

# URBAN QUEST TERMS & CONDITIONS

## Definitions

The Agreement, as varied from time to time in writing, applies to all sales of goods and the provision of all services by the Supplier to the Client pursuant to the Agreement.

- “Agreement” means the terms and conditions herein and the order.
- “Supplier” means Urban Quest Pty Ltd ACN 604 274 099 as trustee for the Urban Quest Trust, its subsidiaries and authorised representatives.
- “Client” means a person participating in the Event and/or legal entity sponsoring the Event or purchasing the Services.
- “Associates” means the Supplier and its respective directors, employees, agents, contractors, and volunteers, including any medical personnel appointed for the Event, the owners, licensees and occupiers of land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, or any other person or organisation, which is directly or indirectly involved with the promoting, staging, administering, running or controlling of Event.
- “Authorisation” means the acceptance of the Proposal, making a payment, providing Consent or signing this Agreement.
- “Claims” means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence.
- “Confidential Information” means all the information provided by one party to the other in connection with this Agreement where such information is identified as confidential or ought reasonably be considered to be confidential based on its context, nature or the manner of its disclosure, but excluding:

information that is in the public domain other than by a breach of this Agreement;

information developed independently by a third party.

- “Consent” means the Limited Liability Waiver or Parent Consent form provided in paper or in the online entry system for Participants, parent or guardian acceptance and acknowledgement of terms of this Agreement, any policies, rules and Waivers applicable to the Event including those stipulated in the Event Details on Supplier’s website (<https://urbanquest.com.au>) or Proposal.

- “Eligibility Requirements” means the requirements that must be satisfied by the Participant in order to enter and participate in the Event, details of which are provided below in this Agreement.

- “Event” means any event organized by the Supplier according to this Agreement.
- “Fees” means the amount contained in the Proposal and invoices.
- “Intellectual Property” means the intellectual property attaching to the Services including copyright (including, but not limited to, copyright on participants’ photos and Event location photos, made by the Supplier), patents, trademarks, design rights, domain names whether registrable or not and whether registered or not.

- “Participant” means the person named on the Event registration form being the applicant or in the Parent Consent Form being the minor given permission to participate, and where accepted by Supplier, becoming a competitor in the Event.

## 1. Offers

The Client engages the Supplier to provide the Services as defined below. To accept the Supplier’s offer to provide the Services, the Client must execute this agreement or pay either the agreed deposit or agree to a payment schedule (any of these acts, individually or combined are considered “Acceptance”). If Acceptance does not take place within 7 days from the date the Agreement is provided to the Client, then the Supplier’s offer to provide the Services will expire without further notice to the Client.

## 2. Services

The Supplier will provide the chosen services to the specifications contained in the order (herein referred to as “the Services”). The Supplier organizes private, corporate and public activities in the form of games, quests and races.

A scenario of any Event is individually tailored by the Supplier depending on the number and age of Participants and can be presented in either of the following:

- city-based events for corporate companies and different organisations including schools, universities and other educational institutions; private groups of adults, kids or mixed; or public events;
- campus- or park-based (or any other outdoor or indoor areas) events for corporate companies and different organisations including schools, universities and other educational institutions; private groups of adults, kids or mixed; or public events.

Upon request by the Client, the Supplier agrees to provide the Client an event/service in accordance with the Proposal. Supplier agrees to design, set up and run an event based on the objectives and/or requirements of the Client to the extent where it is deemed suitable and/or acceptable by the Supplier.

Events are designed, set up and run solely at the discretion of the Supplier, and can be based on technology usage, involving video, audio, Internet and other types of puzzles. It is at the Supplier’s total discretion to decide whether event will be software-based (access to the electronic devices with mobile data will be required, such as mobile phones, tablets etc.) or paper-based; it will depend on the area, number of participants, their age and other factors involved.

Events set up typically involves using available infrastructure or nature objects. In preparation to the Event Supplier may need to inspect the proposed or offered area first in order to confirm the suitability. The Client understands and agrees that not every area is suitable for the Event set up. Events are mainly set up outdoors however some indoors areas may be used/included if deemed suitable or required by the Supplier.

The Supplier offers fun and creative team building events to businesses, government bureaus, charities, educational and any other types of organisations as well as private events. All events are in the form of team competitions, where there is at least one team or two or more teams of players competing against time and each other. Events are based on challenging teams to solve logical tasks or overcome physical challenges under the time pressure, to encourage them to act as a collective who make decisions and complete tasks together. Game activities designed to help Participants to show themselves as leaders, strategists, reveal social skills and form new relationships in a fun and entertaining way.

