

General Terms and Conditions for Media with Yaffa Media

The Event Sponsorship attached to these terms and conditions ("General Terms") constitutes an agreement ("Agreement") between Yaffa and the Sponsor. The Event Sponsorship attached to these General Terms is subject to these General Terms.

1. Cancelling and Modifying Orders. If the Sponsor wholly or partly cancels the Event Sponsorship, the Sponsor must still pay Yaffa all amounts due, as defined below. The Sponsor may not modify the Event Sponsorship without Yaffa's prior written approval.

- **Sponsor Cancellation prior to 24 weeks from the Event Date:** 20% of Sponsorship Fee due
- **Sponsor Cancellation within 24 weeks - 12 weeks from the Event Date:** 70% of Sponsorship Fee due
- **Sponsor Cancellation within 12 weeks of the Event Date:** 100% of Sponsorship Fee due

2. Event Cancellation. By purchasing an Event Sponsorship, the Sponsor agrees that the Sponsorship Fee is non-refundable unless Yaffa cancels the Event for reasons which are directly within its control. If a Yaffa Event is cancelled due to reasons beyond Yaffa's control (including acts of God, war, rain, hail, fire, explosion, government order, civil disobedience or pandemic) a percentage of the Sponsorship Fee will still be due, as defined below.

- **Event cancelled within 12 weeks of Event Date:** 30% of Sponsorship Fee due
- **Event cancelled 12 weeks or more from Event Date:** Sponsorship will roll over to the following year.

3. Rates. Yaffa's Media rates are subject to change at Yaffa's sole discretion and such change shall be notified to the Sponsor in writing in advance

4. Terms of Payment. The Sponsor must pay all amounts payable to Yaffa in respect of the Event Sponsorship ("Charges") in full and in the manner set out in these General Terms and the Event Sponsorship. This is an essential term of this Agreement and the time for payment of Charges and the amount of Charges payable pursuant to this Clause is of the essence. The Sponsor will pay Yaffa Media the Sponsorship Fee as per the below schedule:

- 20% of Sponsorship Fee is due upon sign-on. This deposit is non-refundable.
- 70% of Sponsorship Fee is due 12 weeks out from the Event Date.
- 100% of Sponsorship Fee is due upon delivery of the Event and all Sponsorship Benefits.

5. Sponsor Obligations. The Sponsor must not assign or transfer any advertising space or any of its rights in this Agreement without the prior express written consent of Yaffa.

6. Submission of Sponsor Material. The Sponsor must submit to Yaffa all Sponsor Material for each Advertisement/Campaign/Sponsorship by deadline. All Sponsor Material must be in the manner and format required by Yaffa. Yaffa will make TWO attempts to follow up with the Sponsor. If the material is not supplied by the deadline the Sponsor voids that entitlement.

7. Links to Websites. The Sponsor warrants that any website link included in any Advertisement will at all times comply with applicable Laws, Industry Codes and the requirements of relevant Regulators and is suitable in all respects to be linked to and from the Yaffa Property.

Yaffa may remove any link which fails to comply with the any requirement above at any time.

8. Right to Reject Event Sponsorship. Yaffa may wholly or partly reject/cancel the Event Sponsorship at any time in its sole discretion.

9. Compliance with Notifications. If Yaffa receives a Notification in respect of an Advertisement/Campaign/Sponsorship which requires Yaffa to respond or take action, Yaffa may, without any notice or any liability to the Sponsor, take any steps necessary to do so.

10. Positioning and Style. Unless otherwise stated in the Event Sponsorship, Yaffa will position Sponsor Material on Yaffa Property as it sees fit and Yaffa makes no warranty or representation that any Advertisement/Campaign/Sponsorship will be placed in any specific part of the Yaffa Property.

11. Operation of Yaffa Property. Yaffa makes no representations or warranties about the functionality or performance of the Yaffa Property, that Yaffa Property will be fault or error free or that any errors or interruptions will be rectified within any particular time period.

12. Advertisements for Competitions and Promotions. If an Advertisement is for a competition/promotion being run by the Sponsor, the Sponsor must ensure that the identity of the promoter is set out in the Advertisement, that all required permits have been obtained and all applicable regulations/advertising requirements have been complied with.

13. Event Village Exhibitors. Event sponsors receive 100% guarantee of coverage for the event itself, and prime position in the Event Village. Event Village Exhibitors only receive space for the event day and will not be adjacent to a direct competitor. Event Village Exhibitors are not entitled to place signage around the Event Village or Start/Finish Lines. Event Village Conditions as outlined in Section 14 must be met.

