

Sydney Treasure Hunt Events Service Agreement

This Events Service Agreement is made between you and Hens Treasure Hunt Pty Ltd ABN 54 113 605 726 trading as Sydney Treasure Hunt. By booking an Event "You accept the terms and conditions of this Service Agreement", the Sydney Treasure Hunt Website Terms of Use and the Sydney Treasure Hunt Privacy Policy and agree to be legally bound by them.

1. Definitions and interpretation

‘Commencement Date’ means the date on which you access the Sydney Treasure Hunt Event Services

‘Confidential Information’ means all information provided by one party to the other in connection with this Agreement where such information is identified as confidential at the time of its disclosure or ought reasonably be considered confidential based on its content, nature or the manner of its disclosure, but excluding:

- (a) information that enters the public domain or is disclosed to a party by a third party, other than through a breach of this Agreement, and
- (b) information developed independently by a party.

‘Documentation’ means any and all proprietary documentation made available to you by the Sydney Treasure Hunt Event Services, including any documentation available online.

‘Event’ means the Sydney Treasure Hunt Event Services which are accessed by you pursuant to this Agreement.

‘Fees’ means cost of the Sydney Treasure Hunt Event Services.

‘Force Majeure Event’ means any event beyond the control of the relevant party.

‘GST’ has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth), or any other similar tax.

‘Intellectual Property Rights’ means all intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, know how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

‘Photography Release’ means the Sydney Treasure Hunt release form, which release its employees, and any third parties involved in the creation of photos for publication of marketing materials, from liability for any claims by you or any third party in connection with your participation of their event services. **Schedule**

Unless the context requires otherwise:

- (a) a reference to a person includes a corporation or any other legal entity;
- (b) the singular includes the plural and vice versa;
- (c) headings are for convenience and do not form part of this Agreement or otherwise affect the interpretation of this Agreement;
- (d) the term "includes" (or any similar term) means "includes without limitation"; and
- (e) a reference to any statute includes references to any subsequently amended, consolidated or re-enacted version of that statute and all delegated legislation or other statutory instruments made under it.

3. Intellectual Property Rights

3.1 Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4. Payment

4.1 You must pay Sydney Treasure Hunt event service Fees inline with clause 11.

5. GST

5.1 All amounts payable under this Agreement are expressed inclusive of GST.

6. Confidentiality

6.1 A party must not, without the prior written consent of the other, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or any regulatory authority.

6.2 A party may:

- (a) use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
- (b) disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for purposes related to this Agreement, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

7. Liability

7.1 To the full extent permitted by law, the Sydney Treasure Hunt excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

7.2 To the full extent permitted by law, Sydney Treasure Hunt excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.

7.3 Sydney Treasure Hunt total aggregate liability for all claims relating to this Agreement is limited to the Fees payable under this Agreement.

7.4 Either party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

7.5 Sydney Treasure Hunt has public liability insurance in place.

8. Limitation of liability

8.1 You acknowledge that you use participate in the Sydney Treasure Hunt events at you own risk and you act on the basis of any advice given by the event director at your own risk. You agree that any employee or agent of the event director providing advice on behalf of the event director is not liable for any loss, damage or injury occasioned to the you arising from or caused by the provision of the event services, advice or support under this Agreement or the use made by you.

8.2 This Agreement is to be read subject to any legislation, which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If such legislation applies, to the extent possible, Sydney Treasure Hunt limits its liability in respect of any claim to:

- (a) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

9. Termination

9.1 A party may terminate this Agreement by written notice to the other if any of the following events has occurred in respect of the other party:

- a) a material breach of this Agreement which is not remediable or if capable of remedy, where the other party fails to remedy within 14 days of written notice;
- b) an insolvency event occurs, other than an internal reconstruction with notice to the other party.

10. Consequences of Termination

10.1 If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

- (a) the parties are immediately released from their obligations under the Agreement except those obligations in clauses 6, 7, 8 and 10, and any other obligations that, by their nature, survive termination;
- (b) each party retains the claims it has against the other.

