

Pullman Melbourne Albert Park 17 - 21 July 2022



Sponsorship and exhibition prospectus



Celebrating 50 Years of Scientific Learning. Collegiality & Support for Australia's Equine Vets.

Reproduction | Upper Airway

ava.com.au/bain-fallon











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About Equine Veterinarians Australia

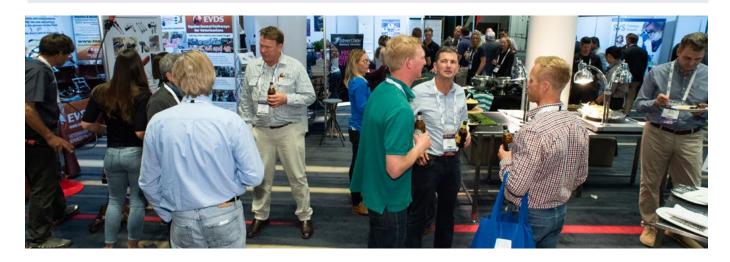
Equine Veterinarians Australia (EVA) is a special interest group of the Australian Veterinary Association (AVA) and the premier provider of continuing professional development for equine veterinarians in Australia. EVA maintains strong links with both equine organisations and horse owners. The members of EVA are the professionals who provide the veterinary health and welfare advice to Australia's horse owners, the racing and sport horse industries.

With an emphasis on providing the support members need to remain at the forefront of equine veterinary science, EVA also represents the interests of members to governments and equine industry groups.

Founded in 1971 by a group of visionary equine veterinarians. These veterinarians could see that the future prosperity of the profession would have a foundation in continuing professional development and education. Thus, EVA was born and 50 years later we look to Bain Fallon 2022, to celebrate half a century of excellence in equine veterinary science and the support of the industry that has supported this incredible journey. We invite you to come to Sydney in July to celebrate this momentous occasion with us.

You can contact EVA on 02 9431 5082 or jeffrey.wilkinson@ava.com.au

For more information, or to become a member of EVA, visit ava.com.au







About the Bain Fallon Memorial Lectures

The Bain Fallon Memorial Lectures continue to be the biggest week of equine veterinary continuing education in the Southern Hemisphere, attracting over 200 delegates each year.

Featuring concurrent streams of practical clinical sessions, the Bain Fallon Memorial Lectures offer delegates the opportunity to participate in world-class lectures and thought-provoking discussions.

The event features an industry exhibition comprising of over 50 exhibitors. It continues to be a sell-out trade show year-upon-year, in addition to offering popular practical workshops.

The social events are a highlight of the conference, and provide perfect networking opportunities with peers, suppliers and fellow industry professionals.

Why you should participate



Brand alliance

Align your brand with cutting edge continuing professional development and innovation.



Personal contact

Meet face-to-face with your customers.



Product promotion

Showcase your products to an audience that is keen to learn and receptive to new ideas.



Brand exposure

Reach your target audience.

- The four-day Bain Fallon Memorial Lectures provides an unrivalled opportunity to connect with the largest group of equine veterinary professionals in Australia. Power within the equine industry, while providing the perfect platform to heighten the visibility of your business.
- The industry exhibition provides the chance to demonstrate your products and equipment face-to-face; while building lifelong customer relationships with practice owners, through to the rising stars of the equine veterinary profession.
- Network with a targeted market that has significant buying
- Early booking is advised as exhibition stands are expected to sell out quickly.
- Book now and celebrate the 50th Anniversary of EVA being celebrated at the Bain Fallon Memorial Lectures in July in Melbourne.

To discuss these opportunities or to inquire about how we can customise a package to suit you, contact Victoria Wood, Conference Secretariat, at: <u>victoria.wood@ava.com.au</u>





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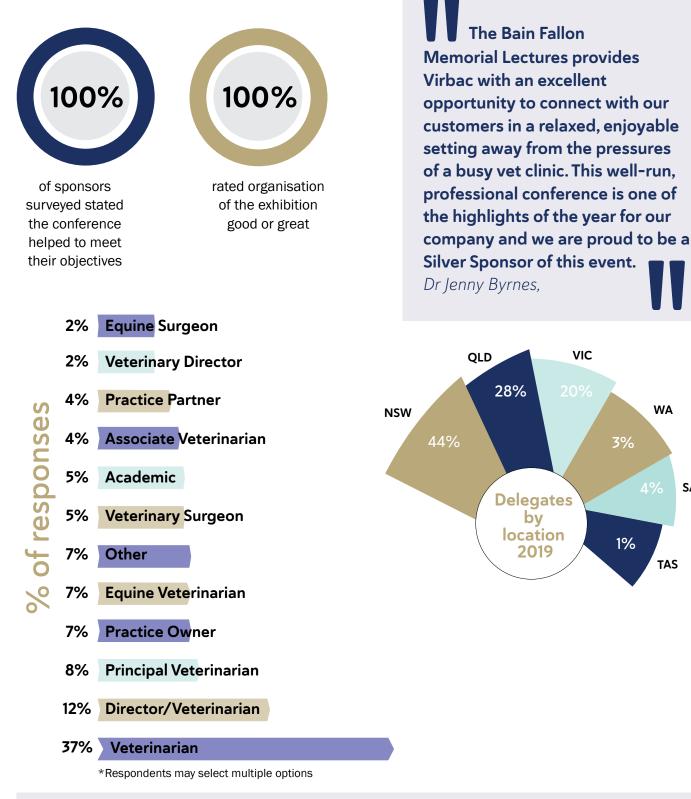
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3%

1%

What our exhibitors say

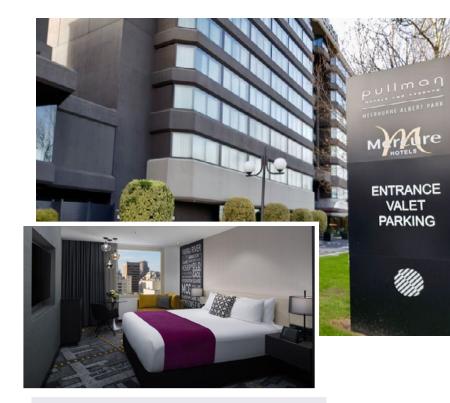


A fabulous event with a strong scientific and social programme. Brings out the fabulous collegiality of the equine veterinary profession.

