

SPONSORSHIP BOOKING TERMS & CONDITIONS

- a) Where appropriate, Goods & Services Tax (GST) is applicable to all goods and services offered by the Sponsorship & Exhibition Managers and all prices are **inclusive of the GST**. GST is calculated at the current legislated rate of 15% in New Zealand. The Sponsorship & Exhibition Managers reserve the right to vary the quoted prices in accordance with any movements in the legislated rate of the GST.
- b) Sponsorship will be allocated only on receipt of a signed Booking Form and Booking Terms & Conditions. A letter of confirmation will be provided to confirm the booking, together with a tax invoice for the required deposit. The deposit is payable 14 days from the date of the tax invoice. The balance is due and payable by **12.01am NZST 3 months prior to the event start date**. Applications received after 12.01am NZST 3 months prior to the event start date must include full payment. Payments for sponsorship of \$5,000 and under will be required to be paid within 14 days from the date of the tax invoice. These terms are applicable unless stated otherwise.
- c) All monies are payable in New Zealand dollars (NZD).
- d) All monies due and payable must be received by the Sponsorship & Exhibition Managers prior to the Event. No organisation will be listed as a sponsor in any official Event material until a completed, signed Booking Form and full payment have been received by the Sponsorship & Exhibition Managers.
- e) If any payment is not received by the Sponsorship and Exhibition Managers by the applicable due date then the provision of agreed entitlements for the sponsorship will immediately be withdrawn or suspended at the sole discretion of the Sponsorship & Exhibition Managers
- f) CANCELLATION POLICY:

Postponement

a) In the event of postponement by the Host Organisation, the Sponsorship & Exhibition Managers or the venue, all Sponsorship & Exhibition bookings will be carried over to the revised Event dates.

Cancellation by Organisers

a) In the event of cancellation by the Host Organisation, Sponsorship & Exhibition Managers or the venue, all Sponsorship & Exhibition payments will be fully refunded subject to deduction of any credit card or bank fees that the Host or Sponsorship & Exhibition Managers may incur.

COVID-19 implications

a) Should a Sponsor's attendance to the Event be impacted by any restrictions enforced by COVID-19 government regulations, the Organising Committee will discuss the available options on a case by case basis and come to a mutual agreement with the Sponsor.

Cancellation by Sponsor:

a) In the event of cancellation by the Sponsor (other than as a consequence of force majeure), the following cancellation fees will apply:

- (i)** More than 91 days prior 50% of the total payment due will be applicable
- (ii)** Between 90 and 61 days prior to the Event: 70% of the total payment due will be applicable
- (iii)** From 60 days prior to the Event: 100% of the total payment due will be applicable

Should a cancellation be made prior to payment, the appropriate cancellation fee will be applicable, and the Sponsorship & Exhibition Managers will issue an invoice which will be due and payable within seven (7) days.

No sponsor shall assign, sublet or apportion the whole or any part of their sponsorship package except upon prior written consent of the Sponsorship & Exhibition Managers.

- g) Sponsorship monies will facilitate towards the successful planning and promotion of the Event in addition to subsidising the cost of management, communication, invited speakers, program and publications. Sponsorship monies are not expended on any entertainment incurred which is incidental to the activities of the Event.
- h) Sponsorship entitlements including organisation logo on the Event website and other marketing material will be delivered only after receipt of the required deposit or full payment.
- i) Where sponsorship involves specified support of Event Speakers:

