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PART 1

B&T / TRAVEL WEEKLY TERMS AND CONDITIONS

1. Terms & Conditions

1.1 The terms and conditions in the B&T/Travel Weekly Section apply to B&T/Travel Weekly Orders.

1.2 The terms and conditions in the B&T/Travel Weekly Section are the terms and conditions upon which we accept material from you to be included in our Publications.

1.3 The Booking Order together with the terms and conditions in the B&T/Travel Weekly Section make up the agreement between you and us in respect of your B&T/Travel Weekly Order.

1.4 You are bound by these terms and conditions and agree to make payment to us in accordance with these terms and conditions.

1.5 Any other conditions proposed by you shall be void unless accepted by us in writing.

2. Definitions

2.1 In the the B&T/Travel Weekly Section the following words have the following meaning:

“B&T/Travel Weekly Order” means the order placed by you for your material to be included in our Publications

“B&T/Travel Weekly Section” means this Part 1 of these terms and conditions applicable to B&T/Travel Weekly Order

“Due Date” means the date by which you must provide us with your materials to be included in our publications as notified by us to you orally or in writing at or after the time you place a B&T/Travel Weekly Order

“Booking Order” means the summary of the order made by you for material to be included in our Publications

“Publication Date” means the date on which your material is to be published in Publications as notified by us to you orally or in writing at or after the time you place a B&T/Travel Weekly Order

“Publications” means any of the print publications, web sites, web portals, newsletters and bulletins owned or controlled by us

“We”, “us” and “our” means The Misfits Media Pty Limited ABN 13 601 560 909

“You” or “your” means the advertiser that has placed a B&T/Travel Weekly Order.

3. Giving Us Material and Publications

3.1 You must give us your material to be included in Publications by the Due Date.

3.2 If you do not supply us with your material by the Due Date:

(a) we may use any previous material you have provided to us to include in Publications and/or charge you for the space that has been booked by you; or

(b) if you have notified us in writing prior to the Due Date (or one month prior to the commencement of our work on your materials) we may, in our discretion, reschedule your booking to a later date.

3.3 When you give us material for inclusion in any of our Publications, you warrant and represent to us that:

(a) you own the material or have the right to use and publish the material;

(b) the content of the material does not breach any law or infringe upon the rights of any other person; and

(c) you have the right to represent the individual, entity, product or service mentioned in the material.

3.4 Unless we inform you otherwise, you may give us only one piece of creative per unit type (banner, tile, button, micro-button) per month. If you wish to change the creative for any advertisement to be included in a Publication, we will use your new creative 14 days after you give it to us. If you give us a rich media advertisement, we require up to 5 additional working days to test it before it will appear in our Publications.

3.5 If the materials you provide us do not comply with the requirements and specifications communicated to you at or about the time of your Booking Order so as to allow their inclusion in our Publications, we may in our sole discretion rectify or adapt the materials to enable the material to be in a form for inclusion in our Publications and you agree to pay us for the work we have done in rectifying or adapting the materials at trade house rates plus 25%.

3.6 We will not, at any time or under any circumstances, be liable for any loss or damage to your materials.

3.7 We may enhance your business listings in Publications by including content accessible from your website (including text, images and video clips). You warrant and represent that you own or have the right to grant a licence in such content, and you consent to our use, reproduction, publication and with your prior approval the adaptation and modification of such content for the purpose of inclusion in your business listings in Publications.

3.8 We may, in our sole discretion:

(a) refuse to publish any advertisement or material you give us; and

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(b) remove any existing advertisement or material from any Publication without notice.

3.9 Unless otherwise agreed in writing, we will not provide a copy of the Publications containing your material.

3.10 We serve your online advertisements in our Publications in-house. At your request, we may provide you with statistical reports about the performance of your online advertising campaign. If you would like to track the performance of your campaign by using your own advertisement server, we will accept your redirect code. By giving us your redirect code, you agree to give us access to reports generated by your advertising server for your campaign in our Publications. If there is a discrepancy between the reports from our advertising server and those from your advertising server, you agree to rely on the information provided by our advertising server.

