

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Agreement

Subject to section 2.1, this agreement between us and the Exhibitor consists of the following documents:

- (a) these terms and conditions;
- (b) Display Regulations;
- (c) General Information;
- (d) Exhibitor Manual;
- (e) Rules of the Marina; and
- (f) the Application.

To the extent of any inconsistency between the documents, the document listed earlier prevails.

This agreement may be amended from time to time in accordance with section 11. The latest version of documents (a) to (f) above can be obtained from the Website (www.sanctuarycoveboatshow.com.au), except for the Rules of the Marina which can be obtained at Sanctuary Cove Marina Office.

- 1.2 Defined terms certain capitalised words and phrases have the meaning given to them in section 13.

2. EXHIBITOR LICENCE

1.3 Application and acceptance

- (a) Any person (except an individual under 18 years of age) may apply to become an Exhibitor by completing an Application. By completing the application in respect of a vessel you warrant that you have authority to exhibit the vessel, and will, on request from us, provide a copy of that authority to us.
- (b) We may contact the Exhibitor to discuss their Application. If Exhibitor's preferred Display Space is not available, we may consult with the Exhibitor about alternative Display Space.
- (c) We may offer the Exhibitor a licence of Display Space by sending the Exhibitor details of the Display Space and an invoice for the Application Fee and Deposit. We are not under any obligation to accept any Application or offer any Display Space to an Exhibitor, including where the Exhibitor has conducted an exhibit at a previous Exhibition.
- (d) An Exhibitor may accept our offer by paying the Application Fee and Deposit. No other form of acceptance will be valid. We may withdraw our offer any time prior to acceptance. Our offer will automatically lapse if we have not received payment of the Application Fee and Deposit within 7 days of the date of our invoice.

2.2 Licence of the Display Space

- (a) Subject to this agreement, upon the Exhibitor paying the balance of the Display Space Fee and all other fees owing, we grant the Exhibitor a non-exclusive, non-transferable and non-sublicensable licence to enter the Site to install and display the Exhibitor's exhibit in the Display Space, and to remove the Exhibitor's exhibit from the Display Space, during the Licence Period.

- (b) Nothing in this agreement creates any relationship of landlord and tenant between us and the Exhibitor or confers on the Exhibitor any tenancy rights or interest in the Display Space or the Site.

2.3 Changes to the Display Space

- (a) We reserve the right to change the size, shape, position or other characteristics of the Display Space at any time. We will endeavour to give the Exhibitor reasonable advance notice of such changes. If the Exhibitor does not agree to our changes and the change is due to circumstances within our reasonable control and the change is adverse to the Exhibitor, the Exhibitor can terminate this agreement in accordance with section 10.2 and may be entitled to a refund under section 3.4(b)(i). We may consider, but we are not required to agree to, any changes to the Display Space requested by the Exhibitor.
- (b) If we change the Display Space and the Display Space Fee for the changed Display Space, calculated in accordance with the fees in the Application, would be lower than the Display Space Fee the Exhibitor has paid or is due to pay, then the lower Display Space Fee will apply and we will refund any overpayment to the Exhibitor.
- (c) If we change the Display Space and the Display Space Fee for the changed Display Space, calculated in accordance with the fees in the Application, would be higher than the Display Space Fee the Exhibitor has paid or is due to pay, then the higher Display Space Fee will apply only if the changes were made at the request of the Exhibitor or the Exhibitor agrees to the higher Display Space Fee.

2.3 Sublicensing

- (a) The Exhibitor must not sublicense any part of the Display Space without our prior written consent. For this purpose, "sublicense" includes sharing or in any way allowing another person to display or advertise goods or services in the Display Space.
- (b) Where we consent to the Exhibitor sublicensing the Display Space, we may charge an additional Application Fee, and specify reasonable additional conditions that the Exhibitor and the Exhibitor's sublicensee must comply with.

2.4 Sponsorship

- (a) We may enter into sponsorship arrangement for the Exhibition. To ensure such sponsorships rights are enjoyed without disruption, the Exhibitor must not arrange or permit (directly or indirectly) any sponsorship, nor any marketing or advertising by any sponsor or other third party at or in relation to their presence at the Exhibition, with our prior written consent. We may grant or withhold our consent at our absolute discretion.

3. PAYMENT

3.1 Fees

- (a) The Exhibitor must pay:
 - (i) the Application Fee and a Deposit for the Display Space Fee, being acceptance of our offer and formation of an agreement;
 - (ii) the balance of the Display Space Fee no later than the Final Payment Date; and
 - (iii) other fees as set out in the Application no later than the Final Payment Date.
- (b) We will discount the Display Space Fee by the amount set out in the General Information if the Exhibitor is a current member of the boating industry associations nominated on the Application. To qualify for the discount, the Exhibitor must be able to show evidence of its membership current at the time of the Exhibition.

- (c) All fees exclude GST. Where GST is payable by an entity in relation to a supply that it makes under or in connection with this agreement, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST when any part of the consideration is first payable.

3.2 Method of payment

- (a) All fees must be paid in Australian dollars, and (unless we require payment by a particular method) may be paid by cash, cheque, credit card or electronic funds transfer.
- (b) All invoices and receipts will be issued in the name of the Exhibitor. Any refunds or other amounts payable by us under this agreement will be paid to the Exhibitor.

