

## **"A"**

This is annexure "A" to the Sponsorship Application completed and submitted by the  
Sponsor

# **SPONSOR AGREEMENT**

## **PARTIES:**

**LEISHMAN ASSOCIATES PTY LTD** (ABN 22 103 078 897) ("**We**", "**Us**". "**Our**"), as agent for and on behalf of the **Australian National Committee on Large Dams Incorporated**  
PO Box 323 Penrith, NSW 2751, ABN 52 627 050 014 ("**Host**")

and

**THE SPONSOR IDENTIFIED IN THE SPONSORSHIP APPLICATION, TO WHICH THIS AGREEMENT COMPRISES ANNEXURE "A" ("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**

<b>Expression</b>	<b>Meaning</b>
<b>Agreement</b>	This document, as amended by written agreement from time to time.
<b>Confidential Information</b>	Confidential information pertaining to a party, or to the subject matter of this Agreement, the Event, the Sponsorship Contribution and the Sponsorship Benefits. .
<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 on page 1 of 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 trade marks (whether registered or unregistered) and copyright.
<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, to 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 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 an 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.

## 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 and a word which suggests one gender includes any gender;

- (c) If a word is defined, another part of speech has a corresponding meaning;
- (d) 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. 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;
- (e) A reference to dollars or \$ is to Australian currency unless otherwise specified;
- (f) 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
- (g) This Agreement constitutes the entire agreement between the parties concerning its subject matter and no discussion or correspondence referring to that subject matter shall be binding unless expressly incorporated in this document.
- (h) The parties agree that, to the extent that it is legally permissible to contract out of those laws:
  - (i) the *Frustrated Contracts Act 1978* (NSW) does not apply to this Agreement;
  - (ii) the parties intend this Agreement 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
  - (iii) no other applicable legislation for frustration of contract is to apply to this Agreement.

## **2. SPONSOR ENTERS INTO THIS AGREEMENT FOR ITSELF AND RELEVANT PERSONS**

### **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. Sponsor must ensure compliance by all Relevant Persons**

The Sponsor acknowledges and agrees that it enters into this Agreement for itself and as duly authorised agent for all Relevant Persons and 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 a Sponsorship Application for any reason We deem fit, including that any sponsorship package has been sold out or that We consider that the Sponsor is inappropriate for the Event.

### **3.2. Sponsorship Prospectus and Sponsorship Application**

The Sponsor warrants and agrees that:

- (a) it has received and read the Sponsorship Prospectus thoroughly and that all information provided in the Sponsorship Application is true and correct;
- (b) the Sponsor is not aware of any fact or circumstance, whether actual or potential, that would cause the Sponsor to breach this Agreement, or that may entitle Us to terminate it, including for breach of clause 12.2(b) (termination for disrepute); and

- (c) the individual who accepts these terms and conditions is duly authorised to do so.

#### **4. SPONSORSHIP CONTRIBUTION**

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

The Sponsor must provide the Sponsorship Contribution in the sum(s) of money and 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:

- (a) as to 50% of the Sponsorship Contribution, within 14 days of the date of Our tax invoice, or 30 days before the commencement of the Event, whichever is earlier; and
- (b) as to the remaining 50% of the Sponsorship Contribution, within 14 days of the date of Our payment reminder, or 30 days before the commencement of the Event, whichever is earlier,

in the manner specified in the Sponsorship Prospectus.

##### **4.2. 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.

#### **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 must at all times comply with the Venue Rules and all directions issued by Us or the venue operator. We and the operator of each venue have the right, if the Sponsor does not comply with the Venue Rules, to eject the Sponsor and Relevant Persons 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, ETC, OF EVENT**

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

The Sponsor acknowledges and agrees that We do not make and have not 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 may make or have made concerning the Event, its likely attendance, or information or statistics that We may provide or have provided concerning previous events, are/were provided in good faith, but they are not binding upon Us and the Sponsor warrants that it has not relied and will not rely on them.

## **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 21; and
- (n) comply promptly with Our reasonable and lawful directions, those of Our contractors and those of the relevant venues.

### **7.2. Virtual Events**

If the Event is wholly or partly to be conducted by virtual (i.e., online) means:

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

## **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. The Sponsor agrees that it must pay GST, at the prevailing rate, on the Sponsorship Contribution.

