



# Sponsorship Terms and Condition

## 1 Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:

- We will handle your personal information in accordance with our privacy policy, available at <https://auaba.com.au/ABAA-Documents>.
- Our liability under these Terms is limited to the Sponsorship Fees, and we will not be liable for Consequential Loss.
- If you terminate your Sponsorship:
  - a) within 2 months or more before the Conference start date, we will refund you 50% of the Sponsorship Fees; and
  - b) 1 month or less before the Conference start date, we will not refund you any part of the Sponsorship Fees.

Nothing in these terms limit your rights under the Australian Consumer Law.

## 2 Introduction

These terms and conditions (**Terms**) are entered into between ASSOCIATION FOR BEHAVIOUR ANALYSIS AUSTRALIA LIMITED ACN 165 099 392 (**we, us or our**) and you, together the **Parties** and each a **Party**.

We are hosting ABA Australia's 8<sup>th</sup> Annual Conference (**Conference**) and you wish to sponsor the Conference (**Sponsorship**) as outlined on our website (**Site**).

In these Terms, **you** means the person or entity who is sponsoring the Conference. If you are accepting these Terms on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

You accept these Terms by clicking "I accept" or paying any part of the Sponsorship Fees to us.

## 3 Sponsorship Benefits

In consideration of your payment of the Sponsorship Fees, we agree to facilitate the Sponsorship Benefits to you in accordance with the Sponsorship Package you have selected on the Site, whether ourselves or through our personnel.

We may amend these Terms or details of the Conference (including, without limitation, the location, date, and time of the Conference as outlined on the Site) at any time, by providing written notice to you. By clicking "I accept", or not exercising your right to cancel your Sponsorship in accordance with this clause, you agree to the amended Terms. If you do not agree to the amendment and it adversely affects your rights, you may cancel your Sponsorship with effect from the date of the change in these Terms by providing written notice to us. If you cancel your Sponsorship, (a) you will no longer be a Sponsor of the



Conference on and from the date of cancellation, and (b) if you have paid Sponsorship Fees upfront you will be issued a refund in accordance with the Cancellation clause.

#### **4 Sponsorship Fee**

In consideration of the Sponsorship Benefits, you agree to pay us the Sponsorship Fees in accordance with the payment terms and method set out on the Site. All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated). We may offer payment through a third-party provider, for example, Stripe. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.

You must not pay, or attempt to pay, the Sponsorship Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third party payment processor to debit your account in accordance with these Terms and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.

#### **5 Cancellation**

If you wish to cancel your Sponsorship, we may refund you part of the Sponsorship Fees in accordance with the following clauses:

- (a) if you terminate your Sponsorship 2 months or more before the Conference start date, we will refund you 50% of the Sponsorship Fees you have paid to us; and
- (b) if you terminate your Sponsorship 1 month or less before the Conference start date, we will not refund you any part of the Sponsorship Fees to you,

and you agree that the above is a genuine pre-estimate of our loss and accounts for the resources we dedicate to advertising, and promoting you in the lead up to the Conference.

The Sponsorship Fees are only refundable and cancellable in accordance with your Consumer Law Rights and these Terms.

#### **6 Sponsor Obligations**

You represent, warrant and agree that:

- (a) there are no legal restrictions preventing you from entering into these Terms; and
- (b) all information and documentation that you provide to us in connection with these Terms is true, correct and complete.

By sponsoring the Conference, you agree:

- (a) to comply with these Terms, our reasonable requests and requirements and all applicable laws;
- (b) to provide all assistance, information, documentation and permissions reasonably necessary to enable us to facilitate the Sponsorship Benefits and to enable us to comply with our obligations under these Terms;



- (c) to comply with our instructions and directions in relation to the use of any promotional material we provide you, including Our Logo and Our Materials;
- (d) to comply with the venue rules where the Conference is hosted;
- (e) to hold all necessary insurances for your Sponsorship of the Conference;
- (f) to provide us with any relevant Intellectual Property that will assist us in the provision of the Sponsorship Benefits, including, but not limited to, Your Logo, required images, and a description of you or your organisation;
- (g) to not do anything that may put us, our business, our brand, or the Conference into disrepute;
- (h) if outlined on the Site in your Sponsorship Package, to send us any promotional material for inclusion in the delegate tote bags by 25 July, 2023; and
- (i) within a reasonable time after accepting these Terms, or within the timeline as otherwise communicated to you by us, you agree to:
  - (1) submit Your Logo to us;
  - (2) if outlined on the Site, submit a brief description of your organisation to us (including a link to your website);
  - (3) if outlined on the Site, submit promotional material you would like us to promote at, and in the lead up to, the Conference.

