

## EVENTS TERMS AND CONDITIONS

### 1. Definitions

- 1.1 Exhibitor/Sponsor(s) – means any organisation who intends to exhibit, promote or offer their products or services in either a physical booth space or via a hosted service.
- 1.2 Organiser – means ImpactInstitute.
- 1.3 Participant – means any Exhibitor/Sponsor(s) or engaged speaker or performer.
- 1.4 Website – means any website owned or operated by the organiser, including but not limited to ImpactInstitute's company website, event websites, hosted services website, online ordering store.
- 1.5 Social Media – means any social media accounts operated by the organiser, including but not limited to Facebook, Instagram, LinkedIn, twitter.
- 1.6 Hosted Services – means a virtual event.
- 1.7 Term – means the time between payment of the invoice and the end of the event period as defined in the relevant event manual.
- 1.8 ImpactInstitute - means ImpactInstitute Pty Ltd (ACN 649 040 559).

### 2. General Terms and Conditions

- 2.1 Only Exhibitor/Sponsor(s) who have received an acceptance of their booking from the organisers and have paid in full by the invoice due date, or by the date agreed to by the organisers, may exhibit at the event(s) for which they have made an application.
- 2.2 The Exhibitor/Sponsor(s) is required to provide the organiser with current certificates for the required insurances listed in this agreement at the time they finalise their booking. The organiser has the right to reject the insurance on the grounds it does not meet the obligations contained herein or because the insurer is not acceptable to the organiser.
- 2.3 The organiser reserves the right to refuse applications to ensure that organisations are suitable for the event(s) and that there is a variety of Exhibitor/Sponsor(s) present.
- 2.4 The organiser shall be responsible only for the provision of the services specified on the application form and does not warrant to provide any other services.
- 2.5 **Liability.** To the maximum extent permitted by law, neither party will have any liability to the other for fines, penalties, taxes (except GST) and any exemplary, aggravated or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of business, loss of revenue, loss of contract, loss of production, lost opportunity costs), legal costs and expenses (except reasonable legal costs awarded by a court) except where such losses are covered by an insurance policy held by the party.
- 2.6 **Cap on liability.** In the event of a dispute, the organiser's cap on liability shall be limited to the total amount paid by the Exhibitor/Sponsor(s).
- 2.7 All event participants shall comply with all relevant Work Health & Safety legislation affecting their participation at all events.
- 2.8 **Term.** The term of engagement is set out in the relevant event manual.
- 2.9 All event participants must comply with all guidelines as set out in the relevant event manual and any other set of guidelines supplied to the participant during the term of engagement.
- 2.10 Except in relation to an agency purchasing on behalf of another organisation in an outsourced professional services model or where specifically approved, the organiser does not permit any party to rent, lease, or resell any physical or virtual Exhibitor/Sponsor(s) booth or space. In the event that an organisation uses an agency to procure a physical or virtual exhibition booth or space on its behalf, the exhibiting organisation remains responsible for complying with these terms and conditions and all instructions supplied during the term of engagement.
- 2.11 **Disclaimer.** We do not warrant that any event(s) hosted by the organiser is appropriate for any participant. It is the participant's responsibility to determine if an event or events is suitable for the business purpose intended. The placement of an order and payment of invoice shall be taken as acceptance that the participant has done its due diligence in this regard.
- 2.12 **Subcontractors.** The organiser may use subcontractors or third parties to deliver event(s).
- 2.13 We will use our best endeavours to limit the activities at the Event of non Event Exhibitor/Sponsor(s) so that they do not encroach on the benefits that we offer to Event Exhibitor/Sponsor(s). Event Exhibitor/Sponsor(s) acknowledge that our ability to manage the activities of non Event Sponsors is limited by the nature of the Event.
- 2.14 Definitions are provided in Part 1 of these terms and conditions and form part of these terms and conditions.

