



COLLEGE EXHIBITION TERMS AND CONDITIONS

1. GENERAL

- 1.1 Any person or organisation that wishes to display any material as an exhibit (**exhibition material**) at any Royal New Zealand College of General Practitioners (**College**) exhibition event must first complete and submit an online College Exhibition Application Form (**application**).
- 1.2 When the College (or the conference innovator on the instructions of the College) accepts your application, both you and the College will be bound to an agreement which comprises:
 - (a) the completed and signed application; and
 - (b) the current version of these terms and conditions found on the [College's conference website](#) on the date the complete application was submitted by you, which will include a requirement to comply with the College Sponsorship and Exhibition Policy also available on the College's website.
- 1.3 Submitting an application constitutes acceptance by you of these terms and conditions. To the extent that any application form submitted by you attempts to include terms that are inconsistent with these terms and conditions, those terms will not apply.
- 1.4 The College may amend these terms and conditions and/or the College Sponsorship and Exhibition Policy in whole or in part from time to time. Amendments will be effective immediately when the amended terms and conditions and/or policy are posted by the College on the College website and will apply to all application forms which are submitted by you after such posting until the terms and conditions and/or the policy are next updated. You are responsible for ensuring that you are familiar with the latest terms and conditions and the policy. By not terminating this agreement in accordance with clause 5 you agree to be bound by the terms and conditions and the policy as amended (whether or not you have received any notice of such amendments).

2. EXHIBITION

- 2.1 All details regarding the display of exhibition material including all design, design processes, content, size, style, and placement of any exhibition stands at the exhibition event will be set out in the application and you must comply with the application.
- 2.2 You must adhere to the agreed upon parameters regarding the design, style, placement, size and any other relevant parameters set out in the application in the display of your exhibition material including any exhibitor manual provided to you by the College (or the conference innovator). The College reserves the right to alter or correct, or request the alteration or correction of, any part of your display that is not in compliance with such parameters or with the College's Sponsorship and Exhibition Policy before or during the exhibition event and you shall immediately comply with any such request.
- 2.3 You must ensure that any exhibition material submitted by you complies in all respects with the College's Sponsorship and Exhibition Policy and any additional requirements set out in the signed application form, in any exhibitor manual or which you agree with the College in writing. The College reserves the right to remove, or request the removal of, any exhibition material it deems to



be in breach of the Sponsorship and Exhibition Policy, any exhibition manual or any such additional requirements and you will immediately comply with such request.

- 2.4 If the parameters agreed in the application for the display of your exhibition material cannot be met by the College for any reason, the College will use reasonable endeavours to provide you with alternative display options.
- 2.5 The College provides no warranties or guarantees that your instructions or requests relating to the display of your exhibition material will be met.

3. HEALTH AND SAFETY

- 3.1 You shall comply, and ensure that all of your personnel, employees and contractors comply, with the College's and any other relevant health and safety policies while at the exhibition event notified to you from time to time by the College.
- 3.2 The College reserves the right to refuse you entry to an exhibition event or request that you leave an exhibition event if you do not immediately remedy a breach of the relevant health and safety policies.

4. PAYMENT

- 4.1 The amount and frequency of the payment of any exhibition fees to the College shall be determined and set out in the application signed by you and the College plus goods and services tax levied under the New Zealand Goods and Services Tax Act 1985 (if any).
- 4.2 If any monies remain outstanding on the due date for payment as set out in the application, the College reserves the right to refuse you access to the exhibition venue to display your exhibition material, or, if your exhibition material is already on display, remove your exhibition material from the exhibition event until such amounts have been paid.
- 4.3 Except as expressly provided for under clause 5.4(a), the College will not pay you any refunds at any time.

5. TERM AND TERMINATION

- 5.1 Either party may terminate the agreement immediately by notice to the other party if:
 - (a) the other party commits a material or persistent breach of the agreement; or
 - (b) the other party ceases or threatens to cease to carry on business, is subject to any insolvency proceedings, commits an act of bankruptcy, has any assets seized by a creditor, has a receiver, administrator, liquidator, statutory manager or similar official appointed, becomes insolvent or is deemed by law to be so, or suffers any analogous event.
- 5.2 In addition, the College may terminate the agreement immediately at any time by giving you written notice if:
 - (a) it has reason to believe that any material you propose to display as part of your exhibition does breach or is likely to breach the College's Sponsorship and Exhibition Policy; or
 - (b) if a force majeure event occurs (as defined in clause 6 below) or the relevant event is cancelled for any reason.