## **9. CANCELLATION OF THE EVENT BY US/HOST; CANCELLATION OF SPONSORSHIP BY SPONSOR**

### **9.1. We/Host may cancel the Event**

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 control or the control of the operator of the Venue.

### **9.2. We are not liable if the Event is cancelled**

Subject to clause 9.4, the Sponsor agrees that We have no 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**

- (a) Subject to paragraph (b) of this clause, if We 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 varied, but not cancelled and the provisions of clause 17 will apply.
- (b) If a component of the Event is effectively cancelled as a result of a variation of the Event, and the Sponsorship Benefits are connected solely to that component, We will refund all monies paid, unless the parties agree in writing on alternative Sponsorship Benefits.

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

Where the Event is cancelled (but not varied or postponed), We will notify the Sponsor of such cancellation by email and We will refund all monies paid.

### **9.5. Cancellation of Sponsorship by Sponsor**

- (a) Subject to paragraph (b), the Sponsor may, by email to Us, cancel the Sponsorship for any reason, at any time before the date that is 30 days before the commencement of the Event (but not later), whereupon:
  - (i) the Sponsor must pay 50% of the Sponsorship Contribution; and
  - (ii) if, at the date of the Sponsor's notice, the Sponsor has paid more than that sum, We will refund the difference.

For the avoidance of doubt, the Sponsor may, by email to Us, cancel the Sponsorship after the date that is 30 days before the commencement of the Event, but the Sponsor must pay the Sponsorship Contribution in full and no refund will be given.

- (b) For the purposes of this clause 9.5(b):
  - (i) "Force Majeure" includes (but only if it has a Relevant Effect), war, civil disturbance, acts of terrorism, strikes and lock-outs, natural disasters (whether naturally occurring or caused by human act or omission) including fire, flood and storm, volcanic or seismic activity, power and communication outages, and any declared public health emergency, epidemic or pandemic (including COVID-19); and
  - (ii) "Relevant Effect" means that the Force Majeure has (or will, with reasonable certainty, have) the direct effect of making it unlawful or practically impossible for the Sponsor to attend the Event or to "man" any related exhibition for which the Sponsor may have registered for Event.

If Force Majeure occurs, the Sponsor may, at any time before the commencement of the Event, notify Us by email that the Sponsor wishes to cancel its Sponsorship, giving particulars of the Force Majeure and the Relevant Effects (a "Force Majeure Cancellation Notice"). Upon receipt of a Force Majeure Cancellation Notice, We will consider it in good faith and if, acting reasonably, We accept the particulars given, We will refund all monies We have received under this Agreement, less a fee of five hundred dollars (\$500) including GST, to cover administration and other costs.

## **10. SPONSOR TO PROVIDE MATERIALS AND INFORMATION**

### **10.1. 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 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. We are not liable to the Sponsor for any delay in or failure to provide Sponsorship Benefits if the Sponsor does not comply with this clause.

### **10.2. Sponsor warranties re information and materials provided**

The Sponsor warrants that all information and materials provided to Us are accurate, not misleading or deceptive, comply with all applicable laws and any applicable code of conduct or ethics, 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.

### **10.3. We may refer to Sponsor in promotional materials for the Event**

We 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, and use the information and materials provided under this clause 10.

## **11. SUSPENSION AND EJECTION**

### **11.1. Suspension and ejection rights**

If We, 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 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, and the exercise of this remedy is not Our exclusive remedy.

## **12. TERMINATION**

### **12.1. Termination for cause—general**

Either 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

7 days, or such lesser reasonable period, given the proximity of the breach to the Event date(s) after receipt of a notice by the Terminating 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.

#### **12.2. Our additional termination rights**

We may terminate this Agreement by written notice to the Sponsor if:

- (a) the Sponsor fails to pay the Sponsorship Contribution, or any part of it, by the due date for payment or supply; and/or
- (b) if the Sponsor commits (or has committed) any act or omission which, in Our reasonable opinion, may cause disrepute or materially damage Our reputation, or that of the Event.

#### **12.3. Sole rights of termination**

The rights of termination in this clause 12 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 except as otherwise expressly excluded or limited under this Agreement.

#### **12.4. 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) any and all rights and remedies, which had accrued to the benefit of the parties to the date of termination, survive.

