



## **SPONSORSHIP AGREEMENT**

**Associated Advertising & Promotions Pty Ltd  
(ABN 13 085 798 750)**

**(as agent for and on behalf of the Host)**

**and**

**The Sponsor identified in the Schedule**

## PARTIES:

**ASSOCIATED ADVERTISING & PROMOTIONS PTY LTD** (ABN 13 085 798 750) of Suite 16, first floor, 24 Cavenagh Street Darwin ("**AAP Events**", "**We**", "**Us**"), as agent for and on behalf of the Host

and

**THE SPONSOR IDENTIFIED IN THE SCHEDULE**" ("**Sponsor**")

## BACKGROUND:

The Sponsor wishes to sponsor the Event by providing the Sponsorship Contribution in return for the Sponsorship Benefits, on the terms and conditions contained in this Agreement.

## OPERATIVE PROVISIONS:

### 1 INTERPRETATION

#### 1.1 Definitions

Expression	Meaning
<b>Agreement</b>	This document, as amended by written agreement from time to time.
<b>Cancellation Deadline</b>	5 pm on the date specified in the Sponsorship Prospectus, being the last date/time on which the Sponsor may cancel the sponsorship and receive a partial refund as provided in clause 10.
<b>Confidential Information</b>	Information pertaining to the subject matter of this Agreement, the Sponsorship Contribution and the Sponsorship Benefits, a party's employees, agents and contractors, a party's customers or suppliers, a party's finances, business and marketing plans, transactions and activities, a party's products and/or services and a party's Intellectual Property. The expression includes information no matter how or when it is received and whether the information is marked or labelled "confidential", "secret" or otherwise.

<b>Event</b>	The conference or event, if any, identified in the Sponsorship Application.
<b>GST</b>	The tax imposed or assessed by the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth), as amended from time to time and associated legislation.
<b>Host</b>	The person, company or organisation that has engaged Us to provide Event-Management Services in connection with the Event, identified in the Sponsorship Application and in the Schedule to this Agreement.
<b>Insolvency Event</b>	Any form of administration in insolvency including bankruptcy, liquidation, receivership or voluntary administration, compromise with creditors, ceasing to trade or being unable to pay debts as they fall due.
<b>Intellectual Property</b>	All forms of intellectual property throughout the world including patents, petty patents, innovation patents, patentable inventions, know-how, trade marks (whether registered or unregistered), copyright, registered and registrable designs, circuit layout rights, plant variety rights, applications for registration of any of the foregoing and rights to apply for registration of any of the foregoing, and whether existing under statute or common law or otherwise.
<b>Relevant Persons</b>	All officers, employees, agents, contractors and guests of the Sponsor.
<b>Sponsorship Application</b>	The application to become a sponsor of the Event submitted to Us, of which this Agreement forms Annexure "A".
<b>Sponsorship Benefits</b>	The services and benefits to be provided to the Sponsor in exchange for the Sponsorship Contribution under this Agreement, specified in the Sponsorship Prospectus.
<b>Sponsorship Contribution</b>	The sum(s) of money or contribution in-kind that the Sponsor must pay/provide under this Agreement, as specified in the Sponsorship Prospectus.
<b>Sponsorship Prospectus</b>	The document seeking sponsorship for the Event, in response to which the Sponsor has submitted the Sponsorship Application.
<b>Venue Rules</b>	Rules issued by the operator of the Event venue as to the conduct and dress of persons within the venue, the form, content, construction and placement of promotional materials within the venue, access and egress, the use of venue facilities and equipment and any other matter relevant to the

	sponsorship.
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## 1.2 Interpretation

The following rules apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply:

- (a) A reference to:
  - (i) a party to this Agreement or to any other document or agreement includes a successor, permitted substitute or a permitted assign of that party;
  - (ii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
  - (iii) conduct includes any omission, representation, statement or undertaking, whether or not in writing;
  - (iv) anything (including a right, obligation or concept) includes each part of it; and
  - (v) except as otherwise provided, a reference to a period of time (including without limitation, a year, a month and a day) is to a calendar period;
- (b) A singular word includes the plural, and vice versa;
- (c) A word which suggests one gender includes any gender;
- (d) If a word is defined, another part of speech has a corresponding meaning;
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (f) Specifying anything in this document after the words including or includes or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (g) A reference to dollars or \$ is to an amount in Australian currency unless otherwise specified;
- (h) Interpretation of any covenant clause or word mentioned herein shall not be restricted by reference to any other covenant clause or word mentioned herein or by the juxtaposition of the same; and
- (i) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and no discussion or correspondence referring to that subject matter shall be binding unless incorporated in this document.

