

LUXPERIENCE

LUXPERIENCE 2017 BUYER TERMS AND CONDITIONS

LUXPERIENCE Enterprises specialises in hosting travel industry events and will be hosting the LUXPERIENCE Exhibition in Sydney, Australia from 17- 20 September 2017.

All BUYER attendees are bound by the specific terms and conditions in addition to all other terms and conditions contained herein.

1. DEFINITIONS

- “LUXPERIENCE” or “Exhibition” means the event to be hosted at Carriageworks, Sydney Australia from 17th to the 20th of September 2017 and will also be used to refer to the staff of LUXPERIENCE Enterprises.
- LUXPERIENCE is exclusively owned and organised by LUXPERIENCE Enterprises Pty Ltd of Suite 1, 445 Harris Street, Ultimo, 2007 New South Wales, Australia.
- “Familiarisation Tour” means a tour coordinated by LUXPERIENCE and referred to as a “Fam Trip” or “Famill” and organised by a Host company at a particular destination.
- “LuxConnect” means the private online platform that will facilitate business connections between all participants of LUXPERIENCE including before, during and after the Exhibition, on an ongoing basis or as specified by LUXPERIENCE organisers.
- “Online diary” is the diary system that will facilitate additional appointments with BUYERS and suppliers following the PSA system matching process.
- “Pre-Scheduled Appointment System” (PSA) means the appointment system operated by LUXPERIENCE to coordinate the appointments of BUYERS and suppliers during the Exhibition.
- “Global BUYER” (normally residing outside of Australia) or “National BUYER” (normally residing in Australia) means the person, accepted by LUXPERIENCE, who will attend the event as a BUYER delegate or procurer of luxury and experiential travel or event products under the most relevant BUYER program category.
- “Leisure BUYER” refers to a Global or National BUYER who predominantly arranges and books travel suppliers for Leisure travel
- “MICE BUYER” refers to a Global or National BUYER who predominantly books travel suppliers for Meetings, Incentives, Conferences and Events, and/or MICE related travel
- “No Show” refers to a BUYER failing to turn up to an online diary appointment without providing adequate notice.

2. BUYER ATTENDANCE FEES AND INCLUSIONS

2.1 Fees payable for participation at LUXPERIENCE 2017 for each BUYER category are as follows:

	SUPER EARLY BIRD Valid 31 October –31 December 2016	EARLY BIRD Valid 1 January – 31 March 2017	STANDARD Valid 1 April – 23 July 2017
Global Hosted Buyer - Leisure or MICE	AU\$199	AU\$299	AU\$399
National Hosted Buyer - Leisure or MICE	AU\$99	AU\$149	AU\$199
National Semi-Hosted Buyer - Leisure or MICE (1-3 days)	AU\$49	AU\$99	AU\$99
National Buyer - Leisure or MICE (half day)	AU\$19	AU\$55	AU\$55

All prices in AUD are inclusive of Australian Goods and Services Tax (GST)

2.2. INCLUSIONS

2.2.1 LUXPERIENCE Hosted Global BUYERS (Leisure or MICE) will receive:

- Single Room accommodation at one of the LUXPERIENCE preferred hotels for 3 nights, based on check-in on Sunday 17th September 2017 and check out Wednesday 20th September 2017.
- BUYER hotels are allocated and notified to BUYERS by Wednesday 16 August 2017.
- Shuttle transfer from hotel to Welcome Reception on Sunday 17th September and to/from the Exhibition from Monday 18th to Wednesday 20th September
- Access to the LUXPERIENCE exhibition with a minimum of 42 pre-scheduled (15 minute) appointments from Monday 18th to 20th September 2017 as well as access to the LUXPERIENCE online diary system to schedule a further 13 appointments up to a maximum of 55 appointments in total across three (3) days.
- Entry to all official LUXPERIENCE networking events (BUYER must RSVP by the due date)
- The opportunity to nominate for the Luxperience Awards
- Access to LuxConnect – the private online community
- Consideration for inclusion within an exclusive selection of hosted pre or post familiarisation tours, for registrations received by Sunday 14th May 2017.