### **13. LIMITATION AND EXCLUSION OF LIABILITY**

#### **13.1. Limitation of Our liability**

Subject to clause 13.2:

- (a) Our total aggregate liability and the liability of 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 Tasmania, or in any other jurisdiction, and for any loss (including personal injury), damage or expense (including legal costs and disbursements).
- (c) Where 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, 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.

### **13.2. Exclusion of certain liabilities**

We are not liable to the Sponsor or any Relevant Person, for loss of profit loss of savings, loss of savings, loss of opportunity, damage to reputation and/or indirect and consequential loss

## **14. INDEMNITY AND RELEASE AND LOSSES WE MAY RECOVER**

### **14.1. Indemnity and release**

The Sponsor must indemnify, and hereby release Us and Our 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 14.2, 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 sole remedy for the matters referred to in this clause. We may, in addition, or in the alternative, pursue any other remedy under this Agreement or under the law.

### **14.2. 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 obligations that We 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.

## **15. INTELLECTUAL PROPERTY**

### **15.1. 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.

### **15.2. Licence of Sponsor's Intellectual Property to Us**

The Sponsor grants to Us a world-wide, non-exclusive, non-transferrable (except in the case of permitted assignment or novation of this Agreement) 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. 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

## **16. CONFIDENTIAL INFORMATION AND PRIVACY**

### **16.1. Non-disclosure**

A party must not disclose any Confidential Information of the other party to a third party, excepting that 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.

### **16.2. Privacy**

At all relevant times the parties must comply with all applicable privacy laws.

### **16.3. Consent of Sponsor**

The Sponsor grants its irrevocable consent to Our disclosure of the Sponsor's Confidential Information and personal information to the Host.

## **17. VARIATION AND POSTPONEMENT OF EVENT**

### **17.1. We may vary Event**

The Sponsor acknowledges and agrees that the Event is subject to variation by Us at any time and from time to time for any reason, 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, 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, moved to a different primary venue or converted to a fully on-line or "virtual" event, We will give the Sponsor notice of the relevant variation(s). 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.

#### **17.2. Sponsor's entitlement to refund in certain cases**

If the Event is postponed, moved to a different primary venue or converted to a fully on-line or "virtual" event, the Sponsor may notify Us within 14 days of cancellation of the Sponsorship and a full refund will be provided within 30 days of the end of the Event. If the Sponsor does not notify Us of such cancellation within the aforementioned 14-day period, the Sponsor is deemed to have accepted the variation and the Sponsorship remains on foot and the Sponsorship Contribution is payable in full.

### **18. ASSIGNMENT AND NOVATION**

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

The Sponsor must not assign or novate this Agreement without Our prior written consent. We may novate or assign this Agreement to any party nominated by Us. If We 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:

- (a) the Sponsor consents to the assignment or novation as the case may be;
- (b) the assignee/novatee agrees to comply with any provisions of this Agreement and perform any outstanding obligations under this Agreement; and
- (c) the Sponsor releases Us from further liability under this Agreement and in connection with the Event,

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

### **19. NOTICES**

#### **19.1. 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 email. Notices to Us must be sent to the following addresses:

**Email:** kim@laevents.com.au

**Attention:** Kim Murray

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 email address 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.

#### **19.2. When served**

A notice given:

- (a) 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

- (b) 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.

## **20. FURTHER ASSURANCES**

### **20.1. 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.

## **21. COVID-19 SAFETY**

### **21.1. 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.

### **21.2. On entry and while attending**

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

- (a) complies with all applicable laws and health directives concerning COVID-19;
- (b) complies with and submits to contact tracing protocols and procedures for COVID-19 safety;
- (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) reports, to Event staff any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, and follows all reasonable directions given by Event staff. If requested to leave the venue, he/she must comply with that request.

### **21.3. After the Event**

If, after the Event, any Relevant Person is diagnosed with COVID-19, he/she must promptly advise Us and his/her medical practitioner of his/her attendance at this Event and comply with all lawful contact-tracing requirements.

## **22. GOVERNING LAW AND JURISDICTION**

### **22.1. Tasmanian law and jurisdiction**

This Agreement shall be created, performed, interpreted and enforced in accordance with the laws applicable in Tasmania, Australia and the parties submit to the non-exclusive jurisdiction of the

courts of that place.

THE SPONSOR ACCEPTS THESE TERMS  
AND CONDITIONS ON ITS OWN BEHALF AND  
ON BEHALF OF ALL RELEVANT PERSONS