

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 Sponsor wishes to sponsor the Event.
- C These Sponsorship Terms and Conditions are to be read in conjunction with the Sponsorship Application Form, the Sponsorship Guidelines and the Sponsorship Prospectus. In the event of any inconsistency, the Sponsorship Terms and Conditions take precedent to the extent of any inconsistency.
- D Upon written acceptance by the Sponsor of the offer of sponsorship by APPEA, an agreement is entered into between APPEA and the Sponsor.

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 Sponsorship Terms and Conditions, the Sponsorship Application Form, the Sponsorship Guidelines and the Sponsorship Prospectus.
- 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 **Business Day** means a day on which banks generally are open for trading in the Australian Capital Territory.
- 1.6 **Cancellation Date** means 1 November 2018.
- 1.7 **Confidential Information** means any information:
 - a relating to the business of the Sponsor or the Event;
 - b of the Organiser or the Sponsor which is designated by the respective owner as confidential; or
 - c of the Organiser 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 this Agreement, whether that information is in oral, visual or written form or is recorded or embodied in any other medium.
- 1.8 **Confirmed Sponsorship** means a sponsorship where a Sponsor has, following a Sponsor Application Form being lodged with APPEA, been offered a specific Sponsorship Package and accepted it by providing written confirmation to APPEA.
- 1.9 **Event** means the APPEA 2019 Conference and Exhibition event.
- 1.10 **Invoice** means an invoice issued by the Organiser to the Sponsor which specifies the Sponsorship Fee payable by the Sponsor to the Organiser for the Event.
- 1.11 **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.
- 1.12 **Organiser** means the Australian Petroleum Production & Exploration Association Limited ACN 000 292 713.
- 1.13 **Parties** means the Organiser and the Sponsor.
- 1.14 **Related Bodies Corporate** has the meaning provided in the *Corporations Act 2001* (Cth).
- 1.15 **Sponsor** means the entity sponsoring the APPEA 2019 Conference and Exhibition or a part of that Event.
- 1.16 **Sponsorship Application Form** means the form available at www.appeaconference.com.au/sponsorship/sponsorship-sales-booking
- 1.17 **Sponsorship Fee** means the relevant amount payable under the Sponsorship Prospectus, based on the applicable Sponsorship Package, or as agreed with the Organiser.

- 1.18 **Sponsorship Guidelines** means the APPEA 2019 Sponsorship Guidelines available at www.appeaconference.com.au, as amended from time-to-time.
- 1.19 **Sponsorship Package** means the item applied for in the Application.
- 1.20 **Sponsorship Prospectus** means the APPEA 2019 Sponsorship Prospectus available at www.appeaconference.com.au, as amended from time-to-time.
- 1.21 **Venue** means the Brisbane Convention and Exhibition Centre, 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 Agreement;
 - 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 the schedules prevail in the event of any conflict between the clauses and the schedules;
 - k 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
 - l no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement;
 - m a reference to dollars or \$ is to Australian currency; and
 - n all references to time are to Canberra time.

3 Applications

- 3.1 Applications are handled in accordance with the Sponsorship Guidelines.
- 3.2 All Sponsors are required to lodge their preferences for Sponsorship Packages with the Organiser using the online Sponsorship Application Form. The Organiser will then notify the Sponsor which preference is successful, following which the Organiser offers the Sponsorship Package which may then be accepted by the Sponsor by confirming it in writing to the Organiser.
- 3.3 On receipt of written acceptance of a Sponsorship Package by the Organiser, the Sponsorship Package will be deemed to be a Confirmed Sponsorship.
- 3.4 All Sponsors with a Confirmed Sponsorships are required to pay the Sponsorship Fee as set out under clause 4.
- 3.5 The Organiser retains the express right to reject any Sponsor that it deems inappropriate or unsuitable in its sole discretion.
- 3.6 All Sponsor Applications will only be accepted from the Sponsor itself and the Organiser reserves the right to reject any Application from any agent purportedly acting on behalf of a Sponsor unless otherwise agreed in writing between the Parties or with the prior written consent of the Organiser.
- 3.7 The Organiser is not required to provide reasons for any decisions it makes under this clause.

4 Sponsorship Fees

- 4.1 The Sponsorship Fee is as set out in the Sponsorship Prospectus and is indicative only.
- 4.2 The Sponsor acknowledges and agrees that the Sponsorship Fee may increase at the time of invoicing from the amount set out in the Sponsorship Prospectus. Notwithstanding this potential variation, the Sponsor agrees to pay the Sponsorship Fee as invoiced and any increase remains the sole responsibility of the Sponsor.
- 4.3 The Sponsor agrees make the Payments in accordance with this Agreement.
- 4.4 Upon receipt of written acceptance of the Sponsorship Package, the Organiser will issue an Invoice for 50% of the Sponsorship Fee which must be paid within ten (10) days of the Invoice date.
- 4.5 The balance of the Sponsorship Fee is payable by the Sponsor to the Organiser on or before 18 January 2019.
- 4.6 The terms of payment on the Invoice may only be altered as agreed in writing by the Organiser.
- 4.7 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.

5 Sponsor intellectual property

- 5.1 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 ten (10) days of the sponsorship becoming a Confirmed Sponsorship.

6 Sponsor obligations

- 6.1 The Sponsor 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.
- 6.2 The Sponsor must exercise the rights and pursue the opportunities granted under this Agreement 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.
- 6.3 Only the Sponsor may exercise the rights granted under this Agreement. 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.
- 6.4 The Sponsor must comply with any brand guidelines or other reasonable directions provided by the Organiser when using the Organiser's Intellectual Property.
- 6.5 The Sponsor:
 - a grants to the Organiser a non-exclusive royalty free licence to use any of the Sponsor's Intellectual Property provided to the Organiser 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 Laws (including the provisions of the ACL and any relevant State or Territory law);
 - g complies at all times with this Agreement.