3.11 We retain the right in our sole discretion to make editorial changes to your material, for fluency, style, newsworthiness, spacing and layout.

4. Cancellations

Print, Online & Customised advertising solutions (including content marketing, video).

4.1 You may cancel your B&T/Travel Weekly Order if 12 weeks' notice in writing is given to us prior to the Publication Date.

4.2 You agree and acknowledge that we incur costs and expenses in the preparation of material for publication and that we will suffer loss and damage if you cancel bookings. You agree and acknowledge that the amounts set out in clause 4.3 are reasonable estimates of the amount of costs, expenses, loss and damage we will incur in the event that a booking is cancelled.

4.3 If you wish to cancel publication of material under clause 4.1, you must request our consent in writing and must pay us:

(a) any expenses we have incurred relating to the acceptance or preparation of your material for publication; and

(b) bookings cancelled less than 12 weeks from the Publication Date will incur a cancellation fee of 50% of the agreed issue rate of your campaign or work being done as mentioned in your Booking Order.

(c) bookings cancelled less than 4 weeks prior to the Publication Date will incur a 100% fee of the agreed issue rate of your campaign or work being done as mentioned in your Booking Order. At our discretion, cancellations will not be accepted if it is anticipated to cause disruption to our business (or impacts other businesses) after work has already been published or activity is due to commence.

5. Pricing and Payment

5.1 Rate Card:

(a) The prices and costs associated with this booking are detailed in your Booking Order and unless otherwise stated are exclusive of GST.

(b) Unless otherwise agreed at the time we accept your material, accredited advertising agencies that are approved by us will receive a standard 10% agency discount off the Rate Card prices. No discount will be given in respect of material that is for the direct benefit of the agency.

5.2 Currency:

(a) All amounts shown on our tax invoices are in Australian Dollars unless specified otherwise.

(b) You must pay us in Australian Dollars, unless agreed in writing otherwise.

5.3 We will issue to you a tax invoice in respect of our services and you must pay to us the amount stated on the invoice by the date or within the time stipulated in the invoice.

5.4 If you do not pay us the full amount within the time stipulated in the tax invoice, we may remove your material from our Publications and stop any other work that we may be doing for you.

5.5 You agree to pay us interest on monies due and payable at the rate of 3% per annum from the date that is 14 days from the date when the monies become due and payable as stipulated on the invoice.

5.6 You agree to pay us our reasonable legal costs, bank fees and charges, any other reasonable expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.

5.7 You agree to and hereby charge all of your property to secure payment of all monies due or which become payable to us. You consent to us registering a non-lapsing caveat over any of your property to secure our charge over that property.

5.8 You agree to deliver to us, within seven (7) days of demand, a properly executed and registrable real property mortgage over any or all of your property in a form approved by us.

6. Liability

6.1 Subject to any State or federal legislation which expressly prohibits the exclusion of any condition or warranty which may be implied into any contract;

(a) we will be under no liability to you for any errors, casual displacement, omission, inability or failure to publish an advertisement in our Publications;

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(b) we will not be liable for any loss occasioned by the failure of your material to appear in by any specified date or in any issue of our Publications;

(c) all conditions, warranties and representations on the part of the Company which are not contained in or incorporated by reference in these terms and conditions or on the fact hereof, whether express or implied, statutory or otherwise, and whether collateral or antecedent hereto or otherwise, are hereby expressly excluded;

(c) we will be under no liability whatsoever to you for any loss or damage (including consequential loss or damage) suffered or caused as a result of or arising out of any act or omission (whether negligent or otherwise) by us our servants or agents or any other person in any way related to or arising out of the performance of this contract by us;

6.2 If we are unable to publish your material for any reason, we will only be liable to you for a maximum refund of the amount you paid us for the publication of the material subject to a pro rata reduction to take into account any period of advertisement downtime.

6.3 To the extent possible, all implied and express warranties in legislation (including federal and state trade practices and sale of goods legislation and the *Australian Consumer Law*) that may give you greater rights than are expressed in this clause are of no effect.

