



AChSHM ASM 2022 Sponsorship and Exhibitor Terms

1 General

These "AChSHM ASM 2022 – Sponsorship and Exhibitor Terms" ("Terms") constitute the agreement between you ("Sponsor") and The Royal Australasian College of Physicians (ABN 90 270 343 237) ("RACP") in relation to sponsorship and exhibition for the Event.

2 Sponsorship Rights and Exhibition Rights

(a) The Sponsor accepts these Terms by submitting a Sponsorship Application via the RACP Sponsor Portal and making payment of any deposit requested by RACP.

(b) RACP may accept or reject the Sponsor's Sponsorship Application in its discretion. If RACP:

(i) accepts a Sponsorship Application, then the Sponsor will be granted the Sponsorship Rights and/or Exhibitor Rights as determined by RACP once the Sponsor makes full payment of the Fee in accordance with clause 2(e); and

(ii) rejects a Sponsorship Application, then RACP will return the Sponsor's deposit and these Terms will cease to apply to the Sponsor.

(c) Although the Sponsor may indicate a preference for particular Sponsorship Rights (such as rights described in a particular sponsorship package) or Exhibition Rights (such as a particular physical or virtual exhibition booth), the Sponsor acknowledges that RACP determines Sponsorship Rights and Exhibition Rights in its discretion and may alter sponsorship packages or floor plans for exhibition booths at any time (including after accepting a Sponsorship Application).

(d) If the Sponsorship Rights and/or Exhibition Rights are granted to the Sponsor, RACP must:

(i) organise, operate and promote the Event and all affiliated activities in a competent and professional manner and in accordance with these Terms;

(ii) not do or permit anything to be done which could reasonably be considered to be detrimental to the Sponsor's goodwill, name or reputation; and

(iii) work with the Sponsor to promote the Sponsor's sponsorship of the Event and/or exhibition at the Event.

(e) In consideration for RACP providing the Sponsorship Rights and/or Exhibition Rights, the Sponsor agrees to pay RACP the Fee within 5 business days of receipt of a valid tax invoice from RACP.

(f) If the Sponsor provides RACP with any value in kind goods or services (such as Event Materials or assisting RACP in sourcing professional networking and development activities), the Sponsor agrees to:

(i) comply with occupational health and safety laws, regulations, standards and codes of practice;

(ii) maintain true, up to date and complete records and reports in relation to any value in kind services;

(iii) keep RACP fully advised of the progress of the value in kind services and, without limiting the foregoing, promptly notify RACP of any matters which may materially affect the Sponsor's ability to perform the value in kind services or provide the value in kind goods.

3 Event

(a) RACP will have full control over the coordination of the Event, including, but not limited to the Event speakers and the Event program.

(b) RACP will notify the Sponsor of the hours during which the Event will be conducted and the times during which the Sponsor may have access to the Venue and/or Platform.

(c) Subject to these Terms, RACP reserves the right to make changes to the Event, including in relation to the Venue, dates, times, physical capacity of the Venue, conferences and event programs at any time.

(d) The Sponsor must, and will procure that its officers, employees, agents, representatives and contractors attending the Event must, observe the following:

(i) the rules, regulations and procedures for the Venue or Platform (including in relation to workplace health and safety); and

(ii) security procedures relevant to the Venue or Platform.

(e) If the Sponsor is an exhibitor at the Event, then:

(i) the Sponsor's allocated exhibition trade table at the Venue must be staffed at all times during the exhibition period advised by RACP and removal

