



Shell Stand Exhibitor Agreement

PART A: TERMS SHEET

Exhibition details	Exhibition	2019 Australasian Gaming Expo
	Venue	International Convention Centre Darling Drive, Sydney NSW 2000
	Venue Host	ICC Sydney Pty Ltd
	Bump-In Period	Such period as notified by the Organiser between 8 August 2019 and 12 August 2019
	Bump-Out Period	Such period as notified by the Organiser between 15 August 2019 and 16 August 2019
	Exhibition Period	13 August 2019 to 15 August 2019

Exhibitor	Company Name:	<input type="text"/>	
	Stand Name:	<input type="text"/>	
	ABN:	<input type="text"/>	Website: <input type="text"/>
	Address:	<input type="text"/>	
Stand Contact Person	Name:	<input type="text"/>	Position: <input type="text"/>
	Phone:	<input type="text"/>	
	Email:	<input type="text"/>	

Exhibition Stand	Number: <input type="text"/>	Total square metres: <input type="text"/>
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Fees	Price per square metre:	<input type="text"/>
	Total Price (incl. GST):	<input type="text"/>

Invoice Amount	Deposit:	Invoice Date	First Invoice Date:
	Balance:		Second Invoice Date:

Organiser	Company:	Gaming Technologies Association Ltd
	ABN:	ABN 70 060 130 770
	Address:	Level 10, 20 Martin Place, Sydney, NSW 2000
	BPAY details:	Biller code: 716597
	EFT/direct deposit details:	Bank: National Australia Bank Account name: Gaming Technologies Association Limited BSB: 082 332 Account number: 62 897 3094 SWIFT code: NATAAU3302S Note: Include invoice number in transaction description.

Stand Sales	Contact person:	Judy Rayner
	Phone:	+61 417 990 000
	Email:	sales@raynersalesmarketing.com.au

Shell Stand - PART B

Exhibition Terms & Conditions

Note: Undefined terms used in these Terms and Conditions have the meaning set out in Part A (Terms Sheet).

1. Term

This Agreement commences on the day on which it is signed by the Exhibitor and expires on 17 August 2019, unless terminated earlier in accordance with its terms.

2. Access to Venue

- 2.1. Subject to the Exhibitor complying with its obligations under this Agreement, the Organiser will:
 - 2.1.1. provide the Exhibitor with access to the Venue during the Bump-In Period, Exhibition Period and Bump-Out Period;
 - 2.1.2. provide the Exhibitor with use of the Exhibition Stand Area during the Exhibition Period; and
 - 2.1.3. arrange for construction of the Exhibitor's exhibition stand (**Exhibition Stand**).

3. Venue and Floor Plan

- 3.1. The Organiser will provide the Exhibitor with a copy of the designated floor plan for the Exhibition (**Floor Plan**).
- 3.2. After expiration of the Exhibition Period and before the expiration of the Bump-Out Period, the Exhibitor must vacate the Venue and remove any equipment, items or possessions brought into the Venue by the Exhibitor, its representatives and invitees (**Representatives**).
- 3.3. The Exhibitor acknowledges that if the Venue is not vacated in accordance with clause 3.2, the Venue Host may charge the Organiser a Venue hire fee per day (**Late Charge**) which as at the date of this Agreement is currently \$78,000 but may be greater as determined by the Venue Host.
- 3.4. If the Exhibitor fails to comply with clause 3.2, without limitation to any other right or remedy:
 - 3.4.1. the Exhibitor must pay to the Organiser a pro rated portion of the Late Charge that is attributable to its failure to vacate the Venue before the expiration of the Bump-Out Period (as reasonably determined by the Organiser) if a Late Charge is imposed on the Organiser; and
 - 3.4.2. the Organiser may remove from the Venue and if required, store any such equipment, items or possessions and charge the Exhibitor a reasonable cost for doing so.
- 3.5. The Organiser reserves the right to vary the Floor Plan, including but not limited to the Exhibition Stand Area, where reasonably required.

- 3.6. If the Organiser exercises its rights under clause 3.5 in such manner as to adversely affect the Exhibitor's participation in the Exhibition, as reasonably determined by the Exhibitor, the Exhibitor may terminate this Agreement.