3.3 Late payment

- (a) If the Exhibitor does not pay the fees in accordance with section 3.1(a)(ii) and (iii) then, without limiting our other rights, we may charge the Exhibitor a late payment fee as set out in the General Information.
- (b) The Exhibitor is not permitted to access the Display Space while there are any fees outstanding under this agreement. If the Exhibitor accesses the Display Space while there are fees outstanding, we may require the Exhibitor to immediately leave the Site and to remove its property from the Site, and if the Exhibitor fails to do so within a reasonable time, we may remove the Exhibitor's property from the Site at the Exhibitor's expense.

3.4 Refund on termination

- (a) If the Exhibitor terminates this agreement under section 10.2 before the Final Payment Date and if we are able to license the Display Space to another exhibitor on terms reasonably acceptable to us, we will refund all fees paid by the Exhibitor (except the Application Fee and after we deduct a cancellation fee (if any) as set out in the General Information).
- (b) We will refund all fees paid by the Exhibitor (except the Application Fee) if:
 - (i) the Exhibitor terminates this agreement under section 10.2 within 7 days after we notify the Exhibitor of a material change to this agreement, the Display Space or the Exhibition due to circumstances within our reasonable control and the change is adverse to the Exhibitor;
 - (ii) we cancel the Exhibition under section 5.6 due to circumstances within our reasonable control; or
 - (iii) we terminate this agreement under section 10.3(b).
- (c) Except as set out in sections 2.3(b), 3.4(a) and 3.4(b), fees paid by the Exhibitor are not refundable.

4. INSURANCE

- (a) The Exhibitor is at all times solely responsible for its property and ensuring that its property is adequately secured and insured while on the Site. We accept no liability for Loss or damage to the Exhibitor's property, including Loss or damage resulting from condensation and excess moisture inside any pavilion structure, storms, fire, flooding, vandalism, theft or any other cause whatsoever.
- (b) We have insurance coverage which insures us for legal liability to third parties to pay compensation in respect of personal injury, property damage and advertising injury of up to \$20 million dollars (in aggregate) from the beginning of the Installation Period to the end of the Removal Period. This insurance covers liability arising in relation to the Site, excluding any part of the Site that is in or on the water. This

insurance does not cover the Exhibitor's property, including boats involved in sea trials. This insurance is subject to further conditions and exceptions as noted in the relevant policy documents including deductibles that are payable in the event of a claim.

- (c) The Exhibitor must have public liability insurance of at least \$20 million covering liability for personal injury, death or Loss of property that arises in relation to or in connection with any part of the Site that is in or on the water, and provide us with a copy of the insurance terms and conditions, on request. The certificate of currency must be issued by the insurer of the insurance policy and not by the broker, and must nominate Mulpha Events Pty Ltd as an interest party and must be provided to us prior to 30 March 2024. The insurance policy must be on terms satisfactory to us and the Exhibitor must give us a copy of the insurance policy terms and conditions if we request these.
- (d) The Exhibitor must comply with all applicable legislative requirements in relation to workers' compensation insurance.

5. EXHIBITION

5.1 Entry to the Site

- (a) Entry to the Site is subject to:
 - (i) any Conditions of Entry for Sanctuary Cove, as notified to the Exhibitor from time to time. The Exhibitor must comply, and ensure that its Personnel comply, with the Sanctuary Cove Conditions of Entry; and
 - (ii) Exhibitors and their staff (including contractors) undertaking the site safety induction; and
 - (iii) Exhibitors and their staff (including contractors) attending any training, inductions, briefings and meetings as may be required by us from time to time.
- (b) We reserve the right to refuse entry to, or remove from, the Site, any person on any reasonable grounds that we determine.
- (c) We will issue the Exhibitor with the number of exhibitor passes set out in the General Information and the Application once the Exhibitor has paid all of the fees in full. During the Installation Period and Removal Period, we may refuse entry to the Site to any person who does not have an exhibitor pass. During the Exhibition Period, each exhibitor pass permits one person to enter the Site once per day and is not transferable.
- (d) We may confiscate exhibitor passes that are not used in accordance with this agreement.

5.2 Open-area displays

If the Exhibitor has an open-area display, it must submit a plan of the layout and construction of its proposed display to us no later than 60 days before the start of the Exhibition. The Exhibitor must not put in place any part of its proposed display, including any boats, structures, viewing stages or banners, unless and until we have approved the display, which we will endeavour to do within 14 days.

5.3 Display Space inside pavilion

- (a) The Exhibitor acknowledges and agrees that if their Display Space is in the pavilion, condensation and moisture may collect and directly or indirectly cause Loss to the Exhibitors' goods and display. Consequently, the Exhibitor must take all actions necessary and appropriate to protect the Exhibitor's goods and display from condensation and moisture that collects overnight.

- (b) We will not be liable for any Loss directly or indirectly incurred by the Exhibitor as a result of condensation and moisture in the pavilion.

