KARDINIA PARK

2027 FESTIVAL OF SPORT COMMUNITY USE AGREEMENT

PARTIES:

1. KARDINIA PARK STADIUM TRUST of 354 Moorabool Street, South Geelong 3220 (**KPST**); and
2. THE PARTICIPANT ORGANISATION THE DETAILS OF WHICH HAVE BEEN COMPLETED IN THE ONLINE ACTIVATOR EXPRESSION OF INTEREST **(**the **Participant Organisation** or **PO).**

RECITALS:

R1 KPST is the proprietor of the stadium known as GMHBA Stadium, Kardinia Park, Geelong (the **Stadium**). On 5 March 2027 (the **Event Date**), KPST will host the 'Festival of Sport' event at the Stadium within the Event Precinct (the **Event**), at which the PO wishes to conduct its Activity from 5.00pm to 8pm on the Event Date (the **Activity Times**).

R4. In consideration of the PO agreeing to the terms and conditions of this Agreement, KPST agrees to allow the Activity to occur at the Activity Times on the Event Date within the Event Precinct. The Parties have therefore entered into this agreement (this **Agreement**, including the annexures hereto) to record the terms and conditions and their respective rights, obligations and responsibilities in connection with the Event and the Activity.

DEFINITIONS:

1. In this Agreement unless the context otherwise indicates or requires: –

Activity means the activations and activities carried on by the PO as agreed with KPST in accordance with this Agreement.

Activity Space means the area within the Event Precinct determined by KPST and set out in the Site Plan (attached as Annexure 1) designating the site for the Activity that will be provided by KPST after the date of this Agreement as part of the PO's 'Welcome Pack' for the Event.

Approval means any permit, license, consent, grant, sealing or other approval obtained or required to be obtained from a Government Agency.

Associated Persons means the employees, agents, contractors, invitees, licensees and guests of KPST or the PO (including, with respect to the PO, Activity participants, Facilitators, staff, volunteers and other officials participating in or connected with the Event).

Attack means any thing that impacts technical or functional performance, integrity, privacy or security and any form of computer adware, bot, hacking, malware, routine, phishing, spider, spyware, trap door, trojan horse, virus, worm, or other type of malicious, insidious or harmful computer activity, application, code, contamination, executable, program or software, in each case regardless of whether it actually harms or is merely dormant.

Business Day means each day on which banks in Geelong are open for general business excluding Saturdays, Sundays and public holidays.

Child means an individual(s) under the age of 18 years and ***Children*** has a similar meaning.

Child Safety Laws means the various state laws relating to child safety, including the *Child Wellbeing and Safety Act 2005* (Vic), the Victorian Child Safe Standards and the Reportable Conduct Scheme create distinct legislative responsibilities for organisations.

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgement, damage, loss, cost, expense or liability whether present, unascertained, immediate, future or contingent and whether based in contract, tort, statute or otherwise.

Confidential Information of a party means any information or material of or relating to that party (including data provided by third persons) disclosed to or observed by the other party or its employees including any information which relates to the first party's affairs, business or methods of carrying on business. Confidential Information includes the terms of this Agreement.

Dangerous Activity means any activity which is potentially dangerous to any person or constitutes a risk to a person which would not ordinarily be assumed by that person in attending the Event or participating in activities associated with the Event or preparations for the Event, including parachuting and hang-gliding, bungie jumping, driving of motor vehicles for entertainment (including racing and stunt driving), activities involving animals, fire, fireworks or other pyrotechnic activities, stunts of any description, high wire performers and explosions, shooting, archery or any other activity involving projectiles.

Event of Force Majeure means an event or a circumstance beyond the reasonable control of a party that occurs without the fault or negligence of the party including, provided it meets the foregoing criteria, any accident, storm, flood, fire, earthquake, explosion, hostility, war (declared or undeclared), strike or other industrial action, epidemic or pandemic, executive or administrative or governmental order, directive, regulation or act, prohibition or restriction by domestic or foreign laws, regulations or policies and breakdown or damage to or confiscation of property.

Event Precinct means the area within the Stadium that is within precinct of the Djilang Plaza, Joel Selwood Stand and the playing surface, or such other areas expressly notified by KPST in writing to the PO as being the 'Event Precinct'.

Event Term means the period from and inclusive of 12.00pm to 10.00pm on the Event Date.

Excluded Areas means all areas of the Stadium and Precinct (including the Event Precinct) other than those facilities set out in the Schedule.

Excluded Facilities means all facilities at the Stadium and Precinct (including the Event Precinct) other than those facilities set out in the Schedule.

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority.

Insolvency Event for a party means any of the following events taking place in connection with that party: (i) it disposes of the whole or any substantial part of its assets, operations or business other than in the ordinary course of business, (ii) it ceases or threatens to cease to carry on business, (iii) it ceases to be able to pay its debts as they become due, (iv) it is or is taken to be insolvent for the purposes of the *Corporations Act 2001* (Cth), (v) any step is taken by a mortgagee to take possession or dispose of the whole or any part of its assets, operations or business, (vi) any step is taken to enter into any arrangement between it and its creditors or any class of them or (vii) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person over the whole or any part of its assets, operations or business.

Intellectual Property Rights or ***IP Rights*** means any intellectual or industrial property rights that have been or may be created or developed, whether or not registered or registrable, including without limitation a patent, trade mark or service mark, copyright, visual image, performance, recording or broadcast, registered design, business name, trade secret, confidential information (including the Confidential Information), or database or list of information.

Laws means all laws, statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, a State or Territory, any local government or a Government Agency together with any binding requirements and mandatory approvals (including conditions) of the Commonwealth, a State or Territory, any local government or a Government Agency.

Liabilities include all liabilities (whether actual, contingent or prospective), losses, damages, costs, expenses and fees of any description including legal costs on a solicitor and own client basis.

Parties means the Parties to this Agreement.

Personal Information has the meaning defined in the *Privacy Act 1988* (Cth) and refers to that Personal Information that is transferred to or by the PO or acquired by the PO, or by any of its Authorised Persons, for the purposes of this Agreement, if any.

Precinct means the land and associated infrastructure surrounding the Stadium, known as Kardinia Park.

Privacy Laws means *The Privacy Act 1988* (Cth), the Information Privacy Principles as set out in the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic), the *Information Privacy Act 2000* (Vic) and the code of practice as defined in, and approved under, the *Information Privacy Act 2000* (Vic).

