

AEAS EVENT TERMS AND CONDITIONS

Participating schools acknowledge and agree to these Terms and Conditions at the time of event registration.

- A. AEAS is conducting Event(s) to promote Australian school education to international students, parents and education agents.
- B. The Participant wishes to register and participate in the Event(s) and the person registering on behalf of the Participant has the delegated authority to agree to and thereby bind the Participant to these Terms and Conditions.
- C. These Terms and Conditions of Participation are to be read in conjunction with the Event Program and Registration Form. In the event of any inconsistency, the Event Terms and Conditions shall take precedence.
- D. Upon submission of the Registration Form, an agreement is entered into between AEAS and the Participant.

TERMS AND CONDITIONS

1 Definitions

Acceptance Email: means written confirmation by email by an AEAS representative accepting the Participant's registration.

AEAS Official Partner Agents: mean the agents listed on the AEAS website as Official Partner Agents.

Agents: means education agents, migration agents or any other organisation or individual appointed by a school in a consultancy or contract role.

Agreement: means these Terms and Conditions of Participation, the Event Program and the Registration Form.

Ancillary service providers: means an organisation that provides services to the Australian school sector and may include student welfare, homestay organisations, health insurance and other related services.

Event: means any Australian Schools Exhibition, or Australian School-Education Agent Workshop, seminars or open days. Event includes online or face to face in country events.

Event Item: means the items brought to the Event venue or site by the Participant, including display goods and promotional materials.

Event Program: means the program specific to the event(s) on the AEAS website or circulated via email in soft copy and which contains details of the Event including but not limited to the venue, date and Participation Fee.

Event Series: means a group of coordinated events organised by AEAS within a defined region and timeframe, including Exhibitions and Agent Workshops delivered across multiple cities as part of a single travel schedule. Each event within an Event Series is considered an individual commercial offering and Participants may register for, modify or cancel these separately except where expressly prohibited by AEAS.

Invoice: means an invoice issued by AEAS to the Participant which specifies the Participation Fee payable by the Participant to AEAS for an Event(s).

Online Information Portal: means the online system accessible to Participants by logging in with the credentials provided to them by AEAS for each event series.

Participant: means an Australian located and CRICOS registered institution/school that has applied to AEAS to participate in the Event.

Participation Fee: means the amount specified in the Event Program and Application Form and/or the Acceptance email that is required to be paid by the Participant to attend the Event.

Registration Form: means the online Event Registration Form, contained on the AEAS website.

Registration

2 Acceptance of Registration: Following online submission of the Registration Form, the Participant will receive an email confirming receipt of the Participant's Registration. This email does not constitute an Acceptance Email.

AEAS will assess the Participant's Registration Form and decide, at AEAS' sole and unfettered discretion, if the Participant's registration is accepted for the Event. If a Participant's registration is accepted, AEAS will send an Acceptance Email to the Participant approving their participation in the Event.

In the event that AEAS does not accept a registration, this Agreement shall cease. AEAS will notify the Participant in writing within a reasonable time period if their registration has not been accepted.

Except for ancillary service providers, Participants must be CRICOS registered at the time of the registration.

The Participant represents and warrants to AEAS:

- a) it will attend all Events it has registered for;
- b) it has the power and authority to enter into this Agreement; and
- c) it has the power and authority to perform its obligations under this Agreement.

The representations and warranties in this Agreement are given at the time of the submission of the Registration Form and are deemed to be repeated by the Participant on receipt of the Acceptance Email, on payment of the Participation Fee and on the date of each event for which the Participant is registered.

AEAS will prioritise acceptance of a Registration Form for Participants that:

- a) Exclusively require all international student applicants to take an AEAS Test and supply an AEAS Report at the time of application
- b) Request an AEAS Test upon completion of an English language program and prior to commencement
- c) Have registered for all events in a series
- d) Have registered for both the education agent workshop and exhibition in the one city, where these are scheduled together
- e) Have participated in previous AEAS events
- f) Have an agreement with a supporting education agent (where relevant) or are willing to form such an agreement.

AEAS, at its sole discretion, may from time to time prioritise schools to ensure there is a balance of coeducational, boys and girls schools at events and may limit the number of participating English language colleges.

AEAS may also, at its sole discretion, consider registrations from ancillary service providers to the Australian school sector if the service provided is relevant to the objectives of the Event, assists students to make informed decisions about study in Australia or directly benefits an Australian School.

