

AIME 2020 BUYER PROGRAM TERMS AND CONDITIONS

Asia Pacific Incentives and Meetings Event Melbourne Convention and Exhibition Centre

17<sup>th</sup> – 19<sup>th</sup> February 2020



Please read the following Terms and Conditions of acceptance carefully.

#### Definitions

Talk 2 Media and Events (referenced in this document as T2M) is the organiser of the exhibition which is owned by the Melbourne Convention Bureau Ltd.

"AIME" or "event" or "exhibition" means the event to be held at Melbourne Convention & Exhibition Centre from 17-19 February 2020.

"Exhibitors" means exhibitors who have contracted with Talk2 Media and Events to take stand space at AIME.

"Hosted Buyer" means the meetings, events and business travel professional who has applied to be a Hosted Buyer and have agreed to these terms and conditions. Hosted Buyers have been accepted by Talk2 Media and Events to attend AIME as a buyer of meetings, events and business travel products and services where complimentary accommodation, ground transfers and flights are provided by T2M.

"Pre-Scheduled Appointments (PSA)" means the appointment matching program operated by T2M to co-ordinate the appointments of the Hosted Buyer with exhibitors based on preselected exhibitor and buyer appointment preferences.

"Self-Scheduled Appointments (SSA)" means the appointment making tool operated by T2M to coordinate additional appointment requests of Hosted Buyers with exhibitors during the event

"No Show" refers to a Hosted Buyer who don't attend a pre-scheduled appointment and is reported by the relevant exhibitor/airline/hotel as not in attendance. A Hosted Buyer who misses two or more appointments per day of attendance or does not inform T2M of a cancellation prior to 7<sup>th</sup> February 2020 will be considered as a no show.

"Travel" means transportation arranged by T2M by either air, rail, tram, boat or bus as appropriate for the use of Hosted Buyers. It does not include transportation by private vehicle, or any transportation not arranged by T2M.

Significant shortfall means the Buyer missed 20% or more of their scheduled appointments.



# 1. BUYER CATEGORIES

Buyers are accepted on to the Buyer Program as a National Hosted Buyer or International Hosted Buyer. T2M will assign the final category based on the applicant's request, geography and available spaces. Both National and International Hosted Buyers are required to attend all elements of the Buyer program according to their diaries and schedule.

## 1a. The two categories in further detail are as follows:

International and National Hosted Buyer – Full program access International and National buyers who qualify onto the Hosted Buyer program will receive the following:

# International Hosted Buyers:

- Return economy airfares

- 3,4 or 5 nights' accommodation at one of our partner hotels. The number of nights will be determined by your confirmed flight scheduling. The first Hosted night will commence on Saturday 15<sup>th</sup> Feb and the last hosted night will either be Tuesday 18<sup>th</sup> or Wednesday 19<sup>th</sup> Feb all depending on the flight scheduling.
- Ground transfers to your designated hotel and back to Melbourne International Airport in Tullamarine, transfers to and from your designated hotel to the following networking events: Sunday 16<sup>th</sup> Feb MCB Hosted Buyer and Hosted Media event, Monday 17<sup>th</sup> Feb AIME Welcome Event and a one-way transfer

to from your designated hotel to the Tuesday  $\mathbf{18}^{\mathrm{th}}$  Feb AIME Networking Event.

## National Hosted Buyers:

- Return economy airfares

- 2- or 3-nights' accommodation at one of our partner hotels. The number of nights will be determined by

your confirmed flight scheduling. The first Hosted night will commence on either Sunday 16<sup>th</sup> or Monday 17<sup>th</sup> February and the last hosted night will be Tuesday 18<sup>th</sup> February.

- Ground transfers to your designated hotel and back to Melbourne International Airport in Tullamarine,

transfers to and from your designated hotel to the following networking events: Sunday 16<sup>th</sup> Feb MCB Hosted Buyer and Hosted Media event, Monday 17<sup>th</sup> Feb AIME Welcome Event and a one-way transfer to from your designated hotel to the Tuesday 18<sup>th</sup> Feb AIME Networking Event.

