owned content in relation to the Event. If the Sponsor is in breach of these Terms any monies paid to the Organiser up to and including the date of the breach will be non-refundable.
- 17 The Organiser may plead these Terms in bar to any claim, action, proceeding or suit brought by the Sponsor against the Organiser for any matter, circumstance or thing, concerning or in any way relating to the Event.
- 18 These Terms shall be governed by the laws of the Australian Capital Territory and the Commonwealth of Australia and the parties submit to the exclusive jurisdiction of the courts of that territory.
- 19 These Terms constitute the sole and entire agreement between the Organiser and the Sponsor, and no warranties, representations or guarantees or other terms and conditions of any nature not contained or recorded in these Terms or the APPEA Conference Sponsorship Guidelines are of any force or effect.
- 20 If any clause in these Terms become invalid or are rendered unenforceable or prohibited then such clauses will be severable without invalidating or affecting the validity of the remainder of these Terms, which shall continue in full force and effect.

APPEA PRIVACY POLICY

APPEA is concerned with the protection of your privacy. We acknowledge and abide by our obligations under the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) as amended. APPEA collects and stores your personal information for the purposes of providing registration and delegate services, education and training programs, and improving and promoting products and services, and membership status in various ways. To view full details of APPEA's privacy policy please visit our website at www.appea.com.au/privacy-policy.

Subject at all times to its obligations under law and under APPEA's privacy policy, by registering for this event, each individual

applicant consents to having relevant details and personal information stored on a secure database held by APPEA. Each applicant further consents to the provision of a delegate list to all event participants which will include personal information including name, position and organisation, and to the release of such certain personal information to parties directly related to the event including selected sponsors. APPEA may use information collected from the event to advise applicants of any future APPEA events and services. You may request access to personal information held by APPEA by providing a written request to APPEA's privacy manager, or to have it corrected or updated.