11. Payments and Responsibilities of the Client

- (a) the client making the booking is responsible for and acknowledges that they are providing details of all guests participating in a Sydney Treasure Hunt, including but not limited to dietary requirements, fitness levels, special needs, group requirements etc., and that our Sydney Treasure Hunt staff will pursue the booking request and offer advice based on the information supplied by the client;
- (b) the client acknowledges that they are responsible for providing true and accurate information to Sydney Treasure Hunt at the time of booking. Any misinformation provided by the client that impacts the Sydney Treasure Hunt event will be at the responsibility of the client and not the Sydney Treasure Hunt staff;
- (c) to secure a booking a deposit of 25% per booking is required for Sydney Treasure Hunt events, the booking is not secured until the full deposit is received within 7 days of receiving invoice;
- (d) the balance of the quote must be received 7 days prior to the event date. If the balance is not received, and there is no request in writing, the event will be deemed as cancelled;
- (e) refunds are not possible for Sydney Treasure Hunt events;
- (f) events will operate in all weather conditions. Participants need to provide appropriate clothing for weather predictions on the day of their event. Sydney Treasure Hunt staff will not provide wet weather gear. Should you decide not to go ahead due to weather conditions, please refer to our cancellation policy in 11(e);
- (g) we allow 15 minutes for unexpected delays;
- (h) children are to be supervised at all times. Note under 18 year olds are permitted in some locations but not all locations;
- (i) persons who are deemed as being intoxicated, behaving in an offensive, dangerous or threatening manner and/or who may cause danger to other participants will be asked to leave;
- (j) no responsibility for loss or damage, will be accepted by Sydney Treasure Hunt for any personal property of the guests;
- (k) we will not be liable for content produced on any social media site, which includes the various internet-based applications that allow the creation and exchange of user-generated content. Social media enables individuals to communicate via the internet sharing information and resources;
- (l) we will not be liable for any social media content which is placed onto social media sites by our customers, as social media sites can contain a significant

amount of personal information, which includes but is not limited to text, audio, video, images, podcasts and other multimedia communications;

- (m) we will not be liable for any conflicts of interest, which may arise from associations made through social media. This is when a persons personal interest could influence, or be perceived as being influenced, in the performance of their official duties and responsibilities;
- (n) every care is taken to ensure that information provided on www.sydneytreasurehunt.com.au website is accurate;
- (o) Website visitors should note that this Website may be altered without notice and data errors may occur; we apologise for such occurrences. No liability is accepted for inconvenience or loss this may cause. No responsibility is taken for website's linked to this Website in 11(l).

12. General

- 12.1 You must not assign, sublicense or otherwise deal in any other way with any of its rights under this Agreement without the prior written consent of the Event Director.
- 12.2 Nothing contained in this Agreement creates any relationship of partnership or agency between the parties.
- 12.3 If a provision of this Agreement is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 12.4 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 12.5 This Agreement (and any documents executed in connection with it, the Sydney Treasure Hunt Event Website Terms of Use and the Sydney Treasure Hunt Event Privacy Policy) is the entire Agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in this Agreement, no party has relied on any representation made by or on behalf of the other.
- 12.6 This Agreement may be amended only by a document signed by all parties.
- 12.7 A provision of or a right under this Agreement may not be waived or varied except in writing signed by the person to be bound.
- 12.10 A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event, provided that the party keeps the other closely informed in such circumstances and uses reasonable endeavours to rectify the situation.
- 12.11 Without limiting any other right to terminate under this Agreement, if a Force Majeure Event affects a party's performance under this Agreement for more than thirty (30) consecutive days, the other party may immediately terminate this Agreement by written notice.
- 12.12 This Agreement is governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales, Australia.

SCHEDULE

Sydney Treasure Hunt Photography Release

Hens Treasure Hunt Pty Ltd trading as Sydney Treasure Hunt ABN 54 113 605 726

I hereby authorise Sydney Treasure Hunt, hereafter referred to as “Company,” to publish photographs taken of me on event date and my name and likeness, for use in the Sydney Treasure Hunt print, website, social media and YouTube, video-based marketing materials, as well as other Company publications.

I hereby release and hold harmless Sydney Treasure Hunt from any reasonable expectation of privacy or confidentiality associated with the images specified above.

I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I acknowledge and agree that publication of the photos confers no rights of ownership or royalties whatsoever.

I hereby release Sydney Treasure Hunt, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation of their services. This release is governed by the laws of Australia.

Authorisation

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City: _____ State: _____

Postcode _____