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## GAME OF CHANCE COMPETITION AGREEMENT

### PART A – CONTRACT INFORMATION

	Item	Details
1.	Competition Name	National Recycling Week
2.	Competition Host	Veolia Environmental Services Pty Ltd ABN 20 051 316 584 Level 4, 65 Pirrama Road, Pyrmont, NSW 2000
3.	Competition Period	9 - 15 November 2020
4.	Are multiple entries permitted?	Yes Up to 5 entries
5.	Notifying winners	Via social media
6.	Publishing results	Via social media
7.	Prize	10 hours of free sustainability consulting valued at \$1,000

## **PART B – GENERAL CONDITIONS**

### **1. PRIVACY**

- (a) Entrants consent to the Promoter using their name, likeness, image, voice and/or social media posts content (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter.
- (b) All social media posts content (including photograph, film and/or recording of the same) become the intellectual property of the Promoter.
- (c) Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy <https://www.veolia.com/anz/legal-notice>.

### **2. WHO CAN ENTER THE COMPETITION**

- (a) Entrants must be customers of Veolia in Australia or New Zealand.
- (b) Entrants can enter the competition with personal social media accounts or from a corporate social media account.

### **3. HOW TO ENTER THE COMPETITION**

- (a) To enter, participants must upload a photo to social media (LinkedIn, Facebook or Twitter) of the business that they work for using Veolia's educational brochures and/or a photo of their clean (not contaminated) recycling stream. They will need to use the hashtag #RecycleWithVeolia tag Veolia Australia and New Zealand and the business' official social account (if available) To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
- (b) Each entrant is permitted to submit up to 5 entries.
- (c) An entry cannot be modified after it has been submitted.
- (d) The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
- (e) The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
- (f) The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
- (g) The eligibility of entries is solely within the discretion of the Promoter.
- (h) The Promoter accepts no responsibility for late, lost, misdirected or corrupted entries or other communications.
- (i) Entrants to this competition agree to a Waste Infrastructure Review conducted by the Promoter.

### **4. DRAWS AND PRIZES**

- (a) The draw will take place in Melbourne, 5pm, 13 November 2020.
- (b) There is one draw in competition.
- (c) There is one Prize to be given away. The first valid entry drawn from the total number of entries received will win 10 hours of free sustainability consulting valued at \$1,000.

- (d) Each Prize is not transferrable, exchangeable or redeemable for cash.
- (e) A winner's use of the Prize is entirely at their own risk. The Prize will be provided on the terms and conditions attached as Annexure A.

#### **5. NOTIFICATION AND CLAIMING THE PRIZE(S)**

- (a) The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
- (b) The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
- (c) The winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. The winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide. The Winner agrees to sign a media release issued by the Promoter.
- (d) It is the responsibility of each entrant to notify the Promoter of any change to their contact details.
- (e) The Prize must be used within 12 months of the draw date.

#### **6. UNCLAIMED PRIZES**

- (a) The Promoter will take all reasonable steps to identify and notify the winner in an attempt to ensure the winner receives the Prize. However, if the winner cannot be identified or does not claim the Prize within three months of the date on which the winner is determined, the Prize is forfeited.
- (b) The draw for the unclaimed Prize will take place at Melbourne, 5pm, 20 November 2020.

#### **7. TERMINATION OF COMPETITION**

If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

#### **8. LIMITATION OF LIABILITY**

- (a) The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the Prize winner and, where applicable, to any persons accompanying the Prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the Prize supplied again.
- (b) Subject to the approval of the relevant State and Territory Lottery Departments, the Promoter may:

- (i) modify or suspend the Promotion if all entrants participating in the competition until that point are notified of the changes to these Conditions of Entry, upon notification of any such changes, the affected entrants may terminate their participation in the competition without any liability to the entrant; or
- (ii) terminate or cancel the Promotion.

The Promoter will not be liable for any modification, suspension, termination or cancellation.

