

the australian petroleum production & exploration association presents

# 2017 APPEA



14-17 MAY PERTH, WA conference and exhibition

where the world meets Australian oil and gas [www.appeaconference.com.au](http://www.appeaconference.com.au)

**EXHIBITION  
PROSPECTUS**

PRINCIPAL SPONSORS





## APPEA 2017

## Promote your business to the world of oil and gas

**The APPEA 2017 Conference and Exhibition is the must-attend oil and gas industry event. As the largest annual upstream oil and gas conference and exhibition in the southern hemisphere, this premier event attracts quality delegates and exhibitors from across the country and around the world.**

Brought to you by the Australian Petroleum Production and Exploration Association (APPEA), this annual event run **by the industry for the industry** is recognised as the 'one-stop' source of new information, industry insights, project updates and learnings.

Exhibiting at this world-class conference and exhibition will put your products and services in front of the industry in Australia and abroad. Speak directly to decision makers, demonstrate your products and promote your value in an environment purpose-built for business discussion.

Don't miss out on this opportunity to have your company associated with Australia's premier oil and gas industry conference and exhibition.

- One of the largest energy events in Australia
- Providing access to over 2000 attendees from Australia and across the globe, all with a direct interest in the oil and gas industry
- More than 9000 m<sup>2</sup> of exhibition space
- Tailored feature areas to promote business discussion.

"It's is an outstanding forum for people to meet and learn about new technology, and a great business opportunity"

OIL AND GAS PRODUCER DELEGATE, APPEA 2016



## APPEA 2017

## A business growth opportunity ... not just an exhibition

**APPEA 2017 provides a unique opportunity to promote your product, service or company.**

“The APPEA Exhibition is the market place leader—everyone you want to meet with is here”

APPEA 2016 EXHIBITOR

Through our high-value exhibition options, you can:

- meet your target market face-to-face
- talk directly to decision-makers from major oil and gas companies
- expand your business through both national and international delegate connections
- take advantage of networking lounges and meeting zones available to you as part of your exhibition package
- attend social and networking events to expand the reach of your brand and potential industry connections
- promote your involvement in APPEA 2017 through your own marketing activity
- tailor your space to demonstrate your products and services in a meaningful and memorable way
- view new technologies and innovations across the industry
- make new business contacts and identify commercial opportunities.

**If you only make one exhibition investment each year, the APPEA 2017 Conference and Exhibition is the one that will take your brand to the world of oil and gas.**

### Who will you meet?

At the 57th APPEA Conference & Exhibition, APPEA 2017 will bring together:

- leading oil and gas company executives
- project and operations managers
- ministers from state and federal government
- industry regulators and government agency representatives
- researchers and technology developers
- contractors, consultants and other service providers.

The entire oil and gas industry will be represented at APPEA 2017, providing unparalleled networking opportunities:

- exploration and production
- service and supply
- pipeline and transportation
- engineering and construction
- refining and upgrading
- regulation and management
- finance and investment.

Where the world meets Australian oil and gas.



## APPEA 2017

## Perth, Western Australia

Located on the west coast of Australia in the heart of one of the country's fastest growing regions, Perth is the capital of Western Australia — a state known for its oil and gas dominance but also for its natural beauty and world class tourism attractions.

Positive and forward-thinking, generous and optimistic, Perth is the gateway to world-class reserves of natural mineral and energy resources. Western Australia's abundance of natural resources and the surge of LNG onto the international market, makes Perth the ideal backdrop for APPEA's 57th annual conference.

The Perth Convention and Exhibition Centre is a state of the art venue and Australia's most awarded convention venue, offering a comprehensive range of fully integrated in-house services for delegates and exhibitors. The exhibition segment of the event will offer dedicated exhibition space on one level, and each hall accessible by drive-in loading docks. The purpose built facility, convenient location and easy access to all forms of transport, makes life easy for exhibitors and delegates alike.

This event is often credited with 'selling itself', but its exposure to new delegates and markets is enhanced by an intensive marketing program.

### Bringing the world of oil and gas to APPEA 2017

An integrated global marketing program is already under way for APPEA 2017. This includes:

- advertising — industry publications, mainstream media and newsletters
- website — search engine optimisation and marketing
- direct mail — postal and electronic
- public relations — media releases and editorials
- social media — Twitter, LinkedIn and Facebook
- event brochures, e-newsletters and updates
- smart phone applications.



