# SPONSORSHIP & EXHIBITION

PROSPEGTUS

2024 ADAVB CONVENTION & EXHIBITION

2 - 3 AUGUST 2024

MELBOURNE CONVENTION & EXHIBITION CENTRE





# Acknowledgement of country

We acknowledge Australian Aboriginal and Torres Strait Islander peoples as the first inhabitants of the nation and the traditional custodians of the lands where we live, learn and work. We pay our respects to elders past and present.

## We invite you to be involved!

The Australian Dental Association Victorian Branch (ADAVB)'s Convention & Exhibition 2024 with the theme 'Designing and Shaping the Future of Dentistry' will be held at the Melbourne Convention Exhibition Centre on Friday 2 and Saturday 3 August 2024.

Dentistry is undergoing a remarkable transformation, driven by technological advancements, and changing patient expectations. Today, dental professionals are embracing innovative approached to enhance patient care, comfort, and treatment outcomes.

Embrace the essence of intimacy and innovation as this year's exhibition promises a boutique vibe, welcoming a curated selection of only 40 esteemed companies. This ensures a more personal and engaging interaction between exhibitors and delegates, fostering meaningful connections and opportunities.

Gone are the conventional booths of yesteryears! In their place, envision an expansive open space, offering unparalleled opportunities for signage and branding that will elevate your presence and captivate your audience.

Your participation is integral to the success of this ground-breaking event. Don't let this transformative opportunity pass you by!

Delegate registration opened 10th April 2024.

**Please note:** Priority placement is given to sponsors of this Convention followed by a first in placement for exhibitors. The Exhibition Booking Form and T&Cs is attached to this prospectus.

Contact for exhibition queries is: Ashish Doyizode on ashish.doyizode@ada.org.au.

### Who attends?

This event brings together dental practitioners and professionals from around Australia

ADAVB's flagship event attracts over 800 delegates

# Preliminary exhibition timetable

Thursday 1 August	Friday 2 August - Day One		Thursday 1 August Friday 2		Saturday 3	August - Day Two
7am Stand Bump In 7am Exhibitor Registration	9am – 5pm 8.30am – 5.30pm From 5.30pm	Exhibition Open  Convention Sessions in the exhibition  Welcome Reception held	9am – 4pm 8.30am – 5.30pm 5pm	Exhibition Open  Convention Sessions  Exhibition Bump Out		

Morning and afternoon teas as well as lunches for the Convention Program are held within the exhibition area.

<sup>\*</sup>Program subject to change

## Melbourne a city that inspires

There's a magic to Melbourne that can only be felt when you walk through its lively streets and meet its people. The people of Melbourne have a unique spirit – one that fosters innovation, creativity and collaboration. This spirit is reflected in the city's constant evolution and willingness to adapt to meet the changing needs of both residents and visitors. Known as the culture capital of Australia, event owners and planners are attracted to Melbourne's world-class event spaces, excellent sustainability credentials, ease of access to key attractions and renowned 'Team Melbourne' approach to securing and hosting business events.

www.mcec.com.au



### Benefits of being a sponsor or exhibitor

## Your involvement will support this important state dental event

- The ADA has a network of over 17,500 members across Australia and over 4,000 members in Victoria
- Provides the opportunity to engage with members and non-members in a face-to-face environment
- Offers exhibitors and sponsors the opportunity to inform and update delegates on new dental technologies within your organisation
- Obtain leads whilst raising your profile in the dental industry and adding value to your brand
- Showcase your brand on social media Promote your participation before, during and after the event

This year as we focus on an intimate approach to our sponsorship opportunities, we have removed the top tiered options to encourage tailored packages that work for you! Each arrangement may be different depending on your desired outcomes and the amount of sponsorship you are able to contribute.