4. Payment

- 4.1. The Organiser will invoice the Exhibitor:
 - 4.1.1. the Deposit by the First Invoice Date;
 - 4.1.2. the Balance by the Second Invoice Date.
- 4.2. The Exhibitor must pay any invoice in full within 14 days of the date of the invoice.
- 4.3. In the event that full payment for any invoiced amount is not received by the Organiser within the time specified in clause 4.2 and the Organiser has provided 7 days' notice of non-payment, the Organiser may, at its absolute discretion:
 - 4.3.1. terminate this Agreement; or
 - 4.3.2. withhold the provision of any services or benefits to the Exhibitor under this Agreement.
- 4.4. Payment may be made by Bpay, EFT, credit card or Direct Deposit.
- 4.5. In the event that the Exhibitor cancels the Exhibition Stand and the cancellation is not as a result of any default by the Organiser or termination by the Exhibitor under clause 3.6, the Exhibitor will:
 - 4.5.1. forfeit all monies paid under the Agreement.

5 Exhibitor's obligations

- 5.1. The Exhibitor must, and must procure that its Representatives comply with:
 - 5.1.1. the terms of this Agreement, including the requirements of the Exhibitor Manual;
 - 5.1.2. all reasonable requests and directions of the Organiser and the Venue Host including, but not limited to, any directions or requests in relation to:
 - 5.1.2.1. acceptable sound level limits; and
 - 5.1.2.2. security, crowd control and emergency evacuation;
 - 5.1.3. any relevant or applicable permit, approval, licence, consent or authority, obtained by or on behalf of the Venue Host, Venue or the Organiser, including but not limited to the Venue Host's APRA licence; and

5.1.4 the Venue Host's policies, procedures and specifications provided to the Exhibitor from time to time.

5.2 The Exhibitor represents and warrants that it will comply with all applicable laws, regulations and industry standards, including but not limited to the Work Health and Safety Act 2011 (NSW) (**WHS Act**) and not do anything which would cause the Organiser to breach these requirements.

5.3 The Exhibitor:

5.3.1 must at its expense, obtain and comply with all permits, approvals, licences, consents and authorities legally required for its participation in the Exhibition;

5.3.2 will be responsible for safe conduct of the Representatives in the Exhibition Stand Area, the proper and safe use of the Venue and the safe handling and security of cash that it receives and/or other valuables at the Exhibition;

5.3.3 will pay all governmental taxes and levies due in respect of, or as a result of, its participation in the Exhibition by the due date for payment; and

5.3.4 must ensure that all Representatives (including any suppliers) are continuously and properly supervised at the Venue.

5.4 The Exhibitor must, and must procure that its Representatives:

5.4.1 maintain a high standard of quality and professionalism in exhibiting at the Venue, using best industry practice;

5.4.2 not cause any damage to the Venue, its fixtures, fittings or any other equipment or property at the Venue;

5.4.3 not do or permit anything to be done that would cause the Organiser or the Venue Host to:

5.4.3.1 suffer any loss or damage; or

5.4.3.2 breach any legal requirements or any permit, approval, licence, consent or authority held in relation to the Venue or the Exhibition; and

5.4.4 not bring anything in to the Venue which in the Organiser's reasonable opinion is dangerous, flammable, volatile, explosive, toxic, disorderly, noisome, offensive, immoral, unlawful or inconsistent with the purpose of this Agreement or the Venue.

6 Acknowledgements and Warranties

6.1 The Exhibitor acknowledges that:

6.1.1 the Organiser has entered into a hiring agreement for the Venue with the Venue Host (**Hiring Agreement**); and

6.1.2 under the Hiring Agreement, the Venue Host has

imposed upon the Organiser a number of obligations in relation to the Exhibition and use of the Venue,

and agrees to provide reasonable assistance to the Organiser to ensure that the Organiser complies with its obligations under the Hiring Agreement when reasonably requested by the Organiser.