## APPEA 2017

### Exposure

Please note: The exhibition is only open to registered attendees and holders of exhibition visitor passes. The event is not open to the general public.

While the major target audience will be APPEA conference delegates, one-day visitor passes will be distributed to exhibitors (10 per exhibitor booking) to ensure local business contacts have the opportunity to visit the exhibition.

### Country pavilions

Interested in doing business as a country or region? Gather fellow exhibitors, united by your flag and coordinate as one. For more information, contact Anne Kelly at [akelly@appea.com.au](mailto:akelly@appea.com.au) or phone +61 2 6267 0906. Please note that pavilions must be coordinated through a single, central person per pavilion.

### Industry display areas

Subject to availability. APPEA is looking to bring 'the industry to the delegate'—by showcasing pieces of equipment used by the oil and gas industry. Items can be displayed in a number of areas around the venue (subject to organiser and venue approval). To indicate your interest in providing industry equipment please go to [www.appeaconference.com.au](http://www.appeaconference.com.au) and fill out the expression of interest form, located under the exhibition tab (from 30 September 2016). Initial expressions of interest are requested by 1 December 2016.

## Exhibition features

In 2017, the APPEA Exhibition will include:

- an interactive exhibition from the industry, service providers and associated parties
- access to the delegate pool from the world-class APPEA Conference, consisting of key decision makers in the industry
- an extensive variety of services and goods in a dynamic event setting
- spacious lounge areas for effective networking
- all catering and key daytime events taking place within the exhibition halls to ensure maximum contact time with conference delegates
- the opportunity for delegates to pre-book meetings with exhibitors (via online meeting booking system)
- a dedicated technical poster presentation area attracting technical professionals within the industry
- unique attractions to ensure delegate participation and traffic flow
- industry equipment displays (subject to availability)
- varied booth options and sizes for full flexibility
- reduced costs for APPEA full and associate members
- best booth awards, providing recognition for the highest standard and custom built booth
- first-class support facilities from the Perth Convention and Exhibition Centre.

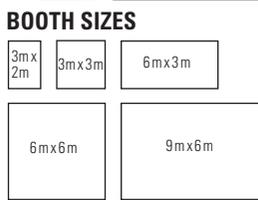
### Timetable<sup>1</sup>

Sunday 14 May	11am–6pm	Exhibitor bump in—officially recognised custom stands may have access from 7am Friday 12 May. A fully scheduled bump in will take place. Please contact the Exhibition Coordinator (Sane Event Group) directly to discuss early access arrangements.
Monday 15 May	8am–6pm	Exhibition open to all delegates
Tuesday 16 May	8am–6pm	Exhibition open to all delegates
Wednesday 17 May	8am–3pm 3.30pm–midnight	Exhibition open to all delegates Exhibition bump out—custom builds are required to contact the Exhibition Coordinator (Sane Event Group) at <a href="mailto:appea2017@saneevent.com.au">appea2017@saneevent.com.au</a> in relation to final bump out schedule and timing.

<sup>1</sup> Times are subject to change according to the final conference program.



**To view the most up to date floor plan  
with current availability, please email  
[APPEAExhibition@appea.com.au](mailto:APPEAExhibition@appea.com.au)**



There are multiple options of space available to secure at the APPEA 2017 Exhibition. Companies can book any combination of the measurements presented to create a variety of stand sizes. Please see the following page for rates and inclusions.

**ALL CONFERENCE SESSIONS**

**Key**

- Premium booths
- Standard booths
- Networking lounges — sponsored items that include casual furniture
- Rigging zone areas where some limitations may apply
- Catering stations for refreshment breaks and networking lunches
- Floor to ceiling walls (e.g. at the back of booths)

## APPEA 2017

Rates held for three years running

### Standard booth rates (A\$ GST inclusive)<sup>1</sup>

Size	Member <sup>2</sup>	Non-member
2 m x 3 m (6 m <sup>2</sup> )	\$3,800	\$4,835
3 m x 3 m (9 m <sup>2</sup> )	\$5,700	\$7,250
6 m x 3 m (18 m <sup>2</sup> )	\$11,350	\$14,500
6 m x 6 m (36 m <sup>2</sup> )	\$22,700	\$28,900

<sup>1</sup> Rates include one (1) x full delegate and one (1) x exhibition staff registration—see below for full inclusions.