AEAS has sole discretion regarding acceptance of a Registration, and the Participant agrees and accepts that AEAS's decision is final and not subject to challenge. AEAS is not required to provide reasons for refusal of an application.

3 Participation Fee: The Participation Fee is as stated in the Event Program. The Participant must pay the Participation Fee in accordance with clause 4 of this Agreement.

Participants that exclusively use and require an AEAS Test for all international student applications may, at AEAS' discretion, be offered a reduced Participation Fee.

4 Payment: If the Participant receives an Acceptance Email, AEAS will provide the Participant with an invoice for the Participation Fee. The Participant must pay the Participation Fee on or before the date stated in that invoice.

AEAS reserves the right to suspend or deny the Participant access to, or participation in, any Events in the Event Series (including any Event, associated meetings, introductions, speaking opportunities or promotional activities) if the Participation Fee, or any part of it, is unpaid.

AEAS may issue additional invoices for optional Event incidentals (including interpreters, promotional materials and similar items) where:

- a) such items are requested or approved by the Participant; and
- b) such items are otherwise recoverable under this Agreement.

The Participant agrees that any additional costs that are recoverable by AEAS will be paid by the Participant in accordance with the payment terms specified in the relevant invoice provided by AEAS.

All payments to AEAS under this Agreement must be made in full without set-off, deduction or counterclaim.

5 Shared booths: Up to two schools may share a booth at nominated events. This involves a representative from both schools being physically present at the event. A 50% additional fee will be charged to each Participant for booth sharing at each event.

Participants are not permitted to represent other schools or organisations that do not have a staff member present at the event. Exceptional circumstances may be discussed with an AEAS representative. AEAS may use its discretion to determine if the booth sharing policy is to be waived.

6 Late registrations: AEAS may, at its discretion, accept or reject a Registration received after the specified deadline. If AEAS accepts a late registration, it will notify the Participant and process the Participant's payment of the Participation Fee in accordance with clause 4.

7 AEAS representation of schools: For nominated AEAS arranged events, AEAS may offer to represent Australian schools for a specified fee per day.

Event booth space

8 Booth Space: AEAS will allocate to the Participant a booth space consistent with the description contained in the Event Program and/or Registration Form. AEAS reserves the right to determine the visual elements of that space and to limit the use of additional items deemed inappropriate or unsuitable.

For Events outside Mainland China, a maximum of two standard size pull up banners displaying the Participants school information and branding can be placed behind each booth at the participant's sole cost and expense.

For Events in Mainland China, the Participant may display a maximum of two standard pull up banners consisting of:

- a) one compulsory AEAS-produced and provided pull up banner displaying standard school profile information and branding (the cost is included in the Participation Fee); and
- b) one Participant provided standard size pull up banner containing the Participant's branding and school information.

9 Allocation of Space: AEAS will, at its sole discretion, allocate booth space and positions within the Event venue to the Participants, taking into account any special circumstances. AEAS usually arranges Australian schools in alphabetical order in the venue. AEAS is not obliged to make any changes to its allocation of space and positions, except at its discretion.

Event hours

10 Hours: AEAS shall determine the hours during which the Event shall be conducted and the hours of access for Participants. A schedule for each event will be provided and will include setup time. Participants must complete their setup at the nominated time.

Participant's General Responsibilities

11 Participant incurred costs: The Participant must arrange and pay all costs to the relevant provider associated with:

- a) translation of school profiles, if requested by Participants;
- b) printing of school banners, if requested by Participants;
- c) visa fees, travel and accommodation;

- d) local travel arranged by AEAS and lunch boxes, if requested by Participants;
- e) shipping Promotional Materials to and from the Event venue including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
- f) the removal and/or disposal of its Promotional Materials from the Event venue; and
- g) the staffing of its booth space.

12 Shipping Arrangements: The Participant acknowledges and agrees that AEAS bears no liability whatsoever for the shipping and related fees of Promotional Materials and that this remains the sole responsibility of the Participant.

13 Delivery, setup and removal: Participants are responsible for the prompt delivery, setup and removal of all Promotional Materials. In the event a Participant fails to occupy their allocated booth space by the Event opening time, AEAS may cause the booth to be occupied in the manner it deems appropriate for the interests of the Event and without releasing the Participant from any liability under the Agreement.

14 Staff: Unless agreed to by AEAS, the Participant shall ensure that at least one representative in the direct employment of the Participant is present at the Participants booth during the opening hours of the Event.

15 Agents: Unless agreed to by AEAS, participants may not engage agents as representatives or to assist at the participant's booth at AEAS events.