6.2 The Exhibitor represents, warrants and undertakes to the Organiser that:

6.2.1 it is a limited liability company, duly and validly incorporated with full power to enter into, and to exercise its rights and perform its obligations under this Agreement;

6.2.2 the entry into and the exercise of its rights and the performance of its obligations under this Agreement will not constitute any breach of any of its contractual obligations or any applicable law, nor conflict with its constitutional documents; and

6.2.3 it will not knowingly make any political statement or other statement or representation or take any action which is any way criticising, damaging or detrimental to the reputation of the Venue Host, the Organiser or their respective affiliates.

7 Equipment and Exhibition Items

7.1 The Exhibitor may, during the Bump-In Period install its equipment and Exhibition items and remove its Exhibition items and equipment during the Bump-Out Period in accordance with the Floor Plan and any other specifications and directions provided by the Organiser (**Work**).

7.2 The Exhibitor must ensure that any person carrying out the Work:

7.2.1 complies with:

7.2.1.1 all relevant Work Health and Safety legislation, including, without limitation, the WHS Act; and

7.2.1.2 the Exhibitor Manual;

7.2.2 is:

7.2.2.1 sufficiently skilled, qualified and experienced to undertake the Work having regard to the size, scale and location of the Work; and

7.2.2.2 authorised and licensed (as required by work, health and safety legislation) to carry out the Work and comply with any conditions of such authorisation or licence and has prescribed qualifications or experience;

7.3 The Exhibitor must, if requested by the Organiser or required by law, procure any person that carries out Work:

7.3.1.1 provide evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience or any other information relevant to work, health and safety

to the satisfaction of the Organiser, before the person commences the Work; and

- 7.3.1.2 execute a deed poll in favour of the Organiser, undertaking compliance with Work Health and Safety legislation.

7.4 If the Exhibitor carries out any Work, the Exhibitor must ensure that it complies with the requirements of clause 7.2 in relation to the Exhibitor itself.

8 Exhibition Activities

The Exhibitor must not, and must procure that its Representatives do not:

- 8.1 sublet or share the Exhibition Stand Area;
- 8.2 canvass or distribute promotional material other than from within the boundaries of the Exhibition Stand Area (as designated in the Floor Plan);
- 8.3 erect, display or distribute anything in the Venue or make any alterations to the Venue without the Organiser's or the Venue Host's prior written approval;
- 8.4 conduct any collections, whether for charity or otherwise, in the Venue without the Organiser's or the Venue Host's prior written approval; or
- 8.5 use any logos, trade marks or other intellectual property rights owned by, or licensed to, the Venue Host or the Organiser, without the Venue Host's or the Organiser's prior written consent, respectively.

9 Insurance:

The Exhibitor must effect and maintain the following insurances for the Exhibition with a reputable insurer and on terms acceptable to the Organiser and, if requested by the Organiser, provide the Organiser with certificates of currency in respect of these insurances at least 28 calendar days before the Bump-In Period:

- 9.1 public and products liability insurance which:
- 9.1.1 insures against all risks of physical loss or damage to property of every kind, where the occurrence happens during the period commencing at the beginning of the Bump-In Period and expiring at the end of the Bump-Out Period, or any other period during which the Venue Host or Organiser grant the Exhibitor access to the Venue including the Exhibition Period;
- 9.1.2 insures against all risks of personal injury to any person at, in or upon the Exhibition or the Venue, where the occurrence happens during the periods referred to in clause 9.1.1; and
- 9.1.3 is for a limit of liability, for public liability insurance, of a minimum of \$20 million for any one occurrence, and for products liability insurance of a minimum of \$20 million in the aggregate;
- 9.2 workers' compensation or equivalent policy of insurance which complies with all relevant statutory or

other legal obligations; and

- 9.3 any other insurance that the Exhibitor is required to effect by law.

