

EXHIBITOR TERMS AND CONDITIONS

- (A) The Organiser proposes to conduct the Exhibition at the Venue.
- (B) The Exhibitor wishes to register and participate in the Exhibition.
- (C) These Exhibitor Terms and Conditions are to be read in conjunction with the Exhibitor Application Form and the Exhibitor Information Manual. In the event of any inconsistency, the Exhibitor Terms and Conditions take precedence.
- (D) Upon the Exhibitor submitting an Exhibitor Application Form and the Organiser providing the Exhibitor Confirmation Email to the Exhibitor an agreement is entered between the Organiser and the Exhibitor.
- (E) In addition to this Agreement, the Exhibitor may separately apply to the Organiser for sponsorship and marketing opportunities at the Exhibition. To the extent these arrangements proceed, the relevant terms and conditions will be documented in a separate Sponsorship Agreement as provided to the Exhibitor by the Organiser.

1 DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 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 State of Victoria and the Commonwealth of Australia.
- 1.2 **Agreement** means these Exhibitor Terms and Conditions, the Exhibitor Application Form, and the Exhibitor Information Manual.
- 1.3 **Certificate of Currency** means a certificate from an insurance company acceptable to the Organiser insuring the Exhibitor for public liability and property damage in respect of the Exhibition for a sum not less than \$10,000,000.00.
- 1.4 **Commencement Date** means the date on which the Exhibition commences as set out in the Exhibitor Application Form or as otherwise notified by the Organiser to the Exhibitor.
- 1.5 **Completion Date** means the date on which the Exhibition ends as set out in the Exhibitor Application Form or as otherwise notified by the Organiser to the Exhibitor.
- 1.6 **Event Fee** means the total of all fees and charges specified in the Exhibitor Application Form, including any corner loading fee (if applicable).
- 1.7 **Exhibition** means the exhibition event detailed in the Exhibitor Application Form starting on the Commencement Date and ending on the Completion Date.
- 1.8 **Exhibitor Application Form** means the form of that title provided by the Organiser to the Exhibitor in respect of the Exhibition.
- 1.9 **Exhibitor Confirmation Email** means an email sent by the Organiser to the Exhibitor confirming acceptance of the Exhibitor Application Form.
- 1.10 **Exhibitor Information Manual** means the manual provided by the Organiser to the Exhibitor setting out, amongst other things, the rules and regulations for the conduct of the Exhibition.
- 1.11 **Exhibitor** means the entity or entities that have applied to the Organiser to exhibit at the Exhibition using the Exhibitor Application Form.
- 1.12 **Force Majeure Event** means any strike, lockout or other interference with work, war declared or undeclared, pandemic, blockade, disturbance, lightning, fire, earthquake, storm, flood, inclement weather, explosion, governmental or quasi-governmental restraint, expropriation, prohibition, intervention, direction or embargo, unavailability or delay in availability of equipment or transport, inability, revocation or delay in obtaining governmental, quasi-governmental or regulatory approvals, consents, permits, licences, authorities or allocations and any other cause not reasonably within the control of the party affected but with the express exclusion of any COVID-19 related events.
- 1.13 **Organiser** means Pet Projects International Pty Limited (ABN 50 636 154 188).
- 1.14 **Parties** means the Exhibitor and the Organiser.
- 1.15 **Stand** means the stand, booth, structure or site allocated by the Organiser to the Exhibitor at the Venue.
- 1.16 **Venue** means the venue described in the Exhibitor Application Form.

2 INTERPRETATION

In this Agreement, unless the context otherwise requires:

- 2.1 headings are for convenience only and do not affect interpretation;
- 2.2 the singular includes the plural and vice versa;
- 2.3 a gender includes every gender;
- 2.4 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;
- 2.5 mentioning anything after includes or including does not limit what else might be included;
- 2.6 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;
- 2.7 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;
- 2.8 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;
- 2.9 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement;
- 2.10 a reference to dollars or \$ is to Australian currency; and
- 2.11 all references to time are to Melbourne time unless otherwise specified.

3 APPLICATION AND ACCEPTANCE

- 3.1 The Exhibitor must submit an Exhibitor Application Form, either electronically or physically as may be directed by the Organiser, for assessment and approval by

the Organiser.