6.4 You will liable to us for all suits, claims and demands made against us and loss or damage suffered by us arising from our publication of your material due to:

(a) a breach of warranty by you;

(b) a misrepresentation by you; and/or

(c) any allegation that we have breached any intellectual property rights of any third party.

7. Credit Checks

7.1 For the purpose of obtaining or providing a credit check/reference, you authorise us to make enquiries and to use, exchange and disclose to any credit provider or credit reporting agency, any or all information we know or obtain concerning your credit-worthiness.

8. Miscellaneous

8.1 A certificate signed by an officer of us stating the amount due and payable by you will be prima facie evidence of the amount due and payable.

8.2 If any provision or part of any provision of any contract is or becomes unenforceable or void or voidable, that provision or part thereof (as the case may be) will be severed from the contract so that the validity and enforceability of the remaining provisions will not be affected.

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8.3 You may not deal with (including, to avoid doubt, assign) any of its rights or obligations under these terms and conditions without our prior written consent and any dealing without that prior written consent is void and of no effect.

8.4 The law in force in New South Wales, Australia governs these terms and conditions.

PART 2.

MISFITS AGENCY TERMS AND CONDITIONS

1. Terms & Conditions

1.1 The terms and conditions in the Misfits Agency Section apply to Misfits Agency Orders.

1.2 The terms and conditions in the Misfits Agency Section are the terms and conditions upon which we provide services to you as described in this section.

1.3 The Booking Order together with the terms and conditions in the Misfits Agency Section make up the agreement between you and us in respect of your Misfits Agency Order.

1.4 You are bound by these terms and conditions and agree to make payment to us in accordance with these terms and conditions.

1.5 Any other conditions proposed by you shall be void unless accepted by us in writing.

2. Definitions

2.1 In the Misfits Agency Section the following words have the following meaning

“Booking Order” means the means the order placed by you for you to engage us to provide Services to you

“Budget” means the budget for the Service set out in the Booking Order

“Contract” means the document or documents setting out the services to be provided by us together with these terms and conditions and a signed budget.

“Event” means the planned gathering of people that is organized by any individual, group or company for the purpose of celebration, education, marketing, networking or business functions such as breakfasts, lunches, dinners, cocktail parties, networking opportunities, conferences, management retreats and team building activities.

“Final Delivery Date” means the date by which we will complete the Services mentioned in your Agency Order

“You” means the person, firm or organisation engaging our services.

“We”, “Us”, The Misfits Agency means The Misfits Media Pty Limited ABN 13601560909

“Services” means the services to be provided by us which include but are not limited to: event planning, event design, event management, event hosting, provision of marketing support, project management, graphic design processes, market research, PR services, sponsorship, content production, media buying and other marketing or advertising services.

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“Our suppliers” mean the supply partners we work with to provide services/products

3. Agency Terms

3.1 The Contract commences when you return to us a Booking Order signed by you incorporating these terms and conditions.

3.2 If a supplier we have engaged is not able to provide the product and/or service as originally quoted in your Booking Order, we will endeavour to find a replacement of similar value and/or quality. We will not be liable for any loss or damage suffered as a result of a supplier not being able to provide a product or service.

3.3 If you give us written notice prior to the Final Delivery Date we may, in our sole discretion, agree to change the Final Delivery Date date subject to payment being made by you of all work completed up to the date the notice is received and you agreeing to any new quote for additional hours and/or work required to meet the amended Final Delivery Date.

3.4 You agree and acknowledge that we incur costs and expenses in providing Services to you and that we will suffer loss and damage if you cancel the services mentioned in your Booking Order. You agree and acknowledge that the amounts set out in clause 3.5 are reasonable estimates of the amount of costs, expenses, loss and damage we will incur in the event that our Services are cancelled.