## **2 CAPACITY**

### **2.1 We are an agent for the Host**

The Sponsor acknowledges and agrees that We enter into this Agreement in Our capacity as agent for and on behalf of the Host. All of Our obligations, rights and remedies under this Agreement are obligations, rights and remedies of the Host. To the extent that this Agreement confers a benefit (including but not limited to any limitation of liability), right or remedy on the Host, it is intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy.

### **2.2 Relevant Persons**

The Sponsor acknowledges and agrees that it enters into this Agreement for itself and as duly authorised agent for all Relevant Persons. In addition, the Sponsor must ensure that all Relevant Persons comply with this Agreement in all respects.

## **3 SPONSORSHIP PROSPECTUS AND SPONSORSHIP APPLICATION**

### **3.1 This Agreement applies if We accept the Sponsorship Application**

This Agreement applies if, and commences when, We accept the Sponsorship Application. We may reject the Sponsorship Application for any reason We deem fit, including that any limit on the number of Sponsors of a particular classification or level has been reached.

### **3.2 Sponsor's acknowledgement and warranty re Sponsorship Prospectus and Sponsorship Application**

The Sponsor agrees, acknowledges and warrants that:

- (a) the Sponsor has received and read the Sponsorship Prospectus thoroughly;
- (b) the information provided in the Sponsorship Application is true and correct in all respects;
- (c) the Sponsor is not aware of any fact or circumstance, whether actual or potential, that would cause the Sponsor to breach any of the provisions of this Agreement, or that may entitle Us to terminate it, including but not limited to termination for breach of clause 15.3 (Termination for Disrepute); and
- (d) We may reject the Sponsorship Application for any reason We deem fit.

## **4 SPONSORSHIP CONTRIBUTION**

### **4.1 Provision of the Sponsorship Contribution**

The Sponsor must provide the Sponsorship Contribution:

- (a) in the sum(s) of money and/or contributions in-kind;

- (b) by the dates and times or subject to completion of the milestones or prerequisites, if any, specified in the Sponsorship Prospectus and in all cases, where the Sponsorship Contribution is money:
    - (i) within 14 days of the date of a tax invoice submitted by the Host or Us to the Sponsor; or
    - (ii) before the commencement of the Event,whichever is earlier;
  - (c) in compliance with all applicable laws, industry standards and guidelines; and
  - (d) in the manner,
- specified in the Sponsorship Prospectus.

#### **4.2 Sponsorship Contribution in-kind**

If the Sponsorship Contribution consists in whole or in part of the supply of goods or services ("in-kind"), the Sponsor must ensure that:

- (a) all goods supplied are new, fit for the purpose for which they are supplied to Us, the Host, Event attendees, participants or other third-parties, as the case may be, and are of acceptable and merchantable quality and must match in type and quality any samples provided by the Sponsor;
- (b) all services supplied are of acceptable quality, are supplied diligently, promptly and with reasonable care and are of such quality as befits the Event; and
- (c) all goods and services supplied comply with all applicable laws, industry codes and guidelines.

#### **4.3 Sponsorship not exclusive to the Sponsor**

Except as expressly specified to the contrary in the Sponsorship Prospectus, neither this Agreement nor the sponsorship are exclusive to the Sponsor in any respect. We may engage other sponsors, exhibitors and advertisers for the Event, including sponsors, exhibitors and advertisers whose products or services may compete with those of the Sponsor.

### **5 SPONSORSHIP BENEFITS**

#### **5.1 Provision of the Sponsorship Benefits**

Subject to the Sponsor's compliance with this Agreement, and subject to the completion of any milestones or prerequisites as provided in the Sponsorship Prospectus, the Sponsor is entitled to the Sponsorship Benefits specified in the Sponsorship Prospectus, commensurate with the classification, level or type of sponsorship package selected in the Sponsorship

Application.