Dr Jonathan Pycock - President BEVA 2018







Pullman Melbourne Albert Park, 65 Queens Rd, Albert Park VIC 3004 | www. pullmanalbertpark.com.au

Pullman Melbourne Albert Park is ideal for business, conference and special event guests, blending modern comforts with high end technology. Overlooking picturesque Albert Park Lake, & prominently located near St Kilda, Chapel Street precincts, the Melbourne CBD & Port Melbourne, Pullman Melbourne Albert Park is one of the city's best-located hotels for business or leisure.

Conference Topics in 2022

- Reproduction
- Upper Airway

Celebrating the best of Australian Equine Veterinary Science

At Bain Fallon in 2022 we will showcase the very best of Australia's equine veterinary researchers and scientists with a program befitting our proud 50-year history.

In response to growing demand, Bain Fallon will feature two streams of lectures on Tuesday, Wednesday and Thursday afternoons. In addition, each day will be allocated to one of the three themes with in-depth and clinically relevant lectures presented for equine practitioners in all stages of their careers from new graduates to highly experienced veterinarians. Our world-class speakers will deliver lectures on popular topics such as rehabilitation, back pain and lameness as well as fungal and bacterial diseases of horses.

Popular "How-I" sessions are spread through-out the program, as are presentations bringing the most relevant Australian research to the clinician.



 New addition of the Prof. Hutchins News Hour; a panel on global advancements in equine veterinary science





Exhibitor Information

	Sunday 17 July	9.00am - 4.30pm	Nerve Blocking Wetlab (offsite)
Exhibition build	Sunday 17 July	9:00am onwards 11:00am - 1:00pm 1:00pm - 4:00pm	Exhibition stand build Custom build only All other exhibitors bump in
Exhibition opening hours	Sunday 17 July Monday 18 July Tuesday 19 July Wednesday 20 July Thursday 21 July	6:00pm - 7:30pm 9:30am - 8:30pm 9:30am - 5:30pm 9:30am - 6:30pm 9:30am - 1:45pm	Happy Hour and Industry evening from 5.30pm Happy Hour from 5.30pm









Partnership opportunities

Choose from a classic sponsorship package or have one tailored to suit your specific business requirements. Rolling contracts are available, giving you first refusal on the opportunity for the following year.

Platinum partnership Only one opportunity - thank you Provet **EVA** Platinum Education Supporter Thank you to our ongoing education partner Provet A **covetrus** Compan **Gold partnership** TROY Anima Health Only one opportunity - thank you Troy Animal Healthcare Acknowledgement as the Bain Fallon Memorial Two full-page colour advertisements in the Australian Equine Veterinarian during 2022 Lectures gold partner Two exhibition stands with preferential choice One full-page colour advertisement in the of location conference registration brochure (print deadline Four inclusive exhibitor registrations ٠ Monday 1 March 2022) One sponsor message via electronic direct One full-page colour advertisement in the mailout to EVA database conference handbook Company name and logo on conference signage One sponsor message to EVA Facebook audience (as agreed with EVA) Company name and logo on the EVA website. Silver partnership \$14,630.00 inc. GST Acknowledgement as a Bain Fallon Memorial One full-page colour advertisement in The Lectures silver partner Australian Equine Veterinarian Journal during 2022 One exhibition stand with preferential choice of location One article in The Australian Equine Veterinarian Journal Two exhibitor registrations (includes 1 x gala

- Two exhibitor registrations (includes 1 x gala dinner ticket per registration, excludes scientific sessions)
- Sponsorship of a lecture with an opportunity for a company representative to give short address (3 minutes) prior to speaker session, company logo on introductory slide, banner signage
- One sponsor message via electronic direct mailout to EVA database
- One half-page colour conference handbook
 advertisement
- Company name and logo on conference signage
- Company name and logo on the EVA website.
- One half-page colour registration brochure advertisement can be included, if booking and artwork is received by the print deadline (Monday 1 March 2022)





Bronze partnership

- Acknowledgement as a Bain Fallon Memorial Lectures
- One exhibition stand with preferential choice of location
- Two exhibitor registrations (includes 1 x gala dinner ticket per registration, excludes scientific sessions)

\$12,375.00 inc. GST

- One article in The Australian Equine Veterinarian Journal in 2022
- One half-page colour conference handbook
 advertisement
- · Company name and logo on conference signage
- Company name and logo on the EVA website

Other sponsorship opportunities

Breakfast sessions

Limited opportunities

\$5,085 inc. GST (plus AV & catering)

The Bain Fallon breakfast sessions are held on multiple days of the conference, approximately 7.00am-8.00am. You may choose the menu, provide a speaker and topic (subject to EVA approval) and display your company branding across the room. The breakfast sessions are promoted as part of the Bain Fallon Memorial Lectures program and delegates opt in for these breakfast sessions when they register for the conference.

