

Trade, Display and Activations Terms & Conditions

1. Definitions: The following definitions apply unless the context requires otherwise.

“Agreement” means the agreement described in clause 2 between SAMSB and the Company.

“Alternative Site” means a Site selected by SAMSB and offered to the Company in place of a Site, in accordance with clause 19.

“Company” means the party named as the “Company” in the Trade, Display and Activations Booking or as substituted in accordance with these Conditions.

“Company Personnel” means any employees, agents and any other person employed or engaged by the Company.

“Conditions” means these Trade, Display and Activations Terms & Conditions.

“Confirmation Date” means the date SAMSB sends a booking confirmation to the Company.

“Entities” means Event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia (MA) affiliated clubs, state and territory governments and insured listed in MA’ public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.

“Event” means the Adelaide 500 motor sport event held at the Venue for which SAMSB has responsibility under the *South Australian Motor Sport Act 1984 (SA)*.

“Event Conditions” means the event conditions binding all attendees at the Event imposed pursuant to regulation 11 of the *South Australian Motor Sport Regulations 2014 (SA)*.

“GST” means any tax in the nature of a tax on, or on the supply of, goods, real property, services or any other thing levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia or municipal authority which may operate at any time during the term of this Agreement.

“Intellectual Property” means any patent, copyright, trademark, trade name, design, trade secret, know how, semiconductor, circuit layout or other form of intellectual property right whether arising before or after the execution of this Agreement and the right to registration and renewal of those rights.

“Invitee” means any person entering the Site as a result of the express or implied invitation of the Company (whether during the Event or otherwise) for their mutual gain or benefit including but not limited to any member of the public entering the Site to inspect, purchase or otherwise do business on the Site.

“Trade, Display & Activations Booking” means the booking made on the website for the Event published by SAMSB from time to time (available at www.adelaide500.com.au)

“Trade, Display & Activation Services” means the grant by SAMSB to the Company to occupy a Site for carrying on a trade, display or activation business subject to the terms of this Agreement. Such services may include but are not limited to: (a) Tickets; (b) access to a selected Site; and (c) optional additional items (e.g. television feed, trestle tables and chairs).

“SAMSB” means the South Australian Motor Sport Board (ABN 43 976 679 496) a body corporate pursuant to the *South Australian Motor Sport Act 1984 (SA)* of Level 5, 182 Victoria Square, Adelaide SA 5000;

“Site” means the Trade, Display & Activation Services site at the Venue selected by SAMSB to accommodate the Company at the Event.

“Temporary Structures Policy” means the Temporary Structures Policy for Trade, Displays, Activations and Caterers for the Event published by SAMSB from time to time (available at https://adelaide500.com.au/files/8527_ps002-22005-01_eng_reqs_for_2022_adl_500_temp_structures.pdf?v=543)

“Ticket” means any ticket, pass, credential, lanyard, wristband or other document or general or specific authorisation issued by SAMSB allowing entry to the Event and any relevant Site.

“Total Cost” is the total cost payable by the Company in return for the Trade, Display & Activation Services including GST.

“Trade and Activation Sites Manual” means the Trade and Activation Sites Manual for the Event published by SAMSB from time to time (available at https://adelaide500.com.au/hospitality/trade_display_and_activation_sites)

“Venue” means the Adelaide Street Circuit (also known as the Adelaide Parklands Circuit), a temporary street circuit in the East Parklands adjacent to the central business district of the city of Adelaide in South Australia.