### 3. Physical Events

- 3.1 The participant must have current public and product (if applicable) liability insurance cover with a limit of liability of no less than ten million dollars during all the dates of the nominated event(s) for which they have made an application (event dates can be found in the relevant event manual), including the day of move-in.
- 3.2 The participant shall take out all risks property insurance for all of its assets located at the site. The participant indemnifies the organiser, its agents, servants, contractors and employees from all actions, claims, demands, losses, damages, costs and expenses arising from the participant's use of the site, including but not limited to the foregoing against any loss, damage or injury from any cause whatsoever to the property or person caused or contributed to by the use of the site by the participant or any servant, agent or other person duly authorised by the participant whether such loss, damage or injury occurs on the site or not and whether caused by any act, omission, neglect, breach or default of the participant or any other person.
- 3.3 All property and equipment of the participant that is brought onto the nominated event site is at the risk of the participant and the participant hereby agrees to indemnify the organiser against any and all actions, claims, demands, losses, damages, costs or expenses in relation to any loss, damage, accident, claims or injury caused by such equipment and property whether to the organiser or third parties, however occasioned.
- 3.4 The organiser reserves the right to alter booth allocations at its discretion and will notify any Exhibitor/Sponsor(s) involved in these changes and accommodate them with a new location.
- 3.5 To comply with the Work, Health and Safety Act the participant is responsible for the creation and maintenance of a safe environment for both their workers and visitors including the use of safe and correct lifting procedures during booth setup, the safe and correct use of mechanical items or products and electrical equipment such as extension leads and power boards. Every piece of electrical equipment that is brought on-site must be tested and tagged in accordance with relevant Australian Standards prior to use and comply with the relevant Work Health and Safety Act 2011, the Electrical Safety Act and Advisory Standard.
- 3.6 Participant's equipment and products must be occupied within the booth area only. If any personnel, equipment or products are deemed by the organisers to be obstructing the walkways, the participant will be asked to move them or have them removed permanently if this is not possible.
- 3.7 At My Future, My Choice disability expos, the participant's booths must be manned during both days of the event with at least 2 people. Should you need to leave the booth you must notify the organiser immediately.
- 3.8 The supply and sale of any food and beverages to the public by Exhibitor/Sponsor(s) may only be permitted with prior approval from both the venue and the organisers in accordance with the venue's guidelines, the nominated Exhibitor/Sponsor Manual and relevant Health & Safety regulations in the given state and local government area. Exhibitor/Sponsor(s) must adhere to strict conditions and guidelines. Exhibitor/Sponsor(s) will only be permitted to serve food and beverages once all permits and approvals are obtained by the Exhibitor/Sponsor(s) and submitted to the organiser for review, as highlighted in the relevant Exhibitor/Sponsor Manual. This includes confectionery items, and their distribution at the nominated event must follow the same approval process and meet all guidelines outlined in the nominated event Exhibitor/Sponsor Manual. Permission from parents or carers is required before handing out any confectionery items to minors. The organiser takes no responsibility for allergic reactions, sickness, permanent injury or death resulting from confectionery, food or beverages distributed by Exhibitor/Sponsor(s) to attendees.
- 3.9 Exhibitor/Sponsor(s) set-up and dismantling times are as indicated in the nominated event Exhibitor/Sponsor Manual and must be strictly adhered to. All vehicles must move-in according to their allocated booking time and information provided in the nominated event Exhibitor/Sponsor Manual due to strict access restrictions. Move-in after 8.00am on the day of the event is strictly not permitted. Exhibitor/Sponsor(s) are not permitted to leave or pack up their booth prior to the nominated event closing time and the move-out time listed in the event Exhibitor/Sponsor Manual. No trolleys are permitted on the floor of the nominated event until the advertised closing time.
- 3.10 It is the requirement of the participant to leave the site rubbish free and in good, clean condition. All sites, booths and hire equipment is to be left in its original condition at the end of the nominated event or excess charges may apply.
- 3.11 The organiser reserves the right to use any photograph/video taken at any event held by the organiser, without the expressed written permission of those included within the photograph/video. The organiser may use the photograph/video in publications or other media material produced, used or contracted by the organiser including but not limited to: brochures, books, magazines, websites, social media. By participating in an ImpactInstitute event or by failing to notify in writing your desire to not have your photograph used, you are agreeing to release, defend, hold harmless and indemnify the organiser from any and all claims involving the use of your picture or likeness. To ensure privacy, images will not be identified using full names or personal identifying information without written approval from the photographed subject. A person who does not wish to have their image recorded should notify the photographer and/or contact [events@impactinstitute.com.au](mailto:events@impactinstitute.com.au) in writing. Any person/organisation not affiliated with the organiser may not use, copy, alter or modify ImpactInstitute photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorised person from ImpactInstitute.

**3.12** Exhibitor/Sponsor(s) are permitted to take photographs and videography within their booth space to promote their organisation and presence at the event. Exhibitor/Sponsor(s) are not permitted to interview members of the public, staff, volunteers, other Exhibitor/Sponsor(s) or performers outside their booth without permission of the organiser. Where videography or photography is taken of a specific individual or group, written permission must be sought from that individual or group prior to publication. Records of permission must be kept by the Exhibitor/Sponsor(s) and a copy given to the organisers. Where photography or videography is used in conjunction with the event branding, to promote the Exhibitor/Sponsor(s) or the event, written permission must be sought from the organiser prior to publishing.

#### **4. Virtual Events / Hybrid Events**

- 4.1** The organiser provides the participant a limited, non-exclusive, non-transferrable right during the term of the agreement to access and use hosted services for the purpose of participating at the event, as set out in the relevant event manual.
- 4.2** The organiser will use commercially reasonable efforts to provide the web-based services described on its website(s) uninterrupted. The organiser will not be held liable if for any reason the hosted service is unable to be delivered due to, but not limited to, cybercrime or technical failure of the hosted service or any other technology or infrastructure used to deliver the hosted service.
- 4.3** It is the responsibility of the participant to ensure that their organisation is protected from cybercrime through an appropriate insurance policy in the event that any data stored in the hosted service is breached in any way.
- 4.4** The organiser will provide the participant with credentials to enable the participant to access and use the hosted service. The participant and all its authorised users must not make these credentials available to any third party. The participant is fully responsible for all access to the hosted services using the credentials provided by the organiser. The participant will use all reasonable efforts to prevent any unauthorised use of the hosted service. If the participant becomes aware of any breach in security they shall inform the organiser in writing. The participant will cooperate with the organiser with any actions required to prevent or terminate unauthorised use of the hosted service.
- 4.5** Subject to the organiser's privacy policy, and these terms and conditions, the organiser grants the participant access to end user data collected on the hosted service, in accordance with any relevant privacy laws or regulations relevant within Australia. The participant may only use end user data within the express purpose that it is provided by the end user. The end user must give permission through the hosted service for the participant to use the data they provide in the manner in which it is provided.
- 4.6** The participant is solely responsible for verifying the accuracy and completeness of any content, written, visual or audio provided at the event.
- 4.7** The use of the hosted service is subject to all other conditions of these terms and conditions, with the exception of those terms and conditions which specifically relate to the physical events set out in section 3.
- 4.8** The participant agrees to NOT use the hosted service to:
- Send junk e-mail, letters, unsolicited messages or advertisements (i.e. spam).
  - Misrepresent (by statement or by omission) your identity, credentials, affiliations or experience, or impersonate any person or entity.
  - Stalk, threaten, or otherwise harass any person or entity.
- 4.9** Unauthorised or malicious use of the hosted platform may give rise to a criminal offence. The participant's use of the hosted platform is subject to the **Criminal Code Act 1995 parts 10.7 and 10.8 and the Cybercrime Act 2001**.

#### **5. Cancellations, Payment Terms and Force Majeure**

- 5.1** The organiser reserves the right to cancel this booking agreement and retain any money paid or to recover any money not paid in relation thereto if there is in the opinion of the organiser any infringement of any of the terms and conditions in this agreement.
- 5.2** The organiser reserves the right to cancel this booking agreement and retain any money paid or to recover any money not paid in relation thereto if the Exhibitor/Sponsor(s) does not occupy its space at the commencement of or does not login to the virtual event during the full period of the event.
- 5.3** Payment for your booth or sponsorship at your nominated event is expected by the due date on the invoice unless an extension has been approved by the organiser. Booths will not be guaranteed or allocated until after payment is made in full and is subject to our booth allocation policy.
- 5.4** It is a requirement that invoices for Early Bird Booths are paid by the due date, otherwise the invoice will be cancelled and reissued at the full rate.
- 5.5** If a payment remittance is not issued via email within 48 hours of an overdue notice sent out by the organisers, the organiser reserves the right to cancel the booking.

