

**COLLABORATION:**  
Everyone's Business  
**TE MAHITAHĪ:**  
Hei Painga Mo Te Katoa



8<sup>th</sup> Activity and Nutrition  
Aotearoa Conference  
**21 – 22 May 2019**  
Auckland

**8th Activity and Nutrition Aotearoa Conference 2019**  
**Terms & Conditions of Sponsors & Exhibitors**

**Contract**

These terms and conditions form part of the contract governing the allocation of an Exhibitors booth and Sponsors/Partners of the 8<sup>th</sup> Activity and Nutrition Aotearoa conference 2019.

**Definitions**

In this contract:

'Event' means 8<sup>th</sup> Activity and Nutrition Aotearoa Conference 2019 New Zealand, ANA19, ANA Conference 2019

'Organisers' means the 8<sup>th</sup> Activity and Nutrition Aotearoa Conference organising committee and its appointed agents

'Exhibitor' includes all employees or agents of the company, partnership or individual exhibiting at the 8<sup>th</sup> Activity and Nutrition Aotearoa Conference

'Sponsor' includes all employees or agents of the company providing sponsorship at the 8<sup>th</sup> Activity and Nutrition Aotearoa Conference.

'Space' or 'Booth' means the space allotted to the Exhibitor.

'Partner' means both sponsor and exhibitor

**Use of data at the 8<sup>th</sup> Activity and Nutrition Aotearoa Conference**

To enable the organisers to function in the best interests of both attendees, sponsors and exhibitors, you agree that the information you provide to us (such as name, position, company, email and contact details) may be distributed to third parties attending this event.

**Space Specification**

The Organisers will supply to the Exhibitor a space and inclusions as specified in the Sponsorship and Exhibition Proposal.

**Payment for Exhibitor & Sponsors**

The Exhibitor and Sponsor agrees to make a 50% non-refundable payment within 28 working days, with the remaining 50% paid by 1 March 2019. Failure to make payment by this date may result in cancellation of the space or sponsorship.

**Cancellation**

In exceptional circumstances the Organisers may be prepared to cancel their Contract with the Partner.

Any request for cancellation must be submitted to the Organisers in writing. If the Organisers agree to the cancellation, the Sponsor or Exhibitor undertakes to make payment as follows:

Cancellation prior to 1 March 2019 will result in a cancellation fee of 50% of total costs. From 1 March 2019 the cancellation fee will result in 100% of all costs being payable. Unpaid accounts will incur late payment fees and collection costs from third party debt collection agencies.

### **Right of rejection**

The Organisers reserve the right to prohibit, in whole or in part, any exhibit/sponsorship that they deem to be inappropriate. The Exhibitor and/or Sponsor agrees not to display or disseminate any material that in the opinion of the Organisers is unsuitable.

ANA has clear guidelines concerning *Healthy Food and Physical Activity policy, Guiding Principles and Ethics of Association which are consistent with the Eating and Activity Guidelines* and would like to be consulted about any intention to provide snacks or treats at exhibition booth. We will not accept any sweets, chocolates or sugar sweetened beverages.

The Organisers reserve the right to refuse any person admission to the Event without assigning any reason.

### **Prohibition of transfer**

This Contract creates a license to exhibit at the Event and not a tenancy. Exhibitors may not assign, share, sub-let or grant licenses in respect of the whole or any part of the space allocated except where written approval has first been obtained from the Organisers.

### **Electrical Devices**

No electrical devices will be permitted into the Venue unless written confirmation that a suitably qualified electrician has inspected the device and has certified that the device complies with the Electrical Standards NZS 3760-2001 has been provided. Any such certification must be dated within 12 months of the start of the hire period. Any devices that are not certified in accordance with the aforementioned must be tested at the Venue before use at the Venue. A quotation for the cost of testing can be obtained from the organisers production services department. The Hirer will be liable for any costs or damages that arise out of the use of electrical devices that have not been inspected in accordance with policy. The organisers reserves the right to demand removal from the site of any electrical equipment it deems to be non-compliant or suspect.

