Australian Rugby League Commission
Conference Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Agreement means the agreement between NRL and the Client described in Condition 2.1.

Alternative Facility means a facility selected by NRL and offered to the Client in place of a Facility, in accordance with Condition 4.3(a).

ARLC means Australian Rugby League Commission Limited.

Client means the party named as the "Client" in the Conference Booking Form or as substituted in accordance with these Conditions.

Conditions means these Conference Conditions.

Confirmation date is the day that the booking is confirmed in writing by the NRL account manager managing the booking.

Conference Booking Form means the booking form for the Event published by NRL from time to time.

Conference Services means the services to be provided by NRL to the Client subject to the terms of this Agreement. Such services may include, but are not limited to:

(a) Tickets; and

(b) access to a selected Facility

Event means any rugby league match under the control of the NRL and/or ARLC including, but not limited to:

(a) All finals series matches of the Telstra Premiership (including the Grand Final);

(b) All representative matches including Test matches, State of Origin matches; and All-Stars matches; held at a Venue.

Event Conditions means the event conditions binding all attendees at the Event (published at www.nrl.com and displayed at each Event).

Facility means the Conference facility selected by NRL to accommodate the Client at the Event.

GST means any tax in the nature of a tax on, or on the supply of, goods, real property, services or any other thing levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia or municipal authority which may operate at any time during the term of this Agreement.

Invitee means any person entering the Venue for the Event on behalf of the Client (whether during an Event or otherwise) including but not limited to Conference invitees and guests.

NRL means National Rugby League Limited.

State means Queensland Rugby Football League Limited and New South Wales Rugby League Limited.

Taxes includes any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) imposed by any government or other taxing authority in respect of any payment or benefit under the Agreement but does not include GST.

Ticket means any ticket, pass, credential, lanyard, wristband or other document or general or specific authorisation issued by NRL allowing entry to the Event and any relevant Facility.

Total Fee is the total fee payable by the Client in return for the Conference Services including GST.

Venue means any stadium, ground, oval, or park where an Event is held.

1.2 Interpretation

(a) Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, to any legislation or regulations includes all amending and succeeding legislation and regulation, to conduct includes an omission, statement or undertaking whether or not in writing, to AUD, dollars or $ is to Australian currency, to Conditions is to conditions in this Agreement and headings are for reference purposes only.

(b) Where two or more parties named to NRL as the Client, a reference to a right or obligation of the Client confers that right or imposes that obligation, as the case may be, jointly and severally.

2. PRELIMINARY

2.1 Agreement

(a) This Agreement binds NRL and the Client from the Confirmation Date. No cancellation or termination of the Agreement by the Client will be accepted by NRL after the Confirmation Date.

(b) The Agreement consists of:

(i) these Conditions;

(ii) the Event Conditions (to the extent set out in Condition

6.1(a)(ii)); and Condition 10.6

(iii) any amendments or variations made in accordance with

(c) The Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it and the Client acknowledges that, except for those representations made in the Agreement, neither NRL nor any person acting on its behalf has made any representation to induce the Client to enter into the Agreement.

(d) The terms of any other document (including any document of the Client) that purports to form part of the Agreement is hereby excluded unless expressly confirmed in writing by NRL as forming part of the Agreement.

(e) In case of any inconsistency between a provision of these Conditions and any a provision of any other document

2.2 TAXATION LAW

(a) In these Conditions, words and phrases defined in Section 195-1 of the A New Tax System

(Goods and Services Tax) Act 1999 (Cth) will have a corresponding meaning.

(b) The Total Fee and any other payments to be made under these Conditions are inclusive of GST unless otherwise specified.

(c) NRL may at its sole discretion vary the Total Fee in respect of any Event to pass on to the Client any increase in costs in relation to the Conference Services which may arise from any change in the law relating to taxation. If any applicable law increases or decreases the rate of GST, then the Total Fee (inclusive of GST) will be increased or decreased in proportion to that increase or decrease in the rate of GST.

(d) All payments to be made by the Client under the Agreement are exclusive of any Taxes applicable in respect of any benefit, facility, advertising or promotion, catering or other supply of any nature whatsoever, and the Client will be solely liable for any Taxes payable thereon. No withholding or deduction will be made from any payment for any such Taxes unless required by law. If any Taxes are so required to be withheld or deducted from any sums paid or payable by or on behalf of the Client to NRL, the Client undertakes to pay forthwith to NRL such additional amount as will, after such withholding or deduction has been made, leave NRL in the same position as it would have been in the absence of the requirement to make such withholding or deduction.

