

**Capricorn
Convention 2026
Sponsorship
Terms & Conditions**

You agree to these Conditions

1. Capricorn Society Limited (“**Capricorn**”, “**we**” or “**us**”) is inviting Capricorn Preferred Suppliers (each a “**Supplier**”) to apply for a range of sponsorship rights (“**Sponsorship Rights**”) as detailed in the *Sponsorship Opportunities Convention June 2026 Cefalù, Sicily* (“**Sponsorship Opportunities**”) flyer for the Capricorn Convention, scheduled from 7 June 2026 to 13 June 2026 at Club Med, Cefalù, Sicily, Italy (“**Convention**”).
2. If you are a Supplier and you apply for Sponsorship Rights you are deemed to have agreed to these *Capricorn 2026 Convention Sponsorship Terms and Conditions* (“**Conditions**”).

Applying for Sponsorship Rights

3. By submitting a *Capricorn Convention 2026 Sponsorship Registration Form* (“**Registration**”) to us, you are making an irrevocable offer to pay us the fee as detailed in the *Registration* (“**Fee**”) in consideration for us providing you with the Sponsorship Rights in accordance with these Conditions.
4. Following receipt of a *Registration*, we will advise you as soon as reasonably practicable whether or not your *Registration* has been accepted. We may accept any *Registration* for multiple Sponsorship Rights in part or in full.
5. Any decision to accept or decline a *Registration* is made in our absolute and unfettered discretion. We are not obliged to discuss or justify any decisions to you or anyone else.

Payment of the Fee

6. If your *Registration* is accepted, we will issue you with a tax invoice for the Fee on or about January 2026, with payment due on the date set out on the invoice.
7. We may set-off and deduct any payment due by you to us under these Conditions from any amount due by us to you on any basis whatsoever (including under any Preferred Supplier Trade Agreement between you and us). For the avoidance of doubt, if payment is not received from you in full by the due date set out on the invoice, we will set off the amount owing against any payment we make to you the following month (if any).

Sponsorship Rights

8. The description of the Sponsorship Rights in this clause and in the Sponsorship Opportunities flyer is exhaustive. Nothing in the Registration or any other thing can be construed as granting you any other rights or benefits whatsoever. Sponsorship Rights include:
 - a. two return economy airfares to Sicily, Italy, departing from Perth, Adelaide, Melbourne, Sydney, Brisbane or Auckland;
 - b. airport transfers to and from Club Med Cefalù;
 - c. six nights’ twin-share accommodation at Club Med Cefalù;
 - d. signage placement opportunities within selected package location;
 - e. branding opportunities for the event and around the resort;
 - f. entry for two people to all Convention seminars and social events including the Welcome Dinner and Gala Dinner, happy hours and keynote speakers; and
 - g. meals and a variety of drinks served each day for two people as determined by ClubMed.

With regard to the above, please note:

- h. the airfares, as outlined in subclause (a), will be for flights on specific dates (“**Travel Dates**”) to be advised by Capricorn. Additional fees will apply for any requested changes to Travel Dates; and
- i. the accommodation, as outlined at subclause (c) above, includes one room, twin share only. For the avoidance of doubt, no additional rooms will be provided.

Exercising Sponsorship Rights

9. Notwithstanding anything else in these Conditions, the exercise of any Sponsorship Rights is subject to our prior approval of any advertising and promotional content or material that you intend to use, including any signage, branded apparel presentation content or other goods or materials (collectively “**Sponsor Content**”).
10. We reserve the right to withhold approval of Sponsor Content if, in Capricorn’s reasonably held opinion, the Sponsor Content (or the provision of the Sponsor Content):
 - a. does not comply with any deadlines, specifications, environmental standards or other standards as required by us, as notified by us to you;
 - b. does not comply with all relevant laws, including the Australian Consumer Law’s prohibition on misleading or deceptive conduct;
 - c. is likely to cause offence; or
 - d. is likely to bring the Convention, you or Capricorn into disrepute.