- 2. Agreement:** This Agreement binds SAMSB and the Company from the Confirmation Date. The Agreement consists of: (i) these Conditions; (ii) the Event Conditions; (iii) the Temporary Structures Policy; (iv) Trade and Activation Sites Manual; and (v) any amendments or variations made in accordance with these Conditions. The terms of any other document (including any document of the Company) that purports to form part of the Agreement is hereby excluded unless expressly confirmed in writing by SAMSB as forming part of the Agreement. In case of any inconsistency between a provision of these Conditions and any a provision of any other document forming part of the Agreement, the provision of these Conditions will prevail.
- 3. Payment:** The Company must pay the Total Cost in accordance with this clause. The Company must pay the Total Cost up-front in full as set out in the Trade, Display & Activations Booking. SAMSB will provide an invoice to the Company for the Total Cost. The Company must make payment of the invoice by the due date for payment specified in the invoice. The Total Cost and any other payments to be made under these Conditions are inclusive of GST unless otherwise specified. In relation to the Event, SAMSB is not required to issue any Tickets or provide any Trade, Display & Activations Services to the Company unless and until the Total Cost has been paid in full in accordance with this clause.
- 4. Intellectual Property:** The parties acknowledge that the Intellectual Property of each party is that party's ("first party") sole and exclusive property and that by this Agreement the other party ("second party") acquires no right, title or interest in the Intellectual Property of the first party. The Company licences SAMSB to use Company's logo, trademarks, corporate name and other promotional material as may be required by SAMSB in fulfilment of its obligations under this Agreement. The Company acknowledges that any Intellectual Property developed in relation to the Event is the sole and exclusive property of SAMSB.
- 5. No advertising or promotion:** The Company must not without the prior written consent of SAMSB: (a) use any trade mark or other Intellectual Property owned by SAMSB; (b) offer Tickets to the Event for advertising or other promotional purposes (including prizes, contests or sweepstakes); or (c) use the name of SAMSB or of the Event in any way that connects it with the Company such that it implies or gives the impression that the Company or the Company's activities are endorsed by SAMSB, or that the Company is a sponsor or in some other way connected to SAMSB or the Event.

- 6. Licence:** SAMSB agrees to grant to the Company a non-exclusive licence to use the Site, to be determined by SAMSB in its absolute discretion. The Company may only use the Site during the times specified in clause 9, for the duration of the Term, on the terms and conditions set out in this Agreement. The rights granted by SAMSB in this Agreement are contractual only and shall not create or confer upon the Company any tenancy, estate or interest in the Site or Venue.
- 7. Permitted Use:** This licence is valid only for the purposes of trade, display or activation (“Permitted Use”). The Permitted Use does not include the display and/or sale of the following: (a) food and beverage products (including all beer, cider, spirits, wine and any other non- alcoholic beverages); (b) adult entertainment goods and/or services; or (c) any other goods and/or services which, in the opinion of SAMSB, may cause material harm or bring into disrepute or otherwise materially adversely affect the reputation or image of the Event or SAMSB, or the benefits that SAMSB suppliers can reasonably expect to receive from their association with the Event.
- 8. Term:** Unless terminated sooner, the Agreement described in clause 2 begins on the Confirmation Date and continues until 11:59 AM Tue 6/12/2022, and access to the Site is permitted only during the access times specified in clause 9 (“Term”). The Company is not permitted to access the Site during times other than those specified in clause 9.
- 9. Access Times:** The Company may enter the Site during the access times specified below, unless otherwise advised in writing by the SAMSB;

Open	Close
7:30 AM Sat 26/11/2022	5:00 PM Sat 26/11/2022
7:30 AM Sun 27/11/2022	5:00 PM Sun 27/11/2022*
7:30 AM Mon 28/11/2022	5:00 PM Mon 28/11/2022
7:30 AM Tue 29/11/2022	5:00 PM Tue 29/11/2022
7:30 AM Wed 30/11/2022	5:00 PM Wed 30/11/2022*
7:30 AM Thu 01/12/2022	5:00 PM Thu 01/12/2022
7:30 AM Fri 02/12/2022	11:59 PM Fri 02/12/2022
7:30 AM Sat 03/12/2022	11:59 PM Sat 03/12/2022
7:30 AM Sun 04/12/2022	11:59 PM Sun 04/12/2022
7:30 AM Mon 05/12/2022	5:00 PM Mon 05/12/2022
7:30 AM Tue 06/12/2022	11:59 AM Tue 06/12/2022

** Vehicle access may be restricted during these times due to other scheduled event activity. Please refer to the Trade, Display and Activations Site Manual for further information.*

- 10. Outgoings:** SAMSB will not require the Company to contribute to any of the outgoings for the property as a consequence of the licence. Outgoings in this context include any council rates, taxes, levies and water, and sewerage charges.
- 11. Clean:** The Company will keep the Site in a clean, safe and tidy condition during the Term, and at the conclusion of the Term, return the Site to its original condition, or as otherwise agreed between SAMSB and Company. The Site must be cleaned and free of rubbish and goods/equipment on conclusion of the Term. The Company is solely responsible for the goods/equipment within the Site. SAMSB does not accept responsibility for goods/ equipment left in the Site after the Event opening hours specified in clause 9. If the Company fails to comply with this clause, it shall be liable for any cost incurred by SAMSB in rectifying the Company’s non-compliance.
- 12. Alterations:** The Company must not alter partitioning or affix any equipment to the Site without SAMSB’s prior written consent. The Company must repair any damage that the Company causes to the Site. The cost of repairing any damage which, in SAMSB’s opinion, has been caused by or in connection with the Company’s use of the Site, will be borne by the Company and be payable immediately upon demand.

