



**AUSTRALIAN ASPHALT
PAVEMENT ASSOCIATION**

**18th International Flexible Pavements
Conference 2019 Sponsorship & Exhibition
Acceptance Form**

Complete and forward this form with payment to:

Australian Asphalt Pavement
Association

P: +61 3 8416 4500 | E: admin@aapa.asn.au

AAPA ABN: 31 000 770 123

18th International Flexible Pavements Conference 2019 Sponsorship & Exhibition Acceptance Form

Company Name:	
Contact Person:	Position:
Address:	
Phone:	
Email:	

All below prices are in Australian dollars and all **exclusive of GST**.

<p>Diamond Sponsor \$100,000.00</p> <p><input type="checkbox"/> Gala Dinner Sold Out</p> <p><input type="checkbox"/> Opening Function Cruise</p>	<p>Silver Sponsor \$25,000.00</p>
<p>Platinum Sponsor \$65,000.00</p> <p><input type="checkbox"/> Industry Exhibition Family Day Sold Out</p> <p><input type="checkbox"/> Sunday welcome function</p> <p><input type="checkbox"/> Coffee Cart</p>	<p>Bronze Sponsor \$10,000.00</p>
<p>Gold Sponsor \$35,000.00</p> <p style="text-align: center; border: 1px solid black; padding: 2px;">Sold Out</p>	<p>Exhibitor \$5,000.00</p>
<p>Other Opportunities</p> <p><input type="checkbox"/> Lanyards (Sold) \$2,500</p> <p><input type="checkbox"/> Conference Bags \$15,000</p> <p><input type="checkbox"/> Morning Tea x 3 days \$6,000 per day</p> <p><input type="checkbox"/> Lunch x 3 days \$8,500 per day</p> <p><input type="checkbox"/> Afternoon Tea x 3 days \$6,000 per day</p> <p><input type="checkbox"/> Authors Lounge x 2 \$5,000 each</p>	<p><input type="checkbox"/> AAPA National Industry Award Naming Rights (8 awards available) \$6,000 each</p> <ul style="list-style-type: none"> <input type="checkbox"/> Flexible Pavements Field Worker of the year Female/Male (Sold) <input type="checkbox"/> Industry Leadership Female (Sold) <input type="checkbox"/> Industry Leadership Male <input type="checkbox"/> Emerging Leader Female/Male (Sold) <input type="checkbox"/> Graduate Cadet Female/Male (Sold) <input type="checkbox"/> Outstanding Project <input type="checkbox"/> Safety Initiative (Sold) <input type="checkbox"/> Innovation (Sold)

Payment Method

Tax Invoice to pay by direct deposit: AAPA will send an invoice payable within **30 days of the invoice date**

Or

Credit Card payable to: AAPA Account

Visa

Mastercard

Amount: \$ _____

Credit Card Number: / / /

Expiry Date: / CVC:

Name on Card: _____ Signature of cardholder: _____

Please send remittance advice to: email admin@aapa.asn.au

I have read and agree to the below terms and conditions for a sponsor and/or exhibitor at the 18th AAPA International Flexible Pavements Conference 2019.

I understand the exhibitors pack will not be forwarded until payment of the invoice has been received. This may result in losing the requested sponsorship rights.

Name: _____ Date: _____

Authorised Signature: _____ Purchase Order Number (**REQUIRED**): _____

Terms and Conditions of Sponsorship and Exhibition
(Sponsorship and Exhibition Acceptance Form - Annexure)

