Association for
Behaviour Analysis Australia

ABA Australia Conference Terms and Conditions for Sponsors/Exhibitors

All Sponsors and/or Exhibitors, including organisations that apply to sponsor or exhibit at ABA Australia, must be aware of, and agree with, the ABA Australia Sponsor/Exhibitor Terms and Conditions.

1. Definitions and Interpretation

a. The term '**Annual Conference**', or the '**Conference**' means the Association of Behaviour Analysis Australia 7th Annual Conference.
b. The term '**Conference Organiser**' or the '**Conference Committee**' refers to ABA Australia volunteer group that manages the 7th Annual Conference logistics, including registration, accommodation and sponsorship bookings, and is the appointed data custodian for all personal data collected by ABA Australia for the purposes of promoting the 7th Annual Conference.
c. The terms '**Participant**', '**Attendee'**, '**Delegate**' or '**Registrant**' refer to any person who registers and/or attends or is invited to attend the Conference – whether in-person or virtually – including but not limited to Speakers, Sponsors, Vendors, Media Representatives and Contractors.
d. The term '**Speaker**' or '**Presenter**' refers to any presenter or co-presenter, session chair, panellist or co-panellist, session moderator, session discussant, session facilitator or moderator who is participating at a conference session, whether in-person or virtually.
e. The term '**Primary Contact**' or '**Submitter**', in the context of the program or Call for Papers refers to the person who submits a new proposal.
f. The term '**Sponsor**' includes any person, firm, company or corporation and its employees and agents identified in the booking form or other written request for a sponsorship item.

2. Booking

a. An online application form is required to allocate sponsorship and exhibition booth(s).
b. The conference committee will provide you with your booth locations.
c. A standard furniture package consisting of two (2) chairs and one (1) trestle table is included in the exhibition booth in the package.
d. Please note that the acceptance of your sponsorship/exhibition booking is not to be considered an endorsement of products or services that may be displayed.

3. **Payment**
    a. All sponsorship packages are available for purchase online. Sponsorship packages must be purchased through the online system https://auaba.com.au/Sponsors-2022. An invoice will be issued for the price of the sponsorship package.
    b. The full amount and payment is due 14 days from the date of the invoice. After this time, the space or package will be available for sale to another company.
    c. All amounts are payable in Australian dollars. Credit card payments are accepted as bank transfers to ABA Australia.
    d. The Australian goods and services tax (GST) at 10% is not applicable to any goods and services offered by the Conference. All prices of sponsorship and exhibition packages are tax-free.
4. **Attendee numbers**
    a. The Conference Organiser agrees to promote the exhibition to maximise participation but cannot guarantee a minimum number of attendees. Nor can the Conference Organiser make any predictions on how many attendees will register.
5. **Cancellation of the sponsorship or exhibition package by the Sponsor/Exhibitor**
    a. In the event of a cancellation by the Sponsor/Exhibitor, the Sponsor/Exhibitor must submit the request in writing to the Conference Organiser.
    b. The Sponsor/Exhibitor will remain liable for 50% of the total package price for cancellations prior to 6 July 2022. Sponsors/Exhibitors who cancel after this date will remain liable for 100% of the total package price. If you buy a package with tickets and you cancel your package then you forfeit the complementary tickets that come with the package. Any additional tickets bought at a discounted price are subject to our delegate ticket cancellation policy.
    c. In the event a Sponsor (or for corporate Sponsors, the Sponsor's representative) cannot travel to the conference due to government restrictions on travel as a result of the COVID-19 pandemic, or because they have contracted COVID shortly before travelling to the conference registrations can be transferred to another representative if requested in writing. Refunds will not be offered as the sponsorship entitlements are still able to be delivered without attendance by the Sponsor.
6. **Change of the in-person Conference to a virtual-only Conference by ABA Australia**
    a. In the event the in-person conference cannot go ahead due government restrictions on travel or gatherings, the conference will be delivered fully online via the virtual platform.
    b. In this instance, the Conference Organiser will offer Sponsors and Exhibitors a partial refund of parts of the package which cannot be transferred to virtual delivery.
7. **Cancellation or postponement or change in Sponsor/Exhibitor packages by ABA Australia**

a. In the event of cancellation or postponement of the conference, or changes in the Sponsor/Exhibitor package as a result of the conference being held virtually rather than in-person, due to circumstances beyond the reasonable control of ABA Australia including but not limited to, acts of terrorism, war, acts of God, natural disaster or global health crises (including government restrictions on travel or gatherings), ABA Australia cannot be held responsible for any cost, damage or expense which may be incurred by Sponsors/Exhibitors as a consequence of such cancellation, postponement or change.
b. In the event of cancellation or postponement of the conference, or changes in the Sponsor/Exhibitor package as a result of the conference being held virtually rather than in-person, by ABA Australia, the maximum liability of ABA Australia is limited to a refund of the exhibition or sponsorship fee with no additional liability for travel costs, hotel costs, or any other costs or expenses whatsoever.
c. In the event of postponement of the conference, if the Sponsor/Exhibitor is willing to commit to exhibiting/sponsoring at the rescheduled event, we will guarantee the same exhibition/sponsorship items and entitlements at the rescheduled event.