## City-based Events

The duration of the city-based Events can vary and depend on the chosen location, numbers of participants and any other factors involved. The route for city-based Events is set up out on the city streets using available and suitable infrastructure objects including, but not limited, to public places, communal and private grounds, venues and establishments, parks, any means of public or other kinds of transport. Where an access permit is required for an area that the Client wishes to be included in the Event, the Client is responsible for obtaining such a permit before engaging with the Supplier. The Supplier shall not start working on the Event until the Client provides a written permission from owner of the grounds.

This type of Event is only available as a technology-based, where participants are guided with the help of the Suppliers web-based gaming platform on their smartphones. Participants shall use mobile devices for the completion of tasks, navigating the game on the city streets or other agreed location, tracking the games’ progress, providing detailed statistics of performance. A charged smartphone with Internet access is a must as a prerequisite for participation in such an event.

As part of meeting Eligibility Requirements for the Event, Participants may be required provide a specific requisite before the Event in order to be able participating or completing tasks of the Event. In the case, the Participant is not following pre-start instructions of Associates or not meeting all Eligibility Requirements, the Supplier shall have the right to refuse Participant’s entry into the Event or cancel the Event.

## Campus- or park-based Events

The duration of the city-based-Event can vary and depend on the chosen location, numbers of participants and any other factors involved. The game’s route for campus- or park-based Events is set up on School, University, Club, any other establishment grounds or public Park, Reserve or other suitable and agreed upon area. A verbal agreement with the Client giving the Supplier access to their grounds or a written permission from the authorities or owners of the grounds is required in order for the Supplier to start working on the Event on behalf of the Client. The Supplier before the Event may require a grounds inspection. By booking the Event, the Client acknowledges that access to the grounds is granted to and the Client obtains the written permission. The Supplier shall be not responsible for any incorrect, misleading or untrue information and statements made by the Client regarding the permits of access provided to the Client.

This type of event is available both as a technology-based, where participants are guided with the help of the Suppliers web-based gaming platform on their smartphones, or as a paper-based event, where participants are guided by the lists of tasks or any other instructions in printed form provided by the Supplier. In case of technology-based Event, Participants shall use the smartphones for the completion of tasks, navigating the game, tracking the games’ progress and providing detailed statistics of performance. A charged smartphone with Internet access is a must as a prerequisite for participation in any a technology-based Event.

As part of meeting Eligibility Requirements for the Event, Participants may be required provide a specific requisite before the Event in order to be able participating or completing tasks of the Event. In the case, the Participant is not following pre-start instructions of Associates or not meeting all Eligibility Requirements, the Supplier shall have the right to refuse Participant’s entry into the Event or cancel the Event.

### 3. Booking and Cancellation

- **The Supplier accepts bank transfer, credit card and direct debit payments or as per the invoice issued. A booking is only confirmed when the initial payment (deposit or balance) is cleared in the Supplier's bank account.**
- **The Supplier agrees to hold the event's date and time only on a condition that all payments for the booking are processed by due dates, specified in the invoices. If any amounts owed are overdue, the event's date and time are considered to be lost and the event will require to be rescheduled.**
- **The latest when amounts owed, including any surcharges and fees, can be processed is on the day of the event. When applicable and agreed upon prior, the balance payment or its part, accounting for the actual number of the Participants present at the Event is required to be processed by the Client on the day of the event, as per the invoice issued.**
- **If the number of the Participants on the event's day is less than has been initially paid for, the difference is non-refundable, and is applied to all payments, unless there is a prior agreement.**

- **The Event can only be commenced when all expected Participants are present for the pre-start brief. The Event is considered delayed by Client's fault if 1 or more Participants are running late. If the Event's start time is delayed by Client's fault for more than 30 minutes a fee of \$110 (incl. GST) will be applied for every 30 minutes.**

- **Bookings can be made with a deposit payment of 10% from the total amount or \$330 (incl. GST) when applicable. Bookings made in less than 10 business days before the Event's date require total payment upfront.**

- **Bookings made in less than 5 business days in advance of the event's date considered short notice bookings and a surcharge of \$110 (incl. GST) may be applied.**

