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# TERMS & CONDITIONS

## TERMS AND CONDITIONS FOR SPONSORS AND EXHIBITORS

These terms and conditions form a contract between [Australian Society of Orthodontists and ABN 65 326 076 244] ("We", "Us", "Our") and You ("You", "Your") in connection with Your participation in the Event as a sponsor/exhibitor.

### 1. APPLICATION OF THIS AGREEMENT

#### 1.1. Application

The provisions of this Agreement apply to You in Your capacity as a sponsor, an exhibitor, or both, and supersede all other communications except to the extent expressly provided in this document.

### 2. INTERPRETATION

#### 2.1. Definitions

Expression	Meaning
Agreement	This document, as amended by written agreement from time to time.
Booking Form	The application to participate in the Event as a Sponsor and/or Exhibitor submitted by You.
Event	The conference at which You wish to be a sponsor/exhibitor.
Exhibition	Your exhibition stand or presence at the Event.
Exhibitor Entitlements	The services and benefits to be provided to You, if You are an exhibitor, as agreed or as specified in the Prospectus and/or other relevant correspondence.
Exhibition Manual	The document, if any, that We provide to You at any time prior to the Event, setting out rules and logistical requirements for the Exhibition and other related matters.
Exhibition Materials	All things and materials that You and/or Your contractors bring onto the Venue premises for the purposes of Your Exhibition, if applicable.
Fee	The sum or sums payable by You for the Sponsorship Entitlements and/or Exhibition Entitlements, as agreed or as specified in the Prospectus, the Booking Form and/or other relevant correspondence.
GST	The tax imposed or assessed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time and associated legislation.
Insolvency Event	Any form of administration in insolvency including bankruptcy, liquidation, receivership or voluntary administration, compromise with creditors, ceasing to trade or being unable to pay debts as they fall due.
Intellectual Property	All forms of intellectual property throughout the world including trade marks (whether registered or unregistered) and copyright.
Prospectus	The document We published (if any) inviting sponsors and exhibitors to participate in the Event.
Relevant Persons	Any company or other business You represent, and all of Your officers, employees, agents, contractors, volunteers and Your guests, if any, at the Event.

Sponsorship Entitlements	The services and benefits to be provided to You, if You are a sponsor, as agreed or as specified in the Prospectus and/or other relevant correspondence.
Sponsorship Materials	Information, promotional materials, other documents and things that We may request, or that You provide, to enable the supply of the Sponsorship Entitlements to You.
Transmissible Illness	Means any transmissible illness:  (a) declared by any government, government authority or the World Health Organisation as an epidemic or pandemic and includes COVID-19 and any variant or derivative of COVID-19; and  (b) in respect of which lock-downs, isolation requirements, travel restrictions or advisories against travel or face-to-face or personal contact have been issued, either at the place where the Event is to be held or from where You or any Relevant Person reside or will depart to attend the Event.
Venue	The primary venue for the Event.
Venue Rules	Rules, if any, issued by the operator of the Venue and published by Us or the Venue operator at any time before the Event.

### 3. RELEVANT PERSONS

#### 3.1. Relevant Persons

You acknowledge and agree that You enter into this Agreement for Yourself and as duly authorised agent for all Relevant Persons and You warrant that You have provided a copy of, and must ensure that all Relevant Persons comply in all respects with, this Agreement.

### 4. PROSPECTUS AND BOOKING FORM

#### 4.1. This Agreement commences if We accept Your Booking Form

This Agreement commences if and when, We accept Your Booking Form. We may reject a Booking Form for any reason We deem fit, including that any sponsorship or exhibition package has been sold out. You warrant that You have received and read the Prospectus, and applicable material on the Event Website thoroughly and that all information provided in Your Booking Form is true and correct.

### 5. FEES

#### 5.1. Payment of Fees

You must pay the Fees by the dates and times agreed or as specified in the Booking Form, the Prospectus, or other relevant correspondence.

