

**“A”**

**This is annexure “A” to the Sponsorship Application completed and submitted by You**

## **Sponsorship Agreement**

**BETWEEN**

Expert Events Pty Ltd

ABN 35 619 941 561

**AND**

The sponsor identified in the sponsorship application form of which this agreement forms annexure “A”:

Expert Events Pty Ltd  
PO Box 351 | Hamilton Central Qld 4007 Australia  
Suite 6 | Level 1 | 134 Racecourse Road Ascot Qld 4007  
Phone +61 7 3848 2100  
[www.expertevents.com.au](http://www.expertevents.com.au)

## PARTIES:

**EXPERT EVENTS PTY LTD** (ABN 35 619 941 561) of Suite 6, Level 1, 134 Racecourse Road, Ascot, Queensland 4007 (“We”, “Us”, “Our”)

and

**THE SPONSOR IDENTIFIED IN THE SPONSORSHIP APPLICATION, OF WHICH THIS AGREEMENT COMPRISES ANNEXURE “A” (“You”, “Your”)**

## BACKGROUND:

You wish 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 You may cancel Your sponsorship and receive a partial refund as provided in clause 9.
<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
<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>Sponsorship Application</b>	The application to become a sponsor of the Event submitted by You to Us, of which this Agreement forms Annexure "A"
<b>Sponsorship Benefits</b>	The services and benefits to be provided to You 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 You 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 You have submitted the Sponsorship Application
<b>Venue Rules</b>	Rules issued by the Event venue as to the form, content and placement of promotional materials within the venue and as to the conduct and dress of persons within the venue.

## 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 Expert Events is agent for the Host**

### **2.1 Capacity**

You acknowledge and agree 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, 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.

## **3 Sponsorship Prospectus and Sponsorship Application**

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

This Agreement applies if and commences when We accept Your Sponsorship Application. We may reject Your 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**

You acknowledge and warrant that:

- (a) You have received and read the Sponsorship Prospectus thoroughly;

- (b) The information You have provided in Your Sponsorship Application is true and correct in all respects;
- (c) You are not aware of any fact or circumstance, whether actual or potential, that would cause You 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 13.3 (Termination for Disrepute); and
- (d) We may reject Your Sponsorship Application for any reason We deem fit.

## **4 Sponsorship Contribution**

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

**You must provide the Sponsorship Contribution:**

- (a) as to 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 monetary:
    - (i) within 14 days of the date of a tax invoice submitted by the Host or Us to You; 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”), You 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 You;
- (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, this Agreement and the sponsorship are not exclusive to You in any respect and We may engage other sponsors for the Event, including sponsors whose products or services may compete with Yours.

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## 5 Sponsorship Benefits

### 5.1 Provision of the Sponsorship Benefits

Subject to Your compliance with this Agreement, and subject to the completion of any milestones or prerequisites as provided in the Sponsorship Prospectus, You shall receive the Sponsorship Benefits specified in the Sponsorship Prospectus for the classification or level of Sponsorship selected in Your Sponsorship Application.

### 5.2 Suspension of Sponsorship Benefits

If You do not comply with this Agreement in any respect, including if You do not provide the Sponsorship Contribution by the date(s) specified in the Sponsorship Prospectus, We may suspend provision of the Sponsorship Benefits until the Sponsorship Contribution is supplied as provided in this Agreement. The exercise of this remedy is not Our exclusive remedy and We may exercise any other remedy available to Us under this Agreement or under the law.

### 5.3 Sponsorship Benefits subject to Venue Rules

You acknowledge and agree that You must at all times comply with the Venue Rules and that provision of the Sponsorship Benefits is subject to the Venue Rules.

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## 6 Certain promises regarding the Event are excluded

### 6.1 No warranty re success of the Event

**You acknowledge and agree 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 leads that You may obtain as a result of Your sponsorship.

Any predictions We or the Host may make or have made concerning the Event, 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. You acknowledge and agree that You have not relied and do 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

You acknowledge and agree that the Event is subject to variation as provided in clause 20 (Variation of Event) 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 GST**

### **7.1 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.

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

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, You agree that You must pay GST on the relevant taxable supply at the varied rate and that We may reissue, or separately issue any invoice submitted to You to include or recover GST at the varied rate.

