



appea

the australian petroleum production & exploration association presents

27-30
MAY
BRISBANE

APPEA2019

CONFERENCE AND EXHIBITION



EXHIBITION PROSPECTUS

PRINCIPAL SPONSORS



APPEA 2019 BRISBANE 27-30 MAY

The APPEA Exhibition is the pre-eminent annual gathering of the leaders, explorers, producers, suppliers and educators who come together to do business on the global stage of oil and gas.



PROMOTE YOUR BUSINESS TO THE WORLD OF OIL AND GAS

Join us for the premier annual event where the entire oil and gas industry meet.

Representing the latest ideas, innovations and developments, this event, organised by the industry for the industry is the only place where the entire supply chain gathers to learn, network and do business.

A rigorous selection process ensures the conference program has unique and cutting-edge presentations, while the exhibition floor represents the top 200 companies of the sector. Not open to the general public, APPEA provides a targeted, curated and welcoming environment for energy professionals to connect and engage with the leaders, influencers, and drivers of the oil and gas industry.

As the coveted hub of Australia's oil and gas industry, this world-class event provides unparalleled opportunities to create strong and enduring business relationships, do deals, collaborate, share ideas, be inspired and learn from one another.

Our exhibitors include exploration and production companies, the geotechnical/geophysical sector, education and training bodies, state and federal governments, leaders in drilling and engineering, procurement and construction management, health, safety and environment specialists, IT, finance and business advisory groups.

A full schedule of formal and informal business and networking events provide exceptional opportunities to meet new oil and gas professionals and reconnect with existing contacts.

You are invited to join us and be an integral part of shaping the future of the oil and gas industry, only at the APPEA Conference and Exhibition.



Watch the APPEA 2019 preview video

EXHIBITION SPONSOR

wood.

“APPEA's annual conference represents a collective investment in our industry's future. It's our chance to collaborate, educate, and create value.”

IAN DAVIES, MANAGING DIRECTOR & CEO, SENEX ENERGY

WHO WILL YOU MEET?

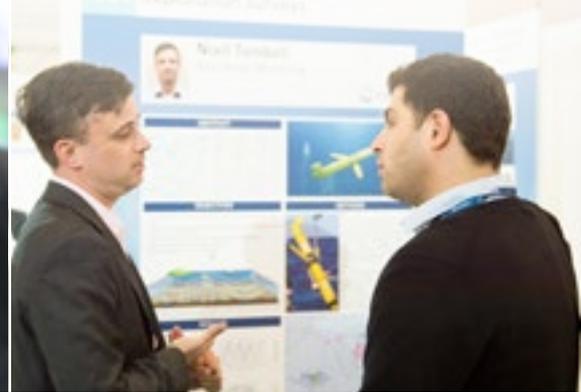
There are unrivalled networking opportunities provided at APPEA 2019:

Leading oil and gas executives...

- project and operations managers
- federal and state government ministers
- industry regulators and government agency representatives
- researchers, academics and technology developers
- contractors, consultants and other service providers
- industry policy directors

From across the full supply chain...

- exploration and production
- service and supply
- pipeline and transportation
- engineering and construction
- refining and upgrading
- regulation and management
- finance, investment and legal
- health, safety and environment
- risk management and business modelling



“For me, it was well attended and organised, with high quality presentations on geoscience, technology and engineering, business, and an impressive exhibition.”

SENIOR GEOLOGIST,
DEPARTMENT OF MINES,
INDUSTRY REGULATION
AND SAFETY

An integrated global marketing program is already under way for APPEA 2019 and includes:

- **Direct engagement via hard copy and digital communications** — directly connecting with 17,000+ contacts who have attended APPEA events previously to promote new topics of interest and upcoming highlights of APPEA 2019
- **Social media** — featuring our exhibitors, showcasing your upcoming projects, industry discussions, and your planned onsite events and promotions through Twitter, LinkedIn and Facebook
- **Advertising** — industry publications, mainstream media and newsletters
- **Website** — search engine optimisation and marketing with prominent sites such as Google
- **Public relations** — media releases and editorials
- **Event brochures, eNewsletters and updates** — APPEA strives to bring our exhibitors directly to our delegates. If your team is working on an exciting new initiative to be launched at APPEA we want our network to hear about it
- **Smart phone applications.**

SNAPSHOT APPEA2018

2000+

ENERGY
PROFESSIONALS



133

EXHIBITING
COMPANIES



670

COMPANIES
REPRESENTED



23

COUNTRIES
REPRESENTED



“ I found it to be an excellent exhibition, as the main operators and decision makers were present, making it a great networking event. ”

**DUNCAN BAILLIE, BUSINESS DEVELOPMENT MANAGER,
LUX ASSURE, APPEA 2018**

APPEA2019 EXHIBITION FEATURES

APPEA invites you to partner with us to create an exhibition space that works to connect your business with our delegates.

