

With effect from the date on which Capricorn Society Limited (ACN 008 347 313) ("**Capricorn**") provides written confirmation of acceptance of the sponsorship application of the entity or person named on the sponsorship registration form ("**the Registration Form**") which incorporates these terms and conditions and in consideration of the sponsorship fee specified in the Registration Form ("**the Sponsorship Fee**"), Capricorn grants to such entity or person named in the Registration Form ("**the Sponsor**") the benefits of sponsorship in respect of the event set out in the Registration Form ("**the Sponsorship Event**") as listed in the Registration Form ("**the Sponsorship Rights**"), subject to the following terms and conditions ("**the Sponsorship Terms**"), which read with the Registration Form, written acceptance of the sponsorship application, and Events Terms (as defined in clause 14.1 below), where applicable in terms of clause 18, form the "**Sponsorship Agreement**":-

1. Capricorn will advise each entity or person who submits a sponsorship application as part of their Registration Form for consideration as soon as practicable whether their sponsorship application has been accepted and, if so, which sponsorship package they will be providing.

2. Payment of the Sponsorship Fee must be made by or on behalf of the Sponsor by the date specified in the Registration Form or, if no date is specified, in accordance with the payment terms specified in any invoice issued by Capricorn with respect to participation at the Sponsorship Event ("**the Final Date for Payment**").

3. Should Capricorn not receive payment of the full Sponsorship Fee by the Final Date for Payment, Capricorn shall have the right to immediately terminate the Sponsorship Agreement by providing written notice of such termination to the Sponsor, thereby cancelling the Sponsor's Sponsorship Rights amongst other any other right conferred on Capricorn under the Sponsorship Agreement or by law. In the event of such termination, Capricorn may charge a reasonable termination fee by way of retaining any Sponsorship Fee paid or recovering any Sponsorship Fee from the Sponsor, or both. In determining what a reasonable termination fee is, regard shall be had to whether or not Capricorn arranges alternative sponsorship following the termination.

4. The following shall apply with respect to cancellations:-

4.1. In the event that Capricorn cancels the Sponsorship Event, other than in accordance with clause 16, Capricorn agrees to refund any payment(s) made to Capricorn (including the Sponsorship Fee) by the Sponsor.

4.2. In the event that the Sponsor cancels after the date nominated by Capricorn in the Registration Form (or otherwise) for notification of cancellation, the Sponsor may be charged a termination fee by Capricorn, in accordance with clause 3 of these Sponsorship Terms.

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.

5. To the maximum extent permitted by law, Capricorn may in its sole and absolute discretion postpone or amend a Sponsorship Event, provided that it shall notify the Sponsor of any such postponement or amendment, and in the event of any postponement or amendment of a Sponsorship Event to a date on which the Sponsor cannot attend, Capricorn shall refund to the Sponsor any Sponsorship Fee paid in respect of the Sponsorship Event and Capricorn will not be liable for any other direct or indirect damages, cost, expense, loss, liability or loss of enjoyment arising in any way out of any postponement or amendment of a Sponsorship Event.

6. The Sponsor shall be entitled to the Sponsorship Rights only and nothing in the Sponsorship Terms or the Events Terms (as defined below) shall be construed as granting any other rights or benefits to the Sponsor whatsoever.

7. Notwithstanding anything else contained in these Sponsorship Terms the grant and exercise of Sponsorship Rights is still 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 and refuse permission to display 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.

8. 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 to the Sponsor Content and it shall be the Sponsor's responsibility to ensure express approval is granted prior to exercise of the Sponsorship Rights.

9. The Sponsor shall be solely responsible and liable for all and any Sponsor Content and/or materials used in exercise of the Sponsorship Rights including, without limitation, any content and/or materials of a third party.

10. Capricorn shall not be liable for any loss, damage, action, demand, expense, claim or obligation which the Sponsor has or may expend, suffer or incur pursuant to or arising from exercising the Sponsorship Rights or participating as a sponsor at the Sponsorship Event, provided that the exclusion of liability contained herein shall not be applicable in the case of loss, damage, action, demand, expense, claim or obligation expended, suffered or incurred as a result of any gross negligence on the part of Capricorn.

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11. The Sponsor warrants that all Sponsor Content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor pursuant to the Sponsorship Rights:-

11.1. shall comply with the specifications (if any) stated in the Registration Form;

11.2. is truthful and accurate and complies in all respects with all applicable legislation (including the provisions of the Competition and Consumer Act 2010 ("CCA"), to the extent that it is applicable), regulations, rules and standards (including, but not limited to, decency, privacy and intellectual property rights); and

11.3. complies with these Sponsorship Terms.

12. No part of an exhibit and signage or other materials forming the Sponsor Content may be pasted, nailed, or otherwise affixed to walls, doors or other surfaces in a way that marks or defaces the premises (or any equipment and furnishings on the premises) where the Sponsorship Event is located. Damage and loss that arises from failure to observe this clause is payable by the Sponsor.

13. The Sponsor undertakes that it shall comply in all respects with all applicable legislation (including the provisions of the CCA, to the extent that it is applicable), regulations, rules and standards which may at any given time regulate, and be applicable to, its conduct and behaviour in the course of exercising the Sponsorship Rights.