## **5.2 Sponsorship Benefits subject to Venue Rules**

The Sponsor acknowledges and agrees that:

- (a) the Sponsor must at all times comply with the Venue Rules and that provision of the Sponsorship Benefits is subject to the Venue Rules. If We ascertain that any Sponsorship Benefit cannot be provided because of, or are inconsistent with, the Venue Rules, We will consult with the Sponsor and make reasonable endeavours to agree on a "work-around"; and
- (b) the operator of each venue has the right, if the Sponsor does not comply with the Venue Rules, to eject the Sponsor, its employees and contractors from the venue and the Sponsor must comply with (and ensure that its employees and contractors comply with) any directions of a venue operator as regards the Sponsor's/their presence at the relevant venue.

## **6 NO WARRANTY AS TO SUCCESS OF EVENT**

### **6.1 No warranty re success of the Event**

The Sponsor acknowledges and agrees that neither We nor the Host makes or has made any binding warranty, promise, representation or prediction concerning:

- (a) the number and types of the businesses, products or services that will sponsor the Event or promote their products or services at the Event;
- (b) the number of persons who shall attend the Event, their seniority or status, or the nature of the businesses they may represent; and/or
- (c) the number or value of sales or sales leads that the Sponsor may obtain as a result of the sponsorship.

Any predictions We or the Host may make or have made concerning the Event, its likely attendance, or information or statistics that We or the Host may provide or have provided concerning previous events, are/were provided in good faith, but they are not binding upon Us. The Sponsor acknowledges and agrees that it has not relied and will not rely on such predictions, statistics or information to determine whether to enter into this Agreement.

### **6.2 No warranty that the Event will proceed without variation or cancellation**

The Sponsor acknowledges and agrees that the Event is subject to cancellation, variation and postponement and neither We nor the Host makes or has made any binding warranty, promise or representation that:

- (a) the Event will proceed on the date(s) or at the venue proposed in the Sponsorship Prospectus, or at all; and/or
- (b) the Event programme will proceed as advertised or that the speakers, entertainers or

other participants will be as advertised.

## **7 ADDITIONAL OBLIGATIONS OF SPONSOR AND RELEVANT PERSONS**

### **7.1 Conduct at the Event**

At all relevant times the Sponsor must (and must also ensure that Relevant Persons):

- (a) comply with the Venue Rules;
- (b) conduct itself in a reasonable, respectful, considerate and lawful manner;
- (c) be attired in a manner that is appropriate to the Event and that will not cause offence to any person;
- (d) ensure that all Relevant Persons wear and display identification badges or lanyards provided;
- (e) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (f) if Relevant Persons consume alcohol, they do so reasonably and responsibly, and not so as to become intoxicated;
- (g) not carry, consume or supply unlawful drugs;
- (h) observe "no-smoking" signs and directions;
- (i) not place the safety and health of any person(s) at the Event at risk;
- (j) participate in any safety inductions or briefing as We, Our Client or the authorised staff of the Venue may direct;
- (k) not cause personal injury to, or defame, any person or damage the property of any person;
- (l) be respectful towards other sponsors, exhibitors, speakers and others and refrain from causing a nuisance or interrupting or disrupting programme content, whether by making noise or otherwise;
- (m) comply with the COVID-19 protocols set out in clause 28; and
- (n) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host, its contractor and of the relevant venues.

## **8 GST**

### **8.1 GST to be paid on taxable supplies**

All consideration provided for a supply under this Agreement or referred to in the Sponsorship Prospectus is calculated exclusive of GST unless the contrary is clear. If the



Sponsorship Contribution consists of the supply of goods or services in-kind, the parties will apply the Australian Taxation Office's published *Practical Compliance Guideline* and agree that, in accordance with that Guideline, no tax invoices need to be swapped.

## **8.2 If the GST rate is varied**

GST on the Sponsorship Contributions and other monies payable under this Agreement are expressed in the Sponsorship Prospectus at the rate prevailing at the time of its publication. If the GST rate is subsequently varied at any time before payment is made under this Agreement, the Sponsor agrees that it must pay GST on the relevant taxable supply at the varied rate and that We may reissue, or separately issue any invoice submitted to the Sponsor to include or recover GST at the varied rate.