- All electrical devices used or brought into the venue must be compliant with relevant New Zealand Standards
- All electrical devices must be tested and tagged as per this manual testing and tagging section
- If halogen tube lights are used on an exhibition stand, the globe must be protected with safety glass to minimise the risk of fire
- All temporary spotlights or similar must be 300mm from any partition venue wall or flammable item

### **Testing and Tagging**

It is a venue policy that all electrical power cords and appliances are to be tested and tagged prior to their use. The venue and organisers will accept no responsibility for operation difficulties that may occur as a result of supplying private equipment.

All portable electrical equipment, appliances and leads used at the venue must be tested and tagged in accordance as per Australian Standard AS/NZS 3760. – In Service Safety Inspection and Testing of Electrical Equipment.

Any electrical equipment found to be untagged must be tested and tagged or removed from the Venue immediately. New equipment need not be inspected but must be tagged with the re-test date prior to service as per New Zealand Standard ASNZS 3760. If you wish to have items tested and tagged, we recommend “Jims Test and Tagging service -

<http://www.jimstestandtag.co.nz/services/testing-and-tagging-services>

The Venue reserves the right to remove or replace any electrical equipment not complying

### **Use of the space**

The Exhibitor may conduct business only from the allocated space and not from aisles or common parts of the Event. Any noise generated must not cause a nuisance to neighbouring exhibitors or visitors. The Organisers' judgement will be final in this regard. Exhibits within the space must not be positioned so as to cause obstruction of the aisles or common spaces and thereby form a hazard.

### **Booth construction**

All construction and exhibits must be confined to the space and must not overlap aisles or common space. Any structure erected on the space must at all times comply with the prevailing regulations imposed by statutory authorities and the venue management.

The Exhibitor shall not paint, mark or damage any fixtures or fabric of the Event premises or any booth fittings. The Exhibitor shall be responsible for the costs of making good any breach of this clause. The design of all structures erected is subject to the approval of the Organisers. Any design considered not to be in the best interests of the Event may be rejected. Any structure erected without the approval of the Organisers or contrary to this contract, may be altered or removed by the Organisers at the Exhibitors expense.

### **Banners & signage**

Exhibitors and/or Sponsors are not to hang banners, signage or other materials from the ceiling or on the walls within the venue building or from any structure outside the venue building without permission from the Organisers. This includes any projection from the exhibitor's space to areas outside their allocated space. Exhibitors must confine promotional material to within their allocated space.

### **Copyrights and patents**

The Organisers will not be liable for any damages the Exhibitor or Sponsor may sustain in respect of the infringement of any of their copyright nor for any damages the Exhibitor or Sponsor may cause in respect of infringement of third party copyrights arising out of their participation in the Event.

### **Exhibitors' & Sponsors' liabilities**

The Exhibitor and Sponsor hereby accepts liability for all acts or omissions of them self, their staff, contractors, agents or visitors and undertakes to indemnify the Organisers, to keep them indemnified in all liability in respect thereof and against all action suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Organisers, or become payable by them, arising there from or in respect thereof, including any claims arising out of the supply by the Exhibitor or Sponsor of samples of any kind whatsoever, whether such samples be sold or given away free, and including any legal costs and expenses and any compensation costs and disbursement paid by the Organisers on the advice of Counsel to compromise or settle any such claims. Notwithstanding the indemnity hereby given, the Exhibitor or Sponsor undertakes to arrange appropriate liability insurance. The Organisers make no representation or warranty on behalf of any supplier or event organiser and any dealings undertaken in this regard will be solely at the exhibitors and sponsors risk.

