

## TERMS AND CONDITIONS FOR SPONSORS

### 1. WHEN DO THESE TERMS APPLY?

- 1.1 These terms and conditions will apply to you (You, Your, the “**Client**”), every time you request to sponsor any Conexus Events (**Contract**).
- 1.2 “**Events**” refers to all and any sponsored events (including but not limited to conferences and roundtables) run by Conexus Financial Pty Ltd (ABN 51 120 292 257) (**Conexus**).

### 2. HOW DO I REQUEST SPONSORSHIP?

- 2.1 You can request sponsorship of any Events owned by Conexus at any time directly with Conexus. Conexus can reject sponsorship at any time for any reason.
- 2.2 Conexus will, if it accepts Your request, send You a confirmation booking order approval, which will contain the specific details and benefits that will apply to Your sponsorship and to which You must reply with your acceptance (“**Sponsorship**”).
- 2.4 We may vary Conexus’s standard terms and conditions at any time and when changed Conexus will make a new copy of the terms available on this site <https://conexusfinancial.com.au/>. A variation will take effect immediately after we have placed the terms on site for all new orders placed. Please regularly check the site to view the current Terms and Conditions.
- 2.5 Conexus makes no representation in relation to the success of Your Sponsorship or response levels to the advertising or Event audience numbers 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 withdraw advertising or publications or Events from the public at any time on reasonable grounds. Other than is set out in this Contract, Conexus is not liable to You if it does withdraw your Sponsorship or withdraw a publication or Event that contains your Sponsorship.

## 4. MATERIAL SPECIFICATIONS AND DEADLINES

- 4.1 You must deliver the materials required to promote Your Sponsorship (**Material**) to Conexus by the date Conexus specifies (**Publication Material Deadline**). If You do not, Conexus may not be able to 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. Conexus can change the on-sale date of Events at any time without notice.
- 4.2 The Material must be in the form that Conexus requires for the Event or publication 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 of invoice, pay Conexus for the costs of the conversion, plus a handling fee of 25 per cent.
- 4.3 You may request the return of your Material from Conexus prior to the Publication Material deadline. If You do so, You must pay the expenses incurred by Conexus along with the fees referred to in clause 5.1.
- 4.4 Conexus acknowledges that Your Material may contain Your pre-existing intellectual property and Conexus agrees that it shall obtain no intellectual property rights in Your pre-existing intellectual property, except for a limited, non-exclusive, irrevocable licence to reproduce the Materials for the Sponsorship. Conexus shall not cause (or permit to be caused) any use of Your Materials which may mislead the public or be detrimental to or inconsistent with your goodwill or reputation. Subject to clause 4.2 Conexus shall not alter Your Materials in any way without your prior written consent.

## 5. PAYMENT TERMS, SPECIAL CONDITIONS AND REFUNDS

### General

- 5.1 The booking confirmation will contain the amount You must pay for the Sponsorship (**Fee**). The Fee is exclusive of goods and services tax (**GST**). Conexus will provide You with an invoice stating the Fee and the GST payable. Where these terms provide for the issuance of a “**Credit**”, this means a non-transferable, non-redeemable-for-cash credit note issued by Conexus equal to the relevant Fee (or portion thereof), redeemable solely against future Conexus Events within the period specified in the applicable clause.
- 5.2 All Sponsorships are to be paid upon invoicing. Invoices will be issued prior to the event (roundtable Sponsorships will be invoiced three (3) months prior to the Event and conference Sponsorships will be invoiced 50% (fifty per cent) upon completion of the confirmation booking and 50% (fifty per cent) three (3) months prior to the Event, unless otherwise agreed in writing by Conexus).
- 5.3 Credit policy for conference delegates – For cancellations received in writing thirty (30) days or more prior to the event, Conexus will issue a Credit equal to the Fee paid, less a 10% (ten per cent) administration fee. The Credit may be applied to any future Conexus Event within twenty-four (24) months of the date of cancellation. Credits are non-transferable and have no cash value. No cash refund will be provided. Cancellations received within thirty (30) days of the event will not be eligible for a Credit; however, an alternate delegate may be arranged for no extra Fee, subject to our approval.
- 5.4 Once registration is complete, complimentary delegates agree to attend and participate and/or advise inability to attend within thirty (30) days of the event. Conexus reserves the right to invoice complimentary delegates for catering costs incurred.

5.5 If in the opinion of Conexus, an Event should be rescheduled or relocated, by re-arrangement or postponement of the period of the Event, or by substitution of another hall or building or in any other reasonable manner, the Contract shall remain binding upon both parties provided the Client has consented in writing to the re-arranging or postponement of the Event. If the Client does not consent (which consent shall not be unreasonably withheld) then the Client may elect to terminate the Contract under clause 11.1.