3. PAYMENT

3.1 Total Fee

The Client must pay the Total Fee in accordance with this clause 3. 3.2 Payment method

(a) Client must pay a minimum 20% deposit within 14 days of the booking confirmation date and the Total Fee prior to the final payment date either:

(i) by credit or debit card;

(ii) or if the Confirmation Date is more than 7 Working Days prior to the Event, with the prior approval of NRL, Client may elect to pay by electronic funds transfer.

(b) If no payment of the total fee or payment plan has been confirmed by the final payment date listed on page 2 (Payment section), the NRL can immediately remove the booking by providing written notice to the client

c) Where the Client nominates either credit card or direct debit as a preferred payment method in the Conference Booking Form:

(i) The Client warrants that it is authorised to give the credit card or direct debit account details provided, and that sufficient funds are available to pay the Total Fee to NRL.

(d) The Client authorises NRL to unilaterally process payments from the Client's credit card or direct debit facility in order to satisfy Client's obligations.

Credit card payments will be charged an additional amount as follows:

VISA and Mastercard 1.18%;

AMEX 1.70%

3.3 No services until paid

In relation to each Event, NRL is not required to issue any Tickets or provide any other Conference Services to the Client unless and until the Total Fee has been paid in full in accordance with this Condition 3 and all funds have cleared to NRL.

4. BENEFITS

4.1 No advertising or promotion

The Client must not without the prior written consent of NRL:

(a) use any trademark or other intellectual property owned by NRL or ARLC; or

(b) conduct any advertising or promotion by the Client whatsoever in relation to the Facility or the Event, including, without limitation, any corporate signage or corporate identification within or outside the Facility;

(c) offer Tickets to the Event for advertising or other promotional purposes (including prizes, contests or sweepstakes); or

(d)use the name of NRL or of any event promoted by NRL in any way that connects it with the Client such that it implies or gives the impression that the Client or the Client's activities are endorsed by NRL or that the Client is a sponsor or in some other way connected to NRL or such event.

4.2 Shared Facility

The Client acknowledges that the Facility is a shared facility, and the Client is limited to joint or shared use of the Facility during the specified Event. The Client has no private use of the shared Facility and so must not:

(a) make any alterations or additions to the Facility; or

(b) use the Facility other than as contemplated by the Agreement;

without the prior written consent of NRL (which consent is exercisable in its absolute discretion and may include such conditions as NRL sees fit).

4.3 Availability of Facility

(a) If, in respect of any Event, the Facility is not available for use by the Client for any other reason, NRL will endeavour to offer the Client an Alternative Facility for the specified Event. The exact particulars of the Alternative Facility will be at the sole discretion of NRL.

(b) Where an Alternative Facility is offered to the Client by NRL under Condition 4.3(a), the Client may accept or reject the Alternative Facility by providing written notice to NRL.

(c) If the Client accepts the Alternative Facility, this Agreement will remain in force, subject to the following:

(i) any reference to the Facility is to be read as a reference to the Alternative Facility; and

(ii) the Total Fee will be adjusted to any fee previously published by

NRL for the Alternative Facility. If no such fee has been published, the Client and NRL will negotiate in good faith as to the revised Total Fee for the Alternative Facility.

(d) If the Client rejects an Alternative Facility offered by NRL, this Agreement may be terminated by the either party by written notice. In such circumstances, NRL will refund all monies paid to NRL pursuant to the Agreement to the Client (excluding reasonable expenses incurred by NRL that it is not able to avoid or recoup despite its reasonable endeavours).

Upon receipt of those monies by the Client, NRL will thereby be released and discharged by the Client from all claims and damages of any kind.

(e) Other than as set out in Condition 4.3(d), NRL has no liability

to the Client for, and the Client hereby releases and discharges NRL from, all direct, indirect and consequential damages, losses, costs and expenses that may be suffered by the Client as a result of the unavailability of a Facility in the circumstances described in Condition 4.3(a).

5. TRANSFER OF BENEFITS

5.1 General prohibition

The Client must not sell, on-sell, exchange for valuable consideration, assign, licence, sub-licence, transfer, bundle with other goods or services, or otherwise commercially deal with any of the rights, benefits and entitlements contained in the Agreement (including, without limitation, any Tickets) without prior written consent of NRL under Condition 5.2, which consent will be exercisable in its absolute discretion and may include such conditions as NRL sees fit.