# Sponsorship packages

Sponsorship option	Inclusions	Net Cost* (each)
Welcome Reception	<ul> <li>Exclusive naming rights as the Welcome Reception Sponsor. This is a special opportunity as our first official function held in the exhibition area for all participants.</li> <li>Digital display of your company logo at the end of the session(s) held just before the start of the Welcome Reception.</li> <li>Digital display of your company logo at the venue entrance to the Welcome Reception.</li> <li>Two-minute welcome address (basic AV provided by the Convention Organisers).</li> <li>Free standing banner at the event (provided by sponsor).</li> <li>Two complimentary tickets to attend the Welcome Reception (for non-delegates).</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$10,000
Delegate Charging Lounge	<ul> <li>Naming rights to the Delegate Charging Lounge.</li> <li>Company logo branding featured at the entrance to the Lounge.</li> <li>Opportunity to provide sponsor literature/products throughout the Lounge.</li> <li>Sponsor may place a free-standing banner at the Lounge (provided by sponsor). Placement to be approved by ADA.</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$20,000
Catering Area & Stand	<ul> <li>Naming rights to the Catering area featuring your booth/s.</li> <li>Company logo branding featured at the entrance to the area.</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$50,000

<sup>\*10%</sup> Australian Goods & Services Tax (GST) to be added to net prices shown.



# Sponsorship packages cont'd.

Sponsorship option	Inclusions	Net Cost* (each)
Juice Station	<ul> <li>Naming rights to the Juice Station.</li> <li>Sponsor logo placed on the juice cart in the exhibition.</li> <li>Sponsor may provide cups at their own expense (subject to venue approval).</li> <li>Branded item for juice bar staff to wear at juice stand (at sponsor's expense) e.g. hat / apron (subject to venue approval).</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$15,000
Barista Stand	<ul> <li>Naming rights to a Barista stand (location to be confirmed with Convention Organiser).</li> <li>Sponsor logo placed on the coffee cart in the exhibition.</li> <li>Sponsor may provide cups at their own expense (subject to venue approval).</li> <li>Branded item for baristas to wear at barista stand (at sponsor's expense) e.g. hat / apron (subject to venue approval).</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$15,000
Lanyard	<ul> <li>Recognition as the Lanyard Sponsor.</li> <li>Logo on lanyard (alongside ADAVB 2024 logo).</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$15,000

<sup>\*10%</sup> Australian Goods & Services Tax (GST) to be added to net prices shown.



# Sponsorship packages cont'd...

Sponsorship option	Inclusions	Net Cost* (each)
Badge	<ul> <li>Recognition as the Badge Sponsor.</li> <li>Logo on lanyard (alongside ADAVB 2024 logo).</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$15,000
Creche	<ul> <li>Recognition as the Creche Sponsor.</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$10,000
Fairy Floss/Popcorn/ Gelato Carts	<ul> <li>Located at your stand or at an agreed alternative location.</li> <li>Recognition as the chosen cart Sponsor.</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$15,000
Morning and Afternoon Tea	<ul> <li>Recognition as the Morning and Afternoon Tea Sponsor for selected days.</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul> 2 available	\$10,000
	Friday 2nd and/or Saturday 3rd  Discount may apply if booking both	

<sup>\*10%</sup> Australian Goods & Services Tax (GST) to be added to net prices shown.



# Sponsorship packages cont'd...

Sponsorship option	Inclusions	Net Cost* (each)
Opening Keynote (Dr Norman Swan) adavb.org/convention	<ul> <li>Recognition as the Opening Keynote Sponsor.</li> <li>Potential to feature logo on screen/stage (TBC).</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$15,000
Closing Keynote (Dr Khaled Ahmed) adavb.org/convention	<ul> <li>Recognition as the Closing Keynote Sponsor.</li> <li>Potential to feature logo on screen/stage (TBC).</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul>	\$10,000
Silent Workshop Theatrette	<ul> <li>Naming rights to the workshop area.</li> <li>Company logo branding featured at the entrance to the stand.</li> <li>Additional signage opportunity at Sponsor cost.</li> <li>Opportunity to provide sponsor literature/products throughout the stand</li> <li>Logo acknowledgment as a sponsor on all communications.</li> <li>Logo placed on the event website and linked to your allocated URL.</li> <li>Logo featured as part of sponsors mural in both print and onsite event collateral.</li> </ul> *image for reference	\$40,000

<sup>\*10%</sup> Australian Goods & Services Tax (GST) to be added to net prices shown.

## Advertising opportunities

Available to sponsors and exhibitors only.

