

Local Buy - Event Terms and Conditions

Recitals

- A. All persons attending a Local Buy Event acknowledge that participation at Local Buy conferences and events implies certain responsibilities.
- B. All details provided in these terms and conditions apply to all Attendees and are subject to change, as notified by Local Buy from time to time.

Definitions:

Attendees means any registered persons attending a Local Buy Event.

Exhibitors means any registered organisation that has a trade booth, subject to Local Buy's approval. An Exhibitor may also be a Sponsor.

Local Buy means Local Buy Pty Ltd.

Sponsor means any registered organisation that sponsors the Local Buy Event, subject to Local Buy's approval.

Sponsorship/Exhibition Fee means the fee payable to Local Buy by the Sponsor/Exhibitor in consideration of being provided sponsorship and/or exhibition at the Local Buy Event.

Operative Provisions

Registration:

1. All prospective Attendees must register online to attend the Local Buy Event, including any employees/delegates of the Exhibitors/Sponsors.
2. Local Buy is committed to providing a safe, respectful and inclusive event for all attendees. By registering for this event, you agree to treat all event attendees and event staff in a respectful and inclusive manner at all times.
3. The Local Buy Event may only be attended by registered Attendees, subject to Clause 1.
4. Upon registration of the Attendees (other than Exhibitors and Sponsors), Local Buy will issue an invoice to the Attendee, which must be paid within 30 days from the date of invoice. Payment must be made in full in order for an Attendee's registration is confirmed. Exhibitor/Sponsor's payment obligations shall be in accordance with Clause 9.

Risk & Liability:

5. Local Buy warrants that it has public liability insurance of at least \$10 million for each occurrence with a reputable insurer and in respect of a Local Buy Event and will provide a copy of the Certificate of Currency in respect of such insurance upon request by an Attendee.
6. All Attendees are required to follow all reasonable instructions provided by Local Buy or the event venue staff (including but not limited to, workplace health and safety, insurance, noise restrictions, damages, cleaning, venue limitations, venue compliance elements as well as any actions that are considered contrary to standard professional ethics).

7. Attendance at the event is at the Attendees risk. Local Buy accepts no liability whatsoever (other than as required at law) for any losses that an Attendee may suffer.
8. The Attendees agree to indemnify Local Buy for any injuries (including death) and property damage caused or contributed to by the Attendees (including its employees, sub-contractors or agents).

Exhibitor/Sponsor Specific Terms:

9. Online registration constitutes the Exhibitor/Sponsor's offer to exhibit and/or sponsor at the Local Buy Event.
10. Following the Exhibitor's offer, Local Buy will forward a tax invoice to a prospective Exhibitor/Sponsor for the Sponsorship/Exhibition Fee which must be paid in full by the Exhibitor / Sponsor within 30 days.
11. Local Buy acceptance of the Exhibitor / Sponsor's offer shall be in writing and is subject to the Exhibitor / Sponsor 's full payment of the Sponsorship/Exhibition Fee.
12. Local Buy reserves the right to amend trade booth locations and allocations as well as all other aspects of the event including the program, speakers, and stated times. Any Exhibitor/Sponsor likely to be impacted by any change will be kept informed, to the extent reasonably practicable.
13. It is the responsibility of the Exhibitor / Sponsor to promptly notify Local Buy of any change to participation or involvement.
14. Exhibitors must meet all deadlines reasonably set by Local Buy or the venue (including, but not limited to, signage, registrations, printing, etc).
15. Exhibitor's additional support staff registrations (i.e. available only for supporting the booth and NOT attending plenary sessions) will be charged per person per day and subject always to availability. There is a maximum of two extra registrations per booth. However, if additional support booth staff wish to attend conference sessions the corporate registration fees apply. Additional support booth staff registrations may be swapped between staff at the event with a maximum of four staff permitted per booth at any one time.
16. Booths may only be represented by one organisation (i.e. the Exhibitor/Sponsor).
17. Exhibitors operating the exhibition booths are entitled to distribute one item of merchandise.
18. Each Sponsor/Exhibitor is responsible for the distribution of its merchandise (if any).