- **The Client's request to change their booking's date earlier than 24 hours before the Event's start time attracts a fee of \$110 (incl. GST) for every date change requested. If the date change is requested later than 24 hours before the event's start time it is considered a cancellation initiated by the Client and \$330 (incl. GST) cancellation fees are applied. Date change date is subject to the Supplier's availability.**

- **The Client request to change their booking's start time earlier than 24 hours before the Event's start time attracts a fee of \$110 (incl. GST) for every time change requested. If the time change is requested later than 24 hours before the event's start time it is considered a cancellation initiated by the Client and \$330 (incl. GST) cancellation fees are applied. Time change is subject to the Supplier's availability.**

- **If the Client requests to cancel the event earlier than 10 business days before the Event's date the deposit amount paid is non-refundable and \$110 (incl. GST) surcharge is applied. If the Client requests to cancel the event later than 10 business days before the Event's date surcharge of \$330 (incl. GST) is applied, any amounts paid are non-refundable and will be credited towards the future Event's date. Such credits are valid for 12 months from the original Event's date.**

### 4. Fees

The Client agrees to pay the Supplier fees for the Services as contained in the order, Quote or Proposal including any amounts payable for additional optional services such as additional merchandise, charitable donations and other options the Client nominated at the time of entry into the Event.

The entries that have been paid for but not used for any reason except specified in section «Refunds» of this Agreement are valid for 12 months since the date of purchase, unless the entry fee hasn't been changed or there are any other changes to the event rules or concept, which make the paid fees not valid or not suitable to be accepted, or unless agreed prior with the Supplier.

The Supplier uses third party payment facilitators:

'Paypal' - PayPal Australia Pty Limited (ABN 93 111 195 389);

'eWay' - Web Active Corporation Pty Ltd (ABN 32 086 209 403);

'Gocardless' – GoCardless Ltd (ABN 17 606 261 741);

'Braintree' – Braintree Pty Limited (ABN 75 082 966 863).

The list of payment facilitators is not exhaustive and may include any other services currently used by the Supplier.

Every third-party service has its own processing fees which may be included in the total amount payable by the Client, which the Client will be notified of in the Proposal or invoice.

The Supplier may, at the cost of the Client, engage the services of a debt recovery agency or law firm to assist it with recovery of the Fees, if payment is more than 7 days late.

### 5. Refunds

The Client accepts that Fees are non-refundable unless:

- the Supplier cancels the Event for reasons outside its control (including but not limited to extreme weather or other dangerous conditions); or
- a valid medical certificate from a certified medical practitioner with a Medicare provider number and the medical certificate is provided to and received by the Supplier by 12pm no less than 10 business days prior to the Event in which case the Supplier may grant a refund (minus the cancellation fees); or
- the Supplier cancels the Event for reasons, which are directly within its control.

Participants unable to compete in the Event for any reason (including disqualification) are entitled to keep any event garment, show bag or gift bag as relevant if already received from the Supplier, but there will be no refunds for entry fees.

There will be no refunds for any other items purchased at the time of booking, such as charitable donations.

The Client acknowledges and agrees that due to the nature of the event and the element of "luck" in the prevailing conditions, that his entry and participation in the Event may be affected by matters outside of the control of the Supplier, including but not limited to the weather, safety and associated conditions. The Client accepts that in such circumstances the Supplier has the right to alter the format of, shorten, or cancel the Event in the interest of Participants safety. The Supplier will use all reasonable efforts to conduct the Event in the planned format if safe to do so. Should any reason outside the control of the Supplier, including without limitation weather or other dangerous conditions, war, strike or any other act of god force any change, the Client accepts that Supplier is not obliged to provide any refund, credit, transfer to another Supplier's event or to restage the Event.

The Supplier may refund an individual's entry fee (calculated as per person in case of a corporate or private booking) if the Participant expresses their dissatisfaction with the Supplier's services no later than one hour after the Event's conclusion, made both verbally to Associates present at the Event and in writing to bookings@urbanquest.com.au. Only the Participant, who took part in the Event from start to finish, did not violate the rules of the Event and was not disqualified, can claim a refund. In the case, the Participant refused to take part in the Event till the end or was disqualified due to a violation of the Rules, the entry fee cannot be returned. No claims will be accepted if made on behalf of other participant or person. The refund will only be processed via bank transfer according to the personal bank details provided by the Participant. No claims are accepted if the Participant is under 18yo. Claims from parents who did not participate in the Event made in the interests of underage participants will not be considered. The claim will be accepted only if no Supplier's rules or instructions have been violated and the decision to accept the claim and issue the refund is at the total discretion of the Supplier.

