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TheMHS Forum 2024

CONNECTING WITH THOSE WHO CARE

A mental health system that embraces family, kin, whānau & community



Sponsor and Exhibition Terms & Conditions

The Organisations. These terms and conditions are made between The Mental Health Services Learning Network (hereby referred to as TheMHS) and the organisation purchasing either sponsorship or exhibitor privileges (the Organisation).

The following are part of the contract between the exhibitor and/or sponsor and TheMHS. Exhibitors/sponsors must observe these rules. Any areas not covered are subject to TheMHS' final decision.

Things you need to know

The following terms and conditions apply to your participation as a sponsor and/or exhibitor.

- The sponsor/exhibitor by returning a completed, signed and dated form explicitly accept these terms and conditions. TheMHS will take all diligent care to fulfil the listed sponsorship commitments.
- TheMHS reserves the right to amend or add any sponsorship packages and accept any sponsorship offer, listed or unlisted, at any time and without notice. TheMHS reserves the right to alter the program if required.
- The sponsor or exhibitor agrees that the organisers and other authorised stakeholders may use your contact information for any relevant purpose such as administration or advising of future events.

Financial facts

- TheMHS will not be liable for any loss or damage of goods or equipment at the forum, including during bump in/out. Entitlement is reserved upon submission of booking form; and deliverables provided upon payment made.
- A tax invoice which is payable within 30 days or prior to the forum (whichever date comes first). A remittance advice must be emailed to conference@themhs.org.
- The sponsor or exhibitor will not receive any sponsorship or exhibition entitlements, until all payments are made.
- All sponsorship and exhibition prices are in AUD.
- All prices include 10% GST.

Public Liability

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All exhibitors must have a current public liability insurance up to a minimum of AUD 10 Million policy covering the period of the event and are required to provide proof of currency of insurance to TheMHS prior to the commencement of the event or by close of business on the date stipulated in the event guidelines forwarded to the exhibitor and set out in the event information contained in these terms and conditions.

Cancellation

- Cancellation must be notified to TheMHS in writing. TheMHS reserves the right to re-sell the cancelled opportunity.
- Exhibitor fees will be refunded 100% (less a \$AU210 administration fee) only if TheMHS is notified in writing six (6) weeks before the forum dates – that is **27th February 2024**.
- 50% of fee (less a \$AU210 administration fee) will be refunded if written notification is received in writing four (4) weeks before the forum dates – that is **12th March 2024**.
- NO REFUND will apply after these dates, except at the discretion of TheMHS. Late applications will be assessed on a case-by-case basis, with their decision being final.
- Your non-payment does not cancel your contractual obligations to us.
- In the unlikely case that the event cancels TheMHS will refund your full financial investment minus any expenses incurred to date of the cancellation. This includes, but not limited to, set up for your industry program involvement and any promotional exposure up until the time cancellation occurs.
- Should the Event or other activity be cancelled or abandoned, the limit of claim for damages and/or compensation by the Exhibitor, Advertiser or Sponsor shall be limited only to the amount of money paid by that Exhibitor, Advertiser or Sponsor to TheMHS for that particular event or other activity.
- No exhibitor shall occupy allocated space until all payments been made.

Privacy statement

- In accordance with the Australian General Data Protection Regulation, TheMHS recognises the importance of this and respects people's privacy. We are committed to ensuring that all customer information provided to us is protected from misuse.
- Your name and contact information, including electronic address, may be used by parties directly related to the event such as the organisers and approved stakeholders, for relevant purposes such as promotion, networking, and administration of this, and future events of this type. Please advise in writing should you do not consent.

Representative & staffs

- Each exhibitor and sponsor must name at least one person to be the official Representative in Charge and responsible party. The Representative in Charge will receive all relevant materials relating to the TheMHS Forum 2024. That representative shall be authorised to enter

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such contracts as may be necessary for fulfilment of obligations to the TheMHS and to other contractors and subcontractors.