	Inside Front Cover	Full Colour, Full Page	\$3,610
Advertisement in the Program	Inside Back Cover	Full Colour, Full Page	\$3,610
Brochure publication	Outside Back Cover	Full Colour, Full Page	\$3,960
	Full Page	Full Colour, Full Page	\$3,290

<sup>\*10%</sup> Australian Goods & Services Tax (GST) to be added to net prices shown.

### **Deadlines for advertising in the Program Brochure**

- Specifications and deadlines will be provided by the Convention Organisers upon receipt of your booking.
- A copy of all advertising must be submitted to the Convention Organisers for approval.



## **Exhibition Information and Pricing**

Cost per single booth \$5,900 + GST

As a stand-alone exhibitor, you will receive: two booth registrations which include catering each day (morning and afternoon teas plus lunches) and the Welcome Reception in the exhibition. Convention Dinner tickets and access to sessions are an additional cost.

### 3m x 2m Booth includes:

- Rear Wall Graphic (fabric banner: 3000 x 1340)
- Lockable Cabinet (to side)
- 2 x LED arm lights
- Furniture package (from selections, subject to availability)

All exhibitors will be featured on the Convention website with their logos and hyprelinked to your website.

Due to venue restrictions, there is no rigging at this event. All stands are carpeted.

There are three booth styles to choose from;

Option 1. Glass Display



Option 2. Networking



Option 3. High Bar



**Extras** – for any additions to your booth,

furniture, additional lighting, signage or

main stand builder Outstanding Displays.

alterations to the booth, please contact our

## **Exhibition Information and Pricing**

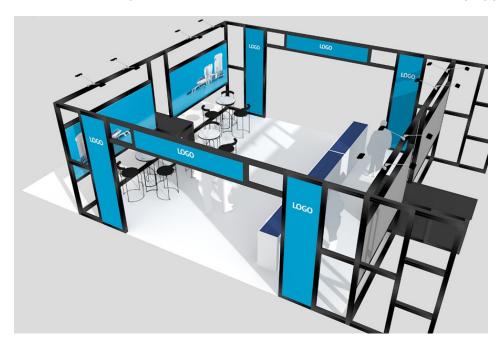
Sponsors of the Convention are eligible for a 10% discount on exhibition pricing

### **Exhibitor Entitlements**

- A listing of your company including booth/space location in the program book
- Recognition as an Exhibitor (with corporate logo) on the Event website and App, hyperlinked to the Exhibitor's homepage
- Attractive advertising rates in the program book refer to page 10
- Complimentary teas and lunches on Exhibition days catered for 2 Exhibitors per 6 sqm (3m x 2m) space

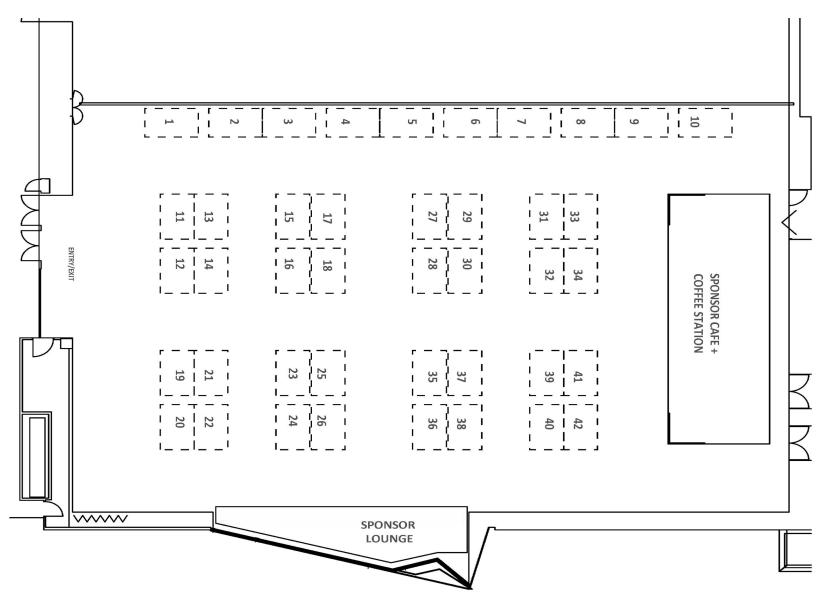
Due to venue tight turnarounds and the goal of creating an intimate boutique style event, we are unable to install custom stands. We do have an alternative option where you can book a larger area completely branded solely for you. We would love to explain this vision in more detail so please advise if you are interested in this option.

