



Cutting Edge 2018

Te toka tū moana

Cutting Edge 2018 Terms & Conditions of Partners, Sponsors & Exhibitors

Contract

These terms and conditions form part of the Contract governing the allocation of an Exhibitors' booth and Sponsors/Partners of Cutting Edge 2018 (CE2018).

Definitions

In this contract:

'Event' means Cutting Edge Conference 2018, CE2018 or Cutting Edge 2018

'Organisers' means the CE2018 organising committee and its appointed agents:

'Exhibitor' includes all employees or agents of the company, sponsors or individual exhibiting at CE2018.

'Sponsor' includes all employees or agent of the company providing sponsorship at CE2018.

'Partner' includes all employees or agent of the company providing partnership at CE2018

'Booth' means the space allotted to the Exhibitor.

Use of Data at CE2018

To enable the organisers to function in the best interests of both attendees, Partners, 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.

Booth Specification

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

Payment for Booth, Sponsorship & Partnership

The Exhibitor, Sponsor & Partner agrees to make total payment for the booth no later than 20 June 2018. Failure to make payment by this date will result in cancellation of the booth, sponsorship or partnership.

Cancellation

In exceptional circumstances the Organisers may be prepared to cancel their Contract with the Exhibitor, Sponsor or Partner. Any request for cancellation must be submitted to the Organisers in writing. If the Organisers agree to the cancellation, the Exhibitor, Sponsor and Partner undertakes to make payment as follows:

Cancellation from 20 June 2018 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/sponsor 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. 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 booth 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.

Use of the Booth

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

Booth Construction

All construction and exhibits must be confined to the booth and must not overlap aisles or common space. Any structure erected on the booth 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, Sponsors and/or Partners 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 booth to

areas outside their allocated booth space. Exhibitors must confine promotional material to within their allocated booth space.

Copyrights and Patents

The Organisers will not be liable for any damages the Exhibitor, Sponsor or Partner 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 & Partners Liabilities

The Exhibitor, Sponsor and Partner hereby accepts liability for all acts or omissions of him/herself, 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, Sponsor and Partner 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, Sponsor and Partner 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 Exhibitor, Sponsor and Partner 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 booth 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 not 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 Booths

Access for set up is available from 1.00 pm – 5.00 pm Wednesday 12 September. The Exhibitor undertakes to complete any construction and erection of exhibits prior to 5pm Wednesday 12 September 2018.

Dismantling/Removal of Exhibits

The Exhibitor undertakes not to remove exhibits from display, either partially or totally prior to 3.30pm Friday 14 September. 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 booth. Should any such alteration result in a reduced booth size the booth payment required from the Exhibitor may be reduced pro-rata.

Unoccupied Booths

Where a booth is unoccupied by 5.00pm on 12 September the Organisers reserve the right to reallocate or otherwise deal with the booth 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 Exhibitor, Sponsor and Partner packaging and other material. The Exhibitor, Sponsor and Partner shall be responsible for the removal from the Event premises and storage of all crates and packaging not required on their booth.

Exhibitor Name Badges and Materials

Name badges that are issued are non-transferable and must be worn for the duration of Symposium. 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 booth open to view and adequately staffed; conduct business only from their booth, keep aisles adjacent to their booth 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, Sponsor and Partner be entitled to any allowance in respect of payments due under this Contract.

Failure to Perform

In the event of the Exhibitor, Sponsor and Partner 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, Sponsor and Partner 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, Sponsor and Partner.

Terms and Conditions

Any notice to be given by the organiser to the Exhibitor, Sponsor and Partner 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 booth during the period 12 – 14 September 2018. The Organisers may at anytime 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 CE2018 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, sponsors, partners, exhibitors 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 delegates and/or sponsors in connection with CE2018, nor losses suffered by reason of industrial disputes, governmental action, registrations or technical problems which may affect the services provided in connection with CE2018. Neither the Organisers nor CM is able to give any warranty that any published speaker or performer will appear as a speaker, panellist 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 or attendee.