- 5.3 The College may also modify the time, date or location of an exhibition event on written notice to you.
- 5.4 On and following termination of the agreement:
- (a) if:
- (i) you have terminated our agreement with a minimum of 90 days' written notice prior to the scheduled date of the event;
 - (ii) the College has terminated the agreement in accordance with clause 5.2(b) above; or
 - (iii) the College has notified you of a change to the time, date or location of the exhibition event and, within 5 working days (being Monday to Friday inclusive, excluding any public holidays in Wellington) of such notification, you have advised the College that you cannot exhibit at that location and/or on that date or time,
- the College will refund any exhibition fees you have paid in advance, less any expenses incurred by the College;
- (b) to avoid doubt, if the agreement is terminated for any other reason, then the full exhibition fees will remain due and payable and you will not be entitled to any refund;
 - (c) the termination shall be without prejudice to either party's accrued rights and remedies;
 - (d) you must immediately collect from the exhibition venue any material placed for the exhibition event. The College shall not be responsible in any way for any loss or damage to such material; and
 - (e) the College may remove your exhibition material from any exhibition venue.

6. FORCE MAJEURE

- 6.1 Neither party shall be liable for any breach of the agreement to the extent such breach is due to a force majeure event, provided that it keeps the other party fully informed of the situation, uses reasonable endeavours to mitigate the effect of the force majeure event and resumes full performance as soon as reasonably practicable.
- 6.2 **Force majeure event** means an extraordinary event or circumstance beyond the reasonable control of a party such as an Act of God, war, change of statutes of the Government, terrorism, disaster, strikes, civil disorder, or curtailment of transportation facilities (but excluding lack of funds). A party may give notice to terminate in writing if it is unable to meet its obligations under the agreement due to a force majeure event.

7. LIABILITY, INDEMNITY AND INSURANCE

- 7.1 You agree to indemnify and keep indemnified the College from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by the College arising out of or in connection with your failure to comply with the agreement (including the College's Sponsorship and Exhibition Policy and any exhibition manual).



7.2 Except as expressly provided in the agreement, the College excludes, to the fullest extent permitted by law, all warranties, representations and conditions whether implied by law or otherwise. Subject to clause 5.4(a), in no event shall the College be required to refund any exhibition fee charged under these terms and conditions.

7.3 Where the College is held to be liable for breach that cannot be excluded, the College's maximum liability will be the exhibition fees paid by you for the display of your exhibition material at the exhibition event and the College shall have no liability to you for any indirect or consequential loss.

7.4 You must ensure that you are adequately covered for public liability insurance for damage or injury caused to third parties or visitors in the vicinity of your exhibition material.

8. INTELLECTUAL PROPERTY

8.1 Without limiting clause 2.3 above, you must ensure that you own or are authorised to use all the content and images used in any exhibition material displayed at a College exhibition event. This means that:

- (a) the exhibition material must not include any content that infringes the rights of any third party, including copyright, trademark, privacy, or other personal or proprietary right; and
- (b) unless the College otherwise agrees, you must ensure that you either own the intellectual property rights in the exhibition material or are licensed to use and display that exhibition material at the relevant College exhibition event.

9. PRIVACY

9.1 If you provide the College with any personal information (as defined by the Privacy Act 2020), the College will store and use that information in accordance with that Act and in accordance with the College's Privacy Policy, which is available on the [College's website](#). If you have any questions regarding the personal information held by the College, you should contact privacy@rnzcgp.org.nz

10. NO EXCLUSIVITY OR ENDORSEMENTS

10.1 The agreement is non-exclusive. Unless otherwise expressly agreed by the College in writing, the College may accept exhibition material for any other organisation or person without restriction.

10.2 The College's decision to allow the display of any exhibition material submitted by you does not indicate that the College endorses either you or any exhibition material, particular product or service displayed, or the person/entity that manufactures, distributes or promotes the products or services displayed and you must not do anything (or omit to do anything) that will or may indicate such endorsement.

11. MISCELLANEOUS

11.1 The documents noted in clause 1.2 constitute the entire agreement between you and the College and supersede all prior agreements and representations given or made relating to exhibition material (including any of the matters dealt with in the agreement).

11.2 You cannot assign or transfer any part of the agreement without the written consent of the College.

11.3 A waiver of a right under the agreement is ineffective unless it is in writing.



- 11.4 The agreement is governed by New Zealand law and the parties irrevocably submit to the exclusive jurisdiction of the New Zealand courts.
- 11.5 If any provision of the agreement is found to be illegal, invalid or unenforceable, that provision shall be read down to the extent necessary to make it legal, valid and enforceable.
- 11.6 Following termination of the agreement, clause 7 (Liability and Indemnity) together with any other provisions that are by their nature intended to survive, will remain in effect.