|  |
| --- |
| Please ensure this form is completed and submitted within four weeks prior to event start date. This agreement and application is between Capricorn Helicopter Rescue Service Pty Ltd ABN 350 717 282 95 and Exhibitor applying.Please don’t hesitate to contact michael@cqmegaexpo.com.au for any queries. |
| **EVENT** | **CQ Mega Lifestyle Expo** |
| **VENUE** | **Callaghan Park, Reaney Street, North Rockhampton** |
| **DATES** |  **26th May – 28th May 2017** |
| **EXHIBITOR DETAILS** |
| **Company Name** |
| **Contact Name** |
|  **ABN** |
| **Address** |
| **Post Code** |
| **Email Address** |
| **Phone Number** |
| **PRODUCT DESCRIPTION** |
| Provide a description of the type of products/equipment to be displayed: |
|  |
|  |
| **Site Number/s** |
|  |
| **POWER SUPPLY REQUEST** |
| **Do you need power supply?** | **Y****N** |
| **What AMP?** | 10amp single power outlet 15amp single power outlet at a cost of $95at a cost of $175 |
| **Please list all electrical items you are bringing:** |
|  |
|  |
| (please include wattage and quantity)Some electrical items may not be permitted or may be prohibited and all electrical items will need current test and tagging. Capricorn Helicopter Rescue Service LTD will confirm power availability and invoice payment to guarantee power will be supplied (if applicable). |

|  |
| --- |
| **RISK ASSESSMENT** |
| You are responsible for ensuring the safety of the public, your staff and visitors that they are not exposed to hazards on your site. Capricorn Helicopter Rescue Service LTD reserves the right to inspect your site at any time during the course of an event to ensure that you have complied with regulations. Please indicate below any potential health, safety and risks associated with your site and display. If you have none, simply indicate “not applicable”. |
| **Fire Hazards** |
| List any items or practices which may cause or exacerbate fire, risks and hazards. All gas bottles and any flammable substances should be included here. |
| **Please confirm if your site will have fire hazards** | **Y N** |
| **If Yes, please list risk details** |
|  |
|  |
| **Trips, Slips & Falls** |
| **Please confirm if your site will have trips, slips & fall hazards** | **Y N** |
| **If Yes, please list risk details** |
|  |
|  |
| **Equipment, Plant and Machinery** |
| List any items or practices which may cause or exacerbate the risks or hazards including stationary and mobile equipment and any dangerous components that you may have, including sharp objects. |
| **Do you have any Equipment, Plant and Machinery Hazards** | **Y N** |
| **If Yes, please list risk details** |
|  |
|  |
| **Dangerous Goods, Hazardous Substances and Chemicals** |
| Please list any items or practices which may cause or exacerbate the risk or hazard. |
| **Is there any other Hazards to be identified?** | **Y N** |
| **If Yes, please list risk details**  |
| If there are any further details you wish to add that you feel are relevant to your site please list below: |
| **Additional Details** |
|  |
|  |
| **TERMS AND CONDITIONS** |
| By signing this Application the Exhibitor acknowledges they have read and understood the Terms and Conditions attached hereto. Further, the Exhibitor certifies the above information is an accurate assessment of the risks and hazards and they will undertake to address the risks and hazards. It is the Exhibitors responsibility to provide a valid copy of their Certificate of Currency for Public Liability to Capricorn Helicopter Rescue Service LTD at least 14 days prior to the event**Signature:** |
| **Name:** |
| **Date:** |
| **In the presence of:** |

#

# BETWEEN: CAPRICORN HELICOPTER RESCUE SERVICE LTD ABN 35 071 728 295

AND: The entity named in the Exhibitor Details on the Exhibitor Application

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **RECIT**1. | **ALS** | (c) | a reference to a clause, |  | (n) headings are for ease of |  | considers to be offensive, or |
|  |  | paragraph, schedule or |  | reference only and do not |  | an annoyance, nuisance or |
| The Organiser will conduct the |  | annexure is to a clause or |  | affect interpretation. |  | disturbance. |
| Event at the Venue and holds a right to access, use and occupy all |  | paragraph of, or schedule or annexure to, this | **2.** | **Occupation of Exhibitor Site** | (j) | Not store any items outside the Exhibitor Site without the |
| 2. | facilities at the Venue for these purposes.The Exhibitor wishes to occupy and use the Exhibitor Site at the Event. |  | Agreement, and a reference to this Agreement includes any schedule or annexure; |  | 2.1 Subject to the terms and conditionsof this Agreement, the Organiser grants to the Exhibitor the right to occupy and to use the Exhibitor Site | (k) | prior consent of the Organiser. Not hold or allow to be held a sale by auction, lottery, raffle, guessing competition, prize |

3. The Organiser has agreed to permit the Exhibitor to occupy and use the Exhibitor Site for the Term in accordance with the provisions of this Agreement.