<sup>2</sup> The member rate is applicable to all full and associate APPEA members.

### Premium booth rates (A\$ GST inclusive)<sup>1</sup>

Size	Member <sup>2</sup>	Non-member
2 m x 3 m (6 m <sup>2</sup> )	\$4,270	\$5,535
3 m x 3 m (9 m <sup>2</sup> )	\$6,400	\$8,300
6 m x 3 m (18 m <sup>2</sup> )	\$12,800	\$16,600
6 m x 6 m (36 m <sup>2</sup> )	\$25,650	\$33,200
9 m x 6 m (54 m <sup>2</sup> )	\$38,450	\$49,800
12 m x 9 m (108 m <sup>2</sup> )	\$70,450	\$91,250

## What is included in my stand investment?

### Important notes:

- Floor space only bookings are available. All power and light requirements must be booked through stand contractor Harry the hirer.
- 1 x complimentary full delegate registration and 1 x complimentary exhibition booth staff registration is available for exhibitors booking up to and including 18m<sup>2</sup> space.
- Exhibitors booking more than 18m<sup>2</sup> of space will receive a maximum of two (2) x complimentary full delegate registrations and one (1) x complimentary exhibition booth staff registration.
- Exhibitors are not able to swap registrations between staff during the conference.
- Insurance is not included in the stand investment. Please see insurance requirements in Terms and Conditions, Section 1.3, page 10.

### Exhibitors can book a 'shell scheme' or a 'floor space only' position

#### Inclusions for all exhibitors:

- company listing within the exhibition section of the conference handbook, provided in all delegates satchels.
- company listing on the mobile app
- complimentary scanning feature on the APPEA 2017 Mobile App allowing exhibitors to scan delegate badges to qualify leads and capture delegate information
- company listing on the conference website [www.appeaconference.com.au](http://www.appeaconference.com.au) in the lead up to the conference, including a company logo and profile, with the option to arrange direct on-site meetings with interested parties (logos must be provided in appropriate format)
- ONE (1) complimentary full delegate registration (see notes) for an individual, worth up to \$2,500 that includes:
  - attendance to all the conference program sessions
  - 1 x welcome reception ticket
  - 1 x farewell reception ticket
  - daily exhibition access
  - refreshment breaks in the exhibition
  - networking lunches in the exhibition
  - happy hour on Monday and Tuesday
  - perpetual access to the online APPEA 2017 Journal (conference proceedings)
  - conference delegate list
  - a delegate satchel, including all inserts

- ONE (1) complimentary exhibition booth staff pass (see notes left), worth up to \$490, that includes:
  - daily exhibition access
  - refreshment breaks in the exhibition
  - networking lunches in the exhibition
  - happy hour on Monday and Tuesday
- 10 x one-day single-use visitor passes per company, to issue to your valued clients, which allow exhibition access during operational hours (not to be used for staffing purposes). If companies share a booth, only 10 one-day passes are provided.

#### Inclusions for a shell scheme position:

- 1 x 3 m x 3 m stand (walls are 2.4 m high Octanorm walling)
- 2 x LED spot lights per 9m<sup>2</sup> stand (lights are mounted behind front fascia panel)
- 1 x 4 amp power point per 9m<sup>2</sup> stand (mounted on the rear corner of the stand)
- digital print fascia signage (full colour company logos are encouraged and can be added at an additional cost)
- carpet tiles as per the exhibition floor (colours and flooring can be altered subject to availability, and at the exhibitor's expense—see Harry the hirer for more details).



# APPEA 2017

## Exhibition construction

**The APPEA 2017 Exhibition is being constructed by Harry the hirer, a full service exhibition and event supplier.**

**Harry the hirer** is the official stand contractor for this event.

For general enquiries relating to stand builds, furniture hire and power requirements please contact: Daniella Cascio **t** +61 2 9666 8699 **e** daniellac@harrythehirer.com.au

To view/order online **w** ordering.harrythehirer.com.au/sites/appea2017

Harry the hirer as a full service exhibition company, provides an in-house design team who can accommodate your custom stand requirements. For more information please see below.