3.5 In the event that you request that we cancel the Services mentioned in the Booking Order and we do not agree to change the Final Delivery Date then you will pay to us the following amounts:

(a) if the Final Delivery Date is more than 90 days from the date of your written notice provided under this clause then you will be liable for and must pay to us 75% of the amount of the Budget (or the full amount of services delivered by that date plus 20%, whichever is greater); and

(b) if the Final Delivery Date is within 0-89 days from the date of your written notice provided under this clause then you will be liable for and must pay us the full amount of the Budget.

4. Our fees

4.1 The fees in respect of the Services we provide will be specified in the Booking Order.

4.2 Payment of our fees must be made by you in the following way:

(a) We will issue to you an invoice for an amount of 50% of the Budget and the invoice must be paid within the time or by the time stipulated on the invoice;

(b) We will issue to you an invoice for an amount of a further 40% of the Budget at least 60 days prior to the Final Delivery Date and the invoice must be paid within the time or by the date stipulated on the invoice;

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(c) Upon completion of the Services mentioned in the Booking Order we will issue to you an invoice for the balance of the Budget plus any agreed disbursements and the invoice must be paid within the time or by the date stipulated on the invoice; and

(d) unless otherwise stated, the payment terms of our invoices are 14 days.

4.3 For Booking Orders that are booked with less than 60 days' lead time before the Final Delivery Date:

(a) We will issue to you an invoice for an amount of 90% of the Budget and the invoice must be paid within the time or by the time stipulated on the invoice;

(b) Upon completion of the Services mentioned in the Booking Order we will issue to you an invoice for the balance of the Budget plus any agreed disbursement and the invoice must be paid within the time or by the date stipulated on the invoice; and

(d) unless otherwise stated, the payment terms of our invoices are 14 days.

4.4 For graphic design services, The Misfits Agency will include one complimentary edit/change to the initial design. Additional changes will be charged at our standard hourly rates (or agreed hourly rates)

4.5 You agree to pay us interest on monies due and payable at the rate of 3% per annum from the date that is 14 days from the date when the monies become due and payable as stipulated on the invoice.

4.6 You agree to pay us our reasonable legal costs, bank fees and charges, any other reasonable expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.

4.7 You agree to and hereby charge all of your property to secure payment of all monies due or which become payable to us. You consent to us registering a non-lapsing caveat over any of your property to secure our charge over that property.

4.8 You agree to deliver to us, within seven (7) days of demand, a properly executed and registrable real property mortgage over any or all of your property in a form approved by us.

5. Your obligations

5.1 You agree and acknowledge that when we provide Services to you you, your employees, agents, officers or guests must follow any reasonable instruction given to you by us or our suppliers.

5.2 In the event that you, your employees, agents, officers or guests fail to follow our or our supplier's reasonable instructions, resulting in loss or damage (including consequential loss or damage) to us we will hold you liable for that loss and damage.

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5.3 In the event that you, your employees, agents, officers or guests fail to follow our or our supplier's reasonable instructions, you agree to indemnify us in respect of any resulting action, claim or demand being made against us.

5.4 For each preferred supplier, we will advise you in respect of their terms and conditions and payment schedule. We will not make advance payments to suppliers on your behalf (unless otherwise agreed).

5.5 You must ensure we have received cleared payment in time for us to meet the supplier's payment schedules, as set out in your Budget.

5.6 We will not be liable for any loss and damage incurred by you as a consequence of the supplier withdrawing its service because of your failure to clear the necessary funds in time to meet the payments due to the supplier.

5.7 You agree and acknowledge that:

(a) where we engaged third parties to provide Services on your behalf we do so as your agent; and

(b) you are liable for all payment due to suppliers engaged by us on your behalf.