## **9 CANCELLATION OF THE EVENT**

### **9.1 Acknowledgement by Sponsor**

The Sponsor acknowledges and agrees that the Event may be cancelled from time to time for many different reasons, including but not limited to circumstances beyond Our and/or the Host's control.

### **9.2 We and Host not liable if the Event is cancelled**

Subject to clause 9.4, the Sponsor agrees that neither the Host nor We have any liability to the Sponsor or any Relevant Person for any losses, damage, liability or claim caused directly or indirectly by cancellation of the Event for any reason whatsoever, including but not limited to travel and accommodation costs.

### **9.3 Postponed Event, change of primary venue, conversion of Event into a fully on-line or "virtual" event**

If We or the Host determine to postpone the Event to a later date to that specified in the Sponsorship Prospectus, to hold the Event at a different primary venue, or to convert the Event to a fully or partly on-line (or "virtual") event, the Sponsor agrees that the Event is deemed not to have been cancelled and the provisions of clause 22 (Variation of Event) will apply.

### **9.4 Consequences of cancellation of Events**

Where an Event is cancelled (but not postponed or brought forward):

- (a) We will notify the Sponsor, promptly, of such cancellation;
- (b) if the Sponsorship Contribution consists of goods in-kind that are not perishable and can be returned to the Sponsor and the Sponsor notifies Us that it desires the return of the goods, We will allow the Sponsor to collect and take back all the goods that have been delivered. In that case We have no further obligations under this Agreement; and

- (c) if the Sponsorship Contribution consists of money that has been received by Us or the Host, perishable goods delivered that cannot be returned, or services that have been rendered, the Sponsor will receive a full refund of such money or the reasonable agreed value of such goods or services.

## **10 CANCELLATION OF SPONSORSHIP BY SPONSOR**

### **10.1 Sponsor's cancellation rights and consequences**

The Sponsor may cancel the sponsorship at any time for any reason by written notice to Us ("Cancellation Notice") and:

- (a) this Agreement is terminated and the sponsorship and Sponsorship Benefits are cancelled, immediately when We receive a Cancellation Notice;
- (b) if We receive a Cancellation Notice before the Cancellation Deadline, the Sponsor is entitled to a 50% reduction in the Sponsorship Contribution. To the extent that the Sponsor has not paid 50% of the Sponsorship Contribution by the date of the Cancellation Notice, the Sponsor must make payment with the Cancellation Notice. If the Sponsor has already paid more than 50% of the Sponsorship Contribution by the date of the Cancellation Notice, We will refund the excess within 14 days;
- (c) if We receive a Cancellation Notice after the Cancellation Deadline, the Sponsor must, with the Cancellation Notice, make payment of the whole of the Sponsorship Contribution, or such part of it as may be unpaid as at that date and the Sponsor is not entitled to a refund; and
- (d) a Cancellation Notice is of no effect unless it is accompanied by payment (if payment is required) as provided under this clause.

## **11 WARRANTIES BY BOTH PARTIES**

### **11.1 Warranties**

Each party warrants that:

- (a) by entering into and performing its obligations under this Agreement, it will not breach any agreement, duty or obligation of any kind; and
- (b) it has not suffered, nor been threatened with an Insolvency Event.

## **12 SPONSOR TO PROVIDE MATERIALS AND INFORMATION**

### **12.1 Sponsor to provide information in timely manner**

The Sponsor must, within the times We may request, and in such form as We require, provide to Us (if the Sponsor has not already done so) all information, banners, images, promotional materials and other documents, works and things which may be required, or that We may reasonably request, to enable the supply of the Sponsorship Benefits. Neither We nor the Host are liable to the Sponsor for any delay in or failure to provide Sponsorship

Benefits if the Sponsor does not comply with this clause.

## **12.2 Sponsor warranties**

The Sponsor warrants that all information and materials provided under clause 12.1 are accurate, not misleading or deceptive, comply with all applicable laws and any applicable code of conduct or ethics of the Host, of which notice is given to the Sponsor, and that they do not defame any person or infringe the Intellectual Property or other legal rights of any person.

## **13 ANNOUNCEMENTS AND PUBLICATIONS**

### **13.1 We/Host may refer to Sponsor in promotional materials for the Event**

We and the Host may, on any website for the Event, in social media and in any other materials published in any medium for promotion of the Event, refer to the Sponsor as a sponsor of the Event.

