

# Australasian Society of Aesthetic Plastic Surgeons (ASAPS)

## Event Terms & Conditions

These Event Terms & Conditions (**Terms**) apply to your attendance and participation at the Event, which may be as an attendee, exhibitor, speaker, or sponsor. The Terms are incorporated into and form a legally binding contract between ASAPS, the Organiser and you, created when ASAPS accepts your application to participate in the Event.

### 1. DEFINITIONS

'**Application Form**' means an application to participate in the Event, either as Attendee, Exhibitor, Speaker or Sponsor, which you submit to ASAPS and which ASAPS may accept. The Application Form may in various formats, including an event prospectus, a letter, an invitation to attend, a sponsorship flyer or such other document as ASAPS may issue you from time to time.

'**Attendee**' means an individual attending the conference and who is not an Exhibitor, Speaker or Sponsor. Attendees may be representatives of Exhibitors and Sponsors.

'**Event**' means the ASAPS event listed in the Application Form, which may include the ASAPS NSS and the ASAPS Annual Conference.

'**Exhibitor**' means an individual or other entity (including firm, corporation or association) who has a stall, stand or similar exhibition space at the Event. An Exhibitor may also be a Sponsor.

'**Move-In Period**' means the time period allocated for an Exhibitor or Speaker to access the Event venue for the purpose of setting up, installing, and preparing their equipment, displays, or installations.

'**Move-Out Period**' means the time period allocated for an Exhibitor or Speaker to dismantle, pack up, and remove their equipment, displays, or installations from the Event venue.

'**Organiser**' means the person (including a company) responsible for organising and hosting the Event on behalf of ASAPS and includes any related entities or contractors.

'**Speaker**' means an individual who attends the Event and delivers a public speech, presentation or demonstration as part of the Event's official program.

'**Sponsor**' means an individual, organisation or entity sponsoring the Event. A Sponsor may also be an Exhibitor.

### 2. APPLICATION/APPLICATION FORM

- 2.1. To participate in the Event, all Attendees, Exhibitors, Speakers or Sponsors must have submitted or returned an Application Form. This may be done in such formats and ways as ASAPS determines from time to time and may include submitting an application form online or via an app, or accepting an offer from ASAPS to participate in the Event.
- 2.2. By submitting an Application Form (as described above), you confirm that you have read and agree to be bound by these Terms.
- 2.3. ASAPS and the Organiser each reserves the right to refuse an application or to prevent a person from participation in the Event without providing a reason.

### 3. PAYMENT

- 3.1. All applicable fees in relation to your participation at the Event (whether as Attendee, Exhibitor, Speaker or Sponsor) must be paid within fourteen (14) days of the date specific on the ASAPS-issued invoice.
- 3.2. If you are an Exhibitor, this payment will secure your booking and space. Exhibitors, Speakers and Sponsors will not otherwise receive any sponsorship or exhibition entitlements until all applicable fees have been paid.
- 3.3. Payments must be made by electronic funds transfer (EFT) or credit or debit card using the platform and methods specified by ASAPS. This may include merchant fees if specified within an Application Form.
- 3.4. All prices listed are in AUD and may be specified as inclusive or exclusive of GST (as set out in the Application Form).
- 3.5. Unpaid amounts will accumulate interest at a rate equivalent to the then current rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) plus 5%, compounding monthly.
- 3.6. You are liable for any costs which ASAPS or the Organiser incurs in recovering overdue or unpaid amounts, including debt collection fees and legal expenses.

### 4. CANCELLATION

- 4.1. ASAPS may cancel your participation in the Event if the required payment is not received in accordance with clause 3.
- 4.2. If you wish to cancel your participation at the Event, you must notify ASAPS in writing.
- 4.3. ASAPS reserves the right to accept or reject any cancellation request at its discretion. Subject to clause 4.3 below, if ASAPS accepts the request, any payments made by you will be forfeited and you must pay any amounts which remain due as at the time of cancellation.
- 4.4. If you are an Exhibitor or Sponsor, and ASAPS is able to re-sell any related benefits (such as your exhibition space), ASAPS may refund payments made to date less an administration fee of \$500.
- 4.5. ASAPS reserves the right to cancel the Event or to postpone the Event from the set dates and to hold the Event on other dates as may be notified by ASAPS. ASAPS will have no liability to any participants (including Exhibitors, Speakers or Sponsors) if this occurs.
- 4.6. If the Event is in-person and is unable to be held due to reasons outside of ASAPS or the Organiser's control, ASAPS may convert the Event to a virtual format. If that occurs, any fees paid in advance will be applied to the costs of running the virtual Event. To the extent that there are any Exhibitor or Sponsor fees remaining, Exhibitors and Sponsors (as applicable) can then select from the following options on how they wish to utilise the balance of funds:
  - (a) having the balance put towards other sponsorship options for the virtual Event;
  - (b) transferring the remaining funds to the next year's Event; and
  - (c) receiving a refund for the balance.