### Stand options

The APPEA Exhibition offers the option of:

- shell scheme or
- floor space (allowing the exhibitor to create their own custom build stand)

Please note: two-story stands, free standing walls or stands in excess of 2.4 m may require an engineer's certificate to confirm the integrity of the structure meets occupational health and safety regulations. Please contact the Exhibition Coordinator for more details.

### Rigging

**AV Partners Perth** are the official APPEA 2017 rigging contractor.

The rigging height in the exhibition pavilions range from 7.9m to 14.3m. Rigging limitations may apply in some areas—please refer to the exhibition floor plan.

AV Partners Perth can be contacted on the details below for any rigging queries or rigging quotes. Contact: Shane Larson **t** +61 8 9338 0405 **e** slarson@avpartners.com **w** www.avpartners.com

### Freight/storage

**Agility Fairs & Events** is a national company able to provide a domestic and international freight service for the APPEA 2017 Exhibition. They can also assist with offsite storage facilities for materials and packaging during the conference. Full details of the services offered by Agility will be forwarded to confirmed exhibitors.

For more immediate information, please contact Rebecca Ledwell at Agility: **t** +61 2 8755 8899 **e** rledwell@agility.com **w** www.agilitylogistics.com



## Custom build stands

APPEA prides itself on hosting its flagship conference and exhibition that showcases the Australian oil and gas industry. Stands of the highest quality are on display at APPEA.

The official exhibition stand contractor, Harry the Hirer is able to design and produce custom build stands for companies exhibiting at APPEA 2017.

Contact details for Daniella Cascio **t** +61 2 9666 8699 **e** daniellac@harrythehirer.com.au **w** www.harrythehirer.com.au

**Additional suppliers** who are also familiar with the APPEA Exhibition and who consistently produce stands for the event are listed on [www.appeaconference.com.au](http://www.appeaconference.com.au) (exhibition section).

**Please note:** APPEA provides the additional list of exhibition stand builders to exhibiting companies for information purposes only. APPEA does not endorse, sponsor or support any of the entities listed on the website nor does it receive any undisclosed commissions from providing the list. In the event that any organiser utilises the services of any of the entities listed APPEA disclaims to the fullest extent permissible under law any liability for loss or damage caused to any person or entity howsoever arising directly or indirectly from the use of any such services.



## APPEA 2017

# Do I still have to register if I have booked a booth?

All company personnel attending the conference or exhibition are required to register their attendance.

Conference registration will open in December 2016. All staff working on a stand at the 2017 APPEA Exhibition must register as either:

- a full delegate (if they wish to attend any program sessions) or
- as exhibition booth staff for the three-day event. Indicative registration rates for booth staff and general delegates are available from APPEA. Final rates will be released in November 2016.

The exhibition booth staff registration includes:

- exhibition access
- all lunches, refreshment breaks and happy hours held within the exhibition
- provision of one delegate list per company stand and final programs (provided on-site).

Note: multiple booth staff are not permitted to share or swap passes over the period of the event. Please see page 7 as each booth booking receives a quota of complementary registrations.



## How do I book a booth?

### Updates/enquires

[www.appeaconference.com.au](http://www.appeaconference.com.au)

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### Online bookings open:

- **APPEA members and 2016 exhibitors: 2pm AEST, Tuesday 6 September 2016**
- **All other interested parties: 2pm AEST, Tuesday 20 September 2016**

From the exhibition floor plan (see p6), select your top ten (10) preferred locations. To secure your booking at the APPEA 2017 Exhibition, log onto [www.appeaconference.com.au](http://www.appeaconference.com.au).

A confirmation email of your allocated exhibition space will be issued by APPEA, at which time you will have five (5) working days to confirm your acceptance of the allocation. At this time the booking is regarded as fully confirmed. (If confirmation of your acceptance is not received within five (5) working days, APPEA has the right to re-sell the exhibition space.)

A tax invoice for the exhibition fee will then be issued, and payment of 50% is required within 10 working days of receipt of the invoice. The balance of payment for the exhibition space must be made by 20 January 2017. Please note cancellation fees will apply as per the terms and conditions contained in the exhibition prospectus.

Before booking, please refer carefully to the exhibition terms and conditions (p10–12) for APPEA's policy on participating in the APPEA 2017 Exhibition. These include the requirements in relation to insurance and on the cancellation of exhibition space.