Buyer Inclusions		
	International Hosted Buyer	National Hosted Buyer
Personal appointment Schedule – 16 appointments per day (32 appointments in total)	✓	1
Return economy airfares to Melbourne from AIME designated port *	1	1
4-5* accommodation in Melbourne	✓	1
Ground transfers from Melbourne airport to hotels	✓	1
Uncover Melbourne - Melbourne City Experience: Sunday 16 February 2020	1	**
Hosted Buyer and Media evening event: Sunday 16 February 2020	✓	**
AIME Knowledge Program – Monday 17 February 2020	✓	1
AIME Welcome Event – Monday 17 February 2020	1	1
Onsite networking – Tuesday 18 and Wednesday 19 February 2020	✓	1
Tuesday Networking event – Tuesday 18 February 2020	<i>✓</i>	1

# 1c. – Buyer Inclusions

\*Departure ports are subject to airline partner and major ports. The cost to get to that port is at the Hosted Buyer's expense.

\*\* Attendance at the Uncover Melbourne – Melbourne City Experience along with the Hosted Buyer and Media cocktail event is subject to an invitation sent from the Melbourne Convention Bureau.



**NOTE:** Victorian Hosted Buyers who are based in or around Melbourne will not be eligible for travel or accommodation. T2M will not provide travel and accommodation to all Victorian Hosted Buyers (except on request and at T2M's discretion). Victorian Hosted Buyers will receive:

- Attendance at the AIME Knowledge Program

- Entry to AIME for the two days
- Entry to AIME's networking events both onsite and offsite
- 32 Prescheduled Appointments with exhibitors of the buyer's choice presented in a buyer personalized diary.

## 2. REGISTRATION FEES

Hosted Buyer: For individuals who qualify as a Hosted Buyer, all package inclusions are complimentary.

#### 3. BUYER CONDITIONS

#### 3a. Hosted Buyer Conditions

For all Hosted Buyers, the number of attendance days is dependent on their country of origin.

- For International Hosted Buyers, it is a requirement to arrive into Melbourne by Saturday 15<sup>th</sup> or Sunday 16<sup>th</sup> February 2020. International Hosted Buyers will be hosted up until either the Wednesday 19<sup>th</sup> or Thursday 20<sup>th</sup> February 2020.

- Australian Hosted Buyers (with the exception of Victorian Hosted Buyers) will be required to arrive on either on Sunday 16<sup>th</sup> or Monday 17<sup>th</sup> February 2020 and will be hosted until Wednesday 19<sup>th</sup> February 2020 (unless otherwise stated by T2M)

- Victorian Hosted Buyers are required to attend AIME on Monday 17<sup>th</sup> February to Wednesday 19<sup>th</sup> February 2020.

- T2M has the final decision on a Hosted Buyers attendance and arrival date.

As a condition of receiving the complimentary services from Talk2 Media and Events, all Hosted Buyers will be required to:

- Attend all 32 pre-selected appointments and actively participate in the Pre-Scheduled appointment program. Hosted Buyers will be required to make 64 exhibitor appointment preferences and rank in order of importance, completing the maximum number of appointment preferences required by the 13<sup>th</sup> December 2019 deadline.

- Meet the minimum number of Pre-Scheduled Appointments (PSA) per day of attendance at the exhibition. The minimum number of PSA's per day is 16 (32 over the two days of AIME).

- Attendance at all pre-scheduled appointments is compulsory. Hosted Buyers are also expected to attend all functions including the Monday Knowledge Program and networking events as scheduled in their diary.

- The Hosted Buyer are not permitted to re arrange any appointments to free up personal time. If an appointment onsite needs to be re arranged, the Hosted Buyer Manager is to be advised.

- If the Hosted Buyer misses an appointment, the Hosted Buyer is to confirm another suitable time directly with the exhibitor.

- All Pre-Scheduled appointments are to be attended on an individual basis only.

- All appointments and education sessions will be in English unless otherwise stated.

- Hosted Buyers are to wear smart business attire as a condition of entry.

#### 3c. Failure to comply

Any person that fails to comply with the requirements listed in this document may result in a review of the Person's Hosted Buyer status. The Buyer may also be excluded from future Buyer Programs organised by T2M without any refund of any sums of money that may have already been paid by/on behalf of that person. A significant shortfall (as defined in section 5d.) by any buyer on the minimum



commitment with respect to attending appointments shall be treated by T2M as a no-show. No-show fees will apply (as defined in section 5e.). Attendance at the above will be monitored on site by T2M.

