

TERMS AND CONDITIONS FOR PARTICIPATION IN A TEAM AUSTRALIA EVENT

- A. The Commonwealth of Australia provides assistance to defence companies to market their goods and services overseas. One of the key ways in which it does so is by sponsoring selected defence companies' participation on the Team Australia stand at select Events (including trade missions to selected destinations).
- B. The Participant has submitted an application to participate in the Team Australia stand at the Event subject to acceptance of these terms and conditions.
- C. Should the application be successful, the Participant shall immediately be bound by the following terms and conditions.

TERMS AND CONDITIONS

1. Definitions

In this Agreement, the following terms have the following meanings:

Agreement means these Terms and Conditions

Commonwealth means the Commonwealth of Australia, as represented by the Defence Materiel Organisation

Event means the Defence Services Asia 2012 exhibition and associated mission to Malaysia and Singapore to be held between 16 and 19 April (DSA 2012) and 20-25 April (mission) 2012.

Event Item means any item brought to the Event venue or site by the Participant or an agent of the Participant.

Fee means the fee payable by the Participant in exchange for utilising space on the Team Australia stand. The value of the Fee is \$0

Participant means an Australian sole trader, partnership or company who has submitted an application for participation at the Event and who has been notified that their application has been accepted.

Team Australia means the brand used by the Commonwealth overseas for the purposes of promotion and facilitation of the export of Australian defence products and services.

2. Conditions of Participation

2.1 General Conditions of Participation

- (a) The Participant must, at all times:
 - (i) use their best endeavours to participate in all scheduled

briefings, both in Australia and the target market, by the Commonwealth and other agencies; and

- (ii) keep itself informed of any laws, regulations or government policy that might impede or prevent the Participant from marketing its products or services in any of the countries to associated with the Event.
- (b) At least eight weeks prior to the Event, the Participant must:
- (i) provide the Commonwealth with company information, revised versions of the quad charts provided in the Participant's application (if requested by the Commonwealth) and other marketing materials showcasing the firm's products, services, and technology so as to allow for compilation, printing and advance distribution;
 - (ii) provide to the Commonwealth or to the Event organisers all required information pertaining to the event including, but not limited to, information required for exhibition passes, declarations, and other formal requirements;
 - (iii) pay the Fee to the Commonwealth, if applicable;
 - (iv) provide to the Commonwealth the Participant's business objectives for at least one target market associated with the Event;
 - (v) have obtained information from the Defence Export Control Organisation as to whether existing laws or regulations might impede or prevent the Participant from marketing its products or services in any of the countries to be visited by the delegation; and
 - (vi) have ensured that its staff who will attend the Event have a valid passport with any necessary visas, and hold and maintain travel and other appropriate insurances in connection with their participation in the Event.

2.2 Conditions of Participation – Responsibilities of the Participant

- (a) The Participant must arrange and pay all costs associated with:
- (i) shipping the Event Items to and from the Event venue and site;
 - (ii) the lawful removal or disposal of its Event Items from the Event venue; and
 - (iii) the provision of staff to participate in all of the activities associated with the Event.
 - (iv) exhibition requirements outside the Standard Pod configuration as determined by the Commonwealth. This includes but is not limited to audio/visual equipment, additional graphic work, exhibition plinths or cases.

- (b) The Participant is responsible for the prompt delivery, setup and removal of all Event Items, as required by the Event organisers. If a Participant fails to occupy their allocated booth space by the Event opening time, the Commonwealth may allow the booth to be occupied in the manner it deems appropriate for the interests of the Event and without releasing the Participant from any liability under this Agreement.
- (c) The Participant must comply with all requirements and directions of the Event organiser, including those outlined in the Event exhibitor manual.

2.3 Conditions of Participation – During the Event

- (a) During the Event, the Participant must:
 - (i) use their best endeavours to attend the Event during the hours stipulated by the Commonwealth in the program itinerary, as well as all the business appointments which have been arranged for the Participant;
 - (ii) use their best endeavours to advise the Commonwealth if the Participant is unable to adhere to the schedule of planned activities at least 48 hours prior to activities scheduled occurrence;
 - (iii) cooperate at all times with Commonwealth and other agency staff and ensure all company staff participating in the Team Australia activity act professionally and in a manner that does not negatively impact on the Team Australia brand or reputation at all times;
 - (iv) ensure the cleanliness and tidiness of their allocated space;
 - (v) not remove Event Items which are being used for display purposes prior to the completion of the event without the prior agreement of the Commonwealth or the event organiser; and
 - (vi) ensure that the Participant's staff conduct themselves in a professional manner consistent with the cultural expectations of the country in which the Event is being held.

2.4 Conditions of Participation – After the Event

After the Event is completed, the Participant must contribute to follow up surveys by reporting and providing the results achieved at the Event and to further provide the Commonwealth with information relating to contracts secured as a result of the Event for a period of 24 months after the Event.

