EXHIBITION CONTRACT

A. **Bralson Pty Ltd**, trading as MotorActive a company organised under the laws of Australia, with Australian Business Number 15 050 094 650 (the "**Organiser**") is conducting MotorEx 2017 at Sydney Showgrounds, Showground Road, Sydney Olympic Park, from Friday 21st July to Sunday 23rd July 2017 (the "**Exhibition**").

B. The person or company identified as the entrant (the "**Entrant**") wishes to participate in the Exhibition and has applied to the Organiser for the right to occupy space.

C. Upon acceptance of the Entrant's application by the Organiser, a binding contract is made between the Organiser and the Entrant on the date of acceptance of the application on the terms and conditions set out below.

TERMS AND CONDITIONS

1. The Entrant requests that the Organiser licence the space specified in the official entry form to the Entrant for the period of the Exhibition and the Organiser has agreed to grant such licence on the terms and conditions of this Exhibition Contract.
2. If the Entrant wishes to cancel its participation in the Exhibition or reduce the size of its allocated space, notice must be given in writing to the Organiser. In the event of such a cancellation, or reduction in allocated space after the 1st of June 2017, an administration fee will be deducted from the total entry fee: 25% for requests received between the 1st and the 16th of June 2017. 50% for requests received between the 16th and 30th of June 2017. No refund for requests received after the 30th June 2017. This administration fee is a genuine pre-estimate of costs, loss and damage incurred by the Organiser as a result of the Entrant's withdrawal. Payments received by the Organiser from the Entrant for any allocated space that has been cancelled or reduced in size cannot be offset against future payments that are required to be made by the Entrant.
3. The Entrant must pay to the Organiser the total amount set out on the Entrant Application form. If any payment is not made by the Entrant in accordance to the Entrant Application form, or the Entrant has not satisfied the circumstances as laid out in Point 2, the Organiser may, in its absolute discretion, terminate this Exhibition Contract and resell or otherwise use the space allocated to the Entrant. In such circumstances:
   a. Entrant shall be liable to reimburse the Organiser's costs and expenses arising directly or indirectly as a result of such failure to pay; and
   b. Entrant shall not be entitled to a refund of any moneys paid in respect of this Exhibition Contract, and shall remain liable to pay to the Organiser all moneys owing as at the date of termination.
4. The Entrant must use the Entrant's space only for the display of vehicles. The vehicle and display material must be contained within the Entrant's space. No Company, products, goods or services will be advertised, promoted or sold from the entrant's allocated space without the prior consent of the Organiser.
5. The Entrant must comply with all requirements and procedures described or referred to in the Acceptance Notification issued by the Organiser prior to the holding of the Exhibition, and all directions or instructions issued by the Organiser in relation to the Exhibition or the performance of this Exhibition Contract.
6. If the Entrant proposes to use Promotional Models during the Exhibition prior consent of the Organiser is required. A Model release Form must be completed by each model.
7. The Entrant must not damage the floor of the Exhibition venue that is occupied by the Entrant, or any walls of the Exhibition venue that adjoin the Entrant's space.
8. The Entrant must comply with all laws applicable to the holding of the Exhibition, including all rules and regulations stipulated by the Exhibition venue and any other regulatory body that exercises control over the Exhibition.
9. The Entrant must keep clean and tidy the space allocated to the Entrant to the satisfaction of the Organiser.
10. No lottery, raffle, guessing game, game of chance or side-show shall be conducted by the Entrant in its allocated space without the prior consent of the Organiser.
11. The Entrant must not make use of any microphone, sound amplification or musical instrument without the prior consent of the Organiser.
12. No electrical work may be undertaken by or on behalf of an Entrant without the prior consent of the Organiser, which consent will only be granted on the basis that the work is performed by a qualified electrical contractor approved by the Organiser.
13. The Organiser may, in its absolute discretion, refuse an Entrant application, cancel an Exhibition Contract, relocate an Entrant's stand or amend the Exhibition floor plan at any time, in the interests of maximising the success of the Exhibition.
14. The Organiser may, in its absolute discretion, postpone or change the dates for the holding of the Exhibition, shorten or lengthen the duration of the Exhibition, change the hours during which the Exhibition is open to visitors or change the venue of the Exhibition.
15. The Organiser may require the Entrant to remove or stop any display or demonstration which, in the opinion of the Organiser, is creating a disturbance to the Exhibition or is unlawful.
16. The Organiser does not warrant or guarantee and specifically excludes any liability to the Entrant in relation to:
   a. any difference between the estimated and actual number of visitors to the Exhibition;
   b. any difference between the estimated and actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors at the Exhibition;
   c. timeliness or quality of services, or failure or deficiency in the provision of services, that are the responsibility of the Exhibition venue and its appointed contractors;
   d. cancellation, postponement, part time opening or relocation of the Exhibition;
   e. cancellation, postponement, part time opening or relocation of any conference, seminar or speaker program that is scheduled to run in conjunction with the Exhibition, or the failure of any particular speaker to appear at the Exhibition or related conference, seminar or speaker program;
