

1. AGREEMENT TO TERMS, CONDITIONS AND RULES

(A) The Sponsor/Exhibitor/Partner ("Client") agrees to observe and abide by the Terms and Conditions set forth below and by such additional Terms, Conditions, Policies and Rules made by Australasian Talent Conference Pty Ltd ACN 121 579 833 also known as ATC Events & Media ("ATC Events & Media") as trustee for the ATC Unit Trust ABN 12 659 624 945 ("ATC") on notice to the Client from time to time with respect to the Client's proposed sponsorship of and attendance at any event or conference ("Conference") undertaken by ATC.

(B) The Application to which these Terms and Conditions are annexed ("Application"), these Terms and Conditions, including all documents incorporated herein by reference and those specific terms of such additional Terms, Conditions, Policies and Rules made by ATC that are either consistent with these Terms and Conditions constitute the entire agreement between ATC and the Client relating to the subject matter hereof ("Agreement"), and supersede all prior agreements and understandings between them, whether written or oral.

(C) The Client agrees to sign the Australasian Talent Conference 2026 ("ATC2026") Terms and Conditions electronically and may opt-in to request for a paper form Agreement.

(D) The Client acknowledges that the electronically signed Agreement forms a part of the ATC2026 Exhibitor Package Application and Agreement.

(E) Each party agrees that **electronic signatures**, whether digital or encrypted, of the parties included in this Agreement, have the same force and effect as manual signatures.

2. FEE AND PAYMENT SCHEDULE

(A) The fees payable by Client under this Agreement are set out in the Application and is payable on the date and in accordance with the terms set out in the tax invoice issued by ATC. The fees shall be paid in Australian dollars.

(B) If the Client does not pay the fees in full by the due date for payment, ATC may at its discretion revoke the Client's assigned Sponsorship level, status, and privileges stated in the Application and reassign the sponsorship package to other applicants. Any deposits or part payments paid by the Client shall be forfeited in such event. In all cases, no Client shall be allowed to attend, speak, or install its exhibit at a Conference unless the invoice has been fully paid in accordance with its terms.

(C) If the Client is late in making payment, without affecting ATC's other rights, it may suspend the provision of services under this Agreement, terminate this Agreement and charge the Client a late-payment charge, from the due date until paid, at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law.

(D) ATC's revocation of the Client's sponsorship or termination of the Agreement due the Client's non-payment of the fees pursuant to this clause 2 shall be deemed a cancellation of this Agreement by the Client under clause 3 and all such unpaid fees shall remain payable to ATC in accordance with clause 3.

(E) All amounts payable or other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST. Where a supply is a taxable supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the supply. All GST must be paid at the time any payment to which it relates is payable (provided a tax invoice has been issued for the supply). Where any GST payable is not referable to an actual payment, then it must be paid within 14 days of a tax invoice being issued by the party making the supply.

3. CANCELLATION POLICY

(A) If the Client notifies ATC in writing within 14 days of signing the Application that they no longer wish to participate in the Conference, the Client shall only be required to pay 50% of the total fees (including GST) owing to ATC under this Agreement. If the Client has on the date of cancellation paid to ATC more than 50% of the total fees payable (including GST), ATC will refund the balance over 50% to the Client within 7 days of cancellation. The Client will otherwise remain liable to pay ATC 50% of the total fees payable under this Agreement and this obligation shall survive cancellation.

(B) If the Client notifies ATC in writing any time after 14 days of signing the Application that they no longer wish to participate in the Conference, the Client shall not be entitled to any refund of the fees already paid and shall remain liable to pay ATC 100% of any outstanding and unpaid fees and this obligation shall survive cancellation.

4. ASSIGNMENT OF EXHIBIT SPACE

(A) If applicable, an exhibitor space will be assigned by ATC to the Client in line with what is itemised in the Agreement inclusions ("Exhibit Space"). ATC reserves the right to modify the floor plan and location of the Exhibit Space at its discretion. Without limitation, such modification of the floor plan and location of the Exhibit Space may be a result of the floorplan layout requirements by the venue, OHS guidelines, public health advice or to accommodate additional or other participants at the Conference. In all instances, ATC reserves the right to determine final placement of the Exhibit Place allocated to the Client.

(B) If applicable, ATC shall assign the Exhibit Space to the Client for the period of the Conference, provided the Conference building is made available to ATC during that period. Such assignment is made for the period of the Conference only and does not imply that the same or similar space will be held for or offered to the Client for future Conferences.

5. EXHIBIT STAND EQUIPMENT

ATC may offer a variety of Exhibit Spaces in both size and materials. Any specific requirements for utilities, security, materials, signage, Wi-Fi etc. must be requested in writing, will remain subject to ATC's prior written approval, and may attract additional fee(s). All electrical equipment such as laptops, monitors and charges brought onto the Conference Building by the Client must be tested and tagged and meet the requirements of all applicable laws and regulations.

