

## *Sponsorship Terms and Conditions*

RACGP is pleased to receive your application for sponsorship. RACGP aims to provide world-class events that aim to deliver informative and educational content to cultivate a stronger medical profession. These terms and conditions together with the Sponsorship Application Form constitute an agreement between you and the RACGP (**Agreement**). If there is any inconsistency between the Sponsorship Application Form and these terms and conditions, these terms and conditions will prevail to the extent of any inconsistency.

RACGP supports and maintains its values and integrity and you agree that when dealing with RACGP and becoming a part of our event you will not interfere or compromise the independence of RACGP its representatives and the event purpose and goal. Your actions and words must represent inclusivity, regarding gender, cultural background, sexual orientation, age or any other characteristic that is considered to exclude or marginalise those that have any physical or mental disabilities or those belonging to other minority groups.

By submitting a Sponsorship Application Form to us you, as a prospective sponsor and/or exhibitor, acknowledge you have read and agree to be bound by this Agreement.

In this Agreement the following words have the meanings as set out below:

- a. 'event' and 'venue' have the meaning evident from the Sponsorship Application Form and include any digital event or digital platform or any combination of these, as appropriate.
- b. 'RACGP', 'us' or 'we' means The Royal Australian College of General Practitioners Ltd (ABN 34 000 223 807).
- c. 'Sponsorship Fee' means the fee payable as stated in the Sponsorship Application Form.
- d. A reference to a party includes its officers, employees, agents, and contractors.

### **1. Acceptance and Payment**

- a. Review and decision criteria regarding sponsorship applications is at our absolute discretion. We will review all applications and once a decision has been made by us, we will notify you as to whether you have been successful or not. We know that this is important to you and endeavour to process the applications as quickly as possible. Our decision is final.
- b. If you are successful, we will issue you with an invoice for the Sponsorship Fee. This is payable in full within 14 days of the date of the invoice. Your sponsorship (including any right to attend or access any event, venue or exhibition space) will only be secured and confirmed upon receipt of payment by us of the Sponsorship Fee.
- c. All Sponsorship Fee payments must be in Australian dollars, subject to GST and are non-refundable.
- d. Should you wish to withdraw your Sponsorship Application you can do so prior to the issuing of the invoice for payment. We have the right to withdraw our acceptance of your Sponsorship Application up to a valid payment by you of the Sponsorship Fee. This means if you do not pay the Sponsorship Fee in full within 14 days of the date of the invoice as set out in clause 1(b), we may withdraw our acceptance of your Sponsorship Application, terminate this Agreement pursuant to clause 8(d)(iv) and offer the opportunity to another party.
- e. Your payment of the Sponsorship Fee confirms your acceptance of the terms and conditions set out in this Agreement.

### **2. Sponsor Exhibition Spaces**

Your sponsorship may include the opportunity to exhibit at the event venue. If so, the following terms will

apply:

- a. Exhibition spaces are allocated by us and we endeavour to provide all our exhibitors with the best available positions. Allocation is final and we will not make changes based on individual preferences.
- b. Situations may arise where we must reallocate, redesign, or vary the location, dimensions or floor plan of your allocated exhibition space, any other exhibition space or associated or adjoining area. If so, we will use our best efforts to ensure the new exhibition space is as close to the original in size and prominence as is practical. You must accept such reallocation, redesigning or variation and must not make any claim for compensation or a reduction in the amount payable or otherwise. If such a change was to occur, we will advise you in writing as soon as possible.
- c. You will:
  - i. not assign, sublet or share the whole or any part of your allocated exhibition space without our prior written consent;
  - ii. not erect any sign, display or obstruction beyond your allocated exhibition space, whether or not into an adjoining exhibitor's exhibition space or common area;
  - iii. not damage in any way the walls, floors, ceilings or any other surface of the venue or the exhibition space. You agree that any damage caused by you is payable by you and you indemnify RACGP and the venue for the full cost of rectification of such damage;
  - iv. not serve, provide or arrange for the provision of any food or beverage at the event, or from your exhibition space or any part of the venue without the prior written consent of RACGP;
  - v. do anything which may vary or render void or voidable any insurance policy maintained by us or the venue, and
  - vi. ensure that you have obtained and hold any appropriate licences or authorisations required at law or otherwise to carry out and attend your exhibition space at the event. RACGP reserves the right to refuse the provision of alcohol or other such restricted substances.