- 4.7. If the Event is to be conducted only online then these Terms will be read down so that clauses that on their face only apply to in-person events will be deleted.

## **5. YOUR PARTICIPATION**

- 5.1. You must comply with the terms and conditions of entry to each venue connected with the Event, and comply with any lawful directions of ASAPS, the Organiser or venue staff.
- 5.2. ASAPS and the Organiser may refuse, without limitation, to permit activity within the Event or may require cessation of activities at their discretion. ASAPS and the Organiser also reserve the right to refuse any person if they do not hold an appropriate entry card, ticket or similar pass or ID.
- 5.3. All Event attendees and participants are expected to conduct themselves in a professional, respectful, and lawful manner at all times during the Event. This includes, but is not limited to, interactions with other attendees, speakers, exhibitors, event staff, and venue personnel. Attendees must adhere to all rules, regulations, and guidelines provided by the Organiser and the venue, including those related to safety, security, and the protection of property.
- 5.4. Any behaviour that is deemed disruptive, inappropriate, or harmful to the Event, its participants, or its reputation may result in immediate removal from the Event without refund and may lead to further action, including but not limited to a ban from future events and legal action. ASAPS and the Organiser each reserve the right to take any necessary measures to ensure a safe and positive experience for all participants.
- 5.5. ASAPS and the Organiser shall not be held liable for any loss, injury, damage, or expense incurred by any attendee as a result of participation in or attendance at the Event. This includes, but is not limited to, any incidents involving personal injury, property damage, theft, or any other harm that may occur during or in connection with the Event. You participate in the Event at your own risk, and it is your responsibility to ensure your own safety, security, and well-being.
- 5.6. Unless otherwise communicated, storage will not be provided onsite at the Event.
- 5.7. ASAPS and the Organiser make no promises as to the number of participants who will attend the Event or the direct or indirect revenue or benefit if any, that an Attendee, Exhibitor, Speaker or Sponsor may receive as a result of participating in the Event.
- 5.8. All participants remain responsible for any damage they to any third-party property. In the case of Exhibitors and Sponsors, this includes any damage caused by the Exhibitor's or Sponsor's employees, agents, contractors or invitees.

## **6. EXHIBITOR AND SPEAKER-SPECIFIC TERMS**

- 6.1. Subject to the payment of all applicable Fees, Exhibitors and Speakers will be entitled to the benefits as outlined in the relevant Application Form.
- 6.2. Exhibitors and Speakers must ensure that all accounts are paid prior to the allocated Move-In Period.
- 6.3. Exhibitors must register all representatives attending the Event as Attendees.
- 6.4. Exhibitors and Speakers must use allocated space only for the display and promotion of goods and/or services within the scope of the Event and which goods and/or services have been approved by the Organiser.
- 6.5. Exhibitors and Speakers must make every effort to maximise promotion and commercial benefits of participating in the Event.
- 6.6. ASAPS and the Organiser each reserve the right to:
- specify heights of walls and coverings for display areas;
  - determine the Move-In Period and Move-Out Period;
  - determine the sound levels for the Event, including in relation to microphones, sound amplification machine demonstrations and videos.
- 6.7. Exhibitors and Speakers must comply with all directions, requests or rules issued by ASAPS or the Organiser, including in relation to the Move-In Period and Move-Out Period. This includes ensuring that all equipment, displays, or installations are moved or out (as the case may be) during the allocated Move-In Period and Move-Out Period.
- 6.8. If Exhibitors or Speakers fail to occupy any relevant allocated exhibition space prior to the advertised opening time, ASAPS is authorised to occupy this space in any manner deemed by ASAPS to be in the best interest of the Event.
- 6.9. If Exhibitors or Speakers intend to perform live demonstration(s) of any kind during the Event they must first obtain the written approval of ASAPS and the Organiser. Exhibitors and Speakers must also notify ASAPS and the Organiser of any patients, models or other third parties attending the Event as a guest of, or for the purpose of participating in a live demonstration run by, the Exhibitor or Speaker, and must register those persons as Attendees.
- 6.10. Exhibitors and Speakers are responsible for removing and properly disposing of all sharp, flammable or dangerous objects or equipment used in or associated with the live demonstration(s) and must ensure they provide an appropriate qualified and registered Australian medical practitioner for the purpose of supervision or resuscitation for any live demonstrations run by the Exhibitor or Speaker. Neither ASAPS nor the Organiser will be held in any way responsible for, and will not provide, any medical practitioners for these purposes.
- 6.11. Exhibitors and Speakers acknowledge they have full responsibility for any patient or person involved in a demonstration. Exhibitors and Speakers release and indemnify ASAPS and the Organiser for any claim made, or liability or loss suffered or incurred by the ASAPS or the Organiser which arises directly or indirectly out of a claim made by any patient or person involved in a demonstration performed by the Exhibitor or Speaker.
- 6.12. Exhibitors must comply with all applicable laws and safety regulations, including laws in relation to Workplace Health and Safety (WH&S) and take all care to avoid damage to persons or property during the Event.
- 6.13. Prior written approval must be sought from both ASAPS and the Organiser for the proposed use of any flammable or dangerous materials in relation to an exhibit or demonstration.
- 6.14. Exhibitors must ensure the cleanliness and tidiness of their allocated space(s) at all times. Upon the conclusion of the Event and in any event during the Move-Out Period, Exhibitors must promptly remove all exhibits, tools and other materials so that the space occupied by the Exhibitor is in the same condition as prior to the start of the Event. If an Exhibitor fails or refuses to do so, ASAPS and the Organiser reserve the right to do so at the Exhibitor's cost.

