

TERMS AND CONDITIONS

– ADVERTISER, SPONSOR AND EVENT DELEGATES

1. WHEN DO THESE TERMS APPLY?

1.1 These terms will apply to you, the “**Client**” every time you request publication of advertising or services in any Products owned by Conexus Financial Pty Ltd (ABN 51 120 292 257). Now referred to as “**Conexus**”.

1.2 “**Products**” refers to any media published by Conexus (print and online) and sponsored Events (including but not limited to conferences and roundtables).

2. HOW DO I PLACE ADVERTISING/SPONSORSHIPS

2.1 You can request advertising/sponsorship of any Products owned by Conexus at any time directly with Conexus.

2.2 Conexus will, if it accepts your request, send you a Booking Order Approval which will contain the specific details that will apply to your advertising/sponsorship to which you must reply with your acceptance.

2.3 For the sake of clarity, if you are submitting Advertising on behalf of another party you are and remain directly responsible for complying with this Agreement and paying the Advertising/Sponsorship Fees and you enter into this Agreement as a principal party to it

2.4 We may vary these terms and conditions at any time by giving you written notice. A variation will take effect immediately after we send you the written notice, for all new orders placed and for any material for publication under an existing order. These terms can only be amended in writing by us.

2.5 Conexus Financial Pty Ltd makes no representation in relation to the success or response levels to the Advertising and Event audience and the fees are payable whether or not you or the advertiser/sponsor is satisfied with the outcomes, responses or leads generated thereafter.

3. WHAT RIGHTS DOES CONEXUS HAVE?

3.1 Conexus can reject advertising/sponsorship at any time for any reason. Conexus can withdraw advertising or withdraw publications or events from the public at any time and for any reason. Conexus is not liable to you if it does reject your advertising/sponsorship withdraw your advertising/sponsorship or withdraw a publication or event that contains your advertising/sponsorship.

3.2 Conexus will try to place your advertising in the position that you request, but it cannot always do so. Conexus is not liable to you if your advertising does not appear in the place that you request.

3.3 If your advertising is editorial in style, Conexus can add the word “advertising” above or below the advertising.

4. SPECIFICATIONS AND DEADLINES

4.1 You must deliver the materials required to produce your advertising or promote your sponsorship (Materials) to Conexus by the date Conexus specifies. If you do not, Conexus may not be able to publish your advertising or promote your sponsorship and Conexus is not liable to you for this. You will still be liable for the price quoted in the Confirmation Booking Order Approval.

4.2 The Material must be in the form that Conexus requires for the Product in which the advertising is to be published. If you do not deliver the Material in the required form, Conexus can engage a third party to convert the Material to Conexus’s requirements. You must, within 14 days, pay Conexus for the costs of the conversion, plus a handling fee of 25%.

4.3 You may request for the return of your material from Conexus prior to the publication material deadline. You must pay the expenses incurred by Conexus along with your Fee.

4.4 Conexus can change the on sale date of Publications at anytime without notice.

5. PAYING FOR ADVERTISING

5.1 The Booking Confirmation will contain the amount you have to pay for the advertising/sponsorship (Fee). The Fee does not include GST. Conexus will provide you with an invoice stating the Fee and the GST payable.

5.2 You must pay the Fee within the terms set by Conexus (14 Days). You cannot alter the Fee, even if you feel that the advertising was not placed or published in the manner that you expected.

5.3 If you dispute the Fee, this claim must be made within 30 days of the invoice date to Conexus otherwise you must pay the Fee and GST payable as invoiced.

5.4 Prepayments are not refundable under any circumstances.

5.5 Unless otherwise agreed in writing our prices are as listed in either the proposal or media kit. Those rates and these terms and conditions are subject to change at any time by us and without notice to you.

6. PAYMENT TERMS AND CANCELATION - SPONSORSHIP

6.1 The client is not permitted to cancel this Contract except with the written consent of Conexus.

6.2 Where cancellation occurs as permitted by paragraph (6.1) above, the Client shall pay to Conexus an amount, representing liquidated damages to compensate Conexus for all losses incurred as a result of the cancellation as follows:-

i) 60% of the contract Price, for cancellation made more than six months prior to the start date of the Event; or

ii) 80% of the Contract Price, for cancellation made between six months or less prior to the start date of the Event and three months or more prior to the start date of the Event; or

iii) 100% of the Contract Price, for cancellation made three months or less prior to the start date of the Event.