### 6. Transfers and resale

Entries are non-transferable to other events unless negotiated and agreed with the Supplier representatives 10 days before the Event. No transfers will be granted within 48 hours of the Event.

Any attempt to transfer entry to another person without the knowledge of the Supplier may result in the cancellation of entry without refund and Participant may be prohibited from participating in other Supplier events.

Participant must not offer his (or any other persons) entry for sale through any medium, including auctions (on eBay or any other auctioning or similar means). All individuals involved in such conduct will be disqualified from the Event.

### 7. Eligibility to participate

In order to be accepted to participate in the Event, the Client/Participant:

- must sign the 'Accident Waiver and Release of Liability' document either electronically, during the required online registration, or in the paper, if the online registration can't be completed by the Participant due to technical or other reasons;
- must provide a parent or guardian Consent to the terms of this Agreement, if he/she is under 18 years of age on the date of the Event. Where no consent is provided, Participant warrants that he/she is 18 years of age or older on the date of the Event;
- must be medically and physically fit and able to participate in the Event, not have any impairment whether physical, intellectual or otherwise that could cause danger to yourself or others in participating in the Event;
- must be of sound mind and body and not under the influence of alcohol or any illicit or prescription drug or medication which may in any way impair ability to enter into this agreement, fully understand the respective intent and meaning of all of the terms and provisions hereof and to participate in the Event;
- releases the Supplier from any obligation to conduct enquiries in respect of his/her fitness or suitability for participation in the Event and acknowledges being informed by the Supplier, its agents, employees, volunteers, contractors, affiliates or promoters that the Event may involve physical and sporting activities;
- must seek advice from a medical practitioner before attending the Event, if he/she is unsure about his/her medical and physical fitness to participate in this Event.

The Supplier:

- reserves the right to refuse anyone for entry into the Event for any reason, including where an applicant does not meet the Eligibility Requirements;
- accepts no liability for any late, lost or misdirected entries due to technical disruptions, network connections or any other reason outside the control of the Supplier.

### 8. Obligations

If Participant's entry to participate in the Event is accepted he/she will be permitted to participate in the Event on the condition that he/she complies with any reasonable direction issued by the Event organisers or their representatives.

The Participant:

must immediately notify the Supplier in writing of any change to his/her fitness and ability to participate in the Event. Where any written notice to the Supplier is not provided, the Supplier will rely upon this as evidence of fitness and ability to participate;

consents to receiving any medical treatment that the Event organisers or their authorised representatives (including emergency services providers) consider reasonably necessary or desirable during or shortly after the Event;

must reimburse the Supplier for any costs or expenses incurred in association with providing medical treatment;

must pay the fees due at the time of making booking.

No applications will be accepted or considered unless and until all fees have been received by the Supplier.

The Participant acknowledges:

- that alcohol may be served at, during or after the Event. If Participant is under 18 years of age he/she must not consume any alcohol at, during or after the Event. If he/she breaches this condition he/she may be removed from the Event immediately by the Supplier;
- being informed that the Supplier does not have authority to permit to access public or private lands, premises, paths or roads in participating in the Event and nothing in this Agreement constitutes an implied warranty or representation of any such authority;
- that in entering into or accessing public or private lands, premises, paths or roads he/she does so at his/her own risk at all times;
- he/she must comply with all laws and regulations at all times;
- that he/she shall keep indemnified the Supplier from and against all liability arising out of or in relation to his/her crossing or entering upon such public or private lands, premises, paths or roads, including but not limited to liability for injury, loss and damage to persons or property;
- that the Supplier has the right to determine set and propound rules in connection with the Event as it considers in its absolute discretion necessary, including the right to disqualify or otherwise remove him/her from participating in the Event;
- that the Supplier makes no promises representations or warranties about the offering of any prizes, gifts or awards to participants of the Event; the quality, likeability, suitability or fitness for purpose of any prizes, gifts or awards, and he/she further acknowledges and agrees that in participating in the Event he/she has no expectation that he/she will receive a prize gift or award;
- to comply with the the Supplier Rules and Regulations in participating in the Event;
- that the Supplier and its affiliates may at their sole discretion and without liability terminate, modify or suspend the Event in whole or in part without notice and at any time due to safety reasons, or if the Event is compromised or interfered;
- that the Supplier does not warrant or represent that access to or participation in the Event will be uninterrupted or error free.