## **7 Intellectual Property**

As between the Parties, we own all Intellectual Property Rights in Our Materials and you own all Intellectual Property Rights in Your Materials and nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.

We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, for the duration of the Term, to use the Conference Logo (and any of Our Materials that we provide to you) solely for your use and enjoyment of the Sponsorship Benefits and for the purposes of advertising the Conference and your Sponsorship of the Conference.

You grant us a non-exclusive, revocable, worldwide, sub-licensable and non-transferable right to use Your Logo and Your Materials that you provide us (including Promotional Materials) for us to provide the Sponsorship Benefits to you.

You must not, without our prior written consent:

- (a) copy, in whole or in part, Our Materials; or
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Materials to any third party, except as permitted in this clause 7.

Nothing in the above clause restricts your ability to publish, post or repost the Conference Logo on your social media pages or website, provided that:

- (a) you do not assert that you are the owner of the Conference Logo or Our Materials;
- (b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;



- (c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
- (d) you comply with all other terms of these Terms.

This clause will survive the termination or expiry of your Sponsorship.

## 8 Australian Consumer Law

Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010 (Cth)*, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Sponsorship Benefits by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).

If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Sponsorship Benefits provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.

Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

This clause will survive the termination or expiry of your Sponsorship.

## 9 Liability

- 9.1 Despite anything to the contrary, to the maximum extent permitted by law, we exclude all liability for any Liability you incur in connection to: (a) any loss or damage to the Promotional Materials you supply to us and/or bring to the Conference; and (b) your failure to provide us with your promotional material for inclusion in the delegate tote bag by 23 July, 2023.
- 9.2 Despite anything to the contrary, to the maximum extent permitted by law:
  - (a) neither Party will be liable for Consequential Loss;
  - (b) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
  - (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Sponsorship Fees paid by you to us.
- 9.3 This clause will survive the termination or expiry of your Sponsorship.

## 10 Termination

These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 2 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- (b) the Defaulting Party is unable to pay its debts as they fall due.

We reserve the right to cancel the Conference, or any portion thereof, or your Sponsorship for any reason and at any time upon written notice to you. If we cancel the Conference or these Terms for convenience,



we will refund the Sponsorship Fees you have paid to us (minus any amounts we have already incurred with respect to you, including to promote your Sponsorship). If we cancel these Terms for your breach, you agree that you will not be entitled to any refund of the Sponsorship Fees.

Upon expiry of these Terms, or termination of your Sponsorship:

- (a) you must stop using the Conference Logo, Our Materials and other material we provide to you; and
- (b) where we terminate your Sponsorship as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.

Termination of a Sponsorship will not affect any rights or liabilities that a Party has accrued under these Terms.

This clause will survive the termination or expiry of your Sponsorship.

## 11 General

**Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

**Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notifies the other party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations and uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

**Governing law:** These Terms are governed by the laws of Tasmania. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Tasmania and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

**Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

**Publicity:** You agree that we may advertise or publicise the fact that you are a Sponsor of our Conference, including on our website or in our promotional material.

**Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

## 12 Definitions

**Conference Logo** means the logo for the Conference we will provide you for the purposes of promoting the Conference.



**Consequential Loss** means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission, and/or, any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data. The Parties agree that your obligation to pay us the Fee under these Terms will not constitute “Consequential Loss”.

**Force Majeure Event** means any event or circumstance which is beyond a Party’s reasonable control.

**Intellectual Property Rights or Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trademarks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

**Our Materials** includes the Conference Logo, and means all work, models, processes, technologies, strategies, materials, information, documentation and services, including in relation to the Conference, and which may contain material which is developed, owned by or licensed to us (or a third party).

**Promotional Materials** means, without limitation, any merchandise, flyers, educational material, inserts, documents, you provide to us for promotional purposes.

**Sponsorship** means your sponsorship of the Conference.

**Sponsorship Benefits** means the benefits you will receive for Sponsoring the Conference as set out in the Sponsorship Package you have selected on the Site.

**Term** means from the date you accept these Terms until the end of the Conference.

**Your Logo** means the logo you will provide us after you have accepted these Terms for advertising and promotional purposes in online or print media in the lead up to, and during, the Conference.

**Your Materials** includes Your Logo, and means all work, models, processes, technologies, strategies, materials, information, documentation and services owned, licensed, or developed by or on behalf of you or your personnel before you enter these Terms and/or developed by or on behalf of you or your personnel independently of these Terms.

**For any questions or notices, please contact us at:**

ASSOCIATION FOR BEHAVIOUR ANALYSIS AUSTRALIA LIMITED (ACN 165 099 392)

**Email:** [admin@auaba.com.au](mailto:admin@auaba.com.au)

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