- Acknowledgement as a Bain Fallon Memorial Lectures breakfast session sponsor
- Provision of speaker and topic subject to EVA approval
- Opportunity to display branding during sponsored session (subject to approval from EVA and at sponsor's expense)
- Company name and logo on EVA website
- Company logo on conference signage







\$18,695 inc. GST

Bain Fallon Young Member Scholarships and dinner One opportunity

The Young Member Scholarship sponsors four EVA Young Members to attend the Bain Fallon Memorial Lectures. We also hold an exclusive dinner on the Wednesday night of Bain Fallon, with EVA Young Members invited to attend.

- Acknowledgement as a Bain Fallon Memorial Lectures Young Member Scholarship Sponsor
- Two invitations to the Bain Fallon Scholarship Lunch
- One full-page colour advertisement in the conference handbook
- One article in The Australian Equine Veterinarian Journal in 2022
- Company name and logo on conference signage
- Company name and logo on the EVA website

Dinner:

- Provision to provide 3-minute welcome presentation
- Five tickets to the Young Member Dinner
- Company signage displayed during Young
 Member Dinner
- Five tickets to the Young Member Dinner
- Company signage displayed during Young
 Member Dinner



Conference proceedings One opportunity

\$3,344 inc. GST

Conference proceedings are distributed to all delegates via email and downloadable PDF prior to the conference.

- Acknowledgement as proceedings sponsor
- · Branding on conference proceedings
- One full-page colour advertisement in the conference proceedings
- One full-page colour advertisement in The Australian Equine Veterinarian Journal in 2022
- One full-page colour advertisement in the conference handbook
- Company logo and link on the EVA website
- Company logo on conference signage





\$14,100 inc. GST

Tuesday night casual dinner Thank you Ceva Animal Health

- Acknowledgement as Tuesday Night Casual Dinner sponsor
- Provision to provide three-minute welcome presentation
- Five inclusive tickets to the dinner

• One full-page colour advertisement in The Australian Equine Veterinarian Journal in 2022

- One full-page colour advertisement in the conference handbook
- Company logo and link on the EVA website
- Company logo on conference signage

Bain Fallon Gala dinner

One opportunity

The Gala dinner is the grand finale of the week. Attendees come dressed in their best to celebrate one final night of Bain Fallon. The night will see EVA awards presented and the incoming EVA president officially appointed.

Acknowledgement as the Bain Fallon Gala Dinner Sponsor

- Provision to provide a three-minute welcome presentation
- Ten inclusive tickets to the Bain Fallon Memorial Lectures Gala Dinner
- First refusal to sponsor next year's Bain Fallon
 Memorial Lectures Gala Dinner
- Opportunity to brand the dining room, subject to approval from EVA and at sponsor's expense

- Company logo on EVA website
- Company logo on menus
- Company logo displayed on screen during
 Gala Dinner
- One full-page page colour advertisement in The Australian Equine Veterinarian Journal in 2022
- One full-page colour advertisement in the conference handbook.

Sponsor an afternoon stream

Two opportunities

Sponsor an afternoon stream: After the lunch break on the Tuesday and Wednesday of Bain Fallon, the conference program will be spilt into two streams. These afternoon streams are available for exclusive sponsorship by a participating Bain Fallon 2022 exhibitor:

- Tuesday Afternoon Stream (19 July)
- Wednesday Afternoon Tutorials (20 July)





Tuesday Afternoon Stream (19 July) One opportunity

- Acknowledgement as a Bain Fallon Memorial Lectures **Tuesday Afternoon Stream** sponsor
- Opportunity to display branding in the lecture room during the sponsored sessions (subject to approval from EVA and at sponsor's expense)
- Company name and logo on conference signage

and conference publications and promotion (including the conference handbook and email promotion)

- Company name and logo on the EVA website
- Pre and post-event publicity in the Australian Equine Veterinarian Journal

Wednesday Afternoon Tutorial Sponsor (20 July) One opportunity

- Acknowledgement as a Bain Fallon Memorial Lectures Wednesday Afternoon Tutorial Sponsor
- Opportunity to display branding in the lecture room during the sponsored sessions (subject to approval from EVA and at sponsor's expense)
- Company name and logo on conference signage

and conference publications and promotion (including the conference handbook and email promotion)

- Company name and logo on the EVA website
- Pre and post-event publicity in the Australian Equine Veterinarian Journal

Vets and Industry "Connect" Night One opportunity

Monday 18 July | 6.30pm - 8.30pm

After a full day of sessions on Day 1, our delegates come together to catch up in the exhibition hall.

- Acknowledgement as the Bain Fallon Memorial Lectures happy hour sponsor
- Opportunity to provide entertainment
- Signage prominently displayed in industry exhibition
- Company logo on prior session slide

- Verbal acknowledgement of sponsorship during sponsored sessions
- Opportunity to brand catering stations
- Opportunity to distribute marketing collateral to attendees

\$1,694 inc. GST

\$1,694 inc. GST

\$1,694 inc. GST

12

Golf afternoon sponsorship One opportunity

Wednesday 20 July | 1.00pm - 5.00pm

A well-loved tradition of Bain Fallon, the Wednesday golf afternoon. EVA's keen golfers will come together for a casual afternoon round. Venue TBC.

- Acknowledgement as the Bain Fallon Memorial Lectures golf sponsor
- Verbal acknowledgement of sponsorship
- Opportunity for sponsor to make short welcome presentation to golfers

Nerve Block Wetlab sponsorship

Three opportunities

Sunday 17 July | 9.00am - 4.30pm | Offsite venue TBC

A specialty wetlab run by one of our very own Bain Fallon speakers. A full day opportunity for brand exposure to veterinarians in a clinical environment.

