

# SPONSORSHIP TERMS AND CONDITIONS

By confirming your involvement as a sponsor, you agree to the Australian Dementia Network 2022 Australian Dementia Research Forum (ADRF 2022) terms and conditions below.

## 1. Sponsorship

In consideration of the Australian Dementia Network (ADNeT) granting the Sponsorship Rights to the Sponsor, the Sponsor will provide the Sponsorship to ADNeT in accordance with the timetable set out in Item 4 of Schedule 1 by:

- a) paying any invoices submitted by ADNeT for any cash amounts payable to ADNeT as part of the Sponsorship within 30 days after the date of the invoice or the date on which payment is due under the timetable set out in **Item 4 of Schedule 1** (whichever is the later); and
- b) providing any in-kind contributions forming part of the Sponsorship.

## 2. Conduct of Sponsored Activity

### 2.1 Promotion of Sponsored Activity

Except to the extent necessary for ADNeT to comply with clause 3.1, the Sponsor agrees that ADNeT may market and promote the Sponsored Activity, including by the distribution of promotional material, in its discretion.

### 2.2 Permitted use of Sponsorship

ADNeT must only use the Sponsorship at the Conference and related publicity, promotional and advertising activities directly associated with the Conference.

## 3. Sponsorship Rights

### 3.1 Grant of Sponsorship Rights

In consideration of the Sponsorship, ADNeT will provide the Sponsorship Rights to the Sponsor in accordance with the timetable set out in Item 5 of Schedule 1. For the avoidance of doubt, ADNeT reserves the right to amend or add any sponsorship package and accept any sponsorship offer, listed in Schedule 1 or unlisted, at any time and without notice.

### 3.2 Benefit of the Sponsorship Rights

(a) If ADNeT wishes to make any changes to the Sponsored Rights that would materially affect the availability to the Sponsor of the Sponsorship Rights, the Parties will use their reasonable endeavours to negotiate changes to the sponsorship arrangements set out in this Agreement to take into account those changes.

(b) The Sponsor acknowledges that any estimates provided by ADNeT in relation to the amount of publicity that the Sponsor may obtain through the Sponsorship Rights (for example, expected attendance at events and expected circulation of publications) are estimates only and that any deviation from those estimates does not amount to a breach of this Agreement by ADNeT or entitle the Sponsor to reduce the amount of the Sponsorship

### 3.3 Conduct of Sponsor

The Sponsor must not engage in conduct that may harm or diminish the name, messages or reputation of ADNeT or bring the Sponsor or ADNeT into disrepute, contempt, scandal or ridicule.

## 4. Use of Trade Marks

### 4.1 Licence of Sponsor Trade Marks

(a) The Sponsor grants ADNeT a non-exclusive, royalty-free licence during the Term to use the Sponsor Trade Marks (including by reproducing, communicating to the public and publishing any copyright works comprised in the Sponsor Trade Marks), to the extent necessary or desirable to give effect to the Sponsorship Rights, including the right for ADNeT to grant sub-licences for that purpose. ADNeT may only use the Sponsor Trade Marks as depicted in Item 7 of 1 or otherwise as directed by the Sponsor.

# SPONSORSHIP TERMS AND CONDITIONS

## 4.2 Licence of ADNeT Trade Marks

(a) ADNeT grants the Sponsor a non-exclusive, nontransferable, royalty-free licence during the Term to use the ADNeT Trade Marks (including by reproducing, communicating to the public and publishing any copyright works comprised in ADNeT Trade Marks), to the extent necessary for the Sponsor to enjoy the benefit of the Sponsorship Rights.

(b) The Sponsor must not display, publish, broadcast, disseminate or otherwise make available to third parties (other than for the purpose of creating or amending those materials), any materials on which any ADNeT Trade Mark appears, unless it first receives written approval from ADNeT.

## 4.3 Ownership of Trade Marks

(a) The Sponsor remains the legal and beneficial owner of the Sponsor Trade Marks.

(b) ADNeT remains the legal and beneficial owner of the ADNeT Trade Marks.

## 4.4 Ownership of Trade Mark

Materials Each Party acknowledges that the other Party is the owner of all intellectual property rights in any materials created by that other Party, other than the first-mentioned Party's Trade Marks themselves.

## 5. Warranties

### 5.1 Mutual warranties

Each Party warrants that:

(a) it will comply with all Laws relevant to this Agreement; and

(b) it has the power to enter into this Agreement and to perform its obligations under this Agreement.

### 5.2 Warranties by ADNeT

ADNeT warrants that:

(a) in providing the Sponsorship Rights, it will not be in breach of any obligation owed to any person and that it holds all licences and approvals necessary for providing the Sponsorship Rights; and

(b) no assignments or grants, licences, encumbrances or obligations or agreements to which ADNeT is a party are inconsistent with this Agreement.

## 5.3 Warranties by Sponsor

The Sponsor warrants to ADNeT that: it is the owner of the Sponsor Trade Marks; and use by ADNeT of the Sponsor Trade Marks will not breach any rights (including intellectual property rights) of any person or amount to misleading or deceptive conduct or passing off.

## 6. Indemnity

The Sponsor indemnifies and will keep ADNeT indemnified against any Loss incurred by ADNeT as a result, whether directly or indirectly, of:

(a) breach by the Sponsor of any warranty provided in clause 5.3; or

(b) any use by ADNeT of the Sponsor Trade Marks pursuant to this Agreement.