If you have a unique idea to showcase your brand or product, please do not hesitate to contact:

Julie Hood, Director Events,
jhood@appea.com.au, with any activations you would like considered.

Interactive displays are strongly encouraged.

“ The APPEA Conference and Exhibition is an unmissable event for anyone who wants to understand the opportunities and challenges facing our industry, right from exploration through to production and supply. ”

PETER COLEMAN,
CEO & MANAGING DIRECTOR,
WOODSIDE

COLLABORATION CENTRE



COUNTRY PAVILION



INDUSTRY EQUIPMENT DISPLAYS



APPEA LOUNGE



KPMG MEETING ZONE WITH PRE-BOOKINGS



TECHNICAL POSTER AREA



HAPPY HOURS



EXHIBITION HALL CATERING



INDUSTRY PUBLICATIONS



BOOTH OPTIONS TO SUIT YOUR NEEDS





BENEFITS OF EXHIBITING

¹ Important notes:

- 1 x complimentary full delegate registration and 1 x complimentary exhibition booth staff registration is available for exhibitors booking up to and including 18m² space.*
- Exhibitors booking more than 18m² of space will receive 2 x complimentary full delegate registrations and 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 12, page 15.
- Pricing does not differ between a shell scheme and floor space booking. For all pricing, please see page 11.

* All additional staff attending the event are required to purchase a booth staff pass or delegate registration pass to access the exhibition.

- The opportunity to meet with key stakeholders in the oil and gas sector with access to specialised meeting zones to conduct extended discussions.
- Multiple listings for your company including a detailed profile and full colour logo:
 - on the conference website, www.appeaconference.com.au, once booking is confirmed.
 - listing on the printed A3-sized exhibition floorplan map distributed on site at the conference venue.
 - on the conference mobile app.
- 10x one-day single-use visitor passes per company which allow exhibition access during operational hours (not to be used for staffing purposes). If companies share a booth, only 10 x one-day passes are provided per booth.
- The opportunity to distribute relevant media releases and announcements to the attending industry media.
- 1 x complimentary full delegate registration¹ which includes:
 - attendance to all the conference program sessions
 - 1 x welcome reception ticket
 - 1 x farewell reception ticket
 - daily exhibition access
 - refreshment breaks
 - networking lunches in the exhibition hall
 - happy hour on Tuesday and Wednesday
 - 1 x delegate satchel, including all inserts.
- 1 x complimentary exhibition booth staff pass¹ that includes:
 - 1 x farewell reception ticket
 - daily exhibition access
 - refreshment breaks
 - networking lunches in the exhibition
 - happy hour on Tuesday and Wednesday.

APPEA 2019 BOOTH OPTIONS



YOUR BOOKING CHOICES

“ Our technology stand in the Exhibition Hall was visited by industry executives who are serious about doing business by transforming their organisations through new technologies and approaches. ”

TIM ANDERSON,
NOVA SYSTEMS

SHELL SCHEME

Select a traditional booth style so your exhibition team can bump in and set up quickly and easily.

Booking inclusions:

- Shell scheme stand with 2.4m high Octanorm walls (area from 9m² upwards available)
- 2 x LED spotlights per 9m² shell
- 1 x 4 amp powerpoint per 9m² stand
- digital print fascia signage (full colour company logos are an additional cost)
- carpet tiles (colours and flooring can be altered at exhibitor's expense. For more details see Harry the Hirer).

Options are available for shell scheme upgrades.

OR FLOORSPACE

Want to stand out from the crowd? Opt to present a custom stand and deliver a unique concept to highlight your brand or product. Design and build costs are at your expense and APPEA can provide key contacts who are experts in creating and delivering eye catching stands.

Harry the Hirer, the official exhibition stand contractor, can design and produce custom build stands for companies exhibiting at APPEA 2019. A list of additional suppliers familiar with the APPEA Exhibition is available under the Exhibition section of www.appeaconference.com.au.

All power and light requirements must be booked through the stand contractor Harry the Hirer and are at the exhibitor's expense.

APPEA2019 EXHIBITION DELIVERABLES

“ APPEA is about bringing the industry together to debate the main topics facing us, to share best practices and to set aspirations for the industry.”

