

# SPONSORS – TERMS & CONDITIONS

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## Regional DAL Expo

### 1. Definitions

In this Agreement:

- 1.1 "**Agreement**" means the agreement between the Sponsor and CF in relation to the Event and these Terms and Conditions;
- 1.2 "**CF**" means the Catalyst Foundation Incorporated ABN 29 115 047 383;
- 1.3 "**Event**" means the Disability, Ageing and Lifestyle Expo, also known as "DAL Expo", organised and hosted by CF as an annual event;
- 1.4 "**Intellectual Property Rights**" means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trademarks, business names, designs, trade secrets, know-how and confidential information;
- 1.5 "**Marketing Collateral**" means any digital, radio or printed advertising containing CF branding, logo, slogan or the like. This includes all PR media releases, radio advertising, social media posts, brochures, newsletters, magazine advertisements, posters, leaflets, letters, emails, websites;
- 1.6 "**Networking Event**" means the networking event organised and hosted by CF and held in conjunction with the Event referred to in clause 8;
- 1.7 "**Sponsor**" means a person who has offered and been approved by CF to receive sponsorship benefits in connection with the Event in return for payment of an agreed sponsorship fee, and "**Sponsorship**" has a similar meaning.

### 2. Interpretation

In this Agreement, unless the context otherwise requires:

- 2.1 headings do not affect interpretation;
- 2.2 singular includes plural and plural includes singular;
- 2.3 reference to a clause is to a clause of these Terms and Conditions, and a reference to this Agreement includes these Terms and Conditions;
- 2.4 reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 2.5 reference to a person includes a corporation, body corporate, joint venture, association, government body, firm and any other entity;
- 2.6 a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- 2.7 reference to two or more people means each of them individually and all of them jointly;
- 2.8 if a party comprises two or more people: (a) a promise by that party binds each of them individually and all of them jointly; (b) a right given to that party is given to them jointly; and (c) a representation, warranty or undertaking by that party is made by each of them individually; and
- 2.9 the meaning of general words or provisions shall not be limited by references to specific matters that follow them (for example, introduced by words such as "including" or "in particular") or precede them or are included elsewhere in this Agreement.

### 3. **Sponsorship Registrations**

- 3.1 All Sponsorship registrations are to be made by contacting the CF Event booking office by telephone on (08) 8168 8776 and are subject to review and confirmation by CF.
- 3.2 By submitting an application to register as a Sponsor, each person applying for registration as a Sponsor agrees to and is bound by these Terms and Conditions, which form part of the Agreement.
- 3.3 Full payment of all Sponsorship fees are required to confirm participation at the Event.

### 4. **Warranties and representations**

By submitting a Sponsorship registration application, each Sponsor warrants and represents that:

- 4.1 it has full legal power and capacity to enter into this Agreement and this Agreement is valid and binding against it;
- 4.2 it will comply with all of its obligations set out in this Agreement, including without limitation the public liability insurance requirements in clause 17; and
- 4.3 it is not affected by any form of insolvency administration or bankruptcy.

### 5. **Payment Terms**

- 5.1 Payments of Sponsorship fees can be made by either credit card or direct deposit. Upon acceptance of a Sponsor's registration by CF, a tax invoice will be emailed to the Sponsor requiring payment of the balance. **Please note if paying by credit card there is a surcharge of 2.2%.**
- 5.2 Payment of the invoice is to be made within 30 days from date of the invoice, or on arrangement with the Finance Office of CF.
- 5.3 Invoices are deemed to be received by the Sponsor on the day immediately following the date shown by CF's email system as the sent date. Any failure to receive an invoice does not relieve a Sponsor of liability for payment of Sponsorship fees by the due date shown on the invoice.
- 5.4 CF reserves the right to charge as an additional fee any additional administration expenses incurred by it as a result of late payment of invoices.
- 5.5 Full payment is required at the time of confirmation of registration if the date of registration is less than two months prior to the Event date.
- 5.6 CF reserves the right to terminate this Agreement should the Sponsorship fee remain unpaid 30 days from the due date specified in the relevant tax invoice. CF will not be liable to the Sponsor for any loss or damage the Sponsor suffers because CF has exercised its rights under this clause 5.6.
- 5.7 The Sponsor must indemnify CF from and against CF's reasonable costs for collecting any debt owed to CF by the Sponsor under this Agreement.