5.6 If any Events are required to be cancelled due to circumstances outside of the control of Conexus, the Client will be offered a Credit equal to the Fees paid, which may be applied to any future Conexus Event within twenty-four (24) months. No cash refund will be provided in these circumstances. The Credit represents the Client's sole remedy in the event of cancellation under this clause.

#### **During Events**

5.7 Clients agree NOT to schedule private dinners or events with delegates during the Event 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.

5.8 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 Events, we do not allow product or 'company' promotion rather educational material and discussion.

5.9 You acknowledge that Delegates participate and attend events at their own risk.

5.10 You and Your delegates acknowledge that the Materials presented at an Event are copyrighted and cannot be re-used without the express written permission of Conexus and the presenter of those materials.

#### **6. FAILURE TO PAY AND OTHER BREACHES**

6.1 If a Client fails to pay their Fees in accordance with clause 5, breaches a term of this Contract that cannot be remedied or if a Client suffers an insolvency event, Conexus may (at its discretion and without limitation):

- a) require cash pre-payment of further 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 the Sponsorship, including without limitation any legal costs on a full indemnity basis; and
- e) cease publication of any further Sponsorship Material on behalf of the Client and terminate any Contract in relation to the Sponsorship.

#### **7. WARRANTIES FROM YOU**

7.1 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
- d) is not unlawfully discriminatory.

7.2 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.

#### **8. LIMITATION OF LIABILITY**

8.1 To the extent permitted by law:

- a) both parties exclude 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 Sponsorship again or the cost of having those services supplied again, whichever Conexus determines in its absolute discretion.

8.2 Conexus will not be liable to you or any other person for any loss of whatever kind suffered as a result of the Sponsorship not being available where such event arises from any cause beyond Conexus's reasonable control.

#### **9. INDEMNITY**

9.1 The Client indemnifies Conexus and its agents, servants, officers, employees and all other members of Conexus against all claims, losses, expenses, liabilities and damages arising out of, or relating to, any breach of this Contract by the Client or the negligent act or omission or wilful misconduct of Client, its employees, agents or representatives in performing this Contract or otherwise in connection with the Event or publication of advertising, including in connection with Client's occupancy or use of the Event site or a part thereof. The Client's liability under this indemnity is subject to the limitation of liability in clause 8 and will be reduced by the extent to which any damages, losses and/or claims arise out of the negligent act or omission or wilful misconduct by Conexus and their respective agents, servants and employees.

## 10. INSURANCE LIABILITY

10.1 Conexus will maintain general liability, property, and workers' compensation insurance as required by applicable law (including the Workers Compensation Act 1987 (NSW)) and in amounts commercially reasonable for a similarly situated company facilitating similar conference events and advertising.

10.2 Conexus will not be responsible for the contents of or safety of any Material, exhibit or property of the Client, or any other person, or 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 fire, storm, tempest, lightning, earthquake, national emergency, war, terrorism, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of Conexus. The Client must effect and maintain their own insurance for these risks.

10.3 Conexus will not be responsible for any losses associated with the Client's 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, terrorism, riot, martial law, or the act of any lawfully constituted authority in the furtherance of maintaining public order). The Client must effect and maintain their own insurance for these risks.

10.4 The Client hereby acknowledges that Conexus has advised the Client to obtain, at its sole expense, insurance for its Material and property against loss or damage, and public liability insurance against injury to the person or property of others and cancellation costs and professional indemnity insurance and that in the event the Client chooses not to obtain

such insurance, the Client does so at its own risk.

## 11. TERMINATION OF CONTRACT

11.1 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.

11.2 In the event the Client terminates the Contract under clause 11.1(a), 11.1(b) or 11.1(d) (breach or insolvency of Conexus), 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. In the event the Client terminates the Contract under clause 11.1(c) (cancellation of the Event), Conexus will issue the Client a Credit equal to the Fees paid, which may be applied to any future Conexus Event within twenty-four (24) months, and no cash refund will be provided.

11.3 Where the Client terminates the Contract outside of the provisions of clause 11.1, the Client will still be liable for the Fee.

## 12. PRIVACY

Conexus represents and warrants to the Client that, for as long as Conexus holds Personal Information (which has the same meaning as in the Privacy Act 1988 (Cth) (**Privacy Act**) and any applicable data protection legislation pursuant to the Contract that:

- (a) Conexus will collect, store, use, disclose and otherwise deal with the 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 any applicable data protection legislation 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 consented to such use.

## 13. GENERAL

(a) Contract is 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.

(b) You may not assign or otherwise transfer any of your rights or obligations under this Contract to any other person without Conexus's consent. Conexus may assign or otherwise transfer any of its rights or obligations under this Contract without your consent.

(c) If either party fails to enforce, or delays in enforcing, any of these terms of this Contract, this will not operate as a waiver and will not affect the other party's right to later require strict compliance with these terms.

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

(e) The terms of this Contract are subject to any obligations or prohibitions imposed on both parties 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.