

CAPITAL-E MARKETING AND EVENTS PTY LTD, ACN 149 821 465
Terms and conditions for the sale of goods and supply of services

Along with the Contract, these terms and Conditions (“**Terms and Conditions**”) are the only terms upon which CAPITAL-e Marketing and Events Pty Ltd, ACN 149 821 465, is prepared to deal with the Customer and they will govern any and all agreements to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase agreement, order, specification or other document) unless otherwise expressly agreed in writing by the parties.

Each order by the Customer for the supply of Services by CAPITAL-e will be deemed to be an offer by the Customer to procure the provision of Services subject to these Terms and Conditions unless otherwise expressly agreed in writing by the parties.

1. Definitions

- 1.1. For the purpose of the Terms and Conditions, the following terms will have the following meaning:
- 1.1.1 “**Additional Project Costs**” mean all costs being additional to the Price, which are incurred by CAPITAL-e with respect to the provision of the Services.
 - 1.1.2 “**Business Days**” mean days on which banks are open to the public in Sydney, Australia and excluding Saturdays, Sunday and Public Holidays.
 - 1.1.3 “**CAPITAL-e**” means Capital E Marketing and Events Pty Ltd, ACN 149 821 465, providing Services to the Customer and will be taken to include its agents, representatives, directors, officers, employees, sub-contractors or consultants from time to time where the context permits.
 - 1.1.4 “**Confidential Information**” means any technical, scientific, commercial, financial or other information of, about or in any way related to CAPITAL-e, including any information designated as such by CAPITAL-e which is disclosed, made available, communicated or delivered to the Customer in connection with the Services.
 - 1.1.5 “**Contract**” means a contract for the provision of Services between the Customer and CAPITAL-e, which incorporates the provisions of these Terms and Conditions unless otherwise agreed in writing by the parties from time to time.
 - 1.1.6 “**Customer**” means the person or legal entity who has been issued a Contract and who then progresses to procure or receive the provision of the Services from CAPITAL-e.
 - 1.1.7 “**Force Majeure**” means any cause or circumstance beyond CAPITAL-e’s reasonable control, including but not limited to, any lack of production capacity or raw materials, strike, lock-out, labour dispute, terrorism, explosion, civil disturbance, emergency, fire, flood, act of god or public enemy, accident, malicious, or accidental damage, delay in transport, accident, endemic, war, breakdown in machinery or restriction, action or prohibition by any government or any semi-government authority or embargoes or the postponement of any event, Project or Service as a result of adverse weather or unsafe conditions.
 - 1.1.8 “**Intellectual Property Rights**” includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
 - 1.1.9 “**Invoice**” means a statement of cost detailing the Project costs and/ or any Additional Project Costs (or such portion of them) plus GST issued by CAPITAL-e to the Customer with respect to the Services.
 - 1.1.10 “**Liability**” means all claims, actions, expenses, losses, damages, proceedings, costs, expenses and liabilities whatsoever including but not limited to any damage to property or injury to or death of any person.
 - 1.1.11 “**Price**” means the total cost of the Services quoted or estimated in any proposal or Contract in Australian Dollars which is due to be paid by the Customer to CAPITAL-e as determined by CAPITAL-e from time to time. For the avoidance of doubt the Price will exclude GST and all Additional Project Costs.
 - 1.1.12 “**Project**” means the project or event for which the Customer has engaged CAPITAL-e to provide the Services.
 - 1.1.13 “**Project Date**” means the date the Project is due to take place.
 - 1.1.14 “**Project Value**” means the Price of the Project plus GST.
 - 1.1.15 “**Public Holiday**” means a day decreed to be a public holiday in Sydney, Australia including but not limited to all national holidays as stated by the Australian Government as well as NSW public holidays.
 - 1.1.16 “**Scope**” means the scope of the Services being procured by the Customer, as agreed between the Customer and CAPITAL-e.
 - 1.1.17 “**Services**” mean the services offered by CAPITAL-e from time to time including but not limited to the marketing and/ or management of Projects as agreed between the Customer and CAPITAL-e.
- 1.2. In these Terms and Conditions:
- 1.2.1 section headings are inserted for ease of reference only and will not form part of, nor be used in the interpretation of, these Terms and Conditions;
 - 1.2.2 words importing the singular will include the plural and vice versa, words importing a gender will include the other gender;
 - 1.2.3 a reference to a person will be construed as a reference to an individual, firm, body corporate or other entity (whether incorporated or not);