- 6.15. Exhibitors must not display an exhibit in such a manner as to obstruct or affect neighbouring exhibitors. This includes blocking or projecting light, impeding or projecting into aisles or neighbouring exhibition spaces.
- 6.16. Exhibitors and Speakers must not use any nails, screws or similar materials in their stall, stand or similar exhibition space without the prior written consent of ASAPS and the Organiser.
- 6.17. Exhibitors and Speakers must not assign, sublet or share the whole or any part of the related benefits or stall, stand or similar exhibition space.
- 6.18. ASAPS and the Organiser reserves the right to change the exhibition floor layout if necessary.
- 6.19. Official contractors may be appointed by ASAPS or the Organiser to undertake booth construction and freight forwarding plus supply furniture, electrics, telecoms and IT equipment in relation to an Exhibitor's stall, stand or similar exhibition space. Any person undertaking any of those activities which is not an ASAPS or Organiser appointed contractor must provide current certificates of currency for relevant insurances. Access to the Event may be denied without such documentation.
- 6.20. It is the responsibility of the Exhibitor to ensure that its stall, stand or similar exhibition and its goods on display are adequately insured for theft and damage. All Exhibitors must insure, indemnify and hold ASAPS and the Owner harmless in respect of all costs, claims, demands and expenses. Exhibitors are responsible for any injury to persons and damage to property or the Event environment caused during the setting up, operation, dismantling and removal of the exhibition. All Exhibitors must have public liability insurance for the period of the Event and must be able to produce this documentation immediately at the request of ASAPS or the Organiser.

## **7. SPONSOR-SPECIFIC TERMS**

- 7.1. Subject to the payment of all applicable fees, Sponsors will be entitled to the benefits as outlined in the relevant Application Form.
- 7.2. ASAPS will only accept sponsorship offers from organisations that abide by all laws, regulations and applicable industry codes of conduct. By submitting an Application Form, each Sponsor warrants that they comply with applicable laws and all provisions of the relevant code(s) of conduct.
- 7.3. ASAPS reserves the right to suspend or terminate a sponsorship arrangement if it believes on reasonable grounds that:
  - (a) the Sponsor has not complied with these Terms, or has been unable to provide sufficient evidence of compliance;
  - (b) the association created by the Sponsor's sponsorship arrangements with ASAPS could be expected to harm, damage or reduce the reputation of ASAPS, or would otherwise be detrimental to the interests of ASAPS.

## **8. EXCLUSIVITY ARRANGEMENTS**

- 8.1. In exchange for the exclusive benefits made available under these Terms and the relevant Application Form, Exhibitors and Speakers agree to create and deliver content that is original, unique, and specifically tailored for the Event. This content must not have been presented or exhibited at any previous event and shall not be presented at any other event prior to the completion of the Event. Exhibitors and Speakers warrant that all materials, presentations, demonstrations, or products provided at the Event are exclusively developed for and offered first at the Event.
- 8.2. Exhibitors and Speakers (including International Key Opinion Leaders) agree not to participate in, present, exhibit, or otherwise engage in any capacity at any competing events within 2 weeks before or after the Event, within Australia. Sponsors agree not to sponsor any competing events within 4 weeks before or after the Event, within Australia. A competing event is defined as any event that is substantially similar to the Event in terms of target audience, geographical location, content, or industry focus. Privately organised events or 'roadshows' organised by a Sponsor prior to or independently of the Event will not be considered competing events for the purpose of these Terms.

## **9. MISCELLANEOUS**

- 9.1. These Terms are governed by the laws of Victoria, Australia and each party submits to the courts of that jurisdiction and its courts of appeal.
- 9.2. ASAPS' or the Organiser's failure to enforce any of these terms shall not be construed as a waiver of any of its or their rights.
- 9.3. If a clause of these Terms is found to be unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from these terms, without affecting the enforceability of the remaining terms.