- of any exhibition display must not commence until after the exhibition period finishes;
- (ii) all Event Material must be displayed within the designated trade table area and no custom stands are permitted;
- (iii) the Sponsor must not make excessive noise that might negatively impact on other exhibitors, Event participants or the Event generally;
- (iv) the Sponsor must not obstruct aisles and walkways; and
- (v) the Sponsor must not share any trade tables with any third party without RACP's written consent.
- (f) If the Sponsor is an exhibitor on the Platform, then the Sponsor must not seek contact information from Event participants or delegates.
- (g) The Sponsor is not permitted to attend conference sessions or networking functions during the Event unless RACP has provided tickets or the Sponsor has registered as a delegate or Event participant.
- (h) The Sponsor must obtain the prior written consent of RACP before making any public statements in relation to the Sponsor's involvement in the Event.
- (i) RACP reserves the right to:
 - (i) prohibit entry of any person to the Venue, or reject any person from the Venue, including the Sponsor and its personnel for breach of these Terms; and
 - (ii) restrict access of any person to the Platform, or remove any person from the Platform, including the Sponsor and its personnel for breach of these Terms; and
 - (iii) require the Sponsor to remove from any display items which RACP deems in its absolute discretion are unacceptable.
- (j) The Sponsor agrees that nothing may be posted on, tacked, nailed, screwed, taped, stapled, or otherwise attached to ceilings, columns, walls, floors, painted surfaces, or other parts of the building or furniture at the Venue. No holes may be drilled, cored, or punched in the building. Any damage to property at the Venue by the Sponsor must be restored to the original condition by the Sponsor at the Sponsor's expense.
- (k) The Sponsor acknowledges that:
 - (i) RACP may engage agents on its behalf to take images at the Event which may be used for promotional, news, online/multimedia, research or educational purposes by and for the RACP (subject to RACP's obligations in clause 10). The Sponsor is not entitled to remuneration, royalties or any other payment from RACP in respect of images of the Sponsor, the Sponsor's likeness or use of these images;

- (ii) information on the Event website and Event Materials is correct at the time of publication, but RACP reserves the right to change this information where necessary on reasonable notice to the sponsor; and
- (iii) if the Sponsor is entitled to host an endorsed private function, it will be subject to separate terms and conditions to be agreed to between the Sponsor and RACP.

4 Warranties

- (a) The Sponsor represents and warrants to RACP that:
 - (i) it has the power and authority to enter into and fully perform this agreement in accordance with its terms;
 - (ii) it will perform its obligations under this agreement with due care and skill and in a professional manner consistent with generally accepted industry best practice;
 - (iii) it will provide all personnel, processes and resources required to perform its obligations under this agreement;
 - (iv) it has obtained and will maintain all necessary authorisations, licences, approvals, permits and accreditations to perform its obligations under this agreement;
 - (v) compliance with these Terms will not breach any obligation or law by which the Sponsor is bound; and
 - (vi) it will not make any false or misleading representations or engage in any misleading conduct with respect to the Event.
- (b) This clause 4 does not purport to exclude, restrict or modify any warranty, guarantee or any other rights or obligations which apply to the Sponsor's performance of the agreement at law.
- (c) RACP represents and warrants to the Sponsor that:
 - (i) it has the power and authority to fully perform this agreement in accordance with its terms;
 - (ii) it has obtained and will maintain all necessary authorisations, licences, approvals, permits and accreditations to stage the Event and perform its obligations under this agreement; and
 - (iii) it will not make any false or misleading representations or engage in any misleading conduct with respect to the Sponsor.

5 Intellectual property

- (a) The Sponsor grants to RACP a non-exclusive, royalty free, sub-licensable, licence for the Term to use, display, reproduce, modify, adapt and publish the Sponsor's name and any logos provided to RACP under clause 6(c) for the purposes of this agreement or promoting the Event.

