



## COLLEGE SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

### 1. GENERAL

- 1.1 Any person or organisation that wishes to provide the Royal New Zealand College of General Practitioners (College) with sponsorship (sponsor) in exchange for promotional benefits provided by the College must first complete and sign a College Sponsorship Application Form (application).
- 1.2 To avoid doubt, promotional benefits in these terms and conditions means:
  - (a) The publication by the College of any promotional materials you provide to the College on any College communication channel;
  - (b) The provision by the College of any time slot, floor space or any other special benefit at any College event, for any promotional activity such as a speech or special exhibit stand; and
  - (c) The provision by the College of any other opportunities or activities that benefit the sponsor in any way including any opportunities or activities recorded in any sponsorship prospectus;
- 1.3 When the College countersigns your application form, both parties will be bound to an agreement which comprises:
  - (a) The completed and signed application form; and
  - (b) The current version of these terms and conditions found on the College's conference website on the date the completed 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 conference website.
- 1.4 To avoid doubt, if any of the promotional benefits involve the use of an exhibition stand at any event, then you must complete a College Exhibition Application Form located on the College's conference website and agree to these Terms and Conditions.
- 1.5 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.
- 1.6 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 at its absolute discretion. 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 that 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 continuing to sponsor and receive promotional benefits from the College, 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. SPONSORSHIP

- 2.1 All details regarding the amount of the sponsorship and what promotional benefits will be included will be agreed between the parties and set out in the application. You agree that you will comply with the application.
- 2.2 Subject to any other provision of the agreement, the College will use reasonable endeavours to provide the promotional benefits.
- 2.3 You must ensure that any use of the promotional benefits provided by the College as agreed in the application complies in all respects with the College's Sponsorship and Exhibition Policy (as updated from time to time) and any additional requirements which you agree with the College in writing.

- 2.4 If, for any reason, the College is unable to provide the promotional benefits, the College will use reasonable endeavours to provide you with alternative promotional benefit options.
- 2.5 The College provides no warranties or guarantees that the promotional benefits will be provided in accordance with the application.

### **3. PAYMENT**

- 3.1 The amount and frequency of the payment of the sponsorship amount to the College shall be determined and set out in the application plus goods and services tax levied under the New Zealand Goods and Services Tax Act 1985 (if any).
- 3.2 If any monies remain outstanding on the due date for payment as set out in the application, the College reserves the right to not, or to cease to, provide you with promotional benefits until such amounts have been paid.
- 3.3 Except as expressly provided for under clause 4.3(d), the College will not pay you any refunds at any time.

### **4. TERMINATION**

- 4.1 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.
- 4.2 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 use of the promotional benefits by you breaches or is likely to breach the College's Sponsorship and Exhibition Policy; or
  - (b) It is unable to provide the promotional benefits for any reason.
- 4.3 On and following termination of the agreement:
  - (a) The termination shall be without prejudice to either party's accrued rights and remedies;
  - (b) You must immediately collect from the College any material provided to the College in connection with the promotional benefits. The College will endeavour to take reasonable care of such material while in the College's possession but will not be responsible for any loss or damage to such material;
  - (c) The College may remove any material from any publication or at any event or request the immediate termination of any activity at any event relating to your use of any promotional benefit; and
  - (d) if:
    - (i) the agreement is terminated by the College in accordance with clause 4.2(b) or due to a force majeure event; or
    - (ii) you have terminated the agreement with a minimum of 90 days' written notice prior to the scheduled date of the first promotional benefit you will receive from the College in accordance with the application;

The College will refund any monies paid in advance, less any expenses incurred by the College.

## **5. FORCE MAJEURE**

5.1 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.

5.2 **Force majeure event** means an extraordinary event or circumstances beyond the reasonable control of a party such as an Act of God, war, change of statutes of the Government, pandemic, 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.

## **6. LIABILITY AND INDEMNITY**

6.1 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).

6.2 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. In the event of any errors or failure to provide any promotional benefits, you agree that your sole remedy is a credit on future invoices or the provision of promotional benefits at a future time unless otherwise agreed by the College in writing.

6.3 Where the College is held to be liable for breach that cannot be excluded or so limited, the College's maximum liability will be the fees paid by you for the promotional benefits and the College shall have no liability to you for any indirect or consequential loss.

## **7. INTELLECTUAL PROPERTY**

7.1 Without limiting clause 2.3 above, you must ensure that you own or are authorised to use all the content and images in any material used for any promotional benefits. This means that:

- The 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
- Unless the College otherwise agrees, you must ensure that you either own the intellectual property rights in this material or are licensed to use, display and distribute that material in the use of any relevant promotional benefit.

## **8. PRIVACY**

8.1 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 [rncgcp@rncgcp.org.nz](mailto:rncgcp@rncgcp.org.nz).

## **9. NO EXCLUSIVITY OR ENDORSEMENTS**

9.1 The agreement is non-exclusive. Unless otherwise expressly agreed by the College in writing, the College may accept sponsorship and provide promotional benefits to any other organisation or person without restriction.

9.2 The College's decision to accept sponsorship from you and to publish and/or display any of your material or publicise your sponsorship in the provision of the promotional benefits does not indicate

that the College endorses your organisation or any particular product or service offered by you and you must not do anything (or omit to do anything) that will or may indicate such endorsement.

## 10. MISCELLANEOUS

- 10.1 The documents noted in clause 1.3 constitute the entire agreement between you and the College and supersede all prior agreements and representations given or made relating to sponsorship and promotional benefits (including any of the matters dealt with in the agreement).
- 10.2 You cannot assign or transfer any part of the agreement without the written consent of the College.
- 10.3 A waiver of a right under the agreement is ineffective unless it is in writing.
- 10.4 The agreement is governed by New Zealand law and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.
- 10.5 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.
- 10.6 Following termination of the agreement, clause 6 (Liability and Indemnity) together with any other provisions that are by their nature intended to survive, will remain in effect.