Stadium Facilities means the facilities in the Activity Space set out in the Schedule.

Trust Data means Personal Information, data, information and other materials provided or made available to, or stored, processed or generated by, or otherwise used by, the PO relating to KPST or its operations, facilities, customers, potential customers, Event activators, Event activities (including the Activity), the Event, Event participants, KPST employees, assets or programs, including any information relating to KPST (***Raw Data***) and any format or transformation or derivation of the Raw Data, personal information or personal data generated, stored, processed, retrieved, printed or produced by or on behalf of the PO (***Derived Data***).

Working With Children Check or ***WWCC*** means the process in place pursuant to applicable laws to screen an individual for fitness to work with Children.

OPERATIVE PART:

1. PARTICIPANT ORGNAISATION USE AND ACCESS

1.1 KPST grants to the PO the right for it and its Associated Persons to enter the Stadium, Precinct and Event Precinct solely to set up and use the Activity Space within the Event Precinct on a non-exclusive basis during the Activity Times, and solely for the purposes of organising, presenting and staging the Activity, as well as a non-exclusive right during the Event Term, for the purposes of bump-in, preparing for the Activity and bump-out. This includes installing, maintaining and removing any free-standing banners and temporary signage, activation activities and equipment necessary for the Activity and each as approved by KPST, or for any other purpose first approved by KPST in writing.

1.2 The PO will ensure that the Activity occurs only in the Event Precinct and solely during the Activity Times. The PO and its Associated Persons will not be given access to any Excluded Areas or Excluded Facilities for the purposes of the Activity.

1.3 As between the PO and KPST, KPST retains possession of the Stadium Facilities, Stadium (including the Activity Space), Precinct and the Event Precinct at all times and except as otherwise provided in this Agreement, as between the PO and KPST, control and management of the Stadium Facilities, Stadium, Precinct and Event Precinct (including the Activity Space) remains in the hands of KPST.

1.4 KPST offers the Event Precinct as a venue for hire and may permit any other activities, functions, events or sporting activities (***Other Events***) to be held at the Stadium and/or Precinct and/or Event Precinct during the Event Term (including during the Activity Times). The PO's interest in the Stadium is as a license only and this Agreement does not create a tenancy or any lease.

2. TERM AND ACCESS

2.1 The term of this Agreement is from the date of execution of this Agreement by both Parties until 7:15pm on the Event Date (**Term**).

2.2 The Activity will take place solely during the Activity Times. Access to the venue will be available from the beginning of the Event Term until the end of the Event Term. Immediately before or after after the end of the Activity Times but in no case later than the end of the Event Term, the PO must entirely vacate and ensure that its Associated Persons entirely vacate the Event Precinct, Precinct and the Stadium and remove all its equipment and the equipment of any of its Associated Persons, including any KPST-approved signage, displays and activities, in accordance with its obligations under this Agreement.

2.3 KPST management, staff and contractors will, notwithstanding any event or Activity Times, be entitled to unhindered access to all areas of the Event Precinct, Precinct and the Stadium at all times, including the Activity Space, in order to perform KPST Functions and its other customary functions.

3. MANAGEMENT OF ACTIVITY AND STADIUM

3.1 Subject to Clauses 1 and 2 of this Agreement, the PO is the manager of the Activity and will be solely responsible for the management of and all aspects relating to the Activity. The PO will ensure that it, its Associated Persons and any other persons under its direction (including all persons attending the Event or interacting in any way with the Activity) will obey all directions or orders given by KPST as to the management of the Stadium, Precinct and/or Event Precinct to ensure their safe operation.

3.2 Stadium, Precinct and Event Precinct management and supervision will be the responsibility of KPST working – solely with respect to the Activity - in consultation, where appropriate, with any PO-appointed representative.

4. COSTS AND EXPENSES

4.1 For the purposes of a one-off Event and assisting a worthy community cause, KPST will waive a management fee for the Activity for the 2027 Event only.

4.2 However, all costs and expenses relating to the Activity and Activity Space will be solely borne by the PO and will be managed and paid exclusively and separately by the PO, including (i) land transport, accommodation and other costs for the Activity participants, staff, volunteers, etc., (ii) transportation and installation of any KPST-approved equipment, inclusive but not limited to temporary signage production, transportation, installation, operation and dismantling, (iii) bump-in/out of other infrastructure required by the PO for use in connection with the Activity, (iv) equipment and equipment hire/purchase, (v) all costs associated with registration and entry of Activity participants and any Associated Persons of the PO other than standard KPST accreditation and Stadium entry procedures, (vi) the PO's phone and internet usage, (vii) KPST-approved promotional activity costs, (viii) participant/official costs (e.g. sleeping equipment and housing relating to the Activity), (ix) the cost of any KPST-approved entertainment activities, (x) video board/public address use approved by KPST, (xi) property or other damage or vandalism repair costs (for e.g., broken seat replacements) occurring caused by the acts or omissions of the PO or any of its Associated Persons or participants in the Activity or otherwise occurring as a result of, or in connection with, the Activity and (xii) such other costs expressly noted in this Agreement.

4.3 The PO is liable and must pay to KPST, no later than within 14 days of demand the cost of repairing and making good any Damage (as defined below), but in a more timely manner taking into account the role of KPST to hire the Stadium (including the Activity Space) and Stadium Facilities in perfect

working order and in a clean and unused manner including the cost of labour, materials and replacement equipment, or if required by KPST, itself repair and make good any Damage.

5. PARTICIPANT ORGANISATION STAFFING

5.1 The PO must notify KPST in writing of its designated Activity leader (the **PO Lead**) at least four (4) weeks prior to the Event Date. The PO Lead will conduct an accreditation and screening process in accordance with KPST's requirements for all persons involved in any way in hosting or assisting with the Activity, including all employees, agents, volunteers and officials (the **Facilitators**), including providing KPST with the names of each Facilitator, together with their photograph and copy of their valid WWCC (if required by Law), at least 14 days before the Event Date. Day passes for all Facilitators will be provided by KPST to the PO Lead and the PO Lead will provide these to each Facilitator before they enter into the Stadium. No persons will be permitted to be involved in any way in hosting or running or assisting with or working on the Activity unless they are registered and approved by the PO Lead and their details, photos and WWCCs have been provided to KPST in accordance with this Clause 5.1.