- Acknowledgement at the Workshop as sponsor of 2022 Bain Fallon Nerve Block Wetlab
- Workshop on-site promotional activity (banners, catalogues etc, as supplied by the sponsor)
- Trestle table to set up and display sponsors products at the workshop

List of workshop participant's names. (please note that due to Privacy Act, contact details cannot be provided)

EVA will write to workshop delegates in advance with an offer of equipment suitable to purchase prior to the workshop.

Note: The Sponsor will provide Equipment and Supplies to the Company for use by delegates during the day of workshop – full list of equipment/supplies needed will be sent through.

Company logo on conference signage

Company logo on website

 Opportunity to distribute marketing collateral or promotional items to attendees

- All catering supplied for two sponsor personnel at the Workshop
- Sponsor's logo on EVA Conference website

\$1,694 inc. GST + beverages





\$2,145 inc. GST

ava.com.au/equine





Advertising opportunities

Online

EVA newsletter message - \$1,120 inc. GST

Opportunity for a feature in "A message from one of our exhibitors/sponsors" direct mailout in the lead-up to the conference.

One email communication sent to all EVA members.

Artwork supplied by sponsor, perhaps in the form of a newsletter, invitation, product information and hyperlinks.

Social media message - \$1,120 inc. GST

Opportunity for a 'message from one of our exhibitors/sponsors' Facebook post in the lead-up to the conference.

One Facebook/Instagram post to combined audience of over 3,000.

Content to be appropriate for the respective social media platform and mutually agreed with EVA.

Print advertising

Advertising can be purchased in the registration brochure, conference handbook and Australian Equine Veterinarian journal.

The registration brochure is an A4 sized document for print distribution and online. The scientific program is being finalised and the registration brochure will be published in March 2022. Advertising artwork for the registration brochure must be received no later than 1 March 2022. This will be sent to the EVA database of approximately 1,100.

The conference handbook is an A4 sized document for print distribution at the event and online.

Advertising - Full colour

Exhibitor - Full page \$1,080 inc. GST / Half page \$700+ GST / quarter-page \$375 inc. GST Non-exhibitor - Full page \$1,980 inc. GST / Half page \$1,190 inc. GST







Booking an Exhibition Stand for 2022

A 2022 provisional exhibition floorplan is included and may be subject to change.

When can I book my stand or sponsorship?

Bookings will open February 2022 (date to be confirmed). We will send details to all past and recent exhibitors with all relevant details on how to book.

How will stands be allocated?

Exhibition stands will be allocated the same way as per previous years.

Exhibition space will be allocated in the following order, commencing from April 2022:

- 1. AVA corporate supporters/industry partners
- 2. Companies wishing to sponsor the conference
- 3. Companies who have exhibited at three or more consecutive Bain Fallon memorial Lectures
- 4. Companies that have not exhibited at the last three Bain Fallon memorial Lectures
- 5. Stand allocation will commence for companies who have paid in full

What will happen if the event is cancelled?

Please see page 20-21 for further details on Terms and Conditions relating to cancellation.

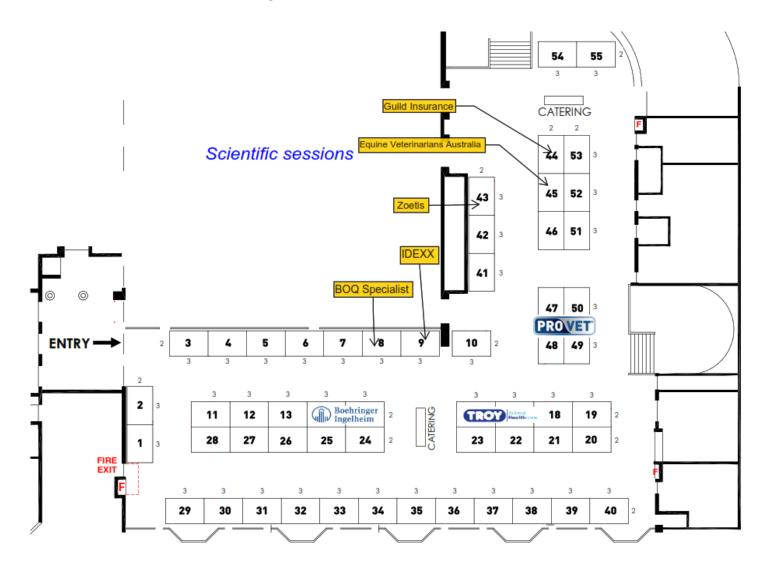






Exhibition Floorplan

Provisional Floorplan subject to change.







Exhibition Opportunties

3x2 metre (6sqm) stand - \$6,120 inc. GST

One 3m x 2m exhibition stand

- One 3m x 2m exhibition stand
- Two inclusive exhibitor registrations excluding scientific sessions
- All daily catering including lunches, morning and afternoon teas
- Attendance at welcome reception
- Attendance at industry evening
- Attendance at happy hours
- Two gala dinner tickets

Stand inclusions:

Back and sidewalls Two 150w spotlights One 4amp power board Company name and stand number on fascia..











Terms of payment

Conditions of exhibition payment

- · All amounts stated in this Prospectus are in Australian dollars, and exclusive of GST
- · Please complete the online exhibition application specifying your preferred booth locations and any other relevant requests
- An invoice for your stand will be sent to you upon receiving the completed Exhibition Booking Form
- Stand allocation is based upon sponsorship level, past history of positive involvement and support with EVA, with EVA Corporate Sponsor Supporters given
 preference. The organisers will make every effort to place exhibitors in their preferred position, with due diligence given to the location and placement of
 products and services within the Industry Exhibition
- Additional exhibitor registrations and social event tickets will be available to registered exhibitors, details will be included in the exhibitor manual which will be distributed prior to the conference
- The full balance is to be paid prior to Friday 20 May 2022 and is non-refundable.