## **8 Cancellation and postponement of the Event**

### **8.1 Acknowledgement by Sponsor**

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

### **8.2 Host and Expert Events not liable if the Event is cancelled**

Subject to clause 8.4, You agree that neither the Host nor We have any liability to You for any losses, damage, liability or claim caused directly or indirectly by cancellation of the Event for any reason whatsoever.

### **8.3 Postponed or "brought forward" Event**

If We or the Host determine to postpone or hold the Event at a different date to that specified in the Sponsorship Prospectus, You agree that the Event is deemed not to have been cancelled and the provisions of clause 20 (Variation of Event) will apply.

### **8.4 Consequences of cancellation of Events**

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

- (a) We must promptly notify You of such cancellation;
- (b) if the Sponsorship Contribution consists of goods in-kind that are not perishable and can be returned to You and You notify Us that You desire the return of the goods, We will allow You to take back all the goods that have been delivered. In that event 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, You will

receive a full refund of such money or the reasonable agreed value of such goods or services.

## **9 Cancellation of sponsorship by You**

### **9.1 Your cancellation rights**

You may cancel Your Sponsorship at any time for any reason by written notice to Us ("Cancellation Notice"), whereupon:

- (a) this Agreement is terminated and Your sponsorship and Sponsorship Benefits are cancelled, immediately when We receive Your Cancellation Notice;
- (b) if We receive Your Cancellation Notice before the Cancellation Deadline, You are entitled to a 50% reduction in the Sponsorship Contribution. To the extent that You have not paid 50% of the Sponsorship Contribution by the date of Your Cancellation Notice, You must make payment with Your Cancellation Notice. If You have already paid more than 50% of the Sponsorship Contribution by the date of Your Cancellation Notice, We will refund the excess within 14 days;
- (c) if We receive Your Cancellation Notice after the Cancellation Deadline You must, with Your 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 You are not entitled to a refund; and
- (d) A Cancellation Notice is not valid unless it is accompanied by payment (if payment is required) as provided under this clause 9.1.

## **10 Warranties by Both Parties**

### **10.1 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;
- (b) it has not suffered, nor been threatened with an Insolvency Event; and
- (c) the use, by the other party, of its Intellectual Property, as permitted under this Agreement, will not infringe the Intellectual Property rights of any third party.

## **11 Sponsor to provide materials and information**

### **11.1 Sponsor to provide in timely manner**

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

## 11.2 Sponsor warranties

You warrant that the information and materials provided under clause 11.1 are accurate, not misleading or deceptive, comply with all applicable laws and that they do not defame any person or infringe the Intellectual Property or other legal rights of any person.

## 12 Announcements and Publications

### 12.1 Expert Events may refer to Sponsor in promotional materials for the Event

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

### 12.2 Sponsor may direct promotional references

We agree that:

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

## 13 Termination

### 13.1 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.

### 13.2 Termination by Us for non-payment

We may terminate this Agreement by written notice to You if You fail to pay monies payable under this Agreement by the due date for payment.

### 13.3 Termination for disrepute

We may terminate this Agreement with immediate effect by written notice to You if You 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.

### 13.4 Sole rights of termination

The rights of termination in this clause 13 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.

### 13.5 Consequences of termination

On termination of this Agreement by either party:

- (a) for any reason, You must cease referring to Yourself as a sponsor of the Event;
- (b) for any reason, We must, to the extent that it is practicable for Us to do so:
  - (i) cease making further references to You 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) for any reason, each party must cease making further use of the Intellectual Property of the other party; and
- (d) for any reason, 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.

## 14 Limitation of Liability

### 14.1 Limitation

- (a) The Host's and Our total aggregate liability and the liability of the Host's and Our employees, agents and contractors, 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 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 Queensland, or in some 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.