### **13.2 Sponsor may direct promotional references**

We agree that:

- (a) the Sponsor may give Us reasonable directions concerning any references to the Sponsor, its products or services in promotional materials published for the Event; and
- (b) We will make reasonable endeavours to comply with the Sponsor's directions under paragraph (a) of this clause, provided that the directions are, in Our opinion:
  - (i) given and received in a timely manner;
  - (ii) appropriate to the medium of publication and promotion; and
  - (iii) proportionate and reasonable, to the classification and level of the sponsorship, and by comparison with the promotion of other sponsors.

## **14 SUSPENSION AND EJECTION**

### **14.1 Suspension and ejection rights**

If We or the Host, acting reasonably, consider that the Sponsor (including by the actions or omissions of any Relevant Person) is in breach of this Agreement in any respect (including if the Sponsorship Contribution is not paid/provided by the date(s) specified in the Sponsorship Prospectus), or if there is any other reasonable cause:

- (a) We may suspend any or all of the Sponsorship Benefits until We are satisfied that compliance will resume; and/or
- (b) We or the Host may, without liability to the Sponsor or any Relevant Person, eject the Sponsor and any or all Relevant Persons from the Event and/or refuse entry to the Event or any part of the Event.

The exercise of this remedy is not Our, or the Host's, exclusive remedy and We may exercise any other remedy available to Us under this Agreement (including, but not limited to, rights to terminate this Agreement) or under the law.

## **15 TERMINATION**

### **15.1 Termination for cause—general**

A party to this Agreement (the “Terminating Party”) may, at its option, by written notice to the other party, terminate this Agreement with immediate effect if:

- (a) the other party is subject to an Insolvency Event;
- (b) the other party commits a breach of any term or warranty of this Agreement which is capable of rectification but is not rectified to the reasonable satisfaction of the Terminating Party within a reasonable period, given the proximity of the breach to the Event date(s) after receipt of a notice by the other party specifying the breach; or
- (c) the other party commits a breach of any term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

### **15.2 Our additional termination rights**

We may terminate this Agreement by written notice to the Sponsor if the Sponsor fails to pay or supply the Sponsorship Contribution, or any part of it, or if the Sponsor fails to pay any other monies payable under this Agreement by the due date for payment or supply.

### **15.3 Termination for disrepute**

We may terminate this Agreement with immediate effect by written notice to the Sponsor if the Sponsor commit (or have committed) any act or omission which, in Our reasonable opinion, may materially damage Our reputation, the reputation of the Host or the reputation of the Event.

### **15.4 Sole rights of termination**

The rights of termination in this clause 15 and otherwise expressly set out in this Agreement are the sole rights of termination exercisable by the parties, but in all other respects the common-law rights and remedies of the parties are preserved. For example, on termination of this Agreement for default, a party may exercise its right to claim damages from the defaulting party, subject to this Agreement (including but not limited to clause 16).

### **15.5 Consequences of termination**

On termination of this Agreement by either party for any reason:

- (a) the Sponsor must cease referring to itself as a sponsor of the Event;
- (b) We will, to the extent that it is practicable for Us to do so:
  - (i) cease making subsequent references to the Sponsor as a sponsor of the

Event; and

- (ii) delete or destroy all information, promotional and other materials in Our possession that contain any such reference;
- (c) each party must cease making further use of the Intellectual Property of the other party; and
- (d) such termination is without prejudice to any and all rights and remedies which had accrued to the benefit of the parties to the date of termination.

## **16 LIMITATION AND EXCLUSION OF LIABILITY**

### **16.1 Limitation**

Subject to clause 16.2:

- (a) The Host's and Our total aggregate liability and the liability of the Host's and Our employees, agents and contractors, to the Sponsor and any Relevant Person, for breach of this Agreement, for negligence or other tort and any other cause of action, will not exceed a sum being the equivalent of the total monetary value of the Sponsorship Contribution.
- (b) The word "*liability*" (in the phrase "total aggregate liability" in paragraph (a)) means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was wilful, negligent or otherwise, whether such liability arose in the Northern Territory, or in any other jurisdiction, and for any loss (including personal injury), damage or expense (including legal costs and disbursements).
- (c) Where the Host's or Our liability arises in connection with the supply of services under statute (including but not limited to the *Competition and Consumer Act 2010* (Cth)), then to the extent permissible by law, the Host's and Our liability is limited (at Our option), in aggregate, to supplying those services or the Sponsorship Benefits again, or the cost of supplying those services or the Sponsorship Benefits again.