2.2.2 LUXPERIENCE Hosted National BUYERS (Leisure or MICE) will receive:

- Return domestic flights* to Sydney on partner airlines from selected key Australian airports
- Single room accommodation at one of the LUXPERIENCE preferred hotels for up to 3 nights, based on check in on day of flight arrival to Sydney and checkout on day of flight departure out of Sydney.
- Hotels will be allocated to BUYERS by LUXPERIENCE and advised by Wednesday 16 August 2017.
- Shuttle transfer from hotel to Welcome Reception on Sunday 17th September and to/from Carriageworks Monday 18th to Wednesday 20th, September
- Access to the LUXPERIENCE Exhibition and a minimum of 42 pre-scheduled (15 minute) appointments from Monday 18th to 20th September 2017 as well as access to the LUXPERIENCE online diary system to schedule a further 13 appointments up to a maximum of 55 appointments in total across three (3) days. No show penalties apply.
- Entry to all official LUXPERIENCE networking events (BUYER must RSVP by the due date)
- The opportunity to nominate for the Luxperience Awards
- Access to LuxConnect – the private online community

*Flights are subject to conditions imposed by the partner airlines and are inclusive of taxes. Please see BUYER Delegate Hosted Flights Addendum. Additional accommodation or transfer requirements should be booked directly by the BUYER delegate.

Note: All HOSTED BUYERS, (Global or National) are required to attend a minimum of two full days between Monday 18th to Wednesday 20th September 2017 inclusive. Non-compliance is subject to penalties imposed under the NO SHOW terms and conditions (refer Section 5)

2.2.3 LUXPERIENCE Semi or Non Hosted National BUYERS (Leisure or MICE), will receive:

- Access to the LUXPERIENCE exhibition between Monday 18th and Wednesday 20th September 2017, based on nominated day of attendance at time of registering
- The opportunity to attend for half day, one full day, two days or three (3) full days
 - A half day participation includes up to maximum 12 pre-scheduled appointments on the selected day of attendance from Monday 18th to Wednesday 20th September, 2017.
 - A full day participation includes up to maximum 18 pre-scheduled appointments per full day on BUYERS' selected attendance to exhibition days Monday 18th, Tuesday 19th and Wednesday 20th September 2017.
- Entry to all official LUXPERIENCE networking events (BUYER must RSVP by the due date)
- The opportunity to nominate for the Luxperience Awards
- Access to LuxConnect – the private online community

3. BUYER REGISTRATION AND QUALIFICATION

- 3.1 Each BUYER intending to participate at LUXPERIENCE will be required to go through the LUXPERIENCE qualification process. This qualification is required to ensure that the BUYER is a bona fide luxury and experiential travel or event product BUYER and this process will be undertaken by the LUXPERIENCE team with the assistance of our worldwide industry partners.

- 3.2 The BUYER will be informed of the decision regarding participation at LUXPERIENCE through a confirmation email. Only confirmed BUYERS will be charged the relevant participation fee on the credit card provided during registration.
- 3.3 LUXPERIENCE BUYERS who do not provide their credit card details at the point of registration will not be put through the qualification process and subsequently may not be able to participate at LUXPERIENCE.
- 3.4 Participation costs will be charged to the credit card provided at the point of registration and are NON REFUNDABLE and will be used to cover administration fees.
- 3.5 BUYERS must supply a minimum of three (3) industry references. These references may be checked by the LUXPERIENCE team. Please make your references aware that LUXPERIENCE may contact them to confirm your business dealings.
- 3.6 BUYERS must complete registration forms for consideration of participation by 5PM AEST on Sunday 23 July 2017.

4. BUYER REQUIREMENTS

- 4.1 As a condition of receiving the services from LUXPERIENCE, all BUYERS will be required to:
 - Actively participate in the pre-scheduled appointment process. BUYERS will be required to select and rank in order of importance their appointment preferences, completing the appointment selections within the stated guideline and timeframe provided by LUXPERIENCE.
 - Attend all appointment meetings that have been scheduled during the exhibition as confirmed by the pre-matching process. BUYERS will also be encouraged to facilitate additional appointments during the exhibition using the online diary system.
 - Attend all scheduled meetings and networking sessions in a timely manner as scheduled by LUXPERIENCE and included by LUXPERIENCE in their diary.
 - Maintain a high standard of personal grooming and conduct, including the wearing of business attire as a condition of entry to the Exhibition.
 - Allow LUXPERIENCE to use their name and organisation to promote the LUXPERIENCE event.
- 4.2 Failure by any person to complete minimum requirements of the pre-scheduled appointment preferences may result in a low match rate with less than the guaranteed number of appointments. It is the responsibility of the BUYER to use their online diary to schedule appointment/s to meet the minimum requirement.
- 4.3 Failure by any person to comply with the requirements stated above may result in a review of the person's BUYER status and/or exclusion from 2017 LUXPERIENCE BUYER Program and future LUXPERIENCE BUYER Programs without refund of any sums that may have already been paid by that person which may be exercised at LUXPERIENCE's absolute discretion.
- 4.4 A significant shortfall, determined as more than 10% of confirmed pre scheduled appointments or at LUXPERIENCE's discretion by the BUYER of their minimum commitment with respect to attending appointments shall be treated by LUXPERIENCE as a cancellation and cancellation fees will apply (see "No Shows" Section 5 and "Cancellations & Replacements Section 8"). Attendance to meetings are monitored on site during the exhibition by LUXPERIENCE.