5.2 On-selling

Where the Client seeks NRL's consent to a transfer of benefits under Condition 5.1, the Client must:

(a) provide NRL with detailed information setting out its proposal for transfer or on-selling (including any proposed advertising material, the target market and proposed pricing structure), and any other information requested by NRL;

(b) not advertise or otherwise promote any Ticket, package or other benefit in relation to the Event without prior written consent of NRL (in its absolute discretion) to the content, distribution and design of any and all advertising and promotional material; and

(c) not assign, on-sell (or offer to do so) or otherwise commercially deal with any Tickets or benefits until a formal agreement between the Client and NRL regarding same has been executed by the Client.

6. RESPONSIBILITY FOR INVITEES 6.1 Client responsible for Invitees

(a) The Client must ensure all Invitees comply with:

(i) all reasonable directions given by officers, employees or agents of NRL, or any requirements of NRL including, without limitation, directions or requirements in connection with access to the Venue, the use of the Facility or the conduct of the Client and its Invitees in or around the Venue or the Facility;

(ii) the Event Conditions as if each Invitee were a 'Patron' as defined in that document, except to the extent of any inconsistency with these Conditions (for example conditions relating to refund); and

(iii) the smoking policy implemented by NRL in respect of the Facility (as revised from time to time), a copy of which is available upon request;

(b) The Client is responsible for all acts or omissions of Invitees at the Venue, including, without limitation, any loss, damage or injury arising out of such acts or omissions. The Client must indemnify and keep indemnified NRL in respect of any such loss, damage or injury including in connection with any failure to comply with Condition 6.1(a).

(c) At all times NRL or its representatives may with reasonable cause refuse entry to any Invitees or direct any Invitees to leave the Event. In particular, any person who does not comply with the Event Conditions may be refused entry or directed to leave the Event.

(d) The Client must ensure that any Invitee who is under 18 years of age is accompanied and supervised at all times by his or her parent or guardian (who must be 18 years of age or over).

6.2 Tickets

The Client must ensure that all its Invitees display the correct Ticket in a clear and visible manner at all times within the Venue. NRL or its representatives may refuse entry to the Event or the Facility to an Invitee who is not displaying a Ticket. NRL or its agents may refuse service to an Invitee who is not displaying a Ticket within the Facility. Each Invitee must keep his or her Ticket safe and in good condition, as NRL is not obliged to replace any Ticket under any circumstances, including but not limited to loss or theft

– however NRL may, in its sole and absolute discretion, replace a Ticket which has been lost or stolen (and may charge a fee for that replacement).

6.3 Other

(a) Responsible service of alcohol to Invitees shall be operated by NRL and the Venue. All bar opening and closing times may be subject to change by NRL in its absolute discretion.

(b) The Client must ensure that the noise levels are not excessive and Invitees' conduct is not disruptive at the Facility (in the opinion of NRL).

7. RELEASE AND INDEMNITY

(a) To the extent permitted by law, the Client excludes, releases and forever discharges NRL and ARLC (and their directors, officers, employees, agents, contractors and affiliated companies and their respective personnel (NRL Personnel)) from all liability for claims, loss,

damage, costs or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) arising from or in connection with the Event, except where such loss or damage arises as a result of a neglect act or omission on behalf of the ARLC/NRL.

(b) Neither NRL, ARLC, nor the NRL Personnel will be responsible for acts, omissions or defaults of the Client, Invitees (including employees of those Invitees), directors, officers and sub-licensees and anyone acting on behalf of or at any of the Client's direction) (Client Personnel) nor, to the extent permitted by law, will any of NRL, ARLC, nor the NRL Personnel be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights or otherwise) arising from any act, matter or thing done, or permitted or omitted to be done, by the Client or Client Personnel pursuant to, in default of or in connection with this Agreement, except where such loss or damage arises as a result of a neglect act or omission on behalf of the ARLC/NRL.

c) The Client indemnifies and must keep indemnified each of the NRL, ARLC, and the NRL Personnel against all such claims, loss, liability, damage, cost or expense which may be incurred or sustained by any of the NRL, ARLC, and the NRL Personnel arising from any act, matter or thing done, permitted or omitted to be done by the Client or Client Personnel pursuant to, in default of or in connection with this Agreement.