### 6. SPONSORSHIP AND EXHIBITOR ENTITLEMENTS

#### 6.1. Provision of the Sponsorship and Exhibitor Entitlements

Subject to Your compliance with this Agreement, including the payment of Fees in full, You are entitled to the Sponsorship Entitlements and/or the Exhibitor Entitlements specified in the Prospectus, the Booking Form and/or other relevant correspondence, or as otherwise agreed.

#### 6.2. Entitlements are not exclusive to You

Except as expressly specified to the contrary in the Prospectus, and/or other relevant correspondence, neither Sponsorship Entitlements nor Exhibitor Entitlements are exclusive to You in any respect.

### 7. VENUE RULES

#### 7.1. You must comply with the Venue Rules

We may notify You of applicable Venue Rules at any time, including by setting them out in, or attaching them to, the Exhibition Manual. If Venue Rules apply, You must at all times comply with them, and You warrant that You have accessed and have thoroughly acquainted Yourself and all Relevant Persons with applicable Venue Rules and, where necessary or appropriate, have given a copy of the Venue Rules to Relevant Persons.

### 8. NO WARRANTY AS TO SUCCESS, ETC, OF EVENT

#### 8.1. No warranty re success of the Event

You acknowledge and agree that We do not make and have not made any binding warranty, promise, representation or prediction concerning the number or types of businesses that will participate in the Event as a sponsor or exhibitor, the number of attendees, or the number or value of sales leads that the Event may generate for You. Any predictions We make on such matters are/were provided in good faith, but they are not binding upon Us and You warrant that You have not relied, and will not rely, on such predictions.

### 9. ADDITIONAL OBLIGATIONS OF SPONSORS, EXHIBITORS AND RELEVANT PERSONS

#### 9.1. Your conduct at the Event

At all relevant times You must (and must also ensure that Relevant Persons):

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- (a) behave in a reasonable, respectful, considerate and lawful manner;
- (b) be attired in a manner that is appropriate to the Event and that will not cause offence to any person, and wear and display identification badges or lanyards provided;
- (c) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene, and refrain from causing any nuisance or interrupting or disrupting programme content;
- (d) observe "no-smoking" signs and directions at the Venue, not carry, consume or supply unlawful drugs and, if You consume alcohol, You do so reasonably and responsibly, and not so as to become intoxicated;
- (e) not place the safety and health of any person(s) at the Event at risk and participate in any safety inductions or briefing as We, Our Client or the authorised staff of the Venue operator may direct;
- (f) not cause personal injury to, or defame, any person or damage the property of any person; and
- (g) comply promptly with Our reasonable and lawful directions, those of Our contractors and those of the Venue Operator.

### 10. COVID-19 AND OTHER TRANSMISSIBLE ILLNESSES – SAFETY

#### 10.1. Relevant Persons must not attend the Event in certain circumstances

A Relevant Person must not attend the Event if he/she has been diagnosed as having a Transmissible Illness, or is feeling unwell with symptoms that may indicate infection with a Transmissible Illness.

#### 10.2. On entry and while attending

At entry to and while attending the Event, You must ensure and procure that each Relevant Person:

- (a) complies with all applicable laws and health directives concerning any Transmissible Illness;
- (b) complies with all directions given by Our staff or staff of the venue operator, and with all protocols and procedures notified to You for safety in respect of Transmissible Illness; and
- (c) reports to Event staff any symptoms of Transmissible Illness and follows all reasonable directions given by Event staff. If requested to leave the venue, he/she must comply with that request.

### 11. GST

#### 11.1. GST to be paid on taxable supplies

All consideration provided for a supply under this Agreement or referred to in the Prospectus and/or other relevant correspondence, is calculated exclusive of GST unless the contrary is clear. You agree that You must pay GST, at the prevailing rate, on the Fees.