5. NO SHOWS

- 5.1 BUYERS who No Show 10% or more of their online diary appointments during the show, without a valid reason and informing LUXPERIENCE in writing prior to the appointment, will be charged a fee of AU\$199 including GST, PER MISSED MEETING. This will be charged to the credit card provided at the time of participation registration.
- 5.2 BUYERS who No Shows to more than 10% of their online diary appointments will be blacklisted from attending future LUXPERIENCE events.
- 5.3 Cancellations MUST be provided in writing and additional supporting documentation may be required, such as a medical certificate. A cancellation is not confirmed until acknowledged by LUXPERIENCE.

6. TRAVEL & ACCOMMODATION

- 6.1 A Fully Hosted BUYER must arrive in Sydney no later than 2.00pm AEST on Sunday 17th September 2017 and depart no earlier than the final pre-scheduled appointment in accordance with the minimum requirements of the pre confirmed registration period.
- 6.2 LUXPERIENCE will provide the Fully or Semi Hosted BUYER with up to 3 nights' accommodation in Sydney between the dates of 17th September and 20th of September 2017 at LUXPERIENCE official hotels. This will be on a single room basis. LUXPERIENCE will not be responsible for extra room costs incurred during the stay by the BUYER.
- 6.3 Limited opportunities are available for Global BUYERS to apply for one additional hosted night if their familiarisation schedule does not otherwise allow them to participate in LUXPERIENCE official events and program. This must be confirmed by LUXPERIENCE, and is subject to availability. BUYERS are otherwise responsible for booking additional accommodation nights directly with Sydney Hotels.
- 6.4 Individual Visa requirements, travel permits, travel insurances, and other licenses will be the sole responsibility of the LUXPERIENCE BUYER delegate including any necessary costs incurred.
- 6.5 LUXPERIENCE BUYERS must obtain and be responsible for adequate insurance coverage and the appropriate inoculations for their stay and it is recommended in particular that Global and Hosted National BUYERS take out adequate cancellation insurance and insurance for their baggage. Travel insurance will be available through LUXPERIENCE if required and charged at cost.
- 6.6 Whilst LUXPERIENCE will use their reasonable endeavours to assist LUXPERIENCE BUYERS, any delay or loss of baggage will solely be the responsibility of the airline and any subsequent dispute shall be directly between the Hosted BUYER and the airline.
- 6.7 LUXPERIENCE shall have no liability to the LUXPERIENCE BUYER if the BUYER is refused permission to board the aircraft or is refused entry to Australia.
- 6.8 All Global BUYERS must have a valid passport and provide passport details to LUXPERIENCE upon request.
- 6.9 BUYERS with any special needs or dietary requirements must inform LUXPERIENCE by Friday 28 July 2017 via the online RSVP form as provided by LUXPERIENCE.

7. PRE- AND POST- EVENT FAMILIARISATION TOURS

- 7.1 If registered and qualified before 9 May 2017 Global BUYERS (Leisure or MICE) are eligible to apply for a Famil. Famil's must be applied for by Sunday 14 May 2017. Only Hosted BUYERS who qualified prior to the registration deadline will be considered for participation in a Famil.
- 7.2 Participation in a LUXPERIENCE Pre or Post Famil is entirely at the discretion of the Host Company(s) providing the pre or post familiarisation tour.
- 7.3 LUXPERIENCE does not permit Partners or accompanying individuals on Familis.
- 7.4 Only one BUYER attendee per company may attend a Famil.
- 7.5 Unless otherwise specified participation within a Famil will not incur any fees. Selected Familiarisations tours may incur a participation fee and these will be advised on www.luxperience.com.au
- 7.6 Approved BUYERS are required to participate in all aspects of the familiarisation itinerary. Failure to participate in the familiarisation itinerary may result in additional fees being charged by the Host Company. Familiarisation Itineraries are subject to change without notice.
- 7.7 LUXPERIENCE will endeavour to provide flights to the Famil destination. In cases where these transfer costs are supplementary to the Famil, these costs will be passed on to the Global BUYER. As a result of this cost, the BUYER may choose not to participate in the Familiarisation trip. Charges will be made to the credit card provided at point of registration for LUXPERIENCE 2017.
- 7.8 Familiarisation participants may be required to complete mandatory indemnity forms issued by familiarisation hosts.

