

# TERMS & CONDITIONS

## SPONSORS

FEBRUARY 2022

The following Terms & Conditions apply to Sponsors/Exhibitors of short courses/seminars/workshops hosted by the ACG:

### 1 Definitions

ACG	Australian Centre for Geomechanics
Attendee	Person who registered online, via the ACG, or through a sponsorship
Event	Any short course, seminar or workshop hosted by the ACG, whether online or in person or both, COVID-19 permitting
Personal Information	Any information that could be used to identify an individual (per the Privacy Act 1988 (Cth))
Sponsor/Exhibitor	Company or business that has entered an agreement with the ACG to financially support the Event in return for entitlements outlined in the Sponsorship & Exhibition brochure
UWA	The University of Western Australia
Website	<a href="http://www.acg.uwa.edu.au/events">www.acg.uwa.edu.au/events</a>

### 2 Fees

- 2.1 Sponsor/Exhibitor fees are as stated in the Sponsorship & Exhibition brochure and include the specified package as shown in the brochure, unless an amendment is made in negotiation with the ACG.
- 2.2 The fees are in Australian dollars and are inclusive of GST, where applicable, but do not include insurance or bank fees of any kind that may arise.
- 2.3 Fees are to be paid prior to sponsor recognition, unless prior arrangement has been made.

### 3 Entitlements

- 3.1 All Sponsor/Exhibitor entitlements (as outlined in sponsorship package brochure) must be taken up/supplied by the date specified by the ACG in communication with the Sponsor/Exhibitor, unless the Sponsor/Exhibitor notifies the ACG prior that the entitlements are released. Failure to meet deadlines may result in the loss of specific entitlements. The ACG will advise deadlines for exhibitor materials (video content, downloadable PDFs etc).

### 4 Sponsor/Exhibitor activities

- 4.1 Sponsor/Exhibitor shall be responsible for obtaining any approvals, permits, or licences required under local, State, or Federal laws that are applicable to the Sponsor/Exhibitor activity.
- 4.2 Sponsor/Exhibitor may only conduct competitions or offer prizes with the written permission of the ACG.
- 4.3 Promotion of Sponsor/Exhibitor products and services may only take place within the Sponsor/Exhibitor's allocated exhibit unless expressly stipulated as part of the entitlements.
- 4.4 It is strictly forbidden to allow anyone who is not a paid and registered Sponsor/Exhibitor to solicit or canvass within online chat/networking or to canvass on the Sponsor/Exhibitor's behalf.
- 4.5 Exhibit information and requirements will be provided to the Sponsor/Exhibitor before the event to assist in the preparation of exhibit material. The ACG reserves the right to alter or change the platform and aesthetics of the exhibition hall and booths and will advise the Sponsor/Exhibitor of any such changes.

### 5 Cancellation of sponsorship

- 5.1 The Sponsor/Exhibitor may request cancellation of their sponsorship in writing to the ACG. Any funds already paid will be rolled over to a future ACG event. A refund will not be issued.
- 5.2 Upon cancellation, the ACG shall be entitled to remove the Sponsor/Exhibitor's name, logo, and any other material relating to the Sponsor/Exhibitor from all event media. Due to the time constraints involved with the preparation of event material, the Sponsor/Exhibitor acknowledges that the ACG may be unable to remove or cover the Sponsor/Exhibitor's details upon cancellation.
- 5.3 Accordingly, the Sponsor/Exhibitor further acknowledges that the ACG may, at its discretion, continue to use this information after cancellation. However, the exhibit may be allocated to another Sponsor/Exhibitor at the discretion of the ACG.

## **6 Personal Information**

- 6.1 The ACG will use Attendee Personal Information in accordance with the UWA Privacy Policy (<https://www.web.uwa.edu.au/privacy>). The ACG supports the privacy principles contained in the *Privacy Act 1988* (Cth).
- 6.2 The ACG's primary use for Attendee Personal Information will be for documenting attendance at the Event. Attendees will only be contacted for future marketing if they have granted the ACG with permission to do so at the time of registration.
- 6.4 For Attendees based in the European Union and the United Kingdom, the ACG will use Personal Information in accordance with the General Data Protection Regulations (GDPR).

## **7 Photography and video**

- 7.1 The ACG may take photography and/or video during the event and may use either for promotional purposes.

