

## TERMS AND CONDITIONS

These terms and conditions govern the participation of sponsors and exhibitors in the Luminesce Alliance 2026 Conference: *Partnerships in Action: Advancing Children's Health through Research, Families, and Industry Collaboration* ('the Conference'):

1. **"Luminesce Alliance"** means Luminesce Alliance Innovation for Children's Health (33 604 563 680), its employees, contractors and agents.
2. **"Personal Information"** has the same meaning as in the *Privacy Act 1988 (Cth)*, as amended or replaced from time to time.
3. **"Sponsorship Package"** means the sponsorship packages described in the Sponsorship Prospectus for the Conference.
4. **"You"** means the person, company or other legal entity identified as a sponsor in the Sponsorship Application Form (**"Application"**) and its employees and agents.
5. A **"Contract"** is formed between You and the Luminesce Alliance when these Terms and Conditions are signed by both parties. These Terms and Conditions together with the Application form the Contract between the You and the Luminesce Alliance. The Contract concludes on 5th November 2026 (**"Term"**).
6. The Luminesce Alliance reserves the right to decline Your Application. A binding contract is only formed between You and the Luminesce Alliance once the Luminesce Alliance signs these Terms and Conditions.
7. In consideration for the provision of the Sponsorship Package nominated by You in the Application, You will pay to the Luminesce Alliance the Sponsorship Fee.
8. The Luminesce Alliance will issue You with a tax invoice via the conference secretariat, for the Sponsorship Fee once the Contract is in place. All amounts stated on the tax invoice will include GST.
9. Payment is due within 30 days of the date on the tax invoice and must be made by credit card (Mastercard or Visa only), or electronic funds transfer. If payment is not received by the Luminesce Alliance by the due date, the Luminesce Alliance may terminate the Contract under clause 22(a) and offer the Sponsorship Package to another party.
10. Sponsorship and exhibition opportunities will be allocated based on Sponsorship Package and then receipt of signed Applications.
11. The size and placement of Your logo/s and name in Conference collateral will be at the Luminesce Alliance's absolute discretion and will reflect the level of commercial support provided by You for the Conference.
12. The Alliance has the right to amend the Conference floorplan if required. All changes which affect You will be communicated to You prior to the Conference.
13. You may not assign or sublet any part of Your exhibition space.
14. You agree that, as part of Your participation in the Conference, You, Your employees, contractors, or agents will:
  - a. take due care and attention to prevent injury and property damage at the Conference; and
  - b. comply with workplace health and safety standards at all times.
15. You must have adequate insurance to cover your participation as an exhibitor in the Conference, including public liability, property damage and workers compensation cover. You will provide a copy of your public liability insurance policy and certificate currency to the Event Manager.
16. The Luminesce Alliance grants to You a non-exclusive, non-transferable, revocable, royalty-free licence to use the Luminesce Alliance and/or Conference logo, trademark, name, or slogan (**"Luminesce Alliance Brand"**) for the sole purpose of promoting Your association with the Conference, subject to the following:
  - a. any proposed use of any Luminesce Alliance Brand must be submitted to the Luminesce Alliance for written approval (which approval must not be unreasonably withheld or delayed) at least 5 working days prior to actual use, and no Luminesce Alliance Brand may be used without obtaining the Luminesce Alliance's written approval for each proposed use;
  - b. you must at all times comply with the Luminesce Alliance's brand guidelines when using any Luminesce Alliance Brand;
  - c. you must ensure that any use of any Luminesce Alliance Brand is lawful and does not reflect unfavourably on the good name, goodwill, reputation or image of the Luminesce Alliance;

- d. the licence in this clause 16(a) does not include a right to sub-license; and
  - e. the licence in this clause 16(a) may be revoked by the Luminesce Alliance at any time (including for breach of this Contract by You) by written notice to the You and automatically terminates upon expiry of this Contract.
17. You grant to the Luminesce Alliance a non-exclusive, non-transferable, revocable, royalty-free licence to use Your logo, trademark, name, or slogan ("Your Brand") in connection with the Conference (including promotion and/or advertising of the Conference), your sponsorship package and entitlements, subject to the following:
- a. any proposed use of Your Brand outside of your sponsorship entitlements, must be submitted by the Luminesce Alliance to You for written approval (which approval must not be unreasonably withheld or delayed) at least 5 working days prior to actual use, and Your Brand may not be used without obtaining Your written approval for each proposed use.
  - b. the Luminesce Alliance must ensure that any use of Your Brand is lawful and does not reflect unfavourably on Your good name, goodwill, reputation or image.
  - c. the licence in this clause 17(a) does not include a right to sub-license; and
  - d. the licence in this clause 17(a) may be revoked by You at any time (including for breach of this Contract by Luminesce Alliance) by written notice to the Luminesce Alliance and automatically terminates upon expiry of this Contract.
18. The parties each agree that they will not use any form of child labour, bonded labour, forced labour nor other forms of slavery or slavery-like conditions or human trafficking in the performance of this Contract or as part of their business operations.
19. Each party must keep secure and confidential any confidential information relating to the other party and its business provided under this Contract or as part of the Conference except where:
- a. the disclosure is reasonably necessary to enable a party to exercise its rights or perform its obligations under this Contract;
  - b. with the other party's consent.
  - c. as required by law; or
  - d. if the information is generally or publicly available, other than through a breach by the other party of this Contract or of any other duty of confidence.
20. The parties must ensure that any Personal Information held or used in connection with this Agreement is collected, stored, used, and disclosed in accordance with the *Privacy Act 1988 (Cth)*. Each party must comply with the reasonable directions of the other party in relation to the handling of any Personal Information that the party holds or has held in connection with this Agreement.
21. In the event of cancellation or postponement of the Conference by the Luminesce Alliance, the Luminesce Alliance does not accept any liability for losses incurred by You. If the Conference is postponed to another date, a refund will not be issued to You, but the Sponsorship Fee will be credited toward the postponed Conference. If the Conference is cancelled, the parties will discuss the available options for reapplication of the Sponsorship Fee and come to a mutual agreement.
22. Either party may terminate this Contract immediately by providing written notice to the other party if:
- a. the other party breaches a material term of this Contract (including failure to pay the Sponsorship Fee) and fails to remedy that breach within 14 days of receiving a notice from the terminating party requiring the other party to remedy the breach: or
  - b. the other party becomes insolvent; or
  - c. or any major, public controversy arises in connection with the other party or this Contract which, in the reasonable opinion of the terminating party, reflects adversely on or detrimentally impacts on the terminating party's corporate image or the Conference.
23. You indemnify the Luminesce Alliance and conference organisers for any loss, damage, injury, costs, claims, demands, liabilities, and expenses ("**Loss**") arising in connection with the Conference or this Contract to the extent that the Loss was caused or contributed to by You, Your employees, contractors, or agents.
24. Neither party may assign or otherwise deal with any right or obligation under this Agreement without the prior written consent of the other party.
25. To the extent that a right, benefit, or entitlement is not expressly by this Agreement granted to or conferred on the Sponsor, it is retained by the Luminesce Alliance and may be granted to or conferred on a third party.
26. Neither party will be liable to the other in any circumstances for any loss of revenue, loss of production, or loss of profit, nor for any indirect, special, or consequential loss or damage.
27. This Contract may only be varied in writing, signed by both parties.
28. A party may execute this Agreement by signing a counterpart. All counterparts constitute one document, when taken together.
29. This Agreement is governed by and must be construed in accordance with the laws of New South Wales.