14. Event Village Conditions. The Sponsor must be fully self-sufficient in their set-up at the Event Village. This includes, but is not limited to, supplying and setting up their own marquee, furniture, styling, signage, and supplying their own generator for power if required. Additional fees will occur for activations not outlined in the Sponsorship Entitlements, such as sponsorship of sections on-course.

15. Signage Conditions. Supporting and Associate sponsors are entitled to signage at the Start and Finish Lines as per below tier. Sponsor Signage must be scrim or mesh banners and 1.1m high. Additional signage either on course or around the Event Village must have prior approval by Yaffa. The set-up and dismantle of this additional signage is at the responsibility of the Sponsor. Signage Limits on Start/Finish Line (Yaffa has the right to reduce the amount of signage on the Start/Finish Line.):

- Supporting Sponsors: Up to 10m
- Associate Sponsors: Up to 5m
- Local Sponsors: Up to 5m

16. Jersey Conditions. Sponsor jersey orders must be supplied by deadline. Yaffa will make TWO attempts to follow up with the Sponsor for jersey sizes. If the sizes are not supplied by the deadline the voids that entitlement. Sponsor logos may be added to the jerseys at an additional cost of \$20 per jersey. This must be requested when supplying jersey sizes. If the sizes are not supplied by the deadline, the entitlement is void.

17. Sponsorship Obligations. The Sponsor must keep confidential and not use for any other purpose other than the performance of this agreement and must not disclose any information provided by Yaffa to the Sponsor which is identified as, by its nature is or would be reasonably considered as confidential.

18. Termination. Either party may wholly or partly terminate the Event Sponsorship and this Agreement immediately upon written notice to the other party if the other party breaches any of its warranties or indemnities or, in case of the Sponsor, if it fails to pay any Charges as required. The Sponsor must pay all amounts outstanding at the date of any termination or expiration of the Event Sponsorship and this Agreement. The Sponsor's warranties and indemnities survive the termination/ expiration of the Event Sponsorship and this Agreement.

19. Sponsor Warranties. The Sponsor warrants and represents that: it has full power and authority to enter into and fulfill the terms of this Agreement; it has duly executed the Event Sponsorship and the Event Sponsorship constitutes a legal and binding agreement between the Sponsor and Yaffa; Yaffa's use of any Sponsor Material in accordance with this Agreement will not infringe any third party rights (including Intellectual Property Rights); and the Sponsor Material will not contain:

- any subject matter that is: contrary to any Laws, AANA Codes of Practice, Industry Codes, codes administered by the Advertising Standards Bureau or the requirements of relevant Regulators; or indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous, offensive or objectionable;
- any viruses, trojans, or other malicious code;
- any suggestion that any entity has the approval or sponsorship of any other entity which it does not have; or
- any content that relates to financial matters or would require Yaffa to hold any financial services licence.

20. Sponsor Indemnities. The Sponsor indemnifies, and must defend and hold harmless, Yaffa and its personnel, from and against all Losses arising from: any breaches of this Agreement or its warranties; any third party claim arising directly or indirectly from a breach by the Sponsor of any of its obligations under the Event Sponsorship and this Agreement; negligent, wilful or otherwise wrongful act or omission of the Sponsor or any of the Sponsor's personnel; fraudulent or dishonest acts or omissions of any Sponsor personnel; any breach by the Sponsor of any applicable Laws, AANA Codes of Practice or Industry Codes or the requirements or directions of relevant Regulators; any claim by any third party arising directly or indirectly as a result of Yaffa fulfilling its obligations in accordance with the Event Sponsorship and this Agreement; the death of, or personal injury to, any person, to the extent caused by any act or omission of the Sponsor or any of its personnel; any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Sponsor or any of its personnel; or any breach by the Sponsor of its confidentiality obligations; or any claim or allegation that the Sponsor Material infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another parties trade secret or confidential information.

21. Yaffa Material. All right, title and interest in all Intellectual Property Rights in Yaffa Material remains with Yaffa. Nothing in these General Terms constitutes a transfer, assignment or grant of any ownership rights in the Yaffa Material.

22. GST. Unless GST is expressly included, the consideration expressed to be payable under this Event Sponsorship for any supply made under or in connection with this Event Sponsorship does not include GST.