6. EXHIBIT DISPLAYS AND DECORATIONS

(A) Merchandise, signs, decorations, or display fixtures shall not be glued, taped, nailed, or tacked to walls or any other fixed internal surfaces. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be brought into or out of the Exhibit Space during allocated exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or projected above or beyond the limits of Exhibit Space.

(B) The Client must obtain from all persons who have moral rights conferred by the Copyright Act 1968 (Cth) in connection with any promotional materials which it uses under this Agreement for the purposes of the Conference all necessary written consents such that the use of the materials in the manner contemplated by this Agreement or in any other way by the Client, its licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright in the materials will not infringe any person's moral rights.

7. BUMP IN/OUT AND CONFERENCE HOURS AND DATES

(A) The allocated hours and dates for installing, showing, and dismantling Exhibits shall be those specified by ATC from time to time.

(B) Bump out and dismantling of Exhibits must be completed within one hour of the completion of the entire Event. This includes removal of all merchandise, signs, decorations, displays, etc. Any bump out exceeding the agreed time will be a minimum charge of AU\$500 (including GST) per half hour or part thereof and be invoiced and payable 14 days from date of invoice.

(C) All Exhibits must be open for business during all exhibit hours, and no dismantling or packing may be started before the official close of the Conference irrespective of whether this Agreement is terminated earlier.

8. PRIVACY

(A) In this Agreement, "Privacy Laws" means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage, and transmission of "Personal Information" (as defined in the Privacy Laws) which is applicable to a party in the performance of its obligations under this Agreement, including without limitation any codes, principles or guidelines contained in or arising out of such legislation.

(B) ATC warrants that it will comply with the Privacy Laws and has obtained the consent of delegates to have their Personal Information disclosed to the Client and to being contacted by the Client for marketing purposes.

(C) If ATC discloses Personal Information to the Client for the purposes of or in connection with this Agreement, the Client will: (i) conform with its statutory obligations under the Privacy Laws; (ii) immediately notify ATC if it becomes aware of any unauthorised access to, or unauthorised disclosure of, such Personal Information, and provide advice as to whether it considers that such security breach may result in serious harm to any individual to whom the information relates; (iii) comply with any directive from ATC as to which party will discharge any mandatory reporting obligation arising from the incident; (iv) conduct or assist ATC in conducting a reasonable and expeditious assessment of the breach or suspected breach; and (v) ensure compliance with all mandatory data breach reporting obligations arising out of the breach or suspected breach.

9. LIMITATION OF LIABILITY AND INDEMNITY

(A) Neither ATC nor the owners or lessee's of the Conference facility or lessee's of the centre ("Centre Proprietors") nor any of their officers, agents, employees or other representatives shall be held liable for and they are hereby released (to the extent permitted by law) from, liability for any indirect, incidental, special, indirect or punitive damage, loss, harm or injury to the person or property of the Client or any of its related bodies corporate, officers, agents, employees, or other representatives, howsoever arising (including in negligence).

(B) The Client agrees to indemnify, defend and protect each of the ATC and the Centre Proprietors against, and hold and save ATC and the Conference Building harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of or are connected with any acts, or failures to act, or negligence of the Client, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from (i) any infringement of third party intellectual property rights including without limitation the unauthorised use of a trademark or copyright or (ii) the Client's non-compliance with any applicable laws and regulations, including Health, Safety and Workplace regulations.

(C) In no event shall ATC be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. The Client agrees that the liability of ATC for damages, regardless of the form of action, shall in any event be limited to the aggregate Fees paid under this Agreement.

10. CLIENT'S AND ATC'S RESPONSIBILITIES; TALENT TECH DIRECTORY

(A) Principal(s) and/or employee(s) of the Client must be present in the Exhibit Space at all times during the opening hours of the Conference. The Client must exercise the rights and pursue the opportunities granted under this Agreement in a manner consistent with the good name, goodwill, reputation and image of ATC and the Conference and in compliance with all applicable laws, regulations, and industry standards.

(B) ATC shall not be responsible for errors or omissions on the Conference Website, Conference Agenda, Event Mobile App, ATC Talent Tech/Find A Supplier page and/or any Conference related material(s). The Talent Tech/Find A Supplier Listing Terms & Conditions are incorporated into and form part of this Agreement and can be found [here](#).

11. ASSIGNMENT

The Client shall not assign to a third party its rights hereunder to the Exhibit Space or any portion thereof without the prior written consent of ATC which consent ATC may withhold in its sole discretion. If such consent is given, the Client shall assume full responsibility for the conduct of the assignee.

12. SALE OR TRANSFER OF CLIENT'S BUSINESS

In the event of the sale or transfer of a substantial portion of the assets of a Client's business, or of a 1/3 or more controlling interest in the Client, or in the event of a substantial change in the business of the Client prior to the Conference, ATC may, at its option, terminate this Agreement with that Client.

13. UNION LABOR

The Client must comply with all laws and union regulations applicable to setup, display and dismantling of its Exhibit.

14. FIRE RULES

The Client shall not pack merchandise in paper, straw, excelsior, or any other readily inflammable material. All cartons stored in the Conference Building shall be emptied of contents. The Client shall not use flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. All wiring devices and sockets brought into the Conference Building by the Client shall be in good condition and meet the requirements of all applicable laws and regulations.

