

## E-Commerce One to One New Zealand 2017 Delegate Agreement:

- By completing and returning this form to E-Commerce One to One Communications I agree to be bound by the 'delegate agreement' and 'booking conditions'. Participation at the E-Commerce One to One Summit is free of charge and by invitation only. I understand that this form constitutes a contractual booking and if I cancel my place at E-Commerce One to One New Zealand on or after June 29th 2017 a cancellation fee of \$1,000USD will be charged.
- These cancellation charges are an accurate estimate of loss suffered by E-Commerce One to One including the administration resulting from last minute changes and replacement of delegates. Cancellations must be received in writing. You will receive confirmation of your cancellation.
- Please note: This invitation has been extended to you as a representative of the company stated above. If you are no longer employed by the above company your invitation to E-Commerce One to One Summit is no longer valid. Please contact the E-Commerce One to One Team via the contact details at the bottom of this page if you have moved to a new company. If appropriate, we will extend a new invitation to you representing your new employer.
- Accommodation, conference pass and meals during the summit are provided free of charge. However you are responsible for your travel to and from the summit and any additional food / drinks you may consume outside of the scheduled functions or any purchases made from the shops, golf course, spa etc. The information provided above is confidential and will be used strictly for administrative purposes in relation to your participation at E-Commerce One to One Summit.

### Booking conditions

#### 1. Definitions

**1.1** In these terms and conditions, the following terms have the following meanings:

"Company" The employer of the Delegate and named on the booking form  
"Delegate" Any person who attends the Event.  
"Event or Summit" The E-Commerce One to One Summit  
"Networker" Any company, firm or person who is sponsoring the Event.  
"Organisers" Comexposium.  
"Package" The facilities offered during the Event to include standard accommodation, meals, drinks & conference sessions.

#### 2. Law and Jurisdiction

**2.1** These terms and conditions shall be governed by and construed in accordance with Australian law and any disputes resulting from an interpretation of these terms and conditions shall be settled by Australian Court.

#### 3. Applications to attend an Event

**3.1** Applications to attend an Event must be made on the Organisers' official booking form, which must be completed in full. The Organisers may accept applications in writing or by facsimile, at their sole discretion, and on the understanding that these terms and conditions apply to any such application. No alterations to these terms and conditions can be accepted without the written consent of the Organisers.

#### 4. Cost

**4.1** Subject to clauses 6 and the payment obligations under clause 4.3, the Delegate will attend the Event free of charge.

**4.2** The Event will include all the facilities more specifically set out in the Contract.

**4.3** The Delegate will be charged and will pay the venue directly during the Event for all goods and services not included in the delegate package. The Company agrees to keep the Organisers indemnified against the loss resulting from the Delegate's unpaid venue accounts at the time of departure and will pay such sums to the Organisers within 15 days of written demand.

#### 5. Contract and Termination

**5.1** On the acceptance of the official booking form by the Organisers, a contract relating to the Event will exist between the Organisers and the Company. In case of non-payment of any sum due from the Company, whether legally demanded or not, or of the breach, or non-observance, by the Company or the Delegate of any of these terms and conditions, or any regulations to be observed by the Company or the Delegate, the Organisers shall have right to terminate the contract and to refuse passage to the Delegate or attendance of the Event by the Delegate without prejudice to the right to recover all sums payable by the Company and all other claims against it, and any loss or damage sustained by the Organisers.

#### 6. Withdrawal or Cancellation by Company or Delegate

**6.1** In the event of withdrawal or cancellation by the Company or Delegate from the Event. The Company will be liable to pay the amounts specified overleaf.

**6.2** Any notification of withdrawal or cancellation by the Company and/or Delegate must be in writing and sent to the Organisers by recorded delivery post. Cancellation will be deemed to have occurred when written notification has been received by the Organisers.

#### 7. Occupation of Area

**7.1** Every Delegate must occupy the accommodation allocated them on arrival on the first day of the Event. Any Delegate failing to do so will be deemed to have cancelled this Contract, in which case the terms and conditions relating to withdrawal or cancellation will apply and the

#### 8. Insolvency

**8.1** In the event of the Company becoming insolvent, or going into liquidation, or having an administrator or receiver appointed, or entering into a voluntary arrangement, the contract with it may be terminated at the option of the Organisers and the provisions of clause 6 will apply.

#### 9. Prohibition of Transfer

**9.1** The Company may not transfer the booking from one named Delegate to another without the prior written consent of the Organisers. The provisions of clause 6 will apply where a Delegate named on a booking form does not attend the Event. The Organisers reserve the right to refuse passage and attendance to the Event to a replacement individual who is not the named Delegate where consent has not been given in accordance with the provisions of this clause.

#### 10. Postponement or abandonment

**10.1** The Company shall not have any claim against the Organisers in respect of any loss or damage consequent upon the failure for whatever reason to hold any part of the Event or of the venue at which the Event is scheduled to take place becoming wholly or partially unavailable for the holding of the Event. If by re-arrangement or postponement of the period of the Event, or by substitution of another ship for the holding of the Event, or any other reasonable manner, the Event can take place, the contract between the Organisers and the company shall remain in force.

#### 11. Insurance

**11.1** The Organisers are not responsible for the safety of any property of the Company or Delegate, or for its loss, damage or destruction or for any loss or damage sustained by the Company or the Delegate, in each case for any reason whatsoever. No responsibility can be accepted by the organisers for any consequences arising from postponement or abandonment of the Event. The Company should take out its own insurance to cover all liabilities and risks.

#### 12. Dangerous Materials

**12.1** Explosives, detonating or fulminating compounds, and all dangerous or harmful substances, including priming, fireworks etc are excluded from the Event.

#### 13. Fire Precautions

**13.1** The Company and the Delegate must comply with any reasonable instructions given by the venue or any other authority regarding fire precautions.

#### 14. Information and Copyright

**14.1** Information supplied by the Organisers in relation to any event is accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation by the Organisers and any inaccuracy or mistake in such information or omission from it shall not entitle the Company to cancel its booking.

**14.2** Unless stated otherwise, all information and data relating to the Event, which is supplied by the Organisers to the Company, is for use by that Company only, is the copyright of the Organisers and cannot be passed on to any third party for any purpose.

#### 15. Exclusion

**15.1** The Organisers reserve the right to exclude or remove from the Event any person whose presence, in the opinion of the Organisers, is or is likely to be undesirable or may put the safety and wellbeing of the other passengers at risk.

#### 16. Meal Times

**16.1** Delegates must vacate the meal areas when requested to do so by the venue or the Organisers. Failure to vacate tables may be deemed by the Organisers to be a breach of these terms and conditions.

#### 19. Data Protection

**19.1** The Company acknowledges that the Organisers will be entitled to use

accommodation may be offered to a new or existing Delegate.

the Company and Delegate details in accordance with the Organiser's privacy policy. Details of this are available on request or at <http://www.E-Commerce One to Oneconnection.com/Privacy.aspx>