11. In the event the Sponsor Content is not approved by us in accordance with clause 10, we may request the Sponsor Content is submitted, or revised and resubmitted, by a specified date. At the discretion of Capricorn, a failure to comply with this clause, or to obtain our approval under this clause, may constitute a material breach of the Conditions.
12. The absence of our express approval of Sponsor Content cannot be construed as implied approval. It is your responsibility to obtain our express approval prior to exercising any Sponsorship Rights.
13. For the avoidance of doubt, we will not be held liable for any loss, claim, demand, obligation, expense, cost or damage that you may suffer, incur or expend by reason of or in any way consequent upon, arising out of or incidental to, our decision to withhold approval of any Sponsor Content.
14. You are solely responsible and liable for the Sponsor Content. You warrant that all Sponsor Content that you have supplied to Capricorn, however used:
 - a. complies with any relevant specifications stated in the Registration or reasonably required by us;
 - b. is truthful and accurate and complies with all applicable legislation, rules and standards (including relating to decency, forms of public expression, privacy and intellectual property rights); and
 - c. complies with these Conditions.
15. In exercising the Sponsorship Rights, you must not do anything or become involved in any situation which, in our reasonable opinion, brings us into public disrepute, contempt, scandal, ridicule, offends public opinion or reflects unfavourably upon our reputation in any country in which we operate and in this regard we will be the sole arbiter.
16. You agree to make good any damage to property caused by you in exercising or purporting to exercise your Sponsorship Rights to the full satisfaction of the affected property owner, including Club Med Cefalù.
17. In exercising the Sponsorship Rights, you agree that you and any attendee are subject to the *Capricorn 2026 Convention Terms and Conditions*, a copy of which is available at <https://www.capricorn.coop/TC/>.
18. All costs and expenses not outlined in clause 8(a) to (g), whether incurred directly or in connection with the Convention (including, but not limited to, additional meals and drinks, travel insurance, passports, visas, taxes, healthcare, items of a personal nature, in-room charges, trips and excursions, and additional transfers), must be organised by you and are at your own cost.

Production and transporting of Sponsor Content

19. As part of the Fee we will arrange at our cost for all Sponsor Content that is signage to be produced on your behalf by a third party printer in quantities and to a quality determined by us and delivered to Club Med, Cefalù. You agree to provide us with anything reasonably requested to facilitate the production of signage, by the requested date, including electronic copies of trademarks and images to be used on the signage in the form required by the third party printer. All signage will be disposable and will be destroyed at the end of the Convention. With the exception of signage arranged by us under this clause, no other signage may be brought to or used at the Convention unless approved in advance by us.
20. We make no warranty in respect of, and take no responsibility for, signage produced on your behalf by a third party printer. To the extent reasonably practicable we will pass on to you the benefit of any warranties provided by the third party printer.
21. You, at your own cost, are responsible for the transporting and delivery of all Sponsor Content that is not signage (or that is signage approved under clause 19) to Club Med, Cefalù prior to the Convention and the return or destruction of the same at the end of the Convention.
22. You may be charged a reasonable fee, payable on demand, for any Sponsor Content that we or Club Med, Cefalù are required to store, handle, distribute, transport or destroy.

You grant us certain rights

23. You grant us free of charge the irrevocable, perpetual, and non-exclusive right to use your name, trademarks, image, and other relevant details in our promotional materials connected with Convention, including naming you as a sponsor of Convention. We acknowledge that nothing in this clause gives us any interest in any trademark, image or other intellectual property owned by you.

Our right to cancel Sponsorship Rights for cause

24. We may immediately cancel, in part or in full, the Sponsorship Rights without notice, if you materially breach these Conditions. If the Sponsorship Rights are cancelled under this clause:
 - a. you must immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise all Sponsor Content; and
 - b. any Fee paid will be non-refundable to the extent of any unrecovered costs incurred by Capricorn in

connection with the cancellation of the Sponsorship Rights, and you will remain liable for the payment of any portion of that amount that is unpaid at the date of cancellation.

Cancellation of Sponsorship Rights without cause

25. Either party may, at their discretion and on notice to the other, cancel the Sponsorship Rights.
26. If we cancel the Sponsorship Rights under clause 25 we will refund any payment of the Fee received pursuant to clause 27.
27. If you cancel the Sponsorship Rights more than 30 days prior to the Convention, Capricorn may charge you a fee (including by way of deduction from any Fee already paid) ("**Cancellation Fee**") equal to any unrecoverable costs incurred by Capricorn in connection with your cancellation of the Sponsorship Rights (including, for example, accommodation costs, printing costs for banners and cost of promotional materials). If you cancel the Sponsorship Rights within 30 days of the Convention, the Fee will be non-refundable.

Application of these Conditions after cancellation

28. Upon cancellation for any reason, these Conditions will be at an end and both you and Capricorn will be released and discharged from any further performance under these Conditions. Any rights or obligations accrued prior to cancellation continue unaffected.