## IT IS AGREED as follows:

1. Definitions and Interpretation
	1. Definitions

In this Agreement the following definitions apply unless the context requires otherwise:

**Agreement** means this agreement and includes any annexures and schedules and includes the Exhibitor Application.

**Business Day** means a weekday on which banks are open in Rockhampton.

**Event** means the Event named in the Exhibitor Application.

**Event Dates** means the dates on which the Event is conducted, including any extended or postponed dates.

**Exhibitor** means the person or entity named in the Exhibitor Application, where the context permits includes the Exhibitor’s employees, agents, contractors and assigns.

**Exhibitor Application** means the Exhibitor Application form completed and signed by the Exhibitor and submitted to the Organiser.

**Exhibitor’s Property** means any property brought onto the Exhibitor Site by the Exhibitor or its employees, agents, contractors and assigns, including the Exhibitors fixtures, fittings, signs, equipment and goods.

**Exhibitor Site** means the site or sites designated by the Organiser for the Exhibitor’s use during the Event, subject to the Organiser’s rights to relocate under Clause 4.3. **GST** has the meaning given under the GST Act.

**GST Act** means *A New Tax System (Goods & Services Tax) Act 1999 (Cth) (as amended)*

**Site Fee** means the amount payable by the Exhibitor for the Exhibitor Site. Indicative Site Fees are set out in Schedule 1 and are subject to change. The Organiser will confirm the Site Fee on acceptance of the Exhibitor Application.

**Organiser** means Capricorn Helicopter Rescue Service Ltd ABN 35 071 728 295 **Permitted Use** means the permitted use granted by the Organiser to the Exhibitor on acceptance of the Exhibitor Application.

**Term** means the Event Dates, inclusive.

**Venue** means the venue named in the Exhibitor Application

* 1. Interpretation

In this Agreement, except where the context otherwise requires:

* + 1. the singular includes the plural and vice versa, and a gender includes other genders;
		2. another grammatical form of a defined word or expression has a corresponding meaning;

a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

1. a reference to A$, $A, dollar or $ is to Australian currency;
2. a reference to time is to Rockhampton, Australia time;
3. a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party’s executors, administrators, successors and permitted assigns and substitutes;
4. a reference to a person includes a natural person, partnership, body

corporate, association, governmental or local authority or agency or other entity;

1. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re

enactments or

replacements of any of them;

1. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
2. any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
3. any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
4. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
5. if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

for the Permitted Use during the Term. The occupation of the Exhibitor Site does not amount to a tenancy.

## Exhibitor Rights and Responsibilities

* 1. The Exhibitor is only permitted to conduct the Permitted Use from the Exhibitor Site.
	2. The Exhibitor will participate in the Event conducted by the Organiser and agrees:
		1. To comply at all times with all reasonable directions, regulations or requirements of the Organiser, its representatives, employees or agents;
		2. To comply at all times with the provisions of applicable food safety legislation, occupational health and safety legislation, standards and codes of practice. Further, to comply at all times with all laws as they apply to the Venue, the Event and the Exhibitor’s business. To provide the Organiser with a copy of the Exhibitor’s Work Health and Safety risk assessment and control measures before the Event.
		3. To demonstrate the Exhibitor holds appropriate licenses and permits to operate the Exhibitor’s business and that such business is ordinarily operated from correctly approved premises.
		4. To comply with and abide by the rules and regulations regarding fire safety and emergency procedures as directed by the Venue and the Organiser.
		5. To immediately pass to the Organiser all notices, orders or directions issued by an authority which affect or relate to the Venue, the Event or to any exhibits at the Event regardless of whether the notice, order or direction is addressed by or requires compliance by either of the Exhibitor, the Organiser or any other person.
		6. Not promote, distribute and/or offer for sample or sale any goods or services outside of the Exhibitor Site without the consent of the organiser.
		7. Not do or omit to do anything that may in any way endanger the Event, the Venue or any person, equipment or goods whether belonging to the Exhibitor or someone else) within the Venue.
		8. Not do or omit to do anything that is or may reasonably be deemed to be an annoyance, nuisance or disturbance to the Organiser, other exhibitors in the Venue, people who use the Venue or the owners or occupants of neighbouring properties.
		9. Not to use any amplifier, loud- speaker or similar within or outside the Exhibitor Site without the prior written consent of the Organiser. If consent is given the Organiser reserves the right to immediately revoke the consent and stop any noise being emitted from the Exhibitor Site which the Organiser reasonably