### 12. CANCELLATION, POSTPONEMENT, RE-LOCATION AND VIRTUAL CONVERSION

#### 12.1. Your cancellation

You may cancel Your participation as a sponsor/exhibitor, by notifying Us by email to [lara@themeetingpeople.com.au](mailto:lara@themeetingpeople.com.au). If You do not receive acknowledgement by email within two business days, please contact Us on 08 8177 2215/0411 439 410. Your entitlement to a refund or partial refund (if any) will depend on the reasons for, and timing of, Your notice of cancellation, as set out in the Prospectus and/or Event Website.

#### 12.2. Our cancellation, postponement, relocation and conversion of the Event

We may cancel or postpone the Event, re-locate the Event to a different place and venue, or convert it fully or partly to an on-line/virtual Event at any time, for any reason, including circumstances beyond Our control or the control of the operator of the Venue. We will notify You by email if any of the foregoing occurs. Your entitlement to a refund or partial refund (if any) will depend on the reasons for, and timing of, Your notice of cancellation, as set out in the Prospectus and/or Event Website.

#### 12.3. We are not liable to You if the Event is cancelled, postponed, re-located or converted to virtual

Subject to any agreed rights to a refund or partial refund, You agree that We have no liability to You or any Relevant Person for any losses, liability or claim caused directly or indirectly by cancellation, postponement, re-location or virtual conversion of the Event for any reason whatsoever.

### 13. SPONSORSHIP MATERIALS

#### 13.1. Application of this clause

This clause applies if You are a Sponsor.

#### 13.2. You must provide Materials and information in timely manner

You must, within the times We may request, and in such form as We require, provide to Us all information, banners, images, promotional materials and other documents, works and things which may be required, or that We may reasonably request, to enable the supply of the Sponsorship Entitlements. We are not liable to You for any delay in or failure to provide Sponsorship Entitlements if You do not comply with this clause.

#### 13.3. Your warranties re Sponsorship Materials

You warrant that all Sponsorship Materials are accurate, not misleading or deceptive, comply with all applicable laws and any applicable code of conduct or ethics, and that they do not defame any person or infringe the Intellectual Property or other legal rights of any person.

### 14. EXHIBITION MATERIALS

#### 14.1. Application of this clause

This clause applies if You are an exhibitor.

14.2. Information to be provided

You must, when We or the Venue operator request, promptly provide particulars of all Exhibition Materials and any information concerning Your Exhibition. We are not liable for any delay in or failure to provide Exhibitor Entitlements if You do not comply promptly with this clause.

14.3. Access, removal and timely construction of Exhibition

You agree that:

- (a) You, and any contractor You engage, must access the Venue at such times and dates as are set out in the Exhibition Manual or as We may otherwise notify, to bring Exhibition Materials into the Venue and construct Your Exhibition. You must ensure that the Exhibition is completed in accordance with the Exhibition Manual (if any) and is ready for the Event by the time and date set out in the Exhibition Manual or as We may otherwise notify; and
- (b) on conclusion or cancellation of the Event, or on termination of this Agreement, You must ensure that Your Exhibition is dismantled and that it, all Exhibition Materials and other property and rubbish is removed from the Venue, by the date and time set out in the Exhibition Manual, or as We may otherwise notify.

14.4. Exhibition and Exhibition Materials are at Your risk

We are not liable for any loss of or damage to the Exhibition, the Exhibition Materials or any of Your other property, or of any Relevant Person, howsoever caused.

14.5. Your warranties re Exhibition Materials

You warrant and agree that:

- (a) Your Exhibition complies with the Exhibition Manual and does not and will not breach the Venue Rules; and
- (b) the Exhibition and the Exhibition Materials:
  - (i) will not create a risk to the health and safety of any person and will not cause personal injury or death to any person;
  - (ii) will not damage the Venue or the property of any other exhibitor, sponsor, supplier or other person attending the Event;
  - (iii) are not and will not be considered offensive to a reasonable person, or otherwise inappropriate for display at the Event, and will not damage Our reputation, or that of the Event, the Venue, or any other participant in the Event;
  - (iv) comply with all applicable laws and any applicable code of conduct;
  - (v) do not and will not infringe the Intellectual Property, contractual, confidentiality, privacy or other legal rights of any person;
  - (vi) are not and will not be misleading or

deceptive in any respect, or contain any misrepresentation of any kind; and

- (vii) are not and will not be derogatory or defamatory of any person, organisation or product of any kind.