7 Sponsorship materials

- 7.1 All sponsorship materials must be submitted to the Organiser as directed by the Organiser.

8 Sponsorship options

- 8.1 Sponsors may apply for sponsorship of single or multiple Sponsorship Packages. Should the Sponsor be interested in sponsoring an arrangement not listed within the Sponsorship Prospectus then it may contact the Organiser to discuss possible preferences.
- 8.2 The Organiser may offer alternative Sponsorship Packages under this clause in its absolute discretion.

9 Logo printing

- 9.1 In order to limit costs, the Organiser may in its sole discretion limit the number of colours used to print Sponsor logos.

10 Breach of Agreement

- 10.1 Any breach of this Agreement will result in the Organiser taking whatever action it considers appropriate against the Sponsor including, but not limited to, prohibiting in whole or in part or rejecting the Sponsor, its servants, agents, contractors or employees from participating in the Event.
- 10.2 Failure by the Sponsor to comply with this Agreement will result in damages including but not limited to the Sponsor forfeiting any and all Payments made to the Organiser.
- 10.3 The Sponsor 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 Sponsor defaults in payment of any money due under this Agreement.
- 10.4 The Sponsor agrees to pay the Organiser any expenses reasonably incurred by the Organiser in enforcing its rights against the Sponsor under this Agreement, including but not limited to legal expenses.
- 10.5 On termination of this Agreement by either Party, the Sponsor 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 Sponsors may not sublet, assign, apportion or otherwise transfer 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, without the prior written consent of the Organiser
- 11.2 Consent under this clause may be granted or withheld in the Organiser's absolute discretion.

12 Cancellation and refunds

- 12.1 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.
- 12.2 If the Event is cancelled in accordance with clause 12.1, subject to Applicable Laws, the maximum liability of the Organiser is limited to a refund of any Payments made under this Agreement.
- 12.3 The Organiser, to the fullest extent permissible under law and subject to clause 12.2, will not be liable for damage, loss or additional costs incurred by the Sponsor arising out of the cancellation including but not limited to travel costs, hotel costs, or any other costs or expenses whatsoever
- 12.4 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 5.00pm on the Cancellation Date, failing which the Organiser will not refund any Sponsorship Fees. If a request is received on or before 5.00pm on 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 the Sponsorship Fee 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 Fees paid under this Agreement will be forfeited to the Organiser.

- 12.5 The Organiser, without prejudice to any other rights under this Agreement, shall agree to a cancellation of Confirmed Sponsorship at the Sponsor'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 on-sell the Confirmed Sponsorship; 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.
- 12.6 If the conditions of clause 12.5 are met, the Organiser shall retain the following monies by way of liquidated damages and not by way of penalty:
- 50% of the Event Fee in relation to the cancelled Confirmed Sponsorship if the cancellation is presented in writing before 5.00pm on the Cancellation Date; and
 - 100% of the Event fees for the cancelled Confirmed Sponsorship if notice of the cancellation is given after the Cancellation Date.
 - If the Organiser is unable to on-sell the sponsorship prior to the Cancellation Date then all Sponsorship Fees paid under this Agreement will be forfeited to the Organiser.
 - Any refunds on Payments made in accordance with the preceding subclauses shall be made 30 days after the Cancellation Date.
 - The Sponsor agrees not claim a refund of Payments unless notice of cancellation is given by the Organiser, subject to conditions of the preceding subclauses.

13 Confidentiality

- 13.1 Neither party may disclose any Confidential Information of the other party without obtaining the prior written consent of the other party.
- 13.2 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.
 - if required to do so, to the extent that the disclosure is required by law; and
 - to any professional advisors, provided that they comply with the obligations of this clause.

14 Termination

- 14.1 The Organiser fully reserves its rights to immediately cancel, refuse and withdraw the Sponsor from the Event and any rights it may have under this Agreement, without notice, where the Sponsor is in breach of this Agreement 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.

15 Force Majeure

- 15.1 The Organiser will not be liable to the Sponsor 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 Sponsor.
- 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 Sponsor.

16 Liability

- 16.1 The Sponsor, 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 Sponsor of the Agreement or resulting directly or indirectly from the Sponsor's sponsorship 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 Sponsor, 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.
- 16.4 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 this Agreement or otherwise relating to or arising from the sponsorship or the Event.
- 16.5 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 this Agreement or any other terms and conditions imposed by the Organiser;
 - the application of the ACL in relation to this Agreement 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.
- 16.6 In the event that any statute implies any term, condition or warranty into this agreement which cannot be lawfully excluded, this Agreement 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.

17 Intellectual Property

- 17.1 The Sponsor 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 Sponsor for use by the Organiser or for any breaches of third party intellectual property.

18 Employees, Agents and Contractors of Participant

- 18.1 Any breach of this Agreement by any employee, contractor, licensee or invitee of the Sponsor constitutes a breach of this Agreement by the Sponsor.

19 General

19.1 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.

20 Notices

20.1 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, 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:
 - ii 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;
 - 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,
 - v 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.

21 Bar to proceedings

21.1 The Organiser may plead this Agreement 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.

22 Jurisdiction

22.1 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.

22.2 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.

23 Entire Agreement

23.1 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 Variations

24.1 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.

25 Relationship

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

26 Severability

26.1 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.

27 Survival on termination

27.1 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 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.