

IDP Education Pty Ltd

Terms and Conditions of Participation in IDP Events

May 2010



A. Statement of Purpose

IDP provides Events to Participants with the following aims:

- a) position Australia as the first choice for international students;
- b) provide Participants with an opportunity to recruit international students;
- c) provide branding opportunities for Participants;
- d) develop and strengthen links between Participants and government agencies; and
- e) showcase a range of complimentary services required by international students.

B. Scope

These Terms & Conditions apply to any promotional event organised by IDP and will include all exhibitions, road shows, open days, conversion events, fairs, interview programs, study tours, information days, information sessions, seminars, visits, exhibition series, expos, and specialised promotions etc ('Event').

C. Terms & Conditions

1. Definitions

In these Terms & Conditions:

'**Booth Sharing**' means one Space shared by more than one Participant.

'**IDP**' means IDP Education Pty Ltd (ABN 59 117 676 463) and any related body corporate (as that term is defined in the Corporations Act 2001 (Cth)); and any entity that is connected with the Company or any other member of the Group by a common interest in an economic enterprise, for example a licensee.

'**Event**' has the meaning outlined under **section B**.

'**Participant**' means an education institution that has a current client business agreement with IDP which may also cover the offshore campuses and contractors of that education institution. Existence of a current client business agreement will enable that education institution and offshore campuses and contractors of that education institution to apply for Space at any Event.

'**Participation Fee**' means the fee charged by IDP for participation in an Event inclusive of GST.

'**Space**' means the area allocated to the Participant by IDP.

'**Leads**' means a potential new student who has registered via IDP for the event

'**Withdrawal in Part**' means the Participant withdraws from a segment of the event

2. IDP's Responsibilities

2.1 At the sole discretion of IDP, IDP will:

- a) allocate Space to Participants in accordance with the overall design of the Event venue and any other special circumstances;
- b) provide directions to Participants which IDP considers to be reasonable for the effectiveness, security and integrity of the Event;
- c) will reject or remove any Participant display or take necessary steps to stop any disturbance during the Event and may eject from the Event any Participant's representative who acts in breach of these Terms & Conditions.

2.2 IDP will arbitrate all complaints and matters raised either by the public or Participants in relation to Events.

2.3 IDP will use its best endeavours to ensure the security and safety of Participants and visitors to the Event venue. IDP shall not be held responsible for any injury to participants or loss, theft or damage to exhibits or articles during the Event.

- 2.4 IDP is not responsible for the correct operation of any of the technical installations/equipment or parts thereof provided by the Participant or by any party to a Participant at any Event.

3. Participant's Responsibilities

3.1 Direction from IDP

Participants will abide by the directions provided by IDP regarding the Participant's display or conduct during any Event.

3.2 Use of Space at any Event

The Participant:

- a) will not sublet or assign its Space to other parties either wholly or in part and will not exchange its Space with any other Participant without the prior written consent of IDP;
- b) will not mount and dismantle displays outside the hours specified by IDP;
- c) the Space will be staffed by the Participant at all times during the opening hours of the Event;
- d) must comply with all current Workplace Health and Safety Standards and all laws covering the erection of the displays while participating in an Event;
- e) may only place displays including all structure, equipment and materials within the confines of the Space;
- f) will ensure that the Participant's displays and demonstrations reflect the aims (see Section A) of the Event; and
- g) will ensure the Participant's use of Space does not reflect adversely upon other Participants.

3.3 Conduct at Event

The Participant:

- a) must maintain the dignity and atmosphere of the Event consistent with the Event's aims (see Section A);
- b) must distribute Participant Event materials to the public from within or directly in front of the Space;
- c) must ensure that the method of distribution does not inconvenience the public or other Participants;
- d) must not undertake advertising or distribution of Event materials outside the Event venue or in the immediate vicinity of the Event venue; and
- e) must not place additional signage on the Event fascia board without the prior written approval of IDP.
- f) will make all arrangements, accept all responsibility for and meet all costs for the supply and disposal or return of exhibit items, including packaging, documentation, freight handling, insurance, customs clearance, import duties and other taxes.
- g) must not distribute or advertise non-educational material at an Event without the prior written permission of IDP;
- h) must ensure that microphones, sound amplifiers and audio-visual demonstrations used or conducted by Participants cause no nuisance to other Participants or the public visiting the Event. IDP will use its sole discretion to determine whether a nuisance has been caused by a Participant; and
- i) any filming, sound or video recording, telecasting or broadcasting at the Event will only be made with the prior written approval of IDP.