### 6. **GST**

If Goods and Services Tax (**GST**) applies to any goods and services supplied by CF to the Sponsor under this Agreement, this clause 6 applies. All fees and charges invoiced by CF to the Sponsor for goods and services supplied under the Agreement are exclusive of GST. The Sponsor must pay an amount equal to the GST payable on or for the supply of goods and services by CF to the Sponsor under the Agreement, subject only to the receipt of a valid tax invoice.

## 7. **Cancellation and Refunds**

### 7.1 **Event Cancellation**

The safety of all attendees, volunteers, exhibitors, staff and sponsors is CF's main concern. If for any reason, as directed by the South Australian Government or any other statutory authority, or for any reason outside of CF's reasonable control, the Event is required to be cancelled or postponed, all Sponsors will be provided the choice of a full refund of monies paid or having that amount credited to the following DAL Expo event or equivalent.

## 8. **Networking Event**

Tickets to the Networking Event are offered on a complimentary basis. Confirmation of attendance is required. The name of the Sponsor's attendee must be provided to the CF Expo Office at least 30 days prior the Networking Event. If confirmation has not been received by the due date, CF reserves the right to offer any unallocated complimentary tickets to another Sponsor. Subject to availability, additional tickets to the Networking Event may be made available to purchase. CF will notify the Sponsors if additional tickets are available.

## 9. **Loss or Damage**

CF shall not be liable for any loss or damages to the Sponsors property whilst at the Event, site except to the extent caused or contributed by CF or its employees, agents or contractors.

## 10. **Marketing**

10.1 The Sponsor acknowledges and agrees that CF holds and reserves all Intellectual Property Rights associated with the development, organising, delivery and ongoing management of the DAL Expo.

10.2 All Marketing Collateral produced by Sponsors containing the trade marks, logo, branding, business name or other Intellectual Property Rights of CF (including rights in respect of the DAL Expo) will need approval from the CF Expo Office before distribution.

10.3 Draft copies of all such Marketing Collateral must be emailed to the CF Expo Office at least 30-days prior to print. Once approval has been granted by CF, the Sponsor must only use the approved copies for distribution at or in connection with the Event and must not use the approved copies for any other purpose.

## 11. **Livestock**

11.1 Except as provided or approved in writing by CF and the management of the hired venue, no livestock shall be brought into the grounds or the event area.

11.2 Livestock brought onto the grounds after approval from CF and the management of the hired venue shall be the responsibility of the relevant Sponsor. Any incidents or damages by the livestock will be the responsibility of the Sponsor.

11.3 Livestock, once onsite and in place, are not to be moved around the venue during the Event.

## 12. **Catering**

12.1 CF has exclusivity to appoint licensed food vendors for the Event.

12.2 Bringing and consuming of alcoholic beverages onto site at the Event is strictly prohibited.

## 13. **Prohibited items**

13.1 The use of loudspeakers, amplifiers or musical instruments by Sponsors is expressly prohibited unless prior written approval has been given by CF.

13.2 Helium balloons are not permitted inside or outside of the venue.

**14. Workplace Health and Safety**

- 14.1 The Event site is considered a workplace and as such all Sponsors must comply with the *Work Health and Safety Act 2012* (SA) and regulations made under it in ensuring the safety of their staff, volunteers, contractors and visitors in and around the Event space.
- 14.2 Sponsors must comply with any work health and safety policies adopted by CF and the hired venue and notified to the Sponsor, and all reasonable directions and procedures relating to security and work health and safety as required by CF and the hired venue.
- 14.3 Sponsors must ensure that their employees, agents and contractors comply with all laws, regulations, notices and codes of practice having application to the Event and these Terms and Conditions

**15. Vehicles**

Movement of vehicles (not for display) other than to and from designated parking areas is strictly forbidden during the time of the Event. No vehicles, forklifts etc. will be permitted onsite or into any display areas until after the Event is closed.