8. CANCELLATION & REPLACEMENTS

8.1 Participation costs paid at the point of registration are **NON REFUNDABLE** and will be used to cover administration and management of registrations. Refer Section 2. For relevant Participation Fees by BUYER category.

8.2 Cancellation of attendance by Global BUYERS (Leisure or MICE) and National BUYERS (Leisure or MICE):

Whilst not encouraged, LUXPERIENCE BUYERS may:

Period of Notice	Cancellation Fee
Cancel before 23 July 2017 5.00PM AEST	No Additional Penalty Registration fee is non refundable
Cancellations received on or after 24 July 2017 but on or before 11 August 2017 5.00PM AEST	AU\$660 Including GST
Cancellations received on or after 12 August, 2017 5.00PM AEST	AU\$1,100 Including GST
'No shows'/Failure to register at LUXPERIENCE 2017	AU\$1,100 Including GST

In addition, the following cancellation fees apply to BUYERS on Hosted familiarisation tours;

Period of Notice	Cancellation Fee
No Shows and Cancellations from a Famil Tour on or after 21 July 2017	AU\$825 including GST
Cancellation from a Familiarisation Trip on or after 1 August, 2017 5.00PM AEST	AU\$1,100 Including GST

All cancellations must be received by LUXPERIENCE in writing and must be acknowledged by the dates specified above. LUXPERIENCE reserves the right to make the final decision on all cancellation fees.

- 8.3 **REPLACEMENTS:** Invitations to LUXPERIENCE BUYERS are at the discretion of LUXPERIENCE. In instances where a LUXPERIENCE BUYER needs to cancel their participation, they may request that a colleague from their organisation attends as a replacement. On the condition that the replacement is accepted by LUXPERIENCE, the cancellation fee will not apply, however you may be responsible for any administration costs associated with replacement.
- 8.4 A significant shortfall by the LUXPERIENCE BUYER of their minimum commitment with respect to attending appointments shall be treated by LUXPERIENCE as a cancellation of attendance and the LUXPERIENCE BUYER will incur a cancellation fee of AU\$1,100 including GST.
- 8.5 **NO SHOW:** LUXPERIENCE BUYERS who do not inform the LUXPERIENCE team of their cancellation in writing, provide adequate supporting documents and do not attend LUXPERIENCE once confirmed as registered will incur a no-show fee of AU \$1,100 including GST. This will be charged to the credit card provided on registration. Your cancellation will only be effective upon acknowledgment in writing by LUXPERIENCE.
- 8.6 **EVENT NO SHOW:** Each event outlined within the Program Overview and confirmed in individual BUYER diaries is considered mandatory to attend for all Global & National (Leisure or MICE) Hosted BUYERS participating in the registered program. You will receive an RSVP form confirming your attendance to each event. Should the BUYER miss any of the events outlined within the program, the Events no-show/cancellation policy will apply. Missing such events may limit the opportunity of being invited to participate in future LUXPERIENCE events. For each event missed you will incur an Event No-Show fee of AU\$165 including GST per event.
- 8.7 Cancellation of attendance fees, no-show fees and any other fees shall be payable by the LUXPERIENCE BUYER within fourteen (14) days of the closing date of the LUXPERIENCE 2017 Exhibition. LUXPERIENCE shall take payment of such cancellation and no-show fees from the LUXPERIENCE BUYER's credit card (details of which must be provided by the LUXPERIENCE BUYER on acceptance of registration) fourteen (14) days after the closing date of LUXPERIENCE Exhibition, if the payment has not been made by other means. LUXPERIENCE will provide the LUXPERIENCE BUYER with a receipt in respect of such credit card charges for cancellation of attendance fees, no-show fees and flight cancellation fees. The LUXPERIENCE BUYER may request an invoice if required.

9. GENERAL

9.1 Successful qualified applicants will only be accepted as LUXPERIENCE BUYERS, if they have read and agreed to these Terms and Conditions, have provided their credit card details at the point of registration and accepted the payment of the participation fee once the registration has been accepted.

