



12 – 13 August

**2022**

**DARWIN**

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# TERMS & CONDITIONS

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## 1. Definitions

Commencement Date has the meaning found in clause 2 of these terms and conditions.

Deposit has the meaning found in clause 3 of these terms and conditions.

Event means the event referred to in this Sponsorship Prospectus.

Exhibition/Sponsorship means the exhibition and/or sponsorship as detailed in this Sponsorship Prospectus.

GST means GST within the meaning of the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended).

Sponsorship Application Form means the payment form used to select the desired sponsorship package as found in the Sponsorship Prospectus.

Sponsorship Rights means the rights and obligations contained in each of the sponsorship packages as set out in the Sponsorship Prospectus.

Sponsorship Prospectus means this Agreement.

Us/We/Our means Health Network Northern Territory Ltd (ACN 158 970 480) trading as Northern Territory Primary Health Network (NT PHN)

You/Your means the entity submitting the Sponsorship Commitment Order Form to sponsor and/or exhibit.

## 2. Application & Term

Unless specified otherwise in the Sponsorship Prospectus, the Term will be effective: (a) from the date that You submit the Sponsorship Commitment Order Form for the Exhibition/Sponsorship (Commencement Date); and (b) will continue until the completion of the Event.

## 3. Approval & Payment

The Exhibition/Sponsorship will be confirmed upon return to You the approved Sponsorship Application Form, together with a tax invoice for the full amount of the Exhibition/Sponsorship fee, 50% of this total being payable within fourteen (14) days (Deposit). **Only once payment has been made in full will your logos be placed on the Event material. Due to printing deadlines, you will not be guaranteed inclusion on Event material if payment of the Sponsorship Commitment fee is not received sixty (60) days prior to the Event.**

## 4. Cancellation

In the event that You cancel your Exhibition/Sponsorship more than thirty (30) days before the Event, **You** will receive a 25% refund of the Exhibition/Sponsorship fee. In the event that You cancel within thirty (30) days of the Event, **You** will not receive any refund. Any monies outstanding at cancellation will need to be paid in full.

## 5. Exhibition/Sponsorship Changes

We reserve the right to rearrange the floor plan and/or relocate any Exhibition/Sponsorship without notice to You. We reserve the right to amend existing unsold sponsorship packages or add additional sponsorship packages as required without notice to confirmed sponsors and exhibitors.

## 6. Custom Stands

If You intend to utilise a **custom built** exhibit stand, We must be advised of the full details and dimensions a minimum of six (6) weeks prior to the commencement of the Event. All display construction requires our approval.

## 7. Insurance

Public Liability insurance to a minimum of AUD\$20 million must be taken out by You. A copy of the certificate of Insurance currency must be provided to Us a minimum of four (4) weeks prior to the commencement of the Event.

## 8. Exclusion

All information supplied to You in relation to the Event is accurate to the best of our knowledge and belief and does not constitute a warranty and any inaccuracy or mistake will not entitle You to cancel your booking without penalty. All estimates of attendee/delegate numbers attending the Event are estimates only, and You agree that We are not responsible for any discrepancy in these estimated attendee/delegate numbers.

## 9. Marketing

We will use your information to send you updates and other news about this Event. We will only pass on your information to reputable third-party official contractors of the Event for the purpose of assisting you with your participation.

## 10. GST

- 11.1. For the purposes of this clause:
  - a. GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - b. adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.
- 11.2. Unless otherwise stated, all amounts payable by one party to the other party under this Lease are exclusive of GST.
- 11.3. A recipient of a taxable supply made under this Lease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.
- 11.4. A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.
- 11.5. Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Lease.

## 11. Intellectual Property

A party's intellectual property (First Party) will remain the property of the First Party and the other party (Other Party) acknowledges that nothing in the Agreement will be construed as transferring title in or ownership of any First Party's intellectual property to the Other Party. Nothing in the Agreement entitles the Other Party to display, use, publish or otherwise refer to the First Party's intellectual property (including its name, logo or **Trade Mark**) otherwise than strictly in accordance with this Agreement. Any proposed use of Our intellectual property (including Our name, logo or any **Trade Mark**) by You must be first approved by Us in writing and in the event that We provide Our consent, You agree that You will adhere to Our brand guidelines. You must stop using or otherwise referring to Our intellectual property (including Our name, logo or Trade Marks) on expiration or termination of the Agreement.