- j) Nomination of speakers will be subject to written approval by the speaker and the Program Committee. Furthermore, at the sole discretion of the Program Committee, sponsored speakers may be asked to speak at additional keynote and/or concurrent sessions.
- k) The speaker's contract will specify that speakers must present leading edge, non-commercial papers with no obvious product endorsement and specify that speakers must act ethically, not commenting on other speakers, their presentations or sponsors' products. provav
- l) Following approval from the Program Committee, sponsors will be expected to negotiate directly with their nominated speaker and cover all costs relating to the speaker's attendance at the Event.
- m) Sponsors may have the sponsored speaker present at breakfasts, optional workshops and/or commercial sessions within the Event but at no other public, external or by invitation appearances pre or post the Event for a period of 30 days.
- n) After the sponsor has agreed with the speaker to commit to the program and associated costs have been negotiated, the Event Managers will then conduct the speaker liaison in relation to obtaining abstracts, papers, copyright waiver, speaker audio visual requirements and any other appropriate arrangements.
- o) Sponsors whose agreed entitlements include the right to host an endorsed private function will do so at their own expense and at a time and date approved by the Sponsorship & Exhibition Managers and the Host.
- p) Hosting of private functions in conjunction with the Event is limited to those sponsors who have obtained such a right within their sponsorship entitlements. The purpose of this condition is to avoid conflict between official Event functions and private functions.
- q) The Delegate List may be used by the sponsor (if entitled to do so under their sponsorship entitlements) for the purpose of contacting Event delegates only. The list must not be used by the sponsor for any purpose related to future events and shall not be transferred in whole or in part to any third party. The Delegate List may be used for up to a twelve-month period from the start date of the Event. The inclusion of email addresses in the Delegate List is at the discretion of the Sponsorship & Exhibition Managers. The Delegate List will exclude those persons who have withheld consent for use of their information in accordance with New Zealand Privacy Act 2020.
- r) Sponsors (and their employees, contractors or other representatives) will exercise due care in and around the Event venue and in all matters related to sponsorship of the Event so that no harm is caused.
- s) As a sponsor, you agree that no promise, warranty or representation has been made to you by the Sponsorship & Exhibition Managers regarding any benefit expected or other expectation you may have regarding entry in this Agreement and that you alone bear full responsibility for the sponsorship package chosen by or allocated to you.
- t) The Sponsorship & Exhibition Managers will have no liability to sponsors of any kind if anything not of their doing occurs that a sponsor may consider causes loss or damage of any kind. In the event of cancellation or interruption of the Event, the Sponsorship & Exhibition Managers will have no liability to sponsors other than any refund to which they may be entitled in accordance with these Terms & Conditions or from the Event venue.
- u) Privacy Statement – I consent to my details being shared with suppliers and contractors of the Event to assist with my participation, being included in participant lists, and for information distribution regarding other relevant events organised by the Sponsorship & Exhibition Managers. (Consent may be withdrawn at any time by notifying the Sponsorship & Exhibition Managers in writing.)

v) Force Majeure Event

- (a) Subject to the following provisions of this clause, if a Party is or will be affected by Force Majeure:
- (i) such Party will immediately notify the other Party of the Force Majeure event and its anticipated impact on the performance of this Agreement.
 - (ii) such Party will not be liable for any delay or failure to perform its obligations pursuant to this Agreement caused by such Force Majeure.
 - (iii) if a delay or failure by such Party to perform its obligations is caused or anticipated due to a Force Majeure, the performance of such obligations will be suspended.
 - (iv) if a delay or failure by a Party to perform its obligations due to such Force Majeure exceeds thirty (30) days, the other Party may immediately terminate this Agreement by providing notice in writing to the other Party.
- (b) If the Event is delayed, postponed, altered, or cancelled by a Force Majeure:
- (v) neither Party will exercise a right or remedy under this clause unless and until the Parties have endeavoured to agree upon amendments to this Agreement for the delay, postponement, alteration or cancellation of the Event.
 - (vi) The Sponsorship & Exhibition Managers will not be obliged to refund to the sponsor any part of payments already made under the Agreement.
- (c) It is the intention of the Parties that this clause will supplant the common law doctrine of frustration and the operation of the *Frustrated Contracts Act 1944* (NZ) and any applicable equivalent legislation in other jurisdictions, to the extent applicable.
- w) Late Bookings are possible, but choices may be limited. Sponsors contracted less than four (4) weeks prior to the Event start date will be charged a 15% surcharge