- 3.2 Following receipt of the Exhibitor Application Form, the Organiser will assess the application and determine whether the Exhibitor is approved for the Exhibition. The Organiser may approve or reject the application in its sole discretion.
- 3.3 If the application is approved, the Organiser will allocate a Stand and offer it to the Exhibitor by way of an Exhibition Confirmation Email.
- 3.4 Upon the Organiser receiving confirmation from the Exhibitor that the allocated Stand has been accepted, that Stand is secured for the Exhibitor subject to the terms and conditions of this Agreement.
- 3.5 If the Organiser does not approve the Exhibitor Application Form, for any reason in its sole discretion, all arrangements and agreements between the Organiser and Exhibitor in respect of the Exhibition shall be deemed null and void.

4 EVENT FEE AND PAYMENT

- 4.1 The Exhibitor must pay the Event Fee in accordance with this Agreement and agrees that the Organiser may invoice the Exhibitor for the following amounts:
 - (a) an initial payment equal to 25% of the Event Fee at the same time as providing the Exhibitor Confirmation Email;
 - (b) a subsequent payment equal to 50% of the Event Fee on or around three (3) months prior to the Commencement Date; and
 - (c) a final payment equal to 25% of the Event Fee on or around six (6) weeks prior to the Commencement Date,and in each case the Exhibitor must pay the Organiser in full without set-off or deduction within 14 days from the date of the invoice.
- 4.2 The Organiser may adjust the relevant instalment amounts and invoicing dates, including where an Exhibitor Application Form is submitted to the Organiser as the Commencement Date draws closer. In such circumstances, the Organiser may invoice the Exhibitor for the following amounts:
 - (a) an initial payment equal to 50% of the Event Fee at the same time as providing the Exhibitor Confirmation Email; and
 - (d) a final payment equal to 50% of the Event Fee on or around six (6) weeks prior to the Commencement Date; or
 - (e) where the Exhibitor submits an Exhibitor Application Form within two (2) months of the Commencement Date, a single payment equal to 100% of the Event Fee at the same time as providing the Exhibitor Confirmation Email,and in each case the Exhibitor must pay the Organiser in full without set-off or deduction within 14 days from the date of the invoice.

- 4.3 Notwithstanding the payment terms and amounts set out in clause 4.1 and 4.2, the Exhibitor must pay all amounts due and payable under this Agreement (including the Event Fee) no later than 28 days before the Commencement Date. Under no circumstances will the Exhibitor, including staff, suppliers, and contractors, be permitted to access the Venue or participate in the Exhibition until all monies owing have been paid in full in accordance with this Agreement.

- 4.4 The Exhibitor agrees that all payments made are not transferable to another exhibition, event, or date unless otherwise agreed in writing by the Organiser.

5 GST

- 5.1 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement in relation to any supply are exclusive of GST.
- 5.2 If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply (**GST Amount**).
- 5.3 The recipient must pay the GST Amount referred to in clause 5 at the same time and in the same manner as the payment for the taxable supply is required to be made under or in accordance with this Agreement.

6 EXHIBITOR OBLIGATIONS AND COVENANTS

- 6.1 The Exhibitor must:
 - (a) use the Exhibitor's Stand only for the display and promotion of goods and services that relate to the subject matter of the Exhibition and otherwise as directed by the Organiser acting reasonably. All products and display material must be contained within the Exhibitor's space and distribution of all advertising material must only take place from within the confines of the Exhibitor's contracted stand;
 - (b) comply with all requirements and procedures described or referred to in the Exhibitor Information Manual issued by the Organiser prior to the holding of the Exhibition, and all directions or instructions issued by the Organiser in relation to the Exhibition or the performance of the Agreement;
 - (c) not damage any part of the floor or walls of the Venue or any stand or property of another exhibitor or any third party;
 - (d) must comply with all laws applicable to the holding of the Exhibition, including all rules and regulations stipulated by the Venue (as notified by the Venue or the Organiser) and any other regulatory body or authority that exercises control over the Exhibition. The Exhibitor will be responsible to pay for any damage caused to the Venue by the Exhibitor;
 - (e) must keep clean and tidy the Stand allocated to the Exhibitor to the satisfaction of the Organiser;
 - (f) must ensure that no lottery, raffle, guessing game, game of chance or side-show is conducted by the Exhibitor at its Stand or in the Venue without the prior consent in writing of the Organiser or the appropriate gaming license;
 - (g) not infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; and
 - (h) not make use of any microphone, sound amplification or musical instrument without the prior consent, in writing of the Organiser.
- 6.2 No electrical work may be undertaken by or on behalf of an Exhibitor without the prior consent in writing of the Organiser, which consent will only be granted on the

basis that the work is performed by a qualified electrical contractor, approved by the Organiser.