### **Insurance**

The Organisers shall not be responsible for any loss or damage to any exhibit or property of any Exhibitor and Sponsor or any other person by theft or fire or any other cause whatsoever, nor for any loss or damage whatsoever sustained by the Exhibitor and Sponsor by reason of any defect in the building or circumstances beyond the control of the Organisers not related to the building, caused by fire, storm tempest, lightning, national emergency, war, terrorism, labour disputes, strikes or lock outs, civil disturbances, explosion, inevitable accident, force majeure, nor any other causes not within the control of the Organisers, nor for any loss or damage occasioned, if by reason of happening of any such event, the opening of the Event is prevented, or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Event. The Exhibitor agrees and undertakes to insure in their full replacement value the contents of their space and all associated items.

### **Postponement or abandonment**

In no event shall the Exhibitor or Sponsor have any claim for damages of any kind against the Organisers in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Event, by reason of the happening of any of the events referred to in the previous clause, or of the Event building becoming wholly or partially unavailable for the holding of the event for reasons beyond the Organisers' control. The Organisers shall be entitled to retain such part of all sums paid by the Exhibitors or Sponsors, as the Organisers consider necessary. If in the opinion of the Organisers, by re-arrangement or postponement of the period of the event, or by substitution of another hall or building or by other reasonable manner, the event can be carried through, when the contract shall be binding upon the parties except as to size and position of booths, as to which any modifications, substitutions or re-arrangement they consider necessary shall be determined by the Organisers. Where the event building becomes wholly or partially unavailable for the holding of the Event, through reasons beyond the Organisers' control, the Organisers shall be entitled on giving notice in writing to determine this contract and may, in their absolute discretion, refund in whole or in part any payment the Exhibitor is liable to make under this contract.

### **Security**

The location will be locked down overnight when the building is unattended. All participants are advised that valuables should not be left unattended or unsecured at any time. The Organisers accept no responsibility for any loss or damage suffered by participants or visitors.

### **Set up and completion of spaces**

Access for set up is available from 1.00pm – 5.00pm Monday 20<sup>th</sup> May 2019. The Exhibitor undertakes to complete any construction and erection of exhibits prior to 8.15am Tuesday 21<sup>th</sup> May 2019.

### **Dismantling/removal of exhibits**

The Exhibitor undertakes not to remove exhibits from display, either partially or totally prior to 3.30 pm Wednesday 22<sup>nd</sup> May 2019. Prior removal will only be allowed when advance application has been agreed in writing.

### **Revision of layout**

The Organisers reserve the right to revise the layout of the Event and/or to transfer an Exhibitor to an alternative site or alter the size or shape of any space. Should any such alteration result in a reduced space size the space payment required from the Exhibitor may be reduced pro-rata.

### **Unoccupied space**

Where a space is unoccupied by 5.00pm on Monday 20<sup>th</sup> May 2019 the Organisers reserve the right to reallocate or otherwise deal with the space as they so decide, without reimbursing the Exhibitor.

### **Safety of exhibits**

The Exhibitor shall not bring or cause to be brought into the Event premises any dangerous goods, except with the prior written approval of the Organisers. The Exhibitor shall at all times comply with all statutory requirements as to safety, including without limiting the generality of the foregoing the storage and handling of dangerous goods. All exhibits must be properly protected to avoid danger to any person. The Organisers shall be indemnified by the Exhibitor against any claim or action caused or occasioned by an exhibit to any persons whatsoever.

### **Fire risks and access**

Exhibitors and Sponsors will adhere to all fire and safety regulations that affect the Event. Aisles and fire exits must be kept clear of exhibits.

### **Storage**

The Organisers shall not be liable for the storage of the Exhibitors and Sponsors packaging and other material. The Exhibitor and Sponsors shall be responsible for the removal from the Event premises and storage of all crates and packaging not required on their space.

### **Exhibitor name badges and materials**

Name badges that are issued are non-transferable and must be worn for the duration of pack in and pack out of the 8<sup>th</sup> Activity and Nutrition Aotearoa Conference. The Exhibitor, their staff and contractors will not be admitted to the Event building without such name badges being displayed. Should anyone lose or misplace their name badge, a replacement will be re-issued at a cost of \$6.00 per replacement badge.

