

THE AUSTRALIAN SOCIETY OF COSMETIC CHEMISTS

GENERAL TERMS & CONDITIONS FOR EXHIBITION

The following are the general terms and conditions (**General T&Cs**) that apply to each Exhibition Agreement between ASCC and the Exhibitor of an Event. These General T&Cs are subject to any special terms and conditions agreed between ASCC and the Exhibitor in respect of the Event (**Special T&Cs**) and if there is any inconsistency between any provision of the General T&Cs and a provision of the Special T&Cs, the relevant provision of the Special T&Cs will apply instead of the relevant provision of the General T&Cs, to the extent of the inconsistency only.

1. DEFINITIONS

In these General T&Cs:

ASCC means The Australian Society of Cosmetic Chemists;

Corporate Logo means any corporate logo of ASCC for the time being, whether registered as a trade mark or otherwise;

Corporate Name means the name "The Australian Society of Cosmetic Chemists" or its abbreviation "ASCC" and any derivation of those names;

Delegate means a person or entity who registers to attend an Event as a delegate;

Event means a conference, exhibition or other event held or intended to be held by ASCC;

face-to-face Event means an Event whereby Delegates and other attendees may attend the Event in person;

Force Majeure Event means an event or circumstance which is beyond the reasonable control of a party to this agreement that the party could not reasonably have avoided or overcome, and may include (without limiting the generality of the foregoing):

- (a) an act of God, lightning, storm, flood, hurricane, typhoon, cyclone, volcanic activity, fire, earthquake, explosion or peril of navigation;
- (b) theft, malicious damage, strike, lockout, boycott or any state-wide or national industrial dispute;
- (c) act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, terrorism, insurrection, civil commotion, pandemic, rebellion, military or usurped power or martial law;
- (d) embargo, power or water shortage;
- (e) the unforeseen introduction of or a change to the Law applicable to the services provided by ASCC under this agreement which comes into effect after the commencement date of this agreement and applies in Australia or any part thereof or to the performance of the services; or
- (f) a direction, order or regulation by a Government Authority or a delay by a Government Authority,

but does not include any obligation to pay any amount of money when it is due under this agreement;

Government Authority includes any government or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, officer, statutory corporation or instrumentality;

Intellectual Property Rights means all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registered or registrable), rights in relation to registered or unregistered trade marks, circuit layout designs and rights in relation to circuit layouts;

Original Time means the time and date previously advertised by ASCC for the holding of the Event;

Exhibitor means a party who pays or offers to pay an amount of money or provides other consideration to ASCC to exhibit at an Event;

Exhibition Agreement means the agreement between ASCC and the relevant Exhibitor who exhibit at an Event, of which these GT&Cs form part;

Stand Amount means the amount paid to ASCC by the Exhibitor in respect of their exhibition of the Event; and

Virtual Event means an Event held on-line through an event platform or similar.

2. INTELLECTUAL & INDUSTRIAL PROPERTY

2.1 Except as expressly provided in the Exhibition Agreement, nothing in this agreement provides to either party any right or licence in respect of the Intellectual Property Rights of the other party.

2.2 The Exhibitor may only use the Corporate Name and each Corporate Logo with the prior written consent of ASCC, which consent will not be unreasonably withheld, and any such use will be subject to any conditions stated by ASCC in writing either at the time of providing that consent or thereafter.

2.3 If the Exhibitor provides, publishes or releases or procures any other party to provide, publish or release any information, document, data or other material in relation to the Event or their exhibition at the Event, whether written, oral, digital or otherwise, the Exhibitor:

- (a) is solely responsible to protect its own Intellectual Property Rights and the Intellectual Property Rights of any other relevant third party in relation to that information, document, data or other material; and
- (b) must ensure the information, document, data or material is accurate in all respects and is not misleading or deceptive.

2.4 If the Exhibitor breaches any provision of clause 0 or 0, it will indemnify ASCC and keep it indemnified for any loss, damage, liability or expense suffered or incurred by ASCC arising from that breach.

3. FORCE MAJEURE

To the extent of and for the period that the performance of any obligation of a party under this agreement is affected by a Force Majeure Event, that party's performance of the obligation will be suspended and the party will not be liable for any failure to perform that obligation, provided the party promptly advises the other party to this agreement of full particulars of the Force Majeure Event and keeps the other party regularly advised of any material changes to the Force Majeure Event that may affect the timing or capacity of the affected party to perform the relevant obligation.