23. Disclaimer. Subject to the paragraph below regarding Australian consumer warranties, Yaffa disclaims any express or implied warranties in respect of the services it provides under this Agreement. In no event will Yaffa, its affiliates and related entities, servants, employees and agents, be liable to the Sponsor for any form of loss, damage, liability or expense whatsoever including but not limited to consequential, indirect, incidental, or special damages, damages for loss of profits, business interruption, loss of or unauthorised access to information, even if Yaffa has been advised of the possibility of such damages. Yaffa, its affiliates and related entities, servants, employees and agents, will not be liable to the Sponsor for any form of loss or damage arising from any act or omission of the Sponsor, a third party service provider or contractor to Yaffa or any discrepancy, fault or malfunction of any Yaffa or third party telecommunications system, software, system or computer server or any other technology based platform.

In no event will Yaffa, its affiliates and related entities, its servants, employees and agents, be liable to the Sponsor for an amount in excess of the total dollar amount actually received by Yaffa from the Sponsor in accordance with the Event Sponsorship and this Agreement. The Sponsor acknowledges that Yaffa has not made any warranties in respect of the success or otherwise of advertising upon the Yaffa Property or any other media, marketing communications channel, marketing or advertising campaign, promotion or advertisement. Yaffa will use reasonable commercial endeavours to achieve the service and deliverables as set out in the Event Sponsorship.

If this Event Sponsorship constitutes a supply of goods or services to a consumer as defined in the Australian Trade Practices Act 1974 or relevant State/Territory legislation nothing contained in this Event Sponsorship or General Terms excludes, restricts or modifies any condition, warranty, right or remedy where to do so is unlawful, in which event Yaffa's and its affiliates' and related entities', its servants', employees' and agents' liability for any breach of this Agreement including any liability for consequential loss will be limited as Yaffa may elect in its sole discretion, in the case of services supplied or offered by Yaffa, to either (a) the supplying of the services again; or (b) the payment of the cost of having the services supplied again or, in the case of goods supplied or offered by Yaffa, (c) the replacement of the goods or the supply of equivalent goods, (d) the repair of such goods, (e) the payment of the cost of replacing the goods or acquiring equivalent goods, or (f) the payment of the cost of having the goods repaired.

24. General. If any provision of this Agreement is found invalid or unenforceable, such provisions will be taken to be modified to the extent required to make them enforceable. This Agreement is governed by the laws of New South Wales. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court sitting in New South Wales.

25. Conflict of Interest. Without the advance written approval of Sponsor's senior management, Yaffa, its employees, subcontractors or agents shall not (a) give Sponsor's employees or agents any gifts or entertainment of significant value or any commission, fee or rebate in connection with this Agreement and the Event Sponsorship, or (b) enter into any business arrangement with any of Sponsor's employees or agents.

Yaffa shall disclose to Sponsor any pre-existing relationships (e.g., family, personal) between the Sponsor's and Yaffa's employees who are directly or indirectly associated with the subject matter of this Agreement and the Event Sponsorship.

26. Definitions. In this Agreement:

Sponsor means the party placing the Event Sponsorship, as set out in the Event Sponsorship.

AANA Codes of Practice means the advertising codes of practice prescribed and promoted by the AANA and any codes of practice amending or superseding these codes.

Sponsor Material means any material provided to Yaffa for the purposes of advertising on the Yaffa Property, including but not limited to: advertising material, any logo, trade mark or indicia of the Sponsor, literary works; dramatic works; musical works; artistic works; sound recordings; cinematograph films (including video games); or any other material or content of a nature or type that can be uploaded via the Internet or any other technology to the Yaffa Property.

Campaign means any campaign set out in the Event Sponsorship.

Industry Codes means any industry code of conduct or practice that may be applicable to the Sponsor or the Sponsor's business activities.

Intellectual Property Rights means all present or future intellectual property rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise.

Know How means the collective industry & campaign experience, information or know how gained and owned by Yaffa through the conduct of its business by its owners, employees and contractors (whether written or unwritten).

Laws means all laws including but not limited to rules of common law, principles of equity, statutes, regulations, statutory mandatory codes of conduct and judgments.

Losses means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind.

Notification means any notice or instruction sent by a Regulator to Yaffa about an Advertisement/Campaign/Sponsorship.

Party means Yaffa and the Sponsor.

Regulator means any regulatory government agency or any private entity that functions in a quasi-regulatory manner, having any applicable jurisdiction.

Yaffa means Yaffa Media Pty Limited (ACN 002 699 354).

Yaffa Material means any material, documents, media and property (including Know How) prepared, created, developed or acquired by Yaffa prior to the Event Sponsorship or independent of this Agreement.

Yaffa Property means any Yaffa publication, website, mobile site, WAP portals, email marketing, event, person to person messaging service (eg IM, SMS, MMS and email) and any other electronic, emerging, digital or conventional communications channel owned by Yaffa that is specifically referred to in the Event Sponsorship.