- 1.2.4 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.5 an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally; and
- 1.2.6 a reference to a statute includes its delegated legislation and a reference to a statute, legislation or delegated legislation or a provision of these includes consolidations, amendments, re-enactments and replacements.

2. Price, payment, provision of Services and changes in Scope

- 2.1. In placing an order with CAPITAL-e, the Customer permits CAPITAL-e to seek from credit reporting agencies a credit report to permit the granting of credit under the *Privacy Act 1988* (as amended) or similar legislation. CAPITAL-e reserves the right to grant or decline a credit facility to the Customer at its own discretion.
- 2.2. Unless CAPITAL-e requires security for the payment of the Project Value and the Additional Project Costs, the Customer agrees that payment for the Services are to be made as follows:
 - 2.2.1. 50 percent of the Project Value will be paid no later than 60 days before the Project Date, or immediately if the booking of the Project falls inside 60 days before the Project;
 - 2.2.2. the outstanding 50 percent of the Project Value will be paid no later than seven Business Days before the Project Date; and
 - 2.2.3. any Additional Project Costs will be invoiced by CAPITAL-e as soon as practicable after such costs have been incurred and the Customer will pay such Additional Project Costs in full as soon as possible but at the latest within seven days from the date of any such Invoice.
- 2.3. Payments are to be made by electronic transfer to the bank account details as stated by CAPITAL-e or as set out in the relevant Invoice.
- 2.4. To the extent that any amount of the Project Value or Invoice is not paid by the due date, CAPITAL-e will be under no obligation to provide the Services and will take such legal action as it deems necessary to recover such amount of the unpaid Invoice.
- 2.5. To the extent that any Invoice is not paid by the due date, CAPITAL-e reserves the right to charge interest on the amounts due at the rate of 2% above the monthly corporate overdraft reference rate of the Commonwealth Bank of Australia or if this rate is discontinued such other monthly corporate overdraft rate of a major Australian trading bank as CAPITAL-e may nominate.
- 2.6. The Customer acknowledges that CAPITAL-e:
 - 2.6.1. charges a management fee for the provision of Services. This fee is based on the Scope and a set of expected deliverables as agreed between the Customer and CAPITAL-e and as more specifically set out in the Contract; and
 - 2.6.2. does not charge any mark up on ancillary costs required to provide the Services including but not limited to venue hire, couriers, flights and accommodation.
- 2.7. CAPITAL-e reserves the right to amend the Price in the event of factors changing which are beyond CAPITAL-e's control including but not limited to:
 - 2.7.1. a change in the Scope of the Services as requested by the Customer; or
 - 2.7.2. unexpected price adjustments by third party suppliers, premises owners or landlords in which event CAPITAL-e will give notice to the Customer as soon as reasonably practicable in the circumstances where the Price will be amended in accordance with this clause.
- 2.8. For the avoidance of doubt, any change in Scope requested by the Customer:
 - 2.8.1. may be accepted or refused by CAPITAL-e in its absolute discretion; and
 - 2.8.2. must be:
 - 2.8.2.1. received in writing by CAPITAL-e at least 30 Business Days prior to the Project Date; and
 - 2.8.2.2. accepted by CAPITAL-e by express notice in writing to the Customer within seven Business Days of receiving the request outlined in clause 2.8.2, before such change in Scope will be deemed effective.