4. POSTPONEMENT OR CANCELLATION OF EVENTS BY ASCC

If:

- (a) a Force Majeure Event prevents ASCC from holding an Event at the Original Time for the Event;
- (b) in the reasonable opinion of the Board of ASCC, a Force Majeure Event adversely and materially affects the commercial viability of ASCC to hold the Event at the Original Time for the Event; or
- (c) a Force Majeure Event prevents ASCC from holding a face-to-face Event at the Original Time for the Event but not a Virtual Event at that time or some other time;

ASCC may by notice to the Exhibitor:

- (d) postpone the Event to a date determined by ASCC;
- (e) cancel the Event; or
- (f) hold a Virtual Event at the Original Time (in the circumstances described in clause 0) or such other time and date as may be determined by ASCC.

5. REFUNDS BY ASCC

5.1 If ASCC postpones an Event in accordance with clause 0 and if the postponed Event is held within 60 days of the Original Time, the Exhibitor shall not be entitled to receive any refund of the Stand Amount.

5.2 If:

- (a) ASCC postpones an Event in accordance with clause 0 and the postponed Event is held more than 60 days from the Original Time for the Event; and
- (b) the Exhibitor advises ASCC in writing, no later than 60 days before the postponed time and date for the Event, that they no longer wish to be an Exhibitor of the Event,

ASCC will partially refund to the Exhibitor the Stand Amount less an administrative charge as described in the Schedule to the Special T&Cs.

- (c) If the Exhibitor advises ASCC within 60 days before the postponed time and date for the event, the Exhibitor shall not be entitled to receive any refund of the Stand Amount.

5.3 If ASCC cancels an Event in accordance with clause 0, ASCC will refund to the Exhibitor the Stand Amount as described in the Schedule to the Special T&Cs.

5.4 If ASCC holds a Virtual Event instead of a face-to-face Event in accordance with clause 0 and:

- (a) the Virtual Event is held at the Original Time for the Event or within 60 days of the Original Time, the Exhibitor shall be entitled to a partial refund of the Stand Amount as described in the Schedule to the Special T&Cs;
- (b) the Virtual Event is held at the Original Time for the Event or within 60 days of the Original Time, and the Exhibitor advises ASCC in writing, that they no longer wish to exhibit at the Event, ASCC will refund to the Exhibitor the Stand Amount less an administrative charge as described in the Schedule to the Special T&Cs;
- (c) the Virtual Event is held more than 60 days from the Original Time for the Event and the Exhibitor advises ASCC in writing, no later than 60 days before the postponed time and date for the Event, that they no longer wish to be an Exhibitor of the Event,

ASCC will refund to the Exhibitor the Stand Amount less an administrative charge as described in the Schedule to the Special T&Cs; or

- (d) the Virtual Event is held more than 60 days from the Original Time for the Event and the Exhibitor has not advised ASCC in writing within 60 days before the postponed time and date for the Event that they no longer wish to be an Exhibitor of the Event, the Exhibitor shall be entitled to a partial refund of the Stand Amount less an administrative charge as described in the Schedule to the Special T&Cs.

5.5 If the Exhibitor is unable to participate, in a material manner, in an Event due to a Force Majeure Event, resulting in an inactivity at the stand as demonstrated to the reasonable satisfaction of ASCC, they shall be entitled to a partial refund from ASCC, as described in the Schedule to the Special T&Cs.

5.6 If the Exhibitor chooses not to participate to the Event at the Original Time, the Exhibitor shall not be entitled to receive any refund of the Stand Amount.

6. LIMITATION OF LIABILITY

6.1 Despite any other provision of the Exhibition Agreement:

- (a) Neither party shall be liable to the other party for any loss of actual or anticipated profit or revenue, business interruption, loss of opportunity, income, financing, holding costs, loss by reason of shutdown or increased expense of operation or any loss or damage which may be construed as indirect, special or consequential loss or damage; and
- (b) To the maximum extent permitted by law, the maximum liability of ASCC, whether that liability arises under the Exhibition Agreement or in tort (including negligence) or any other cause of action whatsoever, is limited to the Stand Amount paid by the Exhibitor to ASCC under the Exhibition Agreement.

6.2 Nothing in clause 0 or any other provision of the Exhibition Agreement adversely affects the rights (if any) of the Exhibitor under the Australian Consumer Law or any similar State legislation, to the extent those laws apply to this agreement and may not be excluded or limited as provided herein.

Special T&Cs – ASCC Conference 2022 / Exhibition

Schedule to the Special T&C's

| Clause | Eligible Refund | Admin Fee payable |
|---------------|--|--------------------------|
| 5.2 | 100% | \$150 |
| 5.3 | 100% | \$0 |
| 5.4 (a) | 100% minus price of the virtual stand | \$0 |
| 5.4 (b) | 100% | \$150 |
| 5.4 (c) | 100% | \$150 |
| 5.4 (d) | 100% minus price of the virtual stand | \$150 |
| 5.5 | 10.00% | \$0 |