

CAPRICORN CONVENTION
SANYA
china 16-23 MAY 2020

SPONSORSHIP TERMS & CONDITIONS

You agree to these Conditions

1. Capricorn Society Limited (“**Capricorn**”, “**we**” or “**us**”) is inviting Capricorn Preferred Suppliers (each a “**Supplier**”) to apply for a range of sponsorship rights (“**Sponsorship Rights**”) as detailed in the *Sponsorship Opportunities* presentation for the Capricorn Convention scheduled to be held from 16 May to 23 May 2020 at Club Med Sanya, China (“**Convention**”).
2. If you are a Supplier and you apply for Sponsorship Rights you are deemed to have agreed to these Conditions.

Applying for Sponsorship Rights

3. By submitting a *Capricorn Convention Sanya, China Sponsorship Application Form* (“**Application**”) to us you are making an irrevocable offer to pay us the fee as detailed in the Application (“**Fee**”) in consideration for us providing you the Sponsorship Rights in accordance with these Conditions.
4. Following receipt of an Application, we will advise you as soon as reasonably practicable whether or not your Application has been accepted. We may accept any Application for multiple Sponsorship Rights in part or in full.
5. Any decision to accept or decline an Application is made in our absolute and unfettered discretion. We are not obliged to discuss or justify any decisions to you or anyone else.

Payment of the Fee

6. If your Application is accepted then we will issue you with a tax invoice for the Fee on or about January 2020 with payment due by 31 March 2020.
7. We may set-off and deduct any payment due by you to us under these Conditions from any amount due by us to you on any basis whatsoever (including under any Preferred Supplier Trade Agreement between you and us) and for the avoidance of doubt, if payment is not received from you by 31 March 2020, we will set off the amount owing against any payment we make to you in April 2020 (if any).

Sponsorship Rights

8. The description of the Sponsorship Rights in the *Sponsorship Opportunities* presentation is exhaustive. Nothing in the Application, these Conditions or any other thing can be construed as granting you any other rights or benefits whatsoever.

Exercising Sponsorship Rights

9. Notwithstanding anything else contained in these Conditions, the exercise of any Sponsorship Rights is subject to our prior approval of any advertising and promotional content or material that you intend to use, including any signage, gift bags, branded apparel or other goods (“**Sponsor Content**”). We reserve the right to withhold approval of Sponsor Content if, in Capricorn’s reasonably held opinion, the Sponsor Content:
 - a. does not comply with any deadlines, specifications or brand guidelines notified by us to you;
 - b. does not comply with all relevant laws, including the

Australian Consumer Law’s prohibition on misleading or deceptive conduct;

- c. is likely to cause offence; or
 - d. is likely to bring the Convention, you or Capricorn into disrepute,
- and will not be held liable for any loss, claim, demand, obligation, expense, cost or damage that you may suffer, incur or expend by reason of or in any way consequent upon, arising out of or incidental to, our decision to withhold approval of any Sponsor Content.
10. The absence of our express approval of Sponsor Content cannot be construed as implied approval. It is your responsibility to ensure our express approval is obtained prior to exercising any Sponsorship Rights.
 11. You are solely responsible and liable for the Sponsor Content. You warrant that all Sponsor Content that you have supplied to Capricorn, however used:
 - a. complies with any relevant specifications stated in the Application or reasonably required by us;
 - b. is truthful and accurate and complies with all applicable legislation (including in China), rules and standards (including relating to decency, forms of public expression, privacy and intellectual property rights); and
 - c. complies with these Sponsorship Terms.
 12. In exercising the Sponsorship Rights, you must not do anything or become involved in any situation which, in our reasonable opinion, brings us into public disrepute, contempt, scandal, ridicule, offends public opinion or reflects unfavourably upon our reputation in any country in which we operate or in China and in this regard we will be the sole arbiter.
 13. Unless otherwise stated in the Application, you must remove all Sponsor Content wherever located, including in or about the Club Med Sanya premises:
 - a. by 9 am local time on the final day of Convention if the Sponsorship Rights are in respect of an area of the Club Med Sanya premises; or
 - b. as soon as reasonably practicable after the end of the event if your Sponsorship Rights are in respect of a particular event.
 14. You agree to make good any damage to property caused by you in exercising or purporting to exercise your Sponsorship Rights to the full satisfaction of the affected property owner, including Club Med, Sanya.
- ### Attendance at Convention
15. Sponsorship Rights may include one or more tickets to attend Convention. In using any ticket, you agree that you and any attendee are subject to the *Capricorn 2020 Convention Terms and Conditions*, a copy of which is available at <https://www.capricorn.coop/TC/>.
- ### Production and transporting of Sponsor Content
16. As part of the Fee we will arrange at our cost for all Sponsor

