



## **HOSTED BUYER PROGRAM TERMS & CONDITIONS**

Please read the terms and conditions of acceptance carefully.

- 1 The ABEE 2011 Hosted Buyer Program is reserved for key decision makers, managers, organisers and/or influencers involved in special events, meetings, conferences, exhibitions or incentive travel in Australia. In the interest of delivering a high quality Hosted Buyer Program, every application will be reviewed against the ABEE Hosted Buyer qualification criteria. Please refer to the qualification criteria for complete details on eligibility.
- 2 By accepting the offer of Business Events Sydney to participate in the Australian Business Events Expo Hosted Buyer Program, I agree to the terms set out in this release.

### **3 ABEE Hosted Buyer Program**

#### **3.1 Participation as a ABEE Hosted Buyer includes:**

- Return economy flights to Sydney from Australian and New Zealand ports serviced by Qantas. Group flights will be arranged by Business Events Sydney.
- 3 nights accommodation in 4/5 star in a Sydney hotel
- All meals, transfers and activities as stated in the ABEE Hosted Buyer Program itinerary
- 1 day entry to the Australian Business Events Expo
- Pre-scheduled one-on-one appointments with exhibitors of your choice (minimum of 10 appointments)
- Business Events Leadership Forum
- Your choice of 1 MEA Seminar (optional)
- Access to Sydney's Event Showcase (formally known as RSVP Sydney)
- Hosted Buyer Lounge access
- Personalised online diary management and messaging service
- Full day Sydney Showcase to gain first-hand experience of the products and services available
- A range of social networking functions including a ticket to the official After Dark Party
- Regional NSW Showcase post-extension (optional)

#### **3.2 As a condition of receiving complimentary services from the Australian Business Events Expo, Business Events Sydney and Qantas, Hosted Buyers will be required to:**

- Actively participate in all components of the Hosted Buyer Program including attending all site inspections and functions, pre-schedule appointments and forums as outlined in the ABEE Hosted Buyer Program itinerary.
- Conduct a minimum of ten (10) pre-scheduled appointments. If you are unable to attend an appointment, you are required to re-schedule directly with the exhibitor.
- Conduct pre-schedule appointments individually.

Failure to comply with the conditions stated above may result in exclusion from the ABEE Hosted Buyer Program. This shall be treated by Business Events Sydney as a no show and penalties will apply (refer to the cancellation policy below).

#### **3.3 Australian Business Events Expo and Business Events Sydney cannot be held liable for any incidental charges incurred during your stay. Program exclusions include:**

- Meals, beverages and room service other than those provided by the program;
- Telephone calls; business services – faxes, photocopying, freight;
- Dry cleaning and laundry service; mini-bar and in-room movie charges; health club, hairdressing and spa;
- Tours/activities that are additional to the program;
- Souvenirs
- Excess luggage fees
- Travel insurance
- Visa application fees (if applicable)



- 3.4 Business Events Sydney will provide the Hosted Buyer with return flights to Sydney from Australian and New Zealand ports serviced by Qantas. These will be a standard economy fare. No upgrades are available. Frequent flyer points cannot be earned or accumulated for these flights. Group flights will be arranged by Business Events Sydney. Travel change requests will be reviewed on a case by case basis. Business Events Sydney reserves the right to charge the Hosted Buyer for any travel changes, to cover administration and airline amendment fees. Business Events Sydney will notify the buyer of the total costs before proceeding with any travel changes.
- 3.5 Business Events Sydney will provide three (3) nights accommodation in 4/5 star accommodation in Sydney. This is on a room and breakfast basis. Any additional room nights or hotel incidentals are at the buyers expense and must be settled upon checkout. Buyers will be responsible for providing credit card details upon check in as a guarantee. Room upgrades will be at the discretion of hotel management.

#### **4 Cancellation Policy – by the Hosted Buyer**

- 4.1 Accepted invitations to Hosted Buyers are non-transferable. In instances where the Hosted Buyer is no longer able to attend, they may request that a colleague from their organisation attends as a replacement. This is subject to the replacement completing the Hosted Buyer application form and BESydney confirming that the proposed replacement meets the qualification criteria. Prior to 8 July 2011, a cancellation fee will not apply to the original buyer unless flight details have been confirmed. If the replacement request is received after 8 July 2011, cancellation charges will apply. If the replacement colleague does not qualify to attend, cancellation charges will apply to the original buyer.
- 4.2 Whilst it is not encouraged, Hosted Buyers may cancel their participation in the ABEE Hosted Buyer Program without penalty on or before 8 July 2011, unless flight details have already been confirmed. Cancellations received after this date, or where flight details have already been confirmed will incur the following penalties:
- Cancellations received between 8 July 2011 and 22 July 2011 – A\$200 fee plus any flight cancellation charges
  - Cancellations received after 22 July 2011 – A\$500 fee plus any cancellation charges incurred from confirmed itinerary arrangements such as flights, accommodation and educational seminars.