3. Customer obligations

The Customer acknowledges that:

- 3.1. the Customer must:
 - 3.1.1. obtain all required consents in respect of the use of all copies, graphics, registered company logos, names and trademarks and any other material supplied to CAPITAL-e by or on behalf of the Customer;
 - 3.1.2. proof-read, review and accept all work carried out by CAPITAL-e before final approval (such as literature);
 - 3.1.3. promptly provide CAPITAL-e with its ABN and other information reasonably required by CAPITAL-e so that CAPITAL-e may comply with its GST obligations; and
 - 3.1.4. comply with all laws to the extent to which they apply to the Customer's rights and obligations under the Contract.
- 3.2. CAPITAL-e may require a wide range of information to be able to provide the Services as comprehensively as possible;
- 3.3. CAPITAL-e will, when it has requested certain information from the Customer, require timely, accurate and comprehensive responses to such requests and should the Customer fail to provide such responses, the Customer acknowledges that it may detrimentally affect its desired outcome of the Services;

- 3.4. it will bear the responsibility for any additional cost incurred by CAPITAL-e as a result of the Customer not responding to any information request made by CAPITAL-e in a timely, accurate and/ or comprehensive manner; and
- 3.5. CAPITAL-e will not be liable for any costs in connection with any Customer caused delay in the provision of the Services.

4. Insurance, risk, delays and cancellation

- 4.1. The Customer must effect and maintain the following insurances in relation to CAPITAL-e's supply of Services pursuant to the Contract including in relation to any premises where the Services will be provided in relation to a Project:
 - 4.1.1. professional indemnity: at least \$10 million;
 - 4.1.2. public liability: at least \$20 million per claim;
 - 4.1.3. workers compensation insurance: as required by law;
 - 4.1.4. event insurance: at least \$2 million per claim; and
 - 4.1.5. any other insurance required by law.
- 4.2. The Customer must, on demand, produce evidence to the satisfaction of CAPITAL-e of the insurances being effected and maintained in accordance with clause 4.
- 4.3. If the Customer wishes to postpone the provision of the Services, such postponement will be deemed a change in Scope and will be dealt with in accordance with clause 2.8.
- 4.4. If the Customer wishes to cancel the provision of the Services, it must inform CAPITAL-e in writing at least 30 Business Days prior to the date when the Services are due to commence.
- 4.5. For the avoidance of doubt should the provision of the Services be cancelled (either by the Customer or by the actions of a third party), the Customer bears the responsibility of such cancellation solely and must reimburse CAPITAL-e for costs associated with such matters within seven days including but not being limited to cancellation or postponement:
 - 4.5.1. more than 90 days from the Project Date, payment of 10% of the Project Value plus 100% of the incurred Additional Project Costs;
 - 4.5.2. between 60 and 90 days before the Project Date, payment of 50% of the Project Value plus 100% of the incurred Additional Project Costs;
 - 4.5.3. between 30 and 59 days before the Project Date, payment of 75% of the Project Value plus 100% of the incurred Additional Project Costs; and
 - 4.5.4. less than 30 days before the Project Date, 100% of the Project Value plus 100% of the incurred Additional Project Costs.

5. Provision of Services

- 5.1. Should the Services be such that they involve the holding of an event, CAPITAL-e will use reasonable endeavours to provide the Services to the place requested by Customer.
- 5.2. CAPITAL-e may revise and/ or discontinue Service(s) at any time without notice as part of CAPITAL-e's policy of on-going Service up-dates and revisions. Revised or updated Service(s) will in material respects have the functionality and performance of any Service(s) previously ordered. The Customer accepts that CAPITAL-e's policy may result in differences between the specification of Service(s) delivered to the Customer and the specification of Service(s) ordered.