## 1 DEFINITIONS

- 1.1 **Applicable Laws** means the laws of the Australian Capital Territory and the Commonwealth of Australia.
- 1.2 **Cancellation Date** means 20 January 2017.
- 1.3 **Certificate of Insurance** means a certificate from an insurance company acceptable to the Organiser insuring the Exhibitor for public liability and risk in respect of the event for a sum not less than AUD\$20,000,000.00.
- 1.4 **Commencement Date** means 14 May 2017.
- 1.5 **Completion Date** means 17 May 2017.
- 1.6 **Contract** means the agreement made between the Organiser and the Exhibitor incorporating these Terms and the event booking form.
- 1.7 **Event Duration** means the time from the commencement date to the Completion Date.
- 1.8 **Event** means the APPEA 2017 Conference and Exhibition event.
- 1.9 **Exhibitor** means the entity described in the event booking form.
- 1.10 **Exhibitors' Kit** means the manual provided by the Organiser to the Exhibitor setting out amongst other things the rules and regulations for the conduct of the event.
- 1.11 **Lawful Directions** means any directions of the Australian Federal Police, the Western Australia Police Service, the Western Australia Department of Fire and Emergency Services or related authorities or their duly authorised officers and/or the directions of the Organiser.
- 1.12 **Maximum Stand Height** means 2.4 metres high or in line with the shell wall height or as otherwise advised by the Organiser in writing.
- 1.13 **Organiser** means the Australian Petroleum Production & Exploration Association Limited ACN 44 000 292 713.
- 1.14 **Payments** means the deposit and any further payment required to be made by the Exhibitor as required by the Organiser.
- 1.15 **Stand** means the, display pod, stand, booth or site allocated to the Exhibitor for exhibiting at the event.
- 1.16 **Terms** means these terms and conditions for the conduct of the Event.

## 2 ORGANISER'S RIGHTS AND COVENANTS

- 2.1 In consideration of the Payments made by the Exhibitor to the Organiser, the Organiser grants a non-exclusive licence to the Exhibitor to use the Stand for the Event Duration subject to these Terms.
- 2.2 Exhibitors and their exhibits and display stock or items are admitted to the Event, and shall only remain there solely on the condition of strict compliance with these Terms. Any breach of these Terms will result in the Organiser reserving its rights to take whatever action it considers appropriate against an Exhibitor including to prohibit in whole or in part or reject any Exhibitor, its servants, agents, contractors or employees from participating in the Event in which case failure to comply with these Terms will sound in damages including but not limited to the Exhibitor forfeiting any and all payment made to the Organiser.
- 2.3 The Organiser reserves the right in its sole and absolute discretion to alter the Stand space allocation and/or floor plan of the Event or to change the venue for the Event in which event it agrees to provide reasonable notice to any Exhibitor affected by any such alteration, and in such event the Exhibitor must accept such re-allocation without any claim for a reduction in fees or charges or otherwise.
- 2.4 The Organiser accepts no responsibility for any damage to or for the loss or destruction of an exhibit, plant, equipment, fixtures, fittings or display stock from fire, theft, accidents or injury resulting from any cause.

## 3 AUSTRALIAN CONSUMER LAWS

- 3.1 The Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (ACL) provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services (see [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au)). Any rights the Exhibitor may have as a consumer under the ACL shall apply notwithstanding any inconsistent provisions in these Terms which shall be read down to the extent necessary to comply with the ACL and these Terms shall otherwise apply to the fullest extent legally permissible.
- 3.2 In the event any statute implies any term condition or warranty into this agreement which cannot be lawfully excluded, such 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:

- a the replacement of goods or re-supply of services to which the breach relates or the supply of equivalent goods or services
- b the repair of such goods
- c the payment of the cost of replacing the goods or of acquiring equivalent goods or having the services supplied again or
- d the payment of the cost of having the goods repaired.

3.3 To the fullest extent permissible under law, the Organiser will not be liable for any indirect or consequential damages arising out of a breach of these Terms or otherwise relating to or arising from the Event.