draw, giveaway, game of chance or sideshow without the required permits and the consent of the Organiser.

1. To ensure that the Exhibitor Site is staffed at all times during the opening hours of the Event as designated by the Organiser.
2. To ensure all staff display appropriate identification at all times.
3. To ensure that all staff behave in a quiet, orderly and respectable manner and be properly attired in company attire or neat casual clothing.
4. Not to interfere with the presentation of other exhibits or impede access to them by Event visitors.
5. Not to connect or otherwise interfere with the electrical, gas, water or other fittings at the Venue without the consent of the Organiser. Any connection will be at the expense of the Exhibitor.
6. All electrical items brought to an Event MUST HAVE valid electrical certiﬁcation tags on them, including extension leads and power boards. Exhibitors who have ordered power and require more than one power outlet, must bring their own additional power leads and power boards.
	1. The Exhibitor’s rights
		1. are contractual;
		2. are personal to the Exhibitor and the Exhibitor cannot assign, sublet or share the Exhibitor Site with another business or person without first obtaining approval from the Organiser.
		3. Are not exclusive and do not give the Exhibitor rights to exclusive possession of the Exhibitor Site. The Organiser does not guarantee exclusivity of products and services and does not guarantee similar products or services will not be located in the vicinity of the Exhibitor Space or at the Event.

## Organiser Rights and Responsibilities

* 1. The Organiser will organise and conduct the Event. The management and conduct of the Event will be under the control of the Organiser and the Organiser’s decision shall be final and binding on the Exhibitor.
	2. The Organiser has the right to cancel or postpone the Event due to circumstances beyond the Organiser’s control.
	3. The Organiser may move, remove or add an Exhibitor Site without notice to the Exhibitor and the final determination on the location and size of the Exhibitor Site is at the discretion of the Organiser.
	4. The Organiser does not guarantee Event visitor numbers or foot traffic passing the Exhibitor Site. The Organiser may alter or change the traffic flow and access to and from the Venue, the Event or the Exhibitor Site at any time at the discretion of the Organiser.
	5. The Organiser may at any times access and inspect the Exhibitor Site and may direct the Exhibitor to remove any items the Organiser does not deem appropriate for the Event.
	6. The Organiser reserves the right to refuse any person admission to the Event without assigning any reason including the Exhibitor, their employees, contractors or agents. It is the responsibility of the

Exhibitor to ensure that passes are not misused.

## Signage, Displays and Exhibit

* 1. The Exhibitor must maximize the appearance of the Exhibitor Site and must ensure the Exhibitor Site is keeping with the standard of the Event.
	2. The Exhibitor must not erect or affix any signs, advertising, displays or exhibits to any structure at the Venue without obtaining the consent of the Organiser.
	3. The Exhibitor shall not erect any signs, advertising, displays or exhibits which obstruct another exhibit.
	4. The Exhibitor must obtain consent from the Organiser to erect any signs, advertising, displays or exhibits outside of the Exhibitor Site.
	5. The Organiser reserves the right to have any signs, advertising, displays or exhibits which the Organiser in their sole discretion deems inappropriate, offensive or not in keeping with the standard of the Event removed.