## **8 Changes to Event**

- 8.1 The ACG reserves the right to make changes to the Event. This includes but is not limited to changes to the formats, dates, timing, and content of the event schedule and/or presentation and presenters.

## **9 Cancellation of Event**

- 9.1 The ACG reserves the right to cancel the Event at any time and for any reason and accordingly be released from their obligation to Sponsor/Exhibitors and their Attendees in accordance with these Terms & Conditions.
- 9.2 In the event of cancellation by the ACG, a full refund will be given.

## **10 Limitation of liability**

- 10.1 Sponsor/Exhibitor accepts liability for all acts and omissions of its employees, representatives, contractors, and agents, whether acting within or without the scope of their authority. Sponsor/Exhibitor agrees to indemnify the ACG against claims resulting directly or indirectly from the actions or omissions of Sponsor/Exhibitor or Sponsor/Exhibitor employees, representatives, contractors, and agents, whether within or without the scope of their authority.
- 10.2 Neither the ACG nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Sponsor/Exhibitor or to Sponsor/Exhibitor employees, representatives, contractors, or agents. Notwithstanding the indemnity hereby given, the Sponsor/Exhibitor acknowledges the risk allocations of this section are reasonable based on the understanding that the Sponsor/Exhibitor shall obtain, at its own expense, adequate liability insurance against any such injury, loss, damage, or destruction.
- 10.3 Notwithstanding the indemnity hereby given to the ACG, the Sponsor/Exhibitor must undertake to arrange appropriate liability insurance. Sponsor/Exhibitor shall ensure adequate liability insurance is maintained so as to cover all Sponsor/Exhibitor liabilities under these terms and conditions. The

Sponsor/Exhibitor's obligation to indemnify the ACG in accordance with these terms and conditions must also be adequately covered by the insurance. The ACG may request evidence of insurance.

- 10.4 The information contained in the presentations are for general educational and informative purposes only. Except to the extent required by law, the ACG makes no representations or warranties express or implied as to the accuracy, reliability, or completeness of the information stored therein.
- 10.5 To the extent permitted by law, the ACG will not be held liable for any loss or damage including direct, indirect, special or consequential loss arising out of or in connection with the Event. This includes:
- 10.5.1 The Sponsor/Exhibitor's reliance on anything contained in, or omitted from, the Event (including but not limited to visual and audio presentations by speakers and sponsors).
- 10.5.2 The Sponsor/Exhibitor's inability to access the Event and any associated services for any reason.
- 10.5.3 The failure of the Event and any associated services for any reason.
- 10.6 The Sponsor/Exhibitor acknowledges the information provided in the Event is to assist the Sponsor/Exhibitor with undertaking their own enquiries and analyses and the Sponsor/Exhibitor should seek independent professional advice before acting in reliance on the information contained therein. Whilst all care has been taken in presenting this information herein, no liability is accepted for errors or omissions. The views expressed in this event are those of the presenters and may not necessarily reflect those of the ACG.
- 10.7 To the extent permitted by law, the ACG will not be held liable for failure to perform under these Terms & Conditions to the extent such performance is affected by a force majeure event. A force majeure event is defined as any of the following, whether or not foreseeable or anticipated: Acts of God, terrorism, war, civil unrest, strike or labour dispute, breakdown, labour or material shortage, blockade or embargo, supplier failure, epidemic or pandemic, government restriction or recommendation, legal requirement, extreme weather, earthquake, drought, fire, flood, explosion, natural disaster, and/or any other event, cause or circumstance that is beyond the ACG's reasonable control.

## **11 Miscellaneous**

- 11.1 These Terms & Conditions are governed by the laws of Western Australia, Australia. The Sponsor/Exhibitor submits to the exclusive jurisdiction of the courts in Western Australia to determine any matter or dispute which arises under these Terms & Conditions.
- 11.2 If any provision of these Terms is deemed invalid or unenforceable, all or part of the provision will be severed from the Terms and will not affect the enforceability of the remaining provisions of the Terms.
- 11.3 These Terms & Conditions constitute the entire agreement between the ACG and the Sponsor/Exhibitor.

## **12 Changes to Terms & Conditions**

- 12.1 These Terms & Conditions are subject to change by the ACG at any time.

## **13 Contact**

- 13.1 For further information regarding Sponsorship/Exhibition, please do not hesitate to contact the ACG at

Email: [events-acg@uwa.edu.au](mailto:events-acg@uwa.edu.au)

Telephone: +61 8 6488 3300