10 Health and Safety Laws

- 10.1 The Exhibitor must provide the Organiser with a written copy of its work health and safety program (**WHS Program**) at least 30 calendar days prior to the start of the Exhibition Period. The Organiser may, if required by the Venue Host, provide the Exhibitor's WHS Program to the Venue Host.
- 10.2 If the Exhibitor fails to provide:
- 10.2.1 a copy of the Exhibitor's WHS Program by the time specified in clause 10.1; or
- 10.2.2 a satisfactory WHS Program (as determined by the Organiser, acting reasonably),
- then under clause 10.1, the Organiser may, at its sole discretion, immediately terminate this Agreement upon written notice to the Exhibitor.
- 10.3 If requested by the Organiser, the Exhibitor must provide evidence that the Exhibitor has obtained all relevant or necessary permits, approvals, licences, consents and authorities for its attendance at, and participation in, the Exhibition. The Exhibitor agrees that the Venue Host and/or the Organiser may at any time conduct an audit of the Exhibitor's workplace health and safety systems to ensure compliance with this clause 10 and may require the Exhibitor to remedy any breach of any relevant obligations under this Agreement or at law.
- 10.4 The Venue Host and the Organiser (and their respective representatives) may refuse admission to, or cause to be removed from, the Venue any person whose behavior is objectionable, disorderly, improper or undesirable.

11 Termination

- 11.1 If a party breaches any provision of this Agreement (**Breaching Party**), the other party (**Affected Party**) may, at its option:
- 11.1.1 provide written notice to the Breaching Party requiring it to rectify the breach within a reasonable time; and/or
- 11.1.2 rectify the breach and require the Breaching Party to pay to the Affected Party any costs reasonably incurred by it in so doing.
- 11.2 The Affected Party may terminate this Agreement by providing written notice to the Breaching Party if the Breaching Party breaches any term of this Agreement (including any payment obligation) and fails to rectify the breach to the Affected Party's satisfaction within the time specified in any notice issued under clause 11.1.1.
- 11.3 Either party may terminate this Agreement by providing

written notice to the other party if any warranty or undertaking given by the other party under this Agreement is incorrect or misleading in any way.

- 11.4 The Organiser may terminate this Agreement by providing written notice to the Exhibitor if:
- 11.4.1 the Exhibitor fails to comply with any request or direction made or given by the Venue Host or the Organiser under this Agreement;
 - 11.4.2 the Organiser reasonably considers that the use or continued use of the Venue or the Exhibition Stand Area by the Exhibitor is likely to:
 - 11.4.2.1 breach any law;
 - 11.4.2.2 cause damage to the Venue or the property of any third party;
 - 11.4.2.3 cause injury to any person; or
 - 11.4.2.4 cause material damage to the reputation or goodwill of the Venue Host, the Organiser or their respective affiliates.
 - 11.4.3 If the Organiser terminates this Agreement under this clause 11, then without limitation to any other rights or remedies the Organiser may have (including rights to recover any unpaid Balance), the Organiser may retain any monies paid to it by the Exhibitor under this Agreement.
- 11.5 If the Exhibitor terminates this Agreement under clauses 3.6 or 11.2, then in addition to any other rights or remedies the Exhibitor may have, the Organiser will refund any amounts paid by the Exhibitor in respect of any services which have not been supplied by the date of termination.

12 Liability

- 12.1 The Exhibitor uses and occupies the Exhibition Stand Area, Venue and its facilities at its own risk.
- 12.2 The Exhibition and any structures to be erected, products displayed, equipment and any other thing brought into the Venue by the Exhibitor or its representatives (**Event Items**) is at the sole risk of the Exhibitor. The Organiser is not responsible for any damage to, or theft of, the Event Items while in the Venue, except to the extent that such damage or theft was caused by the Organiser's breach of law or negligence.
- 12.3 The Exhibitor is responsible for:
- 12.3.1 anything done in or to the Venue by the Exhibitor or its Representatives; and
 - 12.3.2 anything constructed or brought into the Venue for, or in relation to, the Exhibition or the Exhibition Stand Area by or on behalf of the Exhibitor or its Representatives.
- 12.4 If the Exhibitor or its Representatives cause any damage at the Venue or in relation to the Exhibition, the

Exhibitor must, without limitation to any other right or remedy of the Organiser, pay the Organiser the actual cost incurred by the Organiser and/or the Venue Host to repair the damage or to replace any equipment that is beyond repair.