5.4 Installation and removal of exhibits

- (a) The Exhibitor will, at its own expense and risk:
 - (i) deliver, install, construct and prepare its exhibit in the Display Space during the Installation Period; and
 - (ii) dismantle and remove its exhibit from the Site during the Removal Period.
- (b) The Exhibitor will ensure that:
 - (i) the installation and removal of its exhibit is carried out promptly and in a proper and efficient manner, in a way that is designed to prevent injury to or death of persons and damage to property, and only during the Installation Period and Removal Period respectively (unless we direct otherwise);
 - (ii) it has a representative available at the Site at all times during the installation and removal of its exhibit;
 - (iii) it keeps all the stands, gangways and thoroughfares in the Site clear and tidy during the installation and removal of its exhibit;
 - (iv) its vehicles only use the authorised routes within the Site; and
 - (v) it does not damage the Site (including surfaces and landscaping) or any property belonging to us, our Personnel or our tenants or licensees, and leaves the Display Space clean and in substantially the same condition as it was in at the start of the Licence Period.
- (c) We will not accept responsibility for the delivery or storage of any property on behalf of the Exhibitor.
- (d) If the Display Space is on the Sanctuary Cove marina, then prior to the Installation Period we will notify the Exhibitor of the schedule for the delivery and removal of boats. The Exhibitor must comply with this schedule. If the Exhibitor fails to comply with the schedule, it may not be able to access its allocated marina berth.
- (e) The Exhibitor must comply with our schedule if it requires a crane, forklift or other machine to install or remove its exhibit. Exhibitors who cause delays to the Exhibition timetable or obstruct any other exhibitors may be required to pay for any charges relating to additional labour, overtime or equipment hire that we deem necessary.
- (f) Only cranes, forklifts and other machinery booked through our official logistics contractor will be permitted onto the Site for installing and removing exhibits. Cranes may only be used at times approved by us.
- (g) Any part of the Exhibitor's exhibit which is not removed from the Site by the end of the Removal Period will be deemed forfeited to us without compensation or liability for damage or Loss of any kind.
- (h) The Exhibitor must not dismantle or remove any part of its exhibit without completing a goods removal form which will be issued to the Exhibitor prior to the opening of the Exhibition.
- (i) The Exhibitor must not begin to dismantle or remove its exhibit before the start of the Removal Period.

5.5 Exhibitor obligations relating to the Site

- (a) To the extent that doing so will not result in the Exhibitor being in breach of the WHS Laws, the Exhibitor must comply, and ensure its Personnel comply, with our directions while on the Site.

- (b) The Exhibitor must promptly notify us of any defect to the water, electrical fittings or other services on, from or to the Display Space.
- (c) If the Exhibitor wishes to host a social function on the Site outside the Exhibition Opening Hours, it may apply in writing giving us full details of the proposed function, not less than 30 days before the start of the Exhibition Period. We reserve the right to refuse such a request at our discretion. If we approve such a request, we may grant approval subject to reasonable conditions.
- (d) If the Exhibitor wishes to conduct a transport service carrying visitors to and from the Exhibition, it must obtain our prior written approval. The Exhibitor must apply in writing for such approval not less than 30 days before the Exhibition Period. We reserve the right to refuse such a request at our discretion. If we approve such a request, we may grant approval subject to reasonable conditions.

5.6 Non-complying exhibits

Without limiting our other rights, we may require the Exhibitor to make changes or remove any part of an exhibit which does not comply with this agreement or where we have other reasonable grounds, and the Exhibitor must promptly comply with this request.

5.7 Changes to the Exhibition

At our discretion we may cancel all or any part of the Exhibition, postpone the Exhibition or make changes to the format, timing, location or other aspects of all or any part of the Exhibition by notifying the Exhibitor. If the Exhibitor is not satisfied with a change to the Exhibition, the Exhibitor can terminate this agreement under section 10.2 and may be entitled to a refund under section 3.4(b)(i). If we cancel the Exhibition, this agreement is automatically terminated.

5.8 Service of Alcohol

Mulpha holds a Commercial Special Facility liquor licence (**Mulpha's Liquor Licence**) for the area where the function will be held. As such, Mulpha has continuing obligations under the *Liquor Act 1992 Qld* (**Liquor Act**).

If we consent to you hosting a social function on the Site that involves the service of alcohol, for the duration of the function and only to the extent required under the Liquor Act and Mulpha's Liquor Licence (as determined by Mulpha in its sole discretion), Mulpha will grant to the exhibitor a sublease of the area where the function will be held or grant a right to supply alcohol. Any function held by an Exhibitor is subject to the Exhibitor's agreement to strictly observe and comply with:

- (a) all requirements of the Liquor Act and compliance practices designed to ensure Responsible Service of Alcohol;
- (b) the requirement to keep a copy of the sub-lease (if issued) or management agreement (if issued) in order that it can be produced to an investigator or police officer on request.
- (c) all directions and instructions provided by Mulpha, including but not limited to:
 - (i) All alcohol supplied at the function must be supplied by the exhibitor or his/her employees.
 - (ii) Not serving or supplying liquor:
 - to any patron who is under 18 years of age;
 - to an unduly intoxicated patron;
 - to a disorderly patron;
 - after 10pm; and
 - (iii) ensuring all patrons consume liquor only within the designated area for the function space.

- (iv) security personnel has been required to stay until either:
 - one hour after the completion of the function; or
 - until all patrons have vacated Sanctuary Cove Marine Village and/or the Sanctuary Cove Marina.
- (v) Maintaining a charged mobile phone and relevant security, first aid and emergency contact numbers being available to function staff.
- (vi) Any incidents involving injury or damage to property will be reported in accordance with Mulpha Events Incident Reporting Policy.