15. **SUSPENSION AND EJECTION**

15.1. Suspension and ejection rights

If We, acting reasonably, consider that You (including by the actions or omissions of any Relevant Person) are in breach of this Agreement in any respect, or if there is any other reasonable cause, We may eject You from the Event and suspend any or all of the Sponsorship Entitlements and/or Exhibitor Entitlements until We are satisfied that compliance will resume. The exercise of Our rights under this clause does not prevent Us from exercising other rights, for example, termination rights.

16. **TERMINATION**

16.1. Termination for cause—general

Either party to this Agreement (the “Terminating Party”) may, at its option, by written notice to the other party, terminate this Agreement with immediate effect if:

- (a) the other party is subject to an Insolvency Event;
- (b) the other party commits a breach of any term or warranty of this Agreement which is not rectified to the reasonable satisfaction of the Terminating Party within 7 days, or such lesser reasonable period, given the proximity of the breach to the Event date(s) after receipt of a notice by the Terminating Party specifying the breach; or
- (c) the other party commits a material breach of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

16.2. Our additional termination rights

We may also terminate this Agreement by written notice to You if:

- (a) You fail to pay the Fees in full, by the due date for payment; and/or
- (b) if You or any Relevant Person commit(s) (or have/has committed) any act or omission which, in Our reasonable opinion, may cause disrepute or materially damage Our reputation, or that of the Event.

17. **LIMITATION AND EXCLUSION OF LIABILITY**

17.1. Limitation of Our liability

Subject to clause 17.2:

- (a) Our total aggregate liability to You and any Relevant Person, for breach of this Agreement, for negligence or other tort and any other cause of action, for any loss including but not limited to personal injury or death (including from infection with COVID-19 or any variant or illness evolved, or that develops, from COVID-19), damage to property or to any business, will not exceed a sum being the equivalent of the Fees actually paid by You; and

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- (b) Where Our liability arises in connection with the supply of services under statute (including but not limited to the Competition and Consumer Act 2010 (Cth)), then to the extent permissible by law, Our liability is limited (at Our option), in aggregate, to supplying those services again, or the cost of doing so.

### 17.2. Exclusion of certain liabilities and losses

We are not liable to You or any Relevant Person:

- (a) for loss of profit loss of savings, loss of opportunity, damage to reputation and/or indirect and consequential loss; and/or
- (b) for travel and accommodation expenses. Expenses for travel and accommodation are at Your sole risk. We recommend that You and all Relevant Persons consider making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds. We further recommend that You and any Relevant Persons obtain insurance (if available) that will reimburse accommodation and transport costs in the event of cancellation, postponement or conversion of the Event to a fully or partly virtual event.

## 18. **ADDITIONAL LOSSES WE MAY RECOVER FROM YOU**

### 18.1. Certain additional losses recoverable by Us

You acknowledge and agree that (in addition to any other losses We may recover from You or a Relevant Person) any loss or liability We incur to the Venue operator or any other third party (such as any other sponsor, exhibitor, attendee or supplier), as a direct or indirect consequence of any negligence, any other tort, breach of statutory duty, or breach of this Agreement or of the Venue Rules by You or any Relevant Person, is a reasonably foreseeable and proximate loss recoverable by Us, from You, and/or such Relevant Person.

## 19. **PRIVACY, PROMOTIONS AND RECORDINGS**

### 19.1. Privacy

At all relevant times the parties must comply with all applicable privacy laws.