EXHIBITION BOOKING TERMS & CONDITIONS

- x) Where appropriate, Goods & Services Tax (GST) is applicable to all goods and services offered by the Sponsorship & Exhibition Managers and all prices in this document are **inclusive of the GST**. GST is calculated at the current legislated rate of 15% in New Zealand. The Sponsorship & Exhibition Managers reserve the right to vary the quoted prices in accordance with any movements in the legislated rate of the GST.
- y) Exhibition booths and trestle tables will be allocated only on receipt of the signed Booking Form and Booking Terms & Conditions. Preferred booth allocation is subject to availability and may be changed at the sole discretion of the Sponsorship & Exhibition Managers. A letter of confirmation will be provided to confirm the booking together with a tax invoice for the required 50% deposit. The deposit is payable 14 days from the date of the tax invoice. The balance is due and payable by **12.01am NZST 3 months prior to the event start date**. Applications received after **12.01am NZST 3 months prior to the event start date**, must include full payment. Payments for exhibition bookings of \$5,000 and under will be required to be paid within 14 days from the date of the tax invoice. These terms are applicable unless stated otherwise.
- z) All monies are payable in New Zealand dollars (NZD).
- aa) All monies due and payable must be received by the Sponsorship & Exhibition Managers prior to the Event. No exhibitor will be allowed to commence move-in operations or be listed as an exhibitor in the on-site publications until full payment and the signed Booking Form and Terms & Conditions have been received by the Sponsorship & Exhibition Managers.
- bb) If exhibition payment is not received by **12.01am NZST 3 months prior to the event start date** exhibitors will receive an email notifying that the authorised credit card supplied on the Booking Form will be charged the remaining unpaid amount.
- cc) Public and Product Liability insurance to a minimum of NZD \$20 million must be taken out by each exhibitor at their own expense. A copy of the organisation's public and product liability certificate must be submitted to the Sponsorship & Exhibition Managers at the time of submitting the Booking Form or by no later than **12.01am NZST 3 months prior to the event start date**.
- dd) CANCELLATION POLICY:

Postponement

a) In the event of postponement by the Host Organisation, the Sponsorship & Exhibition Managers or the venue, all Sponsorship & Exhibition bookings will be carried over to the revised Event dates.

Cancellation by Organisers

a) In the event of cancellation by the Host Organisation, the Sponsorship & Exhibition Managers or the venue, all Sponsorship & Exhibition payments will be fully refunded subject to any credit card or bank fees that the Sponsorship & Exhibition Managers may incur.

COVID-19 implications

a) Should an Exhibitor's attendance to the Event be impacted by any restrictions enforced by COVID-19 government regulations, the Organising Committee will discuss the available options on a case by case basis and come to a mutual agreement with the Exhibitor.

Cancellation by Exhibitor:

a) In the event of cancellation by the Exhibitor, the following cancellation fees will apply:

(i) More than 91 days prior to the Event: 50% of the total payment due will be applicable

(ii) Between 90 and 61 days prior to the Event: 70% of the total payment due will be applicable

(iii) From 60 days prior to the Event: 100% of the total payment due will be applicable

Should a cancellation be made prior to payment, the appropriate cancellation fee will be applicable, and the Sponsorship & Exhibition Managers will issue an invoice which will be payable within seven (7) days. After space has been confirmed and accepted, a reduction in exhibition space is considered a cancellation and will be governed by this cancellation policy. All communications regarding cancellation must be made in writing. Reduction in space may result in relocation of the exhibit space

at the sole discretion of the Sponsorship & Exhibition Managers. Any space not claimed and occupied before the official exhibition opening may be reassigned without notice or refund.