- 12.5 To the fullest extent permitted by law:
- 12.5.1 the Exhibitor releases the Organiser, the Venue Host and their representatives from any and all liability resulting from:
 - 12.5.1.1 any accident, loss, damage or injury to persons or property occurring at the Venue;
 - 12.5.1.2 any loss or damage suffered by any person(s) arising out of the exercise of any right or discretion by the Organiser under this Agreement or the Venue Host under the Hiring Agreement,but excluding any loss or damage to the extent that it is caused by the negligence of the Organiser or the Venue Host.
- 12.6 The Organiser, the Venue Host and their respective representatives do not have any liability (whether in contract, tort (including negligence) or otherwise at law) to the Exhibitor or its Representatives, nor is the Exhibitor, or its Representatives, entitled to make any claim in respect of any Indirect Loss incurred or sustained by the Exhibitor or its Representatives. Indirect Loss means any loss, cost, damage or expense which is indirect, and any loss of profits, revenue, income, business, business opportunity, contract, reputation, goodwill or any direct or indirect financing costs or penalties or damages payable under agreements in each case whether direct or indirect.

13 Indemnity

- 13.1 The Exhibitor indemnifies the Organiser from and against any and all loss or damage, whether direct or indirect (including but not limited to loss of profits, damage to reputation and/or legal fees), arising out of:
- 13.1.1 any breach by the Exhibitor or its Representatives of this Agreement, including but not limited to any failure to comply with any law;
 - 13.1.2 the Exhibitor's failure or the failure of its Representatives to comply with a request or direction made or given by:
 - 13.1.2.1 the Venue Host; or
 - 13.1.2.2 the Organiser;
 - 13.1.3 claims by any person against the Organiser or the Venue Host or their representatives in respect of personal injury or death, or loss of or damage to any property, caused by the Exhibitor's (or its Representatives') use of the Exhibition Stand Area or the Venue;
 - 13.1.4 any infringement or alleged infringement of

intellectual property rights by the Exhibitor or its Representatives;

13.1.5 the information provided by the Exhibitor to the Organiser under this Agreement not being true and correct in all respects; and/or

13.1.6 the Exhibitor failing to complete a contract with a third party.

13.2 The Organiser indemnifies the Exhibitor from and against any and all loss or damage, whether direct or indirect (including but not limited to loss of profits, damage to reputation and/or legal fees), arising out of any breach by the Organiser of this Agreement, including but not limited to any failure to comply with any law.

13.3 Each party (**Indemnifying Party**) must reimburse the other party (**Indemnified Party**) for any and all costs reasonably incurred by the Indemnified Party in connection with the Indemnified Party taking steps seeking to recover money due to it under this Agreement.

14 Force Majeure

14.1 Neither party will be liable for any delay in performing its obligations under this Agreement if such failure is due to an act, omission or circumstance beyond its reasonable control, including but not limited to circumstances where the Venue Host cancels or postpones the Exhibition for any reason.

14.2 Where the Venue Host cancels the Exhibition for any reason, the Organiser will use its best endeavours to:

14.2.1 find an alternate venue for the Exhibition; or

14.2.2 reschedule the Exhibition to an alternate date.

15 GST

15.1 In this clause 15:

15.1.1 words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in GST Law;

15.1.2 GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999.

15.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

15.3 If GST is payable by a supplier on any supply made under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

15.4 The recipient will pay the amount referred to in clause 15.3 in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

16 General

16.1 The Exhibitor acknowledges and agrees that the Venue Host (or its nominated provider) will be the exclusive provider of:

16.1.1 all IT and telecommunications services at the Venue;

16.1.2 all security services at the Venue, subject to clause 5.3.2; and

16.1.3 all loading dock services and related services at the Venue.

16.2 Nothing in this Agreement creates a partnership, joint venture, relationship of employment, agency or similar relationship between the parties.

16.3 Any approvals or consents provided by the Organiser or the Venue Host under this Agreement or in connection with the Exhibition does not affect the obligations of the Exhibitor to comply with the terms of this Agreement.

16.4 This Agreement will be governed by and interpreted in accordance with the laws of New South Wales, Australia and the parties submit to the jurisdiction of the courts of that State.

16.5 This Agreement may only be amended by a document in writing signed by each of the parties.