

## MLA Terms for Trade Show Participation

Meat & Livestock Australia Limited (MLA) has booked space (“**Group Stand**”) at the International Trade Show (“**Event**”) through the organiser of the Event (“**Event Organiser**”) and invites you to participate as an exhibitor at the Group Stand (“**Joint Exhibitor**”).

These terms govern the participation with MLA at the Event and form an agreement between the Joint Exhibitor and MLA. The Joint Exhibitor acknowledges and agrees that the Event Organiser’s Terms and Conditions and all other rules and regulations provided by the Event Organiser in relation to the Event form part of these terms which is located on the [MLA website under the International Trade Show section](#).

### 1. ALLOCATED SPACE

MLA will allocate space within the Group Stand to the Joint Exhibitor (“**Allocated Space**”) based on the size requirements requested by the Joint Exhibitor in the application process, provided that it is in line with MLA’s planned design and construction of the Group Stand. MLA reserves the right to offer an alternative size configuration to the Joint Exhibitor if the space requested cannot be accommodated.

### 2. FEES

The Joint Exhibitor must pay to MLA the fee in accordance with the “MLA Stand Participation Fee Estimate” for participation at the Event and the Allocated Space. Payment must be made within 14 days of receipt of an invoice from MLA in the manner specified in the invoice.

The Joint Exhibitor is solely responsible for all of its costs and expenses associated with the Event and the fitout of the Allocated Space, including but not limited to:

- (a) its employees, agents and contractors;
- (b) visa, travel and accommodation costs;
- (c) freight cost associated with the shipment of products to the Event; and
- (d) design costs associated with the development of graphics used within the Joint Exhibitor’s Allocated Space.

### 3. CANCELLATION

#### 3.1. Cancellation by Event Organiser

- 3.1.1. The Joint Exhibitor acknowledges that the Event Organiser may cancel or postpone the Event in accordance with the Event Organiser’s Terms and Conditions (“**Event Cancellation**”) and agrees that MLA has no control over this. In case of Event Cancellation,

to the extent permitted under the Event Organiser's Terms and Conditions, the Joint Exhibitor will be entitled to a proportional reimbursement of any payments already made to MLA under this agreement. MLA will not be liable to the Joint Exhibitor for any other losses, damages, costs, or expenses arising out of or in connection with the Event Cancellation.

### **3.2. Cancellation by Joint Exhibitor**

If the Joint Exhibitor cancels their attendance at the Event for any reason, the Joint Exhibitor will be liable for a cancellation fee in accordance with the "MLA Stand Participation Fee Estimate". MLA may at its sole discretion waive any part of the fee which it has recovered from another participant.

## **4. PRIVACY**

Personal information provided by the Joint Exhibitor to MLA in relation to the Event will:

- (a) be used and disclosed for the purposes of the Event including:
  - (i) MLA's coordination of the Group Stand;
  - (ii) MLA's coordination of the Joint Exhibitor and other MLA participants involvement in the Event; and
- (b) otherwise be collected, stored, used and disclosed in accordance with MLA's privacy policy located on the [MLA website under the International Trade Show section](#).

## **5. LIABILITY AND INDEMNITY**

In the event that, in MLA's reasonable opinion, the Joint Exhibitor breaches any material provisions of this agreement, the Event Organiser's Terms and Conditions or the Event Organiser's Exhibitor's Manual or any other rules and regulations of the Event Organiser in connection with the Event, MLA may by immediate notice terminate this agreement and require the Joint Exhibitor to leave the Group Stand and the Event ("Termination"). If a Termination occurs, the Joint Exhibitor must immediately leave the Group Stand and the Event and MLA will not be liable to the Joint Exhibitor for any losses, damages, costs, or expenses arising out of or in connection with the Termination including any refund of any payments already made to MLA under this agreement.

The Joint Exhibitor acknowledges that it will attend the Event at its own cost and risk and releases and indemnifies MLA against:

- (a) all claims brought against MLA; and
- (b) all losses, damages, costs and expenses incurred by MLA, arising out of or in connection with:

- (a) the Joint Exhibitor's, its employees, agents, contractors and invitees participation in the Event and conduct of the exhibition at the Group Stand;
- (b) breach by the Joint Exhibitor of this letter agreement; or
- (c) negligent or unlawful act or omission of the Joint Exhibitor, its employees, agents and contractors in connection with the Event or this agreement.

except to the extent that the losses, damages, costs or expenses result from the negligent or unlawful act or omission of MLA.

## **6. LICENCE TO MLA**

The Joint Exhibitor agrees that MLA may take photos and/or videos of the Allocated Space and any material provided or exhibited by the Joint Exhibitor at the Event ("**Event Recordings**") and that MLA may use these Event Recordings in perpetuity in any media worldwide for training, reporting, marketing and promotional purposes.

The Joint Exhibitor acknowledges that its employees, agents, contractors and invitees attending the Event may be depicted in the Event Recordings and undertakes to obtain all necessary releases and approvals to ensure MLA can utilise the Event Recordings as set out under this clause 6.

## **7. WARRANTIES**

The Joint Exhibitor warrants that all information, products and material, including but not limited to promotional material, designs, brands, and logos, used by or on behalf of the Joint Exhibitor in relation to the Event or provided under this agreement, will not infringe the rights (including copyright) of any third party.

## **8. RESTRICTIONS**

The Joint Exhibitor must not:

- (a) be involved directly or indirectly in any conduct or activity which may harm or diminish the name or reputation of MLA or the Australian red meat and livestock industries in any way when conducting the exhibition at the Group Stand and during its participation at the Event;
- (b) exhibit, promote or sell any product that is not Australian beef, veal, lamb, mutton, goat meat or offals of these meats ("**Red Meat Product**") at the Group Stand without the prior written consent of MLA. For the avoidance of doubt, a Red Meat Product does not include wool or dairy products; and
- (c) make any announcements or media releases relating to the Event or the Group Stand that refer to MLA or use any of MLA's logos without MLA's prior written approval.

**9. CONSENTS**

The Joint Exhibitor must obtain all consents, licences and authorisations necessary under any applicable law to enable it to conduct its exhibition at the Event.

**10. WORK HEALTH AND SAFETY**

The Joint Exhibitor must ensure the safety of all its products transported to and exhibited at the Event as well as the safety of all of its staff, agents, contractors or invitees while travelling to and attending the Event.

**11. INSURANCE**

The Joint Exhibitor must at all times maintain public and product liability insurance for an amount of at least A\$10 million and on request, provide a certificate of currency for the insurance.

**12. ORDER OF PRECEDENCE**

(a) This agreement consists of the following documents:

- (i) the terms in the body of this agreement;
- (ii) MLA Service & Participant Responsibilities;
- (iii) MLA Stand Participant Fee Estimate; and
- (iv) Event Organiser Terms and Conditions;

and in case of a conflict or inconsistency, the document listed earlier in this clause 12 will prevail to the extent of such conflict or inconsistency.

(b) This agreement contains the entire agreement between MLA and the Joint Exhibitor with regards to the Event.

**14. CLAUSE SURVIVES TERMINATION**

Clauses 4, 5, 6, 11 and 14 survive expiry or termination of this agreement.

**15. GOVERNING LAW AND JURISDICTION**

This agreement is governed by and must be construed in accordance with the laws of New South Wales, Australia. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales Australia.