The below example is for 8 booths, \$47,200 + GST, discounts may apply for multiple book bookings.





## **Exhibition Floor Plan**



# How do I book?

We would love to discuss your involvement. Please reach out to Ashish Doyizode <a href="mailto:ashish.doyizode@ada.org.au">ashish.doyizode@ada.org.au</a>.

We look forward to welcoming you at this years event.

adavb.org/convention





### Sponsorship and Exhibition Booking Form

Company information	Type of product
Company Name:	Dental Implant Equipment and Materials
ACN/ABN (if applicable):	Prosthodontics Equipment and Materials
Contact Name:	
Position: Mobile:	Periodontics Equipment and Materials
Email:	Oral Surgery Equipment and Materials
Address:	Oral Imaging Equipment and Materials
City: Postcode:	Oral imaging Equipment and Materials
Country:	Orthodontics Equipment and Materials
Type of company	Dental Laboratory Equipment and Materials
	Paediatric Dentistry Equipment and Materials
Manufacturer Distributor Service Provider	Oral Pharmaceuticals and Oral Healthcare Products
Domestic Product Agents Foreign Product Agents	Endodontics Equipment and Materials
Associations, Media, Educational Institutions	Sterilization/Disinfection and Infection Control Product
Other	Dental Hospital Management Hardware and Software
Exhibition booth order	Other
\$5,900+ GST Option 1 Option 2 Option 3	Sponsorship preference selection
Location preference 1:	Option 1:
Location preference 2:	AUD + GST:
Education preference 2.	Option 2:
Location preference 3:	AUD + GST:
Total Booth Size (sqm): (≥ 9sqm)	Option 3:
Total Booth Price AUD + GST:	AUD + GST

### 2024 ADAVB CONVENTION & EXHIBITION



### **Booking Authorised by:**

I have read and understood the detail of the Sponsorship and Exhibition prospectus and this application form.

I guarantee that we will promote our participation in the ADAVB Convention and Exhibition to our relevant client base, from our booking date through to the relevant event dates. Promotional material will be supplied subject to conditions.

#### Terms

I am a duly authorised person to make this agreement binding on behalf of the Exhibitor's company and I have read the General Conditions. I understand and guarantee that;

- a) This agreement is binding on the Exhibitor upon acceptance by the Organiser
- b) This Agreement cannot be cancelled except through the provisions specified in the below cancellation policy
- c) The terms of this Agreement will be kept absolutely and strictly confidential and not disclosed to any person outside of the Exhibitor's company
- d) The Exhibitor acknowledges that this agreement is subject to the General Conditions included in the full Sponsorship and Exhibition Prospectus and to any additional obligations notified in writing by the Organiser (including the Exhibitor's Manual)

### How to Book and Pay

Please fill in the Sponsorship and Exhibition booking from and send to Ashish Doyizode at Ashish.Doyizode@ada.org.au. Bookings are made on a first come first served basis after priority companies are booked. Reservations are only confirmed upon receipt of the relevant deposit.

#### **Terms of Payment**

The Exhibition Management team will issue an invoice for each payment. All payments should be completed within 2 weeks of receipt of relevant invoice. Event Organisers are entitled to cancel bookings if payment is not received within the specified time. All payments made until this time will be forfeited.

### **Cancellation Policy**

All cancellations must be made in writing (in English) to the Exhibtion Management team.

- Organisers shall retain 20% of the agreed Sponsorship and Exhibition fees if cancellation is made before 2nd April 2024
- Organisers shall retain 60% of the agreed Sponsorship and Exhibition fees if cancellation is made between 2nd April 2024 and 2nd July 2024
- All Sponsorship and Exhibition cancellations made after 2nd July 2024 are subject to full payment and no refunds will be made.
- The above cancellation deadlines have been extended to the maximum possible dates, taking into account the fees necessary to cover the organisers contractual obligations to the MCEC.

Signature	Date
Full name	•••••
Position (if different to Company Information)	):

Please complete, sign and return this form to: Ashish.Doyizode@ada.org.au.