5.9 Marina Rules

- (a) If an Exhibitor has been allocated a berth at the Marina, the Exhibitor must:
 - (i) comply with:
 - (A) the Rules of the Marina, which includes no living aboard vessels.
 - (B) By-laws, rules and regulations, including the Sanctuary Cove Primary Thoroughfare By-Laws and Secondary Thoroughfare By-Laws; and
 - (C) Any lawful direction given; and
 - (ii) not use the mooring for any purpose except:
 - (A) mooring the Vessel; or
 - (B) any other purpose specifically authorised by or under this Agreement.

6. INTELLECTUAL PROPERTY

- (a) We reserve exclusive broadcast rights, photographic rights, and audio and video rights relating to the Exhibition.
- (b) The Exhibitor and its Personnel must not make or permit to be made any broadcast, photograph or audio or video recording of the Exhibition ("Exhibition Material") without our prior written consent.
- (c) If the Exhibitor breaches section 6(b) then, without limiting our rights:
 - (i) to the extent the Exhibitor has intellectual property rights in the Exhibition Material, the Exhibitor assigns those rights to us and, to the extent a person other than the Exhibitor has intellectual property rights in the Exhibition Material, the Exhibitor will obtain an assignment of intellectual property rights from that person to us in a form acceptable to us; and
 - (ii) to the extent the Exhibitor has moral rights in the Exhibition Material, the Exhibitor gives a Moral Rights Consent and, to the extent a person other than the Exhibitor has moral rights in the Exhibition Material, the Exhibitor will obtain a Moral Rights Consent from that person and provide it on request by and in a form acceptable to us.
- (d) Moral Rights Consent means a waiver of moral rights to the extent permitted by law and an unconditional consent to any act or omission in relation to the Exhibition Material by or on behalf of us, our contractors and personnel or any licensee or subsequent owner of copyright in the Exhibition Material.

7. WORK HEALTH AND SAFETY

7.1 Consultation, cooperation, coordination

Mulpha and the Exhibitor must consult, cooperate and coordinate with each other to ensure a safe working environment, to the extent that each party has the capacity to exercise influence and control. The Exhibitor must:

- (a) Attend meetings, discussions, or any other formal arrangements to consult about work health and safety and coordinate activities;
- (b) Cooperate with Mulpha in a productive manner by sharing information, reporting incidents, reporting hazards and responding to reasonable requests to assist Mulpha in discharging its WHS duties; and
- (c) Work together with Mulpha to effectively manage all WHS risks to the extent that each party has the capacity to exercise influence and control each risk.

7.2 Obligations of the Exhibitor

- (a) The Exhibitor must comply with the WHS Laws, as it applies to their allocated Display Space and each site or sites where the Exhibitor's Personnel is working.
- (b) The Exhibitor must comply with the WHS and Environmental requirements listed in Exhibitor Manual.
- (c) The Exhibitor acknowledges that:
 - (i) Exhibitor is subject to a range of different potential obligations under the WHS Laws to ensure that the Display Space (or parts of it) and the installation, removal and maintenance of exhibits in their allocated Display Space is safe for the Exhibitor's Personnel and visitors to the Exhibition;
 - (ii) there are risks associated with installation, removal and maintenance of an exhibit within their allocated Display Space;
 - (iii) the Exhibitor will have management and control over the installation, removal and maintenance of exhibits in their Display Space; and
 - (iv) for the purposes of the WHS Laws, the Exhibitor is the person with the management or control of their allocated Display Space and has responsibility for the management and control of the exhibit within their allocated Display Space.
- (d) The Exhibitor must:
 - (i) ensure that it has adequate systems in place to identify hazards and, in accordance with the hierarchy of controls, eliminate or mitigate the risk of an incident associated with the installation, removal and maintenance of their exhibit in their Display Space;
 - (ii) ensure that where hazards associated with the exhibit in the Display Space cannot be eliminated, the risks involved are adequately controlled;
 - (iii) maintain familiarity with and ensure compliance with the requirements of a controller of work premises under the WHS Laws;
 - (iv) without limiting its obligations under this clause, and only to the extent that doing so will not result in the Exhibitor being in breach of the WHS Laws, the Exhibitor and its Personnel comply at all times with any directions, manuals, policies or rules authorised by us including the Exhibitor Manual; and
 - (v) if requested by us, consult with us or provide to us a written report in relation to hazards relating to the installation, removal or maintenance of the Exhibitor's exhibit and Display Space.
- (e) The Exhibitor must notify us of:
 - (i) all risks to the health and safety of persons of their exhibit or associated with their exhibit immediately after becoming aware of such risks; and

- (ii) accidents including any notifiable incidents (within the meaning of the WHS Laws) that occur in relation to their exhibit or in their Display Space immediately after becoming aware of such accidents and incidents.