- (b) RACP grants to the Sponsor a non-exclusive, royalty free, licence for the Term to use, display and publish RACP's name and the Event name in connection with Event and for the purposes of this agreement. For the avoidance of doubt, RACP does not grant the Sponsor a licence to use RACP's logo for any purpose.
- (c) Unless otherwise agreed, the Sponsor acknowledges that any Intellectual Property Rights and other property rights in any Event Materials created by either party during the Term will, on creation, be owned by RACP. The Sponsor hereby assigns, and must procure that its personnel assign, all Intellectual Property Rights in the Event Materials to RACP upon their creation. The Sponsor agrees to do all things which may be necessary for these ownership rights to pass to RACP.
- (d) The parties acknowledge that except as expressly set out in this agreement, RACP retains all right, title and interest in and to the RACP Intellectual Property. The Sponsor acknowledges that is not permitted to use any of the RACP Intellectual Property including any logos, trade marks or business names owned by RACP without RACP's prior written consent.
- (e) Before publishing, distributing, performing or otherwise making available any Advertising Material containing any RACP Intellectual Property, the Sponsor must obtain RACP's prior written consent.

6 Event Materials

- (a) RACP will notify the Sponsor of any requirements regarding the Event Materials, including any specifications and delivery details, and arrangements for static displays.
- (b) The Sponsor must provide to RACP any logos to be used for the purposes of this agreement in both .jpg and .eps format, high resolution 300dpi, as well as any style guidelines on how to use the logos (if required).
- (c) If the Sponsor provides logos in other formats or Event Materials after the dates or contrary to the requirements specified by RACP, then RACP is not responsible for the quality of those logos displayed in any Event Materials and Event Materials may not be able to be used for the purposes of the Event.

7 RACP Assets

- (a) While in its possession, the Sponsor agrees to hold any RACP Assets as bailee, only use them for the purposes of performing its obligations under this agreement and hold them securely and with care and diligence. The Sponsor must not hire, re-loan or encumber RACP Assets and must not make any alterations, modification or adjustment to them without RACP's consent.
- (b) The Sponsor acknowledges and agrees that it is responsible for any loss or damage to or destruction of the RACP Assets whilst they are in the Sponsor's possession or control.

8 Cancellation or postponement of the Event

- (a) If the Sponsor has paid all or part of the Fee and the Event is postponed indefinitely or cancelled by RACP, but not due to a Force Majeure, then:
 - (i) RACP must refund the entire amount of the Fee (or such part of the Fee that has been advanced to RACP) to the Sponsor within 7 days of the Sponsor requesting in writing that the amount be refunded;
 - (ii) RACP must return any value in kind goods (such as Event Materials) in its possession within 7 days of the Sponsor requesting in writing; and
 - (iii) RACP is not liable to the Sponsor for any claim for any loss or damage, including any losses incurred by the Sponsor in relation to travel, accommodation, Event Materials and other expenses due to the cancellation or postponement.
- (b) If the Sponsor has paid all or part of the Fee and the physical Events at the Venues are postponed indefinitely or cancelled by RACP, but not due to a Force Majeure, and virtual Events on the Platform are not postponed indefinitely or cancelled, then the Sponsor may notify RACP that:
 - (i) it wishes the Fee to be refunded, in which case clause 13(a) will apply; or
 - (ii) it wishes to change its sponsorship package, in which RACP may effect such change (in its discretion) and refund the Sponsor for any reduction in the relevant Fee.

9 Confidentiality

- (a) Each party acknowledges that Confidential Information of the other party may be disclosed to it and agrees:
 - (i) to at all times keep the other party's Confidential Information absolutely secret and confidential and not directly or indirectly disclose or communicate it to any third party at any time without the prior written authority of the other party;
 - (ii) to not use or exploit (for itself for any other person) any of the other party's Confidential Information or any part thereof for any reason except as necessary to comply with its obligations under this agreement;
 - (iii) to limit access to the other party's Confidential Information to only its personnel as may reasonably require access for providing or receiving the Sponsorship Rights or Exhibitor Rights (as applicable) and shall take all necessary steps to eliminate risk of disclosure of the other party's Confidential Information by such personnel including ensuring that before any such person is given access to the other party's Confidential Information or any part thereof, he or she is made aware of the confidential nature of the material; and

- (iv) not publicise or disclose the terms of this agreement without first obtaining the other party's written approval.
- (b) The confidentiality obligations in this clause 9 will continue after the termination or expiration of this agreement.
- (c) This agreement does not prevent disclosure of Confidential Information by either party as required by law or to its legal or other professional advisors, provided that it immediately notifies the other party in writing of its requirement to disclose the Confidential Information.