## Erection and Removal of Exhibits

* 1. The Exhibitor undertakes to have the Exhibitor Site ready, with all products, signs, advertising, displays and exhibits available for display and completed by the time specified by the Organiser preceding the commencement of the Event.
	2. The Exhibitor must remove all of the Exhibitor’s Property and all other material in the Exhibitor Site at the completion of the Event.
	3. The Exhibitor must bring the Exhibitor Site back to the condition to which the Exhibitor Site was at the commencement of the Event and the Exhibitor must make good any damage caused by the Exhibitor to the Exhibitor Site or elsewhere at the Venue.
	4. If the Exhibitor fails to restore the Exhibitor Site or make good any damage caused by the Exhibitor, whether in the Exhibitor Site or elsewhere at the Venue, then the Organiser may do so at the expense of the Exhibitor and the Exhibitor will be charged additional fees for repairs, cleaning and reinstatement of the Exhibitor Space or other damage.
	5. Subject always to the availability and conditions of the Venue and at the discretion of the Organiser, the Organiser may permit the Exhibitor to access to the Venue and the Exhibitor Site prior to the Event to erect and remove the exhibit.

## Cleaning

* 1. The Exhibitor Site must be kept clean and tidy by the Exhibitor at all times during the Event.
	2. The Exhibitor must store all waste in proper receptacles and make sure it is removed regularly and at a minimum daily from the Exhibitor Site and placed in the receptacles provided at the Venue.
	3. The Exhibit must leave the Exhibitor Space in a clean and tidy state at the conclusion of the Event.

## Insurance

* 1. The Exhibitor must take out and maintain appropriate insurance cover for the Exhibitor’s Property to its full replacement value. The Exhibitor acknowledges and agrees that the Exhibitor’s Property, including all products, signs, advertising and display materials and any vehicles remain the property of the Exhibitor and the Exhibitor is solely liable for same.
	2. The Exhibitor must take out and maintain public liability insurance with cover of at least

$20,000,000.00 for the period of the Event.

* 1. The Exhibitor must provide a copy of the Certificate of Currency of the

insurance to the Organiser at least forty-eight (48) hours prior to the Event.

* 1. If the Exhibitor fails to provide a Certificate of Currency the Organiser may take out and maintain the above insurances at the expense of the Organiser. The Exhibitor must reimburse the Organiser the cost of any insurance cover and the Organiser may recover the amount as a liquidated debt

## Risk

* 1. The Exhibitor acknowledges it accesses the Venue and uses the Exhibitor Space at the Exhibitor’s own risk.

## Release and Indemnity

* 1. The Exhibitor releases the Organiser against all claims against the Organiser for breach of warranty, copyright, third-party intellectual property rights or any other liability that the Organiser may otherwise be exposed to relating to information or images about a product or service provided by the Exhibitor.
	2. The Exhibitor indemnifies the Organiser with respect to any loss or damage as a result of a breach of warranties, claims associated with a display or demonstration of products and selling goods or services that misrepresent or infringe upon copyright or intellectual property rights which arise as a result of the Exhibitor’s acts or omissions.
	3. The Exhibitor releases the Organiser from all demands, actions, claims, liabilities, loss, damage, cost or expense for or resulting from:
		1. The cancellation by the Organiser of all or any part of the Event or the postponement of the Event;
		2. The exercise of any of the Organiser’s rights provided for under this Agreement;
		3. Any loss of or damage to the Exhibitor’s Property or to the property of a third party regardless of how the loss or damage was caused or the theft of the Exhibitor’s Property;
		4. Any loss suffered by the Exhibitor as a result of the Exhibitor occupying and using the Exhibitor Site;
		5. The death of or injury to any person occupying, being present in or in proximity to, or using the Exhibitor Site, except to the extent caused by the Organiser.
	4. The Exhibitor indemnifies the Organiser against all demands, actions, claims, liabilities, loss, cost and expense that may be incurred or sustained by the Organiser as a result of any act, matter or thing done, permitted or omitted to be done by the Exhibitor pursuant to or in connection with this Agreement including, but not limited to:
		1. The Exhibitor’s use or misuse of the Exhibitor Site or any act done or omitted to be done by or on behalf of the Exhibitor in connection with the Exhibitor Site, the Venue or the Event;
		2. The Exhibitor’s sale or supply of products.
		3. Any death, injury, loss or damage from any cause occurring within the Exhibitor Site or caused by or contributed to by the Exhibitor or their use of the Exhibitor Site.
	5. The indemnities provided in this clause survive the termination of this Agreement.