5.2 The responsibilities of the PO Lead will include (i) planning and supervision of the Activity and all Facilitators and guests of the Activity, (ii) ensuring all Facilitators have a valid WWCC unless exempt under the *Working with Children Act 2005* (Vic) and undertake any required induction in respect of KPST procedures, policies and guidelines before attending the Event, (iii) registering all Facilitators on the day of the Activity and ensuring they wear their day passes at all times and in a way that ensures they are visible at all times), (iv) being the emergency management contact for the KPST-appointed Chief and Area Wardens during the Activity Times and being responsible for complying with all KPST and emergency service directions in relation to the implementation of the EMP and evacuation procedures and (v) providing KPST with an Activity debrief.

5.3 Neither KPST nor any of its Associated Persons shall be liable for any loss or damage sustained by the PO or its Associated Persons for any registration, participant approval, accreditation, ticketing, attendance or positioning issue. The PO indemnifies KPST and its Associated Persons against any claim by any third party or person (including any person attending the Activity) in respect of any claim relating in any way to registration, participant approval, accreditation, ticketing, attendance or positioning relating to the Activity or within the Stadium, Precinct and/or Event Precinct.

5.4 The PO will ensure that its Facilitators and any other Associated Persons and any other persons under its direction (including all persons attending the Event or interacting in any way with the Activity) do not wear any uniforms or clothing while in the Stadium other than uniforms with branding typically worn by representatives of the PO, provided those persons must remain within the Event Precinct when wearing those branded uniforms or clothing, other than to directly enter and exit the Stadium, and that when they are outside the Event Precinct but within the Stadium or Precinct, they are required to remove or cover those uniforms as a condition of attendance.

6. FOOD AND BEVERAGES

6.1 The Stadium (and the Event Precinct) is a venue licensed under the *Liquor Control (Reform) Act* 1998 (Vic) and so the bringing into the Stadium, Precinct or Event Precinct of any alcoholic beverages by any third party is strictly prohibited. KPST and its licensees will therefore be solely and exclusively responsible for all matters linked to the provision and service of alcoholic and non-alcoholic beverages within the Stadium, Precinct and Event Precinct.

6.2 If any food and/or beverage sales or supplies are permitted by KPST for the Activity (and persons attending the Activity or Event), KPST and its licensees shall have the sole and exclusive right to undertake the sale and/or supply of food and beverage items for the Activity (and to persons attending the Activity or Event), including but not limited to and, subject to Clause 763, in no

circumstances will any food or beverages be permitted to be sold, distributed or made available in connection with the Activity or the Event or by the PO or any of its Associated Persons.

6.3 Notwithstanding Clause 6.2, KPST may, in its absolute discretion, permit the PO and any third party to service participants in the Activity with free food and non-alcoholic beverages, provided (i) the PO provides KPST with all details required by KPST at least four (4) weeks prior to the Event Date, (ii) KPST provides its prior written approval to such food and/or beverages and the third party, which approval may be withheld in its absolute discretion and (iii) such food and non-alcoholic beverages remain within the Event Precinct.

6.4 The PO must give to KPST no less than four (4) weeks' written notification of any facilities it wishes to use during the Activity Times for their catering purposes, which must be approved by KPST (which approval may be withheld in its absolute discretion).

7. EVENT OPERATIONS

7.1 Activity Space and Facilities

7.1.1 KPST will provide the Activity Space to the PO as an area solely for the Activity along with admission to toilet facilities for Activity participants, staff and volunteers. No access to any other part of the Stadium other than the Event Precinct will be provided unless otherwise agreed by KPST, including any rooms, suites, stand or level of a stand.

7.1.2 The PO will work with KPST to provide instructions for access related issues to the Stadium and/or Precinct and/or Event Precinct for the Activity. KPST will manage security staff to control access to all areas.

7.1.3 KPST acknowledges that the PO will be required to bring into the Activity Space necessary equipment solely to facilitate the operation of the Activity and the PO agrees that in doing so, it is and will remain entirely and solely liable for all costs of this equipment and for any damage sustained to the equipment or the Stadium, Stadium Facilities, Precinct and/or Event Precinct when bringing the equipment in or out the Stadium and/or Precinct and/or Event Precinct or while the equipment remains in the Stadium and/or Precinct and/or Event Precinct.

7.2 EMP, Traffic Management, OH&S and Safety Policies

7.2.1 KPST may determine in its absolute discretion the safety requirements in relation to the Stadium, Precinct, Event Precinct (including the Activity Space) and Stadium Facilities, having regard to the structural and technical nature of each and to the safety of the public and employees, agents, invitees, licensees or guests of KPST and the PO.

7.2.2 The PO must, as directed by KPST staff, observe and ensure its Associated Persons observe the Stadium Emergency Management Plan (**EMP**) and all other KPST policies and procedures (including, but not limited to, the 'Static Site' procedure) and ensure compliance with all applicable Laws, regulations and KPST policies, including those in relation to public buildings overcrowding, obstruction and safe movement of people. The PO will comply and ensure its Associated Persons comply with the directions of KPST staff in connection with the *GMHBA Stadium and Kardinia Park Traffic Management Plan*.

7.2.3 The PO must ensure that it and its Associated Persons comply with all applicable occupational health and safety laws, all safety instructions that KPST issues and all reasonable directions that KPST may issue to the PO or any of its Associated Persons or Facilitators regarding health and safety. If the PO or any of its Associated Persons engage in conduct that, in KPST's opinion, causes a risk to the health and safety of any person, KPST may direct the PO to remove that Associated Person from the Stadium and the PO must comply and ensure that Associated Person complies with that direction immediately. The

PO must also ensure that an Associated Person removed in this way does not return to the Stadium on the Event Date without KPST's prior written consent.

7.3 Event Day Staffing and Services

KPST will arrange the provision of First Aid services, Police or emergency services (where necessary) for or in relation to the Event for Event attendees and will procure such event staff and security personnel during the Activity Times as determined by KPST in its absolute discretion.

7.4 Entry and Removal

KPST may at any time refuse admission or persons to, and remove any persons from, the Stadium, Precinct and/or Event Precinct if those persons, in the opinion of KPST, breach any rules, regulations, terms, policies or requirements. The PO Lead only may request KPST to refuse admission to or assist with the removal from the Stadium, Precinct and/or Event Precinct if that person engages in conduct in breach of conditions imposed by the PO in relation to the Activity or that otherwise constitutes a danger to the health or safety of any person, provided that the PO will be entirely liable for any such refusal or removal and will indemnify KPST and its Associated Persons in connection with any loss, claim, expense, liability or cost in connection with any such refusal or removal.