## 7. Termination

### 7.1 Termination by either party

Either Party may terminate this Agreement for cause with immediate effect by giving notice to the other Party if:

(a) the other Party breaches any provision of this Agreement and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or

(b) the other Party breaches a material provision of this Agreement where that breach is not capable of remedy.

### 7.2 Termination by ADNeT for Convenience

ADNeT may terminate this Agreement for convenience with immediate effect by giving notice to the Sponsor.

## 8. Unavoidable Occurrences

For the avoidance of doubt, In the event that the Conference is cancelled or delayed through no fault of ADNeT or the venue including but not limited to fire, flood, labour disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes, global health crisis, or other similar events then the Sponsor shall not be entitled to any refund or claim for any loss or damage.

# SPONSORSHIP TERMS AND CONDITIONS

## 9. After termination or expiry

### 9.1 Rights on termination or expiry On the termination or expiry of this Agreement, ADNeT will:

- (a) upon demand, refund any unused part of the Sponsorship to the Sponsor; and
- (b) within a reasonable period after the termination or expiry, cease to use any of the Sponsor Trade Marks.

### 9.2 Accrued rights and remedies

The expiry or termination of this Agreement for any reason does not affect any accrued rights or remedies of either Party.

## 10. Sponsor Cancellation

The Sponsor may cancel their Sponsorship by ADNeT with written notice. In the event of Sponsor cancellation the following refunds will apply:

- (a) 90 days' notice of Sponsor cancellation – the Sponsor will be entitled to an 80% refund of the sum referred to in Schedule 1 item 4(a);
- (b) 60 days' notice of Sponsor cancellation – the Sponsor will be entitled to an 50% refund of the sum referred to in Schedule 1 item 4(a); and
- (c) 30 days' notice of Sponsor cancellation – the Sponsor will be entitled to an 20% refund of the sum referred to in Schedule 1 item 4(a)

## 11. Public and Product Liability Insurance

Sponsors are responsible for their own insurance, including public liability. All Sponsor must hold public and product liability insurance based on a limit of indemnity to the minimum value of \$10 million dollars. This refers to damage or injury caused to third parties / visitors on or in the vicinity of the Sponsor's exhibition stand. Sponsors must provide a copy of their insurance policy and certified currency upon request.

## 12. Delegate data

The provision of delegate contact details are subject to the provisions of the Privacy Act 2001. The Privacy Act 2001 provides that before name and address details can be published in the list Conference delegates for distribution to fellow delegates or any other party, each delegates must provide consent. If a Conference delegate list is supplied to the Sponsor, the Sponsor represents and warrants that the use it will use any such list in accordance with the Australian Spam Act, the various Australian Privacy Acts and by following business best practices for information management.

## 13. Goods and services tax

### 13.1 Interpretation

Words or expressions used in this clause 13 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause 13.

### 13.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST

## 14. General

### 14.1 Alterations

This Agreement may only be extended or renewed or altered in writing signed by each Party.

### 14.2 Confidentiality

(a) Subject to paragraph (b), each Party agrees to keep confidential and only use for the purposes of this Agreement, and to ensure its employees, agents and subcontractors keep confidential and only use for the purposes of this Agreement, all Confidential Information of the other Party.

(b) A Party may disclose Confidential Information of the other Party if it is required by Law to do so, but that Party must (to the extent permitted by Law):

- (i) provide the other Party with reasonable advance written notice of any such required disclosure; and
- (ii) take reasonable steps to minimise the extent of any such disclosure and to ensure that the third party keeps the other Party's Confidential Information confidential.

# SPONSORSHIP TERMS AND CONDITIONS

## 14.3 Assignment

A Party may only assign this Agreement or a right under this Agreement or purport to novate any of its obligations under this Agreement with the prior written consent of the other Party, such consent not to be unreasonably withheld.

## 14.4 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Agreement.

## 14.5 Survival

Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement, including clauses Error! Reference source not found., 5, 6, 9, 10, 13, Error! Reference source not found. and Error! Reference source not found. and this clause 14.

## 14.6 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

## 14.7 No merger

The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

## 14.8 Entire agreement

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with that subject matter.

## 14.9 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

## 14.10 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

## 14.11 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

## 14.12 Relationship

Except where expressly stated otherwise, this Agreement does not create a relationship of employment, trust, agency or partnership between the Parties.

## 14.13 Governing law and jurisdiction

This Agreement is governed by the law of the State of Victoria and each Party submits to the nonexclusive jurisdiction of the courts of State of Victoria.

## Definitions:

**ADNeT Trade Marks** means the trade marks described in Item 6 of Schedule 1

**Conference** means the Australian Dementia Network 2022 Australian Dementia Research Forum (ADRF 2022).

**Loss** means any cost (including legal costs on a solicitor and own client basis, whether incurred by or awarded against the relevant Party), expense, loss, damage, charge or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent, and including any such cost, expense, loss, damage, charge or liability that is incurred in connection with a Claim, including the defence or settlement of that Claim.

**Sponsor Trade Marks** mean the trade marks described in Item 7 of Schedule 1.

**Sponsorship** means the sponsorship amounts and contributions specified in Item 4 of Schedule 1.

**Sponsorship Rights** means the rights and benefits specified in Item 5 of Schedule 1.