9.2 Accompanying individuals or partners to Qualified BUYERS are not permitted to participate at LUXPERIENCE business sessions. If an accompanying partner would like to participate in the LUXPERIENCE social events, prior approval is required from LUXPERIENCE as well as a non-refundable charge as outlined below:

Sunday 17 th September 2017 - Welcome Function	AU\$175 including GST
Tuesday 19 th September 2017 - Gala Awards Dinner	AU\$220 including GST
Wednesday 20 th September 2017 - It's a Wrap Party	AU\$95 including GST

9.3 LUXPERIENCE, its agents, its employees, and its subcontractors shall not be liable for loss, damage or delay resulting from acts or omissions, failure of the premises where the Exhibition is being hosted in any manner, threats of war, hijack, terrorist activity, civil commotion, industrial disputes, fuel shortages, natural disasters or adverse weather conditions, strikes or lockouts intervention or regulation, military activity or any other circumstances outside LUXPERIENCE's or its subcontractor's control which shall make it impossible or inadvisable for LUXPERIENCE to hold the Exhibition at the time and place provided or may make it unable to operate the Exhibition effectively. LUXPERIENCE reserves the right to re-schedule the Exhibition at another date and/or at an alternative site. No right of refund arises in such circumstances.

9.4 LUXPERIENCE shall not be liable to the attendee including any BUYER and their associates for any claim whether arising in contract, tort, equity, statute or otherwise for any direct damage, expense, loss or cost also loss of profit, loss of business or revenue, loss of anticipated savings or any indirect or consequential loss or damage, costs or expenses arising out of or in connection with that attendee or BUYERS attendance at or failure to attend the Exhibition. As allowed by law, LUXPERIENCE excludes all conditions and warranties implied by custom, general law or statute and any warranty obligation is limited including in relation to any implied condition or warranty, at our option, to re supply an affected service or repaired. In the event that LUXPERIENCE is proven to be liable, the liability in the aggregate will be limited to the pro-rata fee paid for the specific Exhibition not used.

9.5 LUXPERIENCE shall not be liable for the death or personal injury of any attendee or BUYER, save where such liability cannot be excluded under Law.

9.6 LUXPERIENCE's liability to the LUXPERIENCE BUYER in respect of their attendance at LUXPERIENCE under these terms and conditions whether in contract, tort or otherwise shall not exceed AU\$1,000.

9.7 Any disputes arising under these terms and any reference to Law, will be governed by the laws of New South Wales and are subject to the jurisdiction of the New South Wales courts.

9.8 As the attendee or BUYER you are consenting under all relevant data protection legislation to LUXPERIENCE communicating with you by telephone, fax, email and by post and using your personal information for internal processing and for disclosure to third parties such as airlines, hotels and exhibitors in connection with your attendance at LUXPERIENCE. In addition, we may use your details to invite you to other events organised by LUXPERIENCE Enterprises or its group to offer you other relevant products and services supplied by LUXPERIENCE Enterprises' group or third parties.

9.9 If you do not wish your personal information to be used in any of the ways mentioned above, please contact Luxperience at beinspired@luxperience.com.au

9.10 Completion of an online or other application form applying to become a LUXPERIENCE BUYER delegate, at LUXPERIENCE does not automatically guarantee a place on the LUXPERIENCE BUYER Program. Applicants will be notified by LUXPERIENCE if their application is successful. Only one application form may be completed by each proposed participant and only the first application form will be accepted.

9.11 LUXPERIENCE may, in its sole discretion change, vary or postpone in relation to the Exhibition, the timing including the date, duration and opening hours.

9.12 Where the attendee or BUYER has supplied any intellectual property including trademark or copyright material to LUXPERIENCE, its agents or contractors you warrant the ownership and right to use such in the Exhibition; will or does not, create any infringement, misuse or restriction in relation to any party's interest or ownership. At all times LUXPERIENCE retains ownership or rights in its intellectual property.

- 9.13 At any time and without cause, LUXPERIENCE may terminate this Agreement by giving to the attendee or BUYER delegate a refunded pro-rata based on the use or entitlement of the Exhibition by the attendee or BUYER which represents full settlement of all liabilities and obligations.
- 9.14 Nothing may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary. These terms and conditions must not be construed against a party merely because that party had the carriage of the drafting.
- 9.15 These terms contains the entire understanding between the parties concerning the subject matter and supersedes all prior communications between the parties.
- 9.16 Payment of all fees are exclusive of any goods and services or other sales tax (unless otherwise specified) for which the attendee or BUYER may be additionally liable at the applicable rate and the attendee or BUYER must provide an ABN where required.
- 9.17 Payment shall only be deemed made upon receipt of cleared funds in LUXPERIENCE's bank account. Payment shall be made in full without any abatement, set off or deduction on any grounds.