

# TERMS & CONDITIONS

## SPONSOR/EXHIBITOR

JUNE 2018

1. The Australian Centre for Geomechanics, The University of Western Australia, will hereafter be referred to as the 'Organiser'.
2. **Fees:** 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 Organiser. The fees do not include insurance or bank fees of any kind that may arise.
3. 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. Sponsor/Exhibitor shall comply with the rules and regulations stipulated by the Organiser, the Health Department, and the Metropolitan Fire and Rescue Service, as well as with all relevant local, State, and Commonwealth legislation.
5. **Soliciting:** Distribution of materials including literature and souvenirs may only take place within the boundaries of the Sponsor/Exhibitor's allocated exhibit. Sponsor/Exhibitor is prohibited from distributing such materials outside the exhibit boundaries. This includes canvassing other exhibits before, during, or after event hours. It is strictly forbidden to allow anyone who is not a paid and registered Sponsor/Exhibitor to solicit or canvass outside the allocated exhibit boundaries or to canvass on the Sponsor/Exhibitor's behalf. Sponsor/Exhibitor may only photograph their exhibit. If a Sponsor/Exhibitor wishes to take photographs of another exhibit or aspect of the event, the prior written consent of the Organiser is required.
6. **Sponsor liability:** Sponsor/Exhibitor accepts liability for all acts and omissions of its employees, representatives, contractors, visitors, and agents, whether acting within or without the scope of their authority. Sponsor/Exhibitor agrees to indemnify the Organiser against claims resulting directly or indirectly from the actions or omissions of Sponsor/Exhibitor or Sponsor/Exhibitor employees, representatives, contractors, visitors, and agents, whether within or without the scope of their authority. Neither the Organiser 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, visitors, or agents. Notwithstanding the indemnity hereby given, the Sponsor/Exhibitor acknowledges that 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.
7. **Insurance liability:** Notwithstanding the indemnity hereby given to the Organiser, the Sponsor/Exhibitor must undertake to arrange appropriate liability insurance. Sponsor/Exhibitor shall ensure that 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 Organiser in accordance with these terms and conditions must also be adequately covered by the insurance. The Organiser may request evidence of insurance.
8. **Arrangement of exhibits:** Exhibit information will be provided to the Sponsor/Exhibitor before the event to assist in the preparation of exhibits. The Organiser reserves the right to alter the floorplan and will advise the Sponsor/Exhibitor of any such changes. The Sponsor/Exhibitor is prohibited from subcontracting any part of the exhibit without the written consent of the Organiser. Exhibits shall be arranged, and sponsor products placed, so as to not obstruct the general view nor hide the exhibits of other Sponsor/Exhibitor or to interfere with an adjoining Sponsor/Exhibitor. Sponsor/Exhibitor must not permit any exhibit or sponsor products to encroach upon gangways or passages. Sponsor/Exhibitor must not damage any walls, floors, or ceilings of the exhibition area in which their stand is located through the use of nails, screws, oil, paint, or any other cause whatsoever.
9. Sponsor/Exhibitor may only conduct competitions or offer prizes with the written permission of the Organiser.

10. **Event changes:** The Organiser reserves the right to make changes to the event. This includes, but is not limited to, changes to the venue, event dates, timing, and content of the event schedule and/or presentation and speakers.

11. **Cancellation of sponsorship:** Sponsor/Exhibitor may request cancellation of exhibition or sponsorship in writing to the Organiser. Refund of fees will apply as follows:

- i. 31-60 days prior to commencement date = **90% refund**
- ii. 0-30 days prior to commencement date = **75% refund**
- iii. Non-attendance = **No refund**

The Organiser reserves the right to cancel the event, and accordingly be released from their event supply obligations in accordance with these terms and conditions, if there are insufficient registrations or should the following occur:

- i. The venue be damaged or destroyed by fire, the elements, or any other cause beyond the Organiser's control; or
- ii. If circumstances make it unreasonably difficult for the Organiser to permit Sponsor/Exhibitor to occupy the exhibit space during any part or the whole of the period covered by the event.

The Organiser's liability is limited to the sponsorship/exhibition fee only.

Upon cancellation, the Organiser 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 Organiser may be unable to remove or cover the Sponsor/Exhibitor's details upon cancellation. Accordingly, the Sponsor/Exhibitor further acknowledges that the Organiser may, at its discretion, continue to use this information after cancellation. However, the exhibit will be allocated to another Sponsor/Exhibitor at the discretion of the Organiser.

12. **Privacy:** All information obtained by the Organiser will be dealt with in accordance with the Privacy Policy which can be found at [www.acg.uwa.edu.au/disclaimer](http://www.acg.uwa.edu.au/disclaimer)

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

Australian Centre for Geomechanics  
The University of Western Australia (M600)  
35 Stirling Highway,  
Crawley WA 6009

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

T: +61 (08) 6488 3300