6. Personal information

- 6.1. In procuring the Services, the Customer agrees that it may need to provide personal information to CAPITAL-e. The Customer grants CAPITAL-e consent to use the Customer's personal information in certain circumstances to:
 - 6.1.1. as effectively and efficiently as possible, provide the Customer with the requested Services;
 - 6.1.2. provide updates to the Customer on the progress of the Services;
 - 6.1.3. research and for planning purposes; and
 - 6.1.4. notify the Customers about existing or new Services or promotions from time to time unless the Customer asks CAPITAL-e not to do so in writing.
- 6.2. Personal information collected by CAPITAL-e may also be disclosed to:
 - 6.2.1. third parties to whom CAPITAL-e contracts out specialised functions or services (including mailing houses and printing companies) to the extent reasonably required by those parties to provide the relevant services;
 - 6.2.2. to its Related Bodies Corporate (as defined in section 50 of the *Corporations Act 2001* (C'th));
 - 6.2.3. any person acting on the Customer's behalf such as their accountant or lawyer; or
 - 6.2.4. where the law permits or requires CAPITAL-e to do so.
- 6.3. Capital-e will provide the Customer with access to most personal information that it has about the Customer, but sometimes that will not be possible, in which case CAPITAL-e will explain why. If the Customer wants to find out what information CAPITAL-e has about the Customer, it may contact CAPITAL-e. If the Customer considers that any personal information CAPITAL-e holds is not accurate, complete and up-to-date, the Customer may request CAPITAL-e to correct that information. CAPITAL-e will take reasonable steps to correct such personal information unless it disagrees about whether the information is accurate, complete and up-to-date.

7. Work performed on Customer's premises

- 7.1. Where the Contract requires CAPITAL-e to perform work at the Customer's premises, the Customer will be responsible for arranging, in good time, all permits, licences or other permissions necessary to enable CAPITAL-e's

employees, consultants, agents and representatives to safely gain access to and perform the work at such premises when reasonably required by CAPITAL-e. CAPITAL-e's employees, consultants, agents and representatives working on the Customer's premises will abide by such reasonable regulations provided in writing in advance by the Customer to CAPITAL-e.

7.2. Where CAPITAL-e is required to enter the Customer's nominated premises, the Customer agrees that, unless and to the extent CAPITAL-e does not comply in any material respects with reasonable written instructions provided in advance by the Customer to CAPITAL-e in relation to its presence on the Customer's nominated premises:

- 7.2.1. CAPITAL-e will not be liable for any Liability caused by or with respect to such entry; and
- 7.2.2. the Customer will indemnify and keep CAPITAL-e and its officers, employees, consultants, agents and sub-contractors indemnified against any Liability suffered by CAPITAL-e and its officers, employees, consultants, agents and/ or sub-contractors arising from such entry.

8. Media

- 8.1. CAPITAL-e reserves the right to use any content issued or image, photography or video taken with respect to the Project, by or on behalf of CAPITAL-e for the purpose of any legitimate advertising or marketing activities for CAPITAL-e for use in any media type including but not limited to television, internet, newspaper, social media, e-mail, radio or other mediums.
- 8.2. The Customer agrees that CAPITAL-e may use the Customer's name and Customer's website for referral and advertising purposes.
- 8.3. Ownership and interest in any Intellectual Property Rights in all media prepared or issued by or on behalf of CAPITAL-e (whether or not for the Customer) remains the property of CAPITAL-e. Such media must not be reproduced without CAPITAL-e's consent.
- 8.4. Confidential Information remains the property of CAPITAL-e and the Customer must not permit the disclosure of Confidential Information without CAPITAL-e's consent.

9. No guarantee

- 9.1. CAPITAL-e will use reasonable endeavours to ensure that the Services supplied will be in accordance with the Scope expressly incorporated into the Contract. However and notwithstanding the generality of the foregoing, CAPITAL-e makes no warranty that the Services will be suitable to enable the Customer achieve a particular purpose even when such purpose has been notified to CAPITAL-e. The Customer will be responsible for its own performance.
- 9.2. The Customer acknowledges that CAPITAL-e does not:
 - 9.2.1. warrant that the Services provided will:
 - 9.2.1.1. produce a successful result for the Customer;
 - 9.2.1.2. provide a return or business revenue on the investment in relation to the Services; or
 - 9.2.1.3. in circumstances where the Services include the organising of an event, guarantee a particular number of attendees; or
 - 9.2.2. provide any legal, tax, investment, insurance, financial, accounting or other professional advice or services.

