

Sponsorship Terms & Conditions

The 2024 Australian Elder Abuse Conference 'the Event' will be held at the Adelaide Convention Centre, 22-24 July 2024 and will be presented as a hybrid conference with both in-person and virtual delegates.

1. Conference Organiser

Elder Abuse Action Australia Limited (EAAA) ABN: 58 625 915 835 is the host and 'Organiser' of *Turn Up The Volume!*, 2024 Australian Elder Abuse Conference, the 'conference'. Aged Rights Advocacy Service (ARAS) is the local conference co-host.

2. Agreement

These conditions together with the Sponsorship Booking Form constitute an agreement between you and the Organiser which governs all aspects of your sponsorship at the conference.

By submitting the Sponsorship Booking Form to us, you acknowledge you have read and agree to be bound by this agreement.

3. Payment of Fees

Payment must accompany all sponsorships and be made in full prior to the commencement of the conference.

A Tax Invoice(s) for the total sponsorship amount will be issued by the organiser and EFT payment must be made within 14 days of the invoice date with remittance advice sent to conference@eaaa.org.au

Payment must be received prior to the conference dates. Participation at the conference may be refused if payment has not been received. Late fees will apply to any outstanding invoices after the conclusion of the conference.

4. Cancellation by Sponsor

All cancellations are required in writing to conference@eaaa.org.au. Upon receipt of written notice, cancellation fees will be applied in accordance with the following schedule:

- Up to and including 30 June 2023 - Full refund less \$100.00 administration fee.
- 1 July 2023 to 30 November 2023 - Fee: 50% of sponsorship total
- 1 December 2023 to 31 March 2024 - Fee: 75% of sponsorship total
- 1 April 2024 onward - Fee: 100% of sponsorship total

5. Insurance

All sponsors participating in the Event are required to hold Public Liability Insurance with a minimum value of \$20 million and the certificate of currency will need to be supplied upon return of the signed Sponsorship Confirmation Form.

In the event the Sponsor is unable to attend for any reason, the organisers are not responsible for any costs incurred. It is the responsibility of the sponsor to arrange appropriate insurance cover in connection with their attendance at the conference.

6. Sponsorship Benefits and Obligations

In consideration of the payment of the sponsorship fee by the sponsor, the organiser grants the sponsor the non-exclusive sponsorship rights contained within the Sponsorship package.

The sponsor will always act in a manner which is consistent with the good name, goodwill and reputation of the organiser.

The sponsor must keep confidential and not use for any other purpose other than the performance of this agreement and must not disclose any information provided by the organiser to the sponsor, which is identified as, by its nature is or would be, reasonably considered as confidential.

Nothing in this agreement creates any relationship of employment, agency, or partnership.

7. Use Of Logo and Intellectual Property Rights

The sponsor will provide the organiser with a copy of its logo or trademark in the form required by the organiser for the purposes of sponsorship. The organiser will only use any logo or trademark provided by the sponsor for the purposes of the conference. The sponsor warrants that it has full power and authority to provide its logo or trademark as provided to the organiser under this agreement.

The sponsor agrees to indemnify and keep indemnified the organiser against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses, or costs arising out of or in respect of the proper use by the organiser of the sponsor's logo or trademark under this agreement, including but not limited to any claims in respect of any infringement of any third-party intellectual property rights.

Nothing in this agreement constitutes a grant or creates to or in favour of a party any goodwill or proprietary right in or relation to the other party or any of the other party's intellectual property, including but not limited to the other party's logo or trademarks.

Each party agrees not to take any action which may damage the validity or value of the other party's name, corporate logo, or other identifying mark in connection with performance of this agreement.

8. Program

8.1. Program Alterations

The conference organisers reserve the right to make alterations to the arrangements of conference/event as published, either before or during the conference/event.

8.2. Speakers' Views

Views expressed by the speakers are their own. The 2024 Australian Elder Abuse Conference and its organisers cannot accept liability for advice given, or views expressed by any speaker at the conference, or any material provided to conference delegates

8.3. Viewing Platforms

The 2024 Australian Elder Abuse Conference is being delivered hybrid, and as such, the conference organisers will provide clear guidelines on best-operating systems to use for optimum participation in the event for both sponsors and delegates. The conference organisers will not take responsibility or accept requests for a refund if the guidance for viewing is not followed.

8.4. Imagery / Footage

All sponsors (in-person & virtual) participating in this conference acknowledge and agree to grant the conference organisers the right to record, film, live stream, photograph, or capture you in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise to disseminate, in perpetuity, such media without any further approval from you.

8.5. Conference Code of Conduct

Our event will present opportunities to learn, share knowledge and network. We believe the event should represent a safe, enjoyable and inclusive environment for all people, irrespective of gender, race, ethnicity, age, sexuality, religion, disability, socio-economic background, experience, or lived experience. No one should be subject to any harassment, bullying or abuse. Any such behaviour will not be tolerated, and the organisers will take action deemed necessary to ensure it does not recur. This may include immediate removal from the event and a prohibition from attending future events held by the conference organisers. Inappropriate conduct or behaviour can be reported to the registration desk at any time during conference hours.

9. Postponement, Cancellation or Interruption

In the unlikely event that the conference is impacted by government-imposed travel restrictions, it may be necessary to alter, postpone, or reschedule the conference. The conference organisers will assess the specifics of the situation at the time and will make every endeavour to deliver the conference and its content and minimise impact on sponsors and all conference participants.

The 2024 Australian Elder Abuse Conference and its organisers are not responsible for any travel costs incurred by sponsors. It is the responsibility of the sponsor to arrange appropriate insurance cover in connection with their attendance at the conference/event.

9.1. Postponement of conference

In the event of it being found necessary, for whatever reason, that the conference/event be postponed or rescheduled, the organisers shall not be liable for expenditure, damage or loss incurred by exhibitors. Existing Sponsorships will be automatically assigned to the rescheduled event.

9.2. Cancellation of conference

In the unlikely event of the conference/event being cancelled by the organisers, a full refund will be made. Liability will be limited to the sponsorship amount paid by sponsor at the time of cancellation.

10. Force Majeure

The conference organisers shall not be liable for any loss caused by the cancellation of all or part of the 2024 Australian Elder Abuse Conference where such cancellation is due to Force Majeure. The organisers will use all reasonable efforts to conduct the conference despite the intervention or occurrence of any such cause.

In this clause, Force Majeure means circumstances which are beyond the reasonable control of the conference organisers and which are reasonably likely to affect the conference organisers successful delivery of the 2024 Australian Elder Abuse Conference or would make it inadvisable, impracticable, illegal, or impossible for a party to perform its obligations as originally contracted under this Agreement, including: fire, flood, earthquake, extreme adverse weather conditions, failure of electric power, gas, water, or other utility service, collapse of building structures, widespread disease or other public health emergency (including pandemic or epidemic), strike or other industrial action, the outbreak or declaration of war, act of terrorism, revolution or government orders or action (including the declaration of a State of Emergency).

If, as a result of Force Majeure, the conference organisers cancel the Event, the conference organisers shall use reasonable commercial endeavours to reschedule the Event.

Without prejudice to its obligations the conference organisers accept no liability and will not be liable for any compensation where the performance of its obligations under this Agreement.