10 Privacy

- (a) RACP complies with the *Privacy Act 1988* (Australia) and the *Privacy Act 1993* (New Zealand) in relation to the collection, use and disclosure of personal information. RACP's privacy policy explains:
 - (i) what RACP means by "personal information" (i.e. information about an identifiable individual);
 - (ii) what personal information RACP collects;
 - (iii) how RACP uses and discloses personal information;
 - (iv) how RACP stores personal information; and
 - (v) how a person can access and correct personal information.
- (b) RACP's privacy policy can be accessed [here](#).
- (c) The Sponsor agrees to comply with the *Privacy Act 1988* (Australia) and the *Privacy Act 1993* (New Zealand) with respect to personal information supplied, transferred, disclosed or made available to the Sponsor, or obtained, collected, used, received, or accessed, generated, compiled or arranged by the Sponsor or RACP in the course of exercising its rights or performing its obligations under this agreement.

11 Insurance

- (a) The Sponsor must, at its cost, effect and maintain:
 - (i) a public liability insurance policy with a minimum of \$20 million coverage for the Sponsor's occupancy and activities at the Venue; and
 - (ii) other reasonable and appropriate insurance in relation to the Sponsor's risks and liabilities under this agreement and in relation to the Event.
- (b) The Sponsor's insurance must be with a reputable insurer for the Term and for a reasonable time after.
- (c) The Sponsor must provide RACP with a copy of the certificate of currency and the terms and conditions of the relevant insurance policies in respect of:
 - (i) the public liability insurance policy, no later than 90 days prior to the Event; and

- (ii) other insurance policies, on RACP's request.

- (d) The Sponsor will be denied entry to the Venue if it fails to comply with its obligations set out in clause 11(c).

12 Liability and indemnity

- (a) RACP will not be liable to the Sponsor under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action for any indirect or consequential loss (being any loss other than loss that may be fairly and reasonably considered to arise natural, that is, in the usual course of things, from the breach or other act or omission by which it is caused).
- (b) The Sponsor indemnifies RACP and RACP's personnel against any liability, loss, damage, compensation and costs and expenses reasonably sustained or incurred by RACP as a result of:
 - (i) any negligent, unlawful or wilfully wrong act or omission of the Sponsor or the Sponsor's personnel;
 - (ii) any death, personal injury or damage to tangible property caused by any act or omission of the Sponsor or the Sponsor's Personnel; **or**
 - (iii) any claim that the Event Materials created or developed by the Sponsor infringe the intellectual property or other rights of any third party.
- (c) The Sponsor acknowledges that RACP is not responsible for:
 - (i) any loss or damage to the Sponsor's property and that all of the Sponsor's material and equipment is Sponsor's sole responsibility;
 - (ii) any crash or failure of the online Platform beyond the reasonable control of RACP; and
 - (iii) disruptions or cancellations to the Event outside of RACP's control, including where the Venue or online Platform becomes unusable or RACP is required to cancel the Event.

13 Termination of Sponsorship Rights or Exhibition Rights

- (a) RACP may terminate the Sponsorship Rights and/or Exhibition Rights immediately on written notice to the Sponsor, if:
 - (i) the Sponsor breaches these Terms and fails to remedy that breach within a reasonable period of receiving notice requiring it to do so;
 - (ii) the Fee is refunded under clause 8(a); or
 - (iii) RACP's name is brought into disrepute by the Sponsor or its personnel or by being associated with the Sponsor or the Event, including where there is a major controversy affecting the Event or the Sponsor or its personnel engaging in wilful

misconduct, fraud, a criminal act or an act that brings RACP or the Event into disrepute.