7.5 Signage and Promotional Activities

7.5.1 There is no requirement for KPST to remove or cover any signage at the Event or within the Event Precinct or Activity Space (or any area within the Stadium or Precinct) and no right of the PO to erect any signage, distribute any promotional activities, carry out any promotional activities or carry out any other commercial or other activities, other than the Activity, in each case without the prior written approval of KPST in accordance with this Clause 7.5.

7.5.2 If the PO wishes to utilise, erect or carry-out (as the case may be), in the Activity Space and solely during Activity Times, any free-standing banners, temporary signage, promotional activities, entertainment activities or distribution of any items, including any written materials or products (**PO Signage and Activations**), it must be granted prior written approval by KPST, which approval may be withheld in KPST's absolute discretion or on such terms as it determines in its absolute discretion. If KPST approves any PO Signage and Activations in accordance with this Clause 7.5.2:

7.5.2.1 the PO and its Associated Persons must comply with this Agreement and all relevant Laws and meet all KPST's requirements relating to any PO Signage and Activations;

7.5.2.2 it may include the name and logo of the PO (if approved by KPST) only, but not any third party names, logos or other branding, it must at all remains within the Event Precinct and it must not contain or set out or involve any messaging or branding or activities that KPST considers may adversely affect the reputation of the Stadium, the Event or KPST or the local city council or Victorian Government;

7.5.2.3 the PO Signage and Activations must not interfere in any way with the operations, signage, facilities and activities of KPST or any of its Associated Persons, including tenants and venue hirers;

7.5.2.4 the PO will be wholly responsible for organising and providing (and directly paying for) all related costs and expenses;

7.5.2.5 use of such must completely cease (in the case of activities) or be packed down and removed, from the entire Stadium, immediately at the conclusion of the Activity Times; and

7.5.2.6 the Parties agree to meet prior to the Event (at a time determined and notified by KPST) to discuss final requirements for the presentation of the Activity and related activities, including any KPST-approved PO Signage and Activations.

7.6 Cleaning and Smoking

The PO will keep the Activity Space and areas in close proximity to the Activity Space in a clean and tidy condition during the Event and will remove all rubbish or debris in or in close proximity to the Activity or left by participants in or in close proximity to the Activity before leaving the Stadium immediately after the Activity Times. In the interest of public health, the Parties agree and acknowledge that the Stadium, Premises and Event Premises are and must remain smoke–free areas and all forms of tobacco and cigarette smoking (including electronic cigarettes, vapes or similar items) shall be prohibited on or in the Stadium, Precinct and Event Precinct.

7.7 Care of Stadium, Precinct and Event Precinct

The PO must, and must ensure that its Associated Persons:

7.7.1 use the Activity Space, Stadium Facilities and other equipment and services and areas provided by or on behalf of KPST in a safe, proper and efficient manner;

7.7.2 carry out their activities in accordance with all Laws and with all of KPST's policies and procedures as advised to the PO and comply with all reasonable directions of KPST;

7.7.3 do not do or fail to do anything that might prejudice the payment of any insurance claim about any damage to the Stadium, Stadium Facilities, Precinct and Event Precinct (including the Activity Space);

7.7.4 do not do anything such that any approval for the management or operation of the Stadium, Stadium Facilities, Precinct or Event Precinct (including the Activity Space), the presentation of the Event or the Activity, or that a party must maintain under this Agreement, may be forfeited, suspended or adversely affected;

7.7.5 do not engage in any act, matter or thing that may injure or prejudice the reputation of the Stadium, the Event, KPST or any of its Associated Persons;

7.7.6 not install or bring into the Stadium, Precinct or Event Precinct (including the Activity Space) or any area under the control of KPST and used by the PO or any of its Associated Persons any flammable, explosive, firearm, hazardous materials, alcoholic drinks or illegal substances or other dangerous goods or any items to be used in conducting a potential Dangerous Activity without the prior written approval of KPST, which may be withheld in its absolute discretion;

7.7.7 ensure that the Activity (and all its acts relating to the Activity) do not cause any damage to the Stadium, Stadium Facilities, Precinct, Event Precinct or areas within or immediately outside the Stadium (including the Activity Space);

7.7.8 report to KPST any damage or vandalism to the Stadium, Stadium Facilities, Precinct or Event Precinct (including the Activity Space) caused by the PO or any of its Associated Persons, Facilitators, guests, invitees or any attendees at the Activity (Relevant Persons) or otherwise occurring as a result of, or in connection with, the Activity (Damage), immediately after becoming aware of any Damage and with full particulars of such damage;

7.7.9 not (and do not) mark or deface or Damage the Stadium, Stadium Facilities, Precinct or Event Precinct (including the Activity Space);

7.7.10 not (and do not) obstruct KPST or any of its Associated Persons, contractors, venue hirers or tenants, or any member of the police or any emergency services including but not limited to any member of the medical or nursing profession, fire brigade, ambulance service, first aid service or other emergency service or any security officer, in the discharge of any of their duties at the Event or in any part of the Kardinia Park Trust Land; and

7.7.11 not (and do not) incite or encourage or acquiesce in any person doing anything which, if done by the PO, would constitute a breach of this Agreement by the PO.

7.8 Filming and Recording

The PO is solely responsible for the Activity and has the non-exclusive right to take photographs solely of the Activity and solely from within the Activity Space. KPST may record or photograph the Activity, including for safety or security purposes or for inclusion in promotional materials relating to events taking place or that have taken place at the Stadium (or for such other purposes reasonably required by KPST).

8. RESERVATION OF KPST RIGHTS

KPST will:

8.1 have access to the Stadium, Stadium Facilities, Precinct and Event Precinct (including the Activity Space) at all times for the purpose of it and its officers, employees, contractors and agents carrying out their normal and statutory duties and performing its obligations under this Agreement;

8.2 determine any reasonable restrictions or requirements in relation to the use of or access to the Stadium, Stadium Facilities, Precinct, Event Precinct and Activity Spaceand any other facilities by the PO or any of its Associated Persons having regard to its obligations under any applicable Laws, regulations, ordinances of government directions, the structural and technical nature of the Stadium, the Precinct, the Event Precinct, the Activity and the Stadium Facilities and to the safety of the public and employees, agents, invitees, licensees or guests of KPST, Stadium tenants and the PO, including determining acceptable sound limits for the Activity;

8.3 direct the management of traffic near the Stadium and the locations and procedures for vehicle parking in and around the Stadium and/or Precinct and/or Event Precinct;

8.4 take all actions and make all directions about the use of the Stadium, Stadium Facilities, Precinct and Event Precinct (including the Activity Space) by the PO and its Associated Persons reasonably required for the proper and safe conduct of the Event and Activity and the preservation of the condition of the Stadium, Stadium Facilities, Precinct and Event Precinct (including the Activity Space) and the safety and security of the public and employees, agents, invitees, licensees or guests of KPST, Stadium tenants and the PO; and

8.5 at any time (including during the Event), make announcements through the Stadium's public address system or such other modes of communication to provide operational information about the Stadium, Stadium Facilities, Precinct and Event Precinct (including the Activity Space), including information necessary for the safety or security of persons at or around or within the Stadium.