8. TERMINATION

8.1 Termination by NRL

NRL may immediately terminate this Agreement by notice in writing if the Client:

fails to make any payment for the Conference Services in accordance with Condition 3; or

(b) is in breach of any other term of this Agreement; and

(i) the breach cannot be remedied;

(ii) the Client fails to remedy such breach within seven days of receipt of a written notice from NRL requiring it to do so – if that notice is received more than 30 days before the Event;

(iii) the Client fails to remedy such breach within two days of receipt of a written notice from NRL requiring it to do so

– if that notice is received less than 30 days before the Event;

(iv) the Client fails to remedy such breach within 12 hours of receipt of a written notice from NRL requiring it to do so

- if that notice is received during the Event; or

(c) enters into or is placed under any form of insolvency administration, is insolvent, or is otherwise unable pay its debts as and when they fall due.

8.2 Effect of termination by NRL

Unless otherwise agreed in writing by NRL, the Client agrees that immediately upon termination by NRL under Condition 8.1:

(a) the Client will forfeit all monies paid to NRL prior to termination;

(b) NRL will be free to enter into an agreement with any third party covering any or all of the rights, benefits and entitlements under the Agreement;

(c) the Client unconditionally and irrevocably constitutes and appoints NRL as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign the rights, benefits and entitlements under the Agreement; and

(d) the forfeit of any monies pursuant to Condition 8.2(a) and the termination of the Agreement will not preclude any other rights which NRL may have against the Client as a result of the Client's default including, in particular, the right to claim damages for breach of the Agreement.

9. REFUND

9.1 Refund of monies to Client

(a)Notwithstanding Condition 2.1(a), NRL may cancel part or all of the Conference Services and refund amounts paid to NRL by the Client (excluding reasonable expenses incurred by NRL that it is not able to avoid or recoup despite its reasonable endeavours) after the Confirmation Date in the following circumstances:

(i) in accordance with Condition 4.3(d); or

(ii) provision of the Conference Services are impossible or impracticable due to an event out of the reasonable control of the NRL (including epidemic, pandemic or Government law, regulation, rule or order);

(iii) if NRL, in its absolute discretion, permits the Client to cancel or terminate the Agreement for another reason.

(b) If, through no fault of the Client, NRL is unable to supply to the Client part or all of the Conference Services, NRL may refund a portion of the Total Fee paid to the Client that relates to the unsupplied Conference Services to the Client (the amount to be determined in NRL's absolute discretion).

9.2 Conditions of refund

(a) Upon receipt of any refund paid to the Client under Condition 9.1, NRL will thereby be released and discharged by the Client from all claims and damages of any kind in relation to this Agreement.

(b) If any refund is payable to the Client, NRL may adjust the refund to take account of any applicable Taxes and the Client will only be entitled to receive such adjusted amount.

10.REDUCTION IN BOOKING NUMBERS

10.1 A reduction in booking will incur a cancellation fee of up to 50% of each individual ticket cancelled within the booking.

11. MISCELLANEOUS

11.1 Confidentiality and non-disclosure

Other than as required by law, the Client must keep strictly confidential and not disclose or communicate to any person, or use, any information which is not in the public domain relating to the business, affairs, practices, policies, operations and arrangements of NRL or otherwise concerning the Event, including without limitation the names and other details of patrons of the Event, which the Client acquires, develops or has access to as a result of or in connection with this Agreement.

11.2 Privacy

The Client acknowledges that the NRL may use any personal information received by the NRL in accordance with the NRL Privacy Policy (available at www.nrl.com) which details how the NRL uses and discloses personal information, how a Client can access and/or correct their personal information, and how a Client can make a complaint about the NRL's use or disclosure of personal information.

11.3 Continuing Conditions

Conditions 2.2, 4.1, 4.3(e), 6.1(b), 7, 8.2, 9.2(a) and 10 continue to apply after termination or expiration of this Agreement.

11.4 Severability of provisions

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective only to the extent of the prohibition or unenforceability.

11.5 No waiver

No failure to exercise nor any delay in exercising any right, power or remedy by NRL operates as a waiver.

11.6 Amendment

No amendment or variation of the Agreement is valid or binding on a party unless made in writing and signed by all parties.

11.7 Governing law and jurisdiction

This Agreement will be governed by and construed in accordance with the laws of New South Wales, Australia, and the parties submit.