3. Withdrawal and Cancellation

3.1 Withdrawal by the Participant

- (a) The Participant may withdraw from the Event immediately by giving notice in writing to the Commonwealth if:

- (i) the Participant elects not to participate in the Event; or
 - (ii) if the Event is delayed, cancelled or does not proceed.
- (b) Withdrawal will not be deemed received until the Participant has received written confirmation of their withdrawal from the Commonwealth.
 - (c) Where the Participant withdraws in accordance with clause 3.1(a) (i) above within eight weeks prior to the commencement of the Event, the Participant will forfeit any Fee paid to the Commonwealth.
 - (d) The Participant acknowledges that if it withdraws from the Event in accordance with clause 3.1(a)(i) above within eight weeks prior to the commencement of the Event, the Commonwealth will suffer loss or damage because of the Participant's withdrawal. The Participant further acknowledges that if it withdraws within eight weeks prior to the Event, the Commonwealth may elect to charge the Participant a fee for participation in any future events organised by the Commonwealth.

3.2 Cancellation by the Commonwealth

- (a) The Commonwealth may cancel the Participant's participation in the Event immediately by giving the Participant notice if:
 - (i) the Participant breaches any term of this Agreement or fails to meet any obligation contained in this Agreement and fails to remedy that breach or meet that obligation within 14 days of receiving a notice from the Commonwealth requiring the Participant to remedy the breach or meet that obligation;
 - (ii) the Participant breaches any term of this Agreement which is not capable of being remedied;
 - (iii) the Participant goes into liquidation, has a receiver, receiver and manager, administrator or similar person appointed, enters into a scheme of arrangement with creditors or is unable to pay its debts as and when they fall due;
 - (iv) the Participant or any of its personnel are involved in any conduct, activity or situation which has or may harm, damage or diminish the name or reputation, or the goals or objectives of the Participant or the Commonwealth;
 - (v) the Commonwealth determines in its absolute discretion that attendance at the event poses an unacceptable risk to person, property or national security;
 - (vi) an insufficient number of Participants can be found to participate in the Event; or
 - (vii) the Event is delayed, cancelled or does not proceed.
- (b) If the Commonwealth cancels the Event in accordance with clauses 3.2(a)(i), 3.2(a)(ii) or 3.2(a)(iii) above, the Commonwealth will retain the Fee

- (c) If the Commonwealth cancels the Event in accordance with clauses 3.2(a)(iv), 3.2(a)(v), 3.2(a)(vi) or 3.2(a)(vii) above, the Commonwealth will refund the Fee to the Participant.
- (d) If the Commonwealth cancels the Event in accordance with clause 3.2(a) above, the Participant acknowledges and agrees that the Commonwealth will not be liable to pay compensation, damages or costs to the Participant in respect of the termination, other than the return of the Fee in the circumstances stipulated in clause 3.2 (c) above.

4. Risk, Insurance and Indemnity

4.1 Acknowledgement of Risk

- (a) The Participant acknowledges that its participation in the Event may expose it and its representatives to the risk of damage, loss or harm. The Participant acknowledges and agrees that it will not hold the Commonwealth responsible for any damage, loss or harm it suffers as a consequence of its participation in the Event.
- (b) The Participant acknowledges that it is solely responsible for making itself aware of all relevant information and travel advice available in relation to the country where the Event is taking place, as well as any other countries through which the Participant, its representatives or its Event Items will transit. The Commonwealth strongly recommends that the Participant consider the travel advice issued by the Department of Foreign Affairs and Trade for the country or countries it will be visiting or transiting through (see www.smarttraveller.gov.au).

4.2 Insurance

The Participant must ensure that it takes out appropriate insurance to cover risks which may arise due to the Participant's involvement in the Event, and that the insurance is maintained at all relevant times. The Participant agrees to provide the Commonwealth upon request with proof of insurance cover.

4.3 Indemnity by the Participant

The Participant indemnifies the Commonwealth and all of its officers, employees and agents against any liability or cost which the Commonwealth or any of its officers, employees and agents incur concerning any claim or action by any person arising from any:

- (a) act or omission by the Participant, including negligence of the Participant, arising from the Participant's attendance at the Event or the performance of the Participant's rights or obligations under this Agreement; or
- (b) breach by the Participant of a term of this Agreement.

5. General

5.1 Force Majeure

The Commonwealth will not be liable to the Participant for any loss suffered, nor be in default under this Agreement, for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Commonwealth, or if attendance at the Event is adversely impacted by any of the causes nominated in this clause.

5.2 Intellectual Property

- (a) The Participant grants the Commonwealth a non-exclusive, non-transferable and royalty free licence to use the Participant's brand name(s), logo(s) and trademark(s) on any material related to the Event.
- (b) The Participant grants the Commonwealth the right to use any photographs, video footage or voice recordings of the Participant and or their exhibition space for official use by the Commonwealth for the purposes of promoting Team Australia and or the activities of the Defence Export Unit.
- (c) The Participant shall indemnify the Commonwealth from and against all claims, liabilities, losses (including fines and penalties), damages and costs arising from any claim, suit or action (including legal costs and expenses on a solicitor and own client basis) arising from reliance on information provided by the Participant for use by the Commonwealth or for any breaches of third party intellectual property.

5.3 Applicable law

This Agreement is governed by the laws of the Australian Capital Territory (ACT). The Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the ACT.

5.4 Severability

If any term, condition, provision or covenant contained in this Agreement is determined to be illegal, void, prohibited, invalid or otherwise unenforceable, it will be severed from these terms and conditions and the remaining terms and conditions will survive and remain in full force and effect.

5.5 Survival on termination

All indemnities survive termination of this Agreement.

5.6 Assignment of rights

The Participant may not assign any of its rights under this Agreement without the Commonwealth's written consent, which will not be unreasonably withheld.