

### EVENT SPONSORSHIP TERMS AND CONDITIONS

This is an important document which outlines the rights and obligations of a Sponsor (as defined below). Please read carefully, paying special attention to the text in bold.

#### 1. The Sponsorship Agreement

- 1.1 The terms and conditions set out herein (“**the Sponsorship Terms**”) apply to any event organised or promoted by the Spinal Injuries Association Inc (ABN 39 293 063 049) (“**the Association**”).
- 1.2 “**The Sponsorship Agreement**” refers to the Contract formed once a completed sponsorship agreement form has obtained written confirmation of acceptance from the Association.
- 1.3 “**The Sponsorship Event**” refers to the event set out under the Sponsorship Agreement.
- 1.4 “**The Sponsor**” refers to any organisation, business, entity or person listed as sponsor of the Sponsorship Event under the Sponsorship Agreement.
- 1.5 For the purposes of the Sponsorship Terms herein, and unless a contrary intention appears:-
  - a) this Sponsorship Agreement is governed by the laws of the State of Queensland and the Sponsor agrees to submit to the exclusive jurisdiction of the Queensland courts;
  - b) reference to the singular includes the plural;
  - c) reference to a person includes an organisation, business, body corporate, body politic or partnership, and vice versa;
  - d) reference to one gender includes both genders;
  - e) an obligation, representation or warranty in favour of two or more persons is for each person’s benefit jointly and severally;
  - f) an obligation, representation or warranty on the part of two or more persons binds both persons jointly and severally;
  - g) reference to something includes any part of that thing;
  - h) reference to anything after the words “includes”, “including”, “for example”, or similar expressions, is not exhaustive and does not limit what else might be included;
  - i) a provision of these Sponsorship Terms must not be construed to the disadvantage of the Association because the Association was responsible for the preparation of these Sponsorship Terms;
  - j) unless otherwise mentioned, reference to a clause refers to a clause in these Sponsorship Terms;
  - k) time is of the essence for payment of all amounts under these Terms and Conditions and where no time is specified for the payment of an amount, that amount is payable on the Association’s demand;
  - l) the parties must do all things reasonably necessary to give effect to these Sponsorship Terms;
  - m) if a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
  - n) a reference to any party includes that party’s agent executor, personal representative, administrator, substitute, successor and/or permitted assignment, which these Sponsorship Terms bind.
- 1.6. These Sponsorship Terms form part of, and are subject to and incorporate the Events Terms (as defined in clause 5.5). Where any conflict arises between the Sponsorship Terms and the Events Terms, these Sponsorship Terms take precedence to the extent of any inconsistency.
- 1.7. To the extent that any one or more of the sections, clauses, or sub-clauses of these Sponsorship Terms, or any portions hereof are or may become invalid, rendered unenforceable or prohibited, those sections, clauses, sub-clauses and/or portions will be ineffective to the extent of such invalidity, prohibition or unenforceability and will be severable without invalidating or modifying the remainder of these Sponsorship Terms.

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**2. The Contract**

- 2.1. By completing and signing a sponsorship agreement form relating to the Sponsorship Event or other activity organised by the Association, the Sponsor agrees to the Sponsorship Terms set out herein. By being a sponsor at the Sponsorship Event, the Sponsor (in addition to its Sponsorship Event attendees set out under the Sponsorship Agreement) will be deemed to be an “Event Participant” for the purposes of the Events Terms.
- 2.2. These Sponsorship Terms replace any and all previous terms and conditions the Sponsor has agreed to with the Association.
- 2.3. These Sponsorship Terms (together with the Event Terms or any such other terms and conditions referred to in the Sponsorship Agreement) constitute the sole and entire agreement between the Association and the Sponsor - and no warranties, representations, guarantees or other terms and conditions of any nature not contained or recorded in the Sponsorship Terms or Sponsorship Agreement are of any force or effect.
- 2.4. It is acknowledged these Sponsorship Terms can be amended from time to time, but will not be amended during the currency of the Sponsorship Event without written consent from the Association and the Sponsor.
- 2.5. During the course of the Sponsorship Event, these Sponsorship Terms take precedence over any other customer terms or conditions the Sponsor may have reliance upon, including terms and conditions held with a third party.

