

TERMS AND CONDITIONS FOR ADVERTISERS AND SPONSORS

1. WHEN DO THESE TERMS APPLY?

1.1 These terms and conditions will apply to you, the “Client”, every time you request publication of advertising or services in any Products (Contract).

1.2 “Products” refers to any media (print or online) published by Conexus Financial Pty Ltd (ABN 51 120 292 257) (Conexus) and also to sponsored events (including but not limited to conferences and roundtables) run by Conexus.

2. HOW DO I PLACE ADVERTISING/SPONSORSHIPS?

2.1 You can request advertising/sponsorship of any Products owned by Conexus at any time directly with Conexus.

2.2 Conexus will, if it accepts your request, send you a booking order approval, which will contain the specific details that will apply to your advertising/sponsorship and to which you must reply with your acceptance.

2.3 For the sake of clarity, if you are submitting advertising on behalf of another party, you are and remain directly responsible for complying with this agreement and paying the advertising/sponsorship fees, and you enter into this Agreement as a principal party to it.

2.4 We may vary Conexus’s standard terms and conditions at any time by giving you written notice. A variation will take effect immediately after we send you the written notice for all new orders placed and for any material for publication under an existing order. The terms that apply to this Contract can only be amended in writing by Conexus and will be confirmed varied upon receipt of written agreement by the Client.

2.5 Conexus makes no representation in relation to the success or response levels to the advertising or event audience and the fees referred to in clause 5.1 are payable whether or not the Client is satisfied with the outcomes, responses or leads generated thereafter.

3. WHAT RIGHTS DOES CONEXUS HAVE?

3.1 Conexus can reject advertising/sponsorship at any time for any reason. Conexus can withdraw advertising or publications or events from the public at any time and for any reason. Conexus is not liable to you if it does reject your advertising/sponsorship, withdraw your advertising/sponsorship or withdraw a publication or event that contains your advertising/sponsorship.

3.2 Conexus will try to place your advertising in the position that you request, but it cannot always do so. Conexus is not liable to you if your advertising does not appear in the place that you request.

3.3 If your advertising is editorial in style, Conexus can add the word “advertising” above or below the advertising.

4. SPECIFICATIONS AND DEADLINES

4.1 You must deliver the materials required to produce your advertising or promote your sponsorship (Material) to Conexus by the date Conexus specifies. If you do not, Conexus may not be able to publish your advertising or promote your sponsorship and Conexus is not liable to you for this. You will still be liable for the price quoted in the confirmation booking order approval.

4.2 The Material must be in the form that Conexus requires for the Product in which the advertising is to be published. If you do not deliver the Material in the required form, Conexus can engage a third party to convert the Material to Conexus’s requirements. You must, within 14 days, pay Conexus for the costs of the conversion, plus a handling fee of 25 per cent.

4.3 You may request for the return of your Material from Conexus prior to the publication Material deadline. You must pay the expenses incurred by Conexus along with the fees referred to in clause 5.1.

4.4 Conexus can change the on sale date of Products at anytime without notice.

5. PAYMENT TERMS AND REFUNDS

General

5.1 The booking confirmation will contain the amount you have to pay for the advertising or sponsorship (Fee). The Fee does not include goods and services tax (GST). Conexus will provide you with an invoice stating the Fee and the GST payable.

Advertising

5.2 In relation to advertising, you must pay the Fee within the terms set by Conexus (14 days). You cannot alter the Fee, even if you feel that the advertising was not placed or published in the manner that you expected.

5.3 If you dispute the Fee, this claim must be made to Conexus within 30 days of the invoice date otherwise you must pay the Fee and GST payable as invoiced.

5.4 Prepayments are not refundable under any circumstances.

5.5 Unless otherwise agreed in writing, prices are as listed in either the proposal or media kit.

Sponsorships

5.6 All sponsorships are to be paid upon invoicing. Invoices will be issued prior to the event (roundtable sponsorships will be invoiced three months prior to the event and conference sponsorships will be invoiced 50 per cent upon completion of the confirmation booking and 50 per cent three months prior to the event, unless otherwise agreed by Conexus).

5.7 Refund policy for conference delegates – Conexus will refund in full cancellations received in writing 30 days or more prior to the event, less a 10 per cent administration fee. Cancellations received inside 30 days will not be refunded; but an alternate delegate can be arranged with no extra fee at any stage.

5.8 Once registration is complete, complimentary delegates agree to attend and participate and/or advise inability to attend within 30 days of the event. Conexus reserves the right to invoice complimentary delegates for catering costs incurred.