### 9. Copyright and Intellectual Property Right

The technology and content provided by the Supplier, unless specified otherwise in writing is owned by or licensed to the Supplier. Content includes but not limited to text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software.

For all content, imagery or photography provided to the Supplier in the provision of the Services, the Client hereby warrants:

- a) they own the intellectual property rights in that content;
- b) that content does not infringe the intellectual property rights of a third party;
- c) that content is not fraudulent, stolen, or otherwise unlawful;
- d) that content does not violate any applicable law, statute, ordinance or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, or criminal law);
- e) that content is not defamatory, unlawfully threatening or unlawfully harassing; and
- f) that content does not contain viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware.

The Supplier at its sole discretion reserves the right to refuse any content it considers to be in contravention with any of the above statements.

The Supplier and its licensors retain all proprietary rights to that content and technology and other intellectual property rights in any work created, commissioned or otherwise acquired by the Supplier during the implementation of the Services.

### 10. Confidentiality

A party must not, without the prior written consent of the other party, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or regulatory authority.

A party may:

- use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
- disclose the Confidential Information to its employees or advisers to the extent necessary for them to know the information for the purposes related to this Agreement but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

### 11. Privacy

The Supplier has a privacy policy (<https://urbanquest.com.au/wp-content/uploads/2019/01/UQ-Policy.pdf>) and the information that provided during registration or application process is necessary for the conduct of the Event. The information provided will be used by the Supplier to facilitate the administration of the Event and for future marketing and promotional purposes relating to Supplier events. The Supplier shall not disclose personal information to third parties involved in the Event unless has been specifically authorised to do so by the owner of personal data in writing in advance. Any information provided or disseminated in connection with the Event is Supplier's absolute intellectual property and is owned by Supplier and/or its licensors. Clients or Participants are not granted any right or interest in any such intellectual property except as stated in this Agreement.

Also, the Client:

- will be able to access his information through Supplier via its website or by email: [bookings@urbanquest.com.au](mailto:bookings@urbanquest.com.au);
- must not transmit, reproduce or store in any retrieval system any information provided or disseminated in connection with the Event in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, unless received express written permission from the Supplier;
- must provide in application (online registration form) correct information requested by the Supplier. If the information is not provided entry may be rejected. If incorrect information has been provided, the Supplier may disqualify the Client from the Event and the Client may be ineligible to participate in future Supplier events;
- agrees that Supplier can use the client's name, image, likeness, voice, statement and also performance in the Event (including the publication of name and/or Event result and applicable age bracket on Supplier's website), at any time, to promote the Event or any future similar events by any form of media;
- consents to receiving electronic newsletter material from the Supplier or their authorised representatives prior to and after the Event. Unless nominated otherwise, personal information may also be used for marketing purposes by a third party or the Event sponsor.

### 2. Indemnity

The Client/Participant, to the extent permitted by law:

- releases the Supplier and the Associates from all Claims that he/she has or may have had but for this release arising from or in connection with Your participation in the Event; and
- indemnifies the Supplier and the Associates and will keep the Supplier and the Associates indemnified in respect of any Claim (including for negligence, breach of contract or breach of Statute) by any person including another participant in the Event arising as a result of, in connection with, or in relation to his/her participation in the Event or arising as a result of transferring entry in the Event to another person or arising from permitting another person to participate in the Event in his/her stead.

This indemnity may be pleaded as a bar to any Claims. The releases and indemnities in this Agreement continue forever and bind the Participant, his/her heirs, executors, personal representatives and assigns.

A term of this clause will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

### 13. Limitation of Liability

Participation in the Event can be inherently dangerous and Client/Participant may be exposed to certain risks during the Event including, but not limited to, overexertion, dehydration, serious accidents, exposure to a range of potential hazards associated with the course and adverse weather conditions. These risks can and often eventuate and they may result in being personally injured or killed or property being damaged or the event being cancelled. By entering into or participating in the Event the Client/Participant agrees that he/she accepts and assumes the inherent risks in participating in the Event.