1. Subject to the terms and conditions specified in this document, the persons, company, trust, business, club, association, or other organisation ("**Sponsor**" or "**Exhibitor**") specified as the "Sponsor and/or Exhibitor" on the attached or accompanying completed *Sponsorship and Exhibition Application Form* (the "**Form**"), hereby offers and applies (by completing and delivering that Form) to the party specified on the Form as the "**Host Organisation**" (AAPA) and to its representative, **Professional Conference Organiser** ("**Event Manager**"), to participate at the conference, exhibition, event, meeting or function ("**Event**") described in the Form in either one or both of the following ways:
 - (a) **as a sponsor** to donate, provide, supply or deliver (when referred to as a verb, "**Sponsor**", or when referred to as a noun, "**Sponsorship**") to the Host Organisation those moneys, goods, services, prizes or benefits ("**Donations**") that are specified on the completed Form; and/or
 - (b) **as an exhibitor** to exhibit, display, show, market, place, conduct or demonstrate ("**Exhibit**" or, when referred to as a noun, "**Exhibition**" of) their goods, services, business or benefits ("**Presentation**") at the Event in, at or upon a stand, trade booth, defined area or other display booth, structure or enclosure ("**Booth**") located at the venue ("**Venue**") specified on the Form or if not specified then as determined and nominated by the Event Manager is its absolute discretion.
2. The offer and application which is detailed on the Form (and when referred to as a noun, called "**Application**") by the Sponsor/Exhibitor may be accepted or rejected by the Host Organisation in its absolute discretion, but upon acceptance, it shall constitute a legally binding contract ("**Contract**") between the Host Organisation and the Sponsor/Exhibitor on the following terms and conditions.
3. The consideration for the Contract shall:
 - (a) In the case of Sponsor, be the opportunity for Sponsor to participate at or in relation to the Event by potential association with the Host Organisation or with the Event or, without any assurance by Host Organisation about the attendance of any particular persons, with such persons who may attend the Event; and
 - (b) in the case of Exhibitor, be the opportunity to show, display, make, market, place, conduct or demonstrate the Presentation at the Event or, without any assurance by Host Organisation about the attendance of any particular persons, to persons who might attend the Event or be at the Venue.
4. Host Organisation reserves the right to not accept the Application of the Sponsor/Exhibitor and, in addition to all other legal rights of the Host Organisation, to terminate the Contract at any time if:
 - (a) the Sponsor/Exhibitor is in breach of the Contract; and
 - (b) such breach is not remedied promptly and in any case before the start of the Event or, if during the Event, within any period that may be allowed by the Event Manager or Event Organisation; or
 - (c) such breach is not capable of being remedied quickly or, in the reasonable opinion of the Host Organisation, without damaging the reputation of or risking loss, damage or injury to the Host Organisation or the owner or operator of the Venue or the Event Manager or to any person or persons attending or likely to attend the Event or at, about or in the Venue.
5. Host Organisation or, at its direction, Event Manager shall notify the Sponsor/Exhibitor by email, facsimile or letter if the Application is accepted or not accepted by Host Organisation.
6. If Sponsor/Exhibitor intends to withdraw the Application before acceptance or, if after acceptance, intends to terminate the Contract, then Sponsor/Exhibitor must give notice in writing of that intention ("**Cancellation Notice**") to the Conference Host and to the Event Manager by email and by post to their addresses specified on the Form.
7. If the Sponsor/Exhibitor supplies or provides any goods, services or samples to any person then they do so entirely at their own risk and the Sponsor/Exhibitor must indemnify and keep indemnified the Host Organisation and the Event Manager from and against any actions, suits, proceedings, claims, demands, costs, loss and expense, which may arise from the supply or provision by the Sponsor of goods, services or samples to such persons or in relation to any actions, suits, proceedings, claims or demands by those persons or someone claiming through them.
8. Handbills, brochures, advertisements, leaflets, flyers, and similar printed or mass produced matter that is to be distributed by Sponsor/Exhibitor at the Event must:
 - (a) be submitted before the Event to the Event Manager for the consideration and approval of the Host Organisation; and
 - (b) not be distributed without the prior approval of the Host Organisation.
9. All photographic rights in relation to the Event and persons attending the Event shall be the property of the Host Organisation.
10. Event Manager may refuse any person or persons entry to the Event including any person or delegate who has paid to enter or attend the Event if the Event Manager has reasonable grounds to do so.
11. Sponsor/Exhibitor must ensure that all passes to the Event or any part of the Event, which is supplied for specific staff of the Sponsor/Exhibitor must not be used by any other persons whatsoever.
12. Sponsor/Exhibitor must not bring or permit to be brought to the Event or in or about the Venue, any dangerous thing without the prior written approval of the Host Organisation and the operator and owner of the Venue.
13. The rights, obligations, benefits and liabilities under this Contract cannot be assigned or transferred by Sponsor/Exhibitor without the Host Organisation's prior written approval.
14. If the holding of the Event or any part thereof or the supply of any services in relation to the Event is prevented, delayed or abandoned because of any storm, tempest, flood, or other inclement weather event, strike, riot, war, trade disputes, restraint or order of any government agency, or other causes not within the control of the Host Organisation then the Host Organisation will not be held liable for any loss, cost, claim, damage or action suffered by, incurred or against Sponsor/Exhibitor as a consequent of such prevention, delay or abandonment.
15. Sponsor/Exhibitors consent to their contact details being shared by and with the Event Manager, the suppliers and contractors of the Event and the Host Organisation to assist with the Event.
16. The Host Organisation, acting by and through the Event Manager, may without limitation:
 - a. take such precautions as they deem necessary for the health, safety, protection and security of persons and property in relation to the Event or that may be at or about the Event and the Sponsor/Exhibitor must comply with all reasonable directions and requests in that regard from or by the Event Manager from time to time; and
 - b. contract, engage, permit, allow or encourage such other persons, company, trust, business, club, association, or other organisation to use or exhibit at the Venue during the Event or to sponsor, market, attend, present, speak, promote or advertise their business, profession, activities, benefits or goods or services at the Event as the Host Organisation may in its absolute discretion deem fit;
 - c. PROVIDED that such action or decision by the Host Organisation or Event Manager pursuant to this provision shall not be malicious and must be in good faith and not intended to deny or remove the benefit of the Sponsorship or, as the case may be, the Booth or the consideration for the Sponsor/Exhibitor entering into this Contract.
17. The program and speakers for the event may change at any time and will appear on the website for the event, the address for which is shown in this document. The Event Manager and the Host Organisation do not accept responsibility for any changes to the program, speakers or attendances for the event. The parties accept and acknowledge that the sponsorship will not be used for any entertainment expenditure incurred of the Host Organisation. On this basis, all sponsorship monies should be tax deductible. Sponsor applications will be accepted in order and payment of the sponsorship application form.

