

Constitution for Exodus Battle LARP Pty Ltd.

1. Name of the Business and the game

The business behind the Exodus Battle LARP is Exodus Battle LARP Pty Ltd

The game, which is the service provided by Exodus Battle LARP Pty Ltd, is Exodus

2. Definitions

2.1 Key terms and roles

Director: An executive member of the business charged with managing business operations according to *Corporations Act 2001 (Cth)*.

Managing Director: The chief officer of Exodus Pty Ltd and ultimate authority in relation to business decisions

Chief Financial Officer: The officer ultimately responsible for the finances of Exodus Pty Ltd

Chief Information Officer: The Chief Information Officer is a non-director executive of Exodus responsible for the game and player information

Steering Committee: The steering committee is the representative body of the community to the Directors of Exodus Pty Ltd

Community Financial Monitor: The Community Financial Monitor is the member of the Exodus community with privileged, view-only access of financial records for reporting to the Steering Committee as required

Player: This is the general term of reference for a member of the Exodus community who participates in Exodus events

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;

Exodus Battle LARP - Constitution

- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic transmission.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.

3. Objects of Exodus Pty Ltd

The first object of Exodus Battle LARP Pty Ltd is to provision the service of the Exodus Battle LARP game for the enjoyment of the players. Exodus Battle LARP Pty Ltd will carry this out in accordance with its own Professional Standards declaration.

4. Powers of Exodus Pty Ltd

Solely for furthering the Objects, Exodus Battle LARP Pty Ltd, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act 2001 (Cth)*.

Exodus Battle LARP - Constitution

5. Membership

The membership of Exodus Battle LARP Pty Ltd is restricted to the shareholders. Only the Directors of Exodus Pty Ltd have been allocated shares, but this is subject to future release of shares at the discretion of the Directors of Exodus Pty Ltd.

The Directors may, acting in the best interests of Exodus Battle LARP Pty Ltd and in good faith, accept or reject an application.

6. Delegations

The delegations clause recognises that the Directors will delegate some functions and tasks to special committees or individuals as required. This clause sets out how such delegations should be made and how they operate.

The standard practice is that the instrument is a list/register of delegations, which is subject to a formal resolution of the Directors after consultation with the Steering Committee. In addition to the register of delegations, the resolution to approve the delegations should be clearly recorded in the instrument also.

Delegations can in some cases include the authority to spend the funds in accordance with the budget of Exodus Battle LARP Pty Ltd.

6.1 Directors May Delegate Functions

The Directors may jointly, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Directors will jointly determine what powers these committees are given. In exercising its power under this clause, the Directors should take into account broad stakeholder involvement.

6.2 Directors May Delegate Functions

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6.3 Delegation by Instrument

In the establishing instrument, the Directors jointly may delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and

Exodus Battle LARP - Constitution

(b) a function imposed on the Directors by the Act, any other law or this Constitution.

6.4 Delegated Function Exercised in Accordance with Terms

A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

6.5 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Directors under this Constitution and the Act.

6.6 Delegation May be Conditional

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

6.6 Revocation of Delegation

The Board may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Board may also amend or repeal any decision made by a body or person.

7. Records and Accounts

7.1 Records

The Directors and any Delegates shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings. It shall produce these as appropriate.

7.2 Records Kept in Accordance with the Act

(a) Proper accounting and other records of Exodus Battle LARP Pty Ltd including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the secretary.

(b) Subject to the Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of Exodus Battle LARP Pty Ltd will be open for inspection by the Community Financial Monitor and the Steering Committee.

Exodus Battle LARP - Constitution

8. Income

(a) Income and property of the Association shall be:

- (i) derived from such sources; and
- (ii) managed in such manner;

as the Board determines from time to time subject always to the Act and this Constitution.

(b) The income and property of Exodus Battle LARP Pty Ltd shall be applied primarily towards the promotion of the Objects.

(c) Except as prescribed in this Constitution or the Act:

(i) no portion of the income or property of Exodus Battle LARP Pty Ltd shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Director; and

(ii) no remuneration or other benefit in money or money's worth shall be paid or given by Exodus Battle LARP Pty Ltd to any Member who holds any office of the Club.

(d) Nothing in clauses 31(b) or 31(c) shall prevent payment in good faith to any Member for:

- (i) any services actually rendered to Exodus Battle Larp Pty Ltd whether as an employee, director or otherwise;
- (ii) goods supplied to Exodus Battle LARP Pty Ltd in the ordinary and usual course of operation;
- (iii) interest on money borrowed from any Member;
- (iv) rent for premises demised or let by any Member to Exodus Battle LARP Pty Ltd; or
- (v) any out-of-pocket expenses incurred by a Member on behalf of Exodus Battle LARP Pty Ltd;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

9. Winding Up

- (a) Subject to this Constitution Exodus Battle LARP Pty Ltd may be wound up or cancelled in accordance with the Act.
- (b) The liability of the Members of Exodus Battle LARP Pty Ltd is limited.
- (c) Every Individual Member undertakes to contribute to the assets of Exodus Battle LARP Pty Ltd if it is wound up or cancelled while they are a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of Exodus Battle LARP Pty Ltd contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up or cancelling the registration of the Club, provided that any such payment shall not exceed such an amount as might be deemed unreasonable or appropriate to the Member.