For a full list of our Terms and Conditions, please refer to page 18 of this prospectus. Please familiarise yourself with these conditions prior to submitting your Exhibition Booking Form.

Payment methods

A tax invoice will be raised for payment, and you can pay by one of the following methods:

- 1. Direct bank transfer please contact the Conference Secretariat for bank account details
- 2. Credit card Visa and MasterCard accepted, an additional 2.05% handling charge applies.

Conditions of sponsorship and exhibition

The size and location of all logos included in conference collateral, on the conference website or conference signage will be at the discretion of the Conference Secretariat and will reflect the level of commercial support given.

There is to be no sale or promotion of products or services that conflict with AVA policy. Nor is there to be sale or promotion of any unregistered products unless an application for registration has been lodged with the APVMA and it is stated on the promotional material that the product is not registered, and an application has been lodged. The conference organisers have the right to remove any products from display that they feel are inappropriate without penalty. To view the current AVA policies, visit www.ava.com.au.

Policies

Support AVA in removing brachycephalic breeds from advertising

The popularity of certain breeds of dogs with exaggerated physical features has resulted in their increased use in marketing and advertising campaigns, and often in products aimed specifically at veterinarians, such as veterinary pharmaceuticals.

Unfortunately, the exaggerated features lead to serious health and welfare problems, which the veterinary community are faced with managing, to try to give these animals a more comfortable life. To raise awareness of this issue, the Australian Veterinary Association (AVA) and RSPCA Australia launched an awareness campaign in 2016 called 'Love is Blind'.

We have already reached out to our sponsors and regular advertisers advising that we will stop using these breeds in all advertising material appearing in our publications, and ask for your assistance with this when it comes to all marketing material, including:

Any form of advertising in print and digital AVA products

Exhibits at AVA conferences and events

Any other form of marketing undertaken under the AVA brand.

The AVA will be enforcing this policy at the AVA Annual Conference, and we ask

that you make sure that all your team involved in the exhibition are aware of our policy and the animal welfare issues involved.

If you need more information please contact Melanie Latter, melanie.latter@ ava.com.au. You can also visit <u>www.loveisblind.org.au</u> to learn more.

We believe this is great opportunity for the AVA and our valued industry partners to demonstrate a partnership that promotes healthy dogs and contributes to a positive animal welfare outcome.

Read the AVA policy

Watch the video

Competing Products and Services - Clause 41

The AVA reserves the right to refuse to enter into a contract, or to restrict the activity of a sponsor, exhibitor or advertiser, when in the view of the AVA the product, exhibits, images or advertising content will:

Not comply with AVA policies and values.

Not comply with the relevant Australian Standards or legislation

Contravene contractual relationships with commercial partners that we are legally bound to including Credit card providers, Health/Professional Indemnity, Business Insurance and On-Line Vet Bookings

Directly promote membership of a competing veterinary membership association to AVA members and potential members.

Privacy Policy

The Australian Veterinary Association Ltd (AVA) supports good privacy practice, and aims to manage personal information in an open and transparent way. Our policy sets out how the AVA aims to comply with the Privacy Act 1998 (Act) and the Australian Privacy Principles (APP's) which came into force on 12 March 2014. View AVA Privacy Policy or visit www.ava.com.au/privacy-policy.

The AVA takes photos of this event. By attending you give AVA permission to use images taken at the conference, as well as any written comments on our evaluation forms in our communications.





Money Matters

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Conditions of exhibition and sponsorship payment

- All amounts stated in this Prospectus are in • Australian dollars and are exclusive of GST.
- An invoice for your stand and written confirmation of your entitlements will be sent to you upon receiving the completed Exhibition Booking form. Stand allocations may not be finalised at time of invoicing and will be advised via written confirmation once allocation has been completed.
- Stand allocation is based on sponsorship level, receipt of booking form, and history and positive involvement with the conference. The organisers will make every effort to place exhibitors in their preferred position, with due diligence given to the location and placement or products and services within the Industry Exhibition.
- A deposit of 50% of the total amount payable will be required upon the submission of your booking form to secure your sponsorship or exhibition package preference. The outstanding balance must be received no later than Friday 20 May 2022 and is non-refundable. Please note: International exhibitors are required to pay the total amount at time of booking.
- Additional exhibitor registrations and social event tickets will be available to purchase, details will be available in the Exhibitor Manual which will be distributed prior to the conference.
- Please forward evidence of your public liability • coverage to the Conference Secretariat with the balance of monies owed no later Friday 24 June. If not received the Conference Secretariat will charge the exhibitor an additional fee for this coverage.
- Please note that the details in this document • are correct at the time of printing and prices are subject to change. The Organising Committee does not accept responsibility for any changes that may occur.

Payment Methods

A tax invoice will be raised for payment, you can arrange payment by one of the following methods:

- Direct bank transfer please contact the Conference Secretariat for bank account details
- Credit Card Visa and MasterCard accepted •

Cancellation

- 1. Requests for cancellations must be submitted in writing to the Conference Secretariat.
- 2. If cancellation is accepted, 50% of the contracted cost to exhibit/sponsor will be retained.
- 3. If cancellation occurs within two (2) months of the commencement of the exhibition, 100% of the contracted cost to exhibit/sponsor will be retained.
- 4. See the Terms and Conditions for more information.