AEAS provides advice to participants in the Online Information Portal about agent arrangements for each event. AEAS may invite AEAS Official Partner Agents to support events, including by undertaking marketing and promotion, and to have a booth at our discretion.

At events supported by AEAS Official Partner Agents, AEAS will also invite all other education agents in that city to attend the events with their prospective families.

16 AEAS Testing: All school participants agree to refer all students met through Exhibitions for an AEAS Test. Furthermore, participants agree to recommend AEAS Testing to education agents met during their participation in AEAS Agent Workshops. This is a condition of participation and Participants will be asked to acknowledge this when completing the Registration Form.

School participants must not provide information to families or agents about competitor tests during AEAS events – either verbally or in written documentation.

AEAS works in close collaboration with schools and with the supporting education agents (for relevant events) to promote Australian school education, the participating schools and AEAS testing. Referring students for AEAS testing is mutually beneficial for all. Please refer students and parents to the AEAS booth at each event for further information.

Participant conduct

17 AEAS and the co-organisers of each event commit to encouraging a supportive and productive event environment. This can only happen when everyone cooperates and agrees to suitable standards of conduct. The following are guidelines which all Participants and their staff must comply with when representing their school at any AEAS event:

- a. Each school should have a maximum of two representatives at their booth (plus an interpreter) at any one point in time. If additional representatives are travelling, representatives should consider alternating sitting at the booth.
- b. Each school is permitted to place a maximum of two pull up banners behind their booth, except for Mainland China events (see *8 Booth Space*)
- c. Participants must remain sitting or standing behind their booth.
- d. Access to other booths must not be compromised by standing and addressing families in the aisles or in front of other school booths.
- e. Participants must not stand in the doorway to the exhibition room and direct students to their booth. Students and their families must be allowed to navigate the exhibition themselves.
- f. Students and families must not be approached while browsing the exhibition. This includes approaching them in the aisles and touching/steering them towards a booth.
- g. No testing may be conducted during the exhibition or in the foyer of the exhibition.
- h. All students must be referred for AEAS testing as agreed by Participants.
- i. No student is to be advised to sit any other English proficiency test other than AEAS.
- j. No other agents or sub contracted representatives are permitted to staff school booths. All Participant representatives must be directly employed by the school.
- k. Participants may invite families, including those that wish to be accompanied by their education agent, to visit them at the exhibition.
- l. Schools should plan business to business meetings with their agents on other days.

- m. Participating schools agree not to hold competing events or functions onsite during the hours of AEAS events.

Any behaviour which is deemed to contravene this code of conduct will be addressed by AEAS, and Participants may be asked to leave the exhibition if the inappropriate behaviour continues.

18 Amenity: Each Participant must ensure the cleanliness and tidiness of their allocated booth space. The Participant agrees not to display any Promotional Material, including banners/pull up displays, in a manner that obstructs or affects neighbouring Participants, or which impedes or projects into aisles. The Participant agrees to abide by any requests by AEAS to cease any activity which may cause annoyance to others during the Event.

19 Acknowledgment of Risk: The Participant acknowledges and accepts that its participation in the Event may expose it and its representatives to the risk of damage, loss or harm. The Participant acknowledges and agrees that it will not hold AEAS responsible for any damage, loss or harm as a consequence of its participation in the Event.

20 Insurance: The Participant must ensure that it takes out appropriate insurance to cover risks (including cancellation and circumstances where a refund is not provided) which may arise due to the Participant's involvement in the Event and that insurance is maintained at all relevant times. AEAS recommends Participants seek professional advice concerning the risks and relevant insurances related to participation in the Events.

Event changes and additional terms and conditions

21 Changes to Event: AEAS will endeavour to ensure that the Event proceeds in accordance with the details in the Event Program and Application Form. AEAS may, at its sole discretion, make changes to the Event at any time without prior notice to the Participant.

22 Additional terms and conditions: If AEAS has entered into an agreement with an event or venue manager in respect of the Event, AEAS will direct the Participant to the terms and conditions of that agreement, and the Participant must comply with them to the extent that they are relevant to the Participant.

Withdrawal and cancellation

23 Withdrawal: If a Participant is unable to attend an Event or Events, the Participant must provide written notice by email of withdrawal to AEAS ("**Notice of**

Withdrawal") at least 120 days prior to the commencement of the first Event in the Event Series.

