# Sponsorship & Trade Fair Booking Form



Sponsorship & Exhibition Managers Arinex Pty Ltd – ABN: 28 000 386 676 Level 22, 44 Market Street, Sydney NSW 2000, Australia +61 2 9265 0700 + 61 3 9417 0899 sponsorship@arinex.com.au www.omega-event.org
Attention: Virginia Lovola

In respect of: O=MEGA23/WCO4

# How did you find out about the Event?

Website	Direct Marke	eting Email	Colleague or Friend	
Previous Sp	oonsor/Exhibitor	Phone P	Call	
Other (plea	ase specify)			

A: Sponsorship Package(s) requested COST A\$ (excl GST) A\$: 1: 2: A\$

Total for A: AS:

# B: Trade Fair space requested

Floorspace is available either for a custom stand/booth of your own, or for a Shell Scheme booth which will be supplied by the official stand builder.

Floorspace rates: ODMA MEMBERS \$315 per square metre (excl GST) NON-MEMBERS \$420 per square metre (excl GST)

Floorspace request: (in total square metres)

(Space dimensions, e.g. 9mx6m)

Space-only. We will be building our own custom stand/booth Shell Scheme booth: cost \$3,375 for ODMA Members (per 3m x 3m booth, excl GST) and \$4,320 for non-members (per 3m x 3m booth, excl GST). These prices include the cost of the Total for B: AS: floorspace.

# Total Amount Payable

Amount payable (Total A plus B)	A\$:	
50% deposit payable 30 days from date of invoice (Full Payment/Balance due: 8 June 2023) (excl. GST)	A\$:	

CONTACT DETAILS:

Organisation name (for marketing purposes):

Organisation name (for invoicing purposes):

Address:

City:

Postcode:

State:

Country:

Main Sponsor / Exhibitor contact: Mr Mrs Mrs Other (please specify):

Name:

Position:

Tel:

Mobile:

Email:

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# **Credit Card Authorisation**

# To secure your booking please complete the below credit card authorisation.

The below credit card will only be used to guarantee payment of past due invoices including cancellation fees. We will notify you by email prior to charging the card. However, Arinex is not obliged in any way to extend further terms.

Please note all transactions by credit card will appear on your statement as payment to: 'Conference by Arinex'.

CCV:

# Please charge the total amount above to the following credit card:

MasterCard Visa Card AMEX

\*Please note a credit card surcharge may apply for payment processing.

Credit	Card	Number:	

Expiry Date:

Name On Card:

Date:

Signature:

# Payment Details (please tick)

We wish to pay via EFT. Bank details will be provided by the Sponsorship & Exhibition Managers with your tax invoice.				
We wish to pay via the above credit card. We have noted that a processing fee may apply.				
We wish to pay with a different credit card. (Please note – a separate payment form will be provided for you to include your credit card information)				
Yes, I have read and agree to the booking terms and conditions on the following page.				
Authorised by:				
e:				

Signature:

Please note that your booking will not be processed unless all sections of this form are completed. **SEE OVER FOR TERMS AND CONDITIONS** 

#### **SPONSORSHIP BOOKING TERMS & CONDITIONS**

- Where appropriate, Goods & Services Tax (GST) is applicable to all goods and services offered by the Sponsorship & Exhibition Managers and all prices in this document are **exclusive of the GST**. The Sponsorship & Exhibition Managers reserve the right to vary the quoted prices in accordance with any movements in the legislated rate of the GST.
- 2. All applications for sponsorship are subject to approval by the Host Organisation at its sole discretion.
- Sponsorship will be allocated only on receipt of a signed Booking Form and Booking Terms & Conditions. A letter of confirmation will be provided to confirm the booking, together with a tax invoice for the required 50% deposit. The deposit is payable 30 days from the date of the tax invoice. The balance is due and payable by 8 June 2023. Applications received after 8 June 2023 must include full payment.
- 4. All monies are payable in Australian dollars.
- 5. All monies due and payable must be received by the Sponsorship & Exhibition Managers prior to the Event. No organisation will be listed as a sponsor in any official Event material until full payment and a completed, signed Booking Form have been received by the Sponsorship & Exhibition Managers.
- 6. If sponsorship payment is not received by **8 June 2023** you will receive an email notifying you that the authorised credit card supplied on the Booking Form will be charged for the remaining unpaid amount.
- 7. CANCELLATION POLICY:

#### Postponement

(a) In the event of postponement by the Host Organisation, the Sponsorship & Exhibition Managers or the Venue, all Sponsorship & Exhibition bookings will be carried over to the revised Event dates.