3.4 Students referred to Participants at an Event

The Participant is obliged to pass on to IDP all applications and 'Leads' generated at an Event. IDP will use its best endeavours to turn each lead into a finalised application.

4. Insurance

4.1 The Participant must:

- a) take out and keep current public liability insurance for the period of the Event for an amount not less than A\$5,000,000 covering all public liability risks arising from participation in the Event;
- b) provide a certificate of currency for that insurance to IDP prior to the Event; and

- c) seek professional advice concerning the level and type of insurances that should be taken out and take out any additional insurances recommended.

5. Participation Fee

5.1 Invoices

All invoices provided by IDP to the Participant for the Event are payable within the terms of the invoice and prior to the Event. The basic participation fee is inclusive of the following minimum services:

- a) venue and facilities;
- b) one (1) allocated Space per Participant per venue;
- c) promotion by IDP of one (1) Participants nominated brand;
- d) co-ordination and support of the Event;
- e) promotion and generic advertising of the Event;
- f) in country briefings where applicable;
- g) refreshments on Event days;
- h) follow-up of Leads by IDP counsellors;
- i) production of a post Event report; and
- j) attendance by IDP staff at each Event;
- k) A maximum of 3 representatives per "Space"

5.2 Additional Optional Cost

Participants may request the following additional facilities:

- a) Extra tables: each extra table per venue will be charged at \$A1,000 or \$A500 per venue to be determined by the IDP organiser
- b) Institution seminars: each seminar will be charged at \$A600 per half (½) hour per venue including seminar space and LCD equipment if required. This differs from IDP Career Seminars which institutional representatives volunteer to deliver.
- c) Other additional options will be stated in the individual country marketing proposals and made available on request at a fee.

6. Booth Sharing

6.1 If Participants wish to share a Space at an Event:

- a) prior written approval is required by IDP and special conditions apply;
- b) each Participant sharing the Space is entitled to market their individual brand;
- c) Booth Sharing is limited to two (2) brand names per Space. Both brand names will appear in the exhibition profile, be marketed in all advertising prior to and during the Event and may be displayed on banners in the Space;
- d) Booth Sharing will incur an additional 20% charge over and above the usual cost for participation per Space at each venue; and
- e) Participants are jointly and severally liable for any monies owing for Booth Sharing. The invoice and any communication regarding the shared Space will be sent to the Participants making the booking.
- f) Both participants must book and indicate the booth share option on their bookings

6.2 The Participant is not liable for a booth sharing fee, provided that there is only one banner in the booth displaying the one brand name and provided all advertising regarding the promotion is limited to the one brand name.

7. Withdrawal & Cancellation of Booking by Participant

7.1 If a participant wishes to withdraw from the event, written notice must be given to IDP. Withdrawals will not be deemed received until the participant has received written confirmation of their withdrawal from IDP.

- 7.2 If a Participant withdraws in whole or in part from an Event 15 days prior to the first day of the Event, the Participant will be liable for payment of 100% of the Participation Fee.
- 7.3 If a Participant withdraws in whole or part from an Event 16 or more days and less than 30 days prior to the first day of the Event, the Participant will be liable for payment of 50% of the Participation Fee.
- 7.4 If a Participant withdraws in whole or part from an Event more than 30 days prior to the first day of the Event, the Participant will be liable for 10% payment of the Participation Fee.
- 7.5 At all times, the Participant is liable for all of the non-refundable expenses paid by IDP expressly on behalf of the Participant at the request of the Participant.

8. Cancellation or Variation of Event

- 8.1 IDP reserves the right to change the venue and duration of the Event in exceptional circumstances.
- 8.2 IDP may cancel the Event due to any cause outside of the control of IDP or due to insufficient interest in the Event.
- 8.3 If the Event is cancelled by IDP, IDP is not liable to refund the Participation Fee but may decide to refund either part or all of the Participation Fee depending upon the timing and circumstances of the cancellation.
- 8.4 When unanticipated circumstances outside of IDP's control result in the cancellation of the Event, IDP may in its absolute discretion, request that all the Participants in the Event pay a proportion of the non-recoupable costs already incurred by IDP in relation to the Event (total net costs) within 30 days of receipt of an invoice from IDP.

