Sponsorship and Exhibitor Terms and Conditions

These conditions, together with the Sponsorship and Exhibitor Application portal, form an agreement between you and RHW Events for your participation at the **11th National Histotechnology Conference**. By submitting an application through the Sponsorship and Exhibitor portal, you acknowledge that you have read, understood and agree to be bound by this agreement.

1. Definitions

1.1 'Event' and 'Venue' have the meaning evident from the Sponsorship and Exhibitor Application Form.

1.2 'RHW Events', 'us' or 'we' refers to Rural Health West Events, including any association, corporate organisation or government body that has engaged us as its Professional Conference Organiser or as their representative.

1.3 'Sponsorship and Exhibitor portal' means the online application portal for sponsorship/exhibition at the event.

1.4 'You' or 'your' refers to the individual or organisation submitting the Sponsorship and Exhibitor application.

1.5 A reference to a party includes its officers, employees, agents, contractors, sponsors and exhibitors.

2. Acceptance and Payment

2.1 All sponsorship and exhibition applications are subject to acceptance at the discretion of RHW Events. Written confirmation will be provided upon acceptance. We reserve the right to decline any application, however, any payment received will be refunded in full.

2.2 Fees are correct at the time of publication. RHW Events may amend fees at any time, however, confirmed applications will not be affected.

2.3 The fee is due the sooner of:

- **21 days** of our notification of acceptance of your sponsorship/exhibition application; or
- at least **one week prior** to the date of the event.

2.4 Failure to pay by the due date will be deemed as a cancellation by you in accordance with clause 7.

3. Allocations

3.1 Acceptance of your application grants the benefits outlined in your selected package.

3.2 Exhibition spaces are allocated strictly on a 'first-accepted, first-served' basis.

3.3 All allocation of exhibition spaces is final. You agree to accept your allocated exhibition space.

3.4 You must not:

- assign, sublet or share the whole or any part of your allocated exhibition space without our prior written approval;
- erect any sign, display or obstruction beyond your allocated exhibition space, whether or not into an adjoining exhibitor's exhibition space or common area;
- damage in any way the walls, floors, ceilings or any other surface of the venue or the exhibition space; or
- do anything which may vary or render void or voidable any insurance policy maintained by us or the venue.

3.5 Advertising or promotional activity not included in your package are subject to the execution of a separate agreement.

3.6 We make no guarantees regarding delegate numbers to the event. We are not responsible or liable for any refund or compensation in any way, if the total number, type of attendees or delegates are below your expectations.

4. Rules and Conduct

4.1 You must comply with all written and verbal instructions, rules, regulations, conditions or usage requirements of RHW Events and/or the venue that have been provided to you. These documents are available from us on request, and we will use reasonable efforts to update you of subsequent amendments.

4.2 You must maintain acceptable noise levels and ensure your exhibition does not disrupt other exhibitors or the event program.

5. Access and Operating Hours

5.1 Bump-in, bump-out and access times are determined by the Venue and advised by us. You must not access the venue other than during these times unless written approval is provided.

5.2 Exhibitors must not dismantle your exhibition space, or remove any items in anticipation of such, before the event's published closing time, unless otherwise agreed.

6. Endorsement and Advertising/Promotion

6.1 Sponsoring or exhibiting at the event does not constitute endorsement of your organisation or products.

6.2 You may not imply or state that RHW Events endorses your organisation, your services or your products in any way unless formal written approval is provided.

7. Cancellation policy

7.1 Where permitted, you may cancel all or part of your sponsorship/exhibition package by providing written notice to RHW Events at histology@rhwevents.com.au.

7.2 Please note a cancellation fee does apply. The fees applied can be viewed in the Sponsorship and Exhibitor Application portal.

7.3 Eligible cancellations are entitled to receive a full or partial refund, less the cancellation fee. Cancellations outside the specified timeframe are non-refundable.

7.4 No amounts are refundable other than by operation of this clause 7, including for unused entitlements.

7.5 This clause 7 survives the termination of our agreement with you.

8. Privacy

8.1 RHW Events is committed to protecting delegate privacy.

8.2 You must maintain a current privacy policy and ensure all personal information obtained in connection with the event must be handled in accordance with that policy and the Privacy Act.

