



NZDA Conference & Expo 2021

Terms and Conditions for Sponsors and Exhibitors

GENERAL

Any person or organisation that wishes to display any material as an exhibit (**exhibition material**) at the New Zealand Dental Association (NZDA) Conference and Expo 2021 must reserve their site or sponsorship package via the online Expo or Sponsorship portal (**application**).

Once the application and full payment is received by NZDA both parties will be bound to an agreement which comprises:

- a) the current version of these terms and conditions found on the NZDA's conference website at 1 March 2021.

Submitting an application constitutes acceptance by you of these terms and conditions. To the extent that any future correspondence or actions that are inconsistent with these terms and conditions, those terms will not apply.

NZDA may amend these terms and conditions in whole or in part from time to time. Amendments will be effective immediately when the amended terms and conditions are posted by the NZDA on the Conference website and will apply to all applications which are submitted by you after such posting until the terms and conditions are next updated. You are responsible for ensuring that you are familiar with the latest terms and conditions. You agree to be bound by the terms and conditions (whether or not you have received any notice of such amendments).

EXHIBITION

All details regarding the display of expo material including all design, design processes, content, size, style, and placement of any exhibition stands will be set out on the website and in the Exhibition Manual, you must comply with both.

You must adhere to the agreed upon parameters regarding the design, style, placement, size and any other relevant parameters in the display of your exhibition material. NZDA 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 and you shall immediately comply with any such request.

You must ensure that any exhibition material submitted by you complies in all respects with NZDA's Guidelines in the Exhibition Manual and any additional requirements set out in the application on the website which you agree with NZDA.



Exhibitors may set up their demonstrations within their purchased stand/space only as per the floorplan. Aisles/walkways and air space above the aisles must be kept clear at all times. NZDA reserves the right to remove, or request the removal of, any exhibition material it deems to be in breach of this and you will immediately comply with such request.

NZDA reserves the right to modify the floor plan to accommodate space sales or change as necessary to avoid conflicts. NZDA will endeavour to consult the exhibitors who are directly affected whenever possible.

If the parameters agreed in the application for the display of your exhibition material cannot be met by NZDA for any reason, NZDA will use reasonable endeavours to provide you with alternative display options.

NZDA provides no warranties or guarantees that your instructions or requests relating to the display of your exhibition material will be met.

PROVISION OF INFORMATION

By 20 June 2021 all exhibitors installing custom stands MUST provide the contact details of their appointed stand contractor, together with a detailed plan showing dimensions of the stand design for approval by the venue and NZDA. Designs submitted must contain information such as stand layout, banner/light rigging and walls/solid heights

HEALTH & SAFETY

NZDA and Conference Innovators take the health and safety of our delegates, sponsors, exhibitors, guests and suppliers seriously. The Exhibition Manual will be provided in June highlighting your health and safety obligations. By agreeing to sponsor or exhibit at the conference, you agree to adhere to our health and safety policy.

Expo schedule pack-in/out times will be stated in the Exhibition Manual and must be adhered to. Accepting these terms and conditions indicates that pack in will not occur until the allocated time and pack-out will not occur until the Expo closes. It is your organisations responsibility to ensure that all exhibition staff on your stand are aware of this condition.

All electronic items that will be brought onto the exhibition site (laptops etc) must have been 'tag and tested' by a qualified electrician and not be up for retesting. Items not suitably tested and tagged will be removed from the venue.

NZDA reserves the right to refuse you entry to the Conference & Expo or request that you leave the event if you do not immediately remedy a breach of the relevant health and safety policies as outlined in the Exhibition Manual.



PAYMENT

Full payment is due **20 June 2021**. The Expo Manager reserves the right to withdraw confirmation of any site not paid in full by the due date.

Any subsequent tax invoices for additional staff registration is payable on the 20th of the month following the original invoice date or prior to the conference. Should any monies be outstanding, the Expo Manager has the right to refuse access to the expo.

Subletting of space will not be permitted without the written agreement of NZDA.

Associated companies who may have representatives on your stand should be notified to the Expo Manager.

NZDA reserves the right to decline an application for exhibition and/or sponsorship.

BLOCK OUT PERIOD: 20 AUGUST – 1 OCTOBER

To assist in maximising attendance at the Conference & Expo sponsors and exhibiting companies and any associated companies who have representations on your stand, agree they will not stage / sponsor educational courses / seminars to NZDA members over the block out period 20 August – 1 October (four weeks prior to the conference and two weeks following).

CANCELLATION & TERMINATION

Any cancellations must be made in writing to the Sponsorship & Expo Manager. In the event of cancellation up to **20 May 2021** a full refund will be made.

Cancellation after **21 May 2021** 50% of the exhibition booking will be charged, after **21 June** 100% of the exhibition booking will be charged.

If for reason beyond NZDA's control or for reasons of delegate and exhibitor's health and safety', the Conference & Expo is cancelled, then the sponsorship & exhibition fee will be refunded after deduction of expenses already incurred.

NZDA may also modify the time, date or location of the Conference & Expo on written notice to you. In such a case all monies paid to date will be refunded in full less any expenses incurred. The liability of the organisers will be limited to that amount.

Either party may terminate the agreement immediately by notice to the other party if: the other party commits a material or persistent breach of the agreement; or 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.

In addition, NZDA may terminate the agreement immediately at any time by giving you written notice if: 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 NZDA's "policies, ethics and/or standards or if a force majeure event occurs (as defined below) or the event is cancelled for any reason.

FORCE MAJEURE (INCLUDING COVID -19)

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.

Force majeure event means an extraordinary event or circumstance beyond the reasonable control of a party such as a Government imposed restriction or an Act of God (but excluding lack of funds). A party may give notice to terminate in writing if it is unable to meet its obligations under our agreement due to a force majeure event.

EDUCATION & SOCIAL EVENTS

In the interests of all companies exhibiting and sponsoring this event, and to allow maximum attendance of delegates to the Conference & Expo events, sponsors and exhibiting, companies agree not to host / arrange private education lectures or social functions for the duration of the conference.

LIABILITY, INDEMNITY AND INSURANCE

You agree to indemnify and keep indemnified NZDA from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by NZDA arising out of or in connection with your failure to comply with the agreement.

Except as expressly provided in the agreement, NZDA excludes, to the fullest extent permitted by law, all warranties, representations and conditions whether implied by law or otherwise.

Subject to cancellation and terminations clauses above, in no event shall NZDA be required to refund any exhibition or sponsorship fee charged under these terms and conditions.

Where NZDA is held to be liable for breach that cannot be excluded, NZDA's maximum liability will be the exhibition or sponsorship fees paid by you for the display of your exhibition material at the conference and NZDA shall have no liability to you for any indirect or



consequential loss.

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.

NO EXCLUSIVITY OR ENDORSEMENTS

The agreement is non-exclusive. Unless otherwise expressly agreed by NZDA in writing, NZDA may accept exhibition material for any other organisation or person without restriction. NZDA's decision to allow the display of any exhibition material submitted by you does not indicate that NZDA 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.

Promotional material may not be distributed (e.g. on seats in plenary sessions) or displayed outside of the stand area without permission of the NZDA.

NZ DENTAL INDUSTRY CODE OF CONDUCT

The New Zealand Dental Association recognises that dental supply companies have international and national obligations with regards to ethical interactions between dental companies and Oral Healthcare Professionals.

We therefore support the New Zealand Dental Industry Code of Practice for our Conferences. As a condition of exhibiting, all exhibitors must comply with the guidelines of the New Zealand Dental Code of Practice which can be found at www.mtanz.org.nz