- (c) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights

## ANNEXURE A – PRIZE TERMS AND CONDITIONS

### CONTRACT INFORMATION

	Item	Reference to clauses in Part B	Details
1.	<b>Commencement Date</b>	Clause 1.1	<b>Within 1 year of winning draw.</b>
2.	<b>Completion Date</b>	Clause 1.1	<b>Date when Services are completed.</b>
4.	<b>Business Day</b>	Clause 1.1	New South Wales
5.	<b>Place (Law of the agreement)</b>	Clause <b>Error!</b> Reference source not found.	New South Wales
6.	<b>Veolia's Representative</b>	Clauses 1.1, 4.1	Pilar Garcia
7.	<b>Principal's Representative</b>	Clauses 1.1, 4.2	As provided before Commencement Date.
10.	<b>Notices</b>	Clauses 9.2, 10.1	
(a)	<b>Principal</b>		As provided before Commencement Date.
(b)	<b>Veolia</b>		<p>Pilar Garcia Level 5, 324 St. Kilda Road, Southbank VIC 3004  pilar.garcia@veolia.com</p> <p><b>With a copy of all notices to:</b> The Company Secretary Veolia Environmental Services (Australia) Pty Limited Level 4, 65 Pirrama Road Pyrmont NSW 2009 AUSTRALIA <a href="mailto:contract.notices_vanz@veolia.com">contract.notices_vanz@veolia.com</a></p> <p><b>With a copy of notices relating to licence compliance to:</b> The Company Secretary Veolia Environmental Services (Australia) Pty Limited Level 4, 65 Pirrama Road Pyrmont NSW 2009 AUSTRALIA <a href="mailto:licence.compliance_vanz@veolia.com">licence.compliance_vanz@veolia.com</a></p>



## GENERAL CONDITIONS

### 9. DEFINITIONS AND INTERPRETATION

#### 9.1 Definitions

- (a) **Terms and Conditions** means the contract between the winning entrant (Principal) and Veolia constituted by:
- (i) Part A: Contract Information;
  - (ii) Part B: General Conditions;
  - (iii) any other documents included or incorporated by reference in any of the above.
- (b) **Business Day** is a day other than:
- (i) a Saturday, Sunday or public holiday in the place stated in Part A Contract Information; and
  - (ii) 27, 28, 29, 30 and 31 December in New South Wales and Queensland.
- (c) **Commencement Date** means the date described in Part A Contract Information being the commencement of the Services.
- (d) **Completion Date** means the date described in Part A Contract Information being the date for the completion of the Services.
- (e) **Confidential Information** means these Terms and Conditions and any information that concerns the business, operations, finances, plans or customers of either party and is disclosed to or acquired by the other party and which:
- (i) is by its nature confidential (including, without limitation, information which if disclosed might cause harm to the disclosing party's business or advantage a competitor);
  - (ii) is designated by the disclosing party as confidential; or
  - (iii) the recipient knows or ought to know is confidential,
- but does not include information which:
- (iv) is or becomes public knowledge other than by a breach of these Terms and Conditions;
  - (v) is in the possession of a party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that party; or
  - (vi) has been independently developed or acquired by a party.
- (f) **Contract Material** means all material brought or required to be brought into existence as part of, or for the purpose of, performing the Services, including but not limited to, software, source codes, inventions, designs, plans, brochures, manuals, other documents, information and data stored by any means.
- (g) **Controller** has the meaning given to it in the Corporations Act.
- (h) **Corporations Act** is the *Corporations Act 2001* (Cth).
- (i) **EOT Event** means:
- (i) an act or omission of the Principal or its officers, employees agents or other consultants or contractors (including a Variation directed by the Principal); or
  - (ii) Force Majeure.
- (j) **Force Majeure** means any event or circumstance, or combination of events and circumstances, which are beyond the reasonable control of a party and results in that party being unable to perform an obligation under these Terms and Conditions, including but not limited to:
- (i) acts of God, lightning, earthquake, flood, landslide, mudslide, storm, winds, accident, fire or explosion and any natural disasters;