## 12. No disclosure of Confidential Information

A party (Receiving Party) may not, either during or after the Term, use or disclose, or cause or permit to be used or disclosed, any confidential information (or allow or assist or make it possible for any person to observe or have access to any such confidential information) of the other party (Disclosing Party), except in performing its obligations under the Agreement and then only with the prior written consent of the Disclosing Party. In this Agreement "confidential information" means any information that relates to the Disclosing Party, its business and its members; which the Receiving Party ought to know is confidential; or information which is identified as confidential.

### Return and Destruction of Confidential Information

The Receiving Party must, immediately on demand by the Disclosing Party:

- (a) return to the Disclosing Party anything containing or relating in any way to the confidential **information**;
- (b) permanently delete all confidential information from every computer disk or electronic storage facility of any type owned or used by the Receiving Party, except that the Receiving Party may retain one copy for its own audit records; and
- (c) despite anything else in the Agreement, cease to make use of the confidential information, and must confirm promptly with the Disclosing Party when it has done so.

## 13. No disclosure of Confidential Information cont.

### Exceptions:

The above does not apply to the following:

Information after it becomes generally available to the public other than because of:

- (i) a breach of this Agreement; or
- (ii) any other misuse or unauthorised disclosure by the Receiving Party of any confidential information. The disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body or the applicable rules of any stock exchange. The use, copying, reproduction, recording or disclosure of information after You receive it from a third person legally entitled to possess the information and to provide it to the Receiving Party, if that use, copying, reproduction, recording or disclosure accords with the rights or permission lawfully granted to the Receiving Party by that third person. The parties will comply with Australian privacy laws.

## 14. Warranties

You warrant that:

- (a) all advertising and promotional material produced, published, broadcast, displayed or exhibited by You (Promotional Material) with respect to the Event must be truthful, accurate and proprietary; and
- (b) the Promotional Material will not breach any regulations, laws or the intellectual property of any third party.

## 15. Your Rights and Obligations

Unless otherwise expressly stated in the Sponsorship Prospectus, **You** will not be the exclusive Sponsor (of your industry or otherwise) at an Event Notwithstanding any provision of these Terms, any and all Sponsorship Rights granted to You are granted on a non-exclusive basis.

You will comply with any conditions, rules, regulations and standards as well as any procedure provided by NT PHN or the manager or owner of the venue where the Event is held (Venue Operator) and any reasonable direction of NT PHN in relation to the Event and the Venue Operator.

## 16. Liability and Indemnity

You will indemnify and release Us from and against all claims, actions, losses (including indirect and consequential losses), liability, damage or expenses incurred or sustained by Us (including based on any liability to or claims of any third party) arising out of or in connection with: (a) the Sponsorship Rights; (b) Your sponsorship of the Event; (c) Your and Your representatives' attendance at the venue where the Event is held (including travel to and from the venue where the Event is held) including (but not limited to); (d) any breach of Your obligations under, or any warranty given by You in, this Agreement; (e) any damage to property; (f) any personal injury or death; or (g) any infringement of **third party** rights in intellectual property by You. Notwithstanding any provision of this Agreement, **We** will not be liable for any loss of profits, business Interruption, loss of information, indirect, special, punitive or consequential loss or damage.

To the fullest extent permitted by law, **Our** total aggregate liability for any damages, losses, claims or actions arising out of or related to this Agreement, whether for breach of contract, under any indemnity, in tort, for negligence or otherwise shall be limited to and not exceed three (3) times the Exhibition/Sponsorship fee.

## 17. COVID-19

All attendees at Compass 2022 will be required to meet the COVID-19 Safety Plan in place for the event. This will be developed in accordance with the Northern Territory Chief Health Officer's Directions. If, as a result of COVID-19, the event is rescheduled, Northern Territory PHN will communicate with all registered delegates, sponsors and exhibitors **in regards to** alternative arrangements.