



SPONSORSHIP BOOKING TERMS AND CONDITIONS

1. Subject to the terms and conditions specified in this document, the persons, company, trust, business, club, association, or other organisation (“Sponsor”) specified as the “Sponsor” on the attached or accompanying completed AusCERT2021 Sponsorship Booking Form (the “Form”), hereby offers and applies (by completing and delivering that Form) to the party specified on the Form as the “Host Organisation” and to its representative, GEMS Event Management Australia Pty Ltd ABN 30 615654 629 (“Event Manager”), to participate at the conference, exhibition, event, meeting or function (“Event”) described in the Form in the following ways:
 - (a) to donate, provide, supply or deliver (when referred to as a verb, “Sponsor”, or when referred to as a noun, “Sponsorship”) to the Host Organisation those moneys, goods, services, prizes or benefits (“Donations”) that are specified on the completed Form; and/or
 - (b) to exhibit, display, show, market, place, conduct or demonstrate (“Exhibit” or, when referred to as a noun, “Exhibition” of) their goods, services, business or benefits (“Business”) at the Event in, at or upon a stand, trade booth, defined area or other display booth, structure or enclosure (“Booth”) located at the venue (“Venue”) specified on the Form or if not specified then as determined and nominated by the Event Manager in its absolute discretion.
2. The offer and application which is detailed on the Form (and when referred to as a noun, called “Booking”) by the Sponsor may be accepted or rejected by the Host Organisation in its absolute discretion, but upon acceptance, it shall constitute a legally binding contract (“Contract”) between the Host Organisation and the Sponsor on the following terms and conditions.
3. The consideration for the Contract shall:
 - (a) be the opportunity for Sponsor to participate at or in relation to the Event by potential association with the Host Organisation or with the Event or, without any assurance by Host Organisation about the attendance of any particular persons, with such persons who may attend the Event; and
 - (b) be the opportunity to show, display, make, market, place, conduct or demonstrate the Presentation at the Event or, without any assurance by Host Organisation about the attendance of any particular persons, to persons who might attend the Event or be at the Venue.
4. Host Organisation reserves the right to not accept the Booking of the Sponsor and, in addition to all other legal rights of the Host Organisation, to terminate the Contract at any time if:
 - (a) the Sponsor is in breach of the Contract; and
 - (b) such breach is not remedied promptly and in any case before the start of the Event or, if during the Event, within any period that may be allowed by the Event Manager or Event Organisation; or
 - (c) such breach is not capable of being remedied quickly or, in the reasonable opinion of the Host Organisation, without damaging the reputation of or risking loss, damage or injury to the Host Organisation or the owner or operator of the Venue or the Event Manager or to any person or persons attending or likely to attend the Event or at, about or in the Venue.
5. Host Organisation or, at its direction, Event Manager shall notify the Sponsor by email, if the Booking described in the Form is accepted or not accepted by Host Organisation.
6. If Sponsor intends to withdraw the Application before acceptance or, if after acceptance, intends to terminate the Contract, then Sponsor must give notice in writing of that intention (“Cancellation Notice”) to the Conference Host and to the Event Manager by email to their addresses specified on the Form.
7. If the Sponsor supplies or provides any goods, services or samples to any person then they do so entirely at their own risk and the Sponsor must indemnify and keep indemnified the Host Organisation and the Event Manager from and against any actions, suits, proceedings, claims, demands, costs, loss and expense, which may arise from the supply or provision by the Sponsor of goods, services or samples to such persons or in relation to any actions, suits, proceedings, claims or demands by those persons or someone claiming through them.
8. Handbills, brochures, advertisements, leaflets, flyers, and similar printed or mass produced matter that is to be distributed by Sponsor at the Event must:
 - (a) be submitted before the Event to the Event Manager for the consideration and approval of the Host Organisation; and
 - (b) not be distributed without the prior approval of the Host Organisation.
9. All photographic rights in relation to the Event and persons attending the Event shall be the property of the Host Organisation.



10. Event Manager may refuse any person or persons entry to the Event including any person or delegate who has paid to enter or attend the Event if the Event Manager has reasonable grounds to do so.
11. Sponsor must ensure that all passes to the Event or any part of the Event, which is supplied for specific staff of the Sponsor, must not be used by any other persons without prior approval by the Event Manager.
12. Sponsor must not bring or permit to be brought to the Event or in or about the Venue, any dangerous thing without the prior written approval of the Host Organisation and the operator and owner of the Venue.
13. The rights, obligations, benefits and liabilities under this Contract cannot be assigned or transferred by Sponsor without the Host Organisation's prior written approval.
14. If the holding of the Event or any part thereof or the supply of any services in relation to the Event is prevented, delayed or abandoned because of any storm, tempest, flood, or other inclement weather event, strike, riot, war, trade disputes, restraint or order of any government agency, or other causes not within the control of the Host Organisation then the Host Organisation will not be held liable for any loss, cost, claim, damage or action suffered by, incurred or against Sponsor as a consequence of such prevention, delay or abandonment.
15. Sponsor consent to their contact details being shared by and with the Event Manager, the suppliers and contractors of the Event and the Host Organisation to assist with the Event.
16. The Host Organisation, acting by and through the Event Manager, may without limitation:
 - (a) take such precautions as they deem necessary for the health, safety, protection and security of persons and property in relation to the Event or that may be at or about the Event and the Sponsor must comply with all reasonable directions and requests in that regard from or by the Event Manager from time to time; and
 - (b) contract, engage, permit, allow or encourage such other persons, company, trust, business, club, association, or other organisation to use or exhibit at the Venue during the Event or to sponsor, market, attend, present, speak, promote or advertise their business, profession, activities, benefits or goods or services at the Event as the Host Organisation may in its absolute discretion deem fit;
 - (c) PROVIDED that such action or decision by the Host Organisation or Event Manager pursuant to this provision shall not be malicious and must be in good faith and not intended to deny or remove the benefit of the Sponsorship or, as the case may be, the Booth or the consideration for the

Sponsor entering into this Contract.