#### 4 EXHIBITOR'S COVENANTS

4.1 The Exhibitor now agrees and warrants to:

- a Make the Payments in accordance with this Contract. A deposit of 50% of the total Event fees including Stand hire cost is required within 10 days' of receipt of initial invoice with the balance payable by 20 January 2017.
- b Observe and be bound by all the requirements and obligations set down by the Organiser in the Exhibitors' Kit for the conduct of the Event.
- c Erect its exhibits and display stock or items in a proper and workmanlike manner having regard to Applicable Laws and Lawful Directions within the allotted area of the Stand not exceeding the Maximum Stand Height unless it has obtained prior written consent from the Organiser and within the deadlines for construction and erection as set out in the Organiser's prospectus and Exhibitors' Kit.
- d Provide the Organiser with a Certificate of Insurance on or before Friday 10 February 2017.
- e To the fullest extent permissible under law, indemnify and release the Organiser from and in relation to all actions, suits, damages, loss, claims, demands and costs (including legal costs on a full indemnity solicitor/client basis) which may be brought against the Organiser by any person, firm or entity for all damage, loss, costs or expenses caused directly or indirectly to or suffered by any person, firm or entity as a result of or arising out of any breach of these Terms or any actual or alleged default by the

Exhibitor of the Contract or resulting directly or indirectly from your use of the Stand or attendance at the Event including travel to and from the Event. The Organiser to the fullest extent permissible under law will not in any circumstances be liable for any loss, damage or injury which may occur to you or any third party, or for any damage to your property including damage to exhibits, plant, equipment, fixtures, fittings, display stock or other property whatsoever or for any loss of profits which they may suffer however caused.

- f Pay interest to the Organiser at the rate of 10.0% per annum on all monies overdue and unpaid during the period of the default in the event that the Exhibitor defaults in payment of any money due under these Terms.
- g Not seek admission to the Stand prior to the Commencement Date unless prior consent has been granted in writing from the Organiser.
- h Comply with the reasonable directions of the Organiser and its authorised staff in relation to the hours of access to the Stand and the Event, and the hours during which the Event will be open.
- i On or before the Completion Date remove the exhibits and display stock or items from the Event and leave the Stand in a clean and tidy condition reasonably free from rubbish and debris.
- j Not assign any of its rights to the Stand or allow any other person or company or entity to exhibit or display in the Stand without prior written consent obtained from the Organiser.
- k Not exhibit, display, supply or offer, or allow to be exhibited, displayed, supplied or offered from the Stand any goods or services not specifically listed in the Event booking form or otherwise approved in writing by the Organiser.
- l To the fullest extent permissible under the ACL, not seek any damages, compensation or loss as against the Organiser for any change or restriction in the position or dimensions of the Stand allotted to the Exhibitor or for the postponement, cancellation or delay in opening or premature closing of the Event, changes in the hours of opening of the Event, the failure of light and or power or other services or amenities to the Event where the action or inaction of the Organiser is not the cause of such damages, compensation or loss.

m Not claim a refund of the deposit or further payment unless notice of cancellation is given by the Organiser as set out below.

- n Have the Stand manned at all times during the operational hours of the Event.
- o Provide to the custom Stand builder and any other parties engaged in the construction of a custom Stand that the Exhibitor retains, all information relevant to the Event including but not limited to the Terms and conditions and the Exhibitors' Kit.
- p Installation, set-up and dismantling of the Stand and any display stock, plant, equipment, fixtures, fittings, items or exhibits must conform to and be done within the timetable advised by the Organiser. The Organiser reserves the right to charge an Exhibitor a penalty (calculated on an hourly rate set by the Organiser) for failing to construct or erect its Stand within the timeframe expressly set out in the Organiser's prospectus and Exhibitors' Kit. In the event that an Exhibitor fails to complete the construction of its Stand within a reasonable time then in addition to any other rights set out herein, the Organiser reserves the right to remove the Exhibitor's display and exhibit entirely from the Event and charge the Exhibitor on a full cost-recovery basis the costs incurred by it.

4.2 Exhibitors (including co-Exhibitors) must at their own expense, effect and keep current at all times during the bump in and bump out period of the exhibition a public risk and property damage insurance policy in respect of its space.