- 6.3 If the Exhibitor has selected a space only stand, or if the Exhibitor wishes to display any material above 2.4 metres in height, the Exhibitor must submit design plans to the Organiser for approval by the Organiser and Venue at least 60 days prior to the Commencement Date. The Organiser reserves the right at any time to alter the design of a custom built stand if it deems the display or banner above the display adversely impacts on the displays of surrounding exhibits.
- 6.4 Any walls exceeding the standard 2.4 metre height for the Exhibition must have the reverse side dressed to match the adjoining stand and must not interfere with the adjoining stand.
- 6.5 All products and equipment to be exhibited must be insured by the Exhibitor and the Organiser will not be responsible for, and expressly excludes all and any liability for, any loss or damage anywhere inside or outside the Venue precinct to such products and equipment, including theft or property damage howsoever caused.
- 6.6 Each Stand must be appropriately staffed by the Exhibitor at all times during Exhibition opening hours.
- 6.7 No stock or display items are to be removed during the Exhibition event period without written consent from the Organiser.
- 6.8 The Exhibitor is not permitted to allocate any portion of their Stand or other space to any third party without the prior written consent in writing of the Organiser. Where the Organiser agrees in writing to allow the allocation of part or all of the Exhibitor's contracted space to another party, the Exhibitor shall, unless otherwise agreed in writing by the Organiser, continue to be bound by the provisions of this Agreement and shall be responsible for and indemnify the Organiser for any costs, damages, expenses or liability incurred in agreeing to any of the foregoing.
- 6.9 All promotional activities and displays on the Exhibitor's Stand must be contained within the allocated boundaries of the Exhibitor's allocated Stand and any other space (as shown on the floorplan) including visitor queues. The Exhibitor is not permitted to use or allow its customers to use the public aisles for queues under any circumstances and, to the extent the Organiser permits, must purchase additional space/floor area for any anticipated queue areas.
- 6.10 No dogs or cats will be permitted into the Exhibition venue without the approval in writing from the Organisers. For dog and cat access to be granted the Exhibitor must comply with all rules and regulations as provided in the Animal Management Plan (as notified to the Exhibitor by the Organiser) and must sign and return the relevant form to confirm the Exhibitor's acceptance of the plan.
- 6.11 All Exhibitors must comply with the Exhibitor Information Manual, including any Covid-19 safety regulations. If required by the Organiser, the Exhibitor must confirm separately in writing that they have read and understood the Exhibitor Information Manual.
- 6.12 The Exhibitor consents, under all relevant privacy legislation, to the disclosure of all Exhibitor contact details to relevant contractors and media agencies that are appointed by the Organiser to assist with the organisation and marketing of the Exhibition, and the use of the Exhibitor contact information by the Organiser for the purpose of informing the Exhibitor of other products, services and events that are promoted by the Organiser and its related bodies corporate. If the Exhibitor would like to gain access to the information the Organiser holds about you, or if you do not wish the information to be used in this way, please contact the Organiser's privacy officer.

7 ORGANISER RIGHTS

- 7.1 The Organiser:
- may, in its absolute discretion, relocate an Exhibitor's Stand or space to a comparable stand or space or amend the Exhibition floor plan at any time, including for practical or operational reasons;
 - may require the Exhibitor to remove or stop any display or demonstration which is unlawful or which, in the reasonable opinion of the Organiser, is creating a disturbance;
 - reserves the right to refuse entry to the Exhibition, any Exhibitor's personnel, affiliates or employees into the Venue, if in the reasonable opinion of the Organiser, they are or are likely to create a disturbance, are intoxicated or under the influence of any illicit substance, engaging in harassment or other undesirable offensive behaviour, or for any other reason;
 - may in its absolute discretion not include the Exhibitor as a listing in the Exhibition program, should the Organiser not have a reasonable amount of time to include the Exhibitor;
 - has the right to direct Exhibitors to cease any activity and disperse any and all queues that extend beyond the Exhibitor's allocated space or create traffic congestion in designated event aisles; and
 - may, at any time, assign or otherwise deal with any of its rights under this Agreement by giving written notice to the Exhibitor.
- 7.2 The Organiser's intellectual property is protected by copyright, trademark and other relevant laws of Australia. The Exhibitor acknowledges and agrees that such intellectual property includes all associated intellectual property rights and are the exclusive property of the Organiser and its licensors. The Exhibitor must not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the relevant intellectual property referred to in this clause 7.2.

8 MOVE IN AND MOVE OUT

- 8.1 The Exhibitor must complete the move in and move out of the Exhibition Stand by the times set out in the Exhibitor Information Manual and in any event in accordance with the timetable set by the Organiser (**Move In and Move Out**). Move In and Move Out times and days are subject to change in the Organiser's sole discretion acting reasonably. The Exhibitor must not under any circumstances commence Stand break-down or remove products, goods, or materials prior to the closing time of the Exhibition on the final day.
- 8.2 The Exhibitor's authorised personnel, agents, and contractors undertake to comply with all Move In and Move Out requirements and directions as notified by the Organiser at all times.

- 8.3 The Exhibitor acknowledges and agrees that the Organiser is not responsible for the Exhibitor's Stand and equipment which has been loaded into the Venue during Move In and Move Out.

9 INSURANCE

- 9.1 The Exhibitor must effect and maintain for the duration of the Exhibition (including Move In and Move Out) public liability insurance with a reputable insurer approved by the Organiser on terms and conditions acceptable to the Organiser. At least 30 days prior to the commencement of the Exhibition, the Exhibitor must provide the Organiser with a Certificate of Currency evidencing such insurance.
- 9.2 Exhibitor staff, employees or contractors will not be permitted to enter the Exhibition venue without complying with the insurance obligations under clause 9.1.

10 CANCELLATIONS AND REFUNDS

- 10.1 The Organiser reserves the right to cancel the Exhibition in the event it receives an insufficient number of exhibitors or does not achieve the required level of ticket sales, or for any other reasonable grounds, as determined by the Organiser. To the extent the Organiser cancels the Exhibition under this clause 10.1 it shall refund all amounts paid by the Exhibitor.
- 10.2 The Organiser, to the fullest extent permissible under law, will not be liable for damage, loss or additional costs or expenses incurred by the Exhibitor arising out of any cancellation under clause 10.1 including but not limited to travel costs, hotel costs, or any other costs or expenses whatsoever.
- 10.3 The Organiser, without prejudice to any other rights under this Agreement, shall agree to a cancellation of this Agreement at the written request of the Exhibitor subject to and conditional upon:
- the Exhibitor not being in breach of this Agreement at the time it submits any request to cancel to the Organiser; and
 - the Exhibitor paying the Organiser the following monies by way of liquidated damages (being a genuine pre-estimate of loss suffered by the Organiser as a result of any such cancellation):

Time of notice prior to cancellation	Between and 6 months	Between 3 and 6 months	Less than 3 months
Percentage of Event Fee	25% of the Event Fee	50% of the Event Fee	100% of the Event Fee

- 10.4 The Exhibitor must pay the relevant Percentage of the Event Fee (as set out in the table above) within 14 days from the date of the relevant invoice provided to the Exhibitor by the Organiser. To the extent the Exhibitor has already paid such fees, the Organiser shall retain and apply those fees to the amount payable in accordance with clause 10.3(b).
- 10.5 The Organiser may consider any written requests by the Exhibitor in relation to any reduction, change or alteration of the Stand size or area, provided that:
- the Organiser may accept or reject any such request in its sole and absolute discretion (including on a conditional basis); and
 - the Exhibitor agrees it is not entitled to any fee adjustment or refund unless otherwise agreed by the Organiser in writing.