17. The Sponsor will not withhold, set off, withdraw, cancel, alter or reduce payment of an amount of moneys payable under this Contract. However, the Host Organisation may, in its sole discretion, grant partial refunds to Sponsors who give the Host Organisation written notice of their intention to withdraw from the Conference as follows:

If the Number of Months' written notice before the start of the Event is as follows then the amount of potential refund may be as set out below:

- (a) More than 3 months – 70%; or
- (b) More than 2 months to 3 months – 20%; or
- (c) 2 months or less – 0%

If the Host Organisation cancels the Event, the Host shall refund all moneys paid by the Sponsor. If the Host Organisation reschedules the Event, the Sponsors shall have 21 days to elect either to terminate this Contract and then the Host Organisation must refund all moneys paid by the Sponsor.

18. Sponsor must donate, provide, supply or deliver the Sponsorship to the Host Organisation in accordance with any specified time periods and any special terms and conditions as may be on the Form, but failing the specification of such time periods or special terms and conditions being on the Form, then forthwith upon acceptance of the Sponsorship Application by either the Host Organisation or Event Manager.
19. If Host Organiser does not accept the Application, it will refund or cause a refund to Sponsor of any cash or monetary Sponsorship that is paid to the Host Organisation or its representative Event Manager.
20. The Host Organisation, acting by and through the Event Manager, may without limitation at any time, before or during the Event, alter the size, shape, location or position of or lighting or other services to the Sponsor's Booth within the Venue, provided that is in the best interests of the Event or required by the owner or operator of the Venue, PROVIDED that any such action or decision by the Host Organisation or Event Manager pursuant to this provisions shall not be malicious and must be in good faith and not intended to deny or remove the benefit of the Booth or consideration for the Sponsor entering into the Contract.
21. Sponsor must:
 - (a) not use any part of the Venue other than the Booth designated by the Event Manager from time to time for any other purpose than the permitted use of the Exhibition and Business;



- (b) not permit or allow the Exhibit, Exhibition or Business or any act or omission of any person under the control or direction of the Sponsor at the Venue or the Event to be:
 - i. a nuisance or annoyance to the Host Organisation or any other Sponsor or person at the Event or to the owner or operator of the Venue;
 - ii. a risk to the safety or health of any person; or
 - iii. a risk of damage to any property.
- (c) effect and maintain throughout the Event and during such period as any of the Sponsor’s invitees, employees, agents or contractors may be in or about the Venue, a third party public liability insurance policy to cover the Host Organisation and the Event Manger to the value of \$10,000,000 from a reputable licenced insurer and provide proof of currency of such policy to the Event Manager or Host Organisation forthwith upon their request;
- (d) not erect any sign, display or obstruction which intrudes into, blocks or obstructs any passageway or any adjoining area or space occupied or to be occupied by another Sponsor or space reserved at the Venue by the Event Manager for purposes other than the permitted use of the Exhibition and Business;
- (e) not damage the walls, floors, ceilings or any other surface of the Booth or the Venue;
- (f) not dismantle or remove the Sponsor’s Exhibits from the Booth before the published closing time for the Event;
- (g) not damage any exhibit or other property of the Venue owner or operator or of any other Sponsor or of the Host Organisation or Event Manager;
- (h) comply with all reasonable requirements and directions of the Event Managers in relation to all aspects and matters concerning the Booth, Exhibit, Business and Exhibition as well as the conduct and attendances of the Sponsor’s staff in or about the Booth or the Event generally;
- (i) comply with requirements of all government and lawful

- authorities including but without limitation officers from any Federal State or Local fire, emergency, police, health, defence, security or other authority or agency; and
 - (j) indemnify and keep indemnified the Host Organisation and the Event Manager for all costs, losses, damages and compensation incurred, paid or for which either of them may be liable as a result of a breach of any of the above obligations by the Sponsor or their employees, invitees, agents and contractors;
 - (k) ensure that their Booth is ready for Business to commence by the time specified by the Host Organisation, acting through the Event Manager, and in any case, no later than the time of opening or commencement of the Event;
 - (l) keep their Booth open to view and properly staffed by competent and respectable representatives;
 - (m) maintain their Booth in a clean and tidy condition at all times during the Event;
 - (n) conduct Business only from their Booth;
 - (o) keep passageways in front of their Booth free from obstruction;
 - (p) not operate any type of machinery or equipment at a sound level, which in the Event Manager’s reasonable opinion, is likely to cause nuisance or annoyance to the Venue operator, other sponsors, invitee or person likely to be or actually attending the Event.
 - (q) The Sponsor must pay the Sponsorship within 30 days of being invoiced. All sponsorship must be received prior to the start of the Event.
 - (r) not do anything which, in the reasonable opinion of the Event Manager, may bring discredit upon the Event or the Host Organisation;
 - (s) Arrange at their own cost the transport of all goods and materials for Exhibits to and from the Booth and the security for the Booth and the Sponsor’s property in the Booth before, during and after the Event.

SIGNED by SPONSOR by its duly authorised officer:

Signature here

Organisation:

Name of Authorised Officer:

Date:

Officer’s Position & Authority: