

Australian Promotional Expo 2012 Terms & Conditions

1. DEFINED TERMS

The term "Event" means The Australian Promotional Expo, scheduled to be held on July 26th - 27th, 2012, (the "Event Dates") at Melbourne Convention & Exhibition Centre, South Wharf. The Event is owned, produced and managed by Promotional ("PromoDirect"). As used hereinafter, the term "Organiser" means, collectively, PromoDirect, and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by PromoDirect in the manner stated below and (ii) each of its officers, directors, employees, contractors, agents, representatives and/or invitees, as applicable. The term "prospective exhibitor" means, collectively, the company or person that applied for exhibit space rental but it yet to receive contract acceptance from PromoDirect (as set out in Clause 3). The term "contract acceptance" is as in the manner set out in Clause 3 of these terms and conditions for the event (previously defined above). The term "product classification" refers to the areas, services and/or products which exhibitors supply and/or present at the event of a similar nature or to a similar market.

2. PURPOSE

The primary purpose of the Event and PromoDirect-sponsored shows is to provide distributors exposure to suppliers' promotional products, premiums and business gifts and to provide appropriate educational forums and opportunities. The secondary purpose of PromoDirect sponsored shows is to provide distributor principals and their qualified designees and other members exposure to members' business services and products that facilitate and enhance the supply chain of suppliers' products through distributors to end users. Excluded from this purpose are the sellers and/or lessors of manufacturing equipment, machinery, parts or materials used in the production or decoration of a product. Machinery can be exhibited only if the purpose is to show how products are decorated or imprinted. However, no machinery may be exhibited unless it meets the above guidelines and has express permission from PromoDirect before the show and is confirmed by acceptance from PromoDirect in the manner stated below. PromoDirect reserves the right to decline any request if it is not in the best interest of the show and the surrounding exhibitors. This includes, but is not limited to, machinery with rapidly moving parts, machinery with exposed lasers or machinery that is extremely large. Functionally, members qualified under the secondary purpose would be allowed to exhibit in a designated area, with hours that are concurrent to the show. Exhibit location within these areas is based on the traditional priority system.

3. CONTRACT ACCEPTANCE

Any agreements or contracts with regard to the event shall become binding and effective only when it has been signed by Exhibitor and counter-signed by a duly authorized representative of PromoDirect or by some form of written acceptance which will clearly state that the prospective exhibitor has been qualified and PromoDirect agree that the prospective exhibitor is confirmed to attend. Receipt of registration is not confirmation of contract acceptance. Contract acceptance is not finalized until deposit payment has been received and processed. Once a legal entity, whether a company, partnership, sole trader or any other legal entity qualifies, to the defined prospective exhibitor term, all terms and conditions are binding and effective. PromoDirect are authorised to use any payment method on file including but not limited to credit card and account credits which have previously been used to process payments to PromoDirect or any related parties. These methods may be used to reconcile any due or outstanding payments by exhibitors.

4. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organiser nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organiser nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

5. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to PromoDirect), and hold Organiser and the Exhibit Facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable legal fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event; (b) a breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

6. LIMITATION OF LIABILITY

Under no circumstances shall Organiser or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organiser's maximum liability under any circumstance exceed the amount actually paid to PromoDirect by Exhibitor for ex-

hibit space rental pursuant to this contract. Organiser makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

7. QUALIFICATIONS OF EXHIBITOR

PromoDirect, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. All qualified exhibitors must be current members of www.promodirect.com.au at time of sign up and exhibition. Any exhibitors not wanting to advertise must exhibit at non-member rates which are available at www.promoexpo.com.au. Eligibility is generally limited to supplier, Business Services Non-exhibitor and Business Services Exhibitor, who are in good standing with the organiser and current in payment of dues and all other charges invoiced by PromoDirect. PromoDirect reserves the right to restrict or remove any exhibit which PromoDirect, in its sole discretion, believes is objectionable or inappropriate. PromoDirect also reserves the right to restrict any and all exhibitors as it sees are not suitable to the purposes (outlined in Clause 2) of the event. PromoDirect reserves the right, at its sole discretion, to limit the number of prospective exhibitors within each product classification.