**3. Sponsorship Fee**

- 3.1. Payment of the Sponsorship Fee must be made by or on behalf of the Sponsor by the due date specified in the Sponsorship Agreement, or, if no date is specified, on demand in accordance with the payment terms specified in any tax invoice issued by the Association with respect to participation at the Sponsorship Event (“**the Final Date for Payment**”).
- 3.2. If the Association does not receive full payment of the Sponsorship Fee by the Final Date for Payment, the Association has the right to:
  - a) terminate the Sponsorship Agreement by providing a written notice of termination to the Sponsor; and
  - b) retain a reasonable amount of the Sponsorship Fee already paid by the Sponsor (whether paid in part or in full) as a termination fee; or
  - c) charge the Sponsor a reasonable termination fee.
- 3.3. Unless specifically stated otherwise, fees and charges in respect of the Sponsorship Event (including the Sponsorship Fee) do not include Goods and Services Tax (“**GST**”), or any other value-added tax. The Association will increase any fees and charges by an additional amount on account of GST, unless the amount expressly states it is inclusive of GST. The Sponsor must pay the GST at the same time as the Sponsor pays the fees and charges (including the Sponsorship Fee).
- 3.4. Unless specifically stated otherwise, any fees, charges or payment amounts referred to are in Australian Dollars only, and accordingly, must be paid in Australian Dollars.

**4. The Association’s Rights and Responsibilities**

- 4.1. As soon as practicable, each entity that submits a sponsorship enquiry as part of its Sponsorship Agreement will receive confirmation from the Association whether its sponsorship enquiry has been accepted or not, and, if so, which sponsorship package it will provide.

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- 4.2. The Association will organise and conduct the Sponsorship Event or other activity on behalf of the Sponsor in accordance with the Sponsorship and/or the Event Terms associated with the Sponsorship Event.
- 4.3. The Sponsor agrees the Association will not be liable for any loss, damage, action, demand, expense, claim or obligation which the Sponsor has or may expend, suffer or incur pursuant to or arising from exercising the Sponsorship Terms or participating as a sponsor at the Sponsorship Event.
- 4.4. The Association cannot be held liable for injury or death, property damage, economic loss, or any other claims relating to a Sponsor, or any other person or entity attending the Sponsorship Event.
- 4.5. The Association accepts no liability for any loss, damage, action, demand, expense, claim or obligation caused by or arising out of:-
- a) adverse weather and other conditions or events beyond the reasonable control of the Association, which result in the Sponsor being unable to exercise the Sponsorship Terms in full or in part; or
  - b) participation in activities and use of facilities at the Sponsorship Event location, including activities and facilities where the Sponsorship Terms may be exercised, being necessarily limited to the number of persons who can (for safety or other reasons) participate in the activities or use the facilities at any one time.
- 4.6. The Association will make all reasonable efforts to offer site space, advertising and/or sponsorship at the Sponsorship Event as requested by the Sponsor.
- 4.7. The Association does not guarantee event visitor numbers, or the level of commercial activity or any other activity, at the Sponsorship Event.
- 4.8. The Association does not guarantee exclusivity of a Sponsor's products, services or content and cannot guarantee similar products, services or content will not be located near or in conjunction with material related to the Sponsor at the Sponsorship Event.
- 4.9. The Association may in its sole and absolute discretion postpone, amend or cancel a Sponsorship Event, provided that it notifies the Sponsor of any such postponement, amendment or cancellation in writing.
- 4.10. The Association reserves the right to immediately cancel, refuse and withdraw from the Sponsor the Sponsorship Terms, without notice, where the Sponsor is in breach of the Sponsorship Agreement or the Events Terms. If the Sponsorship Agreement is cancelled or withdrawn then the Sponsor will immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise, all Sponsor Content promoted by the Sponsor under the Sponsorship Terms. If the Sponsor is in breach of the Sponsorship Agreement or Events Terms and the Association withdraws from the Sponsor the Sponsorship Terms, the Sponsorship Fee (or any other fee or charge) paid by the Sponsor to the Association under this Sponsorship Agreement, will be non-refundable.
- 4.11. The Association will take every care to ensure promotional materials provided by the Sponsor are included in all publications relating to the Sponsorship Event, but will not be held liable for any loss, damage, action, demand, expense, or claim should such promotional materials or advertising not be included.
- 4.12. A waiver by the Association of any right, power or privilege arising under the Sponsorship Agreement must be in writing. Failure to exercise or delay in exercising any right, power or privilege by the Association does not operate as a waiver of that right, power or privilege. A single or partial exercise of any right, power or privilege by the Association does not preclude:-
- a) any further exercise of that right, power or privilege; or
  - b) the exercise of any other right, power or privilege.

