

APPEA2019 CONFERENCE AND EXHIBITION

TERMS AND CONDITIONS

EVENT AGREEMENT

- A The Australian Petroleum Production & Exploration Association Limited ACN 000 292 713 (APPEA) proposes to conduct an Event to facilitate information-sharing, business and networking opportunities for stakeholders in the petroleum production and exploration industry.
- B The Exhibitor wishes to register for and participate in the Event.
- C These Exhibitor Terms and Conditions are to be read in conjunction with the Exhibition Application Form, the Exhibition Confirmation Form and the Exhibitors' Kit. In the event of any inconsistency, the Exhibitor Terms and Conditions take precedent to the extent of any inconsistency.
- D Upon lodgment of the Exhibition Confirmation Form an agreement is entered into between APPEA and the Exhibitor.

1 Definitions

- 1.1 **ACL** means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any other relevant consumer laws within the Australian Capital Territory and the Commonwealth of Australia.
- 1.2 **Agreement** means these Exhibitor Terms and Conditions, the Exhibitors' Kit, the Exhibition Prospectus, the Exhibition Application Form and the Exhibition Confirmation Form.
- 1.3 **APPEA** means the Australian Petroleum Production & Exploration Association Limited ACN 000 292 713 and its directors, officers, employees, and contractors.
- 1.4 **Applicable Laws** means the laws of the Australian Capital Territory and the Commonwealth of Australia.
- 1.5 **Cancellation Date** means 18 January 2019.
- 1.6 **Certificate of Insurance** means a certificate from an insurance company acceptable to the Organiser insuring the Exhibitor for public liability and property damage in respect of the Event for a sum not less than \$20,000,000.00.
- 1.7 **Commencement Date** means 27 May 2019.
- 1.8 **Completion Date** means 30 May 2019.
- 1.9 **Custom Stand Builder** means an entity engaged to construct a Stand for the Event.
- 1.10 **Event Duration** means the time from the Commencement Date to the Completion Date.
- 1.11 **Event** means the APPEA 2019 Conference and Exhibition event.
- 1.12 **Exhibition Application Form** means the form available at <www.appeaconference.com.au/exhibition/exhibition-sales-booking>.
- 1.13 **Exhibition Confirmation Form** means the form provided by the Organiser following approval of the Exhibition Application Form.
- 1.14 **Event Fee** means the amount specified in the Exhibition Prospectus or as otherwise agreed with the Organiser.
- 1.15 **Exhibitor** means the entity or entities who applied to the Organiser to exhibit at the Event using the Exhibition Application Form, including co-exhibitors.
- 1.16 **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
- 1.17 **Exhibition Prospectus** means the document labelled *APPEA 2019 Exhibition Prospectus* available at <www.appeaconference.com.au/exhibition/exhibition-sales-booking>.
- 1.18 **Invoice** means an invoice issued by the Organiser to the Exhibitor which specifies the Event Fee payable by the Exhibitor to the Organiser for the Event.
- 1.19 **Lawful Directions** means any directions of the relevant Police Service, Fire Services, Emergency Services or related authorities or their duly authorised officers within the jurisdiction where the Event is located and/or the directions of the Organiser.
- 1.20 **Maximum Stand Height** means 2.4 metres high or in line with the provided shell wall height or as otherwise advised by the Organiser in writing.
- 1.21 **Onsite Period** means the set up and pack down period at the Venue from 25 May 2019 to 31 May 2019.
- 1.22 **Operational Hours** means 8.00am–6.00pm 28 May 2019 and 29 May 2019 and 8.00am–3.00pm 30 May 2019.

- 1.23 **Organiser** means the Australian Petroleum Production & Exploration Association Limited ACN 000 292 713.
- 1.24 **Parties** means the Organiser and the Exhibitor.
- 1.25 **Payments** means the Event Fee and any further payment required to be made by the Exhibitor as required by the Organiser.
- 1.26 **Registrant** means individual described in the Registration Terms and Conditions found at <www.appeaconference.com.au/attending/registration>.
- 1.27 **Registration Form** means the prescribed form available at <www.appeaconference.com.au/attending/registration>.
- 1.28 **Stand** means the display pod, stand, booth or site allocated to the Exhibitor by the Organiser for exhibiting at the Event.
- 1.29 **Venue** means the Brisbane Convention and Exhibition Centre, Merivale Street and Glenelg Street, South Brisbane, in the state of Queensland.