## 4. TRAVEL AND ACCOMMODATION

## 4a. Hosted Buyer flights supplied by Talk2 Media and Events

T2M will provide the Hosted Buyer with a return/roundtrip economy airfare from designated point(s) of departure to Melbourne Airport either directly or connecting through appropriate ports. Travel will be arranged by T2M and the appointment agent on dates suitable for attendance to the event. The flight itinerary presented to all Hosted Buyers that require flights will be final and confirmed. Travel changes requested by the Hosted Buyer are subject to availability and will be charged accordingly at the Hosted Buyers expense. If the original finalized flights are to be cancelled due to travel changes, this may incur a fee (see Cancellation section 5.). Any additional costs in reaching the agreed departure port will be at the responsibility of the Hosted Buyer. All travel provided by T2M shall be standard economy fare. T2M will not be responsible for any upgrades. Upgrades are at the responsibility and the expense of the Hosted Buyer.

## 4b. Travel changes

Hosted Buyer travel change requests will be considered on a case by case basis. T2M or it's appointed agencies reserves the right to charge for any travel changes. All travel changes are subject to a fee of AUD\$100 in addition to the cost to change the travel arrangements. This change fee is to be made payable directly to AIME's travel management partner. T2M and/or AIME's travel management partner will notify the buyer the total costs to be incurred before proceeding with any change. All travel change charges will be charged to the credit card submitted at the point of registration.

## 4c. Return transfers

T2M will provide the Hosted Buyer (where applicable) with return transfers from Melbourne Airport to their accommodation (booked by T2M) in Melbourne, Australia as per the transportation schedule.

## 4d. Accommodation

T2M will provide the Hosted Buyer with the offered number of night's accommodation in Melbourne. The number of nights will be dependent on the destination that the buyer is travelling from.

NOTE: Hosted Buyers residing in the state of Victoria, Australia will not be provided accommodation in Melbourne, unless specified otherwise by T2M. If required, Victorian based Hosted Buyers will be accommodated for a maximum of 2 nights.

International buyers will be provided with 3, 4- or 5-nights complimentary accommodation whilst Australian buyers (not residing in the state of Victorian, Australia) will be provided with 2- or 3-nights' accommodation.

This will be on a room only single occupancy basis at any of our hotel partners. T2M will not be responsible for extra room costs incurred during the stay. Any incidentals (e.g.

minibar/laundry/breakfast etc.) must be settled by the Hosted Buyer on check out. Any room upgrades, or complimentary incidentals will be solely at the discretion of the hotel management.

# 5. CANCELLATIONS & NO SHOWS

# 5a. Cancellation of attendance Hosted Buyers

International and National Hosted Buyers may cancel their attendance to the exhibition with no

penalty on or before 15<sup>th</sup> November 2019, unless a flight has been booked in agreement with the Hosted Buyer. If the Hosted Buyer has a flight confirmed and has agreed to the terms of a flight, the



full cost of the flight will be charged. After the 15<sup>th</sup> of November 2019, the following cancellation charges will apply:

- Cancellations received between the 15<sup>th</sup> November 2019 and 16<sup>th</sup> December 2019, National Hosted Buyers will incur a fee of AUD\$1,000.00 and International Hosted Buyers will incur an AUD\$1,500.00 fee.

- Cancellations received between 17<sup>th</sup> December 2019 and 2<sup>nd</sup> February 2020, National Hosted Buyers will incur a fee of AUD\$1,500.00 and International Hosted Buyers will incur an AUD\$3,000.00 fee.

- Cancellations received between 3<sup>rd</sup> February till 15<sup>th</sup> February 2020, all Hosted Buyers will incur a fee of \$5,000.00AUD.

## 5b. Medical cancellations

Any buyer who cancels due to medical reasons must provide a medical certificate within 48 hours of notification or the buyer will be charged cancellation fees (see section 5a.). All medical certificates must be in English, not handwritten and with an official stamp and signature from their Doctor. All medical certificates are to be emailed to your Hosted Buyer Manager.

#### 5c. Replacements

Accepted invitations to Hosted Buyers are non-transferable. In instances where a Hosted Buyer needs to cancel their participations prior to 15<sup>th</sup> November 2019, they may request that a colleague from their organisation attends as a replacement. This is on the condition that the replacement complete the Buyer registration form and is accepted by the Hosted Buyer Manager. The replacement buyer can only be accepted into the same program as the original buyer. If the replacement is accepted and qualified prior to 15<sup>th</sup> November 2019, a cancellation fee may not apply to the original buyer, unless the flight has been confirmed. Flight change fees and/or cancellation fees will apply.

If the replacement is made after the 15<sup>th</sup> November 2019, a replacement fee of AUD\$250 will be incurred along with any flight cancellations or change fees. If the replacement is not accepted, the usual cancellation charges will apply to the original hosted buyer (please see section 5a.). These cancellation charges will be calculated based on the date of the original request. Any additional charges incurred by T2M due to the replacement buyer will be passed on to the original Hosted Buyer.