Our liability is limited

29. Under no circumstances will we be liable for any diminishment in the Sponsorship Rights caused by or arising out of:
 - a. actual, anticipated or threatened events such as war, fire natural and man-made disasters, action by government authority, political unrest, industrial dispute, terrorist action, epidemic, pandemic or health risks (including Covid-19) and associated restrictions imposed by government or other authorities, transport delays, adverse weather conditions or amendments by providers of goods and services that are beyond our reasonable control which result in you receiving reduced benefit from the Sponsorship Rights and/or being unable to exercise the Sponsorship Rights in part or in full;
 - b. any postponement, cancellation, modification, amendment, variation, substitution or withdrawal of any tour, itinerary, specific program, facility or event at Convention made by us, Club Med, Cefalù or any other third party involved in the provision of such tour, itinerary, specific program, facility or event; or
 - c. any limitation (for safety or other reasons) in the number of persons that may participate in activities or events or use facilities where the Sponsorship Rights may be exercised.
30. Capricorn will, however, in good faith work with you and any third party involved such as Club Med, Cefalù, to determine how best the Sponsorship Rights can be exercised to minimise the effect of any of the events contemplated in clause 29.
31. To the extent permitted by law, under no circumstances will we be liable to you in contract, tort or otherwise, howsoever arising for loss or damage, loss of profit, economic loss, loss of goodwill, wasted costs, any third party claim against you or any indirect or consequential loss or damage of any kind whatsoever or howsoever arising in connection with these Conditions, the Sponsorship Rights or the Convention, even where we have been advised of the possibility of such loss or damage, but excepting where such loss or damage has been incurred by you as a direct result of any breach of Capricorn's obligations under these Conditions or any gross negligence on the part of Capricorn.
32. Under circumstances where our liability cannot be excluded, liability is limited to the Fee.
33. To the maximum extent permitted by law, you must bring any claims under these Conditions or otherwise in connection with the Sponsorship Rights or the Convention, within 12 months of the end of the Convention and you agree that you cannot bring any claim after this time.

Indemnity

34. You indemnify and must keep indemnified, Capricorn for any damages, costs, losses, demands or claims suffered or incurred by Capricorn ("**Liability**") as a result of your negligence or breach of these Conditions ("**Indemnified Matters**"). Such indemnity being reduced to the extent that any Liability arises as a direct result of Capricorn's negligence.
35. Subject to clause 34, to the maximum extent permitted by law, no party is liable to the other party for any loss of, or loss of anticipated, use, production, revenue, income, profits, goodwill, contract, business and savings or business interruption, whether or not foreseeable ("**Indirect Loss**"), except to the extent that such Indirect Loss is an Indemnified Matter under these Conditions.
36. If you are a "consumer" within the meaning of the Australian Consumer Law, then Capricorn may be taken to have given certain guarantees in respect of the services provided under these Conditions that Capricorn cannot

exclude or restrict by law. If Capricorn fails to comply with those guarantees, then you may have certain rights and remedies under the Australian Consumer Law. To the fullest extent permitted by law, Capricorn's liability for any such breach of these guarantees is limited to, at Capricorn's election, Capricorn:

- a. supplying the services contemplated by these Conditions again; or
 - b. paying the cost of having the services contemplated by these Conditions supplied again.
37. Capricorn makes no warranty against defects associated with the supply of services under these Conditions. However, if and only if Capricorn is taken at law to have made any such warranty, then Capricorn is taken to have provided the following statement to you:
38. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- to cancel your service contract with us; and
 - to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to choose a refund or replacement for major failures with goods. If the failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund for the unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
39. Nothing in these Conditions purport to limit the operation of a consumer guarantee imposed by law that cannot at law be lawfully limited or excluded.

General

40. These Conditions are additional to, and do not derogate from, any other agreement or terms and conditions that may apply to you, including the *Capricorn 2026 Convention Terms & Conditions*. To the extent that any conflict arises between these Conditions and any other agreement or terms and conditions in respect of the Sponsorship Rights, these Conditions will prevail.
41. You agree to receive any communications (which may include sponsorship content, emails and marketing materials), relating to the Convention from Capricorn and agree that your acceptance of these Conditions constitutes the provision of express consent to receive this content.
42. A reference to us includes our directors, officers, employees, agents, insurers, contractors, successors and assigns (and, where applicable, legal representatives).
43. A reference to 'you' is a reference to a Capricorn Preferred Supplier who has applied for Sponsorship Rights as detailed in clause 1 of these Conditions.
44. You are not entitled to assign or transfer part or all of your interests under these Conditions without first obtaining our prior written consent.
45. Unless the contrary intention appears:
- a. the singular includes the plural;
 - b. an obligation, representation or warranty in favour of two or more persons is for their benefit jointly and severally;
 - c. an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;
 - d. anything or any amount includes any part of that thing or amount; and
 - e. if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
46. Invalidity, illegality or unenforceability of any provisions of these Conditions does not affect any other provision, and these Conditions shall be construed as if any invalid, illegal or unenforceable provision was never included.
47. These Conditions are governed by the laws of the State of Western Australia and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.