2 Interpretation

- 2.1 In this Agreement, unless the context otherwise requires:
- a headings are for convenience only and do not affect interpretation;
 - b the singular includes the plural and vice versa;
 - c a gender includes every gender;
 - d a reference to a party, clause, schedule or annexure is a reference to a party and annexure to and a clause and schedule of, this agreement and a reference to this agreement includes any schedule and annexure;
 - e a reference to the date of any termination is a reference to the date of the expiry of any period of notice of termination and a reference to termination is a reference to the termination of these Terms;
 - f mentioning anything after includes or including does not limit what else might be included;
 - g a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
 - h a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
 - i a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
 - j if the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the preceding Business Day; and
 - k no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement;
 - l a reference to dollars or \$ is to Australian currency; and
 - m all references to time are to Canberra time unless otherwise specified.

3 Acceptance of Application

- 3.1 Following electronic lodgment of the Exhibition Application Form, the Organiser will assess the application and determine whether the Exhibitor is approved for the Event. If the application is approved, the Organiser will allocate a Stand site and offer it to the Exhibitor. The Exhibitor accepts the offer by completing and electronically lodging the Exhibition Confirmation Form.
- 3.2 On receipt by the Organiser of the Exhibition Confirmation Form, the Exhibitor will be deemed to be confirmed and their place at the Event secured.
- 3.3 In the event that the Organiser refuses approval to an Exhibitor by refusing to approve either the Exhibition Application Form or the Exhibition Confirmation Form, this Agreement shall cease and become null and void.
- 3.4 If the Organiser refuses approval to an Exhibitor, the Organiser will notify the Exhibitor in writing within a reasonable time period.
- 3.5 The Organiser reserves the sole discretion as to whether to accept an Exhibition Application Form and/or an Exhibition Confirmation Form and the Exhibitor agrees and accepts that the Organiser's decision is final and not subject to challenge.
- 3.6 The Organiser is not required to provide reasons for refusal of approval under this clause.

4 Event Fee

- 4.1 The Event Fee is as set out in the Exhibition Prospectus and is indicative only.
- 4.2 The Exhibitor acknowledges and agrees that the Event Fee may increase at the time of invoicing from the amount set out in the Exhibition Prospectus, Exhibition Application Form and/or the Exhibition Confirmation Form. Notwithstanding this potential variation, the Exhibitor agrees to pay the Event Fee as invoiced and any increase remains the sole responsibility of the Exhibitor.
- 4.3 The Exhibitor agrees make the Payments in accordance with this Agreement.
- 4.4 Upon receipt of the Exhibition Confirmation Form, the Organiser will issue an invoice for 50% of the Event which must be paid within ten (10) days of the invoice date.
- 4.5 The balance of the Event Fee is payable by the Exhibitor to the Organiser on or before 18 January 2019.

5 Organiser's rights and covenants

- 5.1 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.

6 Exhibitor's covenants

- 6.1 The Exhibitor now agrees and warrants to observe and be bound by all the requirements and obligations set down by the Organiser in this Agreement for the conduct of the Event.

7 Stand Space

- 7.1 The Exhibitor 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 this Agreement.
- 7.2 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 set by the Organiser. The Organiser reserves the right to charge an Exhibitor an amount (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 Exhibition Prospectus and Exhibitors' Kit. In the event that an Exhibitor fails to complete the construction of its Stand within a reasonable time, at the Organiser's sole discretion, 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.
- 7.3 Any amounts incurred under clause 7.2 are incurred as a liquidated debt which is recoverable by the Organiser in their sole discretion.
- 7.4 The Exhibitor must:
 - a not seek admission to the Stand prior to the Commencement Date unless prior consent has been granted in writing from the Organiser;
 - b 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 Agreement and the Exhibitors' Kit;
 - 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 Exhibition Prospectus and Exhibitors' Kit
 - d have the Stand manned by an authorised representative of the Exhibitor at all times during the Operational Hours of the Event;
 - e 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 Exhibition Application Form or otherwise approved in writing by the Organiser; and
 - f 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 free from rubbish and debris.

- 7.5 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 the Organiser agrees to provide reasonable notice to any Exhibitor affected by any such alteration. In such an event, the Exhibitor must accept re-allocation without any claim for a reduction in fees or charges or otherwise.

- 7.6 The Exhibitor agrees and covenants 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, to the fullest extent permissible under the Applicable Laws.

8 Exhibitor incurred costs

- 8.1 The Exhibitor must arrange and pay all costs associated with:
 - a shipping its items to and from the Venue or site including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
 - b the lawful removal and/or disposal of its property from the Venue; and
 - c the staffing of its Stand.