6. Limits of our liability

6.1 We will not be liable if we are unable to complete an event by the Final Delivery Date because of delays arising as a result of acts of God, strikes, riots or lockouts, adverse weather conditions, loss, damage or cancellation due to fire, flood or interruption of electrical power or other utilities, equipment or transmission failure or any other cause beyond our control

6.2 We will not be liable in respect of any breach of the Contract for any consequential loss whatsoever suffered by the client or their guests

6.3 Subject to any State or federal legislation which expressly prohibits the exclusion of any condition or warranty which may be implied into any contract:

(a) all conditions, warranties and representations on the part of us which are not contained in or incorporated by reference in these terms and conditions or on the fact hereof, whether express or implied, statutory or otherwise, and whether collateral or antecedent hereto or otherwise, are hereby expressly excluded;

(b) we will be under no liability whatsoever to you for any loss or damage (including consequential loss or damage) suffered or caused as a result of or arising out of any act or omission (whether negligent or otherwise) by us our servants or agents or any other person in any way related to or arising out of the performance of this contract by us;

7. Ending this contract

7.1 We may end this Contract immediately upon the happening of any of the following events of default:

- (a) you are in default of any payment due under any contract or in payment of any monies due to us;
- (b) you are in breach of any term of this Contract;
- (c) a resolution is passed or proposed or a petition is presented or an application filed for the winding-up of you;
- (d) a receiver or receiver and manager is appointed over the property or any part of the property of you;
- (e) you make or propose to make any arrangements with your creditors;
- (f) you are placed into voluntary administration;
- (g) execution is levied upon any of your assets; or
- (h) you become bankrupt.

7.2 In the event that we end this Contract under clause 7.1 you will pay to us our costs, expenses, loss and damage incurred as a result of your default.

8. Miscellaneous

8.1 A certificate signed by an officer of us stating the amount due and payable by you will be prima facie evidence of the amount due and payable.

8.2 If any provision or part of any provision of any contract is or becomes unenforceable or void or voidable, that provision or part thereof (as the case may be) will be severed from the contract so that the validity and enforceability of the remaining provisions will not be affected.

8.3 You may not deal with (including, to avoid doubt, assign) any of its rights or obligations under these terms and conditions without our prior written consent and any dealing without that prior written consent is void and of no effect.

8.4 We have public liability insurance up to the sum of \$20 Million AUD.

8.5 COVID-19 Restrictions:

- (a) If our Services include the hosting of an event and the event is unable to be held due to Covid-19 restrictions preventing gatherings from being held in the event location or restrictions are in place in the event location as at the time of the event and physical distancing requirements otherwise require that fewer guests can attend the event than planned, and you do not elect for the event to still be held and reduce the number of guests to the amount advised as the maximum permissible by the venue then either:

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- (i) the event shall be postponed to a date mutually agreed by the parties; or
- (ii) the event shall be cancelled in accordance with clause 8.5(c).

(b) If you elect to proceed with an event with fewer guests than contemplated, the original Budget shall apply unless we otherwise agree.

(c) Cancellation: An Event will be cancelled in accordance with clause 8.5(a)(ii) if the parties cannot agree a postponement under clause 8.5(c). In the event of such cancellation, we will be entitled to retain the amount of any costs and other amounts incurred by us in respect of the event which we are unable to reasonably recover (such as staffing hours, project management fee and all third-party costs incurred for completed tasks). Any additional monies we hold on your behalf above this amount will be returned to you.

(d) We may engage third-party suppliers for the event and as such are bound to COVID-19 terms of this third-party supplier including but not limited to hire contracts, minimum spends and other external expenses.

(e) Postponement: Any postponement of an event will only be confirmed once we have agreed to the postponement and rescheduled dates in writing. In the case of an event postponement being authorised by us, the original contracted price under the Contract will apply and a new Contract will be issued, outlining the new event date and amending any other terms that we see fit. The amount of any costs and other amounts incurred by us in respect of the original event which we are unable to reasonably recover (such as staffing hours, project management fee, third-party costs, hire contracts and other external expenses, must be paid by you in addition to the price of the new Contract.

(f) Postponement Pricing: Pricing for all contracted events signed within the period of 12 months from the date of which the original Budget is agreed unless the new date requested results in an increased cost. This Agreement is subject to venue/s and accommodation availability for the requested date/s and can only apply to the person named in the Agency Booking.