### GENERAL CONDITIONS

#### INTERPRETATION AND DEFINITIONS

1. In this Agreement the context or subject matter otherwise, indicates or requires:

"Organiser" means Australian Dental Association - ARBN 131 755 989 "Amount Payable" means the total costs payable by the Exhibitor to the Organiser as specified in the Agreement to participate in the Exhibition.

"Exhibition" means the Exhibition, Expo or Event specified in the agreement

"Exhibitor" means the person or company identified in the Organiser's Application Form for Exhibition display space.

"Exhibition Manual" means the Organiser's manual of rules and regulations governing Exhibitors' use of the Halls and the services and equipment provided for Exhibitors use, as amended from time to time by notice in writing to the Exhibitor.

"Space" means the Exhibition space allocated to and used by the Exhibitor as specified and marked on the Exhibition Floor Plan or any substitute space nominated by the Organiser.

- 2. An Agreement exists between the Organiser and the Exhibitor on these General Conditions when the Organiser accepts the Application signed by the Exhibitor.
- Upon the acceptance of this Agreement, the Organiser in consideration of payment of the agreed fees, grants to the Exhibitor a license to occupy the Space for promotion of their product(s)/ service(s) from the duration of the Exhibition, including limited Bump In and Bump Out access as per the Exhibition Manual.

### **PAYMENTS**

- The Exhibitor must pay the Organiser the fee specified by the Organiser on or before the agreed date as indicated on the Agreement.
- The Organiser may at its discretion and by written notice to the Exhibitor deem that the Exhibitor has cancelled the Agreement if payment is not received within 14 days of the payment date and then the provisions of Clauses 7-8 shall apply.

#### **CANCELLATIONS**

The Exhibitor may terminate this Agreement at any time prior to the Commencement Date of the Exhibition by giving the Organiser written notice (in English) of termination (cancellation fees will be enforced).

- 7. If the Exhibitor terminates the Agreement the Exhibitor agrees to pay the Organiser liquidated damages calculated at the date of receipt of notice of termination as specified as follow:
- Organisers shall retain 20% of the agreed Sponsorship and Exhibition fees if cancellation is made before 2nd April 2024
- if cancellation is made between 2nd April 2024 and 2nd July 2024
- All Sponsorship and Exhibition cancellations made after 2nd July 2024 are subject to full payment and no refunds will be made.
- The above cancellation deadlines have been extended to the maximum possible dates, taking into account the fees necessary to cover the organisers contractual obligations to the MCEC.
- In addition to any rights of the Organiser, if the Exhibitor fails to occupy the Space at the Exhibition without terminating the agreement, the Organiser may occupy or cause the Space to be occupied in such a manner as it deems best in the interests of the Exhibition and without releasing the Exhibitor from any liability hereunder. In addition, the Exhibitor shall pay to the Organiser the amount specified in Clause 7 plus an administration charge of AUD\$250 + GST per square metre of Space for preparing and presenting the Space in the Exhibitors' absence.
- The Exhibitor will at its own expense effect and keep current at all times during the move in, operation all and move out period of the Exhibition a Public Liability Insurance Policy in respect of the Space, its display and all the Exhibitor's Personnel whilst at the ICC in an amount of not less than Twenty Million Australian Dollars (AUD\$20,000,000) with an insurance office or company approved by the organiser.
- 10. In the event of non-compliance of Clause 9 the Organiser reserves the right to (a) arrange appropriate insurance cover and charge the Exhibitor accordingly for any associated costs and fees or (b) forbid the Exhibitor from occupying the Space until such time as requirements of Clause 9 is satisfied.

#### **USE. ASSIGNMENT & SUBLETTING**

11. The Exhibitor may not use the Space for promotion of any product(s) or service(s) other than those specified and my not assign, share, transfer, sub-let, sub-license or otherwise dispose of any part of the right granted to the Exhibition by the Organiser without the prior consent of the Organiser in writing.