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- 4.13. The Association may at any time without notice amend or vary these Sponsorship Terms. Any changes to the Sponsorship Terms shall be updated on the Association's website at [www.spinal.com.au](http://www.spinal.com.au), under 'Support Us – Terms and Conditions'. Notice under this clause shall be deemed to have been given by the Association to the Sponsor if it is posted on the Association's website.

**5. Sponsor's Rights and Obligations**

- 5.1. The Sponsor agrees to pay the Sponsorship Fee on or before the Final Date for Payment.
- 5.2. The Sponsor is entitled to the rights contained herein only and nothing contained outside the Sponsorship Terms or the Events Terms (as defined below) grants any other rights or benefits to the Sponsor whatsoever.
- 5.3. The Sponsor may withdraw from a Sponsorship Event, provided it notifies the Association of any such withdrawal in writing.
- 5.4. The Sponsor undertakes that it will comply in all respects with all applicable legislation (including the applicable provisions of the Competition and Consumer Act 2010 ("**CCA**")), regulations, rules and standards which may, at any given time, regulate and be applicable to its conduct and behaviour in the course of exercising the Sponsorship Terms.
- 5.5. To the maximum extent permitted by law, the Sponsor indemnifies the Association against any loss, damage, action, demand, expense, claim or obligation of any nature, which the Association has, or may expend, suffer or incur by reason of or in any way consequent upon, arising out of, or incidental to:-
- a) the Sponsor's breach of any of the provisions of the Sponsorship Agreement or any such other terms and conditions imposed by the Association (including such additional terms and conditions referred to in the Sponsorship Agreement) ("**the Events Terms**");
  - b) the application of the CCA to the Sponsorship Agreement or with respect to the Sponsorship Terms; and/or
  - c) any other wilful misconduct or negligence of the Sponsor or any person for whose conduct the Sponsor is responsible in law.
- 5.6. In exercising the Sponsorship Terms, the Sponsor will not do anything or become involved in any situation which, in the reasonable opinion of the Association, brings the Association into public disrepute, contempt, scandal or ridicule, offends public opinion, or reflects unfavourably upon the Association's reputation (as to do so would breach these Sponsorship Terms) and the Association will be the sole arbiter in this regard.
- 5.7. The Sponsor indemnifies the Association against all claims against the Association for breach of warranty, third-party intellectual property rights or any other liability that the Association may otherwise be exposed to relating to promotional materials released to the Association relating to the Sponsor or the Sponsorship Event.
- 5.8. The Sponsor may not assign, sublet or share any of these Sponsorship Terms with any other business or entity unless prior approval has been obtained from the Association in writing.
- 5.9. The Sponsor authorises and consents to the Association using trademarks, slogans, symbols and logos in the promotion of the Sponsor within the Sponsorship Agreement by:
- a) granting the use of trademarks and other identification of the Sponsor for the sole purpose of performing the obligations under the Sponsorship Agreement; and
  - b) granting the right to use the trademarks and other identification of the Sponsor to uses exclusively related to the Sponsorship Agreement, including promotion, advertising, and information relating to the Sponsorship Event.