PART 3

B&T / CANNES IN CAIRNS / TRAVEL WEEKLY SPONSORSHIP TERMS AND CONDITIONS

1. Terms & Conditions

- 1.1 The terms and conditions in the Sponsorship Section apply to Booking Orders.
- 1.2 The terms and conditions in the Sponsorship Section are the terms and conditions upon which we provide services to you as described in this section.
- 1.3 The Booking Order together with the terms and conditions in the Sponsorship Section make up the agreement between you and us in respect of your Sponsorship Order.
- 1.4 You are bound by these terms and conditions and agree to make payment to us in accordance with these terms and conditions.
- 1.5 Any other conditions proposed by you shall be void unless accepted by us in writing.

2. Definitions

- 2.1 In the Sponsorship Section the following words have the following meaning

“Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with a party.

“Benefits” means the benefits to the Sponsor described in the Booking Order

“Booking Order” means each booking order referencing this Agreement. The first Booking Order is attached as Attachment 1. Each Booking order will be incorporated into this Agreement upon mutual execution by the parties.

“Event” means the event set forth on the applicable Booking Order.

“Event Holder” and “We”, “Us”, The Misfits Agency means The Misfits Media Pty Limited ABN 13601560909

“Mark” means any trade name, trademark, service mark, logo or other commercial symbol of a party or any of its Affiliates.

“Materials” means materials (other than Marks) in which a party or its Affiliates holds copyright or other intellectual property rights.

“Sponsor” and “you” or “your” means the person or entity named on the Booking Order that is sponsoring the Event held by the Event Holder

“Sponsorship fee” means the fee for the sponsorship and the benefits for the Event as described in the applicable Booking order.

3. Sponsorship Terms

3.1 Sponsorship Benefits and Event Holder Obligations; Affiliates. The Sponsor will receive the Benefits described in the Booking order.

3.2 The Event Holder will perform the obligations as described in the Booking Order

3.3 The Sponsor's Affiliates may execute their own Booking orders with Event Holder ("**Affiliate Booking order**").

3.4 Each Affiliate Booking order is a separate agreement between the Affiliate and the Event Holder that incorporates all of the terms and conditions of this Agreement, other than this Section 3, as if such Affiliate were "Sponsor" ("**Affiliate Agreement**").

3.5 Termination or breach of this Agreement will not affect any Affiliate Agreement; nor will termination or breach of an Affiliate Agreement affect this Agreement or any other Affiliate Agreement.

4. Our fees

4.1 The Sponsor will pay a Sponsorship fee for the Event sponsorship inclusive of the Benefits.

4.2 Payment of the Sponsorship Fee is to be made by the Sponsor as follows:

(a) the Event Holder will issue an invoice for the Sponsorship fee and the fee will be paid to the Event Holder within 14 days of the Sponsor's receipt of the invoice;

(b) the Sponsor will pay 50% of the amount of the Sponsorship Fee as mentioned on the Booking Order upon execution of the Booking Order and the Event Holder will issue an invoice for the remaining 50% of the Sponsorship Fee 30 days prior to the date of the Event and the invoice must be paid by the Sponsor within 14 days or by the time stipulated on the invoice.

5. Termination; Cancellation

5.1 You agree and acknowledge that we incur costs and expenses in providing the Benefits to you and that we will suffer loss and damage if you cancel the services mentioned in your Booking Order. You agree and acknowledge that the amounts set out in clause 5.2 are reasonable estimates of the amount of costs, expenses, loss and damage we will incur in the event that the Sponsorship is cancelled.

5.2 In the event that you request that we cancel the sponsorship mentioned in the Booking Order then you will pay to us the following amounts:

(a) if the Event is more than 90 days from the date of your written notice provided under this clause then you will be liable for and must pay to us 50% of the amount of the Sponsorship Fee; and

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(b) if the Event is less than 90 days from the date of your written notice provided under this clause then you will be liable for and must pay to us 100% of the amount of the Sponsorship Fee.

(c) Upon termination hereof, the parties shall immediately cease all use of the other Party's Marks or Materials.