9. POSTPONEMENT OR CANCELATION OF EVENT/ACTIVITY

9.1 Each party must immediately notify the other party in writing if, for any reason other than an Event of Force Majeure, that first party seeks to interrupt, postpone, suspend or cancel the Activity, setting out the reason and details.

9.2 Without incurring any liability to the PO, KPST will have the unfettered right to interrupt, postpone, suspend or cancel, in its absolute discretion, the Event and/or Activity or require the PO to interrupt, postpone, suspend or cancel the Activity, whether or not during the Event, if (i) in the opinion of KPST, acting reasonably, it is necessary to vacate the Stadium and/or Precinct and/or Event Precinct to avoid exposing any person to any danger or (ii) directed by the police, fire brigade or other relevant or competent or Government Agency.

9.3 If the Activity is or is reasonably likely to be interrupted, postponed or suspended, the parties must consult as to the action to be taken by each of them about the Activity, with a view to mitigating any adverse impact arising from the interruption, postponement, suspension or cancellation, where practicable and without cost to KPST.

9.4 Despite the interruption, postponement, suspension or cancellation of the Activity, the PO remains liable to reimburse KPST for any costs, payments or expenses referred to in Clause 4.2 and incurred as at or after the date of postponement, suspension or cancellation, except in cases where such interruption, postponement, suspension or cancellation was caused by a negligent act or omission of KPST, in which case, the PO will not be liable for any costs incurred by KPST.

10. INSURANCE

10.1 During the Term, at its own expense, each party must obtain and maintain, and provide evidence to the other party as requested of, third party public and property liability insurance covering liability to any third party for death or bodily injury (including illness) and loss of and/or damage to property with a reputable insurer for a sum not less than $20,000,000 per occurrence that applies to the Event and any occurrences in connection with the Event.

10.2 The PO must obtain and maintain WorkCover insurance as required by law in connection with the Event and will be solely responsible for obtaining any event interruption insurance.

10.3 The PO will immediately notify KPST in writing of all workplace hazards, incidents, injuries, near misses or workplace health concerns relating to or occurring at the Activity or Event, including all accidents or claims that might arise out of or in connection with the Activity or Event and record the details in KPST's incident/accident register in the *DoneSafe System*. In the event of an accident involving death, serious injury or major property damage, the advice must be immediately communicated by telephone or email to KPST and confirmed in writing as soon as may be possible thereafter.

11. APPROVALS AND CONSULTATION

11.1 Each party must obtain, effect and maintain during the Term all necessary Approvals required from third Parties and/or Government Agencies in order to comply with their obligations under this Agreement.

11.2 The PO will (i) obtain, effect and maintain all necessary Approvals relating to the Activity and maintain compliance with all such Approvals and (ii) notify KPST immediately if the PO (and any of its Relevant Persons) cease to hold any such Approvals relevant in any manner to the Activity.

11.3 Each party may engage or allow Associated Persons to perform the respective obligations under this Agreement. The Parties will remain responsible for the performance of all such obligations under this Agreement.

11.4 The Parties will meet regularly as required to discuss final requirements for the presentation of the Activity and the Parties' respective rights and obligations.

12. STORAGE AND THEFT

KPST will consider, in its absolute discretion, the storage of certain equipment relating to the Activity on the night prior to the Activity Times (**Stored Equipment**). In such circumstances, neither KPST or its Associated Persons will be (i) responsible in any manner for the Stored Equipment or (ii) liable for any loss or damage sustained by the PO, or any person, firm or corporation which entrusts to or supplies to KPST or its Associated Persons (including any participant in the Event) any Stored Equipment or other article which is lost, damaged, or stolen. The PO hereby indemnifies KPST and its Associated Persons against any claim by any person, firm or corporation in respect of a lost, damaged or stolen article or thing (including any Stored Equipment).

13. CONFIDENTIALITY

13.1 Each party must hold all Confidential Information of the other party in confidence and must not make any use of it, except for the purposes of performing its obligations or exercising its rights under this Agreement and must not disclose or permit or cause the Confidential Information of the other party to be disclosed to any person, except (i) as authorised by the other party to this Agreement or (ii) to its employees or contractors, to the extent necessary to perform their obligations under this Agreement.

13.2 Clause 13.1 does not apply to (i) information that at the time of its disclosure is generally available to the public other than because of any unauthorised disclosure by a party or its officers or employees, (ii) information after it becomes generally available to the public other than because of any unauthorised disclosure by a party or its officers or employees, (iii) the use or disclosure of information by a party after the party has received or receives it from a third person (other than an employee) legally entitled to possess such information and to provide it to the party, where such use or disclosure accords with the rights or permission lawfully granted to the party by that third person or (iv) any disclosure of information required by law or by the lawful requirement of any Government Agency.

13.3 The PO must not make any public announcement, press release or statement about this Agreement or the Event without both parties agreeing on the content and form of the announcement.

14. INTELLECTUAL PROPERTY

14.1 IP Rights

14.1.1 Except as otherwise set out in this Agreement, and other than KPST being permitted to promote the involvement of the PO in the Event and the Activity, subject to Clause 14.1.4 and 14.2.1, neither KPST nor the PO will be entitled to use or authorise the use of the other party's IP Rights for any purpose without the prior written approval of the other party and any such approval may be withheld in either party's absolute discretion.

14.1.2 Each party agrees that all goodwill arising out of their use of the other party's IP Rights (if permitted by the other party in accordance with Clause 14.1.1), accrues to the party whose IP Rights are being used and, if called upon to do so, it will execute an assignment of the same in favour of the party whose IP Rights are being used at no cost to that party.