- All exhibition staffs must be fully registered — i.e., complimentary exhibitor registration, or by purchasing additional exhibitor registrations.
- All personnel are required to display proper name badges throughout move-in, forum hours, and move-out.
- Personnel may not initiate sales or marketing activities while in the room where a meeting session is taking place.

Advertising entitlements

- All signage within the exhibition booth should be pull-up banners unless purchasing additional sponsorship advertising.
- Logos and other printed material may, at TheMHS sole discretion, be reproduced in colour (where possible), OR the nominated form spot colour/s OR mono depending on method of production.
- The sponsor must provide suitable material to meet our publication requirements and deadlines.
- All advertisements and marketing material are to be supplied by the sponsor.
- Print or web recognition will be given when payment terms have been met.
- Advertisers forwarding promotional material to TheMHS, agree to allow TheMHS the right to use the supplied information within the Event promotion, all advertisements, commercials and online.
- When providing promotional material for use by TheMHS the Organisation warrants that:
 - (a) it is owned by the Organisation, or the Organisation has the rights to use and publish such promotional material:
 - (b) TheMHS has the rights to use and publish such promotional material provided by the Organisation; it does not breach the law or other's rights to the use of the promotional material.
- The Organisation acknowledges and agrees that TheMHS has the right to edit or refuse a listing within Event publications for the Event, without notice, in order that a better fit or format can be achieved for Event publications.
- Promotional material provided by the Organisation must meet with TheMHS requirements and, if not, the Organisation must re-supply the material in the form required by TheMHS or agrees to accept the costs of production that will be incurred in order to create the promotional material in a form acceptable to TheMHS.

Sponsor/Exhibitor's Responsibilities

- The commitment to exhibit space and full payment together constitute a contract for a right to use the space.

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- No exhibitor or sponsor may assign, sublet, grant licences for the whole or part of the booth without TheMHS' prior approval of the terms thereof. Please email us conference@themhs.org for further information.
- The exhibit area is purposed to supplement the professional meetings by providing delegates with various types of products, services, and information. The venue and TheMHS reserves the right to ask for removal of inappropriate items.
- Exhibitors must maintain activity only from within the confines of your booth. Sound presentations, slides, movies or videos are permitted if attuned to a conversational level and if not objectionable to neighbouring exhibitors.
- Exhibitors will be responsible for any reasonable costs of repairing the booth or premises should you paint, mark or damage any fixtures or fabric.
- Food, beverage or prohibited items are not permitted at the event unless prior arrangements are made with the venue and TheMHS.
- Any external supplier must conform to the venue's OH&S, insurance and other regulations. Exhibitors must follow all directions of staff employed or engaged by TheMHS including compliance with relevant laws, OH&S requirements and venue guidelines whilst at the Event.
- All electrical items brought to the Event **must have** valid electrical certification tags on them, including extension leads and power boards.
- No individual generators to be used to power an exhibitor's site without the express written permission of both TheMHS and the venue.
- All exhibits must be arranged so as not to obstruct the general view or hide the exhibits of others.
- Sponsors are responsible for the security of their own equipment and material whilst at the event. Exhibitors are required to remove all materials at the completion of the Event and bring the site space back to the condition to which the site space was when the Exhibitor arrived. Failure by an Exhibitor to remove all rubbish and return the site space to its former condition will result in additional fees charged for such cleaning and reinstatement.
- TheMHS will take reasonable precautions to safeguard the exhibit hall; however, TheMHS will not be liable for loss or damage to property or personnel from theft, fire, accident, or any other cause beyond its reasonable control. Organisations are advised to insure themselves at their own expense against property loss or damage and against liability for personal injury.
- The organisation shall indemnify TheMHS against, and hold it harmless from, negligence of the Organisation in connection with the Organisation's conduct at the Exhibit Show.
- The organisation acknowledges that TheMHS ability to be able to provide the Services to you without delay or interruption is dependent on your full and timely cooperation. The sponsor or exhibitor will (and will ensure that the Authorised Users will)
 - Cooperate with and assist us in the supply of your content;
 - Promptly provide us with full and accurate information, data and explanations as and when required;

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- Comply with applicable laws and regulations (including the General Data Protection Regulation (“GDPR”) with respect to user privacy, data collection, data retention, data transmission, data storage and the use of cookies.
- Comply with all reasonable directions and guidelines from TheMHS as advised from time to time.