Your sponsorship may provide you with the opportunity to present at the event. If so, you will be subject to the Presenter Terms and Conditions provided to you separately by RACGP.

Your sponsorship provides you with many opportunities to promote your organisation, however it is your responsibility to let us know if do not want to participate in any activity or promotion available to you.

#### **4. Intellectual Property**

You agree that RACGP or any other relevant party (including RACGP members and other sponsors) may publish or promote details of this event which may include details such as your name, image and role and any other details connected with the event for any purpose including marketing and providing information to those corporates and persons such as members, sponsors, or the public.

You acknowledge and agree that RACGP owns and retains ownership of the RACGP name, logo, its trademarks, and any other intellectual property including author rights as defined under the *Copyright Act 1968* (Cth) without limitation. RACGP grants to you a non-exclusive, non-transferable, royalty free, personal license to use the RACGP name, logo and trademarks provided to you, to the extent necessary to promote your sponsorship of this event.

In addition, you acknowledge the ownership of all intellectual property owned, licenced, or developed by any other sponsor, or person or corporate connected to the event and agree you will be subject to intellectual property laws of ownership and will not have rights to that material.

Unless expressly agreed otherwise, you grant to RACGP a non-exclusive, royalty free, non-irrevocable licence:

- a. to use those images supplied by you, including your logo or any related trademarked material for the sole purpose of promoting the event, for the period up to and including the date event; and
- b. to take and record, copy, reproduce or take images (digital or otherwise) of you at the event, which RACGP may reproduce or promote on or via its website (including any on demand services), any printed medium and any social media, blogs and printed articles or such other method as RACGP determines, following this event.

You must obtain RACGP's permission prior to any intended use by you of any material gathered by you at the event including photographs, videos, recordings, or images. Please note that RACGP will not grant any permission to any material associated with any other sponsor, presenter, delegate or any other attendee.

## 5. General Rules

- a. You must comply with any directions given to you by RACGP or the venue including any directions concerned with your safety and the safety of others, access times and noise levels.
- b. Any item, content, publication or other information displayed or presented by you at the event (including in your exhibition space or any part of the conference program, seminar, workshop and the like) requires the prior written approval of RACGP. RACGP may, at its discretion, remove or disallow any item or content being displayed or presented by you.
- c. You must not dismantle your exhibition space, or remove any items in anticipation of such, before the event's published closing time, unless otherwise agreed.
- d. You must ensure that you have obtained all necessary permits and authorisations and you must act at all times in accordance with the law.
- e. Other than with approved official RACGP endorsement, you must not represent RACGP's endorsement of you, your services or your products in any way.
- f. RACGP does not guarantee nor does it make any representations regarding the minimum numbers or types of attendees or delegates to the event. We are not responsible or liable for any refund or compensation in any way, if the total number or type of attendees or delegates are below your expectations.
- g. Should circumstances occur where RACGP deem it necessary to convert the event to a different format such as online, or move the event your sponsorship and this Agreement will continue to apply.
- h. You will advise us of any changes to your key personnel and their contact details by notifying us as soon as possible by email to [partnership@racgp.org.au](mailto:partnership@racgp.org.au).

## 6. Risk Management

- a. Use of the venue and all associated facilities is at your own risk.
- b. Despite any approval granted by RACGP pursuant to clause 5(b), it is, and at all times remains, your responsibility to ensure all materials, products or samples, promoted, provided or available at the event comply with all relevant codes governing them (for example, the [Medicines Australia](#) Code of Conduct, the [Australian Self-Medication Industry Ltd](#) Code of Practice or the [Recruitment, Consulting and Staffing Association of Australia](#) professional conduct regime). Your supply of materials, products or samples to any person before, during or after the event is entirely at your risk.
- c. We reserve the right to take all necessary actions (including refusing to distribute your products during the event) if we consider your materials, products or samples may not comply with relevant codes or laws, or damage RACGP's, attendees' or other partners' reputation. If we exercise this right, you will not be entitled to any refund or to claim for any compensation, loss or damage.
- d. We ordinarily rely on security provided by the event's venue; however, we may (but are not obliged to) engage additional security. If RACGP need to engage additional security due to your attendance or you elect to engage additional security, you must do so at your cost and with our prior written consent.