9 Directions

- 9.1 The Exhibitor agrees 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.
- 9.2 The Exhibitor agrees comply with the reasonable directions of the Organiser during the Onsite Period.

10 Breach of Agreement

- 10.1 Any breach of this Agreement will result in the Organiser taking whatever action it considers appropriate against an Exhibitor including, but not limited to, prohibiting in whole or in part or rejecting the Exhibitor, its servants, agents, contractors or employees from participating in the Event.
- 10.2 Failure by the Exhibitor to comply with this Agreement will result in damages including but not limited to the Exhibitor forfeiting any and all Payments made to the Organiser.
- 10.3 The Exhibitor agrees to pay interest to the Organiser at the rate of 10% per annum as a liquidated debt for 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 this Agreement.
- 10.4 The Exhibitor agrees to pay the Organiser any expenses reasonably incurred by the Organiser in enforcing its rights against the Exhibitor under this Agreement, including but not limited to legal expenses.
- 10.5 On termination of this Agreement by either Party, the Exhibitor continues to be responsible for any liabilities under this Agreement incurred before termination.
- 10.6 Subject to the above subclauses, the Organiser reserves its rights in their entirety.

11 Assignment

- 11.1 The Exhibitor must 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.

12 Insurance

- 12.1 Exhibitors must at their own expense, effect and keep current at all times during the Onsite Period and the Event a public risk and property damage insurance policy for an insured sum not less than \$20,000,000.00 in respect of its Stand.
- 12.2 The Exhibitor must provide the Organiser with a Certificate of Insurance on or before 8 February 2019.

13 Cancellations and refunds

- 13.1 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, as determined by the Organiser.
- 13.2 If the Event is cancelled in accordance with clause 13.1, subject to Applicable Laws, the maximum liability of the Organiser is limited to a refund of any Payments made under this Agreement.
- 13.3 The Organiser, to the fullest extent permissible under law and subject to clause 13.2, will not be liable for damage, loss or additional costs incurred by the Exhibitor arising out of the cancellation including but not limited to travel costs, hotel costs, or any other costs or expenses whatsoever.
- 13.4 The Organiser, without prejudice to any other rights under this Agreement, shall agree to a cancellation of an Agreement with an Exhibitor at the Exhibitor's request if and only if all of the following conditions are met:
- a request is received in writing by the Organiser on or before close of business on the Cancellation Date; and
 - the Organiser is able to successfully re-let the cancelled space in its entirety; and
 - 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.
- 13.5 If the conditions of clause 13.4 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 Fee in relation to the cancelled Stand if the cancellation is presented in writing before 30 November 2018; and
 - b 75% of the Event fees in relation to the cancelled Stand if the cancellation is presented in writing between 1 December 2018 and 18 January 2019; and
 - c 100% of the Event fees for the cancelled Stand if notice of the cancellation is given after the Cancellation Date.
- 13.6 The Exhibitor agrees not claim a refund of Payments unless notice of cancellation is given by the Organiser, subject to conditions of the preceding subclauses.

14 Termination of registration

- 14.1 The Organiser reserves the right in its absolute discretion to deny entry and/or terminate the registration of any Registrant, representative of an Exhibitor, or other person 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.
- 14.2 In the event of a termination of a registration under clause 14.1 prior to the Commencement Date, 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.
- 14.3 If a termination under clause 14.1 occurs during the Onsite Period or 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.

15 Force majeure

- 15.1 The Organiser will not be liable to the Exhibitor for any loss suffered, nor be in default under this Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Organiser, or if the attendance at the Event is adversely impacted by any of the causes nominated by this clause. In all such circumstances the Organiser shall be entitled to retain all Payments paid by the Exhibitor.
- 15.2 An event under clause 15.1 will not affect or prejudice the right of the Organiser to pursue outstanding Payments owed to the Organiser by the Exhibitor.

16 Indemnity

- 16.1 The Exhibitor, to the fullest extent permissible under law, indemnifies and releases the Organiser, its employees, contractors and agents from and in relation to all actions, suits, proceedings, losses, claims, demands and costs which may be brought against the Organiser, its employees, contractors and agents by any person, firm or entity for all damage, loss, injury (including death), 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 this Agreement or any actual or alleged default by the Exhibitor of the Agreement or resulting directly or indirectly from the Exhibitor's use of the Stand or participation in the Event including travel to and from the Event.
- 16.2 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 the Exhibitor, its employees, or any third party, or for any damage to property including damage to exhibits, plant, equipment, fixtures, fittings, display stock or other property whatsoever or for any loss of profits suffered however caused.
- 16.3 The indemnity contained in clauses 16.1 and 16.2 includes any costs incurred by the Organiser (including legal costs on a full indemnity solicitor/client basis) in defending any actions, proceedings, claims and demands or being represented at proceedings, inquiries or inquests.