9. Force Majeure

IDP shall not be liable to the Participant for any losses, damages or expenses arising out of total or partial failure of the supply of services referred to in the IDP marketing documentation for the Event caused by industrial action, riots, civil commotion, lock out, accident, force majeure, blackouts or any other cause beyond the control of IDP. In the event of a total or partial failure of any services or as a result of any of the above mentioned causes the Participant shall not be entitled to a refund.

10. Liability & Indemnity

- 10.1 IDP is not liable for any:
 - a) loss or damage whatsoever to exhibits, displays or goods arising as a result of loss, damage, theft, fire, water storms, industrial action, riots, civil commotion or any other cause whatsoever; or
 - b) loss or damage whatsoever to exhibits, displays or goods arising as a result of direct interference, negligent act or omission of the Participant; or
 - c) damages claimed by any person or persons who may be injured whilst in any Space or area of the Event allotted or under the control of the Participant or as a result of any omission or act of neglect or default of the Participant.
- 10.2 The Participant agrees to indemnify IDP against all actions, claims, demands proceedings, costs, losses, damages and expenses (collectively referred to as actions) of whatsoever nature arising out of or in connection with participation or proposed participation in the Event or in the use or occupation of the Space allocated by IDP or from anything owned, operated, exhibited, displayed, demonstrated by or under the direct or indirect control of the Participant. The indemnity shall include any costs incurred by IDP in defending such actions and any costs incurred in being represented at any proceedings arising out of any injury or inquest.

11. General

- 11.1 IDP shall make every effort to ensure the information in its marketing documentation is accurate and up to date.
- 11.2 IDP reserves the right to refuse participation by a Participant in an Event based on outstanding debts for participation in previous Events.
- 11.3 IDP reserves the right to amend the Participation Fee for Events from the amount previously advertised.

- 11.4 IDP may make arrangements with or recommend appropriate organisations for the supply of freight, accommodation and transport services for the purposes of the Event. IDP does not, however, accept any liability for any injury or loss that a Participant may suffer or incur arising out of or in any way connected to a Participant choosing to take advantage of those arrangements.
- 11.5 All applications for participation shall be made on the IDP booking website. The submission of the booking shall be deemed to be confirmation and acceptance of these Terms & Conditions. Bookings will be taken in order of receipt.
- 11.6 Maximum and minimum numbers apply to Events. IDP accepts bookings from Participants on a first-come, first-served basis. In the event that the maximum numbers are reached prior to the closing date of bookings, the maximum number takes priority. Bookings can be taken after maximum numbers are reached, for placement on a waiting list. Participants should request being placed on a waiting list and will be advised if a Space becomes available.
- 11.7 Participation by agents of the Participant is not permitted. Other representatives of the Participant may at the discretion of IDP participate in Events and if approved by IDP will be indicated in the marketing documentation.
- 11.8 Participation of non-IDP clients will be at the discretion of IDP.
- 11.9 The Participant shall be liable to pay to IDP all legal costs, charges and expenses which IDP may incur in enforcing or seeking to enforce these Terms and Conditions or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by the Participant.
- 11.10 IDP will decide all cases not covered by these Terms and Conditions.

12. Supplementary Terms and Conditions

Whenever necessary, IDP shall have the right to issue supplementary terms and conditions of participation to ensure the smooth management of the Event. This includes any supplementary Terms and Conditions applied by the IDP organiser which will be stated in the individual Country marketing proposal. Any supplementary terms and conditions shall form part of these Terms and Conditions and be binding on the Participant.

13. Privacy

Personal information on your booking may be used by IDP to advise you of all future events. IDP's privacy policy can be viewed on www.idp.com

14. Governing Law

These Conditions shall be governed and construed in accordance with the laws of the Victoria (Vic) and the Participant hereby agrees that where any actions or proceedings are initiated and taken in Australia, the Participant shall submit to the non exclusive jurisdiction of the Courts of Victoria.

Date: 15th July 2010