10. Liability and indemnity

- 10.1. CAPITAL-e will not be liable in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any Liability suffered and the Customer's rights are limited to those set out in these Terms and Conditions and subject to clause 7.2 under statute.
- 10.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3. To the extent permitted by law CAPITAL-e's total and aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the Services or CAPITAL-e's obligations under these Terms and Conditions or any Contract will not exceed the total amount paid by the Customer for the procurement of Services under these Terms and Conditions.
- 10.4. The Customer will fully and effectively indemnify and keep indemnified CAPITAL-e and its officers, employees, consultants, sub-contractors and agents against any Liability caused by any act or omission, default or negligence of the Customer, its employees, officers, agents, consultants or sub-contractors or by any breach of the Customer's contractual obligations set out in these Terms and Conditions and the Contract.
- 10.5. To the extent permitted by law any typographical, clerical or other error or omission in sales literature, quotation, Contract price list, acceptance of offer, Invoice or other documents or information issued by CAPITAL-e will be subject to correction without any liability on the part of CAPITAL-e.
- 10.6. CAPITAL-e will not be liable to the Customer in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise for:
 - 10.6.1. any Liability suffered as a result of any action taken or failure on the part of the Customer to take any action as advised by CAPITAL-e under its Services; or
 - 10.6.2. to the extent permitted by law, any incidental, indirect, special, economic or consequential loss, damage, costs, expenses or other claims whatsoever even if CAPITAL-e has been advised of their existence; or
 - 10.6.3. any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss);

- or
- 10.6.4. any Liability to the extent caused by the act or omission or fault of the Customer, its employees, consultants, agents or contractors or a breach by the Customer of any Contract in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation.

11. Force Majeure

- 11.1. CAPITAL-e will not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused, directly or indirectly, by a Force Majeure and CAPITAL-e will be entitled to a reasonable extension of time for the performance of such obligations.
- 11.2. Either party may terminate a Contract on written notice to the other party if the event of Force Majeure lasts more than 180 days or renders the continuation or completion of the Contract impossible. In such event the parties will, subject to clause 12.3, be released from all obligations under the Contract provided that the Customer will pay to CAPITAL-e within seven days from the date of termination:
- 11.2.1. all outstanding payments due and owing to CAPITAL-e under these Terms and Conditions and/ or the Contract at the date of termination; and
- 11.2.2. the Additional Project Costs incurred or in progress but not invoiced for at the date of termination.

12. Termination for breach

- 12.1. Without prejudice to any rights of action or remedy which have accrued or will accrue, CAPITAL-e may, at any time by written notice to the Customer, terminate the Contract if:
- 12.1.1. the Customer is in breach of any material obligation under these Terms and Conditions and/ or the Contract and if the breach is capable of remedy, the Customer has failed to remedy such breach within 14 days of the written notice issued to the Customer; or
- 12.1.2. any distress, execution or other process is levied upon any of the assets of the Customer; or
- 12.1.3. the Customer or any of its employees, agents or sub-contractors are guilty of fraud, dishonesty or any other serious misconduct; or
- 12.1.4. the Customer commits any act or does any thing which is regarded by the public as unacceptable or which brings the reputation of CAPITAL-e into disrepute and as a consequence CAPITAL-e believes that its continued association with the Customer will be prejudicial or otherwise detrimental to the reputation of CAPITAL-e; or
- 12.1.5. the Customer has a security interest over any of its assets securing payment for any amount subsequent to the occurrence of any default event under that security interest, enforced; or
- 12.1.6. CAPITAL-e becomes aware of an aspect of the Project which may jeopardise public safety or order, or potentially involve an unacceptable risk of personal injury or damage to property; or
- 12.1.7. the Customer enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/ or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Customer's undertaking or assets or the Customer is unable to pay its debts or is deemed by applicable law to be unable to pay its debts;
- 12.1.8. the Customer repudiates the Contract; or
- 12.1.9. the Customer ceases or threatens to cease to carry on its business.
- 12.2. Where CAPITAL-e terminates the Contract under this provision, the Customer will, within seven days of termination, pay to CAPITAL-e:
- 11.2.1. all payments payable by the Customer under these Terms and Conditions and/ or the Contract and invoiced by CAPITAL-e as at the date of termination;
- 11.2.2. the Additional Project Costs incurred or in progress but not invoiced for at the date of termination;
- 11.2.3. all costs (including overheads) and liabilities incurred by CAPITAL-e arising out of or resulting from termination, including but not limited to landlords', suppliers' and sub-contractors' cancellation charges; and
- 11.2.4. a sum in respect of the profits which CAPITAL-e would have made under the Contract but for its termination.
- 12.3. The provisions of clauses 2.5, 3.1.1, 3.1.3, 3.1.4, 4, 6.2, 7.2, 8, 10, 12, 13, 14, 15 and 16 will survive termination of these Terms and Conditions and the Contract together with any other provision which by the nature of its terms is implicitly intended to survive termination.