### **16.2 Exclusion of certain liabilities**

We are not liable to the Sponsor or any Relevant Person, for any of the following types of loss:

- (a) loss of profit;
- (b) loss of savings
- (c) loss of opportunity;
- (d) damage to reputation; and/or
- (e) indirect and consequential loss

## **17 SPONSOR'S BREACH MAY CAUSE US LIABILITY TO THIRD PARTIES**

### **17.1 Losses recoverable by Us**

The Sponsor acknowledges and agrees that:

- (a) the negligence, other tort, breach of statutory duty, or breach of this Agreement or of the Venue Rules by the Sponsor or any Relevant Person may cause us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We or the Host may have to the Venue operator or other third parties, such as other sponsors, exhibitors, or attendees of, or suppliers to, the Event; and
- (b) any loss or liability We incur to the Venue operator or any other third party, as a direct or indirect consequence of any negligence, other tort, breach of statutory duty, or breach of this Agreement or of the Venue Rules by the Sponsor or any Relevant Person, is a reasonably foreseeable loss recoverable by Us.

## **18 INDEMNITY AND RELEASE**

### **18.1 Indemnity and release**

The Sponsor must indemnify, and hereby release the Host and Us and Our/the Host's respective employees, contractors and agents from and against all claims, actions, demands, losses, liability, cost or expenses (including any claims, actions or demands made or brought by the Venue operator, attendees of the Event and other third parties), caused in whole or in part by, or arising in connection with:

- (a) its breach of this Agreement;
- (b) its negligence or other tort;
- (c) its breach of the Venue Rules;
- (d) its breach of any other legal duty or obligation, including but not limited to any statutory duty;
- (e) the presence, use, display, transportation, construction, installation, display or removal of any promotional materials or content,

and for the avoidance of doubt this indemnity and release applies to:

- (i) claims, actions and demands made on the basis of any cause of action;
- (ii) claims, actions and demands for loss of any kind including but not limited to personal injury, loss of or damage to property of any person (including but not limited to the venue operator), loss of the kind referred to in clause 17, infringement of Intellectual Property, damage to reputation, economic loss, indirect loss and consequential losses; and

- (iii) legal costs and disbursements on a full indemnity basis.

This indemnity is not Our or the Host's sole remedy for the matters referred to in this clause. We and the Host may, in addition, or in the alternative, pursue any other remedy under this Agreement or under the law.

## **19 VIRTUAL EVENTS**

If the Event is wholly or partly to be staged by virtual (i.e., online) means, the Event, or that part of it that is so staged:

- (a) the provisions in this Agreement that, in practice, can only apply to a "face-to-face" event, do not apply; and
- (b) the Sponsor must comply with the rules of participation posted to the relevant online platform or website, as the case may be.

## **20 INTELLECTUAL PROPERTY**

### **20.1 No transfer of Intellectual Property**

Nothing in this Agreement constitutes a transfer of any Intellectual Property of a party to the other party. The rights conferred on each party to use the Intellectual Property of the other party rest in contract only. For the avoidance of doubt, all Intellectual Property in a work created by a party for the purposes of the Event and the performance of a party's obligations under this Agreement remains the property of the party that created that work.

### **20.2 Licence of Sponsor's Intellectual Property to Us**

- (a) The Sponsor grants to Us a licence (in this clause, the "Licence") to use its Intellectual Property for the sole purposes of providing the Sponsorship Benefits and otherwise performing Our obligations and exercising Our rights under this Agreement.
- (b) The Sponsor warrants that the use of its Intellectual Property, as permitted under this Agreement, will not infringe the Intellectual Property rights of any third party.
- (c) The Licence is:
  - (i) worldwide;
  - (ii) non-exclusive;
  - (iii) non-transferrable, except in the case of permitted assignment or novation of this Agreement;
  - (iv) sublicensable but only for the purposes of engaging any contractor to assist in promoting, organising, staging and holding the Event or to provide the Sponsorship Benefits; and
  - (v) fee-free.