- (ii) radioactive or toxic explosion;
  - (iii) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, acts of sabotage, acts of a public enemy, rebellion, insurrection, military or usurped power, martial law or confiscation by order of any government or Authority;
  - (iv) biological contamination, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (v) riot, blockade, embargo or acts of terrorism;
  - (vi) epidemic, pandemic or quarantine;
  - (vii) failure of electricity supplies or supplies of other essential services;
  - (viii) strikes or other industrial action [not confined to employees of the party seeking to rely on the Force Majeure Event];
  - (ix) order of any court or the order, act or omission or failure to act of any Government Agency or failure to obtain any necessary consent or approval of a Government Agency;
  - (x) Veolia's inability to perform the Services / Works in accordance with these Terms and Conditions by reason of an act or omission of the Principal or a third party;
  - (xi) contamination not caused by the Veolia and outside Veolia's control;
  - (xii) power surges, spikes or frequency out-of-range in main grid power supply;
  - (xiii) lack of proper land rights for the site preventing access for the Veolia to perform the Services / Works; or
  - (xiv) the site found to have cultural or historical significance
- (k) **GST Law** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.
- (l) **Insolvency Event** means, with respect to a party, that:
- (i) it is, or states that it is, insolvent, as defined in the Corporations Act;
  - (ii) it has a Controller appointed to any part of its property;
  - (iii) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property;
  - (iv) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party to these Terms and Conditions;
  - (v) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), a resolution passed, a proposal put forward, or any other action taken, in each case in connection with that party, which is preparatory to, or could result in any of the circumstances detailed in any of paragraphs (i), (ii), (iii) or (iv) above;
  - (vi) it is taken, under section 459(F)(1) of the Corporations Act, to have failed to comply with a statutory demand;
  - (vii) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act or it makes a statement from which the other party to these Terms and Conditions reasonably deduces it is so subject;
  - (viii) it is otherwise unable to pay its debts when they fall due; or
  - (ix) something having a substantially similar effect to any of the circumstances detailed in any of paragraph (i) to (viii) happens in connection with that person under the law of any jurisdiction.



- (m) **Intellectual Property** means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of intellectual property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967 (as amended from time to time) and includes all Moral Rights.
- (n) **Law** means:
  - (i) Commonwealth, State or Territory and local government legislation, including regulations, bylaws or other subordinate legislation;
  - (ii) common law and equity;
  - (iii) Authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
  - (iv) guidelines of Authorities.

(for the purposes of this definition, '**Authority**' means any national, state, local, regional, territorial or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body).
- (o) **Loss** means any action, claim, loss, liability, damage, expense or cost of any nature or kind, including the costs of defending or settling any action or claim.
- (p) **Pre-Existing IP** means Intellectual Property created or developed by or on behalf of Veolia prior to commencement of these Terms and Conditions, not developed specifically for the Principal or in contemplation of these Terms and Conditions.
- (q) **Services** mean 10 hours of free sustainability consulting valued at \$1,000.
- (r) **Veolia's Representative** means a person appointed from time to time by Veolia pursuant to clause 4.

## 9.2 Interpretation

In the interpretation of these Terms and Conditions:

- (a) The singular includes the plural and any gender includes all genders.
- (b) All covenants and agreements in these Terms and Conditions shall be binding on the parties' successors, legal personal representatives and permitted assigns.
- (c) These Terms and Conditions shall be construed and take effect in accordance with the laws of the State or Territory specified in the Contract information and the parties submit to the jurisdiction of the courts of that State or Territory.
- (d) Each paragraph and provision of these Terms and Conditions is severable and if one paragraph or provision is declared void, illegal or unenforceable, the remaining paragraphs and provisions shall remain in full force and effect, with such amendments (if any) that are appropriate for this purpose.
- (e) The terms and conditions of these Terms and Conditions apply to the exclusion of all other terms and conditions unless otherwise agreed by the parties in writing.
- (f) A reference to including, includes or include must be read as if it is followed by (without limitation).
- (g) A reference to any legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision.

## 10. ENGAGEMENT

### 10.1 Engagement

Veolia must perform the Services in accordance with these Terms and Conditions.

### 10.2 Time

The Principal must grant Veolia a reasonable extension of time for any delay to the Services caused by an EOT Event.

## **11. OBLIGATIONS**

### **11.1 Performance of the Services**

Veolia must:

- (a) perform the Services:
  - (i) in accordance with the express requirements of these Terms and Conditions;
  - (ii) to the standard of skill and care to be expected of a consultant experienced in the type of services such as the Services;
  - (iii) in compliance with all applicable Laws;
- (b) when on the Principal's premises and using the Principal's facilities, comply with the Principal's policies and procedures relating to workplace health and safety and environment relating to the Principal's premises and facilities, provided that the Principal has provided Veolia with a copy of the same.

### **11.2 Personnel**

Veolia must ensure that all personnel engaged by it in connection with the Services are appropriately qualified, competent and experienced to provide the Services in accordance with these Terms and Conditions.