#### **ORGANISERS OBLIGATIONS & RIGHTS**

- 12. The Organiser makes no warranties or representations as to the performance of the Exhibition in regarding the number of visitors attending the Exhibition or any level of business generated by the Exhibition.
- 13. The Organiser reserves the right to adjust the Exhibition floor plan and size of stands, if and where required.
- Organisers shall retain 60% of the agreed Sponsorship and Exhibition fees 14. The Organiser reserves the right in its absolute discretion to change the name, dates, location and times of the Exhibition, the Hall and location of the Space and shall not be liable to the Exhibitor for any loss, damage, cost or expense incurred by the Exhibitor in consequence of any such change.
  - 15. The Organiser shall have complete discretion to determine the dates and times when the Exhibition shall be opened to the Exhibitor and to the public.
  - 16. The Organiser will be responsible for the general cleaning of aisles and passages in the Exhibition daily.
  - 17. The Organiser shall not be liable for damage to or loss of any exhibits howsoever caused (including, without limiting the foregoing, damage or loss caused by loss, theft, fire, water, storms, strikes, riots or direct forcible interference by or negligence of any person) except for damage or loss caused by direct forcible interference with the Exhibitors by the Organiser otherwise than in an emergency or in case of breach of this Agreement by the Exhibitor.
  - The Organiser will use its reasonable endeavours to ensure the supply of the Space and services mentioned in this Agreement and in the Sponsorship & Exhibitor Prospectus, but it shall not be liable to the Exhibitor for any losses, damages or expenses arising out of total or partial failure of such services caused by strike, lock out, accident, force majeure, COVID-19 or any other cause beyond the control of the Organiser including, but without limiting the generality of the foregoing, the cancellation and/or revocation at any time of the Organisers right and/or licence to use or occupy the Exhibition site or any part thereof for the purpose of holding the Exhibition. In the event of total or partial failure of any services or the prevention or abandonment of the Exhibition as a result of any occurrence beyond the control of the Organiser the Exhibitor shall not be entitled to a refund of any amounts paid by it nor shall it be relieved of the obligation to pay any amount due under this agreement nor shall the Organiser be liable in any way for any expenditure or liability or loss including consequential loss incurred or sustained by the Exhibitor.

### **EXHIBITOR'S OBLIGATIONS & RIGHTS**

- 19. If the Exhibitor breaches or fails to comply with any term of this Agreement or the rules and regulations set out in the Exhibitor Manual or specified by the owner or operator of the ICC, then the Organiser may terminate this Agreement by notice in writing to the Exhibitor and may retain all monies paid in whole or partial (as the case may be) compensation for any loss incurred by the Organiser. The Organiser shall have the right to re-licence the Space to any other person on such terms as the Organiser may in its discretion think fit.
  - The Exhibitor shall be liable to the Organiser for any loss suffered by the Organiser on the re-licensing of the Space to the extent that it exceeds the money retained by the Organiser.
- The Exhibitor must keep the Space clean and tidy to the satisfaction of the Organiser at all times during the course of the Exhibition.
- 21. If an entitled Exhibitor sells any goods from its stand it agrees to issue to every purchaser an official receipt clearly describing the goods sold and the amount paid. The receipt must be in a format acceptable to the Australian Taxation Office.
- 22. If an entitled Exhibitor sells any goods it agrees to indemnify the Organiser against any claim or action by any of its purchasers arising out of any failure by the Exhibitor or the purchaser to comply with the preceding paragraph.
- The Exhibitor shall not remove any goods or display material during the course of the Exhibition without the prior written approval of the Organiser.
- 24. The Exhibitor shall not conduct or permit to be conducting any lottery, raffle, guessing competition, game of chance or side show during the Exhibition without appropriate Government approvals and license permits. Permits must be produced on demand by the Organiser.
- 25. The Exhibitor must ensure that all displays, demonstrations and activities comply with the terms of a) this Agreement, b) the Exhibitors' Manual and c) the rules and regulations of the owner or operator of the Exhibition venue and are in keeping with the standard, character, demeanour, quality, dignity, and atmosphere of the Exhibition. The Organiser reserves the right to reject any display or demonstration and to take all necessary remedies to make good the display.
- 26. The Exhibitor must ensure that their display structure, display materials, and all demonstrations, sales and promotional activities are strictly contained to the confines of the contracted Space. The Exhibitor's Personnel must also operate entirely within the contracted Space. Any Exhibitor operating outside of their contracted Space will incur an additional facility charge of AUD\$1,960 (+ GST) per hour for the use of noncontracted areas.