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## 15 Your breach may cause us liability to third parties

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### 15.1 Losses recoverable by Us

You acknowledge and agree that:

- (a) Your negligence or breach of this Agreement or of the Venue Rules 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 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 such negligence or breach by You, is a reasonably foreseeable loss recoverable by Us from You.

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## 16 Indemnity and Release

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### 16.1 Indemnity and release

You must indemnify, and hereby release the Host and Us from and against all claims, actions, demands, losses, liability, cost or expenses sustained by the Host and/or Us (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) Your breach of this Agreement;
- (b) Your negligence or other tort;
- (c) Your breach of the Venue Rules;
- (d) Your breach of any other legal duty or obligation;
- (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 applies to:

- (f) claims, actions and demands made on the basis of any cause of action;
- (g) 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 15, infringement of Intellectual Property, damage to reputation, economic loss, indirect loss and consequential losses; and
- (h) 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.

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## 17 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) You must comply with the rules of participation posted to the relevant online platform or website, as the case may be.

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## 18 Intellectual Property

### 18.1 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.

### 18.2 Licence of Your Intellectual Property to Us

- (a) You grant to Us a licence (in this clause, the “Licence”) to use Your 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 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 sub-contractor to assist in promoting, organising, staging and holding the Event or to provide the Sponsorship Benefits; and
  - (v) fee-free.

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## 19 Confidential Information

### 19.1 Non-disclosure and restricted copying

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

### 19.2 Exceptions to non-disclosure

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

- (a) 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 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.

## 20 Variation of Event

### 20.1 We/Host may vary Event

You acknowledge and agree that the Event is subject to variation by Us and/or the Host at any time and from time to time, subject to clause 20.2, without liability to You, including but not limited to changes to:

- (a) the venue or the location of the Event or components of the Event within the venue;
- (b) the date(s) of the Event;
- (c) programme content, its order or session times;
- (d) the speakers, entertainers and other presenters;
- (e) the social programme and any venue for dinners and other social events.

If (and only if) the Event is postponed or moved to a different primary venue, reasonable endeavours will be made to give You notice (in this clause 20, a "Variation Notice") and clause 20.2 applies. In all other cases, details of material changes will be posted to the Event Website. You are responsible for checking for such notifications/alerts prior to the Event.

### 20.2 Consequences of postponement or change of venue

On receipt of a Variation Notice, at Your option You may:

- (a) within 14 days, notify Us in writing (see clause 22) that You cannot, or do 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 your sole entitlement and neither We nor the Host will be liable for any losses you incur as a consequence of such postponement, including but not limited to transportation or accommodation costs; or
- (b) notify Us that you wish to Sponsor the Event at its new (postponed) date(s) and/or venue, in which case, the monies paid by you will be retained.

**Important:** If, within 14 days of the date of the Variation Notice, We do not receive Your notice under paragraph (a) of this subclause, you are 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 monies you have paid will be retained as payment for Your participation as a Sponsorship of the Event as varied.

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## 21 Assignment and Novation

### 21.1 Sponsor not to assign etc.

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

### 21.2 Expert Events may novate or assign

We 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 You and will provide an assignment or novation deed or agreement to You, which provides, among other things, that:

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

and You must duly execute and deliver that document promptly to Us.

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## 22 Notices

### 22.1 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 hand (whether by the party or a courier), sent by ordinary or registered mail, or by email. Notices to Us must be sent to the following addresses:

**Mail or hand delivery:** Suite 6, Level 1, 134 Racecourse Road, Ascot, Queensland 4007

**Attention:** Event Manager

**Email:** admin@expertevents.com.au

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

### 22.2 When served

A notice given:

- (a) by hand will be served upon delivery;
- (b) by post will be regarded as having been served three (3) days after posting;

- (c) 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
- (d) 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.

## 23 Governing Law and Jurisdiction

### 23.1 Queensland law and jurisdiction

This Agreement shall be created, performed, interpreted and enforced in accordance with the laws applicable in Queensland, Australia and the parties submit to the nonexclusive jurisdiction of the courts of that place.

## 24 Contracting out of statutes for frustration of contract

### 24.1 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 24 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

## 25 Further Assurances

### 25.1 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.

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