6. Representations, Warranties and Disclaimers.

6.1 Each party hereby represents and warrants to the other party: (i) that it has the full power necessary to enter into this Agreement; (ii) that all corporate actions and approvals have been taken that are necessary to make this Agreement a binding and enforceable obligation of such party; and (iii) that such party's execution, delivery and performance of this Agreement is not in conflict with, and will not cause an event of default under, any agreement or instrument to which such party is bound.

6.2 Event Holder represents and warrants to Sponsor: (i) that it has obtained or will obtain by the Event date all of the permissions, licenses, or contracts necessary to conduct the Event and to grant any rights under or perform its obligations in accordance with this Agreement; (ii) that its performance under this Agreement will comply with all applicable laws, rules and regulations; and (iii) if it provides Event attendee information to Sponsor, including but not limited to name, email address, company name, and phone number, that it has obtained all of the permissions and consents necessary to provide that information to Sponsor in accordance with Event Holder's contractual obligations and the requirements of applicable laws.

6.3 Sponsor represents and warrants to Event Holder: (i) that it has obtained or will obtain all of the permissions, licenses, or contracts necessary to participate in the Event; and (ii) that its performance hereunder will comply with all applicable laws, rules and regulations.

6.4 Except for the foregoing, the parties disclaim any and all other warranties of any kind or nature, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

7. Indemnification

7.1 Except to the extent prohibited by applicable law, you will:

(a) defend the Event Holder and its Affiliates, and their respective employees, officers and directors (each a "covered party") from; and

(b) indemnify the covered parties for the amount of any adverse final judgment or settlement arising from,

any claim by an unaffiliated third party that any Marks or Materials provided by the party and used by the covered party in accordance hereof infringes any copyright or trademark rights or misappropriates any trade secrets held by any third party.

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7.2 The obligations to defend and indemnify under this section 7 will apply only if the covered party: (i) gives the indemnifying party prompt written notice of the claim; (ii) reasonably cooperates with the indemnifying party (at the indemnifying party's expense) in connection with the defense and settlement of such claim.. The covered party may, at its expense, participate in the defence and settlement of the claim.

8. Miscellaneous.

8.1 Neither party will issue any press release (or make any other public announcement) related to this Agreement, or the transactions it contemplates, without the prior written approval of the other party.

8.2 Event Holder will conduct and be responsible for all aspects of the Event, including, without limitation, if applicable, the Event rules, registrations, bonding, drawing of winners, awarding of prizes and prize fulfillment. Event Holder will be solely responsible for all tax information reporting and withholding obligations that may arise out of the Event.

8.3 Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

8.4 Any provision in this Agreement may be waived, but only in writing signed by the party against whom such waiver is sought to be enforced. The failure of either party to enforce or delay in enforcing rights hereunder will not be deemed a continuing waiver or modification of this Agreement. In the event that any term or provision of this Agreement will be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof, and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect.

8.5 Neither party will be liable in any manner whatsoever for acts of God, fires, strikes, accidents or other occurrences beyond its reasonable control (whether like or unlike any of those enumerated herein) that prevent either party from partially or completely performing its obligations hereunder.

8.6 Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or in connection with any merger, consolidation, reorganization, sale of all or substantially all of its related assets or any similar transaction. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

8.7 The parties to this Agreement are independent contractors, and nothing contained herein or done pursuant hereto will be construed to create any relationship of principal and agent, joint venturers, partners, or employer and employee between the parties. Each party will each be solely

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responsible for the conduct of its respective employees and agents in connection with the performance of its obligations hereunder.

8.8 This Agreement (including the Booking Order) and any dispute arising out of or in connection with the Agreement or the Booking Order is governed by the laws of the State of NSW. Each party submits to the exclusive jurisdiction of the courts of the State of NSW and courts of appeal from them, in respect of any proceedings arising out of or in connection with this Agreement (including the Booking Order)

8.9 Any notice given under this Agreement will be in writing and will be sent to the intended recipient by registered letter or receipted commercial courier at the address(es) set forth on the signature page of this Agreement. Either party may change its address for notices by delivery of written notice in accordance with this Section.