- e. Despite anything else in this Agreement, the RACGP accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials, exhibit or other belongings brought by you or on your behalf to the venue, whether by fire, theft, accident, injury or otherwise. We recommend you obtain appropriate insurance to cover any related loss or damage.
- f. We make no representations, warranties or guarantees that the platform used for digital events is or will be free from viruses, worm, Trojan or other malicious code. You are responsible taking your own precautions in this respect.
- g. By bringing any items or equipment (whether or not electrical or electronic) into the venue, you warrant they are safe, compliant with all relevant standards and approvals, and will function without loss or damage to persons or property.
- h. You must effect and maintain current employers liability, public liability insurance and if relevant product liability insurance (at a coverage of at least \$10 million one event) covering your exhibition space, products and equipment, for the duration of your involvement in the event (including any bump-in and bump-out periods. You must promptly provide us with valid certificates of currency on our request for these policies.
- i. To the maximum extent permitted by law, either party is excluded from all indirect or consequential liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) in connection within the event.
- j. Any liability incurred by us and your sole remedy in connection with the event will be limited at our election to the replacement of any goods or services or the repair of any goods (or reasonable payment for the same), save that nothing in these conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the *Competition and Consumer Act* (Cth) and the Australian *Consumer Law*. If these Acts impose any inalienable consumer rights these Conditions are to be read down but only to the extent of any inconsistency.
- k. You release us from any action, suits, proceedings, claims, demands, costs, and expenses, incurred in connection with your acts, omissions or negligence in connection with this Agreement or any event. You further indemnify the RACGP, its employees, agents, contractors, and sub-contractors against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis) arising directly from an act or omission by you in connection with this Agreement. Any such amount is a debt due and payable within 20 business days of request.
- l. Nothing in this Agreement derogates or detracts from any obligations imposed by the venue, which are additional.

## **7. Force Majeure**

In the event the opening, closing or duration of the event is cancelled or amended whether by our decision or that of the venue, and for any reason, including but not limited to fire, flood, labour disputes, natural disasters, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes or other similar events, we may cancel the event. If so, you will not be entitled to claim for any compensation, loss, or damage, however the RACGP will at its option provide you with a refund or reallocation of the Sponsorship Fee paid by you towards another event or other sponsorship opportunity provided by the RACGP.

## **8. Termination**

Either party may terminate this Agreement by written notice if the other party is in breach of a material obligation, including failing to strictly comply with:

- a. the terms and conditions contained in this Agreement,
- b. the Sponsorship Application Form; or
- c. any relevant event prospectus.

- d. In addition to other termination rights contained in this Agreement, we may immediately terminate this Agreement by written notice to you if you:
- i. fail to comply with any relevant requirements stipulated by the fire department, health department or applicable State, Territory or Commonwealth law, and the failure is incapable of remedy or, if remediable you fail to remedy it within five business days of us given you notice of your failure;
  - ii. are, or are likely to cause, a reputational risk to RACGP, to its members or any other exhibitor, sponsor or event attendee;
  - iii. engage, or in our reasonable opinion have or are likely to engage, in any illegal, inappropriate or unacceptable conduct or activities; or
  - iv. do not pay the Sponsorship Fee in full within 14 days of the date of the invoice as set out in clause 1(b).

#### **9. Waiver**

The failure, delay, relaxation or indulgence on the part of the RACGP in exercising, in part or whole, any power, right or remedy conferred upon that party by this Agreement does not operate as a waiver of that power, right or remedy.

**Last updated January 2024**