7.3 Indemnity

To the extent permitted by law, the Exhibitor indemnifies Mulpha against all Losses suffered or incurred by Mulpha or Mulpha's Personnel in connection with a failure by the Exhibitor to comply with WHS Laws or its obligations under this clause **Error! Reference source not found.**

8. MODERN SLAVERY

- (a) In this section 7 **Modern Slavery** has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).
- (b) The Exhibitor represents and warrants to us that, at the date of entering into this **agreement**:
 - (i) it has no knowledge of any Modern Slavery currently occurring within its organisation or supply chain; and
 - (ii) it takes, and will continue to take, reasonable steps to identify the risk of, and prevent the occurrence of, Modern Slavery within its organisation or supply chains.
- (c) If at any time the Exhibitor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this agreement, the Exhibitor must as soon as reasonably practicable:
 - (i) promptly notify us, and in any event no less than 15 business days upon becoming aware of the Modern Slavery practices, and provide any relevant information requested by us; AND
 - (ii) take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.
- (d) The Exhibitor must provide us with all information and assistance requested by us in order for us to meet our reporting obligations under the Modern Slavery legislation specific to the service or works provided under this agreement. The Exhibitor acknowledges and agrees that we have the right to disclose this information to any Government Agency without prior notice or approval by the Exhibitor.
- (e) If:
 - (i) the Exhibitor is incapable of, or does not comply with its obligations under this section 7; or
 - (ii) we form the view, acting reasonably, that the Exhibitor is or may be engaging in conduct in breach of the Modern Slavery legislation or which would otherwise place the us in breach of our obligations under the Modern Slavery legislation, we may, by notice to the Exhibitor, terminate this agreement with immediate effect.

9. LIABILITY

9.1 Exclusion of consumer guarantees and implied conditions and warranties

To the extent permitted by law, all consumer guarantees and implied conditions and warranties are excluded from this agreement. Without limiting the foregoing, we do not represent or warrant that:

- (a) we will undertake any particular level of advertising or promotion of the Exhibition, or that the Exhibition will attract any particular number of exhibitors or visitors; or
- (b) the Exhibitor will achieve any particular results or outcomes by participating in the Exhibition.

For breach of a consumer guarantee or implied condition or warranty which cannot be excluded, at our option, to the extent permitted by law, our liability is limited to:

- (A) for goods –
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired, or
- (B) for services –
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

9.2 Exclusion of consequential loss

To the extent permitted by law, we will not be liable for any loss of profit, savings, contracts, revenue, interest or goodwill or for any consequential, indirect, incidental, special or punitive loss, damage or expenses or loss of data or for any amounts payable by the Exhibitor to any third party, even if we have been advised of their possible existence.

9.3 Limitation of liability

Subject to section 8.4, our liability, other than that addressed in section 8.2, in relation to this agreement, howsoever caused, including negligence, is limited to the amount of fees paid by the Exhibitor under this agreement (after taking into account any refunds paid by us to the Exhibitor).

9.4 Time for making claims

We will not be liable to the Exhibitor in respect of any Claim whatsoever arising under this agreement or relating to the Exhibition, unless such a Claim is made in writing to us within 30 days after the end of the Licence Period.

9.5 Events beyond our control

We will not be liable for any delay or failure to perform this agreement where such delay or failure was caused by a Force Majeure Event.

10. INDEMNITY & RISK

- (a) The *Exhibitor* indemnifies us and our Personnel, and our related companies and their Personnel, (**Those Indemnified**) against a Claim, and any Loss suffered or incurred by us as a result of such a Claim as a result of:
 - (i) the Exhibitor's participation in the Exhibition;
 - (ii) a breach of this agreement, or negligence relevant to this agreement, by the Exhibitor; or
 - (iii) any Claim against Those Indemnified by the Exhibitor's sub-licensees or Personnel or a third party (including but not limited to a third party who boards an Exhibitor's boat).

- (b) In conducting a Claim in respect of which the Exhibitor indemnifies Those *Indemnified*, the Exhibitor will, at the Exhibitor's expense, comply with our reasonable directions.
- (c) The Exhibitor enters into this agreement and participates in the Exhibition at *its* own risk and releases Those Indemnified to the full extent permitted by law from all Claims of every kind resulting from any accident, damage or injury of any kind.

11. TERM AND TERMINATION

11.1 Term

This agreement commences on the date our offer is accepted in accordance with section 2.1(d) and continues until the end of the Licence Period, unless it is terminated earlier.

11.2 Termination by the Exhibitor

The Exhibitor may terminate this agreement by notifying us:

- (a) at any time before the Final Payment Date; or
- (b) if we make a material change to the terms and conditions of this agreement due to circumstances within our reasonable control and the change is adverse to the Exhibitor, provided the Exhibitor notifies us in writing within 7 days of us notifying the Exhibitor of the material change to the terms and conditions in accordance with section 11.2; or
- (c) we make a material change to the size, shape, position or other characteristics of the Display Space in accordance with section 2.3(a) of this agreement, due to circumstances within our reasonable control and the change is adverse to the Exhibitor, provided the Exhibitor notifies us in writing within 7 days of us notifying the Exhibitor of such changes.

11.3 Termination by us

(a) We may, at our discretion either:

- (i) restrict or suspend the Exhibitor's use of the Display Space; or
- (ii) terminate this agreement,

if:

- (i) the Exhibitor breaches any term of this agreement;
- (ii) any information supplied to us by the Exhibitor is false or misleading;
- (iii) we reasonably consider an Exhibitor's exhibit to be unsuitable or of an inadequate standard;
- (iv) the Exhibitor becomes or in our opinion is likely to become bankrupt or insolvent; or
- (v) we exercise our termination right under section 7(e) of this agreement;
- (vi) the Exhibitor breaches the provisions of *Transport Operations (Marine Safety) Act 1994*, relevant fire and occupation, health and safety laws and regulations and the guidance notes published in the Exhibitor Manual; or
- (vii) we are required, or we consider it prudent, to cancel, close or postpone all or part of the Exhibition because of a Force Majeure event.