The Client/Participant:

- is fully responsible for the security of personal possessions at the Event including other valuable items. The Supplier is not responsible or liable for the repair or replacement of any personal possessions whether lost, damaged, stolen or otherwise;
- acknowledges that certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. These implied terms and rights and any liability of the Supplier flowing from them, are expressly excluded to the extent permitted by law. To the extent of any liability arising, the liability of the Supplier will, at its discretion, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the entry fee relating to the Event.

### 14. Warranties

Each party warrants that:

- the execution and delivery of this Agreement has been properly authorised;
- it has full corporate power to execute, deliver and perform its obligations under this Agreement;
- this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy;
- other than in relation to material included in the Services by the Client or any third party from time to time, any use of the Services by the Client in accordance with this Agreement will not infringe the right of any party and will not breach any applicable law.

The Client/Participant warrants and represents to the Supplier that:

- has read and understood and agrees to be bound by this Agreement; and
- is eligible to apply for participation in the Event;
- acknowledges and agrees that if accepted to participate in the Event, must comply with requirements contained in this Agreement;
- acknowledges and agrees Participants under the age of 18 years can only participate where a parent or guardian accepts the Consent.

The Client acknowledges receipt of and agrees to the following notification:  
Warning under the Australian Consumer Law and Fair Trading Act 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Supplier and its Associates (both as defined in the Terms and Conditions below) are required to ensure that the recreational services it supplies to the Client:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which the Client, either expressly or by implication, makes known to the Supplier; and
- (c) might reasonably be expected to achieve any result the Client have made known to the Supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the Supplier is entitled to ask the Client to agree that these statutory guarantees do not apply to the Client. If the Client accepts and agrees to the Terms and Conditions, the Client will be agreeing that Client's rights to sue the Supplier under the Australian Consumer Law and Fair Trading Act 2012 if the Client is killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in the Terms and Conditions.

**NOTE:** The change to Client's rights, as set out in the Terms and Conditions, does not apply if Client's death or injury is due to gross negligence on Supplier's part. "Gross" negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

### 15. Insurance

The insurance is in place may provide limited cover to Participants whilst participating in the Event. This insurance may not cover for all injury, loss or damage sustained by Participants in participating in the Event and the Client acknowledges that the Supplier does not make any representations about the suitability of the insurance. The Client or Participant, in its own interests and expense, may seek and obtain personal insurance over and above the cover provided by the Supplier.

### 16. Breach & Termination

The Client will be in breach of this Agreement upon:

- a) failing to pay the Fees in accordance with the order or agreed payment schedule;
- b) contravening any obligations pursuant to the terms of this Agreement;
- c) failing to respond to the Supplier's communication in a timely manner;
- d) failing to act in a professional manner;
- e) disparaging the Supplier on social media, forums, reviews or websites.

The Supplier may terminate this Agreement if the Client has failed to remedy any breach within 7 days of notice.

### 17. Assignment

No party may assign or otherwise deal in any way with its rights under this Agreement without the prior written consent of the other party.

### 18. Notices

All notices must be in writing and can be given by:

- hand delivery;
- registered post; or
- email.

A notice is deemed to be given and received:

- if hand delivery, on the next Business Day after delivery;
- if sent by registered post, in 5 Business Days after the day of posting; or
- if delivered to e-mail, on the next Business Day after sending.

### 19. Severability

If any term or condition (in whole or in part) is illegal or unenforceable, that term or condition (or part) is to be severed from the Agreement to the extent that it is illegal or unenforceable. Any remaining part of a term or condition remains valid continues to operate to its full force and effect.

### 20. Entire Agreement

This Agreement and the order together form the entire agreement between the parties about its subject matter and supersedes all other discussions, negotiations, representations, arrangements, warranties or agreements.

### 21. Variation

The Client agrees and accepts that the Supplier may vary terms of this Agreement without prior notice to the Client provided the change is not material to his participation in the Event.

### 22. Waiver

Any rights under this Agreement may not be waived or varied except in writing signed by the party to be bound. Unless otherwise expressly stated in the Contract, no waiver or relaxation in whole or in part of any of the terms and conditions of the Agreement will be binding on the Supplier unless in writing and signed.

### 23. Governing laws

This Agreement shall be governed by the laws of the state of Victoria, Australia.

### 24. Jurisdiction

All disputes, controversies or differences between the parties that are not settled by negotiation shall be submitted to the courts of Victoria, Australia.