13. Notices

Any notices given under these Terms and Conditions must be in writing and be signed by the party giving the notice.

14. Dispute

- 14.1. If a dispute arises out of or of or relates to these Terms and Conditions or any Contract, or the breach, termination, validity or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any

statute, the parties expressly agree to endeavour to settle the dispute themselves through the respective appointed representatives. Failing a resolution through the respective appointed representatives within 14 days after one party has given to the other written notice of such a dispute, the parties agree to attempt to settle the dispute by mediation administered by the Australian Disputes Centre (“**ADC**”).

- 14.2. On the occasion of a mediation, the mediation will be conducted in accordance with the ADC Guidelines for Commercial Mediation (“**Guidelines**”), which are operating at the time the dispute is referred to ADC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are hereby deemed incorporated into these Terms and Conditions.

15. GST

Unless stated otherwise, all fees estimated or quoted by CAPITAL-e are exclusive of GST and disbursements.

16. General

- 16.1. The Customer will not assign, pledge or otherwise transfer any Contracts or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of CAPITAL-e which may be withheld in CAPITAL-e’s sole discretion. Any unauthorised assignment or dealing will be deemed null and void.
- 16.2. CAPITAL-e is entitled to subcontract to a third party any of its obligations under these Terms and Conditions or any Contract without the consent of the Customer. CAPITAL-e may assign or otherwise deal with the benefit of any Contract and these Terms and Conditions on notice to the Customer.
- 16.3. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question will not be affected thereby. If there is an illegal, invalid or unenforceable provision, the parties must use their best endeavours to agree to a provision which comes as close as possible to the economic and legal purpose of the void, invalid or unenforceable provision. This also applies if there are any gaps in these Terms and Conditions.
- 16.4. Failure of either party at any time to insist on performance of any provisions of any Contract is not a waiver of its right at any later time to insist on performance of that or any other provision.
- 16.5. Each indemnity in these Terms and Conditions is a continuing obligation separate and independent from the other obligations of the parties, and survives termination or completion of these Terms and Conditions and the Contract. It is not necessary for CAPITAL-e to incur expense or to make a payment before enforcing a right of indemnity conferred by these Terms and Conditions. The Customer must pay on demand any amount it must pay under an indemnity in these Terms and Conditions.
- 16.6. The parties have no relationship such as agency or joint venture.
- 16.7. CAPITAL-e reserves the right to make reasonable changes to these Terms and Conditions if required at any stage and will provide the Customer with written notice of any changes to these Terms and Conditions.
- 16.8. CAPITAL-e will usually correspond with the Customer by e-mail. If e-mail is not a convenient method of communication, the Customer must advise CAPITAL-e so that it may make alternative arrangements.
- 16.9. CAPITAL-e may be contacted at its place of business within normal business hours.
- 16.10. These Terms and Conditions will be governed by and construed in accordance with the laws of New South Wales and will be subject to the non-exclusive jurisdiction of the courts of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the Courts of NSW for all purposes of or in connection with these Terms and Conditions.