(b) We may also terminate this agreement at any time for any other reason we see fit by notifying the Exhibitor.

11.4 Effect of termination or expiry

- (a) The Exhibitor will only be entitled to a fee refund in the circumstances set out in section 3.4.
- (b) Termination or expiry of this agreement does not affect the operation of sections 3.4, 5.3, 6, 8 and 9, or any rights or remedies already accrued to either party under, or in respect of any breach of, this agreement.
- (c) If the agreement is terminated during the Exhibition Period, the Exhibitor must comply, and ensure its Personnel comply, with any directions from us about the immediate removal of the Exhibitor's exhibit from the Site. If no directions are given by us, section 5.3 as it relates to the removal of the exhibit from the Site during the Removal Period will apply despite the termination of this agreement.

12. CHANGES AND COMMUNICATIONS

12.1 Changes to the agreement

We may change the terms of this agreement at any time at our absolute discretion. We will notify the Exhibitor of relevant changes in accordance with section 11.2. If the Exhibitor is not satisfied with a material change to the terms and conditions of this agreement and the change is adverse to the Exhibitor, the Exhibitor can terminate this agreement under section 10.2 and may be entitled to a refund under section 3.4(b)(i), provided the Exhibitor notifies us in writing within 7 days of us notifying the Exhibitor in accordance with section 11.2.

12.2 Notifying the Exhibitor

- (a) Where this agreement requires or permits us to notify the Exhibitor, we will use our reasonable endeavours to do so, but we will not be liable for any failure to do so. We may notify the Exhibitor in any way including the following:
 - (i) by making the information available on the Website; or
 - (ii) by contacting the Exhibitor directly by any means, including telephone, facsimile, mail or email.
- (b) Where we make information available on the Website, it is taken to be received by the Exhibitor at the time the information is made available on the Website. Where we give information in person or by telephone, it is taken to be received by the Exhibitor at the time it is given. Where we give information by facsimile, it is taken to be received by the Exhibitor at the time shown on the transmission confirmation report produced by the fax machine from which it was sent. Where we give information by mail, it is taken to be received by the Exhibitor on the day after posting. Where we give information by email, it is taken to be received by the Exhibitor when the email is sent, regardless of any response to the email.
- (c) We will use reasonable endeavours to ensure that the information we provide to the Exhibitor is correct. However, to the extent permitted by law, we accept no responsibility for any inaccuracy in the information provided by us.

12.3 Electronic communications

Where a law requires or permits us to give information to the Exhibitor, the Exhibitor consents to that information being given by way of electronic communication. In all cases, we are not required to provide an unsubscribe facility in electronic communications we send to an account of the Exhibitor.

13. OTHER TERMS

13.1 Assignment

The Exhibitor must not transfer or assign its responsibilities or rights under this agreement without our prior written consent. We may transfer or assign our responsibilities or rights

under this agreement at any time to any person, provided such transfer or assignment does not detriment the Exhibitor.

13.2 Compliance with laws

The Exhibitor must comply with all applicable laws and regulations, including the *Transport Operations (Marine Safety) Act 1994*, WHS Laws, relevant fire and environmental laws, and the requirements published in the Exhibitor Manual.

13.3 Governing law

The laws of Queensland govern this agreement. The Exhibitor submits to the jurisdiction of the courts of Queensland in any action or legal process concerning this agreement.

13.4 Interpretation

In this agreement, headings are for convenience only and do not affect interpretation, and unless the context requires otherwise:

- (a) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) where this agreement permits us to give our consent or approval, we may do so at our discretion and may give such consent or approval subject to the Exhibitor complying with conditions that we specify; and
- (e) "includes" in any form is not a word of limitation.

13.5 Personnel

The Exhibitor is responsible for the acts or omissions of its Personnel as if they were the acts or omissions of the Exhibitor.

13.6 Waiver

We may exercise our rights at any time within the limits of the law. If we delay in exercising our rights, this does not mean we give up those rights.

14. DEFINED TERMS

In this agreement:

Application means the application to become an Exhibitor, in the form available from the Website, and includes any changes to the Application agreed by us in writing.

Application Fee means the application fee set out in the Application.

Deposit means the deposit amount (expressed as a percentage of the Display Space Fee) set out in the General Information.

Claim includes a claim, demand, action, proceeding, litigation, investigation by an authority, judgment, damage, loss, cost, charge, expense or liability regardless of how it arises, whether present, immediate, future, contingent or unascertained, whether based in contract, tort or under statute and whether or not involving a party to this Agreement

Display Regulations means the regulations relating to the Exhibition, as notified by us from time to time.

Display Space means the area at the Site that we allocate to the Exhibitor, as set out in our offer to the Exhibitor under section 2.1(c).

Display Space Fee means the display space fee as set out in the Application. "Exhibition" means the Sanctuary Cove International Boat Show.

Exhibition means the Sanctuary Cove International Boat Show expected to be held on 23rd – 26th May, 2024 at Sanctuary Cove.