## 5d. Significant shortfalls

A significant shortfall by the Hosted Buyer on their minimum commitment with respect to attending appointments, education and networking events shall be treated by the show team as a "shortfall" The National Hosted Buyer will incur a "shortfall" fee of AUD\$1,000.00 and the International Hosted Buyer will incur a fee of AUD\$2,000.00.

If appointment shortfall equates to 80% or less of the Hosted Buyer's minimum commitment, "shortfall" fees will apply.

#### 5e. 'No show'

Both National and International Hosted Buyers who do not inform the show team of their cancellation prior to 3<sup>rd</sup> February 2020 and do not attend the event, or are reported as a no show by exhibitors, airlines or hotels will incur a no-show fee of AUD\$5,000.00.

#### 5f. Fees

Cancellation of attendance fees, shortfall fees, no show fees and travel change fees shall be payable by the Hosted Buyer.

Cancellation of attendance fees, shortfall fees, no show fees and travel change, or cancellation fees will made payable immediately when the cancellation, no show, travel changes or cancellations, shortfalls occur.



T2M shall take payment from the Hosted Buyer's credit card (details of which must be provided by the Hosted Buyer on registration) immediately at time of cancellation, no show, shortfall or travel change occurs. T2M will provide the Hosted Buyer with a tax receipt in respect of such credit card charges.

## 5g. Agreement

The Hosted Buyer agrees that the above fees and charges are a reasonable pre-estimated amount of the typical loss which would be incurred by T2M in the event of the Hosted Buyer breaching these terms and conditions.

## 6. Exclusion of liability

## 6a. Talk2 Media and Events takes no responsibility:

- For the International or National Hosted Buyer who miss their flights/travel arrangements.

- For the insolvency or failure of any airline company, hotel, ground handling company or other supplier; for flight/travel cancellation or delay.

- If the Hosted Buyer is refused permission to board the aircraft or other mode of transport or is refused entry to any country.

- For any delay or loss of baggage or excess baggage charges – any subsequent dispute shall be directly between the Hosted Buyer and the airline.

- For hotel expenses (excluding the cost of the hotel room only for Hosted Buyers) which must be settled with the hotel prior to departure.

- Any replacement travel arrangements and other costs incurred in relation to the above will be at the expense of the Hosted Buyer, airline, ground handler or hotel where appropriate.

#### 6b. Insurance

The Hosted Buyer must obtain their own adequate travel insurance coverage for their entire stay. It is recommended that Hosted Buyers take out adequate travel, baggage and medical insurance to cover the instances referred to in section 5a, their attendance at the event.

T2M do not provide any insurance for Hosted Buyers. It is solely at the responsibility of the Hosted Buyer to insure themselves over the adequacy of their insurance cover before attending either the event.

#### 6c. Visa and other individual requirements

Visa requirements, travel permits, other licences and inoculations will be the sole responsibility of the Hosted Buyer including any necessary costs incurred. The Hosted Buyer Manager will be happy to assist with support letters only.

## 6d. Talk2 Media and Events liability to the buyer

T2M's liability to the Hosted Buyer or in respect of their attendance at the exhibition under these terms and conditions whether in contract, tort or otherwise shall not exceed AUD\$5,000.00.

## 7. Force Majeure

## 7a. Loss, damage or delay

T2M, it's agents, it's employees and its subcontractors shall not be liable for any loss, damage or delay if resulting from any of the following would make it impossible or inadvisable for T2M to hold the exhibition at the time and place provided. T2M, it's agents, it's employees and its subcontractors shall also not be liable for any loss, damage or delay if resulting from any of the following would make impossible to get the Hosted Buyer's to the Exhibition or to provide flights, hotels, transfer appointments, event or other services to Hosted Buyers.



Acts or 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, communicable diseases; any other circumstances outside T2M or it's subcontractor's control. T2M reserves the right to reschedule the exhibition at another date and/or at an alternative site.

## 7b. Loss of profit, business or revenue

T2M shall not be liable to the Hosted Buyer in contract, tort or otherwise for any 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 the Hosted Buyers attendance at the exhibition.

## 7c. Death or personal injury

T2M shall not be liable for the death or personal injury of any Hosted Buyer save where such liability cannot be excluded under Australian law.