11 DEFAULT

- 11.1 Any breach of this Agreement will result in the Organiser taking whatever action it determines as being appropriate against the Exhibitor, subject to applicable laws, including prohibiting the Exhibitor from participating in the Exhibition and terminating the Agreement.
- 11.2 Without limiting the foregoing, in respect of any breach of this Agreement by the Exhibitor (including any failure to pay amounts due under this Agreement) that continues for at least 20 Business Days then the Exhibitor agrees:
- the Organiser may by notice in writing terminate this Agreement immediately and may at its discretion either resell or reallocate the Stand to any third party;
 - the Organiser shall retain all payments made by the Exhibitor up to and including the date of termination; and
 - the Exhibitor must pay the Organiser all outstanding payments that would have been due and payable had the Exhibitor complied with this Agreement and attended the Exhibition, including the total amount of the Event Fee.
- 11.3 The Exhibitor is liable to reimburse and hereby indemnifies the Organiser for all costs and expenses arising directly or indirectly as a result of such breach by the Exhibitor including all reasonable legal and debt recovery costs incurred in any action for recovery of any amount outstanding under this Agreement.
- 11.4 The Exhibitor agrees to pay interest to the Organiser at the rate of 10% per annum for all monies overdue and unpaid during the period of any payment default under this Agreement.

12 INDEMNITY

- 12.1 The Exhibitor, to the fullest extent permitted by 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 this Agreement or resulting directly or indirectly from the Exhibitor's use of the Stand, attendance at the Venue, or participation in the Exhibition, including travel to and from the Exhibition.
- 12.2 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.

12.3 The indemnity contained in clauses 12.1 and 12.2 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.

13 LIMITATION OF LIABILITY

13.1 The Exhibitor's participation in the Exhibition and attendance at the Venue is at the Exhibitor's own risk.

13.2 To the maximum extent permitted by applicable laws, the Organiser will not be liable to the Exhibitor or the Exhibitor's personnel, agents, contractors or patrons for any loss of life, personal injury or damage to or loss of property which may be suffered or incurred arising out of its participation in the Exhibition or use of and attendance at the Venue.

13.3 The Organiser's maximum aggregate liability in contract, tort or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of the Organiser's obligations under this Agreement shall be limited to an amount that does not exceed that total amount payable by the Exhibitor under this Agreement save where any such death, injury or damage results from a negligent act or omission of the Organiser, its agents, or employees.

13.4 In no event shall either Party be liable for any special, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever, even if the possibility of such damages were disclosed or could have been reasonably foreseen.

14 WARRANTIES

14.1 Each Party warrants and represents that:

- (a) it has full power and authority to enter into and perform its obligations under this Agreement;
- (b) this Agreement has been validly authorised and constitutes and imposes legally binding obligations on it; and
- (c) this Agreement is valid, binding and enforceable in accordance with its terms.

14.2 The Exhibitor warrants, represents and undertakes, from the date of this Agreement and at all times, that:

- (a) the Exhibitor properly informed itself as to the suitability of the Exhibition and the Venue and not relied upon any representation or advice of the Organiser, its employees or agents;
- (b) the Exhibitor will procure that the Exhibitor's personnel, agents, contractors and patrons comply with all applicable laws, directions of the Organiser, and observe all guidelines, plans, procedures and rules which are supplied to the Exhibitor concerning the participation in the Exhibition and attendance at the Venue;
- (c) the Exhibitor will notify all the Exhibitor's personnel, agents and contractors of the terms of this Agreement;
- (d) the Exhibitor will immediately notify the Organiser of any circumstances likely to cause risk, harm or loss to any person or property at the Exhibition and within the Venue; and
- (e) the Exhibitor and the Exhibitor's personnel, agents and contractors will not be involved in any conduct or activity which may or will harm, damage or diminish the reputation of the Organiser, the Venue and their affiliates in any way.

14.3 Each Party acknowledges that the other Party has entered into this Agreement in reliance on the warranties, representations and undertakings it has provided in this Agreement.