- (b) The Sponsor may terminate the Sponsorship Rights and/or Exhibition Rights immediately on written notice to RACP, in which case:
- (i) 100% of the Fee paid by the Sponsor, less any deposit paid under clause 2(b)(i), will be refunded if such notice is more than 90 days before the relevant Event;
 - (ii) 75% of the Fee paid by the Sponsor, less any deposit paid under clause 2(b)(i), will be refunded if such notice is 90 days or less, but more than 30 days, before the relevant Event; and
 - (iii) no part of the Fee paid by the Sponsor, less any deposit paid under clause 2(b)(i), will be refunded if such notice is more 30 days or less before the relevant Event.
- (c) On termination of the Sponsorship Rights and/or Exhibition Rights:
- (i) each party must cease use of any Intellectual Property Rights owned by the other party; and
 - (ii) each party must and must procure that its personnel promptly return to the other party or destroy (at the other party's election) all Confidential Information in its possession or control or in the possession or control of any of its personnel.
- (a) Termination of the Sponsorship Rights and/or Exhibition Rights will not affect the rights or remedies of either party accrued up to and including the date of termination. Clauses 4, 5, 9, 10, 11, 12 and 13 (and any other clauses necessary for and incidental to the operation of those clauses) will survive the termination the Sponsorship Rights and/or Exhibition Rights and completion of the Event.

14 Dispute resolution

- (a) If a dispute arises out of or in relation to this agreement, either party may give notice of the dispute to the other, which must request that a review meeting be called.
- (b) Each party's representative must attend a review meeting called under clause 14(a) and must negotiate in good faith over no less than 20 days to promptly settle the dispute.
- (c) If the parties' representatives are unable to resolve a dispute within 20 days, the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales. If the parties cannot agree on a mediator or any other terms of the mediation (including the mediator's remuneration) within 30 days of one of the parties proposing a mediator or mediators, the President of the Law Society of New South Wales or the President's nominee will resolve the outstanding issues by selecting the mediator and/or determining the outstanding terms of the mediation (including the mediator's remuneration), as appropriate.

- (d) Nothing in this clause 14 prevents a party from seeking urgent interlocutory, declaratory or injunctive relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect that party's rights.
- (e) Nothing in this clause 14 affects a party's right to terminate this agreement in accordance with clause 13 or any other right of termination contained in this agreement.

15 GST

- (a) If anything supplied under or in connection with this agreement constitutes a taxable supply for the purposes of the GST Law, the supplier may recover from the recipient an amount on account of GST.
- (b) The amount on account of GST is:
- (i) equal to the value of the supply calculated in accordance with the GST Law multiplied by the prevailing GST rate; and
 - (ii) payable:
 - (A) at the same time and in the same manner as the recipient is required to pay or provide monetary consideration for the supply to which the additional amount relates; or
 - (B) where the recipient is not required to pay or provide monetary consideration for the supply in accordance with GST Law to the recipient of the supply.

16 Force Majeure

- (a) No party shall be liable for any delay in performing or failure to perform any of its obligations to the extent that such delay or failure is caused by Force Majeure, subject to that party promptly notifying the other party in writing of (1) the reasons for the delay or failure, (2) the nature and extent of the obligations affected by Force Majeure, (3) the likely duration of the delay or failure, and (4) the actions that it has taken or proposes to take to remedy the situation, and then using all possible diligence to avoid, remove or limit the effects of the Force Majeure on its performance as quickly as possible.
- (b) If a Force Majeure occurs and its effect continues for a period of 60 days, the party not affected by Force Majeure may, by written notice to the affected party, terminate the Sponsorship Rights and/or Exhibition Rights.