### **11.3 Confidentiality**

- (a) Confidential Information disclosed by a party to another will remain the property of the disclosing party and must be used by the recipient solely for the purpose of these Terms and Conditions.
- (b) The recipient must not disclose Confidential Information to anyone except:
  - (i) its officers, employees, advisors who:
    - (A) have a need to know (and only to the extent that each has a need to know); and
    - (B) before disclosure, have been directed by the disclosing party to keep confidential all Confidential Information; or
  - (ii) those parties approved in writing by the disclosing party before disclosure.
- (c) It will not be a breach of a party's obligations of confidence if that party:
  - (i) is required by Law to disclose Confidential Information; and
  - (ii) notifies the other party before it does so, or if that is not possible, immediately afterwards.
- (d) Immediately after a request by the disclosing party, the non-disclosing party must return to the disclosing party:
  - (i) all Confidential Information in material form (eg on paper or disk);
  - (ii) those parts of all notes and other records based on or incorporating Confidential Information; and
  - (iii) all copies of Confidential Information and those parts of notes and other records referred to in paragraphs 3.3(a) and 3.3(b), in the recipient's possession or control at the time.
- (e) The obligations of confidentiality in this clause 3.3 survive termination of these Terms and Conditions.

### **11.4 Information**

The Principal must promptly provide Veolia with information sufficient to enable Veolia to perform the Services.

## **12. PERSONNEL AND SUBCONTRACTING**

### **12.1 Veolia's Representative**

The person named in Part A Contract Information or any other person Veolia nominates in writing, is Veolia's representative for the purposes of these Terms and Conditions and has authority to act on Veolia's behalf for those purposes.

### **12.2 Principal's Representative**

The person named in Part A Contract Information, or any other person the Principal nominates in writing, is the Principal's representative for the purposes of these Terms and Conditions and has authority to act on the Principal's behalf for those purposes.

## **13. INTELLECTUAL PROPERTY**

### **13.1 Veolia's to retain ownership**

Nothing in these Terms and Conditions grants or transfers any existing or future rights in, or transfers title, to any:

- (a) Pre-existing IP;
- (b) Intellectual Property in the Contract Material or any other Services deliverable;

all of which remain the property of Veolia.

### **13.2 Veolia Licence Principal to use the Intellectual Property**

Veolia grants the Principal a non-exclusive, non-transferable, royalty-free licence to use Intellectual Property including Pre-existing IP which has been supplied to the Principal as part of the Services for the sole purpose for which the Services are provided.

### **13.3 Principal Licence Veolia to use the Intellectual Property**

The Principal grants Veolia a non-exclusive, royalty-free licence to use Intellectual Property in any material which has been supplied to Veolia, for the purpose of providing the Services.

## **14. FORCE MAJEURE**

### **1.1 Obligations**

Non-performance as a result of a Force Majeure by either party of an obligation or condition required by these Terms and Conditions to be performed:

- (a) will be excused during the time and to the extent that such performance is prevented, wholly or in part, by the Force Majeure; and
- (b) will not to that extent give rise to any liability to the other party for any direct, indirect, consequential or special losses or damages of any kind arising out of, or in any way connected with, that non-performance,

but neither party will be relieved by a Force Majeure of any obligation to pay a sum of money under these Terms and Conditions.

### **1.2 Notice**

A party which is, by reason of Force Majeure, unable to perform an obligation or condition required by these Terms and Conditions to be performed will:

- (a) notify the other party as soon as possible giving:
  - (i) reasonably full particulars of the event or circumstance of Force Majeure;
  - (ii) the date of commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations; and
  - (iii) where possible, the means proposed to be adopted to remedy or abate the Force Majeure;

- (b) use reasonable endeavours to overcome or avoid the effects of the Force Majeure provided that nothing in this clause will require a party to settle a strike, lockout, ban or other industrial disturbance against its judgment.

## **2. LIABILITY**

### **2.1 Limitation of Liability**

- (a) To the full extent permitted by law and subject to clauses 7.1(b) and 7.2, Veolia's total liability for any and all Loss arising under or in connection with these Terms and Conditions, the provision or failure to provide the Services, whether in tort (including negligence), in contract (including indemnities), under statute or otherwise, is limited to \$0.
- (b) Veolia will not be liable for any Loss caused or contributed to by an act or omission of the Principal, or an employee, agent or contractor of the Principal, to the extent that person has contributed to such Loss.