5.9 All delegates acknowledge that the materials presented at an event are copyrighted and cannot be re-used without the written express permission of Conexus.

6. FAILURE TO PAY AND OTHER BREACHES

6.1 If a Client fails to pay for advertising/sponsorship in accordance with clause 5 or if a Client suffers an insolvency event, Conexus may (at its discretion and without limitation):

- a) require cash pre-payment of further advertising/sponsorship;
- b) charge interest on all overdue amounts at the rate of 2 per cent above the National Australia Bank overdraft base rate;
- c) take proceedings against the Client for any outstanding amounts;
- d) recover from the Client all costs relating to any action taken by Conexus to recover amounts owing for advertising/sponsorship, including without limitation any agency costs and legal costs on a full indemnity basis; and
- e) cease publication of any further advertising/sponsorship Material on behalf of the Client and terminate any agreement in relation to advertising/sponsorship not yet published.

7. AGENCY REBATE

If you are an advertising agent, Conexus may agree that you will get a rebate on the Fee for placement of advertising, but the rebate will only apply if you pay the Fee (less the rebate, plus the GST payable) within 45 days of publish date. If you do not pay the Fee (less the rebate) by that date, you cannot claim the rebate – you must pay the Fee and the GST payable.

8. HOW CAN I CANCEL ADVERTISING?

8.1 With the exception of advertising in Conexus online publications, if you cancel advertising up to 10 weeks before the scheduled date of publication of the magazine (**Cancellation Deadline**), you will not have to pay the Fee.

8.2 You cannot cancel an advertising request to any Conexus online publications. You may request to run your advertising within 12 months of the original scheduled advertising request if agreed by Conexus.

8.3 If you cancel after the Cancellation Deadline, you have to pay the Fee. This applies even if you booked the advertising after the cancellation deadline.

8.4 If a print advertising schedule is cancelled, back payment of contract discounts will be invoiced.

9. WARRANTIES FROM YOU

9.1 You warrant to Conexus that your Material:

- a) is true, accurate and not misleading or deceptive in any respect;
- b) does not infringe any person's intellectual property rights;
- c) is not defamatory, obscene, indecent or otherwise unsuitable for publication; and
- e) is not unlawfully discriminatory.

9.2 To the extent permitted by law, all conditions and warranties implied by law or otherwise not expressly set out in these terms and conditions are excluded.

10. LIMITATION OF LIABILITY

10.1 To the extent permitted by law, Conexus:

- a) excludes liability for all indirect, consequential or special losses or damages including loss or profits howsoever arising; and
- b) the total liability of Conexus howsoever arising is limited to the supply of the relevant advertising or sponsorship again or the cost of having those services supplied again, whichever Conexus determines in its absolute discretion.

10.2 To the extent permitted by law, Conexus will not be liable to you or any other person for any loss of whatever kind suffered as a result of advertising or sponsorship not being placed or available where such event arises from any cause beyond Conexus's reasonable control.

11. LIABILITY OF AGENTS

If you carry on business as an advertising agent, you acknowledge that you contract with Conexus in your own right. You are principally liable under any contract entered into with Conexus.

12. INDEMNITY

12.1 The Client irrevocably indemnifies and holds Conexus and its agents, servants, officers, employees and all other members of Conexus harmless against all and any damages, losses and/or claims of, and/or suffered by the Client and/or any third party (if so caused by the Client), arising out of or during the course of the preparation for and/or the duration of the event or publication of the advertising, regardless of the reason for or the cause of such damage, losses and/or claims. Notwithstanding anything to the contrary in this Contract, nothing in this Contract shall exclude, restrict or limit either party's liability for death or personal injury resulting from its own negligence.

12.2 If in the opinion of Conexus, the event can be carried through, by re-arrangement or postponement of the period of the event, or by substitution of another hall or building or any other reasonable manner, the Contract shall be binding upon both parties provided the Client has consented in writing to the re-arranging or postponement of the event. In the event that the Client does not consent then the Client may elect to terminate the Contract under clause 14.1.

13. INSURANCE LIABILITY

13.1 Conexus will not be responsible for the safety of any Material, exhibit or property of the Client, or any other person for the loss, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage sustained by a Client, by reason of any defect in the building caused by fire, storm, tempest, lightning, earthquake, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of Conexus whether *ejusdem generis* or not or for any loss or damage occasioned. As Conexus will accept no responsibility for any of the matters aforesaid, the Client is to cover itself by insurance in respect thereof.

13.2 Conexus will not be responsible for any losses associated with cancellation costs relating to travel, flights, accommodation, should the event be cancelled (including, without limitation, instances arising of actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order). As Conexus will accept no responsibility for any of the matters aforesaid, the Client is to cover itself by insurance in respect thereof.