## **21 CONFIDENTIAL INFORMATION**

### **21.1 Non-disclosure and restricted copying**

A party must not disclose any Confidential Information to a third party.

### **21.2 Exceptions to non-disclosure**

Notwithstanding the preceding clause, a party may disclose Confidential Information of the other party if the disclosure is:

- (a) reasonably necessary to perform its obligations under this Agreement
- (b) legally compelled by a court or other authority of competent jurisdiction;
- (c) made to a legal adviser, patent attorney, accountant or other professional adviser to whom a copy of this Agreement is supplied; or
- (d) made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion.

## **22 VARIATION AND POSTPONEMENT OF EVENT**

### **22.1 We/Host may vary Event**

The Sponsor acknowledges and agrees that the Event is subject to variation by Us and/or the Host at any time and from time to time, subject to clause 22.2, without liability to the Sponsor or any Relevant Person, including but not limited to changes to:

- (a) the primary venue or the location of the Event or components of the Event within the venue;
- (b) the date(s) of the Event;
- (c) the method of delivery of the Event, such as by converting the Event to a fully or partly on-line or "virtual" event;
- (d) programme content, its order or session times;
- (e) the speakers, entertainers and other presenters;
- (f) the social programme and any venue for dinners and other social events.

If (and only if) the Event is postponed, moved to a different primary venue or converted to a fully on-line or "virtual" event, reasonable endeavours will be made to give the Sponsor notice (in this clause 22, a "Variation Notice") and clause 22.2 applies. In all other cases, details of material changes will be posted to the Event Website. The Sponsor is responsible for checking for such notifications/alerts prior to the Event.

### **22.2 Consequences of postponement, change of primary venue or conversion to a fully**



### **on-line or "virtual" event**

On receipt of a Variation Notice concerning postponement of the Event, a change of primary venue, or the conversion of the Event to a fully on-line or "virtual" event, at the Sponsor's option, the Sponsor may:

- (a) within 14 days, notify Us in writing (in accordance with clause 24) that the Sponsor cannot, or does not wish to, participate as a Sponsor of the Event as varied, in which case, subject to proof of purchase, a refund of monies actually received is the Sponsor's sole entitlement and neither We nor the Host will be liable for losses of any kind that the Sponsor or any Relevant Person incurs as a consequence of such postponement, including but not limited to transportation or accommodation costs; or
- (b) notify Us that the Sponsor wishes to Sponsor the Event at its new (postponed) date(s) and/or venue, in which case, the monies paid by the Sponsor will be retained.

**Important:** If, within 14 days of the date of the Variation Notice, We do not receive a notice under paragraph (a) of this subclause, the Sponsor is deemed to have accepted the variation of the Event at its new (postponed) date(s) and/or venue, on these terms and conditions and the Sponsorship Contribution(s) (being monies) paid by the Sponsor will be retained as payment for participation as a sponsor of the Event, as varied.

## **23 ASSIGNMENT AND NOVATION**

### **23.1 Sponsor not to assign etc.**

The Sponsor must not assign or novate this Agreement without Our prior written consent.

### **23.2 We and the Host may novate or assign**

We or the Host may novate or assign this Agreement:

- (a) to any party nominated by Us or the Host;
- (b) to any substitute conference organiser or event manager that may be engaged by the Host.

If We or the Host wish to assign or novate this Agreement, We will give written notice to the Sponsor and will provide an assignment or novation deed or agreement, which provides, among other things, that:

- (c) the Sponsor consents to the assignment or novation as the case may be;
- (d) the assignee/novatee agrees to comply with any provisions of this Agreement and perform any outstanding obligations under this Agreement; and
- (e) the Sponsor release the Host's and Our further liability under this Agreement and in connection with the Event,

and the Sponsor must duly execute and deliver that document promptly to Us.

## **24 NOTICES**

### **24.1 How given**

Any notice, approvals, request or demand or other communication (“notice”) to be given under this Agreement must be in writing and must be delivered by ordinary or registered mail, or by email. Notices to Us must be sent to the following addresses:

**Mail:** GPO Box 4475, Darwin, Northern Territory, Australia 0800

**Attention:** Natalie Bell

**Email:** natalie@associatedadvertising.com.au

or such other address that We may notify the Sponsor in writing, from time to time. Notices to the Sponsor must be sent to the addresses specified in the Sponsorship Application. A notice may be given by an employee or agent (including a legal advisor) of the party giving the notice.