- 13. No Smoking:** The Company must not smoke on the Site and must use all reasonable endeavours to prevent the Company's employees, agents and clients from smoking in the Site.
- 14. Nuisance:** The Company will not do, or permit to be done, anything which in the opinion of SAMSB may be or become a nuisance or annoyance, or which may cause damage to SAMSB, or to other licensees.
- 15. Inspection:** The Company will allow any person authorised by SAMSB to inspect the Site at all reasonable times during the term of this Agreement.
- 16. Lawful Directions:** The Company must at all times obey the lawful directions of SAMSB, or SAMSB's employee's, agents and clients.
- 17. Compliance with Laws:** The Company must comply with, and give all notices required by any Act of Parliament, ordinance, regulation, by-law or code of practice relating to the Permitted Use. During the Term, the Company must comply with all laws and any applicable statutory and industry or health and safety standards. The Company must ensure that all relevant statutory approvals are obtained for the Permitted Use and that the Permitted Use is conducted in a safe and responsible manner.
- 18. Temporary Structures:** The Company shall ensure the design of any element of infrastructure to be supplied or installed by the Company is structurally sound in accordance with all relevant codes and standards. Detailed design verification, and construction installation certification in accordance with the verified detailed design plans, must be provided in accordance with the VALO Adelaide 500 Temporary Structures Policy.
- 19. Work, Health and Safety:** Copies of any relevant Work, Health and Safety documentation i.e. safe work method statements, Safework SA licenses, Dangerous Goods permits etc. deemed required, within reason, by the VALO Adelaide 500 WHS Manager.
- 20. Alternative Site:** If, in respect of the Event, the Site is not available for use by the Company for any reason, SAMSB will endeavour to offer the Company an Alternative Site for the Event. The exact particulars of the Alternative Site will be at the sole discretion of SAMSB.
- 21. Transfer of benefits:** The Company must not sell, on-sell, exchange for valuable consideration, assign, licence, sub-licence, transfer, bundle with other goods or services, or otherwise commercially deal with any of the rights, benefits and entitlements contained in the Agreement (including, without limitation, any Tickets) without prior written consent of SAMSB, which consent will be exercisable in its absolute discretion and may include such conditions as SAMSB sees fit.
- 22. Company responsible for Invitees:** The Company must ensure all Invitees comply with: (i) all reasonable directions given by officers, employees or agents of SAMSB, or any requirements of SAMSB including, without limitation, directions or requirements in connection with access to the Venue, the use of the Site or the conduct of the Company, Company Personnel and its Invitees in or around the Venue or the Site; and (ii) the Event Conditions as if each Invitee were a 'Patron' as defined in that document. The Company is responsible for all acts or omissions of Invitees at the Site, including, without limitation, any loss, damage or injury arising out of such acts or omissions. The Company must indemnify and keep indemnified SAMSB in respect of any such loss, damage or injury including in connection with any failure to comply with these Conditions. At all times SAMSB or its representatives may with reasonable cause refuse entry to any Invitees or direct any Invitees to leave the Event. In particular, any person who does not comply with the Event Conditions may be refused entry or directed to leave the Event.
- 23. Tickets:** The Company must ensure that all its Invitees display the correct Ticket in a clear and visible manner at all times within the Venue. SAMSB or its representatives may refuse entry to the Event or the Site to an Invitee who is not displaying a Ticket. SAMSB or its agents may refuse service to an Invitee who is not displaying a Ticket within the Site. Each Invitee must keep his or her Ticket safe and in good condition, as SAMSB is not obliged to replace any Ticket under any circumstances, including but not limited to loss or theft – however SAMSB may, in its sole and

absolute discretion, replace a Ticket which has been lost or stolen (and may charge a fee for that replacement).

- 24. Release and Indemnity:** To the extent permitted by law, the Company excludes, releases and forever discharges SAMSB, Motorsport Australia (MA) and the 'Entities', as defined in the Event Conditions, (collectively, "SAMSB Personnel") from all liability for claims, loss, damage, costs or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) arising from or in connection with the Event.