### 19.2. We may refer to You in promotional materials for the Event

You consent to:

- (a) Our inclusion and publication, on Our website for the Event, in social media and in any other materials published in any medium for promotion of the Event, of references to You as a sponsor of, and/or exhibitor at, the Event.
- (b) Our disclosure of Your contact and personal information to attendees at, and to other sponsors and exhibitors of, the Event, and to Your receipt of electronic messages concerning them and their products and services.

### 19.3. Photography and videography/filming

- (a) You may use handheld cameras and/or smart phones at the Event to take photographs and videos/films for personal,

non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of any person's intellectual property, privacy rights, or other rights.

- (b) We may hire service providers (photo/video/streaming/audio) to document and display the Event experience. We may also use social media to post photos and videos and to display select submissions at the Venue and on social media and/or Our websites.
- (c) You irrevocably authorise Us and any contractor engaged by us to record You, each Relevant Person (picture and voice) and Your participation in the Event (including Your Sponsorship Materials and Exhibition Materials) in photos, films and sound recordings (each, a "Recording") and to edit and incorporate the Recording into a photo, video gallery, short film or webinar as a record of the Event and for the promotion of Our future events.

## 20. **VARIATION OF EVENT**

### 20.1. We may vary Event

You agree that We may vary the Event at any time for any reason, without liability to You or any Relevant Person, including changes to:

- (a) the primary Venue or the location of the Event or components of the Event within the Venue;
- (b) the date(s) of the Event;
- (c) the method of delivery of the Event, such as by converting the Event to a fully or partly on-line or "virtual" event;
- (d) programme content, its order or session times, the speakers, entertainers and other presenters;
- (e) the social programme and any venue for dinners and other social events.

If (and only if) the Event is postponed, moved to a different primary venue or converted to a fully on-line or "virtual" event, We will give You notice of the relevant variation(s), and clause 12 applies. In all other cases, details of material changes will be posted on Our website. You are responsible for checking for such notifications/alerts prior to the Event.

## 21. **NOTICES**

### 21.1. How given

Any notice, approvals, request or demand or other communication ("notice") to be given under this Agreement must be in writing and must be delivered by email. Notices to Us must be sent to the following addresses:

Email:  
lara@themeetingpeople.com.au

Attention:  
Lara Malcolm, ASO Congress Manager

or such other address that We may notify You in writing, from time to time. Notices to You must be sent to the email address You specified in Your Booking Form.

21.2. When served

A notice given by email is served on the day of transmission in the location of the recipient, unless the sender's machine generates a report that the email was not sent at all or in its entirety. A notice given on a day other than a business day is served on the first business day after such day. For the purposes of this clause, a "business day" is a day other than a Saturday, Sunday or public holiday, in South Australia, Australia.

**22. GOVERNING LAW AND JURISDICTION**

22.1. Law and jurisdiction

This Agreement shall be created, performed, interpreted and enforced in accordance with the laws applicable in South Australia, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that place.

**23. TRANSFER OF THIS AGREEMENT**

23.1. Transfer of this Agreement

You must not transfer this Agreement to a third party by any means without Our prior written consent. We may transfer this Agreement by any means to any third party nominated by Us. If We wish to do so, We will give You written notice and You must promptly sign and deliver to Us such agreement or deed to effect the transfer, that We may provide.

**24. APPLICATION OF CERTAIN STATUTES**

- (a) The parties agree that rights of cancellation and refunds due to frustration of contract and force majeure are set out in this Agreement, and, to the extent that it is legally permissible to contract out of those laws, the Frustrated Contracts Act 1978 (NSW), the Australian Consumer Law and Fair Trading Act 2012 (Vic) and the Frustrated Contracts Act 1988 (SA); do not apply to this Agreement; and
- (b) Nothing in this Agreement is intended to contract out of Part 4 of the Civil Liability Act 2002 (NSW), or the provisions for proportionate liability in any other jurisdiction.

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Sponsor and Exhibitor Agreement – accepted in Booking Form