17 COVID-19 compliance

- (a) The Sponsor agrees, in relation to physical attendance at a Venue by the Sponsor or its personnel, to:
- (i) comply with all COVID-19 restrictions and social distancing requirements of a State, Territory or Country which apply at the time and location of the Venue;

- (ii) ensure that its personnel at the Venue comply with all COVID-19 restrictions and social distancing requirements of a State, Territory or Country which apply at the time and place of the Venue;
- (iii) have a COVID-19 Safety Plan in place and comply with that plan;
- (iv) comply with any COVID-19 Safety Plan applicable at the Venue; and
- (v) maintain a reasonable standard of hygiene at the Venue to reduce the risk of transmission of COVID-19, including by ensuring the availability of hand sanitiser for the Sponsor's personnel and Event participants interacting with those personnel, minimising physical touch points and regularly cleaning and sanitising the Sponsor's station (if applicable).

18 Notices

- (a) Each party notifying or giving notice under this agreement must do so in writing and hand deliver or send such notice by pre-paid ordinary post (or if posted to or from a place outside Australia, by pre-paid airmail) or email to the address of the recipient.
- (b) The address for notices under this agreement is:
 - (i) for RACP:
RACP Events Team
145 Macquarie Street
Sydney NSW 2000
events@racp.edu.au
 - (ii) for the Sponsor, the physical address or email address included in the Sponsor's Sponsorship Application.
- (c) A notice given in accordance with clause 18(a) will be deemed to have been received:
 - (i) if hand delivered, on the date of delivery;
 - (ii) if sent by pre-paid post, 2 business days after the date of posting, and on the seventh business day if sent to or posted from outside Australia; and
 - (iii) if sent by email, on sending unless the sender's computer reports that the message has not been delivered.

19 Other

- (a) This agreement will be governed by the laws applying in New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales.
- (b) The Sponsor must not sub-contract its rights or obligations under this agreement to a third party without the prior written consent of RACP. Such consent may be provided subject to conditions but will not be unreasonably withheld. The Sponsor will remain liable for the acts and omissions of any

subcontractors as if they were the acts and omissions of the Sponsor.

- (c) RACP's relationship with the Sponsor will be that of independent contractor. Nothing in this agreement will be construed as creating a relationship of employment, agency, joint venture or partnership between the parties.
- (d) The Sponsor must not assign, sublease or licence any right, novate any obligation, under this agreement without the prior written consent of RACP, which must not be unreasonably withheld. RACP may assign its rights or novate its obligations under this agreement without obtaining the prior written consent of the Sponsor.
- (e) The Sponsor is liable for the actions or omissions of the Sponsor's personnel. RACP is not responsible in any way for the Sponsor's personnel.
- (f) Unless otherwise agreed in writing between RACP and the Sponsor, RACP will not pay any expenditure or costs incurred by the Sponsor in carrying out its obligations under this agreement, unless otherwise agreed in writing by RACP in advance. Any such agreed expenses will be charged at cost.
- (g) The parties acknowledge and agree that:
 - (i) this document constitutes the entire agreement of the parties about its subject matter;
 - (ii) neither party is bound by any representations, agreements, understandings, conditions, warranties or information made or given by a party (or on their behalf) related to the subject matter of this document except where expressly provided for in the written terms of this document;
 - (iii) if any representations related to the subject matter of this document, which are not expressly provided for in the written terms of this document have been made, they are now withdrawn;
 - (iv) any collateral contracts formed prior to the execution of this document are now terminated; and
 - (v) RACP is not bound by any terms and conditions contained in any document issued by the Sponsor.
- (h) Specifying anything in this agreement after the words "including", "includes" or "for example" or similar expressions does not limit what else might be included unless there is express wording to the contrary.
- (i) A right created under this agreement may not be waived or varied, except in writing signed by the parties which specifically refers to varying this agreement.
- (j) Failure or omission by RACP at any time to enforce or require strict or timely compliance with any provision

of these Terms will not affect or impair that provision in any way or RACP's rights to avail itself of the remedies it may have in respect of any breach of any such provision.