### **24.2 When served**

A notice given:

- (a) by post will be regarded as having been served five (5) days after posting;
- (b) by email is served on the day of transmission in the location of the recipient, unless the sender’s machine generates a report that the email was not sent at all or in its entirety. If the email has not been completely transmitted by 5 pm (determined by reference of the time of day at the recipient’s address) it will be regarded as having been served on the next business day; and
- (c) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient’s address) after such day. For the purposes of this clause, a “business day” is a day other than a Saturday, Sunday or public holiday at the recipient’s address.

## **25 GOVERNING LAW AND JURISDICTION**

### **25.1 Northern Territory law and jurisdiction**

This Agreement shall be created, performed, interpreted and enforced in accordance with the laws applicable in Northern Territory, Australia and the parties submit to the non-

exclusive jurisdiction of the courts of that place.

## **26 CONTRACTING OUT OF STATUTES FOR FRUSTRATION OF CONTRACT**

### **26.1 Contracting out of applicable statutes:**

The parties agree that, to the extent that it is legally permissible to contract out of those laws:

- (a) the *Frustrated Contracts Act 1978* (NSW) does not apply to this Agreement;
- (b) the parties intend this clause 26 to regulate their bargain to the exclusion of the provisions for frustrated contracts contained in the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and the *Frustrated Contracts Act 1988* (SA); and
- (c) no other applicable legislation for frustration of contract is to apply to this Agreement

## **27 FURTHER ASSURANCES**

### **27.1 Parties to do all things necessary**

Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the intent of this Agreement and to the intent of any of the transactions contemplated by this Agreement.

## **28 COVID-19 SAFETY**

### **28.1 Relevant Persons must not attend the Event in certain circumstances**

A Relevant Person must not attend the Event if he/she:

- (a) has been diagnosed as having COVID-19, is feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue (in this clause, "COVID Symptoms");
- (b) has been in contact, in the 14-day period before the Event, with any person that has tested positive to COVID-19 or has displayed COVID Symptoms; or
- (c) has travelled, in the 14-day period before the Event, to Australia from overseas, to the place of the venue from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID-19.

### **28.2 On entry and while attending**

At entry to and while attending the Event, each Relevant Person must:

- (a) comply with all applicable laws and health directives concerning COVID-19;

- (b) comply with and submit to contact tracing protocols and procedures for COVID-19 safety, including demonstrating that he/she has down-loaded, to a personal mobile device, the COVID-Safe app, and if applicable, submit to temperature testing;
- (c) strictly practise social distancing by ensuring that he/she remains at least 1.5 meters from persons not known to him/her;
- (d) wash his/her hands regularly and use hand-sanitiser made available at the Event; and
- (e) if he/she experiences any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, he/she must immediately report to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, he/she must comply with that request.

### **28.3 After the Event**

If, after the Event, any individual who represents a Relevant Person is diagnosed with COVID-19, he/she must advise his/her medical practitioner of his/her attendance at this Event. If the medical practitioner considers that the Relevant Person may have become infected before or at the Event, he/she must permit the medical practitioner to notify health authorities and comply with all applicable laws, health orders or government recommendations for the purposes of preventing or reducing the spread of COVID-19.

## **SCHEDULE**

### **Host:**

**Name:** NT Cattlemen's Association

**ABN:** 87 055 308 786

**Address:** Suite 9 Level 1, 1 Buffalo Court Darwin NT 0800

### **Sponsor:**

**Name:**

**ABN:**

**Address:**

## EXECUTED AS AN AGREEMENT

Signed by **ASSOCIATED ADVERTISING & PROMOTIONS PTY LTD** as agent for the **Host** by its authorised officer:

.....  
Signature of authorised officer

.....  
Name of authorised officer

.....  
Title of authorised officer

Signed by .....  
(*company name*) in accordance with section  
127 of the Corporations Act:

.....  
Signature of director

.....  
Signature of director/secretary\*  
\*delete that which is inapplicable

.....  
Name

.....  
Name