# 8. Melbourne City Experience

Melbourne City Experience tours are organized and managed by Melbourne Convention Bureau Ltd. - Tours are subject to change at the discretion of the organisers

- The organisers of the Melbourne City Experience and the AIME show team reserve the right to determine if a Hosted Buyer may participate in a tour and may change their participating tour at any time.

- Melbourne City Experience Tours along with the Hosted Buyer and Hosted Media cocktail event are invitation only events. Invitations are distributed to Hosted Buyers at the discretion of the organiser.

- All invited Hosted Buyers attending a Melbourne City Experience Tour will be required to be in Melbourne by Sunday 16<sup>th</sup> February 2020.

- Melbourne Experience City Tours are non-transferrable and changes are not permitted once the tour has been confirmed and communicated to the Hosted Buyer.

# 9. General Information

**9a.** Receiving an invite, submitting an expression of interest form or completing the registration form to become a Hosted Buyer at the exhibition does not automatically guarantee a place on the Buyer program. Applicants will be notified by T2M if their application is successful. T2M's decision is final. Only one invite form may be accepted by each proposed participant and only the first application form will be accepted. Applicants must be aged 18 or over.

**9b.** Successful applicants will only be accepted as Hosted Buyers if they have read and agreed to these terms and conditions along with the admissions policy. All relevant boxes must be ticked on the online application form and all buyers must provide valid credit card details.

**9c.** All sections of the application form must be completed. Failure to do so will result in the application not being processed and become void.

**9d.** All applicants for the Hosted Buyer program are to supply their own credit card details as part of their application. A credit card validation fee of AUD\$1 will be deducted and is required to validate the credit card details required. A receipt will be provided.

**9e.** Any persons accompanying the Hosted Buyer (such as spouses or family) are not included in any offers regarding the Buyer program and are not covered by any of the above. T2M accepts no liability regarding these persons and by agreeing to this agreement, the Hosted Buyer accepts that there is no



liability.

**9f.** These terms and conditions any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them, the validity and performance hereof or their formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with Australian Law (save that the conflicts of law principles will be expressly excluded). The parties hereby irrevocably acknowledge and agree that the courts in the state of Victoria (Australia) shall have exclusive jurisdiction in respect hereof.

**9g.** By agreeing to these terms and conditions, you are consenting under all Australian Law data protection legislation to the show team 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 travel operators, hotels and exhibitors in connection with your attendance at the event. In addition, we may use your details to invite you to other events organized by T2M or its group to offer you other relevant products and services supplied by T2M group or third parties.

## 10. GST

Except where express provision is made to the contrary, and subject to this clause, any amount that may be payable under the Contract is exclusive of any GST. If a party makes a taxable supply in connection with this Contract for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

## 11. Acknowledgement

The Buyer acknowledges that it has made an independent evaluation of the terms and conditions of this Contract and all information provided to it by T2M in relation to AIME 2020 event and that it has verified or will verify all information upon which it intends to rely to its own satisfaction and that the Organiser gives no warranty as to the accuracy of any such information. The Buyer acknowledges that it is bound by these Terms & Conditions by virtue of:

- (a) completion and acceptance of the application form by any ostensibly authorised person;
- (b) payment of any sum due under this agreement; or
- (c) participating as a Buyer in AIME 2020 event

# 12. Severability

If anything in this agreement is unenforceable, illegal or void then it is severed, and the rest of this agreement remains in force and effective.

## 13. Governing laws

The laws of the State of Victoria will apply to this Contract and any dispute or court proceedings must be heard in the State of Victoria.

## 14. Privacy

14.1 It is a condition of participation as a Hosted Buyer that your contact details may be forwarded to approved service providers appointed by T2M to enable the service providers to engage in direct marketing with to arrange essential goods and services Please refer to T2M privacy policy on www.talk2.media.

T2M collects information from buyers, customers and attendees and provides personal information to third parties for marketing purposes in full compliance with Australian privacy law. We facilitate



exposure of organisations and business to new customers and clients for marketing purposes subject to the following constraints and conditions:

(a) We do not agree to obtain consent from individuals to facilitate you to engage in marketing activities. We disclose information to you for direct marketing on the basis that you agree to comply with the general obligation under the Privacy Act to obtain consent prior to using the information collected from third parties prior to engaging in direct marketing communication to the individual.

(b) If an individual requests us to not provide information to third parties we are prohibited from supplying that information to third parties for marketing purposes.

14.2 By attending the event or any associated event, you consent to T2M and their partners using event photography and video in which you may appear for future marketing.