20 Definitions

Unless the context requires otherwise the following words will have the following meanings in this agreement:

- (a) **Advertising Material** means any and all advertising or other promotional materials in any form or media and published or otherwise made available through any means of communication or publication which are produced by or for the Sponsor or RACP and which make use of or reference to the Sponsor, the Sponsor's products or logos, RACP or RACP's products or logos.
- (b) **Confidential Information** means information however held, recorded or delivered, whether exchanged between the parties before, on or after the date of this agreement relating to the business, assets or other affairs of a party or its related bodies corporate including in relation to the present and future development, marketing, promotion and sale of existing and new products and services (including "know how", trade secrets, marketing and merchandising methods and concepts, product and packaging designs, market research data and the like), financial information, information relating to clients or suppliers, particulars of employees or contractors, any specific information marked as confidential and any concepts, research data, designs, results, software systems or other documentation or information but does not include:
 - (i) information which is available in the public domain, except where that is a result of a disclosure in breach of the agreement; or
 - (ii) information which a party can prove was in its possession before disclosure by the other party, which was not acquired in breach of an obligation of confidence.
- (c) **Event** means the "AChSHM ASM 2022" to be held on Friday 18 and Saturday 19 March 2022 by RACP as a two-day on-line event via the Platform.
- (d) **Event Materials** means all materials created or developed by either party in relation to this agreement or the Event, including any logos, signage, banners, promotional materials, flyers, images, videos, social media content, point of sale or other advertising materials or arrangements for display at the Event.
- (e) **Exhibitor Rights** means the benefits in relation to being an exhibitor at the Event as set out in an RACP sponsorship package, which may include physical trade tables or virtual exhibition booths, or as otherwise agreed between RACP and the Sponsor.
- (f) **Fee** means the fee for the Sponsorship Rights and/or Exhibition Rights as set out in an RACP sponsorship package, or as otherwise agreed between RACP and the Sponsor.
- (g) **Force Majeure** means acts of God, fire, flood, war, earthquake, natural disaster, terrorism, epidemic, strike, lockout, labour controversy, civil commotion, pandemic (including the COVID-19 pandemic), acts or restriction of any government or governmental agencies, and any other circumstances beyond the reasonable control of the relevant party.
- (h) **GST** means the goods and services tax imposed in Australia by *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("**Australian GST Act**") and in New Zealand by the *Goods and Services Tax Act 1985* (NZ) ("**NZ GST Act**"), and a term or expression used in this agreement that has a defined meaning in the Australian GST Act has the same meaning given to it in the Australian GST Act for GST purposes, or to its equivalent concept in the NZ GST Act for New Zealand GST purposes, unless the context indicates otherwise.
- (i) **GST Law** means the Australian GST Act and the NZ GST Act.
- (j) **Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in relation to copyright, trade marks, designs, concepts, trade secrets, know-how, patents, confidential information, patents, inventions, discoveries and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.
- (k) **Platform** means a third-party online platform by which an online Event will be held, including any webinars in connection with the Event.
- (l) **RACP Assets** means goods or materials in whatever form provided by RACP to the Sponsor or its personnel for the purposes of this agreement, including signage and equipment.
- (m) **RACP Intellectual Property** means all Intellectual Property Rights that are owned by RACP, including in and to any trade marks, logos or products and the Event Materials.
- (n) **Sponsor Intellectual Property** means all Intellectual Property Rights that are owned by the Sponsor, including in and to any trade marks, logos and products.
- (o) **Sponsorship Application** is RACP's application for a sponsorship package in relation to the Event.
- (p) **Sponsorship Rights** means the benefits in relation to sponsorship of the Event as set out in an RACP sponsorship package or otherwise agreed between RACP and the Sponsor.
- (q) **Value in Kind Items** means the Value in Kind Goods and the Value in Kind Services.
- (r) **Venue** means any physical location in which the Event is held.