Sponsor Specific Conditions

18. **Sponsor must donate, provide, supply or deliver the Sponsorship to the Host Organisation in accordance with any specified time periods and any special terms and conditions as may be on the Form, but failing the specification of such time periods or special terms and conditions being on the Form, then forthwith upon acceptance of the Sponsorship Application by either the Host Organisation or Event Manager.**
19. If Host Organisation does not accept the Application, it will refund or cause a refund to Sponsor of any cash or monetary Sponsorship that is paid to the Host Organisation or its representative Event Manager.
20. Donations will not be refunded to Sponsor if a Cancellation Notice from Sponsor is not received by the Host Organisation and the Event Manager on or before the earlier of:
 - a. the date specified on the Form ("**Cancellation Deadline**"); or, failing such date being specified on the Form:

- b. the date that is 1 month after the date that the Application is provided to the Host Organisation or the Event Manager.
- 21. In the event that a Cancellation Notice is received and complies with Clause 20 then the Host Organisation will refund to the Sponsor the amount of any cash or monetary Donations less 25% of that amount to cover the administration, advertising and lost opportunity costs of the Host Organisation or the Event Manager.
- 22. Where advertising in publications for the Event or by the Host Organisation or Event Manager is included as part of a Sponsorship package specified on the Form, then:
 - a. the cost of that advertising will be borne by the Sponsor;
 - b. the Cost of that advertising will be addition to and not replace any existing advertising agreements between the Sponsor and the Host Organisation; and
 - c. the timing and placement of such advertising including sponsor will be subject to further agreement between the Sponsor and the Host Organisation.
- (g) not damage of any exhibit or other property of the Venue owner or operator or of any other exhibitor or of the Host Organisation or Event Manager;
- (h) comply with all reasonable requirements and directions of the Event Managers in relation to all aspect and matters concerning the Booth, Exhibit, Presentation and Exhibition as well as the conduct and attendances of the Exhibitors staff in or about the Booth or the Event generally;
- (i) comply with requirements of the all government and lawful authorities including but without limitation officers from any Federal State or Local fire, emergency, police, health, defence, security or other authority or agency; and
- (j) indemnify and keep indemnified the Host Organisation and the Event Manager for all costs, losses, damages and compensation incurred, paid or for which either of them may be liable as a result of a breach of any of the above obligations by the Exhibitor or their employees, invitees, agents and contractors;