14.1.3 Neither party shall do or permit to be done any act or thing which may in any way harm, misuse or bring into disrepute, devalue, denigrate, impair or otherwise adversely affect the other party's IP Rights.

14.1.4 The Parties agree that approved trademarks and the name of the Parties may be used by either party on marketing collateral relating to the Event and solely for the purpose of publicising and promoting the Event, subject to receiving approval from the other party (not to be unreasonably withheld).

14.2 KPST Intellectual Property Rights

14.2.1 The Parties agree that approved KPST trademarks and the name of the Stadium may be used by the PO on marketing collateral relating to the Activity and solely for the purpose of publicising and promoting the Event and the Activity, provided that any proposed use of those trademarks and name is subject to the prior written approval of KPST.

- The PO will notify KPST promptly in writing of any suspected infringement of any of KPST's IP Rights that it becomes aware of in connection with the Event, setting out the facts in reasonable detail, but will take no other steps or action whatsoever in relation to such suspected infringement in relation to KPST's IP Rights unless upon the instructions of KPST. The PO will, at KPST's request, give all reasonable assistance to KPST (including providing documentation and making relevant personnel available but without incurring any cost or being required to take any legal action) in any action, claim or proceedings brought or threatened in respect of unauthorised use of any of KPST's IP Rights.

15. INDEMNITIES, LIMITATION OF LIABILITY AND WARRANTIES

15.1 The PO's Indemnities

The PO indemnifies and must keep indemnified KPST and its Associated Persons against any Claims or Liabilities suffered or incurred by KPST or its Associated Persons by reason of, in relation to or arising from (i) the entry to or use of the Stadium and/or Precinct and/or Event Precinct (including the Activity Space) by the PO or by any of its Associated Persons (including any Activity attendees, staff or volunteers), (ii) any act or omission of the PO or any of its Associated Persons (including any Activity attendees, staff or volunteers), (iii) any claims, losses, injuries, expenses suffered by any persons in any way relating to, the Activity, (iv) any personal injury, illness or death of any person where the personal injury, illness or death is caused by or results from the acts or omissions of the PO or any of its Associated Persons, (v) loss of or damage to any property owned, hired or supplied by PO or any of its Associated Persons, where the loss or damage is caused by or results from the acts or omissions of the PO or any of its Associated Persons, (vi) any damage to or loss or theft of any property where the loss or theft or damage is caused by or results from the acts or omissions of the PO or any of its Associated Persons and (vii) a breach by the PO of any of its obligations under this Agreement, in each case except to the extent caused or contributed to by an act or omission of KPST.

15.2 Limitation of Liability

Save in the event of any grossly negligent or willful act of misconduct on its or their part:

15.2.1 neither KPST nor any of its Associated Persons, licensees or assigns shall be liable for the death or personal injury of any person and, except where to do so would contravene any Law or cause any part of this Clause 15.2 to be void or unenforceable, KPST limits it aggregate liability for claims, expenses, losses, damages and costs incurred or awarded (and any Consequential Loss if it cannot be excluded pursuant to clause 15.2.2 below) to an amount equal to $1; and

15.2.2 KPST will not be liable to the PO or any of its Associated Persons for any indirect or consequential expenses, losses, damages or costs incurred or awarded against the PO or any of its Associated Persons (***Consequential Losses***) except to the extent those Consequential Losses are caused by the gross negligence of wilful misconduct of KPST.

15.3 KPST Warranties

KPST warrants that (i) it has the full power and authority to enter into, perform its obligations and grant the rights specified in this Agreement, (ii) it shall make the Activity Space available for the purpose of staging the Activity in accordance with this Agreement, (iii) it will not assign or deal with

its rights in any manner which would adversely affect the rights granted under this Agreement and (iv) it has not entered and will not enter into any other agreement, arrangement or understanding, which would restrict or prevent it providing the benefits set out in this Agreement to the PO.

15.4 PO Warranties

The PO warrants that (i) it has the full power and authority to enter into, perform its obligations and grant the rights specified in this Agreement, (ii) it shall use the Activity Space (and where permitted by KPST in accordance with this Agreement, the Event Precinct) and no other areas in the Stadium or Precinct solely for the purpose of staging the Activity in accordance with this Agreement and in accordance with all applicable Laws, (iii) it will not assign or deal with its rights in any manner which would adversely affect the rights granted under this Agreement, (iv) its Facilitators are duly qualified and are, and shall remain, sufficiently qualified, careful, skilful, diligent and efficient to enable the Activity to be efficiently and properly performed and provided by the PO and to a standard reasonably required by KPST and in accordance with this Agreement, (v) it will not infringe the Intellectual Property or contractual or legal rights of any third parties in conducting the Activity and (vi) it has not entered and will not enter into any other agreement, arrangement or understanding, which would restrict or prevent it providing the benefits set out in this Agreement to KPST.

16. PRIVACY

16.1 For the purposes of this Agreement, both parties will be deemed to be an '*Organisation*' and '*APP Entity*' as defined in the *Privacy Act 1988* (Cth) and any exclusions to those definitions or the application of that Act are deemed not to apply (e.g., the small business exclusion).

16.2 The parties agree they will be bound by and will comply with the Privacy Laws as well as any applicable anti-spam and other privacy-related laws and any procedures or policies of KPST relating to privacy, with respect to any act done or practice engaged in by the PO or any of its Associated Persons in relation to this Agreement, the Event or the Activity, and will compel its Associated Persons to comply with the provisions of all Privacy Laws, as well as any applicable anti-spam and other privacy-related laws and any procedures or policies of KPST relating to privacy as if those laws, policies and procedures in fact applied to the PO.

16.3 The PO must take all reasonable steps to protect Personal Information against unauthorized access, misuse, corruption or loss and must return all such information to KPST (or if requested by KPST, securely destroy such information) upon termination or expiry of this Agreement in accordance with the terms of this Agreement or at any other time upon KPST's written request. The PO must promptly notify KPST, in writing, when it becomes aware or reasonably ought to have become aware of any breach of its obligations under this Agreement that results in an actual or reasonably suspected unauthorized disclosure of Personal Information.

16.4 Each party will immediately inform the other of any suspected or actual data or privacy breaches or intrusions of any nature that might impact the other party and each party will fully co-operate with the other in the mitigation, management and disclosure of any such breach or intrusion.