Neither SAMSB nor SAMSB Personnel will be responsible for acts, omissions or defaults of the Company, Invitees, directors, officers and sub-licensees (and anyone acting on behalf of or at any of the Company's direction) ("Company Personnel") nor, to the extent permitted by law, will any of SAMSB or SAMSB Personnel be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights or otherwise) arising from any act, matter or thing done, or permitted or omitted to be done, by the Company or Company Personnel pursuant to, in default of or in connection with this Agreement.

The Company indemnifies and must keep indemnified each of SAMSB and SAMSB Personnel against all such claims, loss, liability, damage, cost or expense which may be incurred or sustained by any of SAMSB and SAMSB Personnel arising from any act, matter or thing done, permitted or omitted to be done by the Company or Company Personnel pursuant to, in default of or in connection with this Agreement.

- 25. Insurance:** The Company must effect and maintain public liability insurance for an insured amount of \$10,000,000 per occurrence and not less than \$10,000,000 in aggregate. The policy of insurance referred to in this clause must be held until the expiry of this Agreement. The Company must, on request by SAMSB, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this clause.

- 26. Unforeseen events:** SAMSB is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of war, weather, riots and strikes outside its organisation.

- 27. Termination by SAMSB:** SAMSB may immediately terminate this Agreement by notice in writing if the Company: (a) fails to make any payment for the Merchandise Services in accordance with these Conditions; (b) is in breach of any other term of this Agreement; and (i) the breach cannot be remedied; or (ii) the Company fails to remedy such breach within 7 days of receipt of a written notice from SAMSB requiring it to do so; (c) assigns or purports to assign any of its rights or obligations under these Conditions in breach of this Agreement; or (d) enters into or is placed under any form of insolvency administration, is insolvent, or is otherwise unable pay its debts as and when they fall due.

Unless otherwise agreed in writing by SAMSB, the Company agrees that immediately upon termination by SAMSB under these Conditions: (a) the Company will forfeit all monies paid to SAMSB prior to termination; (b) SAMSB will be free to enter into an agreement with any third party covering any or all of the rights, benefits and entitlements under the Agreement; and (c) the forfeit of any monies pursuant these Conditions and the termination of the Agreement will not preclude any other rights which SAMSB may have against the Company as a result of the Company's default including, in particular, the right to claim damages for breach of the Agreement or otherwise at law.

- 28. Refund of monies to Company:** SAMSB may cancel the Trade, Display and Activations Services and refund amounts paid to SAMSB by the Company on receipt of written notice from the Company. If SAMSB receives notice of termination: (a) more than 75 days prior to the Event, SAMSB will refund 100% of the Total Cost; or (b) more than 60 but less than 75 days prior to the Event, SAMSB will refund 50% of the Total Cost; paid to SAMSB by the Company pursuant to this Agreement. SAMSB will not refund any portion of the Total Cost if a notice of termination is received less than 60 days prior to the Event.

29. Conditions of refund: Upon receipt of any refund paid to the Company under these Conditions, SAMSB will thereby be released and discharged by the Company from all claims and damages of any kind in relation to this Agreement.

30. Miscellaneous

- a) Agreement disclosure: SAMSB may disclose this Agreement and/or information in relation to this Agreement in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from: (a) the Company's obligations under any provisions of this Agreement; or (b) the provisions of the Freedom of Information Act 1991 (SA).
- b) Privacy: The Company acknowledges that SAMSB may use any personal information received by SAMSB in accordance with SAMSB Privacy Policy (available at https://adelaide500.com.au/event_info/logistical/privacy_policy) which details how SAMSB uses and discloses personal information, how a Company can access and/or correct their personal information, and how a Company can make a complaint about SAMSB's use or disclosure of personal information.
- c) Continuing Conditions: Conditions: Clauses 5 (No advertising or promotion), 21 (Company responsible for Invitees), 23 (Release and Indemnity), 28 (Conditions of refund), and 29 (Miscellaneous) continue to apply after termination or expiration of this Agreement.
- d) Severability of provisions: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective only to the extent of the prohibition or unenforceability.
- e) No waiver: No failure to exercise nor any delay in exercising any right, power or remedy by SAMSB operates as a waiver.
- f) Amendment: SAMSB reserves the right to modify or amend the Agreement, in whole or in part, at any time without notice.
- g) Governing law and jurisdiction: This Agreement will be governed by and construed in accordance with the laws of South Australia, and the parties submit to the exclusive jurisdiction of the courts of that State.
- h) Auditor-General: Nothing in this Agreement derogates from the powers of the Auditor-General under the Public Finance and Audit Act, 1987 (SA).