14.4 The Organiser does not warrant, guarantee, or make any representations to the Exhibitor in relation to:

- (a) the number of visitors to the Exhibition, including any difference between the estimated and actual number of visitors to the Exhibition;
- (b) the number or identity of exhibitors or sponsors at the Exhibition, including any difference between the estimated and actual number of exhibitors or sponsors or the identity of exhibitors or sponsors at the Exhibition;
- (c) the timeliness or quality of services that are the responsibility of the Venue and its contractors and suppliers in respect of the Exhibition, including any failure or deficiency in the provision of those services; and
- (d) the timing or appearance of any seminar or speaker program that is scheduled to run in conjunction with the Exhibition, including any postponement, cancellation, or relocation of such seminar or speaker,

and to the maximum extent permitted by law, including the ACL, expressly disclaims any and all liability in respect of such matters.

14.5 For the avoidance of doubt, to the extent permitted by applicable laws, all warranties, conditions or representations expressed or implied with respect to the fitness, quality or state of repair of the Venue are excluded, and the Organiser assumes no liability in this respect whether under contract, tort or otherwise.

15 FORCE MAJEURE AND COVID-19

15.1 Neither Party shall incur any liability to the other Party:

- (a) for any delay or failure to perform its obligations under this Agreement (other than its obligations to pay and its obligations under this clause 15) if such delay is due to a Force Majeure Event promptly notified by the Party affected by the Force Majeure Event to the other Party in writing ("Force Majeure Notice"); or
- (b) for any losses or damages of any nature whatsoever incurred or suffered by that other Party in the event the Exhibition is cancelled in whole or in part if and to the extent that such cancellation is caused by occurrence of a Force Majeure Event, and the Parties hereto shall discuss and determine appropriate measures for addressing and mitigating such Force Majeure Event.

15.2 If a Party is delayed from performing its obligations by reason of a Force Majeure Event, as soon as reasonably practicable after the Force Majeure

Event ends or abates to the extent where the Party affected by the Force Majeure Event may reasonably recommence the performance of its obligations, the Party who gave the Force Majeure Notice must give the other party a written notice specifying the end of the Force Majeure Event. The Force Majeure Event is taken to have ended 5 Business Days after the date of the receipt of the notice referred to in this clause 15.2 or a duration otherwise agreed in writing between the Parties.

15.3 The Organiser will not be in default under this Agreement or liable for any loss suffered by the Exhibitor due directly or indirectly to any delay, postponement, re-scheduling failure or interruption resulting directly or indirectly from COVID-19 lockdowns, restrictions, or any other State or Federal Government order or direction in relation to COVID-19, and the Organiser shall contact you to discuss potential alternatives, including applying fees paid under this Agreement to future events. In certain circumstances, including where the Organiser has incurred costs and expenses in connection with the Exhibition, the Organiser may be entitled to retain some or all moneys paid by the Exhibitor under this Agreement, subject always to the extent permitted by law.

16 AUSTRALIAN CONSUMER LAWS

16.1 The ACL provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services. 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.

16.2 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;
- (d) the payment of the cost of having the goods repaired.

17 GENERAL

17.1 This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement but may be amended by agreement in writing of the Parties.

17.2 The Exhibitor agrees that nothing in this document shall constitute a lease, sub-lease or other form of tenancy, and none of the contractual rights and benefits granted to the Exhibitor by the Organiser shall be capable of assignment and that the Exhibitor will not without the written consent of the Organiser allow any other person to occupy any part of the space taken by the Exhibitor pursuant to this Agreement.

17.3 If the Exhibitor consists of more than one person, then their liability under this Agreement will be a joint liability of all of them and the liability of each of party severally.

17.4 No statement or representation about the Exhibition or otherwise concerning the subject matter of this Agreement may be relied upon by the Exhibitor unless expressly set out in these terms and conditions this Agreement.

17.5 The Exhibitor is granted the right to use the space allocated at the Exhibition by way of a license

17.6 If any provision of this Agreement is held void, invalid, unenforceable or illegal for any reason, that provision will be deleted and the remaining provisions will remain in full force.

17.7 The Exhibitor must not assign any rights or obligations under this Agreement.

17.8 This Agreement will be governed by and construed with reference to the laws of Victoria and the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of that State.

17.9 Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

17.10 A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

17.11 This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute the same instrument. Without limitation, this Agreement may be made effective by email exchanges evidencing each Party's execution of this Agreement.

17.12 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.