17. DATA SECURITY

17.1 The PO acknowledges that in preparing for or in conducting the Activity, it or its Authorised Persons may receive or have access to Trust Data. The PO may only disclose Trust Data to its Authorised Persons as approved by KPST, in each case solely on a needs to know basis for the sole purpose of performing its obligations under this Agreement, provided those Authorised Persons have provided the PO with confidentiality obligations no less stringent than those contained in this Agreement.

17.2 The PO is responsible and liable for the acts or omissions of the Authorised Persons. It must not and must ensure that the Authorised Persons do not use, disclose, alter, transfer, store or otherwise

handle the Trust Data other than for the purposes of performing the obligations of the PO pursuant to this Agreement.

17.3 In the collection, receipt, transmission, storage, access and use of the Trust Data, the PO must back-up, securely store and protect the Trust Data at all times with a view to safeguarding it from Attacks, corruption, damage, destruction, disclosure, hacking, loss, misuse, tampering or any third party or unauthorised access (collectively, **Security Breaches**) and take immediate action to remedy and prevent the recurrence of any Security Breach and mitigate its consequences, ensure Trust Data is not sent to or stored in any location outside of Australia, comply with all policies, regulations, procedures or directions given by KPST from time to time regarding any aspect of security of, access to or use of the Trust Data, immediately notify KPST if it becomes aware of any actual or suspected Security Breach and take immediate action to remedy the Security Breach and mitigate its consequences and comply with all reasonable directions of KPST in relation to the Security Breach.

18. TERMINATION

18.1 If (i) either party fails to perform or observe any of its obligations under this Agreement (and, to the extent the failure can be remedied within a period notified by the breaching party, such failure is not remedied within that period or (ii) an Insolvency Event occurs in respect of a party (whether notified under that clause or not), then subject to applicable laws, the other party may terminate this Agreement immediately by notice in writing to the defaulting or affected party. Termination of this Agreement does not relieve the defaulting or affected party of any liability it may have for any breach or non-observance of its obligations under this Agreement.

18.2 A party must notify the other Parties immediately if an Insolvency Event occurs with respect to it or an Insolvency Event is reasonably likely to occur with respect to it.

18.3 Termination of this Agreement does not relieve the defaulting or affected party of any liability it may have for any breach or non-observance of its obligations under this Agreement.

19. CHILD SAFETY

19.1 KPST is a Child Safe organisation and therefore the Event will be managed in compliance with the Child Safety Laws.

19.2 If the PO is required to comply with any Child Safety Laws, it will (i) provide to KPST its Child Safety Policy upon request, (ii) read, sign and comply with KPST's Child Safety Commitment Statement set out in Annexure 2 and (iii) ensure that its employees and Associated Persons working at the Stadium undertake KPST's site induction that reiterates KPST's child safety requirements in place via KPST's Child Safety Policy and Reporting Procedure.

19.3 If the PO is not required to comply with any Child Safety Laws, it will (i) read, sign and comply with KPST's Child Safety Commitment Statement set out in Annexure 2 and (ii) ensure that its Associated Persons working at the Stadium undertake KPST's site induction that reiterates KPST's child safety requirements in place via KPST's Child Safe Policy and Reporting Procedure.

20. MARKETING, SUPPORT AND COMMUNICATION

20.1 The Parties will work together for their mutual benefit on activities associated with the Event with a view to KPST receiving due recognition for support of the PO.

20.2 Obligations of the PO

The PO will provide KPST with the following benefits in connection with the Activity: (i) it will provide KPST with marketing benefits, including (i) posting and/or re-posting KPST event-related collateral on the PO's digital platforms as reasonably requested by KPST and (ii) actively engaging in the

promotion of the Activity through the PO's member base and (ii) it will seek timely prior written approval from KPST for all references to KPST in the PO's communications, including use of its name, logo or other imagery, in accordance with this Agreement.

20.3 Obligations of KPST

KPST will provide the PO with the following benefits in connection with the Event: (i) a suitable space to provide KPST agreed services and activations for the Activity and (ii) exposure to attendees of the Event.

20.4 The Parties will provide each other with marketing collateral files in agreed formats, to enable the Parties to appropriately carry out their marketing and communication obligations with respect to the Activity.

20.5 Subject to Clause 20.4, the Parties may, at their own cost (i) actively promote and create awareness and provide local area marketing assistance in relation to the Activity and reasonably co-operate in relation to the promotion of the Activity.

21. GST AND TAXES

21.1 In this clause "Tax Invoice" and "Taxable Supply" have the meaning given to them in A New Tax System (Goods and Services Tax) Act 1999 (C'th) (as amended) and "GST" means the goods and services tax payable under that Act.

21.2 To the extent that a party makes a Taxable Supply in connection with this Agreement to the other party to this Agreement then, except where express provision is made to the contrary, the amount payable by the recipient of that Taxable Supply is a GST exclusive amount and the recipient of that Taxable Supply will pay to the supplier of it the GST payable in respect of that supply in addition to the other consideration payable.

21.3 A party's right to payment of the GST is subject to a valid Tax invoice being delivered to the party liable to pay for the Taxable Supply.

21.4 If any amount payable under this Agreement is calculated by reference to any costs, expenses or other liability incurred by a party (**Payee**), the relevant amount is the actual amount incurred by the Payee less the amount of any Input Tax Credit the Payee is entitled to claim in respect of that cost, expense or liability. The Parties must provide each other with all documentation required to claim any Input Tax Credit, set off, rebate or refund for or in relation to any GST included in any payment made under this Agreement.

22. NOTICES

Any notice, demand, consent or other communication to or by a party under this Agreement (i) may be given by personal service, post or email, (ii) must be in writing and addressed (depending on the manner in which it is given) as shown below with respect to KPST, as filled out by the PO in any online application relating to the Activity, or to any other address last notified by the party to the sender by notice given in accordance with this clause, and (ii) is deemed to be given by the sender and received by the addressee (X) if delivered in person, when delivered to the addressee, (Y) if sent by post, 2 Business days after the posting or (Z) if sent by email, on the date and time at which it enters the addressee's information system (as shown in a confirmation delivery report from the sender's information system which indicates the email was set to the email address of the addressee notified for the purposes of this clause), but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day. For any notices to KPST, they should be sent to Kardinia Park Stadium Trust, Address: 354 Moorabool Street, Geelong 3220, Representative: Kirsten Blake, E-Mail Address: Kirsten.blake@kardiniapark.vic.gov.au.

23. GENERAL

23.1 This Agreement may be varied only in writing signed by each party.

23.2 This Agreement constitutes the entire agreement between the Parties as to its subject matter.

23.3 The PO must not assign or otherwise deal with this Agreement or any right under this Agreement without the prior written consent of KPST, which may be withheld in its absolute discretion.