   f. any event or circumstances outside the Organiser's control which impacts upon, prevents or limits the operation of the Exhibition or the performance of the Organiser's obligations under this Exhibition Contract
17. The Organiser:
   a. excludes all terms implied by law to the extent permitted by law;
   b. excludes liability for injury to or death of any person, damage to any Entrant property, and any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings incurred or suffered by the Entrant; and
   c. limits its aggregate liability to an amount that does not exceed the total amount payable by the Entrant under this Exhibition Contract, in respect of the Organiser's liability under or in relation to this Exhibition Contract, the Entrant's participation in the Exhibition, the performance of this Exhibition Contract or any activity contemplated by this Exhibition Contract, whether for breach of contract, tort (including without limitation negligence) or under any statute or otherwise.
18. The Entrant indemnifies the Organiser against all claims, damages, losses and costs that the Organiser may in any way be subject to as a result of any loss or injury arising to any person, including other Entrants, members of the public, Exhibition staff, agents and contractors howsoever caused arising out of any act or default of the Entrant (including its officers, employees and agents) in connection with its participation in the Exhibition.
19. The Organiser will not be liable to the Entrant for any loss suffered, nor be in default under this Exhibition Contract for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, SARS, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Organiser, or if the attendance at the Exhibition is adversely impacted by any of the events or causes nominated by this clause. In all such circumstances the Organiser shall be entitled to retain all moneys paid by the Entrant.
20. The Entrant must complete all exhibits by 8.00pm, 21st July, 2017 and must remove all exhibits and other materials from the Exhibition venue by 10pm 23rd July, 2017.
21. If the Entrant has been allocated a space only stand, or if the Entrant wishes to display any material above 2.4 metres, the Entrant must submit design plans to the Organiser for approval at least 30 days prior to the commencement of the Exhibition.
22. All products and equipment to be exhibited must be insured by the Entrant and the Organiser will not be responsible for, and expressly excludes liability for, any loss or damage to such products and equipment.
23. The Entrant agrees that none of the rights and benefits granted to it by the Organiser shall be capable of assignment and that it will not without the written consent of the Organiser allow any other person or company to occupy any part of the space taken by the Entrant pursuant to this Exhibition Contract.
24. The Organiser may, at any time, assign or otherwise deal with any of its rights under this Exhibition Contract by giving written notice to the Entrant.
25. The Entrant is advised to effect and maintain for the duration of the Exhibition (including move-in and move-out) public liability insurance with a reputable company as per the information sheet provided. Should the entrant elect to take public liability insurance from the Organiser's insurance brokers as outlined in the insurance information, this must be requested and paid prior to 1st July 2017.
26. The Public Liability Insurance offered for this event is underwritten by QBE Insurance (Australia) Limited through Business Insurance Australia P/L (BIA) as an authorised representative of AFM Insurance Brokers P/L Australian Financial Services Licence number 239010. In arranging this insurance BIA will receive a fee. BIA is also required to provide you with a Financial Services Guide which may be accessed via their website www.businsaust.com.au. The level of cover is $10,000,000 for any one occurrence and excludes product liability. Cover commences from first day of build-up 21st July 2017 and ceases at the conclusion of the final day of dismantling 23rd July 2017.
27. The Entrant consents, under all relevant privacy legislation, to the disclosure of all Entrant contact information (such as your name, and email address) to sponsors of the event, for the purpose of informing you of relevant products, services and events that are associated with the Sponsor and its related bodies corporate.
28. The Entrant consents, under all relevant privacy legislation, to the disclosure of all Entrant contact information to contractors that are appointed by the Organiser to assist with the organisation of the Exhibition, and the use of the Entrant contact information by the Organiser for the purpose of informing you of other products, services and events that are promoted by the Organiser and its related bodies corporate. If you would like to gain access to the information the Organiser holds about you, or if you do not wish the information to be used in this way, please contact the Organiser's privacy officer at the Organiser address nominated overleaf.
29. This Exhibition Contract is governed by the laws applicable in New South Wales, Australia and both the Entrant and the Organiser submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
30. Waiver of a breach of this Exhibition Contract or of any rights created by or arising by virtue of a default under this Exhibition Contract must be in writing and signed by the party granting the waiver.
31. Variation of any term of the Exhibition Contract must be in writing and signed by the parties.
32. All warranties and indemnities survive termination of this Exhibition Contract.
33. No statement or representation about the Exhibition or otherwise concerning the subject matter of this Exhibition Contract may be relied upon by the Entrant unless expressly set out in these terms and conditions.