8. **Insurance**
   a. The purchasing of a sponsorship or exhibition package does not include insurance of any kind. It is strongly recommended that Sponsors/Exhibitors take out insurance at the time of booking to include any eventuality including but not limited to loss of fees through cancellation of the organisation's participation in the Conference or through cancellation of the Conference, loss of airfares through cancellation for any reason including airline or related services, strikes, loss or damages to personal property, force majeure, or any other reason.
9. **Liability**
   a. Sponsors/Exhibitors attend the conference at their own risk.
   b. Sponsors/Exhibitors agree not to hold ABA Australia liable for any losses, damages, expenses, costs, claims or liabilities suffered or incurred by Sponsors or Exhibitors, or their employees, representatives, agents, contractors or registered staff, including consequential or indirect losses or loss of profit through registering for the Conference, attending the Conference (whether in person or virtually), cancellation or postponement of the Conference, failure of the Conference to achieve your expectations, or for any error or omission by ABA Australia.
   c. Sponsors/Exhibitors agree not to hold ABA Australia liable or responsible for any personal injury (i.e. physical, psychological or emotional stress) or any loss or damage to personal property.
   d. ABA Australia cannot be made liable and make no guarantee of the number of visitors to the exhibition. Equally, ABA Australia will not be accountable for the level of commercial activity generated.
10. **Additional events and subleasing**

a. Sponsors/Exhibitors are not permitted to assign, sublet or apportion the whole or any part of their package or booked space unless prior consent in writing from the Conference Organiser is provided.
b. Sponsors/Exhibitors must seek approval from the Organiser to host an event or activity that fully or partly overlaps with the official ABA Australia program of sessions, exhibition hours or inclusive social events. Approval to host the event will not be unreasonably withheld.

11. Exhibition

a. The Conference Organiser reserves the right in unforeseen circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space reallocated by the Conference Organiser.
b. The Conference Organiser reserves the right to change the exhibition floor layout if necessary.
c. The Conference Organiser reserves the right to refuse any person including Exhibitors' staff, representatives, visitors, contractors and/or agents entry to the exhibition if they do not hold a Conference name badge.
d. The Conference Organiser will specify conditions relating to the movement of goods and displays before, during and after the exhibition.
e. The Conference Organiser will arrange security onsite during the period of the exhibition but will accept no liability for loss or damage.
f. The Conference Organiser will not be liable and make no guarantee of the number of visitors to the exhibition. Equally, the Conference Organiser will not be accountable for the level of commercial activity generated.
g. The Exhibitor must comply with all the directions/requests issued by the Conference Organiser.
h. The Exhibitor will 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.
i. Freight Forwarder: The Exhibitor acknowledges that the Conference Organiser will not be able to provide assistance in tracking lost deliveries. The Exhibitor agrees that the Conference Organiser will not be liable for any goods rejected by the venue, lost or damaged prior to the delivery date specified.
j. Discounts for any entitlements not used or not required will not be provided.

12. Branding and advertising

a. Sponsors/Exhibitors/Advertisers will submit all artwork, branded materials and videos for advertising, either purchased or forming part of their package entitlements, to the Conference Organiser no later than 31/5/2022. Failing to do so may result in items being withdrawn.
b. Placement of Sponsor logo on branded items is at the discretion of the Conference Organiser (if applicable).

c. Placement of Sponsor advertisements on the Conference website, virtual platform or app is at the discretion of the Conference Organiser (if applicable).

13. **Sponsor/Exhibitor registration**
    a. Sponsors/Exhibitors are subject to the Registration Terms and Conditions listed above.
14. **Privacy**
    a. ABA Australia understands that your privacy is important to you, and we are committed to complying with the Privacy Act and the Australian Privacy Principles in relation to all personal and sensitive Information that we collect from you.
    b. In order to assist with your participation, your organisation and contact details may be shared with suppliers and contractors and be included in participant lists. If you object to your details being shared, please inform the Conference Organiser in writing.
    c. Attendee lists and Attendee contact details will not be shared with any Sponsors or Exhibitors.
15. **Code of Conduct**
    a. We expect all Sponsors and Exhibitors to abide by the Events Code of Conduct Policy. By booking a sponsorship package or exhibition booth, you acknowledge that you have read and understood the Events Code of Conduct Policy.