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Content that is signage to be produced on your behalf by a third party printer in quantities and to a quality determined by us and delivered to Club Med, Sanya. You agree to provide us anything reasonably requested to facilitate the production of signage, including electronic copies of trademarks and images to be used on the signage in the form required by the third party printer. All signage will be disposable and will be destroyed at the end of Convention. With the exception of signage arranged by us under this clause, no other signage may be brought to or used at Convention unless approved in advance by us under clause 9.

17. We make no warranty in respect of, and take no responsibility for, signage produced on your behalf by a third party printer. To the extent reasonably practicable we will pass on to you the benefit of any warranties provided by the third party printer.
18. You, at your own cost, are responsible for the transporting and delivery of all Sponsor Content that is not signage (or that is signage approved under clause 16) to Club Med, Sanya prior to Convention and the return or destruction of the same at the end of Convention.
19. You may be charged a reasonable fee, payable on demand, for any Sponsor Content that we or Club Med, Sanya are required to store, handle, distribute, transport or destroy.

You grant us certain rights

20. You grant us free of charge the irrevocable, perpetual, and non-exclusive right to use your name, trademarks, image, and other relevant details in our promotional materials connected with Convention, including naming you as a sponsor of Convention. We acknowledge that nothing in this clause gives us any interest in any trademark, image or other intellectual property owned by you.

Our right to cancel Sponsorship Rights for cause

21. We may immediately cancel in part or in full the Sponsorship Rights, without notice, if you are in breach of these Sponsorship Terms. If the Sponsorship Rights are cancelled under this clause then:
 - a. you must immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise all Sponsor Content; and
 - b. any Fee paid will be non-refundable to the extent of any unrecovered costs incurred by Capricorn in connection with the cancellation of the Sponsorship Rights and you will remain liable for the payment of any portion of that amount that is unpaid at the date of cancellation.

Cancellation of Sponsorship Rights without cause

22. Either party may at their discretion and on notice to the other cancel the Sponsorship Rights.
23. If we cancel the Sponsorship Rights under clause 22 we will refund any payment of the Fee received. If you cancel the Sponsorship Rights under clause 22, then Capricorn may charge you a fee (including by way of deduction from any Fee

already paid) equal to any unrecovered costs incurred by Capricorn in connection with your cancellation of the Sponsorship Rights (including, for example, travel and accommodation costs, printing costs for banners and cost of promotional materials)..

Application of these Conditions after cancellation

24. Upon cancellation for any reason, including under clause 21 or 22, these Conditions will be at an end and both you and us will be released and discharged from any further performance under these Conditions. Any rights or obligations accrued prior to cancellation continue unaffected.

