

Terms and Conditions for Sponsorship at the Capricorn 2012 Convention

In consideration of the fee paid to Capricorn Society Limited ACN 008 347 313 ("Capricorn") as set out in the attached Sponsorship Application Form ("Fee"), and upon confirmation of acceptance of the Sponsorship Application Form in accordance with paragraph 1 below, Capricorn grants to the entity or person named on the Sponsorship Application Form ("the Sponsor") the benefits of sponsorship listed in the Sponsorship Application Form and in the accompanying promotional flyer (the "Sponsorship Rights") at the Capricorn 2012 Convention (the "Convention") to be held at Club Med Phuket, Thailand (the "Resort") between 5-12 May 2012 subject to the following terms and conditions (the "Sponsorship Terms"):-

1. Capricorn will advise each entity or person who submits a Sponsorship Application Form for consideration as soon as practicable whether their application has been accepted and, if so, which sponsorship package they will be providing. Capricorn will issue a tax invoice with respect to the Fee to successful applicants shortly thereafter.
 2. Payment of the Fee for the Sponsorship Rights must be made by 31 January 2012 (the "Final Date for Payment").
 3. The following shall apply with respect to cancellations:
 - 3.1 Either party may cancel prior to the Final Date for Payment.
 - 3.2 In the event that Capricorn cancels after the Final Date for Payment, other than in accordance with clause 11, Capricorn agrees to refund any payment(s) made (including the Fee) by the Sponsor.
 - 3.3 In the event that the Sponsor cancels after the Final Date for Payment, payment(s) made will be non-refundable and the Sponsor remains liable for full payment of the Fee.
- Upon cancellation for any reason these Sponsorship Terms will be at an end and the Sponsor and Capricorn will be released and releases and discharges the other from further performance under these Sponsorship Terms. For the avoidance of doubt, the rights and obligations of the parties accrued prior to cancellation continue to apply.
4. The Sponsor shall be entitled to the Sponsorship Rights only and nothing in the Sponsorship Terms shall be construed as granting any other rights or benefits to the Sponsor whatsoever.
 5. Notwithstanding anything else contained in these Sponsorship Terms the grant of Sponsorship Rights is subject to Capricorn's prior approval of the Sponsor's advertising and promotional content or material to be used in accordance with the Sponsorship Rights, including, without limitation, any content or materials of a third party ("Sponsor Content"). Capricorn reserves the right to withhold approval of Sponsor Content on any basis whatsoever and shall not be held liable for any loss, claim, demand, obligation, expense, cost or damage the Sponsor may expend, suffer or incur by reason of or in any way consequent upon, arising out of or incidental to, Capricorn's decision to withhold approval of the Sponsor Content.
 6. For the avoidance of doubt, the failure of Capricorn to expressly approve Sponsor Content prior to the exercising of the Sponsorship Rights shall not be construed as implied consent and it shall be the Sponsor's responsibility to ensure express approval is granted prior to exercise of the Sponsorship Rights.

7. The Sponsor shall be solely responsible and liable for all and any Sponsor Content used in accordance with Sponsorship Rights.
8. The Sponsor warrants that all Sponsor Content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor pursuant to the Sponsorship Rights:
 - 8.1 complies with the specifications (if any) stated in the Sponsorship Application Form;
 - 8.2 is truthful and accurate and complies with all applicable legislation, regulations, rules and standards (including, but not limited to, decency, privacy and intellectual property rights); and
 - 8.3 complies with these Sponsorship Terms.
9. The Sponsor fully indemnifies and holds Capricorn harmless against any loss, damage, action, demand, expense, claim or obligation Capricorn has or may expend, suffer or incur by reason of or in any way consequent upon, arising out of or incidental to the Sponsor's breach of these Sponsorship Terms.
10. In exercising the Sponsorship Rights, the Sponsor shall not do anything or become involved in any situation which, in the reasonable opinion of Capricorn, brings Capricorn into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon Capricorn's reputation (as to do so would breach these terms and conditions) and Capricorn will be the sole arbiter in this regard.
11. Capricorn reserves the right to immediately refuse and withdraw from the Sponsor the Sponsorship Rights, without notice, where the Sponsor is in breach of the Sponsorship Terms. If the Sponsorship Rights are withdrawn then the Sponsor shall immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise all Sponsor Content promoted by the Sponsor pursuant to the Sponsorship Rights. If the Sponsor is in breach of the Sponsorship Terms and Capricorn withdraws from the Sponsor the Sponsorship Rights, the Fee (or any part thereof) paid to Capricorn for the Sponsorship Rights by the Sponsor will be non-refundable.
12. Capricorn accepts no liability for diminution in the Sponsorship Rights caused by or arising out of:
 - 12.1 adverse weather and other conditions or events beyond the reasonable control of Capricorn which result in the Sponsor being unable to exercise the Sponsorship Rights in full or in part; or
 - 12.2 the owner of the Resort or their delegate or agent altering, modifying or withdrawing any tour, itinerary, specific program, sports facility or activity on the Resort at any time; or
 - 12.3 participation in activities and use of facilities at the Resort, including activities and facilities where the Sponsorship Rights may be exercised, being necessarily limited to the number of persons who can (for safety or other reasons) participate in the activities or use the facilities at any one time.
13. The Sponsor shall remove all advertising and promotional content or material published, displayed, broadcast, advertised, exhibited or otherwise promoted in exercise or purported exercise of the Sponsorship Rights wherever located including but not limited to in or about the Resort facility or the surrounds under

the control of the owner of the Resort by 12pm local time at the location of the Resort on the final day of the Convention and make good any damage caused by the exercise or purported exercise of the Sponsorship Rights to the full satisfaction of the owner of the applicable real or personal property including but not limited to the owner of the Resort or their delegate or agent.

14. These Sponsorship Terms are additional to, and do not otherwise derogate from, the 'Capricorn 2012 Convention Terms and Conditions' ("General Convention Terms"). To the extent that any conflict arises between the Sponsorship Terms and the General Convention Terms in relation to the Sponsorship Rights and sponsorship at the Convention generally, these Sponsorship Terms shall prevail to the extent of the inconsistency.