Exhibition Opening Hours means the hours the Exhibition is open to the public on each day during the Exhibition Period, as set out in the General Information.

Exhibition Period means the period of the Exhibition, as set out in the General Information. The Exhibition Period does not include the Installation period or the Removal Period.

Exhibitor means the applicant named in the Application.

Exhibitor Manual means the document titled Exhibitor Manual available from the Website prior to the Exhibition Period

Final Payment Date means the date by which the Display Space Fee and all other fees must be paid in full, as set out in the General Information.

Force Majeure means fire, flood, earthquake, elements of nature or acts of God, acts or threatened acts of war, terrorism, riots, civil disorder, rebellions or revolutions, strikes, lockouts, or labour difficulties, rationing or pandemic including COVID-19 and any government restrictions imposed as a result of that pandemic or unavailability of essential equipment, labour, or supplies and disruption to or unavailability of utilities and services, including electric power and telecommunications services or any other similar cause beyond a given party's reasonable control.

General Information means the document of that name that contains details for the Exhibition, and which is available from the Website.

Installation Period means the period for the installation of exhibits, as set out in the General Information.

Licence Period means the period from the start of the Installation Period to the end of the Removal Period, and includes the Exhibition Period.

Loss means a loss, liability, claim or expense (including legal expenses)

Marina means Sanctuary Cove marina.

Mulpha is a reference to Mulpha Australia Limited ACN: 002 888 039 and its wholly owned subsidiaries.

Personnel of a person means that person's directors, officers, employees, agents, contractors, sub-licensees and their respective Personnel.

Removal Period means the period for the removal of exhibits, as set out in the General Information.

Rules of the Marina means the rules for use of the Marina issued by Mulpha from time to time, a copy of the current version is available from Sanctuary Cove Marina Office.

Sanctuary Cove means the Sanctuary Cove Resort.

Site means that part of Sanctuary Cove where the Exhibition is held including temporary structures, open areas and marina berths.

Website means the website at www.sanctuarycoveboatshow.com.au

We, us and our means Mulpha Events Pty Ltd ACN 098 660 336 trading as Mulpha Sanctuary Cove International Boat Show.

WHS Laws means Work Health and Safety Act 2011 (Qld) and the Work Health and Safety Regulation 2011 (Qld)

DISPLAY REGULATIONS

These Display Regulations form part of an Exhibitor's agreement for the Sanctuary Cove International Boat Show.

1. SCOPE OF THE EXHIBITION

- (a) Only marine, boating or associated products and services may be exhibited unless consent has been given by us.
- (b) If the Exhibitor primarily sells products by catalogue or through the Internet, it must display a substantial range of the products offered for sale.
- (c) Only new (i.e. not used or second-hand) products may be exhibited, unless we approve otherwise.

1.1 Standard of exhibit

The exhibit must:

- (a) be safe and not likely to cause injury or damage to any person or property;
- (b) be kept in a clean and orderly state;
- (c) not contain anything that might be regarded as offensive or inappropriate;
- (d) not cause a nuisance or interfere with other exhibitors or tenants on the Site; and
- (e) comply with applicable laws.

1.2 Exhibit requirements

- (a) No part of an exhibit, including banners, flagpoles or any promotional item, is to be more than 6 metres above ground or marina level without our prior consent.
- (b) All parts of an exhibit (including all trailer drawbars, wheels, steps, platforms, stern drives or literature/display racks) must be contained within the designated limits of the Display Space.
- (c) Display materials, banners, signs, bunting or other equipment must not be attached by any means to any structure that forms part of the buildings or fixtures of Sanctuary Cove, or to any temporary structure that does not form part of the Display Space. This includes marina decks, hand rails, verandas, walls, trees and light poles.
- (d) As soon as they are in place, drawbars on any trailers must be fitted with approved rigid coverings that give visible and effective protection to any person walking past.
- (e) All potential hazards including anchors, bow sprits, outboard motors and other equipment must be displayed in such a way that they will not cause harm or injury to any person.
- (f) Boats in the hard stand areas must have a minimum clearance of 1 metre between units.
- (g) Boats over 6 metres in length, or with a display height of more than 2 metres, must not be displayed along the marine village streets without our prior written consent.

- (h) Any boats displayed on hard stands or in the pavilion areas must not be stacked, nested, stood erect or on end, unless we have given consent to do so.

