

## HammondCare International Dementia Conference 11 & 12 June 2020

### Sponsorship & Exhibition Terms and Conditions

These terms and conditions (Terms) govern your participation in the Event as an exhibitor or sponsor. Please read the Terms carefully as they contain important information. You acknowledge that you have read and agree to be bound by these Terms.

#### 1. Registrations

1.1 Your registration is subject to acceptance by HammondCare which acceptance will be expressly confirmed in writing (including email) after HammondCare has received Your fully completed booking form, the fee related to your registration (Fee) and any required supporting documents. HammondCare may in its absolute discretion and for any reason refuse to accept your booking form. Bookings will only be confirmed once a booking has been made online via the booking site. A tax invoice will then be generated. Payment terms are 30 days from the date the booking is made and can be made via credit card online or via bank deposit quoting the invoice number.

1.2 The Fee for the Event is correct at the time of publication. HammondCare reserves the right to change the Fee at any time but changes will not affect registrations, which have already been confirmed in writing by HammondCare. All Fees are payable in Australian Dollars. The Australian Goods and Services tax (GST) is 10% and is applicable to all goods and services provided. All items in this package are subject to an additional 10% GST amount. The exhibition manager reserves the right to vary quoted GST price in accordance with any movements in the legislated rate of GST.

1.3 Following acceptance of your registration, HammondCare will (at its discretion) issue you with an allocated area to set up your stand/exhibition at the venue where the Event is held (Venue). The floor size and location of your stand/exhibition will be at HammondCare's discretion. You may set up your stand/exhibit strictly during the times and in the manner advised by HammondCare. HammondCare reserves the right to alter or re-arrange the floor plan and or relocate an exhibitor without notice.

1.4 All monies received will contribute to the successful planning and promotion of the conference in addition to subsidising the cost of management, communications, invited speakers, programs and publications. No monies received are expended on any entertainment incurred which is incidental to the activities of the conference.

#### 2. Cancellation by You

2.1 Notification of cancellation of Your registration for the Event will be valid if made in writing (Notification) and sent to HammondCare by mail or email to the attention of the Exhibition Manager Level 4 207B Pacific Highway St Leonards NSW 2065

2.2 All cancellations received prior to 31 March 2020 in respect of packages valued at less than \$4,840 (including GST) will incur a cancellation fee of \$300. The balance of the Fee will be refunded to you by cheque. No refunds will be made for any reason after this date.

2.3 All cancellations received prior to 31 March 2020 in respect of packages valued at \$4,850 or more (including GST) will incur cancellation fee of 50% of the value of the package (including GST). The balance of the Fee will be refunded to you by cheque. No refunds will be made for any reason after this date.

2.4 After a booking has been confirmed and accepted by HammondCare, a reduction in the booking is considered a cancellation and will be governed by the same cancellation policy in clause 2.2 or clause 2.3 as applicable based on the value of the package being cancelled.

#### 3. Modification / Postponement / Cancellation of the Event or any part of the Event

3.1 HammondCare reserves the right at any time and without cause to: (a) change the format, participants, content, location and timing or any other aspect of the Event; (b) postpone the Event or any part of the Event; (c) cancel the Event or any part of the Event; or (d) cancel/terminate your registration to the Event with 2 days' written notice to You. While HammondCare will endeavour to provide you with prior notice, you acknowledge that it may not always be possible to provide such notice.

3.2 HammondCare will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you as a result of or in relation to HammondCare modifying, postponing or cancelling the Event/part of the Event or cancelling/terminating your registration to the Event.

#### 4. Your rights and obligations at the Event

4.1 You will comply with all applicable laws and regulations, including any policies and procedures reasonably issued by HammondCare and/or the Venue operators.

4.2 You agree to comply with all reasonable instructions issued by HammondCare or the Venue operators at the Event.

4.3 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited at the Event and/or in or at the Venue.

4.4 You acknowledge that You may be filmed, sound recorded and/or photographed by HammondCare, the media or any other party at the Event and HammondCare may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

#### 5 Intellectual Property

5.1 A party's intellectual property (First Party) will remain the property of the First Party and the other party (Other Party) acknowledges that nothing in the Agreement will be construed as transferring title in or ownership of any First Party's intellectual property to the Other Party.