### **2.2 Exclusion of Consequential Loss**

To the full extent permitted by law, Veolia will not be liable for any indirect, consequential or special loss arising out of or in connection with these Terms and Conditions or its performance, whether in tort (including negligence), in contract (including indemnities), under statute or otherwise.

## **3. TERMINATION**

### **3.1 Termination for Insolvency**

Either party may immediately terminate these Terms and Conditions by written notice if the other party is subject to an Insolvency Event..

### **3.2 Termination for Default**

- (a) If either party commits a substantial breach of these Terms and Conditions (the defaulting party), the non-defaulting party may give the defaulting party a notice which must:
  - (i) state it is a notice given under this clause;
  - (ii) specify the alleged breach with reasonable details;
  - (iii) require the defaulting party to show cause in writing why these Terms and Conditions should not be terminated; and
  - (iv) give a date and time by which the defaulting party must show cause which may be not less than twenty eight (28) days after the notice is received.
- (b) Within the twenty eight (28) day period, or such further period as may be agreed between the parties, the defaulting party must give notice in writing showing cause why these Terms and Conditions should not be terminated;
- (c) the non defaulting party, acting reasonably and in good faith, must consider the notice from the defaulting party (if any) and, if not reasonably satisfied, may give notice in writing to the defaulting party terminating these Terms and Conditions.

### **3.3 Effect of Termination**

Termination of these Terms and Conditions is without prejudice to any accrued rights or remedies of the parties.

## **4. DISPUTE RESOLUTION**

### **4.1 Disputes and Differences**

All disputes and differences in respect of these Terms and Conditions must be resolved in accordance with this clause 12.

### **4.2 Notice**

If a dispute arises between the parties either party may give the other a notice which:

- (a) sets out the basis of the claim;
- (b) sets out the facts upon which the claim is based; and
- (c) annexes copies of correspondence and any relevant background material.

#### **4.3 Meeting**

- (a) If the Principal's Representative and Veolia's Representative have not resolved the dispute or difference the subject of a written notice given under clause 9.1 within 15 Business Days after the giving of that notice, either party may give notice to the other party to refer the dispute or difference to the respective general managers of the parties for resolution.
- (b) If the general managers of the parties have not resolved the dispute or difference referred to in clause 9.3(a) within 15 Business Days of its referral to the general managers, either party may, after giving written notice to the other party of its intention to do so, commence litigation in respect of such dispute or difference.

#### **4.4 Condition Precedent**

The service of the notice under clause 9.2 is a condition precedent to the commencement of any litigation proceedings in respect of a dispute or difference.

#### **4.5 Urgent Relief**

Nothing in this clause 12 will prejudice the right of a party to seek urgent injunctive or declaratory relief.

### **5. GENERAL**

#### **5.1 Notices**

- (a) Any notice, consent, approval or other communication under these Terms and Conditions must be:
  - (i) in writing; and
  - (ii) delivered by hand or sent by prepaid post or email to the relevant address or email address set out in the Contract Informationand Veolia will also send a copy of:
  - (iii) all notices to Veolia under these Terms and Conditions by email to [contract.notices\\_vanz@veolia.com](mailto:contract.notices_vanz@veolia.com); and
  - (iv) all licence compliance notices to Veolia under these Terms and Conditions by email to [licence.compliance\\_vanz@veolia.com](mailto:licence.compliance_vanz@veolia.com).
- (b) Subject to clause 10.1(c), a notice is given on the day:
  - (i) if delivered by hand, the notice is delivered to the addressee;
  - (ii) if posted, 3 days after posting; or
  - (iii) If sent successfully by email, on the day it was successfully received if it is a Business Day, otherwise on the next Business Day.
- (c) If a notice delivered by hand or sent by email is delivered or sent after 5.00 pm on a day, the notice will be deemed to have been received on the next Business Day.
- (d) A party must notify the other party of any change to its details in the Contract Information.

#### **5.2 No Assignment**

Neither party may assign or encumber any right or interest under these Terms and Conditions without the prior written consent of the other party.

#### **5.3 No Waiver**



Failure by a party to compel performance of any term or condition of these Terms and Conditions does not constitute a waiver of that term or condition and does not impair the right of the party to enforce it at a later time or to pursue remedies it may have for any subsequent breach of that term or condition.

#### **5.4 Governing Law**

These Terms and Conditions is subject to and is to be construed in accordance with the laws of the State or Territory specified in the Contract Information, and each party submits to the non-exclusive jurisdiction of the courts of that State or Territory.