All cancellations must be received in writing by Business Events Sydney via email ([accessNSW@BESydney.com.au](mailto:accessNSW@BESydney.com.au)) and must be acknowledged by Business Events Sydney to be effective.

- 4.3 Hosted Buyers who do not inform Business Events Sydney of their cancellation and do not participate in the program will be deemed a No Show. The following no show penalties will apply:
- A\$500 fee plus any cancellation charges incurred from confirmed itinerary arrangements such as flights, accommodation, educational seminars and networking functions.
- 4.4 Should the Hosted Buyer fail to meet the minimum commitment as outlined above in section 3.2, they will be excluded from the program and deemed a No Show. The No Show penalties will apply.
- 4.5 The Hosted Buyer shall pay any applicable cancellation fees, no show fees and travel amendment fees to Business Events Sydney upon receipt of invoice. The Hosted Buyer agrees these penalties are a reasonable re-imbusement estimate for the impact on Business Events Sydney in the event of the Hosted Buyer breaching these terms and conditions.

#### **5 Liability Waiver**

- 5.1 I understand that reference in this agreement:
- a. to Business Events Sydney include organisations affiliated with Business Events Sydney, including without limitation the officers, directors, managers, employees, agents or contractors of Business Events Sydney of those organisations; and
  - b. to me include my heirs, distributees, guardians, legal representatives or assigns.

5.2 I agree and acknowledge that:

- a. Business Events Sydney has assisted to coordinate certain travel arrangements and related services (the Travel Services) on my behalf;
- b. Business Events Sydney will not arrange any insurances for me or on my behalf in connection with the Travel Services;
- c. that in connection with the Travel Services it is prudent for me to insure against:
  - i. death or injury howsoever caused;
  - ii. loss of or damage to property; and
  - iii. liability, however arising, to third parties for death or injury or loss of or damage to property.
- d. Business Events Sydney is not itself a tour operator, travel agent, carrier or hotelier, nor do we own aircraft, hotels or coaches. We exercise every care in the selection of reputable tour operators, travel agents, airlines, coach operators, hotels, cruise line operators, and other suppliers of health services, etc or the various travel services which are used in these tours. It is important to note, therefore, that all bookings are subject to the terms and conditions and limitations of liability imposed by tour operators, travel agents, airlines, coach operators, hoteliers and other service providers including but not limited to shipping, rail, car hire and restaurant operators, whose services are utilised, some of which limit or exclude liability in respect of death, personal injury, delay and lost or damage to baggage.

***Business Events Sydney strongly recommend that you take out travel insurance against these risks.***

- e. Business Events Sydney always does its best to make sure that your tour arrangements are satisfactory. However, we cannot accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those tour operators, travel agents, airlines, coach operators, shipping companies, hoteliers or other persons providing services in connection with your tour pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon confirmation of the like) and over whom we have no direct or exclusive control.
  - f. Business Events Sydney do not accept any liability in contract or in tort for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by *force majeure* or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any authorities, accidents to or failure of machinery or equipment or industrial action (whether or not involving our employees and even though such action may be settled by acceding to the demands of a labour group).
- 5.3 I agree to release Business Events Sydney from any claim by me in respect of death or injury however caused or loss of or damage to property arising out of or in connection with the Travel Services including claims arising from the negligent acts or omission of Business Events Sydney.
- 5.4 I agree to indemnify Business Events Sydney against all losses, expenses, damages and costs incurred by or awarded against Business Events Sydney as a result of death or injury or loss of or damage to property caused by, or contributed to, by me in connection with the Travel Services.
- 5.5 If any part of this agreement is invalid, or unenforceable in a particular jurisdiction that part shall apply only to the extent lawfully possible or shall be excluded from the agreement in that jurisdiction but only to the extent of the invalidity or unenforceability, and it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.



## 6 General notes

- 6.1 All persons participating in this Hosted Buyer Program must be over the age of 18.
- 6.2 To enable the event to function in the best interests of both buyers and sellers, you agree that the information you provide to us (such as name, position, company, email and contact details) may be distributed to third parties participating in the hosted buyer program including exhibitors who have a schedule appointment with you.
- 6.3 I agree that any photos taken of me during the Hosted Buyer Program may be used for general sales and marketing purposes by Business Events Sydney.
- 6.4 The ABEE Hosted Buyer Program does not allow partners to attend and participate in the program.
- 6.5 Successful applicants will only be accepted as a Hosted Buyer after they have carefully read this document and indicated that they fully understand its contents, and that it is a release of liability of Business Events Sydney. Agreement to these terms and conditions by applicants is signified by applicants ticking the relevant T&C box on the online application form.