Terms and conditions

The Contract

- 1. "Organiser" means The Australian Veterinary Association Ltd (ABN 63 008 522 852).
- "Exhibitor" means the person, company or other legal entity identified as such in the Booking Form and its employees and agents.
- 3. A contract is formed between the Organiser and the Exhibitor when the Organiser accepts the Booking Form by issuing a written letter of confirmation to the Exhibitor. The Booking Form together with these Terms and Conditions constitute the "Contract" between the Organiser and the Exhibitor and any additional terms and conditions in any documentation or purchase order provided by the Exhibitor will not form part of the Contract or be binding on the Organiser.
- 4. The Organiser may terminate the contract by notice in writing to the Exhibitor if the agreed deposit (as provided for in the Booking Form) is not received within 28 days of lodging the Booking Form. Additionally, the Organiser reserves the right to terminate the contract by notice in writing to the Exhibitor within 28 days of receipt of the Booking Form without penalty and will return any deposit received. Termination shall be effective on the termination date specified in the termination notice, or if no date is specified, then on the date of the termination notice.
- The Organiser is not bound to accept any Booking Form and no binding contract is formed between the Exhibitor and the Organiser until the Organiser accepts the Booking Form is accordance with clause 3.

Obligations and rights of the Organiser

- Any decision of the Organiser is final and no negotiation will be entered into on any question not covered in this contract.
- The Organiser agrees to hold the exhibition however, it reserves the right (without penalty or liability):
 - a. to postpone the exhibition from the set dates and to hold the exhibition on other dates as near to the original dates as possible;
 - b. to shorten or lengthen the duration of the exhibition and alter the hours during which the exhibition is open to visitors;
 - c. to amend or alter the location of the exhibition; and
 - d. to change the exhibition floor layout.
- The Organiser will only exercise the rights in clause 7 if it is reasonably necessary to protect the legitimate business interests of the Organiser or to enable the Organiser to fulfil its legal obligations to third parties (including but not limited to, obligations to the lessor or manager of the venue at

which the exhibition is to be held or to other exhibitors, sponsors or attendees) or in response to a Force Majeure Event. The Exhibitor undertakes to agree to any alterations made in exercise of the rights in clause 7.

- The Organiser agrees to promote the exhibition to maximise participation. The Organiser does not however make any warranty that the venue of the exhibition or its facilities and equipment will be adequate or fit for display purposes or for any other intended use.
- Subject to clause 7, the Organiser will use reasonable endeavours to allocate the Exhibitor an exhibition space as close as possible to their desired location.
- 11. The Organiser is responsible for the control of the exhibition area.
- 12. The Organiser agrees to provide the Exhibitor with an Exhibitor Manual prior to the exhibition for the purpose of communicating required actions on the part of the Exhibitor. The Exhibitor must comply with all requirements of the Exhibitor Manual. A failure to comply with the Exhibitor Manual shall be deemed to constitute a breach of this Contract.
- 13. The Organiser has the right to take such action as is necessary (including such action as may be contemplated in the Exhibitor Manual) to ensure that all laws in connection with the exhibition are complied with, to prevent damage to person/people or property and to maximise the commercial success of the exhibition.
- The Organiser may refuse without limitation to permit activity within the exhibition or may require the cessation of particular activities at their discretion.
- 15. The Organiser reserves the right to specify heights of walls and coverings for display areas.
- 16. The Organiser reserves the right to review the content and presentation of the Exhibitor catalogues, acknowledgements, handbills and printed matter with respect to the exhibition. Should this review indicate that, in the absolute discretion of the Organiser, the item is offensive or conflicts with the Organiser's policy the Organiser shall provide the Exhibitor with a verbal or written request to immediately remove the item from distribution at the exhibition. Failure to comply with this request shall constitute a breach of this Contract.
- The Organiser may determine the hours during which the Exhibitor has access to the exhibition venue for the purpose of setting up and dismantling.

- 18. The Organiser reserves the right to refuse any person, including Exhibitor staff, representatives, visitors, contractors and/ or agents, entry to the exhibition if they do not hold a purchased or complimentary entry card.
- The Organiser may in its discretion specify conditions relating to the movement of goods and displays, prior, during and after the exhibition.
- The Organiser may in its discretion specify any regulations with regard to sound levels including microphones, sound amplification, machine demonstrations and videos. The Exhibitor agrees to abide by these regulations.
- 21. The Organiser will arrange security onsite during the period of the exhibition.
- 22. The Organiser will arrange for daily cleaning of aisles outside the exhibition open hours.
- **Obligations and Rights of the Exhibitor**
- 23. The Exhibitor must ensure that all accounts are finalised and paid by that date which is 78 days prior to the start date of the exhibition and that all payments are otherwise made strictly as required under the Booking Form or as otherwise required in this Contract.
- 24. The Exhibitor must occupy their allocated exhibition space by the advertised opening time. In the event that the Exhibitor fails to occupy their allocated exhibition space by the advertised opening time, the Organiser is authorised to occupy this space in any manner deemed to be in the best interest of the exhibition for the duration of the exhibition or such lesser period determined by the Organiser. The Exhibitor contracted to this space will remain liable to all Terms and Conditions of Contract and will not be eligible for a refund.
- 25. The Exhibitor must use allocated space only for the display and promotion of goods and/ or services within the scope of the exhibition.
- 26. The Exhibitor must not carry onto the venue of the exhibition anything that is dangerous, noxious, offensive, illegal, immoral, or that is otherwise likely to harm any person, the venue or the reputation of the Organiser or its related entities.
- 27. The Exhibitor must not include in their display animal breeds with exaggerated physical features which are associated with adverse health and welfare outcomes. These breeds include: Pugs, French Bull Dogs, Pekinese and other flat-faced breeds; breeds with dwarfism such as Dachshunds and Corgies; and breeds with excessive skin wrinkle such as Shar-peis. This applies to:



- Any form of advertising in print and digital AVA products
- Exhibits at AVA conferences and events
- Any other form of marketing undertaken under the AVA brand.
- For more information read the AVA policy and visit www.loveisblind.org.au.
- 28. The Exhibitor must make every effort to maximise promotion and commercial benefits of participating in the exhibition. The Exhibitor acknowledges that the Organiser makes no promise or warranty in connection with the commercial viability of the Exhibitor participating in the exhibition.
- The Exhibitor must comply with all directions/requests issued by the Organiser including those outlined in the Exhibitor manual.
- 30. The Exhibitor must observe, perform and fulfil the requirements of any statute, regulation, by-law or local law including without limiting the generality of the foregoing, all statutes, regulations, by laws and local laws relating to health, safety, water supply, sewerage, fire protection and building requirements and any lawful requirement of the venue's lessor or manager.
- 31. The Exhibitor agrees to adhere to all fire regulations and will refrain from using flammable or dangerous materials within the exhibition. Written approval must be sought from the Organiser if flammable or dangerous materials are required for the success of the exhibit.
- 32. The Exhibitor will not display an exhibit or behave in a way that would obstruct or affect neighbouring exhibitors. This includes blocking or projecting light, impeding or projecting into aisles or neighbouring exhibition space. The Exhibitor will abide by any requests made by the Organiser to stop such activity and will abide by all other reasonable and lawful directions of the Organiser.
- 33. The Exhibitor agrees to engage the Organiser's preferred freight forwarder and to comply with all instructions relating to delivery times. If an alternate freight forwarder is engaged, the Exhibitor acknowledges that the Organiser will not be able to provide assistance in tracking lost deliveries. The Exhibitor agrees that the Organiser will not be liable for any goods rejected by the venue or lost or damaged.
- The Exhibitor agrees to conduct all business transactions within their allocated exhibition space unless otherwise approved by the Organiser.

Compliance with Standards and AVA values

35. The Exhibitor and any part of the Exhibitor's exhibit, services, products or advertising

displayed or offered for sale at the exhibition or in connection with the exhibition must:

- (a) comply with the relevant Australian Standards or legislation;
- (b) comply with the Organiser's policies and values (as displayed on the Organiser's website www.ava.com.au or as made known to the Exhibitor by the Organiser);
- (c) not contravene contractual relationships with commercial partners that the Organiser is legally bound to including Credit card providers, Health/ Professional Indemnity, Business Insurance and On-Line Vet Bookings;
- (d) not bring the Organiser into disrepute;
- (e) not interfere with the intellectual property rights of other Exhibitors; and
- (f) not directly promote membership of a competing veterinary membership association to Organiser's members and potential members.
- 36. The Organiser reserves the right to refuse to enter into a contract, to terminate a contract or to restrict the activity of a sponsor, exhibitor or advertiser (without penalty), including the right to remove any product from display, when in the view of the Organiser, such product or display violates any matter specified in clause 35.

Stand services and construction and dismantling of stand

- 37. Instructions regarding storage will be outlined in the Exhibitor manual distributed prior to the exhibition. Under no circumstance are goods permitted to be stored in public access areas.
- 38. Official contractors will be appointed by the Organiser to undertake stand construction and freight forwarding plus supply furniture, electrics, telecoms and IT equipment. This is for insurance and security reasons. All non-official contractors wishing to enter the exhibition are required to produce current Certificates of Currency for insurance, public liability and Occupational Health and Safety. Access will be denied without such documentation.
- 39. The Exhibitor will submit plans and visuals of custom designed exhibits to the Organiser for approval prior to the commencement of the exhibition. Exhibitors failing to do so may be denied access to the exhibition to set up, or may be requested to cease building.
- 40. The Exhibitor is responsible for all items within their allocated exhibition space.
- The Exhibitor will not use nails, screws or other fixtures on any part of the premises including walls and floor unless authorised by the Organiser.
- 42. The Exhibitor must ensure the cleanliness

and tidiness of their allocated space. The Exhibitor must make good any damage caused to any part of the venue of the exhibition or to any adjoining premises occasioned by misuse, abuse, or want of care on the part of the Exhibitor, its servants, agents, contractors or invitees or otherwise occasioned by any breach or default of the Exhibitor. At the end of the exhibition, or sooner if required by the Organiser in accordance with this Contract, the Exhibitor must vacate any display space allocated to it, remove all of the Exhibitor's property from the display space and leave it in the same condition as when it was first occupied by the Exhibitor. The Organiser will not be liable for any property left or abandoned at the venue of the exhibition and may remove and deal with any property of the Exhibitor not removed by the Exhibitor as it sees fit, at the cost of the Exhibitor.

Breach of Terms and Conditions by Exhibitor

- 43. In the event of any breach of this Contract, the Organiser shall be entitled to revoke any right to use the exhibition space granted to the Exhibitor until the breach is remedied. If the breach does not amount to a material breach, the Organiser will issue a warning to the Exhibitor. If the breach is a material breach and the Exhibitor fails to remedy the breach within a reasonable period specified by the Organiser, the Organiser may terminate the Contract with immediate effect.
- 44. In the event of revocation, if the Exhibitor has already erected displays or other materials or constructions, the Organiser shall have the right to require the Exhibitor to remove such displays, materials and constructions forthwith without disruption to other exhibitors or, at the Organiser's discretion, to otherwise vacate such displays, materials and constructions for the duration of the exhibition or require their dismantling by the Exhibitor at the conclusion of the exhibition to remedy any breach.
- 45. In the event of termination or revocation in accordance with clause 43, the Exhibitor shall not be entitled to a refund of moneys already paid to the Organiser and shall immediately pay to the Organiser all the moneys then due and owing to the Organiser and the Organiser shall not be liable to the Exhibitor or any other person for any loss or damage in connection with the revocation, removal or vacation of the Exhibitor's display or termination of this Contract. The Exhibitor shall indemnify the Organiser for any third party claim brought against the Organiser in connection with the Exhibitor's breach of this Contract.