- 5.6 All cancellations must be submitted formally via email. In the event that the organisers receive a request for cancellation prior to 2 months before the event date, a credit note will be issued for the full value of the booking. The credit note can be applied to any future booking for an event run by the organiser within the next 18 months. In the event of a cancellation within two months of the nominated event, no credit applies and 100% of the booking fee will be forfeited. It is the responsibility of the Exhibitor/Sponsor(s) to review this information and if unclear, contact the organiser to seek clarification.
- 5.7 **Force Majeure.** The organiser will not be liable for any delay or failure to perform as required by these terms and conditions as a result of any cause or concern beyond its reasonable control, provided that the organiser uses all commercially reasonable efforts to avoid non-performance. In the event that the organiser reschedules an event due to circumstances beyond its reasonable control then the Exhibitor/Sponsor(s) is entitled to a credit note, limited to the value of the booking, which can be applied towards a future or alternative event hosted by the organiser.

## 6. Website(s) and social media use

- 6.1 The use of any ImpactInstitute website(s) and/or social media is subject to the following general terms of use:
- 6.1.1 The content of the pages of the website(s) and/or social media are subject to change without notice.
- 6.1.2 The website(s) and/or social media use cookies to monitor browsing preferences and track statistics for ImpactInstitute's use. Personal information may be stored and used accordance with our privacy policy:
- 6.1.3 The participant's use of any information or materials on the website(s) and/or social media is entirely at own risk, for which we shall not be liable.
- 6.1.4 The website(s) and information, whether provided by ImpactInstitute or a Third Party, is provided "AS IS" and on an "AS AVAILABLE" basis and we do not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the information on the website(s). No responsibility is accepted by or on behalf of ImpactInstitute for any errors, omissions, or inaccurate information on the site.
- 6.1.5 The participant agrees to NOT use the website(s) and/or social media to:
- Send junk e-mail, letters, unsolicited messages or advertisements (i.e. spam).
  - Misrepresent (by statement or by omission) your identity, credentials, affiliations or experience, or impersonate any person or entity.
  - Stalk, threaten, or otherwise harass any person or entity.
- 6.2 The website(s) and/or social media contain material which is owned by or licensed to ImpactInstitute. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with these Terms of Use, which forms part of these terms and conditions.
- 6.3 All information and content provided by the organiser, including information and content from clients and other Third Parties, all proprietary elements and aspects of the website(s) and any proprietary material generated or derived from the same (including design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, information, the compilation of all information and content on the site, the selection, sequence and "look and feel" and arrangement of items), are the exclusive property of, or licensed to, the organiser. These materials are referred to as "ImpactInstitute Materials". Except as expressly permitted in writing, you may not reproduce, modify, create derivative works from, display, perform, publish, distribute (including any electronic redistribution or database storage and retrieval), disseminate, broadcast or circulate to any third party (including on or via a third party website), or otherwise use, any ImpactInstitute Materials, in full, in part, in full text or in abstract. The participant or any user may not alter, delete or conceal any copyright, trademark or other notices contained on the website(s) or social media.
- 6.4 News and News Content distributed or displayed on the website(s) and/or social media may only be used for editorial use and its use must be related to the promotion of the relevant event for which the Exhibitor/Sponsor(s) has purchased a booth. When used in accordance with this clause, news and news content should not be altered in any way that alters the editorial integrity of essential nature of the content. Image source should be included when known. You may not use any content in any manner that is obscene, pornographic, defamatory, or otherwise objectionable. Except when otherwise formerly expressly permitted by ImpactInstitute, News and News Content may not be republished, saved, archived, copied, streamed or redistributed for any other purpose.
- 6.5 From time to time the website(s) and/or social media may include links to other websites. These links are provided for convenience to provide further information. They do not signify that we endorse the linked website(s) and/or social media. We have no responsibility for the content of linked website(s).
- 6.6 **Inquiries concerning the use of ImpactInstitute Materials, News and News Content, text, photos, images, video, audio and any other content, including permission to use outside these parameters, should be addressed to [events@impactinstitute.com.au](mailto:events@impactinstitute.com.au)**