



# Emirates Australian Open

The Royal Sydney Golf Club  
28 November – 1 December 2013  
[www.emiratesaustralianopengolf.com.au](http://www.emiratesaustralianopengolf.com.au)

## Terms and Conditions

Please review the following Corporate Hospitality Terms and Conditions for the 2013 Emirates Australian Open men's golf tournament.

### 1. CORPORATE HOSPITALITY PACKAGES

- 1.1 World Sport Group (Australia) "WSG" agrees to provide the sponsor with one or more corporate hospitality packages and associated benefits during the four days of play at the tournament (28 November ~ 1 December, 2013) in return for payment of the fees.
- 1.2 WSG reserves the right to appoint and to change the location of any package, marquee, suite, room or club booked by the Sponsor.

### 2. PAYMENT

Payments are to be made in two equal instalments. The first payment to be made in accordance with the invoice, the second instalment to be made on or before 4 weeks prior to the event.

### 3. INTEREST

Should the Sponsor fail to pay any amount to WSG on the due date for payment, the Sponsor shall be liable to pay WSG without demand interest on that amount at the monthly rate of 2% above the indicated lending rate published by the Commonwealth Bank of Australia from time to time from the date payment is due to the date payment is made.

### 4. ADVERTISING

The Sponsor recognises that WSG has various sponsorship agreements under which it has obligations to third parties concerning promotional material and advertising at the Tournament and if the Sponsor were to conduct promotional activities without WSG prior consent then that may lead to a breach of a sponsorship agreement and lead to financial loss to WSG. Accordingly the Sponsor acknowledges that it has no right to place any advertising, logo or trademark representing itself or any of its guests, associates, offices and employees without prior written approval by WSG and further acknowledges that WSG has the right to refuse any advertising by the Sponsor for whatever reason it determines. In the event that the Sponsor breaches this clause, then the Sponsor accepts that WSG has a valid and right to claim liquidation damages equal to an amount no less than any sponsorship money lost by WSG as a result of such a breach.

### 5. GST

- (a) In this clause the expression, "GST", has the meaning given to that expression in the A New System (Goods and Services Tax) Act 1999 and includes any Act or regulation that amends, repeals and/or replaces the same.
- (b) The supplier shall upon receiving the amount from the recipient provide the recipient with a tax invoice in respect of the supply.
- (c) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are inclusive of GST.
- (d) Unless WSG receives a contra tax invoice from the Sponsor within 30 days after completion of the event, then WSG has the right to raise a recipient tax invoice which will be forwarded to the Sponsor.

### 6. FORCE MAJEURE

- 6.1 Force Majeure Event
  - (a) WSG is not liable for delays or failure to perform any of their obligations contemplated in this Agreement where the delay is caused by Force Majeure.
  - (b) If performance of an obligation under this Agreement is delayed by a Force Majeure the WSG must promptly notify the Sponsor, providing details of:
    - i. The cause of the delay; and
    - ii. The likely duration of the delay.
  - (c) The performance of WSG's obligations will be suspended for the period that the Force Majeure reasonably prevents TRP Sports from performing its obligations under this Agreement.
  - (d) WSG must promptly notify the other party when the Force Majeure ceases.
  - (e) All time limits under this Agreement which are reasonably affected by the Force Majeure will be extended by a period equal to the period of the delay.
- 6.2 Force Majeure Event  
Where by reason of a Force Majeure:
  - (a) The whole or any part of the Tournament is delayed;
  - (b) The delay continues for more than 28 days; and
  - (c) WSG does not hold a replacement tournament within such a period, then the Sponsor may terminate this Agreement by written notice to WSG.

### 7. INDEMNITY AND RELEASE

- 7.1 Sponsor's Release  
The Sponsor releases and holds harmless WSG and its respective offices, agents and employees from and against all claims, damages, liabilities, costs and expenses (including and reasonable legal costs and expenses) incurred or suffered by the Sponsor or any of their guests or associates arising out of, in connection with, or incidental to any act, omission or negligence of WSG, its agents or representatives in connection with the Tournament.

### 7.2 Sponsor's Indemnity

The Sponsor indemnifies WSG and its respective offices, agents and employees from and against all damages, liabilities, costs and expenses (including any legal expenses incurred in respect of any threatened claims) as a result of any claims or threatened claims made by any of the Sponsor's employees, agents or guests in respect of anything which happened or did not occur whilst they were attending or travelling to and from the tournament.

### 8. TERM

An Agreement concerning the Tournament will commence upon WSG acceptance of the Sponsor's booking application. WSG reserves the right, as it in its sole discretion may determine, to not accept any booking application. In the event that a booking request is refused WSG will refund such amount paid to it to the applicant.

### 9. TERMINATION

#### 9.1 Termination by the Sponsor

The Sponsor may terminate this Agreement immediately by written notice to WSG if the Tournament, which the Sponsor is contracted to, is cancelled or unless clause 6 applies, is delayed for more than 7 days.

#### 9.2 Termination by WSG

WSG may terminate this Agreement immediately by written notice to the Sponsor if:

- (a) Any part of the payment of the Fee due from the Sponsor is 5 days late from the due date specified; or
- (b) The Sponsor commits a material breach of this Agreement and that breach has not been remedied to the reasonable satisfaction of WSG within:
  - i. If the breach occurred more than 5 days prior to the commencement of the Tournament, then within 3 days of receipt of written notification from WSG of that breach;
  - ii. Otherwise if the breach is not rectified immediately.

#### 9.3 Damages for failure to pay

If the Sponsor has not paid the Fee required, then WSG may in its sole discretion resell the corporate hospitality package that the Sponsor had booked and if:

- (a) The consideration received by WSG following the resale is less than the amount owing to WSG, then WSG may seek recovery from the Sponsor of the amount owing to WSG;
- (b) The consideration received by WSG following the resale is more than the amount owing to WSG, then WSG will refund such excess amount to the Sponsor.

### 10. MISCELLANEOUS

#### 10.1 Non transferable

- (a) The Sponsor cannot without the prior written approval of WSG (such an approval not to be unreasonable withheld) assign or otherwise deal with the corporate Hospitality package.
- (b) WSG may in its sole discretion assign its rights and obligations under the Agreement to any person or entity it may in its absolute and unfettered discretion determine.

#### 10.2 Waiver

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party. Any failure by a party to enforce any clause of the Agreement, or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of the former party's rights under this Agreement.

#### 10.3 Variation

No amendment, alteration or variation of this Agreement shall have any effect unless it is in writing, signed by the parties to the Agreement.

#### 10.4 Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of Victoria and each party submits itself to the jurisdiction of the courts of the state of Victoria.

#### 10.5 Entire Agreement

This Agreement together with its Schedules contains the entire agreement between the parties relating to its subject matter and supersedes all prior oral and written understandings, arrangements and agreements.

#### 10.6 Use of Name

No Sponsor may without the prior written approval use or refer to in any manner WSG, its associates or any Tournament in respect to the promotion or otherwise of its business or enterprise.