1.3 Conduct during the Exhibition

- (a) The exhibit must be staffed with sufficient competent representatives.
- (b) The Exhibitor must not conduct or solicit business on the Site except from their Display Space, unless we approve otherwise. Any promotional staff found distributing promotional materials outside the Display Space will be warned once and, if they offend again, will be escorted from the Site.
- (c) The exhibit must remain open and staffed during the Exhibition Opening Hours.
- (d) Stands, gangways and thoroughfares in and around the Display Space must be kept tidy and clear of any obstructions.
- (e) The Exhibitor must not impede the flow of foot traffic with any item such as signage, flagpoles or planter boxes.
- (f) Food, beverage and tobacco products are not to be sold without our prior written consent.
- (g) Auctions, lotteries, raffles and competitions are not to be conducted without our prior written consent.
- (h) Public address and sound amplification systems are not to be used without our prior written consent. The Exhibitor must comply with our directions in relation to the use of any equipment which we deem to be causing excessive noise.
- (i) Plastic bags or balloons must not be distributed for any purpose, including for promotional purposes or the distribution of brochures. In the interests of environmental protection exhibitors are asked to distribute only biodegradable plastic bags or paper bags to visitors.
- (j) The Exhibitor must not conduct any practice that we consider to be objectionable, likely to discredit the Exhibition, to cause visitor dissatisfaction or which is otherwise not in the best interests of the Exhibition.
- (k) The Exhibitor is not permitted to exhibit or otherwise promote any other marine or inland waterway exhibition or show, by any means direct or indirect, during the Exhibition without our prior written approval, which may be granted or refused at our discretion.
- (l) Hazardous, toxic or dangerous substances must not be stored, displayed or used without our prior written consent.
- (m) Product demonstrations must be conducted within the Display Space and must not interfere with foot traffic in the aisles or roadways.
- (n) Product demonstrations must not produce exhaust fumes or involve the use of resins, solvents, paints or any inflammable materials, and must be conducted in accordance with agreed health and safety procedures.
- (o) Combustion motors and mechanical devices must not be operated within internal exhibition areas.

- (p) Motors and mechanical devices used in external exhibition areas, including the marina, must not cause a nuisance or risk to visitors or other exhibitors.
- (q) Floor loads in pavilions must not exceed the following: Single point load: 100kg. Static load: 1200kg per sqm. Safe moving load: 350kg per sqm. If the Exhibitor wishes to use pallet jacks on pavilion flooring, it must notify us of the gross weight of the items that will be moved.
- (r) If the Display Space occupies any street space within the Marine Shopping Village, the Exhibitor must arrange its exhibit and displays in such a way that the exhibits does not block the view of, or impede access to, the Marine Shopping Village tenancies.
- (s) Corporate branded pop up market stalls must comply with the relevant Australian standards and must be approved by us.
- (t) Exhibitors must not sell liquor. Alcoholic drinks may only be dispensed free of charge with our written permission, and must be consumed within the Display Space and in accordance with Queensland liquor licensing regulations.

1.4 Conduct on the marina

- (a) Vessels on display at the marina must not be removed during the Exhibition. Demonstrations of vessels may only be held outside of Exhibition Opening Hours, except where the Exhibitor has applied for and been allocated a Sea Trial berth or where we have given specific approval.
- (b) Access to the marina by corporate tenders is prohibited unless we have given prior written approval. Approved tenders must disembark/embark at the designated landing area only.
- (c) The Exhibitor may request our approval to install temporary structures or floor covering on the marina or on a corporate pontoon. We may require the Exhibitor to provide further information (including design and construction details) and consult with neighbouring exhibitors in deciding whether to give our approval. Unless we give our approval, the Exhibitor must not install temporary structures or floor covering on the marina or on a corporate pontoon.
- (d) A corporate pontoon must not be loaded with more than 200 kg per square metre without our approval. The Exhibitor may request our approval to load a corporate pontoon up to 300 kg per square metre. The Exhibitor will need to submit certified engineering plans and, if we approve the increase, the Exhibitor must comply with any engineering requirements (such as installing additional floatation). The Exhibitor will be responsible for all engineering costs.
- (e) Installation of display materials, banners, signs, bunting or other equipment must not damage the marina in any way. Signs and planter boxes must be clear of the timber walkways. For advice on setting up signage without causing damage, contact the Boat Show Office.

1.5 Compliance with regulations

- (a) Smoking is strictly prohibited on any part of the marina, or on any boat moored in the marina.

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- (b) Parking restrictions apply on the Site. Any unauthorised parking may result in the offending vehicle being towed at the owner's expense.

SEA TRIAL MARINA BERTHS
TERMS AND CONDITIONS OF DISPLAY

1. Exhibitors are generally limited to one (1) berth only on the sea trial dock, subject to availability.
2. Each Exhibitor must nominate a qualified, licensed person to skipper the vessel. Vessels over 9m LOA must have a deckhand on board during sea trials.
3. Boarding a vessel intended for a sea trial is by Exhibitor invitation only.
4. Each Exhibitor will be issued with official boarding passes. Exhibitors must distribute these passes to invited guests for access to the sea trial dock.
5. Additional passengers are not permitted to board the vessel while on a sea trial. The exchanging of passengers is not allowed while on a sea trial.
6. Any Exhibitor deemed to be using their vessel as a taxi service will forfeit their right to berth on the sea trial dock and will not be permitted to conduct sea trials in future years.
7. Each vessel will be allocated a reserved berth. Skippers must only use their allocated berth.
8. Skippers, deckhands and exhibitors must obey the instructions of the sea trial dock co-ordinator, harbour master and security staff at all times.
9. All vessels must comply with Queensland Maritime Safety Regulations and be equipped with adequate mooring lines.
10. Sea Trials may only be conducted during Exhibition Opening Hours. All vessels must berth on the sea trial dock overnight.
11. Failure to abide with any of the above regulations may result in the Exhibitor forfeiting his/her access to the sea trial dock.
12. Each Sea Trial boat must produce to us a current comprehensive marine insurance policy including public liability cover no later than 2024. The Exhibitor needs to check with the insurer to ensure that the policy covers any Sea Trial activities.