8.3 You must not engage in any activity that may cause RHW Events to breach its privacy obligations.

9. Risk Management

9.1 You participate in the Event, use the venue and all associated facilities at your own risk.

9.2 All materials, products and samples displayed or distributed at the event must comply with relevant standards and regulations. Your supply of materials, products or samples to any person before, during or after the event is entirely at your risk.

9.3 We ordinarily rely on security provided by the event's venue, however, we may (but are not obliged to) engage additional security. You may engage additional security at your cost and with our prior written consent.

9.4 RHW Events accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials, exhibit or other belongings brought by you or on your behalf to the venue, whether by fire, theft, accident, injury or otherwise. You are strongly advised to obtain appropriate insurance to cover any related loss or damage.

9.5 By bringing any items or equipment (whether or not electrical or electronic) into the venue, you warrant they are safe, compliant with all relevant standards and approvals, and will function without loss or damage to persons or property.

9.6 You must hold and maintain current employers liability, public liability insurance and, if relevant, product liability insurance (at a coverage of at least $10,000,000 per event) covering your exhibition space, products and equipment, for the duration of your involvement in the event (including any bump-in and bump-out periods – see clause 5).

9.7 To the maximum extent permitted by law, we exclude all indirect, consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred by you in connection with the event.

9.8 Any liability incurred by us and your sole remedy in connection with the event will be limited at our election to the replacement of any goods or services or the repair of any goods (or reasonable payment for the same), save that nothing in these conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the Competition and Consumer Act (Commonwealth) and the Australian Consumer Law. If these Acts impose any inalienable consumer rights these conditions are to be read down but only to the extent of any inconsistency.

9.9 You release us from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts or omissions in connection with this agreement or any event. You further indemnify RHW Events, its employees, agents, contractors and sub-contractors against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by us in connection with this agreement.

9.10 Venue terms and conditions apply in addition to these Terms.

10. Unavoidable Occurrences

10.1 Situations may arise where we must reallocate, redesign or vary the location, dimensions or floorplan of your allocated exhibition space, any other exhibition space or associated or adjoining area. If so, we will use our best efforts to ensure the new exhibition space is as close to the original in size and prominence as is practical. You must accept such reallocation, redesigning or variation and must not make any claim for compensation or a reduction in the amount payable or otherwise.

10.2 In the event the opening, closing or duration of the event is cancelled or amended whether by our decision or that of the venue, and for any reason including but not limited to, fire, flood, labour disputes, natural disasters, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes or other similar events, we may cancel the event. If so you will be entitled to a full refund.

11. Termination

11.1 If you fail to strictly comply with any of:

- these conditions;
- the relevant event prospectus; or
- any relevant requirements stipulated by the fire department, health department or applicable State, Territory or Commonwealth law, and the failure is incapable of remedy or, if remediable you fail to remedy it within 5 business days of us giving you notice of your failure, we may terminate our agreement with you.

11.2 In addition to clause 11.1, either party may immediately terminate this agreement by written notice if they:

- being a company, have appointed a receiver, receiver and manager, trustee, administrator, other controller or similar official over any of the company's assets or undertakings, become unable to pay debts when they are due, or the company are presumed to be insolvent; or
- being an individual, become bankrupt or enter into any arrangement or composition with your creators or propose to do so.

11.3 If our agreement with you is terminated for any reason, the clause 7 cancellation policy will apply, and you will be deemed to have cancelled your booking as of the date of termination.

12. General

12.1 RHW Events reserves the right to amend these Terms at any time. The conditions governing your attendance at an event will be those in force at the time of your registration for an event or attendance at an event if you do not need to register (as applicable).

12.2 The failure, delay, relaxation or indulgence on the part of RHW Events in exercising, in part or whole, any power, right or remedy conferred upon that party by these conditions do not operate as a waiver of that power, right or remedy.

12.3 If any provision of these conditions is invalid or not enforceable by a court of competent jurisdiction, the relevant condition is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting any other provision.

12.4 These conditions are governed by and are to be construed in accordance with the laws in force in Western Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and waives any objection that it may have that proceedings have been brought in an inconvenient forum.