The Participant's Notice of Withdrawal is regarded as given and received two (2) hours after the time sent (as recorded on the device from which the Participant sent the email) unless the sender receives an automated message that the email has not been delivered.

Where the Participant provides a Notice of Withdrawal at least 120 days prior to the commencement of the first Event of the Event Series, the Participant will be entitled to a refund of 50% of the Participation Fee.

Where a Participant is unable to attend an Event or Events and provides a Notice of Withdrawal within 120 days of the commencement of the first Event in an Event Series, the Participant agrees that no refund of the Participation Fee will be payable to the Participant.

The Participant acknowledges that:

- a) AEAS incurs significant cost in reliance on the warranties contained in this Agreement;
- b) AEAS is required to plan and implement marketing and promotion of each event based on the accepted participant numbers; and
- c) given the nature of the Events, if the Participant withdraws from an Event, it will be unlikely that AEAS would be able to substitute the Participant with another party.

AEAS may, in its discretion, waive or reduce any amount otherwise retained under this clause 23.

To the maximum extent permitted by law, AEAS will not be liable for any loss, damage or expense incurred arising from the Participant's withdrawal from an Event. This limitation will not apply or limit AEAS' liability for fraud, criminal conduct or gross negligence by AEAS.

24 Cancellation or Postponement of Event: AEAS may cancel or postpone the Event at any time if:

- a) there is an insufficient number of Participants to proceed;
- b) for administrative reasons (e.g. due to a change in the venue) or if, in AEAS's view, the Event may not achieve its purpose (e.g. because market forces have changed); or
- c) the risk to person or property is assessed by AEAS, in its absolute discretion, to be unacceptable.

- d) the Australian Government travel warning is increased to Level 3 (Reconsider your need to travel) or Level 4 (Do not travel) or the Australian borders are closed.

If AEAS cancels or postpones the Event, it will notify the Participant as soon as practicable.

If AEAS cancels the Event in accordance with clause 24 (a) or (b), AEAS will make all reasonable endeavours to refund the Participation Fee to the Participant within 30 days of the cancellation.

If AEAS cancels or postpones the Event pursuant to this clause the Participant acknowledges and agrees that AEAS will not be liable to pay compensation, damages or costs to the Participant in respect of the cancellation or postponement of the Event.

General

25 Liability and Termination Rights: AEAS reserves the right to suspend or terminate services under this Agreement at its sole discretion and without liability if it considers there to be a breach of any Australian or local (foreign) law, by a Participant.

26 Force Majeure: AEAS will not be liable to the Participant for any loss suffered, nor be in default under this Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, pandemic, acts of God or any other event or cause beyond the control of AEAS, or if the attendance at the Event is adversely impacted by any of the causes nominated by this clause. In all such circumstances AEAS shall be entitled to retain the Participation Fee paid by the Participant.

27 Indemnity: The Participant indemnifies AEAS, its employees, contractors and agents (**the indemnified**) against all actions, proceedings, claims and demands which may be brought or made against the indemnified by any person in respect of any loss, damage or injury (including death) occurring to any person or property arising out of or in connection with:

- a) the Participant's involvement in the Event;
- b) the Participant's breach of its obligations in this Agreement;
- c) the Participant's breach of its warranties in this Agreement;

- d) an act or omission of a Participant's staff member, employee, contractor or agent
- e) the Participant's use or occupation of the booth space and position allocated by AEAS;
- f) the Promotional Materials owned, displayed and demonstrated by the Participant, or by AEAS on behalf of the participant; or
- g) any breach of third party Intellectual Property rights by use of Promotional Materials.

This indemnity includes any costs incurred by AEAS (including legal costs on a solicitor-client basis) in defending any actions, proceedings, claims and demands or in being represented at proceedings, inquiries or inquests.

28 Representatives of Participant: Any rights conferred upon the Participants are deemed to have been conferred upon the Participant and its employees, delegates, invitees and representatives and any breach of these terms and conditions by any representative, employee or invitee of the Participant constitutes a breach of this Agreement by the Participant.

29 Intellectual Property: The Participant shall indemnify AEAS from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Participant for use by AEAS or for any breaches of third party intellectual property.

30 Licence: The Participant grants AEAS a worldwide, irrevocable non-exclusive, non-transferable and royalty free license to use the Participant's brand name(s), logo(s) and trademark(s) on any material related to the Event.