Cancellation / Termination:

General

19. Should there be a requirement for an event to be rescheduled, then Local Buy will endeavour to hold the equivalent event within the subsequent 12-month period (of the original event date). Any monies paid to the Local Buy under this agreement to continue to be

held by the Local Buy for allocation to the rescheduled event.

20. Should there be a circumstance where the event cannot be rescheduled within the subsequent 12-month period (of the original event date) it will be deemed to have been cancelled. Local Buy will make a full refund of all monies paid under this agreement in relation to a cancelled event.
21. An Attendee that is not an Exhibitor or Sponsor may cancel its registration to attend the Local Buy event at any time and shall be entitled to a full refund unless Local Buy is advised of cancellation in writing four weeks prior.
22. Local Buy shall be entitled to cancel the Local Buy Event at its convenience by notice to all Attendees. In such circumstances, Local Buy will return any fees paid to it by Attendees in connection with the Local Buy Event without any further liability.

Termination of Sponsorship / Exhibition Booth

23. Local Buy may terminate a Sponsor's sponsorship for convenience at any time and will in such circumstances return the paid Sponsorship/Exhibition Fee.
24. Without limitation to Clause 20, Local Buy may immediately terminate an Exhibitor/Sponsor's sponsorship and/or exhibition for cause where:
 - a. payment has not been received within 30 days of the tax invoice date;
 - b. the Exhibitor is in breach of these terms and conditions and such breach cannot be remedied;
 - c. the Exhibitor is in breach of these terms and conditions and fails to remedy such breach within 14 days of notice by Local Buy;
 - d. the Exhibitor brings Local Buy into disrepute; or
 - e. where the Exhibitor ceases to trade.
25. The Exhibitor/Sponsor may terminate its sponsorship and/or exhibition for cause immediately by written notice where:
 - a. Local Buy is in breach of these terms and conditions, and such breach cannot be remedied;
 - b. Local Buy is in breach of these terms and conditions and fails to remedy such breach within 14 days of notice by the Exhibitor; or
 - c. where Local Buy ceases to trade.
26. Subject to Clause 25, Exhibitors may terminate its sponsorship/exhibition for convenience at any time by email to Local Buy Marketing@localbuy.net.au).
27. Where the Exhibitor/Sponsor terminates its sponsorship/exhibition for convenience in accordance with Clause 24, it will be entitled to the following refund:
 - a. Written notification received six weeks prior to the event date = 50% refund entitlement.

- b. Written notification received less than five weeks prior to the event date = 0% refund entitlement.

28. Local Buy may, at its sole discretion, refund a higher proportion of the Sponsorship/Exhibition Fee where it is able to secure a replacement sponsor for the same sponsorship package.

Privacy:

29. Privacy Local Buy agrees to comply with the Privacy Act 1988 (Cth).
30. All Attendees must indicate whether they consent to the use of personal data and photography outlined in Schedule A during the registration process. Local Buy shall be entitled to rely on any consent provided by an Attendee upon registration.

SCHEDULE A

PERSONAL DATA AND PHOTOGRAPHY CONSENT

Data Processing Consent

We only use personal information for the purpose, that was requested of us, or for the purposes which directly relate to one of our functions or activities. We will not provide your personal information to other entities or bodies that are not associated with this event/s.

We may share your Personal Data with our other delegates and service providers who process Personal Data on behalf of Local Buy to perform certain business-related functions.

These will include:

- Other departments of Local Buy.
- Catering companies, restaurants, and venues, where you have nominated any dietary or special requirements.
- Event Sponsors, Exhibitors, presenters and all other Attendees.

All Attendees must provide its consent regarding use of personal data as part of its online registration to attend the Local Buy Event.

Granting photography permission

A professional photographer may be onsite during the event. Any photographs taken may be used for the following purposes:

websites or social media accounts.

- Advertisements.
- promotional publications.
- Local Buy newsletter or article.
- Internal publications.
- other marketing materials.

All Attendees must provide its consent regarding use of photographs as part of its online registration to attend the Local Buy Events.