Our liability is limited

25. Under no circumstances will we be liable for any diminishment in the Sponsorship Rights caused by or arising out of:
 - a. adverse weather and other conditions or events beyond our reasonable control which result in you receiving reduced benefit from the Sponsorship Rights and/or being unable to exercise the Sponsorship Rights in part or in full;
 - b. any postponement, cancellation, modification, amendment, variation, substitution or withdrawal of any tour, itinerary, specific program, facility or event at Convention made by Club Med, Sanya; or
 - c. any limitation (for safety or other reasons) in the number of persons that may participate in activities or events or use facilities where the Sponsorship Rights may be exercised.
26. Capricorn will, however, in good faith work with you and any third party involved such as Club Med, Sanva to determine how best the Sponsorship Rights can be exercised to minimize the effect of any of the events contemplated in clause 25.
27. To the extent permitted by law, under no circumstances will we be liable to you in contract, tort or otherwise, howsoever arising for loss or damage, loss of profit, economic loss, loss of goodwill, wasted costs, any third party claim against you or any indirect or consequential loss or damage of any kind whatsoever or howsoever arising in connection with these Conditions, the Sponsorship Rights or the Convention, even where we have been advised of the possibility of such loss or damage, but excepting where such loss or damage has been incurred by you as a direct result of any breach of Capricorn's obligations under these Conditions or any gross negligence on the part of Capricorn.
28. Under circumstances where our liability cannot be excluded, liability is limited to the Fee.
29. To the maximum extent permitted by law, you must bring any claims under these Conditions or otherwise in connection with the Sponsorship Rights or the Convention, within 12 months of the end of the Convention and you agree that you cannot bring any claim after this time.

Indemnity

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30. You indemnify and must keep indemnified Capricorn for any damages, costs, losses, demands or claims suffered or incurred by Capricorn ("**Liability**") as a result of your negligence or breach of these Conditions ("**Indemnified Matters**"). Such indemnity being reduced to the extent that any Liability arises as a direct result of Capricorn's negligence.
31. Subject to clause 31, to the maximum extent permitted by law, no party is liable to the other party for any loss of, or loss of anticipated, use, production, revenue, income, profits, goodwill, contract, business and savings or business interruption, whether or not foreseeable ("**Indirect Loss**"), except to the extent that such Indirect Loss is an Indemnified Matter under these Conditions.
32. If you are a "consumer" within the meaning of the Australian Consumer Law, then Capricorn may be taken to have given it certain guarantees in respect of the services provided under these Conditions that Capricorn cannot exclude or restrict by law. If Capricorn fails to comply with those guarantees, then you may have certain rights and remedies under the Australian Consumer Law. To the fullest extent permitted by law, Capricorn's liability for any such breach of these guarantees is limited to, at Capricorn's election, Capricorn:
 - a. supplying the services contemplated by these Conditions again; or
 - b. paying the cost of having the services contemplated by these Conditions supplied again.
33. Capricorn makes no warranty against defects associated with the supply of services under these Conditions. However, if and only if Capricorn is taken at law to have made any such warranty, then Capricorn is taken to have provided the following statement to you:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- *to cancel your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or replacement for major failures with goods. If the failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund for the unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

General

34. These Conditions are additional to, and do not derogate from, any other agreement or terms and conditions that may apply to you, including the *Capricorn 2020 Convention Terms & Conditions*. To the extent that any conflict arises between these Conditions and any other agreement or terms and conditions in respect of the Sponsorship Rights, then these Conditions will prevail.
35. A reference to us includes our directors, officers, employees, agents, insurers, contractors, successors and assigns (and, where applicable, legal representatives).
36. You are not entitled to assign or transfer part or all of your interests under these Conditions without first obtaining our prior written consent.
37. Unless the contrary intention appears:
 - a. the singular includes the plural;
 - b. an obligation, representation or warranty in favour of two or more persons is for their benefit jointly and severally
 - c. an obligation, representation or warranty on the part of two or more persons binds them jointly and severally,
 - d. anything or any amount includes any part of that thing or amount; and
 - e. if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
38. Invalidation, illegality or unenforceability of any provisions of these Conditions does not affect any other provision, and these Conditions shall be construed as if any invalid, illegal or unenforceable provision was never included.
39. These Conditions are governed by the laws of the State of Western Australia and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.