### **Conduct of Exhibitors**

The Exhibitor undertakes that at all times during the open hours of the Event they shall keep the space open to view and adequately staffed; conduct business only from their space, keep aisles adjacent to their space free from obstruction; and shall not, in the Organisers opinion, cause nuisance or annoyance to other persons. The Exhibitor further undertakes not to conduct or allow to be conducted any unauthorised auction, sale, lottery, raffle, competition, game of chance or sideshow.

### **Services**

The Organisers shall not incur any liability for any loss or damage if the supply of any services shall fail or cease to be available. Nor shall the Exhibitor or Sponsor be entitled to any allowance in respect of payments due under this Contract.

### **Failure to Perform**

In the event of the Exhibitor or Sponsor being unable or unwilling to comply with or otherwise breaching this Contract, the Organisers may terminate the Contract by giving notice in writing. Thereafter, the Organisers may retain any payment made by the Exhibitor or Sponsor under this Contract as liquidated damages and the Exhibitor shall be prohibited from occupying the booth and shall immediately remove their exhibits from the Event, in accordance with the Organisers instructions, provided that the Organisers may remove such exhibits and dispatch them to the Exhibitors address as stated on this contract, the Organisers shall be under no liability for the loss or damage of such exhibits in transit and the costs of such removal and dispatch shall become a debt due by the exhibitor to the Organisers. All exhibits are subject to a general lien in favour of the Organisers for all sums due from the Exhibitor to the Organisers under this Contract.

### **Organisers' right of determination**

The Organisers shall have absolute discretion on giving notice in writing to determine this Contract. Where the Contract is so determined, the Organisers shall not be liable whatsoever for any expenditure or liability for loss, including consequential loss, incurred by the Exhibitor or Sponsor.

### **Terms and conditions**

Any notice to be given by the Organiser to the Exhibitor or Sponsor shall be deemed to be given if delivered to or sent by post or emailed to the address of the Exhibitor and Sponsor appearing on the Contract or if posted on the space during the period 20 – 32 May 2019. The Organisers may at any time in the interests of the good management or safety of the Event, introduce such further Terms and Conditions to this Contract as they may, in their discretion think fit. If any part of this Contract is found to be invalid or of no force or effect under the law, having such jurisdiction, the Contract shall be construed as though such part had not been inserted herein and the remainder of this Contract shall remain in full force and effect. The description headings to these Terms and Conditions are merely for reference and do not form part of the Contract between the parties. The laws of New Zealand govern this Contract.

### **DISCLAIMER**

Neither the Organising Committee of the 8<sup>th</sup> Activity and Nutrition Aotearoa Conference and its constituent members acting as organisers (known collectively as 'the Organisers'), nor Convention Management (CM), can accept any liability for death, injury, any loss, cost or expense suffered by any person (including accompanying persons or partners or attendant caregivers), if such loss is caused or

results from the act, default or omission of any person other than an employee or agent of the organisers or CM. In particular, neither the Organisers nor CM can accept any liability for losses arising from the provision or non-provision of services provided by hotel companies or transport operators. Nor can the Organisers or CM accept liability for losses suffered by reason of war including threat of war, riots and civil strife, terrorist activity, natural disasters, weather, fire, flood, drought, technical, mechanical or electrical breakdown within any premises visited by attendees and/or partners in connection with the 8<sup>th</sup> Activity and Nutrition Aotearoa Conference, nor losses suffered by reason of industrial disputes, governmental action, registrations or technical problems which may affect the services provided in connection with the 8<sup>th</sup> Activity and Nutrition Aotearoa Conference . Neither the Organisers nor CM are able to give any warranty that any published speaker or performer will appear as a speaker, panelist or performer. The Organisers reserve the right to alter or amend the programme and its contents as they see fit and as circumstances dictate without further recourse to any registered delegate, exhibitor, sponsor or attendee.