13.3 Delegates acknowledge that they participate and attend events at their own risk.

14. TERMINATION OF CONTRACT

14.1 The Client may terminate this Contract immediately by written notice to Conexus if Conexus:

- (a) breaches this Contract and fails to remedy such a breach within 14 days' notice requiring it to do so;
- (b) breaches a term of this Contract that is not capable of being remedied;
- (c) cancels the event being sponsored by the Client;
- (d) goes into liquidation, has a receiver, a receiver and manager, administrator or similar person appointed, enters into a scheme of arrangement with creditors or is unable to pay its debts as and when they fall due.

14.2 In the event the Client terminates the Contract under clause 14.1, Conexus will refund in full any Fee paid to it by the Client and for the avoidance of doubt no further Fees will be payable by the Client to Conexus under the Contract.

14.3 Where the Client terminates the Contract outside of the provisions of clause 14.1, it will forfeit any payment made to Conexus.

15. PRIVACY ACT

Conexus represents and warrants to the Client that, for the term of this Contract and as long as Conexus holds Personal Information (which has the same meaning as in the *Privacy Act 1998* (Cth) (**Privacy Act**)) after termination of the Contract:

- (a) Conexus will collect, store, use, disclose and otherwise deal with all Personal Information in accordance with its privacy policy, and only:
 - i. to the extent necessary to provide the services detailed under this Contract and otherwise comply with Conexus's obligations under this Contract; and
 - ii. in accordance with the Privacy Act and its Australian Privacy Principles as amended from time to time.
- (b) Conexus will not use the Personal Information for any purposes other than the purposes for which the Personal Information was provided to Conexus unless the Client or the individual has agreed to such use in writing.

16. FOR CONTRA ADVERTISING ONLY

16.1 If you agree with Conexus that you will supply goods or services (**Prize**) as non-monetary consideration for advertising space, you must provide a valid tax invoice to the same value of the fee and the GST payable.

16.2 You and Conexus agree that neither will pay money to each other, on the basis that the GST-inclusive value of the goods or services is equal to the GST inclusive value of the Prize. The parties must simultaneously give each other tax invoices for each supply of the same value. You will accept recipient-created tax invoices issued to you by Conexus if you have not sent a tax invoice to Conexus within 28 days of the draw date of the applicable competition, or the on-sale date of the relevant magazine, whichever is earlier.

16.3 If the product or service you supply is not GST applicable, you may be liable to pay the GST to Conexus.

16.4 Without limiting warranties and other terms implied into any contra agreements by law, you warrant to Conexus that all Prizes will be fit for their purpose, of merchantable quality and supplied in full compliance with all representations made in applicable advertising materials.

17. FOR ONLINE ADVERTISING ONLY

17.1 Conexus makes no guarantees with your advertising, the usage statistics, user clicks or level of impressions for Conexus online publications.

17.2 You accept that the statistics provided by Conexus are the official, definitive measurements of Conexus online publications.

18. DURING CONEXUS EVENTS

18.1 Clients agree NOT to schedule private dinners or events with delegates during the conference except where time is provided specifically for this purpose. Clients also agree NOT to remove investor delegates from conference sessions for private meetings without the specific permission of the conference producer. All conferences are designed to provide time for both private meetings and entertainment purposes.

18.2 Where sponsorship includes a presentation or talk, materials must be provided no later than 21 days prior to the start of the event, to be vetted by the conference producer. If provided after this time, you may relinquish your right to speaking. The conference producer has

the sole right to edit and determine the appropriateness of presentations. At all Conexus Financial events, we do not allow product or 'company' promotion rather educational material and discussion.

19. GENERAL

19.1 These terms and conditions are governed by the laws in force in New South Wales, Australia and each party agrees to the non-exclusive jurisdiction of the courts of New South Wales.

19.2 You may not assign or otherwise transfer any of your rights or obligations under these terms to any other person without Conexus's consent. Conexus may assign or otherwise transfer any of its rights or obligations under these terms without your consent.

19.3 If Conexus fails to enforce, or delays in enforcing, any of these terms, this will not operate as a waiver and will not affect Conexus's right to later require strict compliance with these terms.

19.4 The terms of the booking confirmation and this agreement record the entire agreement between you and Conexus relating to the matters dealt with in this agreement and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.

19.5 The terms of this Contract are subject to any obligations or prohibitions imposed on Conexus by law from time to time, the exclusion or enforcement of which would contravene any statute or cause this Contract or any part of it to be void.