8. ATTENDEE INFORMATION

PromoDirect, at its sole discretion, may or may not distribute attendee information in strict accordance with the relevant privacy acts and/or regulations.

9. ASSIGNMENT OF SPACE

Initial assignments of space will be determined by space allocation. An historical priority system governs the order in which companies will be assigned exhibit space. However, only companies returning the signed contract by the designated deadline dates as determined and published by PromoDirect are eligible to participate in priority space assignment. Following the space allocation, space will be assigned on a first-come, first-serve basis. Exhibit space shall be assigned by PromoDirect in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. PromoDirect reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to, or during the Event, if PromoDirect, in its sole discretion, determines that to do so is in the best interest of the Event. PromoDirect must review all stand options chosen by an exhibitor, including but not limited to, custom and space only booths/stands.

9.1. SPACE ASSIGNMENT FOR GROUPS

Exhibitors that are not affiliated by common ownership who want to exhibit in a group will be assigned space based on, but not limited to, previous written agreement with PromoDirect.

10. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to the Organiser with evidence of receipt. If written notice of cancellation is received after April 6, 2012, all paid exhibit fees and promotional opportunity fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to April 6, 2012, Exhibitor will be liable for 50% of the total exhibit fees and any other fees including, but not limited to, promotional opportunity fees. Companies are liable for 100% of total exhibit fees if cancellation is received after 6 May, 2012 or if full payment has been processed. Please note that the marketing of the promotional opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries the Organiser will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organiser to sustain damages. In this situation, the Organiser's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. PromoDirect reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

11. CANCELLATION BY PROMODIRECT

If Exhibitor fails to make a payment required by this contract in a timely manner, PromoDirect may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. PromoDirect reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to PromoDirect. PromoDirect is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. PromoDirect may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on PromoDirect's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

12. CANCELLATION OF THE EVENT

If PromoDirect cancels the Event due to circumstances beyond the reasonable control of PromoDirect (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), PromoDirect shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organiser to Exhibitor. PromoDirect reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If PromoDirect changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates

on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but PromoDirect shall assign to Exhibitor, in lieu of the original space, such other space as PromoDirect deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If PromoDirect elects to cancel the Event other than for a reason previously described in this paragraph, PromoDirect shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organiser to Exhibitor.

13. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by PromoDirect. If Exhibitor fails to install its display in its assigned space by the time outlined in the exhibitor manual, or leaves its space unattended during Exhibit hours, PromoDirect shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by PromoDirect.

14. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to PromoDirect a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in PromoDirect promotional materials. PromoDirect shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. PromoDirect may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any PromoDirect promotional purpose.

15. CARE OF EXHIBIT FACILITY

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

16. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary identification numbers and permits and for paying all license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

17. INSURANCE

Although PromoDirect have undertaken event insurance it is required that the Exhibitor shall, at its own expense, secure and maintain through the term of this contract, their company and personal insurance as to a sufficient level to remedy any breach outlined throughout the events terms and conditions. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to PromoDirect, shall be furnished to PromoDirect thirty (30) days before the first day of the Event. Certified copies of the Certificates of Insurance or policies shall provide that they may not expire or be cancelled prior to the conclusion of the event.

18. COPYRIGHTED MATERIALS

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

19. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with Australian Safety Standards.

20. ADDITIONAL TERMS AND CONDITIONS

PromoDirect has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and nonrefundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, PromoDirect in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of PromoDirect. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

21. EXHIBITOR MANUAL

PromoDirect will distribute an Exhibitor Manual to all exhibitors. The Exhibitor Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

22. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by PromoDirect in its sole discretion. PromoDirect may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by PromoDirect as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Manual and any additional rules or regulations adopted by PromoDirect) from time to time states the entire agreement of the parties with respect to the subject matter hereof.