- 27. No installation, dismantling or removal of electrical, water, gas, drainage and telephone services or banner hanging for the Space may be carried out except by contractors previously approved in writing by the Organiser. The Exhibitor must pay all costs of such installation, dismantling and removal as they fall due.
- The Exhibitor agrees to pay all proper charges for electricity, gas, water, waste disposal and telephones used on the Space.
- Solid wall construction (non-transparent) is not permitted to extend more than 50% of the distance along any aisle-side of any exhibition Space. After 50% distance is reached with solid wall, open side construction is mandatory.
- 30. The Exhibitor shall not paint, mark, damage, deface or otherwise alter the floors, walls or any part of any building housing any part of the Exhibition without the consent in writing of the Organiser. The Exhibitor will be solely responsible for any damage they cause to the MCEC.
- 31. The Exhibitor shall be liable for all floor or wall damage caused by the Exhibitor's personnel, agents or contractors in going to or from the Space or in carrying any goods or exhibits to or from the Space.
- 32. At least twenty four (24) days before the commencement date the Exhibitor must provide the Organiser with a list of the names of each of the Exhibitor's Personnel who will be engaged in setting up, staffing and dismantling the Exhibitor's display (in the clause called "Exhibition Staff"). The organiser will provide name badges for each of the Exhibition Staff. Such name badges remain the property of the Organiser at all times; are non-transferable; must be worn by the people named on them at all times when in the Exhibition halls; must not be used by persons other than those named on them; and may be seized by the organiser in the case of misuse.
- 33. The Exhibitor shall comply with all laws, regulations ordinances and by-laws from time to time in force and issued by any governmental, statutory or other authority including those having responsibility for public health, fire and safety. The Exhibitor shall indemnify the Organiser against all proceedings or actions brought against the Organiser and liability incurred by it as a result of any breach by the Exhibitor of any applicable law, regulation, ordinance or by-law.

#### **WARRANTIES AND LIABILITIES**

34. The Exhibitor indemnifies the Organiser against all actions, claims, demands, loss, liability, cost and expense arising out of any damage to the walls, floors, ceilings, fixtures and fittings of the building in which it occupies space unless such damage has not been caused by any act or omission of the Exhibitor's personnel, proof of which shall lie on the Exhibitor.

- 35. The Exhibitor agrees to occupy and use the Space at the risk of the Exhibitor and hereby releases the Organisation to the full extent permitted by law from all claims demands of every kind and from all liability which may arise in respect of any accident or damage to property or injury to any person in the Space or elsewhere in the Exhibition.
- 36. The Exhibitor indemnifies the Organiser from and against all actions, claims, demands, loss, liability, damages, fines, costs and expenses, including but not limited to legal costs and expenses (as between solicitor and client) incurred by the Organiser or for which the Organiser may become liable in respect of any damage to property or loss or injury to any person which may be suffered or sustained in or upon and in relation to any part of the Space or arising out of or in consequence of any act or omission of the Exhibitor's Personnel in relation to the Exhibition or its site.

#### **GENERAL**

- 37. This Agreement contains the entire understanding of the parties in relation to its subject matter and there is no representation, warranty, promise, term, condition, right or obligation (whether oral or written, expressed or implied) which has been made, given, agreed, acquired, accepted or relied upon by either party other than those contained herein. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorised representatives of both parties.
- 38. The Organiser may at its own option at any time as the agent of the Exhibitor remedy any default by the Exhibitor under this Agreement and the full amount of any expenses incurred by the Organiser in so doing shall constitute a liquidated debt due and owing by the Exhibitor to the Organiser and shall be paid by the Exhibitor to the Organiser on demand.
- 39. The Organiser shall have the right from time to time on giving written notice to the Exhibitor to make, vary and enforce such rules and regulations as it may think desirable for the proper running of the Exhibition and breach by the Exhibitor of such rules and regulations shall be deemed to be a breach of this Agreement.
- 40. If for any reason a provision of this Agreement or part of oneshall be illegal, invalid or unenforceable in any jurisdiction it shall be read down or severed to the extent necessary so that it may not be so construed. The illegality, invalidity or unenforceability of any provision, or part of one, in any jurisdiction shall not affect the legality, validity or enforceability of any other provision, that provision in any other jurisdiction.