Cancellation by Organisers

(b) In the event of cancellation by the Host Organisation, Sponsorship & Exhibition Managers or the Venue, all Sponsorship & Exhibition payments will be fully refunded subject to deduction of any credit card or bank fees that the Host or Sponsorship & Exhibition Managers may incur. COVID-19 implications

(c) Should a Sponsor and/or Exhibitor's attendance to the Event be impacted by any restrictions enforced by COVID-19 government regulations, the Organising Committee will discuss the available options on a caseby-case basis and come to a mutual agreement with the Sponsor and/or Exhibitor.

Cancellation by Sponsor or Exhibitor

- (d) In the event of cancellation by the Sponsor or Exhibitor (other than as a consequence of any restrictions enforced by COVID-19 government regulations), the following cancellation fees will apply:
  - More than 91 days prior to the Event (9 June 2023):
    50% of the total payment due will be applicable
  - Between 90 and 61 days prior to the Event (10 June 2023 and 9 July 2023): 70% of the total payment due will be applicable
  - (iii) From 60 days prior to the Event (10 July 2023): 100% of the total payment due will be applicable
- (e) Should a cancellation be made prior to payment, the appropriate cancellation fee will be applicable, and the Sponsorship & Exhibition Managers will issue an invoice which will be payable within seven (7) days.
- (f) No sponsor shall assign, sublet or apportion the whole or any part of their sponsorship package except upon prior written consent of the Sponsorship & Exhibition Managers.
- Sponsorship monies will facilitate the successful planning and promotion of the Event in addition to subsidising the cost of management, communication, invited speakers, program and publications. Sponsorship monies are not expended on any entertainment incurred which is incidental to the activities of the Event.
- 9. Sponsorship entitlements including organisation logo on the Event website and other marketing material will be delivered only after receipt of the required deposit or full payment.
- Nomination of speakers will be subject to written approval by the speaker and the Program Committee. Furthermore, at the sole discretion of the Program Committee, sponsored speakers may be asked to speak at additional keynote and/or concurrent sessions.

- 11. The speaker's contract will specify that speakers must present leading edge, non-commercial papers with no obvious product endorsement and specify that speakers must act ethically, not commenting on other speakers, their presentations, or other sponsors' products.
- 12. Following approval from the Program Committee, sponsors will be expected to negotiate directly with their nominated speaker and cover all costs relating to the speaker's attendance at the Conference.
- 13. Sponsors may have the sponsored speaker present at breakfasts, optional workshops and/or commercial sessions within the Event but at no other public, external or by-invitation appearances pre or post the Event for a period of 30 days.
- 14. After the sponsor has agreed with the speaker to commit to the program and associated costs have been negotiated, the Event Managers will then conduct the speaker liaison in relation to obtaining abstracts, papers, copyright waiver, speaker a/v requirements and any other appropriate arrangements.
- 15. Sponsors whose agreed entitlements include the right to host an endorsed private function will do so at their own expense and at a time and date approved by the Sponsorship & Exhibition Managers and the Host.
- 16. Hosting of private functions in conjunction with the Event is limited to those sponsors who have obtained such a right within their sponsorship entitlements. The purpose of this condition is to avoid conflict between official Event functions and private functions.
- 17. The Delegate List may be accessed for a once-off promotion by the sponsor (if entitled to do so under their sponsorship entitlements) for the purpose of contacting Event delegates only. The list must not be used by the sponsor for any purpose related to future events and shall not be transferred in whole or in part to any third party. The Delegate List will exclude those persons who have refused consent for the sharing and/or use of their information in accordance with applicable Privacy legislation.
- You will exercise due care in and around the Event venue and in all matters related to your sponsorship of the Event so that no harm is caused.

- 19. You agree that no promise, warranty or representation has been made to you by the Sponsorship & Exhibition Managers regarding any benefit expected or other expectation you may have regarding entry in this Agreement and that you alone bear full responsibility for the sponsorship package chosen by or allocated to you.
- 20. The Sponsorship & Exhibition Managers will have no liability to you of any kind if anything not of their doing occurs that you may consider causes you loss or damage of any kind. In the event of cancellation or interruption of the Event, the Sponsorship & Exhibition Managers will have no liability to you other than any refund to which you may be entitled in accordance with these Terms & Conditions or from the Event venue.
- 21. Privacy Statement -

YES, I give consent for my data: to be used in the planning and conduct of the Event, including in arrangements for my participation by the Event Organiser; being shared with suppliers and contractors of the Event to assist with my participation; being included in participant lists; and for information distribution in respect of other relevant events organised by the Sponsorship & Exhibition Managers.

NO, I do not consent.