**16. Indemnity**

- 16.1 Without limiting CF's other rights and remedies, the Sponsor must indemnify and keep indemnified CF and its officers, employees, agents and contractors from and against any Loss suffered or incurred by CF (including through claims made against CF by third parties) to the extent arising from:
  - (a) the Sponsor's breach of this Agreement;
  - (b) the Sponsor's negligent act or omission or of its employees, agents or contractors;
  - (c) any fraud, dishonesty, misrepresentation or wilful default by the Sponsor in connection with the Event or this Agreement,except to the extent such Loss is caused or contributed to by CF or its employees, agents or contractors.
- 16.2 CF will act reasonably to mitigate any Loss it suffers or incurs.
- 16.3 In this clause, "Loss" means any loss, cost, expense (including reasonable lawyers' fees and expenses on an indemnity basis) or damage.

**17. Public Liability Insurance**

- 17.1 Sponsors must hold and maintain a policy of public liability insurance covering all days of the Event and for at least seven years following completion of the Event. The Sponsor must produce evidence of its insurance cover to CF upon request. The Sponsor must not allow any act or omission which would make such policy of insurance void or unenforceable.
- 17.2 The minimum amount of cover required is \$20 million dollars.
- 17.3 The insurance cover must indemnify CF and its officers, employees, agents and contractors from all actions, claims, demands, losses, damages, costs, and expenses arising from the Sponsor's use of the Event site. The insurance cover must comply with any additional requirements of the hired venue.

**18. Termination of Agreement**

- 18.1 CF may terminate this Agreement in accordance with the cancellation terms set out in clause 7.
- 18.2 CF may terminate this Agreement immediately by giving notice in writing to the Sponsor if:

- (a) the Sponsor fails to pay any fees or charges due to CF within 30 days after the due date;
- (b) the Sponsor commits a material breach of its obligations under this Agreement;
- (c) a representation, warranty or statement made or deemed to be made by the Sponsor is untrue or misleading;
- (d) the Sponsor suffers or, in the reasonable opinion of CF, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy or otherwise ceases to carry on business.

18.3 The Sponsor may terminate this Agreement immediately by giving notice in writing to CF if:

- (a) CF commits a material breach of its obligations under this Agreement; or
- (b) CF suffers or, in the reasonable opinion of the Sponsor, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy or otherwise ceases to carry on business.

## 19. **Effect of Termination**

19.1 Termination of this Agreement does not affect a party's accrued rights or remedies accruing to that party prior to such termination.

19.2 On the effective termination of this Agreement:

- (a) the Sponsor has no claim against CF arising out of or in relation to such termination other than, if applicable, refund or credit rights under clause 7; and
- (b) the Sponsor shall remain liable for all monies owing to CF on termination or cancellation of this Agreement. If payment is not received, CF reserves the right to commence legal action to recover the debt owed to it by the Sponsor. The Sponsor must indemnify CF against all costs and disbursements incurred by CF in recovering the debt owed to it.

## 20. **Confidentiality**

20.1 Each party agrees that any information concerning this Agreement or the other party, including in respect of the other party's business, employees or the Event, will remain confidential and only be disclosed by that party in the event that disclosure is required by law or necessary to perform the party's obligations or exercise the party's rights under this Agreement.

20.2 The obligations under this clause 20 will survive the termination or expiry of the Agreement.

## 21. **General**

21.1 Each party will comply with all applicable privacy laws in relation to this Agreement and the Event.

21.2 Each party will retain ownership of its Intellectual Property Rights used or developed in connection with the Event.

21.3 The Sponsor agrees that CF may refer to it as a sponsor in CF's marketing materials for the Event, including the Event's website.

21.4 The Sponsor must not do anything which may infringe CF's or any third party's Intellectual Property Rights.

21.5 A waiver by a party of a breach by the other party of any term of this Agreement does not operate as a waiver of another term or a continuing breach by the other of the same or any other term of this Agreement.

21.6 A provision in this Agreement must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed.

- 21.7 This Agreement is subject to the laws of South Australia and each party irrevocably submits to the jurisdiction of the courts exercising jurisdiction in that State.
- 21.8 This Agreement does not create a relationship of employment, agency or partnership between the parties.
- 21.9 The termination or expiry of this Agreement does not affect any right that has accrued to a party before the date of termination or expiry.
- 21.10 Any term of this Agreement that is expressly stated or intended by its nature to survive termination or expiry of this Agreement shall so survive.