## Charges and Payments

* 1. In consideration for the right to occupy the Exhibitor Site, the Exhibitor must pay the Site Fee to the Organiser.
	2. The Exhibitor must pay the Site Fee by two (2) instalments:
		1. Fifty (50%) percent of the Site Fee is payable within seven

(7) days of acceptance of Exhibitor Application (Instalment 1); and

* + 1. The remaining fifty (50%) percent of the Site Fee on or before fourteen (14) days prior to the commencement of the Event (Instalment 2).
	1. Instalment 1 is non refundable.
	2. In the event the Exhibitor cancels this Agreement within fourteen (14) days of the commencement of the Event or fails to attend the Event Instalment 2 will be forfeited to the Organiser.
	3. If the Exhibitor fails to pay the Site Fee by the dates set out in Clause

11.2 the Organiser may cancel the Exhibitor booking and assign the Exhibitor Site to another exhibitor without further notice to the Exhibitor.

* 1. If the Exhibitor has not paid the Site Fee the Organiser, in addition to any other rights expressed in this Agreement or at law, may not permit the Exhibitor to enter or set up at the Venue.

## Set-Off

* 1. The Exhibitor must make all payments under this Agreement without deduction or set-off.

## Interest

* 1. If the Exhibitor fails to make a payment due under this Agreement the Organisor may charge interest on the unpaid amount accrued daily from the time it fell due until the amount is paid in full at the interest rate of 10% per annum.

## Ending the Agreement

* 1. Termination by Organiser

The Organiser may terminate this Agreement immediately by notice to the Exhibitor if:

* + 1. The Exhibitor fails to pay the Site Fee by the due dates;
		2. The Exhibitor becomes insolvent;
		3. The Exhibitor causes a serious breach of this Agreement, including:
			1. Endangering or harming the safety of any persons at the Venue;
			2. Endangering or causing damage to any property at the Venue;
			3. Involves the commission of a criminal offence;
			4. Is calculated or intended to cause disruption to the Event or bring the Event or the Organiser into disrepute.
		4. The Exhibitor breaches any other provision of this Agreement and does not remedy the breach within twenty-four (24) hours of receiving notice to remedy breach
	1. Termination by Exhibitor

The Exhibitor may terminate this Agreement by providing written notice to the Organiser at least thirty (30) days prior to the commencement of the Event.

* 1. Organiser Rights on Termination
		1. If an Event is cancelled by the Organiser, without default by the Exhibitor, then the Organiser will refund Instalment 1 and 2 (if paid) to the Exhibitor.
		2. If an Event is postponed by the Organiser then any payments made by the Exhibitor to the Organiser will be transferred to the re- scheduled Event.
		3. If this Agreement is terminated by the Organiser under Clause 14.1, the Organiser
			1. May recover damages from the Exhibitor for any

loss suffered because of the Exhibitor’s breach including legal expenses.

* + - 1. May recovery the full Site Fee from the Exhibitor as a liquidated debt.
			2. Is not liable to the Exhibitor for any loss suffered by the Exhibitor by reason of the termination and shall not be liable to refund any money received from the Exhibitor.
	1. In the event this agreement is terminated during the Event the Exhibitor must immediately vacate the Exhibitor Site and remove all of the Exhibitor’s Property. In doing so the Exhibitor must cause minimal disruption to the Event. The Organiser reserves the right in its discretion to take whatever steps it deems necessary to remove the Exhibitor from the Exhibitor Site and the Venue, at the Exhibitor’s cost.

## General

* 1. GST

The parties acknowledge that, unless expressed otherwise in this Agreement, all amounts payable under this Agreement are expressed exclusive of GST.

* 1. Alterations

This Agreement may be altered only in writing signed by each party

* 1. Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

* 1. Survival

Any term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

* 1. Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one agreement.

* 1. No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

* 1. Entire Agreement

This Agreement constitutes the entire agreement between the parties.

* 1. Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force so as to give effect to the intentions of the parties.

