

SPONSOR TERMS & CONDITIONS

June 2023

These Terms & Conditions together with any commercial terms (together referred to as Agreement) apply to Sponsors/Exhibitors (Sponsor/Exhibitor, you, and your) of an Australian Centre for Geomechanics (ACG) event. By applying to be a Sponsor/Exhibitor, the Sponsor/Exhibitor acknowledges that the Terms & Conditions have been read, understood, and accepted. The Sponsor/Exhibitor acknowledges and agrees that these Terms & Conditions apply whether the ACG event is delivered in-person, online, or in-person and online.

1 Agreement formation

- 1.1 This Agreement applies to you if:
 - 1.1.1 You accessed a Sponsorship Package and submitted a application form to the ACG and the ACG has accepted you as a Sponsor for an event; or
 - 1.1.2 You contacted the ACG to sponsor an event and the ACG confirmed your acceptance as a Sponsor and provided you with these Terms & Conditions.

2 Exclusivity and term

- 2.1 This Agreement commences on the date that the ACG accepts you as a Sponsor and continues until the completion of the event, unless stated otherwise.
- 2.2 The Sponsor/Exhibitor, unless stated otherwise, will not be the exclusive Sponsor/Exhibitor at an event.
- 2.3 All Sponsor/Exhibitor benefits are provided on a non-exclusive basis.

3 Fees

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

4 Entitlements

- 4.1 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).

- 4.2 Any additional or custom exhibition booth items are subject to ACG approval. Once approved, all additional or custom exhibition booth items will be arranged and paid for by the Sponsor/Exhibitor directly with the exhibition supplier.

5 Sponsor/Exhibitor activities

- 5.1 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.
- 5.2 The ACG will not be subject to any liability whatsoever in connection with Sponsor/Exhibitor agreements with third parties.
- 5.3 Sponsor/Exhibitor may only conduct competitions or offer prizes with the written permission of the ACG.
- 5.4 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.
- 5.5 It is strictly forbidden to allow anyone who is not a paid and registered Sponsor/Exhibitor to solicit or canvass on the Sponsor/Exhibitor's behalf.
- 5.6 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 area and will advise the Sponsor/Exhibitor of any such changes.

6 Registration of Sponsor/Exhibitor attendees

- 6.1 Registration for an event, where included as an entitlement of the Sponsorship Package, will be made in communication with the ACG.
- 6.2 Additional registrations, or where registration/s are not included in the sponsorship entitlements, will be made through the event's website or via the registration form in communication with the ACG.
- 6.3 Attendee fees (if applicable) are as stated on the event's website or on the registration form, unless otherwise negotiated with the ACG.
- 6.4 Attendees will receive confirmation of registration and event information from the ACG via email and on the event's website.
- 6.5 Please refer to the Attendee Terms & Conditions. Sponsor attendees acknowledge that they are bound to the Attendee Terms & Conditions.

7 Photography and video

- 7.1 The ACG may take photography and/or video during the event and may use either for promotional purposes.
- 7.2 If you do not wish to have your photo taken, please advise a member of the ACG.

8 Personal Information

- 8.1 All personal information is stored in Australia.
- 8.2 All personal information is used by the ACG in accordance with the UWA Privacy Policy (<https://www.web.uwa.edu.au/privacy>).
- 8.3 All personal information will be used in accordance with the laws of the host city and/or country if an event is held outside of Perth, Western Australia, together with the UWA Privacy Policy.

- 8.4 For Sponsors located in the European Union and the United Kingdom, personal information will be used in accordance with the General Data Protection Regulations (GDPR).
- 8.5 The ACG's primary use for personal information will be for documenting attendance at the event and for future marketing. Event sponsors will only be contacted for future marketing if they have granted the ACG with permission to do so at the time of registration.

9 Changes to event

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

10 Cancellation of event by ACG

- 10.1 The ACG reserves the right to cancel an event at any time and for any reason and accordingly be released from their obligation to Sponsor/Exhibitor in accordance with these Terms & Conditions.
- 10.2 In the event of cancellation by the ACG, a full refund of fees paid will be given. The Sponsor/Exhibitor will not be entitled to any further fees from the ACG or have any claim against the ACG in respect of cancellation of an event.

11 Cancellation of sponsorship

- 11.1 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.
- 11.2 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.
- 11.3 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.

12 Limitation of liability

- 12.1 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.
- 12.2 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 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.
- 12.3 Notwithstanding the indemnity hereby given to the ACG, 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 ACG in accordance with these terms and conditions must also be adequately covered by the insurance. The ACG may request evidence of insurance.

- 12.4 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.
- 12.5 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:
- 12.5.1 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).
- 12.5.2 The Sponsor/Exhibitor's inability to access the event and any associated services for any reason.
- 12.5.3 The failure of the event and any associated services for any reason.
- 12.6 The Sponsor/Exhibitor acknowledges that the information provided in the event is to assist the Sponsor/Exhibitor with undertaking their own enquiries and analyses and that 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 authors and may not necessarily reflect those of the ACG.
- 12.7 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.

13 Miscellaneous

- 13.1 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.
- 13.2 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.

14 Changes to Terms & Conditions

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

15 Contact

- 15.1 For further information regarding sponsorship, please do not hesitate to contact the ACG at

Email: events-acg@uwa.edu.au

Telephone: +61 8 6488 3300