#### 5 CANCELLATIONS AND REFUNDS

- 5.1 The Organiser reserves the right to cancel the Event in the event it receives an insufficient number of registrations or for any other reasonable grounds, in which event subject to Applicable Laws the maximum liability of the Organiser is limited to a refund of any Payments made under these Terms with no liability for any additional costs incurred by the Exhibitor including without limitation travel costs, hotel costs, or any other costs or expenses whatsoever.
- 5.2 The Organiser, without prejudice to any other rights under these Terms, shall agree to a cancellation of a Contract with an Exhibitor at the Exhibitor's request if and only if all of the following conditions are met:

- a a request is received in writing by the Organiser on or before close of business on the Cancellation Date; and
  - b the Organiser is able to successfully re-let the cancelled space in its entirety; and
  - c the reason given for the request for the cancellation is, in the opinion of the Organiser, reasonable and well founded as determined by the Organiser acting in its sole discretion.
- 5.3 If the conditions of clause 5.2 are met, the Organiser shall retain the following monies by way of liquidated damages and not by way of penalty:
- a 50% of the Event fees in relation to the cancelled Stand if the cancellation is presented in writing before Thursday 10 November 2016 inclusive; and
  - b 75% of the Event fees in relation to the cancelled Stand if the cancellation is presented in writing between Friday 11 November 2016 and Friday 20 January 2017 inclusive; and
  - c 100% of the Event fees for the cancelled Stand if notice of the cancellation is given after the Cancellation Date.

## 6 REGISTRATION POLICY

- 6.1 The Organiser reserves the right in its absolute discretion to deny entry and/or terminate the registration of any person or representative of an Exhibitor who demonstrates behaviour or acts in a way that it deems to be inappropriate or presents a reasonable risk to the health, safety and wellbeing of others.
- 6.2 In the event of a termination of a registration under clause 6.1 prior to the commencement of the Event, the cost of the registration will be refunded to the registrant but the Organiser will

not be liable for any additional expenses or costs, whether direct or indirect, arising from a termination incurred under this sub-clause.

- 6.3 If a termination under clause 6.1 occurs on site or during the Event then the Organiser reserves the right not to provide any refund of any registration fees and the Organiser will not be liable for any additional expenses or costs, whether direct or indirect, arising from a termination incurred under this sub-clause.

## 7 FORCE MAJEURE

- 7.1 In the event that the Event is cancelled or delayed due to a force majeure event and through no fault of the Organiser, the venue manager, APPEA, the APPEA Secretariat or the sponsors including but not limited to fire, flood, labour disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slow-downs or disputes, then the Organiser will not be liable for any cost, damage or expense which may be incurred by an Exhibitor under these Terms.

## 8 GENERAL

- 8.1 Each party covenants that upon the request of any other party to this Contract to give any consent do anything or act and execute any document as may be reasonably necessary to give full effect to this Contract and it is hereby agreed that none of the covenants or warranties contained in this Contract shall merge on completion.
- 8.2 A notice may be given by email or facsimile or by letter sent by pre-paid post and properly addressed to the person or party to whom it is directed.
- 8.3 These Terms shall be construed in accordance with and governed by the laws of the Australian Capital Territory and the parties submit to the jurisdiction of the courts of the Australian Capital Territory and the Commonwealth of Australia.

- 8.4 If any doubt, difficulty or dispute shall arise in respect of the interpretation meaning or effect of this Contract or any part thereof or of the respective rights and duties of the parties to the Contract then the dispute shall be submitted to arbitration under the provisions of the Commercial Arbitration Act 1986 (ACT) save that the parties shall be entitled to legal representation.
- 8.5 These Terms embody the entire understanding of the parties and no representation, promise or term shall be deemed to form part of the agreement between the parties save to the extent that the same is embodied in this Contract and these Terms.
- 8.6 No agreement as between the parties varying or amending these Terms or any part of the Contract shall have any force or effect unless it is committed to writing and signed by the parties.
- 8.7 If a court, arbitrator, tribunal or other authority determines that a sentence, paragraph or clause of this Contract is unenforceable, illegal, or void, then it must be severed and the other provisions of these Terms remain operative and binding upon the parties.
- 8.8 The parties agree that nothing in these Terms shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between them.
- 8.9 The Exhibitor is referred to [www.appeaconference.com.au](http://www.appeaconference.com.au) (under the events section) and the Exhibitors' Kit for additional venue rules and regulations in relation to food and beverage; displaying motor vehicles, use of balloons, raised event flooring, wheelchair access and other specific requirements, and any such further terms and warranties set out therein are deemed to be expressly incorporated into this Contract and these Terms. This will be available by 31 October 2016.

## 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](http://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 exhibition participants which will

include personal information including name, position and organisation, and to the release of certain information to parties directly related to the exhibition including sponsors. APPEA may use information collected for the exhibition 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.