- 22. Arinex is not responsible for any mandatory quarantine fees and travel and border responsibility rests with the individual arriving into Melbourne, Victoria.
- 23. Force Majeure Event
  - (a) Subject to the following provisions of this clause, if a Party is or will be affected by Force Majeure:
    - such Party will immediately notify the other Party of the Force Majeure event and its anticipated impact on the performance of this Agreement.
    - such Party will not be liable for any delay or failure to perform its obligations pursuant to this Agreement caused by such Force Majeure.
    - (iii) if a delay or failure by such Party to perform its obligations is caused or anticipated due to a Force Majeure, the performance of such obligations will be suspended.
    - (iv) if a delay or failure by a Party to perform its obligations due to such Force Majeure exceeds thirty (30) days, the other Party may immediately terminate this Agreement by providing notice in writing to the other Party.

- (b) If the Event is delayed, postponed, altered, or cancelled by a Force Majeure:
  - neither Party will exercise a right or remedy under this clause unless and until the Parties have endeavoured to agree upon amendments to this Agreement for the delay, postponement, alteration or cancellation of the Event.
  - (ii) Arinex will not be obliged to refund to the sponsor any part of payments already made under the Agreement.
- (c) It is the intention of the Parties that this clause will supplant the common law doctrine of frustration and the operation of the *Frustrated Contracts Act 1978* (NSW) and equivalent legislation in other jurisdictions, to the extent applicable.
- 24. Late Bookings are possible, but choices may be limited. Sponsors and exhibitors contracted less than four (4) weeks prior to the conference start date will be charged a 15% surcharge.

# TRADE FAIR (EXHIBITION) BOOKING TERMS & CONDITIONS

- Where appropriate, Goods & Services Tax (GST) is applicable to all goods and services offered by the Sponsorship & Exhibition Managers and all prices in this document are **exclusive of the GST**. The Sponsorship & Exhibition Managers reserve the right to vary the quoted prices in accordance with any movements in the legislated rate of the GST.
- 2. All applications for exhibition space are subject to approval by the Host Organisation at its sole discretion.
- 3. Exhibition space will be allocated only on receipt of the signed Booking Form and Booking Terms & Conditions. Preferred space allocation is subject to availability and change at the sole discretion of the Sponsorship & Exhibition Managers. A letter of confirmation will be provided to confirm the booking together with a tax invoice for the required 50% deposit. The deposit is payable 30 days from the date of the tax invoice. The balance is due and payable by **8 June 2023**. Applications received after **8 June 2023**, must include full payment.
- 4. All monies are payable in Australian dollars.
- 5. All monies due and payable must be received by the Sponsorship & Exhibition Managers prior to the event. No exhibitor will be allowed to commence move-in operations or be listed as an exhibitor in the on-site publications until full payment and the signed Booking Form and Terms & Conditions have been received by the Sponsorship & Exhibition Managers.
- If exhibition payment is not received by 8 June 2023 you will receive an email notifying you that the authorised credit card supplied on the Booking Form will be charged the remaining unpaid amount.
- Public and Product Liability insurance to a minimum of A\$20 million must be taken out by each exhibitor at their own expense. A copy of the organisation's public and product liability certificate must be submitted to the Sponsorship & Exhibition Managers at the time of submitting the Booking Form or by no later than 8 June 2023.
- 8. CANCELLATION POLICY:

#### Postponement

(a) In the event of postponement by the Host Organisation, the Sponsorship & Exhibition Managers or the Venue, all Sponsorship & Exhibition bookings will be carried over to the revised Event dates.

## Cancellation by Organisers

(b) In the event of cancellation by the Host Organisation, the Sponsorship & Exhibition Managers or the Venue, all Sponsorship & Exhibition payments will be fully refunded subject to any credit card or bank fees that the Sponsorship & Exhibition Managers may incur.

## COVID-19 implications

(c) Should a Sponsor and/or Exhibitor's attendance to the Event be impacted by any restrictions enforced by COVID-19 government regulations, the Organising Committee will discuss the available options on a case by case basis and come to a mutual agreement with the Sponsor and/or Exhibitor.

### Cancellation by Sponsor or Exhibitor

- (d) In the event of cancellation by the Sponsor or Exhibitor (other than as a consequence of any restrictions enforced by COVID-19 government regulations), the following cancellation fees will apply:
  - (i) More than 91 days prior to the Event (9 June 2023): 50% of the total payment due will be applicable
  - Between 90 and 61 days prior to the Event (10 June 2023 and 9 July 2023): 70% of the total payment due will be applicable
  - (iii) From 60 days prior to the Event (10 July 2023): 100% of the total payment due will be applicable
- (e) Should a cancellation be made prior to payment, the appropriate cancellation fee will be applicable, and the Sponsorship & Exhibition Managers will issue an invoice which will be payable within seven (7) days.
- (f) After space has been confirmed and accepted, a reduction in exhibition space is considered a cancellation and will be governed by this cancellation policy. All communications regarding cancellation must be made in writing. Reduction in space may result in relocation of exhibit space at the sole discretion of the Sponsorship & Exhibition Managers.
- (g) Any space not claimed and occupied before 0900 on 8 September 2023 may be reassigned without notice or refund.
- P. The Sponsorship & Exhibition Managers reserve the right to rearrange the floor plan and / or relocate any exhibit at their sole discretion and without notice. The Sponsorship & Exhibition Managers will not discount or refund for any facilities not used or required.