6.3 All Sponsorships are to be paid upon invoicing. Invoices will be issued prior to the event (Roundtable Sponsorships will be invoiced three months prior to the event, Conference Sponsorships will be invoiced 50% upon completion of the Confirmation Booking and 50% two months prior to the event – unless otherwise agreed by Conexus).

6.4 Prepayments are not refundable under any circumstances.

6.5 Refund Policy Conference Delegates - Conexus Financial Pty Ltd (ABN 51 120 292 257) will refund in full cancellations received in writing 30 days or more prior to the event, less a 10% administration fee. Cancellations received inside 30 days will not be refunded; but an alternate delegate can be arranged with no extra fee at any stage.

6.6 Once registration is complete, complimentary delegates agree to attend and participate and/or advise inability to attend within 30 days of the event.

6.7 All delegates acknowledge that the material presented at an event is copyrighted and cannot be re-used without the written express permission of the organisers.

7. FAILURE TO PAY AND OTHER BREACHES

7.1 If a customer fails to pay for advertising/sponsorship in accordance with Clause 5 or if a customer suffers an Insolvency Event, Conexus may (in its discretion and without limitation):

- a) require cash pre-payment of further advertising/sponsorship;
- b) charge interest on all overdue amounts at the rate of 2% above the National Australia Bank Overdraft Base Rate;
- c) take proceedings against the customer for any outstanding amounts;
- d) recover from the customer all costs relating to any action taken by Conexus to recover amounts owing for advertising/sponsorship, including without limitation any agency costs and legal costs on a full indemnity basis;
- e) cease publication of any further advertising/sponsorship materials on behalf of the customer and terminate any agreement in relation to advertising/sponsorship not yet published.

8. AGENCY REBATE

8.1 If you are an advertising agent, Conexus may agree that you will get a rebate on the Fee, but the rebate will only apply if you pay the Fee (less the rebate, plus the GST payable) within 45 days of publish date. If you don't pay the Fee (less the rebate) by that date, you cannot claim the rebate – you must pay the Fee and the GST payable.

9. HOW CAN I CANCEL ADVERTISING

9.1 With the exception of advertising in Conexus's online publications, if you cancel advertising up to 10 weeks before the scheduled date of publication of the magazine (Cancellation Deadline), you will not have to pay the Fee.

9.2 You cannot cancel an advertising request to any of Conexus's online publications. You may request to run your advertising within 12 months of the original scheduled advertising request if agreed by Conexus.

9.3 If you cancel after the Cancellation Deadline, you have to pay the Fee. This applies even if you booked the advertising after the Cancellation Deadline.

9.4 If a print advertising schedule is cancelled, back payment of contract discounts will be invoiced.

10. WARRANTIES FROM YOU

10.1 You warrant to Conexus that you're advertising:

- a) is true and accurate in all respects;
- b) does not infringe any rights of any person (such as copyright and trademark rights);
- c) does not use the name and image of any person without their consent;
- d) is not obscene, indecent or defamatory; and
- e) does not contravene any federal, state or territory statute, regulation or other law including the Trade Practices Act 1974 (CTH).

10.2 You indemnify Conexus for all costs (including legal costs on a solicitor client basis), expenses, claims, demands, damages and losses of any kind arising from or attributable to the publication of the advertising or otherwise arising from a breach by you of these terms.

10.3 To the extent permitted by law, all conditions and warranties implied by law or otherwise not expressly set out in these terms and conditions are excluded.

11. LIMITATION OF LIABILITY

11.1 To the extent permitted by law, under these terms or otherwise in connection with your advertising/sponsorship, and the publication of that advertising by Conexus:

- a) Conexus excludes liability for all indirect, consequential or special losses or damages including loss or profits howsoever arising; and
- b) The total liability of Conexus howsoever arising is limited to the supply of the relevant advertising/sponsorship again or the payment of the cost of having those services supplied again, whichever Conexus determines in its absolute discretion.

11.2 Conexus will not be liable to you or any other person for any loss of whatever kind suffered as a result of an advertising/sponsorship not being available for publication or not being published where such event arises from any cause beyond Conexus's reasonable control.