14. To the maximum extent permitted by law, the Sponsor indemnifies and holds Capricorn harmless against any loss, damage, action, demand, expense, claim or obligation of whatever nature which Capricorn has or may expend, suffer or incur by reason of or in any way consequent upon, arising out of, or incidental to:-

14.1. the Sponsor's breach of any of the provisions of the Sponsorship Agreement or any such other terms and conditions imposed by Capricorn (including such additional terms and conditions referred to in the Registration Form) ("the Events Terms");

14.2. the application of the CCA to the Sponsorship Agreement or with respect to the Sponsorship Rights; and/or

14.3. any other wilful misconduct or negligence of the Sponsor or any person for whose conduct the Sponsor is responsible in law.

15. 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 Sponsorship Terms) and Capricorn will be the sole arbiter in this regard.

16. Capricorn reserves the right to immediately cancel, refuse and withdraw from the Sponsor the Sponsorship Rights, without notice, where the Sponsor is in breach of the Sponsorship Agreement or the Events 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 Agreement or Events Terms and Capricorn withdraws from the Sponsor the Sponsorship Rights, any price paid to Capricorn for the Sponsorship Rights by the Sponsor (including the Sponsorship Fee) will be non-refundable.

17. Capricorn accepts no liability for diminution in the Sponsorship Rights caused by or arising out of:-

17.1. 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

17.2. participation in activities and use of facilities at the Event location, 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.

18. These Sponsorship Terms shall form part of, and are subject to and incorporate the Events Terms except where any conflict arises between the Sponsorship Terms and the Events terms in which case these Sponsorship Terms shall take precedence (to the extent of any inconsistency). In this regard it is agreed that by being a sponsor at the Sponsorship Event, the Sponsor (in addition to its dinner or Event attendees set out in the Registration Form) will be deemed to be an "Event Participant" for the purposes of the Events Terms.

19. Capricorn may plead these Sponsorship Terms in bar to any claim, action, proceeding or suit brought by the Sponsor against Capricorn for any matter, circumstance or thing arising out of, concerning or in any way relating to the Sponsorship Event.

20. Unless specifically stated otherwise, fees and charges in respect of the Sponsorship Event (including, without limitation, the Sponsorship Fee) do not include Goods and Services Tax (or any other value-added tax) ("GST"). Capricorn will increase any fees and charges, unless specifically stated as including GST, by an additional amount on account of GST. The Sponsor must pay the GST at the same time as the Sponsor pays the fees and charges (including the Sponsorship Fee).

21. This Sponsorship Agreement shall be governed by the laws of the State of Western Australia and the Sponsor agrees to submit to the exclusive jurisdiction of the courts thereof.
22. A waiver by Capricorn of any right, power or privilege arising under the Sponsorship Agreement must be in writing. Failure to exercise or delay in exercising any right, power or privilege by Capricorn does not operate as a waiver of that right, power or privilege. A single or partial exercise of any right, power or privilege by Capricorn does not preclude:-
- 22.1. any other or further exercise of that right, power or privilege; or
- 22.2. the exercise of any other right, power or privilege.
23. These Sponsorship Terms (together with such other terms and conditions referred to in the Registration Form) constitute the sole and entire agreement between Capricorn and the Sponsor, and no warranties, representations, guarantees or other terms and conditions of any nature not contained or recorded in the Sponsorship Terms or Registration Form are of any force or effect.
24. For the purposes of these Sponsorship Terms and unless a contrary intention appears:-
- 24.1. the singular includes the plural;
- 24.2. the opposite gender includes the other gender;
- 24.3. an obligation, representation or warranty in favour of 2 or more persons is for their benefit jointly and severally and an obligation, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- 24.4. any thing or amount includes any part of it;
- 24.5. mentioning anything after "includes", "including", "for example", or similar expressions, does not limit what else might be included;
- 24.6. a provision of these Sponsorship Terms must not be construed to the disadvantage of Capricorn because Capricorn was responsible for the preparation of these Sponsorship Terms;
- 24.7. a reference to a person includes a body corporate, body politic or partnership;
- 24.8. references to clauses are references to clauses in these Sponsorship Terms;
- 24.9. time is of the essence for payment of all amounts under these Terms and Conditions and where no time is specified for the payment of an amount, that amount is payable on demand;
- 24.10. the parties will do all things reasonably necessary to give effect to these Terms and Conditions;
- 24.11. if a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- 24.12. a reference to any party includes that party's executors, personal representatives, administrators, substitutes, successors and permitted assigns, which these Sponsorship Terms bind.
25. To the extent that any one or more of the sections, clauses, or sub-clauses of these Sponsorship Terms, or any portions hereof are or may become invalid, rendered unenforceable or prohibited, those sections, clauses, sub-clauses and/or portions shall be ineffective to the extent of such invalidity, prohibition or unenforceability and shall be severable without invalidating or modifying the remainder of these Sponsorship Terms, which shall continue in full force and effect as if the section, clause, sub-clause or portions rendered invalid, unenforceable or prohibited had not been included herein.
26. Capricorn may at any time without notice amend or vary these Sponsorship Terms. Any changes to the Sponsorship Terms shall be updated on Capricorn's website at www.capricorn.coop under 'About Us – Terms and Conditions'. Notice under this clause shall be deemed to have been given by Capricorn to the Sponsor if it is posted on Capricorn's website at www.capricorn.coop under 'About Us – Terms and Conditions'.