TheMHS Rights and Responsibilities

- TheMHS will organise and conduct the Event or other activity on behalf of the Exhibitor or Sponsor in accordance with the General Event Information.
- TheMHS will make all reasonable efforts to offer site space, advertising or sponsorship as requested by the Exhibitor or Sponsor.
- TheMHS does not guarantee event visitor numbers or the level of commercial activity at the Event or for any other activity.
- Wherever possible, exhibitor space assignments or other arrangements will be made by TheMHS in keeping with the preferences of the Exhibitor, or Sponsor. TheMHS reserves the right to move, delete or add exhibitor spaces or make other arrangements and/or make the final determination on all exhibitor space assignments or other arrangements without prior consultation with the Exhibitor or Sponsor.
- TheMHS does not guarantee exclusivity of products or services and cannot guarantee similar products or services will not be located adjacent to or near the Exhibitor in relation to space at the Event.
- TheMHS reserves the right to alter or change the traffic flow or access arrangements to and from the Event site and/or the Exhibitor site at any time. These changes may affect exhibitor and/or patron vehicle traffic and/or patron foot traffic.
- TheMHS reserves the right to alter or change at any time the style or type of exhibitor access pass required to enter or gain access to the Event.
- TheMHS or their staff or volunteers or security staff also reserve the right to ask for additional identification and where in doubt as to whether or not the exhibitor pass is being used by a person or persons who are not entitled to carry that pass, TheMHS reserves the right to confiscate the exhibitor pass and refuse entry to that person or persons.

Release of TheMHS

To the extent permitted by law, the Exhibitor, or Sponsor releases TheMHS from any claim or Liability arising (directly or indirectly) from, or incurred in connection with any:

- a) movement, deletion or adding of exhibitor spaces or sponsorship opportunities at the Event;
- b) alteration or change in traffic flow of patrons and vehicle traffic at the Event;
- c) changes in patron and Exhibitor or Sponsor access passes to the Event;
- d) acts and/ or omissions resulting in non-fulfilment of Sponsors Contracts provided TheMHS has used its best endeavours to fulfil the Sponsors Contract;

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- e) errors or omissions in advertising material for the Event;
- f) force Majeure;
- g) damage, loss, injury or death to or of any person or property on or near the Event;
- h) damage or loss to the Exhibitor, or Sponsor in connection with the Event or its use or occupancy of the sites at the Event;
- i) services not being available or not working properly at the Event, except to the extent caused by the negligence of TheMHS.

INDEMNITY BY EXHIBITOR OR SPONSOR

The Exhibitor or Sponsor indemnifies TheMHS against any Claim and Liability for which TheMHS is, or may be, or becomes liable in respect of or arising (directly or indirectly) from:

- a) any damage, loss, injury or death to or of any person or property caused or contributed to by the Exhibitor, or Sponsor.
- b) any damage, loss, injury, or death to or of any person or property caused by Force Majeure.
- c) errors or omissions in advertising material for the Event.
- d) the Exhibitor or Sponsor use of Services at the Event.
- e) the Exhibitor or Sponsor occupation of sites at the Event.
- f) the overflow, leakage or escape of water, gas, fire or any other substance into or from the Services and any other Exhibitor or Sponsor at the Event; and
- g) the failure of the Exhibitor, or Sponsor to notify TheMHS of any defect in the Services.