DIANE SMITH-GANDER,
NON-EXECUTIVE DIRECTOR,
WESFARMERS &
AGL ENERGY

Showcase your new technologies and innovations to the industry



Take advantage of our collaboration centre and facilities available with your package



Extend your brand's reach and make valuable connections at social and networking events



Talk directly to decision-makers from major oil and gas companies



Meet your target market face-to-face with pre-determined sales meetings



Expand your business through international and national delegate connections



Tailor your space to demonstrate your products and services in a meaningful and memorable way



Make new business contacts and identify commercial opportunities



Join the social conversation through your own channels



Promote your involvement through your own marketing activity



EXHIBITION SCHEDULE

Monday 27 May	12.00pm – 6.00pm	Exhibitor bump-in. Officially recognised custom stands may have access from Sunday 26 May. A fully scheduled bump in will take place. To discuss early access arrangements, please contact the Exhibition Coordinator, Sane Event Group, appea2019@saneevent.com.au
Tuesday 28 May	8.00am – 6.00pm	Exhibition open to all delegates
Wednesday 29 May	8.00am – 6.00pm	Exhibition open to all delegates
Thursday 30 May	8.00am – 3.00pm	Exhibition open to all delegates
	3.30pm – midnight	Exhibition bump out. Custom builds are required to contact the Exhibition Coordinator, Sane Event Group, appea2019@saneevent.com.au for final bump out schedule and timing.

* Times are subject to change according to the final conference program.

APPEA2019 PAVILIONS



INTERNATIONAL, STATE OR COMPANY GROUPS

Do you have a number of companies from your country or state who are looking to display their quality products and services to the Australian oil and gas industry?

Or are you part of a collaboration of companies wanting to come together as a unified group at APPEA 2019? If so — gain superb exposure by presenting as a group in a Pavilion on the exhibition floor.

Please note that each pavilion must be coordinated through a single, central contact.

For more information, contact:

Anne Kelly

e akelly@appea.com.au

t +61 2 6267 0906



“It’s a fantastic opportunity to network with all the people in the industry, all within a couple of days and all in the same place.”

GARTH BORGELT, INNOVA GLOBAL, APPEA 2018

APPEA2019 EXHIBITION FLOORPLAN



APPEA 2019 BRISBANE 27-30 MAY



YOUR INVESTMENT

STANDARD BOOTHS

Size	APPEA Member*	Non-member
2 m x 3 m (6 m ²)	\$3,800	\$4,835
3 m x 3 m (9 m ²)	\$5,700	\$7,250
6 m x 3 m (18 m ²)	\$11,350	\$14,500
6 m x 6 m (36 m ²)	\$22,700	\$28,900
12 m x 6 m (72 m ²)	\$45,400	\$57,800

PREMIUM BOOTHS

Size	APPEA Member*	Non-member
2 m x 3 m (6 m ²)	\$4,270	\$5,535
3 m x 3 m (9 m ²)	\$6,400	\$8,300
6 m x 3 m (18 m ²)	\$12,800	\$16,600
6 m x 6 m (36 m ²)	\$25,600	\$33,200
9 m x 6 m (54 m ²)	\$38,450	\$49,800
12 m x 6 m (72 m ²)	\$ 51,250	\$ 66,400
12 m x 9 m (108 m ²)	\$70,450	\$91,250

Rates:

- are in Australian dollars and GST inclusive
- see page 6 for inclusions.

* APPEA member rate is applicable to all full members and associate members.

APPEA 2019 BRISBANE 27-30 MAY



HOW TO BOOK

UPDATES AND QUERIES

For any questions relating to the exhibition, please do not hesitate to contact:

Anne Kelly

Manager – Events, APPEA

e akelly@appea.com.au
t +61 2 6267 0906
m +61 423 912 789

OR

Julie Hood

Director Events, APPEA

e jhood@appea.com.au
t +61 7 3231 0501
m +61 412 998 474

HOW AND WHEN DO I BOOK A BOOTH?

- 1 From the exhibition floorplan (see page 10), select your top 10 preferred locations.** Location preference will be given to APPEA Members and 2018 exhibitors. Last year the APPEA Exhibition sold out months in advance! Act now to avoid disappointment.
- 2 Log onto www.appeaconference.com.au**
 - **members and 2018 exhibitors** 2pm AEDT, Wednesday 29 August 2018
 - **non-members** 2pm AEDT, Thursday 6 September 2018and fill in your preferences. Within 10 days, APPEA will issue a confirmation email of your allocated exhibition space. At this time you have five (5) working days to confirm your acceptance of the allocation.

Please note: Once you have accepted your allocation, your booking is regarded as fully confirmed and the Exhibition Terms and Conditions (see page 13) come into effect. 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 from date of invoice. The balance of payment for the exhibition space must be made by Friday 18 January 2019. Please note cancellation fees will apply as per the Terms and Conditions contained in the exhibition prospectus.

Terms and conditions

Before booking, please refer carefully to the exhibition terms and conditions (pp 13–16) for APPEA's policy on participating in the APPEA 2019 Exhibition. These include the requirements in relation to insurance and on the cancellation of exhibition space.

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 floorplan 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>.

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