* 1. Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

* 1. Relationship

Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

* 1. Governing law and jurisdiction This Agreement is governed by the law of Queensland, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia.
1. **Advertiser’s Rights and Responsibilities**
	1. Advertisers forwarding promotional material to the Organiser, including product and promotional images, press releases and product information, or give verbal approval to download images, agree to allow the Organiser the right to use the supplied information within an Event promotion, all advertisements, commercials and online.
	2. When providing promotional material for use by the Organiser the Advertiser warrants that:
2. it is owned by the Advertiser or the Advertiser has the rights to use and publish such promotional material;
3. the Organiser has the rights to use and publish such promotional material provided by the Advertiser;
4. it does not breach the law or other's rights to the use of the promotional material.
	1. The Advertiser agrees to pay the rates stipulated for the advertising by the Organiser and will pay all debts due and owing by the due date in full in Australian dollars.
	2. All promotional material provided by the Advertiser must be forwarded to the Organiser by the advertising deadlines advised in Event publications and set out in the Event Information contained in these terms and conditions.
	3. If promotional material is not received by the advertising deadlines notiﬁed to the Advertiser, the Organiser can:
5. consider the advertising cancelled and a cancellation fee will be applied against the Advertiser; or
6. reserve the right to include a basic advertisement or listing relating to an Advertiser.
	1. The Advertiser agrees to indemnify the Organiser with respect to loss, damage or claims as a result of a breach of contract, claims associated with advertising a display or demonstration of products and selling goods or services that misrepresent or infringe upon intellectual property rights that may arise as a result of any act of the Advertiser and/or default or omission on the part of the Advertiser.
	2. The Advertiser acknowledges that compulsory advertising charges for advertising within Event publications prepared by the Organiser are not negotiable and non-refundable. All fees relating to advertising within Event publications must be paid in full by the booking deadline notiﬁed to the Advertiser for acceptance of advertising within Event publications.
	3. The Advertiser acknowledges and agrees that the Organiser has the right to edit or refuse a listing within Event publications for an Event, without notice, in order that a better ﬁt or format can be achieved for Event publications.
	4. The Advertiser accepts that the Organiser takes no responsibility for errors or omissions relating to advertising created on behalf of the Advertiser.
	5. Promotional material provided by the Advertiser must meet with the Organiser's requirements and, if not, the Advertiser must re-supply the material in the form required by the Organiser or agrees to accept the costs of production that will be incurred in order to create the promotional material in a form acceptable to the Organiser.

**17. Sponsor's Rights and Responsibilities**

EVENT INFORMATION

CQ Mega Lifestyle Expo

Full Payment Due Date: 12th May 2017

Compulsory Risk Assessment Form Due Date: 28th April 2017

Public Liability Certificate of Currency Due Date: 12th May 2017

* 1. The Sponsor agrees to satisfy the sponsorship payment, in Australian dollars, by the due date set out in the Tax Invoice provided to the Sponsor for such sponsorship.
	2. The Sponsor enters into the sponsorship agreement with the full knowledge and understanding of the beneﬁts associated within the provision of such sponsorship.
	3. The Sponsor acknowledges that the Organiser will carry out all sponsorship activities as outlined in the agreement between the Sponsor and the Organiser to the best ability of the Organiser.
	4. The Sponsor authorises and consents to the Organiser using trademarks, service marks, symbols and logos in the promotion of the Sponsor within the sponsorship agreement by:
1. granting the use of trademarks and other identiﬁcation of the Sponsor for the sole purpose of performing the obligations under the sponsorship agreement; and
2. the right to use the trademarks and other identiﬁcation of the Sponsor to uses exclusively related to the sponsorship agreement.
	1. The Sponsor is required to notify the Organiser of any restrictions upon which the use of the Sponsor's trademarks or other identiﬁcation can be made by the Organiser.
	2. The Sponsor agrees to indemnify the Organiser with respect to loss, damage or claims as a result of a breach of contract, claims associated with a display or demonstration of products and selling goods or services that misrepresent or infringe upon intellectual property rights that may arise as a result of any act of the Sponsor and/or default or omission on the part of the Sponsor.
3. **Privacy Policy**
	1. The Organiser is committed to the Privacy Amendment (Private Sector) Act 2000.
	2. All personal information collected from Exhibitors, Advertisers and Sponsors is done so in a lawful manner.
	3. The Organiser will only disclose certain information to third parties assisting the Organiser with Events, advertising or sponsorships on behalf of the Exhibitor, Advertiser or Sponsor.