23.4 Except as expressly provided otherwise in this Agreement, where a party may give an approval or consent under this Agreement, the approval or consent may be withheld, given without conditions or given subject to any conditions or limitations which that party determines in its sole discretion.

23.5 This Agreement is governed by the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Victoria and of courts of appeal from them.

24. INTERPRETATION

In this Agreement, unless the contrary intention appears:

24.1 the word “including” and words such as "for example" or "such as" do not imply any limitation;

24.2 the singular includes the plural and vice versa and words importing a gender include other genders;

24.3 a reference to a clause, paragraph, appendix or schedule is a reference to a clause or paragraph of or appendix or schedule to this Agreement and a reference to this Agreement includes any appendices and schedules;

24.4 a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as notated, altered or replaced from time to time;

24.5 a reference to ‘dollar’ or ‘$’ is a reference to Australian currency;

24.6 a reference to a party includes its executors, administrators, successors and permitted assigns; and

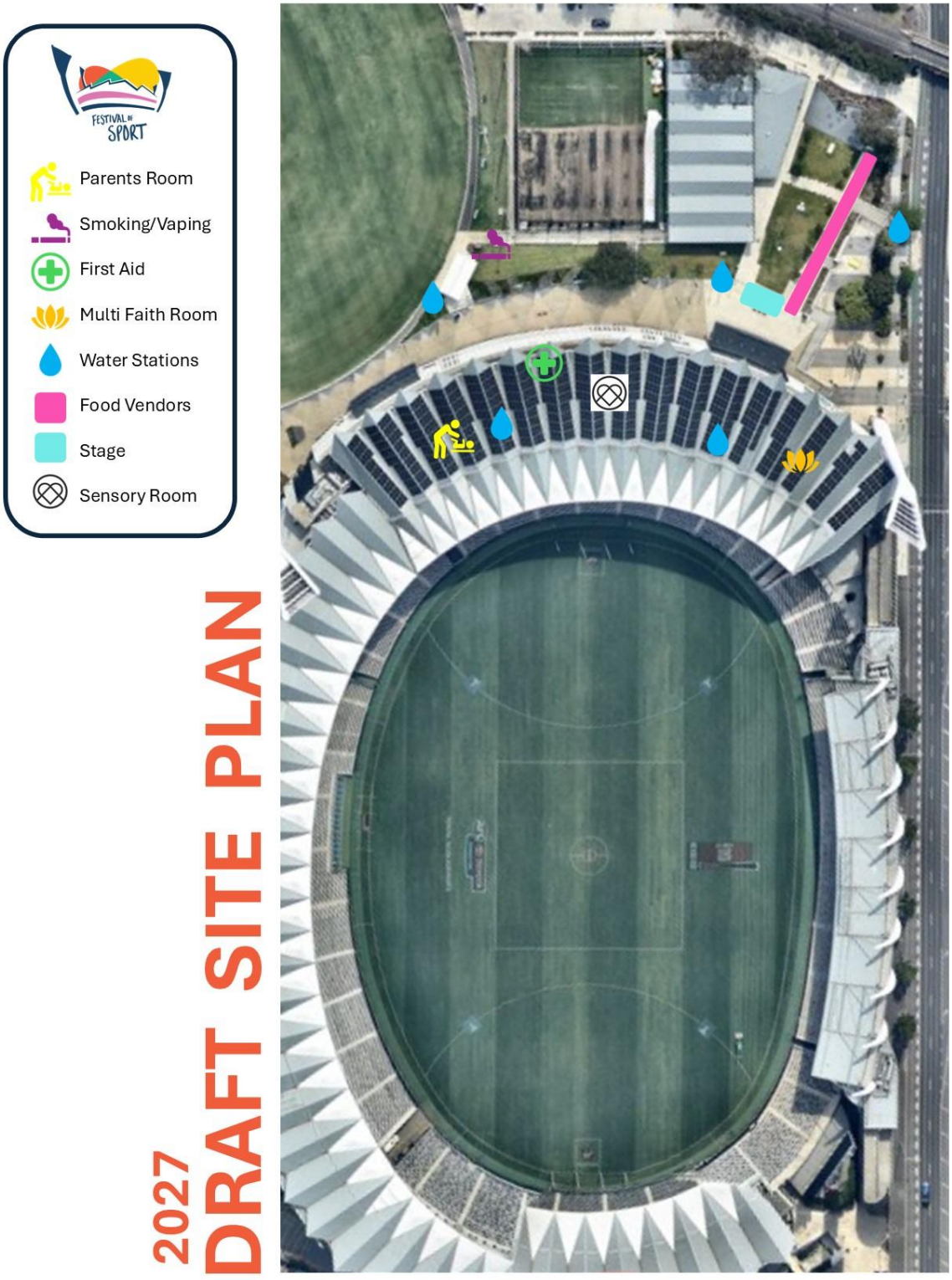
24.7 words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.

KARDINIA PARK

SCHEDULE

Activity Space: Individual Activity Space set out in the 'Site Plan' in Annexure 1

ANNEXURE 1 – DRAFT SITE PLAN



KARDINIA PARK

ANNEXURE 2 – KPST CHILD SAFETY COMMITEMENT STATEMENT

Kardinia Park Stadium Trust (KPST)'s Child Safety Commitment Statement (for third parties).

KPST is committed to promoting and protecting the safety and wellbeing of children and young people in our care who access activities, programs, services, or facilities for which KPST is responsible for.

KPST's Child Safe Policy and Reporting Procedure seeks to promote and protect the rights of all children and young people in our care and prevent abuse from occurring by fostering a child safe culture. In the event a concern or allegation is raised in relation to child abuse that has occurred under KPST's care, KPST will ensure it is treated seriously, in a culturally sensitive manner and investigated in accordance with relevant legislation and KPST's relevant policies and procedures.

As a manager of the GMHBA Stadium, being a state government facility, KPST will actively promote the safety and wellbeing of children and young people, whilst recognising the need for our external stakeholders who utilise the Stadium or its facilities, to take direct responsibility for providing a safe physical and online environment for children and young people in their care.

KPST requires the third parties it engages with to inform KPST about any risks to child safety and or incidents involving the third party or its personnel (whether acting as workplace participants for KPST or conducting business at the GMHBA Stadium or any facilities managed by KPST).