

TERMS AND CONDITIONS

This Agreement sets out the terms on which an event Host (You, Your) will be registered with AEDA (ABN 76 182 348 392). (AEDA, Us, We or Our) to participate by hosting an Associated Event in ADL Fashion Week 2024.

By registering an event (Event) in ADL Fashion Week, You agree to be bound by the terms and conditions contained in this Agreement.

1. Term

1.1 This Agreement is only from the commencement of registration of ADL Fashion Week (AFW) 2024 and ends on Friday 8 November 2024 unless:

1.1.1 Your Event registration is not accepted by AEDA under clause 3.2; or

1.1.2 This Agreement is cancelled or terminated earlier in accordance with clauses 4 or 7.

2. Registration of an Event

2.1 You warrant that all information supplied to Us in relation to Your Event during the registration process, including any and all future information supplied to Us by You, has been reviewed, accepted and confirmed by You and is accurate and correct. If at any time You become aware that You have provided Us with information that is inaccurate, You undertake to immediately notify Us.

2.2 Submission of registration of Your Event does not guarantee that Your Event will be accepted by AEDA.

2.3 You have the opportunity to make changes to the information provided to Us up to and including Tuesday 27 August 2024. If You request changes to Your Event information after Wednesday 28 August 2024, those changes may be made at AEDA's sole discretion.

2.4 Images included in the program must be approved by AEDA and will be included at AEDA's discretion.

2.5 By uploading images or other works during Event registration, You warrant and undertake to Us that You hold or have obtained all necessary rights and permissions for the use of such images or other works (including, where relevant, any third parties which may hold intellectual property rights in relation to the images or other works).

2.6 You grant AEDA a non-exclusive, royalty free perpetual licence to reproduce any images, text or other works provided by You to promote and publicise AFW.

3. Acceptance

3.1 Eligibility to Participate. Your Event must:

3.1.1 take place in Adelaide (5000) or North Adelaide (5006) as determined by AEDA;

3.1.2 have a minimum of 10% of tickets available to the public (i.e. not 'members only' or 'invite only');

3.1.2.1 all tickets for Your Event either in-kind or sold to the public, must be registered via the event booking platform.

3.1.3 have a minimum capacity of 10 attendees.

3.2 Acceptance of Registration AEDA reserves the right in its sole discretion to not accept the registration of Your Event or to not accept any content relating to Your Event including but not limited to the following reasons:

3.2.1 Your Event does not comply with clause 3.1.1.

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3.2.2 Your Event or any content relating to Your Event:

- a. is liable to incite racial, ethnic, gendered or homophobic hatred or
- b. promotes hatred of any particular community or persons; or
- c. constitutes or encourages conduct that would be considered as a criminal offence or is otherwise contrary to law including freedom of expression legislation and third party contractual rights; or
- d. is detrimental or is likely to cause damage to the reputation of AFW or the sponsors or stakeholders of AFW.

3.3 Use of Aboriginal and Torres Strait Islander traditional knowledge if Your Event involves the use of Aboriginal or Torres Strait Islander traditional knowledge or intellectual property, You must:

- 3.3.1 to the extent required by applicable laws, seek free, prior and informed consent and/or involvement from the relevant traditional owners (i.e. consent given voluntarily and without coercion, intimidation or manipulation);
- 3.3.2 respect Aboriginal and Torres Strait Islander Peoples' ownership of their traditional knowledge and the cultural protocols associated with it;
- 3.3.3 endeavour to hire and remunerate Aboriginal providers to share traditional knowledge first hand where applicable; and
- 3.3.4 attribute any known owners of the traditional knowledge or intellectual property wherever it is used.

4. Cancellation

4.1 If You choose to withdraw Your Event from the AFW Program:

- 4.1.1 You must give written notice to AEDA as soon as possible; and
- 4.1.2 if You choose to withdraw Your Event, You must refund all attendees in accordance with the event booking platform. If You fail to handle refund requests in accordance to the terms and conditions, AEDA and/or the event booking platform has the right to issue refunds on Your behalf and at Your cost.

4.2 AEDA may cancel Your Event at any time if it becomes aware of any offending material or content within the meaning of clauses 3.2.1(b)(i), 3.2.1(b)(ii) or 3.2.1(b)(iii).

4.3 If Your Event is cancelled or withdrawn from AFW:

- 4.3.1 You must advise any registered attendees, the public and Your venue of the withdrawal or cancellation of Your Event and undertake all reasonable endeavours to ensure third parties do not incur significant loss as a result of withdrawal or cancellation; and
- 4.3.2 AEDA will update Your listing on the AFW website and ATDW.

5. Force Majeure

5.1 For the purposes of this clause 5, "Force Majeure Event" means the following Events or circumstances:

- 5.1.1 fire, flood, earthquake, elements of nature, acts of God, malicious damage, epidemic, pandemic, explosion, sabotage, riot, civil disorder, rebellion or revolution;
- 5.1.2 any change of law executive or administrative order or act of either general or particular application of any government, or of any official acting under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, which AEDA:

- a. did not cause; and
- b. cannot prevent, control or influence.