Insurance, Indemnity and Liability

46. The Exhibitor occupies the venue of the exhibition at its own risk. The Organiser will not be liable for, or responsible to, the



Exhibitor or any other party for any loss arising howsoever whether for personal injury, loss of life, damage or loss of property, loss of business or economic loss which may be suffered or sustained in or around the venue of the exhibition or otherwise in connection with the exhibition except to the extent of any negligence of the Organiser or its employees, contractors or agents, Without limiting this clause, the Organiser will not be liable for or responsible to the Exhibitor or any other party for; (a) interruption, failure or variation to the supply of services to the venue of the exhibition; (b) postponement, delay or interruption, suspension or termination of the exhibition from any cause whatsoever; (c) interference with any rights granted under this Contract directly or indirectly caused by or resulting from any matter, circumstance or cause beyond the control of the Organiser.

- 47. The Exhibitor must effect and maintain for the period of the exhibition policies of insurance for: (a) damage to or loss of the property of the Exhibitor and their employees, contractors and agents; (b) public liability, including death injury and loss of property of third parties, including the Organiser for an amount not less than \$10 million for any one occurrence; (c) work cover, workers compensation and employer's liability as required by law. The Exhibitor must provide certificates of currency for the policies (at the request of the Organiser) prior to taking up occupation of the allocated exhibition space.
- 48. The Exhibitor must indemnify and hold the Organiser harmless in respect of all damages, injuries, costs, claims, demands, liabilities, and expenses, however they may arise and whoever may make them in connection with or arising out of the exhibition and/or this Contract to the extent that the loss was caused or contributed to by the Exhibitor, its employees, contractors, or agents, less any loss that could have been reasonably mitigated by the Organiser.

Payment and termination

- 49. The Exhibitor must make payment of amounts due by the dates set out in this Contract (and clause 23 in particular). Should payment not be made by these dates the stand will be available for sale to another person or entity. All amounts paid will automatically be forfeited and no refund will be made. Exhibitor shall not occupy its allocated exhibition space until all monies owing to the Organiser by the Exhibitor are paid in full.
- In exceptional circumstances the Organiser will consider Exhibitor termination; but only if the following conditions are complied with:
 - (a) the request for termination is submitted in writing.

- (b) the request is received at least six (6) months prior to the exhibition.
- (c) the Organiser is able to re-let the terminated space in its entirety.
- (d) Exhibitor is not in breach of this Contract.

If the Organiser, in its discretion, agrees to allow the Exhibitor to terminate, the Organiser will notify the Exhibitor in writing of this decision. Termination shall be effective on the date specified in the notice. In all other circumstance, the Contract will remain on foot.

- 51. The Exhibitor accepts that if termination occurs in accordance with clause 50 the Organiser will not be required to refund any amounts paid by the Exhibitor and if termination occurs prior to the payment of the deposit that the Exhibitor will be invoiced and required to pay this amount within a period of 28 days from the date of the invoice. If termination occurs within the two (2) months prior to the commencement of the exhibition. 100% of the contracted price to exhibit will be payable to the Organiser (less any amounts already paid) and the Exhibitor will be invoiced and required to pay this amount within a period of 28 days from the date of the invoice.
- 52. The Exhibitor may terminate this Contract if the Organiser has committed a material breach and fails to remedy the breach within 14 days of written notice from the Exhibitor.

Force Majeure

- 53. Neither party will be liable for failure to perform any of its obligations under this Contract, including cancellation or postponement of the exhibition due to any events beyond its reasonable control and without fault, including but not limited to fire, flood, earthquake, elements of nature, acts of God, acts of government, pandemic, riot, civil disorder, rebellion, revolution or industrial disputes (Force Majeure Event).
- 54. If a Force Majeure Event is ongoing for more than 20 days, the Organiser at its discretion may terminate, postpone or suspend the exhibition or terminate this Contract without penalty.
- 55. Subject to clause 57, if a Force Majeure Event is ongoing for more than 40 days, the Exhibitor may terminate this Contract without penalty.
- 56. If a Force Majeure Event affects banking operations and this prevents the Exhibitor from paying any monies due to the Organiser, the Exhibitor's obligation to pay such monies will be delayed until banking operations resume normal functionality. Force Majeure Events affecting the revenue or profitability of the Exhibitor will not excuse it from paying monies due under this Contract by the due date for payment.

57. If this Contract is terminated by the Organiser in accordance with clause 54, the Organiser shall be entitled to retain 50% of the deposit and shall refund to the Exhibitor all other payments received under this Contract. The Exhibitor acknowledges that the Organiser will have incurred costs associated with organising the exhibition and securing a venue and the Organiser's right to retain 50% of the deposit in these circumstances is a genuine pre-estimate of the loss suffered by the Organiser as a result of termination and is not a penalty. If the exhibition is postponed but this Contract is not terminated by the Organiser, the Organiser shall be entitled to retain 100% of the deposit. If this Contract is terminated by the Exhibitor in accordance with clause 55. the Organiser shall be entitled to retain 100% of the deposit. The Exhibitor acknowledges that the Organiser will have incurred costs associated with organising the exhibition and securing a venue and may suffer a loss of profits as a result of the Exhibitor's decision to terminate in circumstances where the Organiser has been prepared to continue to run the exhibition and the Organiser's right to retain 100% of the deposit in these circumstances is a genuine pre-estimate of the loss suffered by the Organiser as a result of termination and is not a penalty



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