1. The Sponsorship & Exhibition Managers reserve the right to rearrange the floor plan and / or relocate any exhibit at their sole discretion and without notice. The Sponsorship & Exhibition Managers will not discount or refund for any facilities not used or required.
- ee) If the exhibitor intends to install a custom-built stand, the Sponsorship & Exhibition Managers must be advised, and such advice must include full details and stand dimensions. This information must be received no later than **12.01am NZST 3 months prior to the event start date**. All display construction requires the approval of the Sponsorship & Exhibition Managers and venue management. A pro rata fee will apply if any construction occupies space outside the specified space as indicated on the floor plan.
- ff) In the use of the exhibition space/booth/display table allocated to each exhibitor, and at all times in and around the Event premises, exhibitors must: (a) exercise due care for the persons, property and premises of others and will be solely liable for any harm to any person, or loss of or damage to property or premises the sponsor or its personnel cause by any act or omission, whether or not found negligent; (b) not engage in any allegedly unlawful conduct; and (c) not use or display any material that is alleged to infringe the intellectual property (including any moral rights) of any other person. The Sponsorship & Exhibition Managers reserve the right to terminate use of the exhibition booth and trestle tables, without liability to exhibitors, and exhibitors will be liable for any loss or damage suffered by the Sponsorship & Exhibition Managers, if any of these things occur or are threatened by an exhibitor or exhibitor's representatives.
- gg) No exhibitor shall assign, sublet or apportion the whole or any part of their booked space except upon prior written consent of the Sponsorship & Exhibition Managers.
- hh) The Delegate List may be used by the exhibitor (if entitled to do so under their exhibition entitlements) for the purpose of contacting Event delegates only. The list must not be used by the exhibitor for any purpose related to future events and shall not be transferred in whole or in part to any third party. The Delegate List may be used for up to a twelve-month period from the start date of the Event. The inclusion of email addresses in the Delegate List is at the discretion of the Sponsorship & Exhibition Managers. The Delegate List will exclude those persons who have withheld consent for use of their information in accordance with New Zealand Privacy Act 2020.
- ii) Exhibitors and their personnel, or other representatives will exercise due care in and around the Event venue and in all matters related to participation in the Event so that no harm is caused.
- jj) As an exhibitor you agree that no promise, warranty or representation has been made to you by the Sponsorship & Exhibition Managers regarding any benefit expected or other expectation regarding entry into this Agreement and that as an exhibitor, you alone bear full responsibility for the exhibition package chosen by or allocated to you.
- kk) The Sponsorship & Exhibition Managers will have no liability to an exhibitor of any kind if anything not of their doing occurs that an exhibition may consider causes loss or damage of any kind. In the event of cancellation or interruption of the Event, the Sponsorship & Exhibition Managers will have no liability to an exhibitor other than any refund to which they may be entitled in accordance with this Agreement or from the Event venue.
- ll) Privacy Statement – I consent to my details being shared with suppliers and contractors of the Event to assist with my participation, being included in participant lists, and for information distribution regarding other relevant events organised by the Sponsorship & Exhibition Managers. (Consent may be withdrawn at any time by notifying the Sponsorship & Exhibition Managers in writing.)

mm) The Sponsorship & Exhibition Managers are not responsible for any mandatory quarantine fees and travel and border responsibility rests with the exhibiting organisation.

nn) Force Majeure Event

- (d) Subject to the following provisions of this clause, if a Party is or will be affected by Force Majeure:
- (vii) such Party will immediately notify the other Party of the Force Majeure event and its anticipated impact on the performance of this Agreement.
 - (viii) such Party will not be liable for any delay or failure to perform its obligations pursuant to this Agreement caused by such Force Majeure.
 - (ix) if a delay or failure by such Party to perform its obligations is caused or anticipated due to a Force Majeure, the performance of such obligations will be suspended.
 - (x) if a delay or failure by a Party to perform its obligations due to such Force Majeure exceeds thirty (30) days, the other Party may immediately terminate this Agreement by providing notice in writing to the other Party.
- (e) If the Event is delayed, postponed, altered, or cancelled by a Force Majeure:
- (xi) neither Party will exercise a right or remedy under this clause unless and until the Parties have endeavoured to agree upon amendments to this Agreement for the delay, postponement, alteration or cancellation of the Event.
 - (xii) The Sponsorship & Exhibition Managers will not be obliged to refund to the exhibitor any part of payments already made under the Agreement.
- (f) It is the intention of the Parties that this clause will supplant the common law doctrine of frustration and the operation of the *Frustrated Contracts Act 1944* (NZ) and any applicable equivalent legislation in other jurisdictions, to the extent applicable.
2. Late Bookings are possible, but choices may be limited. Exhibition space contracted less than four (4) weeks prior to the Event start date will be charged a 15% surcharge.