5.2 Where a Force Majeure Event occurs AEDA may take such steps as it deems necessary to mitigate or address the impact of the Force Majeure Event including but not limited to cancelling or postponing AFW.

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5.3 AEDA is not in any way responsible or liable for failure to perform this Agreement to the extent and for so long as its performance is prevented or delayed because of a Force Majeure Event.

5.4 AEDA will, as soon as is reasonably practicable, notify You in writing providing details of the expected effect of the Force Majeure Event.

6. Warranties, liability and indemnity

6.1 You must comply with all applicable local, state, national and international laws and regulations that relate to Your use of, or Your activities partaken in AFW.

6.2 You accept that You, Your staff and volunteers participate in AFW wholly at Your and their own risk. We are not liable for any loss or damage incurred by You, Your staff or volunteers in participating in AFW.

6.3 You warrant to Us that You have obtained all necessary licences and permissions from all parties interested in the and other intellectual property rights whatsoever, and You indemnify Us in respect of any claims, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by Us as a result (whether directly or indirectly) of Your failure to obtain any and all such necessary licences or permissions or to pay any relevant fees in relation to the same.

6.4 You agree to indemnify, defend and hold AEDA and its officers, directors, agents and employees harmless, at Your own expense against any and all claims, actions, damage, loss, liabilities, costs, charges or expenses arising, suffered or incurred by Us as a result of Your Event (whether directly or indirectly) including any act or default by You, Your venue, agents, staff, volunteers or Event attendees in connection with the conduct of the Event or the use of Your venue for Your Event.

6.5 You are wholly responsible for the safety of all persons present at Your Event and to the extent.

6.6 You are responsible for arranging and paying for all insurances for Your Event including any public liability insurance for a minimum of \$20,000,000.

6.7 Where You elect to subcontract or collaborate with third parties in the provision of services and/or Events, You are wholly responsible for any rights and responsibilities created as a result of that third party arrangement and You remain contractually liable under this Agreement and bound to its terms.

6.8 Where You agree to provide services to a registered attendee in conjunction with another registered Event Host providing services, You will:

6.8.1 act in good faith toward the other Event Host; and

6.8.2 use best endeavours to ensure that where possible only one Host contracts with the registered attendee whilst the other Host sub-contracts with You.

6.9 You are entirely responsible for any and all costs and fees associated with agreements entered into with any attendee or third party.

6.10 You warrant that by registering and participating in AFW Your business is a going concern, is not insolvent or bankrupt, nor do You anticipate any pending insolvency or bankruptcy such that You are unable to fulfill Your responsibilities under this Agreement.

7. Termination

7.1 We may terminate Your participation in AFW with immediate effect by giving written notice to You:

7.1.1 if You have breached this Agreement and the breach is not remedied by You within 5 business days of notice from Us in writing; or

7.1.2 if AEDA has cancelled Your Event registration under clause 4.2; or

7.1.3 if You have withdrawn Your Event from AFW under clause 4.1; or

7.1.4 for convenience and without cause; or

7.1.5 if AFW is cancelled for any reason.

7.2 You are not entitled to any compensation in the Event of termination under clause 7.1 of this Agreement.

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8. Event management

- 8.1 You are responsible for managing Your Event including (but not limited to) venue hire, ticket sales for attendees and promotion of Your Event. All details must be finalised prior to submitting Your application. You agree to be liable for all costs involved in holding and managing Your Event.
- 8.2 It is Your responsibility to obtain all necessary licenses and permissions required for Your Event, including but not limited to any liquor licensing requirements and any intellectual property rights, licenses or permissions.
- 8.3 You agree to acknowledge that Your Event is part of AFW in promotional materials and to use the AFW logo in accordance with any style guides or other relevant policies determined by AEDA.
- 8.4 You agree to do what You can to make Your Event accessible to visitors with disabilities and to provide clear information about access for Your Event.
- 8.5 All ticket sales will be via an event booking platform managed by AEDA.
- 8.6 All ticket revenue from an Associated Event will be passed on directly to the event holder, except for the booking fee and charges. The booking fee and charges as set by the event booking platform will be deducted from the ticket price. Noting all refunds will be at the event holder's discretion, and fees at time of booking will not be refunded.
- 8.7 Ticket sales revenue will be distributed as per the event booking platform terms and conditions. Event holders must provide bank details once their application has been accepted.

9. Health and safety

9.1 General

- 9.1.1 By participating in AFW, You are solely responsible for ensuring all persons involved in running Your Event who are likely to work with children have a current Working with Children Check. For more information, visit: screening.sa.gov.au
- 9.1.2 You and/or Your venue are wholly responsible for the safety of Your attendees, staff, volunteers and other individuals or parties involved in Your Event.

10. Reporting and feedback

- 10.1 You are required to complete the AFW Associated Events Feedback Survey, at a maximum time period of four weeks after You received the Survey.
- 10.2 AEDA will distribute an AFW Consumer Feedback Survey to all Event attendees and upon request, we will be able to distribute the survey results relevant to Your Event.

11. Governing law

- 11.1 This Agreement is governed by the law of South Australia and the Courts of South Australia have jurisdiction to determine any proceedings in relation to these terms.