8.10 In relation to Cannes in Cairns sponsorships, no Sponsor may organise any event that is related in any way to the Event described in the Booking Order in the Cairns Regional Council area or the Douglas Shire Council area seven days either side of the official Cannes in Cairns Event date without the express written permission of The Misfits Media Company Pty Limited, acting in its sole discretion

8.11 In the event that you fail to gain permission under clause 8.10 and you hold an event of the type mentioned in that clause:

(a) your Sponsorship will be cancelled; and

(b) you will become liable to pay to us immediately 100% of the amount of the Sponsorship Fee.

8.12 Insurance. The Event Holder must at all times affect and keep a current Public and Product Liability Insurance policy with a reputable insurer in an amount of no less than AUD \$20 million and the Supplier will provide evidence of such policy if requested by the Sponsor.

9. Use of Marks and Materials.

9.1 In connection with any use of Marks or Materials authorized in writing, Sponsor and Event Holder will specify and make available to the other party the relevant Marks and Materials for use in connection with the activities described herein. Sponsor and Event Holder (or its Affiliates) each grants a limited, nontransferable, nonexclusive, worldwide, royalty-free, revocable license to reproduce and use the specified Marks and Materials as instructed in writing. The licensee hereunder is responsible for its use of the Marks and Materials. All goodwill associated with the Marks belongs exclusively to the granting party.

9.2 Presentation and Recording. Sponsor grants Event Holder a limited nontransferable, nonexclusive, worldwide, royalty-free, revocable license to: (i) create an audiovisual recording of any presentation or interview by Sponsor or its designated employee(s) at the Event (each a "Video"); and (ii) provide access to any Video to third parties and use any such Video in promotional and marketing materials relating to the Event; each as separately agreed upon and instructed by Sponsor in writing.

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Intellectual Property and Other Rights. Except as expressly described in Sections 9 and 10, neither party will acquire any interest in or right to use the other party's or its Affiliates' Marks, copyrights, patents and any other intellectual property rights by virtue of the provisions of this Agreement.

9.3 Entire Agreement. This Agreement constitutes the complete and final agreement of the parties pertaining to the subject matter herein and supersedes the parties' prior agreements, understandings and discussions relating to the subject matter. No modification of this Agreement is binding unless it is in writing and signed by the parties to this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

PART 4.

PRIVACY POLICY

We collect the information on this form for the purposes of processing your order, making credit enquiries, keeping you informed about upcoming events and assisting in improving our service to you. We may disclose the information (excluding your credit worthiness and e-mail address) to third-party businesses for these purposes. It may also be used by our business to prepare lists of customers which it then rents to third parties to provide direct marketing offers which we think may be of interest to you. The provision of this information is voluntary but if you do not provide the information requested we may not be properly able to process your order. You have both a right of access to the information we hold about you and a right to ask us to correct it if you think it is inaccurate or out of date. If you do not want to receive information about other products, services, offers or events or you do not want your information disclosed, please contact our Privacy Officer at L4, 87-89 Foveaux St, Surry Hills NSW 2010.

Information collected

Personal information is collected by us. We collect personal information from you through the use of enquiry and registration forms and every time you e-mail us your details.

We also collect information automatically about your visit to our site. The information obtained in this way, which includes demographic data and browsing patterns, is only used in aggregate form.

Use of personal information

We process personal information collected via the site for the purposes of:

- providing a personalised service
- conducting market research surveys
- running competitions
- providing you with information about products and services offered by us and;
- providing you with information about products and services offered by carefully selected third party companies.

If you do not wish to receive information about our products or services, or the products or services offered by other organisations, please let us know when providing us with your details. However, we may disclose your information to business partners and third-party suppliers we engage to provide services which may involve processing data on our behalf.

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We also use information in aggregate form:

- to build up marketing profiles
- to aid strategic development
- to manage our relationship with advertisers and to audit usage of the site

Use of cookies

We use may “cookies” to identify you when you visit the site and to build up a demographic profile.

A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information back from the browser. Find out more about the use of cookies on <http://www.cookiecentral.com>

Our use of cookies also allows registered users to be presented with a personalised version of the site.