31. Data Protection and Privacy

31.1 Collection and Use of Personal Information

The Participant acknowledges and agrees that AEAS may collect, use, store and disclose personal information relating to the Participant and its representatives (including names, contact details, professional details and images, videos) for purposes including but not limited to:

- (a) administering and delivering the Event;
- (b) event communications, logistics and follow-up;
- (c) promotion of Australian school education;
- (d) marketing and promotion of AEAS, Australian schools, and future AEAS events; and
- (e) compliance with applicable laws and regulatory requirements.

31.2 Overseas Disclosure

The Participant acknowledges that, as Events are conducted outside Australia, personal information may be disclosed to, accessed from, or stored by AEAS, its marketing contractors, venues, interpreters, photographers, videographers and service providers located overseas.

The Participant consents to such overseas disclosure and acknowledges that overseas recipients may not be subject to privacy and data protection laws equivalent to those in Australia.

31.3 Compliance with Privacy Laws

AEAS will handle personal data in accordance with the **Privacy Act 1988 (Cth)** and the Australian Privacy Principles.

AEAS will take reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification or disclosure.

31.4 Lawful Basis for Processing

Personal data is processed on one or more of the following lawful bases:

- (a) performance of this Agreement;
- (b) consent provided by the Participant (including marketing consent under clause 32);
- (c) AEAS's legitimate interests in conducting and promoting Events, the Participant and Australian education; and
- (d) compliance with legal and regulatory obligations.

To the extent applicable under Australian law, individuals whose personal data is processed may request access to, correction or deletion of their personal data, by contacting AEAS in writing.

31.6 Data Security and Retention

AEAS will implement reasonable technical and organisational measures to protect personal data against unauthorised or unlawful processing, loss, destruction or damage, and will retain personal data only for as long as reasonably necessary.

32 Photography, Video and Marketing Consent

32.1 Event Recording

The Participant acknowledges that photographs, video recordings and other audio-visual material may be captured at Events ("**Event Recordings**").

The parties agree that AEAS may use the Event Recordings for marketing, operational, reporting, archival and security purposes.

32.2 School Consent for Marketing Use

At the time of providing school information, photos and videos to AEAS, the Participant must elect whether they consent or do not consent to AEAS using photographs, video recordings and other media in which the Participant's representatives, students or others appear for ongoing marketing and promotional purposes.

32.3 Scope of Consent (Where Granted)

Where the Participant elects to grant consent, the Participant grants AEAS a perpetual, worldwide, royalty-free, non-exclusive licence to use, reproduce, publish, communicate, adapt and display such media for:

- (a) marketing, promotion and publicity of AEAS;
- (b) promotion of Australian schools and Australian education;
- (c) digital, social media, website, print and other promotional materials; and
- (d) reporting on past and future AEAS Events.

32.4 Withholding or Withdrawal of Consent

Where the Participant elects not to grant consent, AEAS will not use identifiable images or recordings of the Participant or its representatives for ongoing marketing or promotional purposes.

The Participant may withdraw previously granted consent by providing written notice to AEAS. The Participant acknowledges and agrees that any withdrawal of consent does not affect the lawful use of materials created or published prior to the date of the Participant's written notice to AEAS withdrawing its consent.

32.5 Participant Responsibility for Individual Consents

The Participant warrants that it has obtained all necessary consents from its representatives and, where applicable, students and parents or legal guardians, consistent with the choice made under clause 32.2.

AEAS may rely on consent provided by the Participant and is not required to seek further approval from any individual depicted in the media.

32 Variation: A provision of this Agreement can only be varied by a later written document executed by or on behalf of AEAS and the Participant.

33 Applicable law: These terms and conditions are governed by and are to be construed in accordance with the laws of Victoria. The Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the Victoria.

34 Severability: If any term, condition, provision or covenant contained in this Agreement is determined to be illegal, void, prohibited, invalid or otherwise unenforceable, it will be severed from these terms and

conditions and the remaining terms and conditions will survive and remain in full force and effect.

36 Modern Slavery: The Participant warrants that it complies with all applicable modern slavery and human trafficking laws, including the requirements of the Modern Slavery Act 2018 (Cth).

35 Survival on termination: All indemnities and clauses which by their nature are intended to survive termination survive termination of this Agreement.

36 Waiver: A failure or delay by AEAS in exercising any right under this Agreement does not constitute a waiver of that right, nor does it prevent AEAS from exercising that or any other right in the future.

Any waiver by AEAS of any provision or clause in this Agreement or a right created under it must be in writing signed by AEAS and is only effective to the extent set out in that written waiver.

UPDATED – 1 JULY 2026