17 Intellectual Property

- 17.1 The Exhibitor shall indemnify the Organiser from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Exhibitor for use by the Organiser or for any breaches of third party intellectual property.

18 Australian consumer laws

- 18.1 The ACL provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services, see <www.consumerlaw.gov.au>. Any rights an Exhibitor may have as a consumer under the ACL shall apply notwithstanding any inconsistent provisions in this Agreement which shall be read down to the extent necessary to comply with the ACL and this Agreement shall otherwise apply to the fullest extent legally permissible.
- 18.2 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.
- 18.3 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 this Agreement or otherwise relating to or arising from the Event.

19 Employees, Agents and Contractors of Participant

- 19.1 Any rights conferred upon the Exhibitor are deemed to have been conferred upon the Exhibitor and its employees, agents and contractors and any breach of this Agreement by any employee, contractor, licensee or invitee of the Exhibitor constitutes a breach of this Agreement by the Exhibitor.

20 General

- 20.1 Each Party covenants to, upon request of any other Party to this Agreement, give any consent, do anything or act and execute any document as may be reasonably necessary to give full effect to this Agreement and it is hereby agreed that none of the covenants or warranties contained in this Agreement shall merge on completion.

21 Notices

- 21.1 A notice or other communication including, but not limited to, a request, demand, consent or approval to be made or given to or by a party to this Agreement:
- a must be in writing unless expressly specified otherwise;
 - b must be legible and in English;
 - c must be signed by an authorised officer of the party giving or making it, or (on its behalf) by any solicitor, director, secretary or authorised agent of that party;
 - i must be delivered by hand (including courier delivery) or posted by prepaid post to the address of the addressee, sent by facsimile to the facsimile number of the addressee, or emailed to the email address of the addressee as notified by that party to the other parties from time-to-time;
 - d is deemed to be duly given or made;
 - i in the case of a prepaid posted letter, on the third (or fifth, if posted to or from a place outside Australia) Business Day after posting;
 - ii in the case of a facsimile sent on a Business Day, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;
 - iii in the case of delivery by hand on a Business Day, on delivery; and
 - iv in the case of email on a Business Day, at the time it was sent unless a failed transmission report is received by the sender, but, if delivery or receipt is on a day other than a Business Day or is later than 5:00pm (local time) in the place of receipt, it will be deemed to have been duly given or made at 9:00am on the next succeeding Business Day in that place; andin the case of a facsimile transmission, is regarded as legible unless the addressee telephones the sender within two hours after the transmission is deemed to be received and informs the sender that it is not legible.

22 Bar to Proceedings

- 22.1 The Organiser may plead this Agreement in bar to any claim, action, proceeding or suit brought by the Exhibitor against the Organiser for any matter, circumstance or thing, concerning or in any way relating to this Agreement.

23 Jurisdiction

- 23.1 This Agreement shall be construed in accordance with and governed by the laws of the Australian Capital Territory and the Commonwealth of Australia and the parties submit to the jurisdiction of the courts of the Australian Capital Territory and the Commonwealth of Australia.
- 23.2 If any doubt, difficulty or dispute shall arise in respect of the interpretation meaning or effect of this Agreement or any part thereof or of the respective rights and duties of the parties to the Agreement then the dispute shall be submitted to arbitration under the provisions of the *Commercial Arbitration Act 2017* (ACT), save that the parties shall be entitled to legal representation.

24 Entire Agreement

- 24.1 This Agreement embodies 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 Agreement.
- 24.2 The Exhibitor is referred to <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 Agreement. This will be available by 30 November 2018.

25 Variations

- 25.1 No agreement as between the parties varying or amending this Agreement shall have any force or effect unless it is committed to writing and signed by the parties.

26 Relationship

- 26.1 The parties agree that nothing in this Agreement shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between them.

27 Severability

- 27.1 If any clause or part thereof in this Agreement becomes invalid or is rendered unenforceable or prohibited then such clause(s), or part thereof, will be severable without invalidating or affecting the validity of the remainder of this Agreement, which shall continue in full force and effect.

28 Survival on termination

- 28.1 All indemnities survive termination of this Agreement.

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 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.