12. LIABILITY OF AGENTS

12.1 If you carry on business as an advertising agent you acknowledge that you Contract with Conexus in your own right. You are principally liable under any contract entered into with Conexus.

13. GENERAL

13.1 These terms are governed by the laws in force in New South Wales, Australia.

13.2 You may not assign or otherwise transfer any of your rights or obligations under these terms to any other person without Conexus's consent. Conexus may assign or otherwise transfer any of its rights or obligations under these terms without your consent.

13.3 If Conexus fails to enforce, or delays in enforcing, any of these terms, this will not operate as a waiver and will not affect Conexus's right to later require strict compliance with these terms.

13.4 The terms of the Booking Confirmation and this agreement record the entire agreement between you and Conexus relating to the matters dealt with in this agreement and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.

14. FOR CONTRA ADVERTISING ONLY

14.1 If you agree with Conexus that you will supply goods or services (Prize) as non monetary consideration for advertising space, you must provide a valid tax invoice to the same value of the Fee and the GST payable.

14.2 You and Conexus agree that neither will pay money to each other, on the basis that the GST inclusive value of the Space is to equal the GST inclusive value of the Prize. The parties must simultaneously give each other tax invoices for each supply of the same value. You will accept recipient-created tax invoices issued to you by Conexus if you have not sent a tax invoice to Conexus within 28 days of the draw date of the applicable competition, or the on-sale date of the relevant magazine, whichever is earlier.

14.3 If the product or service you supply is not GST applicable, you may be liable to pay the GST to Conexus.

14.4 Without limiting warranties and other terms implied into any contra agreements by law, you warrant to Conexus that all Prizes will be fit for their purpose, of merchantable quality and supplied in full compliance with all representations made in applicable advertising materials.

15. GENERAL INDEMNITY

15.1 The Sponsor irrevocably indemnifies and holds the Organiser and its agents, servants, officers, employees and all other members of Conexus harmless against all and any damages, losses and/or claims of, and/or suffered by the Sponsor and/or any third party (if so caused by the sponsor), arising out of an during the course of the preparation for and/or the duration of the Event, regardless of the reason for or the cause of such damage, losses and/or claims. Notwithstanding anything to the contrary in these terms and conditions or the attached Contract, nothing in this contract shall exclude, restrict or limit either party's liability for death or personal injury resulting from its negligence.

15.2 If in the opinion of the Organiser, the event can be carried through, by re-arrangement or postponement of the period of the event, or by substitution or another hall or building or any other reasonable manner, the contract shall be binding upon he parties.

16. INSURANCE LIABILITY

16.1 The Organiser will not be responsible for the safety of any exhibit or property of any Sponsor, or any other person for the loss, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage sustained by a Sponsor, by reason of any defect in the building caused by fire, storm, tempest, lightning, earthquake, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organiser whatever ejusdem generis or not or for any loss or damage occasioned. As the Organiser will accept no responsibility for any of the matters aforesaid, the Sponsor is to cover itself by insurance in respect thereof.

16.2 Delegates acknowledge that they participate and attend at their own risk.

17. PRIVACY ACT

17.1 The Sponsor authorises the Organiser to use information provided by it to the Organiser in such a manner as the Organiser regards as appropriate. The Organiser shall also be entitled without being liable for any claim for damages by the Sponsor or Guarantor to notify any unpaid amount hereunder to any Credit Reference Association whether or not the Sponsor or Guarantor disputes the amount claimed by the Organiser.

17.2 Any information provided by you in relation to this event is being collected by Conexus and will be held in strictest confidence. It will be added to our database for the primary purpose of providing you with information about future Conexus events or services.

Tick if you don't want offers from us []

Tick if you don't want offers from third parties []

18. FOR ONLINE ADVERTISING ONLY

18.1 Conexus makes no guarantees with your advertising, the usage statistics, user clicks or level of impressions for Conexus's online publications.

18.2 You accept that the statistics provided by Conexus are the official, definitive measurements of Conexus's online publications.

19. GOVERNING LAW

19.1 The law in force in New south Wales, Australia, governs these terms and conditions and each party agrees to the non-exclusive jurisdiction of the courts of New south Wales.