Exhibitor Specific Conditions:

- 23. The Host Organisation, acting by and through the Event Manager, may without limitation at any time, before or during the Event, alter the size, shape, location or position of or lighting or other services to the Exhibitor's Booth within the Venue, provide that is in the best interests of the Event or required by the owner or operator of the Venue, PROVIDED that any such action or decision by the Host Organisation or Event Manager pursuant to this provision shall not be malicious and must be in good faith and not intended to deny or remove the benefit of the Booth or consideration for the Exhibitor entering into the Contract.
- 24. Exhibitor must:
 - (a) Not use any part of the Venue other than the Booth designated by the Event Manager from time to time for any other purpose than the permitted use of the Exhibition and Presentation;
 - (b) Not permit or allow the Exhibit, Exhibition or Presentation or any act or omission of any person under the control or direction of the Exhibitor at the Venue or the Event to be:
 - a nuisance or annoyance to the Host Organisation or any other exhibitor or person at the Event or to the owner or operator of the Venue; a risk to the safety or health of any person; or a risk of damage to any property.
 - (c) effect and maintain throughout the Event and during such period as any of the Exhibitor's invitees, employees, agents or contractors may be in or about the Venue, a third party public liability insurance policy to cover the Host Organisation and the Event Manger to the value of \$10,000,000 from a reputable licenced insurer and provide proof of currency of such policy to the Event Manager or Host Organisation forthwith upon their request.
 - (d) not erect any sign, display or obstruction which intrudes into, blocks or obstructs any passageway or any adjoining area or space occupied to be occupied by another exhibitor or space reserved at the Venue by the Event Manager for purposes other than the permitted use of the Exhibition and Presentation;
 - (e) not damage the walls, floors, ceilings or any other surface of the Booth or the Venue;
 - (f) not dismantle or remove the Exhibitor's Exhibits from the Booth before the published closing time for the Event;
- (k) ensure that their Booth ready for Presentation to commence by the time specified by the Host Organisation, acting through the Event Manager, and in any case, no later than the time of opening or commencement of the Event.
- (l) keep their Booth open to view and properly staffed by competent and respectable representatives;
- (m) maintain their Booth in a clean and tidy condition at all times during the Event;
- (n) conduct business only from their Booth;
- (o) keep passageways in front of their Booth free from obstruction;
- (p) not operate any type of machinery or equipment at a sound level, which in the Event Manager's reasonable opinion, is likely to cause nuisance or annoyance to the Venue operator, other sponsors, invitee or person likely to be or actually attending the Event.
- (q) not do anything which, in the reasonable opinion of the Event Manager, may bring discredit upon the Event or the Host Organisation.
- (r) Arrange at their own cost the transport of all goods and materials for Exhibits to and from the Booth and the security for the Booth and the Exhibitor's property in the Booth before, during and after the Event.
- 25. Neither Host Organisation nor Event Manager will make any payment, gift or contribution of any value to any non-USA government official (as defined in the USA Foreign Corrupt Practices Act) on behalf of Sponsor or in connection in any way with Sponsor or Sponsorship or the agreement
- 26. Host Organisation and Event Manager may not use any mark associated with Sponsor unless duly authorised to do so under separate trademark agreement.

Dated

SIGNED by **SPONSOR/EXHIBITOR** by its duly authorised officer:

Signature:

NAME OF SPONSOR/EXHIBITOR

Name of Authorised Officer

ABN / ARBN / ACN

Officer's Position & Authority