5.2 Nothing in the Agreement entitles the Other Party to display, use, publish or otherwise refer to the First Party's intellectual property (including its name, logo or Trade Mark) otherwise than strictly in accordance with these Terms.

5.3 You agree for the use/inclusion of your name, logo and/or trade mark(s) on HammondCare's website and marketing/advertising collateral of the Event. The inclusion of your name, logo and/or trade mark(s) on HammondCare's website and/or collateral is at HammondCare's option at its discretion. Booking entitlements including incorporation on the conference website and other marketing materials will be delivered upon receipt of payment.

5.4 Any proposed use of HammondCare's intellectual property (including its name, logo or any Trade Mark) by you must be first approved by HammondCare in writing.

## **6 Confidential Information**

6.1 A party (Receiving Party) may not, either during or after the Term, use or disclose, or cause or permit to be used or disclosed, any confidential information (or allow or assist or make it possible for any person to observe or have access to any such confidential information) of the other party (Disclosing Party), except in performing its obligations under the Agreement and then only with the prior written consent of the Disclosing Party. In these Terms "confidential information" means any information that relates to the Disclosing Party, its business and its members; which the Receiving Party ought to know is confidential; or information which is identified as confidential.

6.2 The Receiving Party must, immediately on demand by the Disclosing Party: (a) return confidential information to the Disclosing Party; (b) permanently delete all confidential information from every computer disk or electronic storage facility of any type owned or used by the Receiving Party, except that the Receiving Party may retain one copy for its own audit records; and (c) cease to make use of the confidential information, and must confirm promptly with the Disclosing Party when it has done so.

6.3 Clauses 6.1 and 6.2 do not apply to the following: (a) information after it becomes generally available to the public other than because of: (i) a breach of these Terms; or (ii) any other misuse or unauthorised disclosure by the Receiving Party of any confidential information; (b) The disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body or the applicable rules of any stock exchange.

## **7 Limitations of Liability and Indemnity**

7.1 Provisions of the Competition and Consumer Act 2010 and other laws in force from time to time in Australia may impose guarantees, warranties, conditions and obligations on CPA Australia ("Implied Terms"). If any Implied Terms apply, to the extent permitted by law HammondCare's liability and your sole remedy will be limited to the refund of the Fee (if any) paid to HammondCare. Subject to any Implied Terms, all guarantees, representations, conditions and warranties of any nature are expressly excluded.

7.2 Subject to any Implied Terms and to the maximum extent permitted by applicable law, HammondCare, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that You may incur or suffer arising out of or in connection with the Event.

7.3 You agree to fully indemnify and hold HammondCare, its employees, agents, contractors and sub-contractors (Representatives) harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by HammondCare and/or its Representatives arising out of or in connection with the Event, including but not limited to: (1) a breach of these Terms; (2) Your use of the Venue or attendance at the Event; (3) any damage to the Venue or any goods located at the Venue; or (4) the infringement of any intellectual property or other right of any third party (including the Venue).

7.4 All exhibitors and sponsors are to provide current Public and Liability insurance to a minimum of \$20 million.

## **8 General**

8.1 HammondCare reserves the right to amend these Terms from time to time and You will be subject to the Terms in force at the time HammondCare registers you for the Event or you attend the Event if you do not need to register whichever is applicable.

8.2 The failure, delay, relaxation or indulgence on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.

8.3 If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant Term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms.

8.4 These Terms are governed by and are to be construed in accordance with the laws in force in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

8.5 No exhibitor shall assign, sublet or apportion the whole or any part of their booking without prior written consent from the Event manager.

## **B) PRIVACY STATEMENT**

HammondCare is committed to protecting your privacy and the confidentiality and the security of personal information provided by you. The personal information you provide is necessary to process your registration form which may include updating your record and profile information. Exhibitors and sponsors consent to their details being shared with suppliers and contractors of the Event and being sent information about other relevant events by HammondCare.