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- 5.10. The Sponsor is required to notify the Association of any restrictions upon which the use of the Sponsor's trademarks and other identification can be made by the Association.
- 5.11. By forwarding promotional material to the Association, the Sponsor agrees to allow the Association the right to use the supplied material within a Sponsorship Event promotion, advertisement, and online.
- 5.12. When providing promotional material to the Association, the Sponsor warrants that:
- a) the promotional material is owned by the Sponsor or the Sponsor has the right to use and publish the promotional material;
  - b) the Association is permitted to use and publish the promotional material provided by the Sponsor; and
  - c) use of the promotional material does not breach the law or the rights of a third party.
- 6. Postponement or amendment**
- 6.1. In the event the Sponsorship Event is postponed or amended under clause 4.9 of the Sponsorship Terms, the Sponsorship Fee and anything else provided by the Sponsor to the Association will be transferred to the postponed or amended Sponsorship Event.
- 6.2. In the event the Sponsorship Event is postponed or amended under clause 4.9 of the Sponsorship Terms to a date on which the Sponsor cannot attend, the Sponsor must give written notice of withdrawal from the Sponsorship Event, and the Association will refund to the Sponsor any Sponsorship Fee paid by the Sponsor with respect to the Sponsorship Event.
- 6.2. The Sponsor agrees that the Association will not be liable for any direct or indirect damages, cost, expense, loss, or liability, financially or otherwise, arising in any way out of the postponement or amendment of a Sponsorship Event under clause 4.9 of the Sponsorship Terms.
- 7. Cancellations and withdrawals**
- 7.1. In the event the Association cancels the Sponsorship Event under clause 4.9 of the Sponsorship Terms, the Association agrees to refund any payment(s) made to the Association (including the Sponsorship Fee) by the Sponsor.
- 7.2. In the event that the Sponsor withdraws from the Sponsorship Event under clause 5.3. of the Sponsorship Terms, and notice of the withdrawal is received by the Association prior to the date nominated by the Association in the Sponsorship Agreement (or otherwise) for notification of withdrawal, the Association agrees to refund any payment(s) made to the Association (including the Sponsorship Fee) by the Sponsor.
- 7.3. In the event that the Sponsor withdraws from the Sponsorship Event under clause 5.3. of the Sponsorship Terms, and notice of the withdrawal is received by the Association after the date nominated by the Association in the Sponsorship Agreement (or otherwise) for notification of withdrawal, the Association may charge the Sponsor a reasonable withdrawal fee or retain any Sponsorship Fee already paid (whether paid in part or in full) as a non-refundable withdrawal fee.
- 7.4. Cancellation or withdrawal by either party for any reason will render these Sponsorship Terms at an end and the Sponsor and the Association will be released and discharged from further performance under these Sponsorship Terms. For the avoidance of doubt, the rights and obligations of the parties accrued prior to cancellation continue to apply.
- 7.5. The Sponsor agrees that the Association will not be liable for any direct or indirect damages, cost, expense, loss or liability, financially or otherwise, arising in any way out of the cancellation or withdrawal (by either party) from the Sponsorship Event.

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- 7.6. Should the Sponsorship Event be cancelled, the limit for claim for damages and/or compensation by the Sponsor is limited only to the amount of money paid by the Sponsor as the Sponsorship Fee for that particular Sponsorship Event or other activity, less expenses incurred for the Sponsorship Event at the date of cancellation.
- 8. Sponsor content**
- 8.1. The Sponsor is solely responsible and liable for any and all content and/or materials used in exercise of the Sponsorship Terms including, without limitation, any content and/or materials of a third party (“**the Sponsor Content**”).
- 8.2. The Sponsor warrants that all Sponsor Content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor pursuant to the Sponsorship Terms:-
- a) complies with the specifications (if any) stated in the Sponsorship Agreement;
  - b) is truthful and accurate and complies in all respects with all applicable legislation (including the applicable provisions of the CCA), regulations, rules and standards (including, but not limited to, decency, privacy and intellectual property rights); and
  - c) complies with these Sponsorship Terms.
- 8.3. The Sponsor Content is subject to the Association’s prior approval, including without limitation, any content and/or materials of a third party.
- 8.4. The Association reserves the right to withhold approval of and refuse permission to display Sponsor Content on any basis whatsoever and shall not be held liable for any loss, claim, demand, obligation, expense, cost or damage the Sponsor may expend, suffer or incur by reason of or in any way consequent upon, arising out of or incidental to, the Association’s decision to withhold approval of the Sponsor Content.
- 8.5. For the avoidance of doubt, the failure of the Association to expressly approve Sponsor Content prior to the Sponsorship Event will not constitute implied consent to the Sponsor Content, and it will be the Sponsor’s responsibility to ensure express approval is granted prior to use of the Sponsor Content under these Sponsorship Terms.
- 8.6. No part of an exhibit and signage or other materials forming the Sponsor Content may be pasted, nailed, or otherwise affixed to walls, doors or other surfaces in a way that marks or defaces the premises (or any equipment and furnishings on the premises) where the Sponsorship Event is located. Damage and loss that arises from failure to observe this clause is payable by the Sponsor.