- 10. If the exhibitor intends to install a custom-built stand, the Sponsorship & Exhibition Managers must be advised, and such advice must include full details and stand dimensions. This information must be received no later than **8 August 2023**. All display construction requires the approval of the Sponsorship & Exhibition Managers and venue management. A pro rata fee will apply if any construction occupies space outside the specified space as indicated on the floor plan.
- 11. In the use of the exhibition space allocated to you, and at all times in and around the Event premises, you must:
  - (a) exercise due care for the persons, property and premises of others and will be solely liable for any harm to any person, or loss of or damage to property or premises you or your personnel cause by any act or omission, whether or not found negligent;
  - (b) not engage in any allegedly unlawful conduct; and
  - (c) not use or display any material that is alleged to infringe the intellectual property (including any moral rights) of any other person. The Sponsorship & Exhibition Managers reserve the right to terminate your use of the exhibition space allocated to you, without liability to you, and you will be liable for any loss or damage suffered by the Sponsorship & Exhibition Managers, if any of these things occur or are threatened by you or your representatives.
- 12. No exhibitor shall assign, sublet or apportion the whole or any part of their booked space except upon prior written consent of the Sponsorship & Exhibition Managers.
- 13. The Delegate List may be accessed for a once-off promotion by the exhibitor (if entitled to do so under its exhibition entitlements) for the purpose of contacting Event delegates only. The list must not be used by the exhibitor for any purpose related to future events and shall not be transferred in whole or in part to any third party. The Delegate List will exclude those persons who have refused consent for the sharing and/or use of their information in accordance with applicable Privacy legislation.
- 14. You will exercise due care in and around the Event venue and in all matters related to your Exhibition of the Event so that no harm is caused.
- 15. You agree that no promise, warranty or representation has been made to you by the Sponsorship & Exhibition Managers regarding any benefit expected or other expectation you may have regarding entry into this Agreement and that you alone bear full responsibility for the exhibition package chosen by or allocated to you.

- 16. The Sponsorship & Exhibition Managers will have no liability to you of any kind if anything not of their doing occurs that you may consider causes you loss or damage of any kind. In the event of cancellation or interruption of the Event, the Sponsorship & Exhibition Managers will have no liability to you other than any refund to which you may be entitled in accordance with this Agreement or from the Event venue.
- 17. Privacy Statement -
  - YES, I give consent for my data: to be used in the planning and conduct of the Event, including in arrangements for my participation by the Event Organiser; being shared with suppliers and contractors of the Event to assist with my participation; being included in participant lists; and for information distribution in respect of other relevant events organised by the Sponsorship & Exhibition Managers.

NO, I do not consent.

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- 19. Force Majeure Event
  - (a) Subject to the following provisions of this clause, if a Party is or will be affected by Force Majeure:
    - such Party will immediately notify the other Party of the Force Majeure event and its anticipated impact on the performance of this Agreement.
    - such Party will not be liable for any delay or failure to perform its obligations pursuant to this Agreement caused by such Force Majeure.
    - (iii) if a delay or failure by such Party to perform its obligations is caused or anticipated due to a Force Majeure, the performance of such obligations will be suspended.
    - (iv) if a delay or failure by a Party to perform its obligations due to such Force Majeure exceeds thirty (30) days, the other Party may immediately terminate this Agreement by providing notice in writing to the other Party.
  - (b) If the Event is delayed, postponed, altered, or cancelled by a Force Majeure:
    - (i) neither Party will exercise a right or remedy under this clause unless and until the Parties have endeavoured to agree upon amendments to this Agreement for the delay, postponement, alteration or cancellation of the Event.

- (ii) Arinex will not be obliged to refund to the exhibitor any part of payments already made under the Agreement.
- (c) It is the intention of the Parties that this clause will supplant the common law doctrine of frustration and the operation of the *Frustrated Contracts Act 1978* (NSW) and equivalent legislation in other jurisdictions, to the extent applicable.
- 20. Late Bookings are possible, but choices may be limited. Sponsors and exhibitors contracted less than four (4) weeks prior to the conference start date will be charged a 15% surcharge.