15. OBSERVANCE OF LAWS

(A) The Client warrants that they have read, and will at all times observe and abide by the COVID guidelines as per the [Australian Government Department of Health](#) as varied from time to time.

(B) The Client shall abide by and observe all applicable laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Conference Building.

16. CLIENT CONDUCT

The Client and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of ATC is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. ATC, in its sole and absolute discretion, may withdraw its consent at any time, in which event the Client shall terminate such activity forthwith. The Exhibit Space shall not be used for entertaining unless prior approval from ATC is provided in writing. The Client shall not lead buyers from one exhibit space to another or to elevators or escalators. The Client shall not enter into another Client's space without invitation or when unattended. Neither the Client nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste.

17. RIGHTS OF INDIVIDUALS WITH DISABILITIES

The Client warrants and represents that it is in full compliance with the rights of individuals with disabilities to fully participate and have access to their Exhibit and all regulations hereunder and agrees that it shall be responsible for the readily achievable removal of barriers relating to its exhibit and the provision of auxiliary aids and services where necessary to ensure effective communication of the Client's product or services to disabled attendees at the Conference.

18. TERMINATION

(A) Without prejudice to any other rights it may have, ATC may terminate this Agreement by notice in writing to the Client in the following circumstances: (i) the Client is in breach of any of the terms of this Agreement (other than for non-payment of fees) and fails to remedy the breach within 7 days after the date on which written notice of the breach has been served on the Client; (ii) the Client is in breach of its payment obligations under clause 2, ATC may immediately terminate this Agreement by providing written notice to the Client; (iii) if the Client becomes subject to an Insolvency Event (defined below); (iv) if, for any reason, Client, in the reasonable opinion of ATC, comes into general disrepute or is the subject of criticism that may adversely reflect upon ATC, ATC may immediately terminate this Agreement by providing written notice to the Client. In the event of termination in accordance with this sub-clause (A), the Client acknowledges and agreed that: (i) it shall not be entitled to a refund of any fees or other amounts paid to ATC under this Agreement; and (ii) such termination shall be deemed a cancellation for the purposes of clause 3 and all unpaid fees shall remain owing to ATC and this obligation will survive termination of the Agreement.

(B) In this Agreement, "Insolvency Event" means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.

19. INABILITY TO HOLD CONFERENCE

If, because of war, pandemic, epidemic, public health concern, fire, strike, construction or renovation of the Conference and/or Exhibit Facility, logistical problems, border closures, government regulation, public catastrophe, terrorist attack, act of God or the public enemy or other cause beyond the control of ATC (including without limitation in relation to the COVID-19 pandemic), the Conference or any part thereof is prevented from being held or the Conference Building and/or Exhibit Space or any part thereof becomes unavailable (in the reasonable opinion of ATC), ATC shall use best endeavours to relocate or reschedule the Conference and transfer all credit and inclusions afforded to the Client under this Agreement to a new location or rescheduled date. Should for any reason ATC not be able to relocate or reschedule the same or similar Conference at a different time, ATC shall credit and transfer the full amount paid by the Client to a future ATC event and/or digital service offering. The Client acknowledges and agrees that it will not be entitled to any refund of fees or other amounts paid to ATC under this Agreement in the event a Conference is relocated or rescheduled or transferred to a future ATC event and/or digital service offering by ATC for those reasons set out in this clause.

20. NOTICES

(A) Any notice given by a Client in connection with this Agreement must be in writing and must be addressed to ATC and either: (i) hand delivered to, or sent by post to, the ATC's registered office, principal place of business or any other address ATC notifies in writing for the service of notices; or (ii) sent by email to the email address ATC notifies in writing for the service of notices.

(B) A notice is taken to have been given: (i) in the case of being hand delivered, on the date on which it is delivered; (ii) in the case of being sent by post, on the third (seventh if sent to an address in another country) day after the date of posting; and (iii) in the case of delivery by email, at the time sent unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

21. GOVERNING LAW; AMENDMENTS

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Victoria, Australia as if it is in an agreement made and to be performed entirely within Victoria, Australia. This Agreement may not be amended or modified except by written notice by ATC.

22. SEVERABILITY; WAIVER

If any part of this Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable. Any ATC decision, selection of any course of action, or exercise of any right or remedy is at its sole option and the discretion and does not waive or prejudice ATC as to any other choice. ATC's failure at any time to require Client's strict compliance with any part of this Agreement shall not thereafter waive or reduce ATC's right to require strict compliance with the same or any other provision of the Agreement.

23. RELATIONSHIP

Nothing contained or implied in this Agreement constitutes a party, the partner, agent, or legal representative of the other party for any purpose, or creates any partnership, employment, agency, or trust. Neither ATC nor the Client has the authority to bind the other party in any way.

24. CONFIDENTIALITY

The Client agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from ATC as a result of discussions, negotiations and other communications with ATC in relation to its products or services, this Agreement and the Conference.