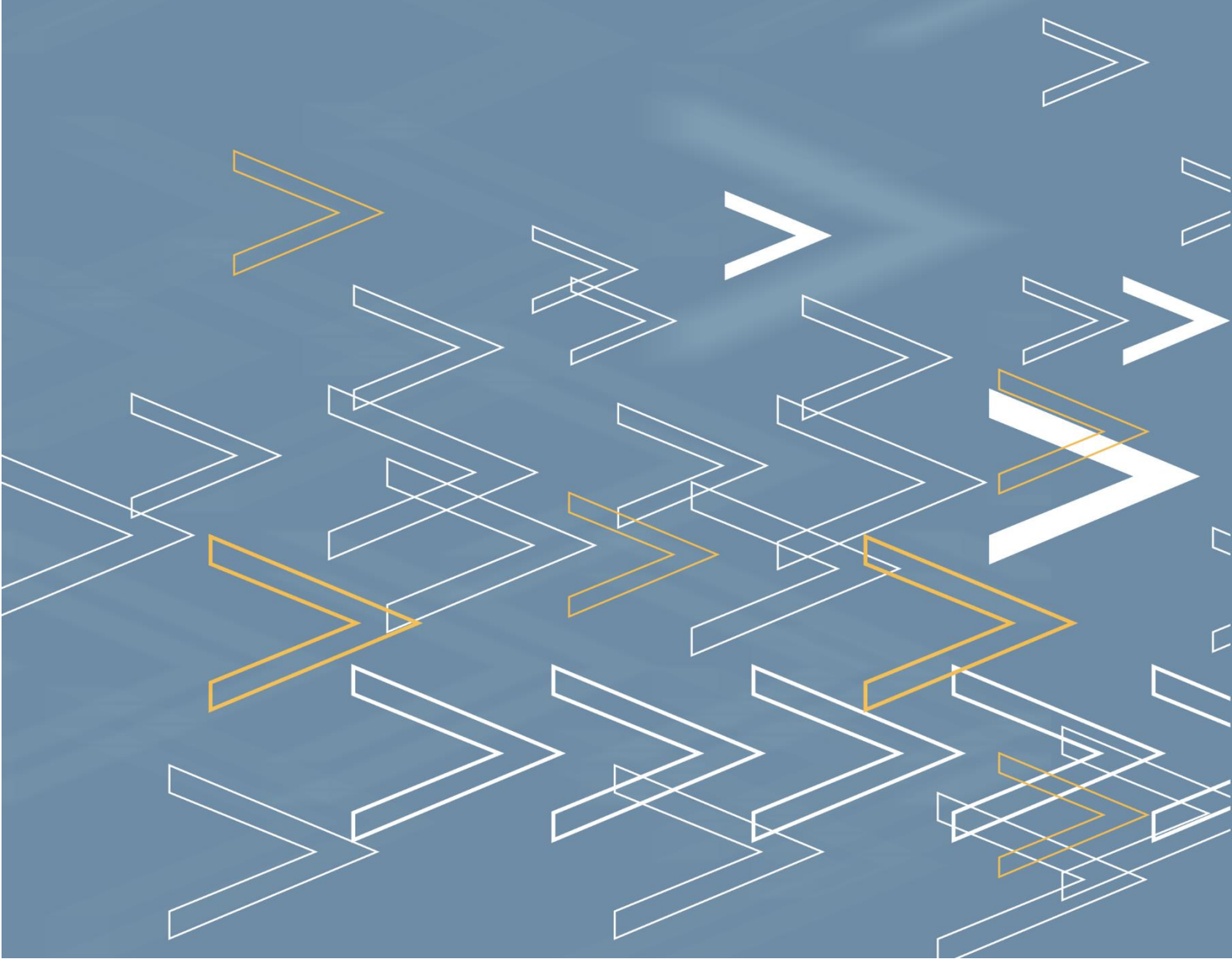


# SPONSORSHIP & EXHIBITOR PROSPECTUS

**2024 RURAL & REGIONAL PLANNING CONFERENCE**

Thursday 20 – Friday 21 June 2024

RACV Goldfields Resort, Creswick



# MAV President & CEO's Welcome

The MAV is excited to bring to you the 2024 MAV Rural and Regional Planning Conference. Join us at the RACV Goldfields Resort, Creswick on Thursday 20 and Friday 21 June as we explore how planners across Victoria can and are helping regional communities thrive.

This sponsorship prospectus outlines the mutual benefits that can be achieved through the opportunities presented by the MAV Rural and Regional Planning Conference. We are seeking to work with sponsors who are in keeping with our strategic priorities and organisational values.

Please feel free to talk to our Learning & Events Team about a sponsorship package that might suit your needs.

Warms regards,



**Cr David Clark**

**President**

**Municipal Association of Victoria (MAV)**



**Kelly Grigsby**

**CEO**

**Municipal Association of Victoria (MAV)**

# The MAV Board



MAV President  
Cr David Clark  
Pyrenees Shire Council



Deputy President Metro  
Cr Joseph Haweil  
Director, Metropolitan North  
Hume City Council



Deputy President Rural  
Cr Jennifer Anderson  
Director, Loddon Campaspe Mallee  
Macedon Ranges Shire Council



Cr Rohan Leppert  
Director, Inner Metropolitan  
South-East  
City of Melbourne



Cr Steve Staikos  
Director, Metropolitan South  
City of Kingston



Cr Stuart James  
Director, Metropolitan East  
City of Monash



Cr Nathan Hersey  
Director, Gippsland  
South Gippsland Shire Council



Cr Kathy Majdlik  
Director, Metropolitan West  
City of Melton



Cr Murray Emerson  
Director, Southern Mallee  
Central Highlands  
Northern Grampians  
Shire Council



Cr Ruth Gstrein  
Director, Great South Coast  
Barwon  
Corangamite Shire Council



Cr Aaron Scales  
Director, Goulburn  
Towong Shire Council

# About the MAV

The [Municipal Association of Victoria \(MAV\)](#) is a membership association and legislated peak body for Victoria's 79 local councils. Formed in 1879, with the [Municipal Association Act 1907](#), the MAV is officially recognised as the voice of local government in Victoria. The [MAV Board](#) is elected by member councils every two years. The president is elected by all members, while 10 regional Board members are elected by their region.

The MAV is a driving and influential force behind a strong and strategically positioned local government sector. Our role is to represent and advocate local government interests, promote the role of local government, build the capacity and capability of councils, facilitate effective networks, provide policy and strategic advice, and deliver insurance and procurement services.

## Our Purpose

Lead, support and empower councils to best serve Victorian communities.

## Our Aspiration

We are the influential and trusted peak body for an innovative, sustainable, and high-performing Victorian local government sector.

## Our Values

- **Walk the Talk** - We are guided by our principles in everything we do.
- **Lead with Impact** - We empower and inspire our people to lead with courage and purpose.
- **Service Excellence** - We provide excellent service.
- **Our Smarts** - We use our collective intelligence (IQ & EQ) and expertise to achieve results.
- **Care & Responsibility** - We care about our organisation, our people, our members, and our community.

# About Local Government

In Victoria, local government is made up of 79 councils, consisting of 31 metropolitan and 48 rural and regional municipalities, with 641 democratically elected councillors representing over 6.6 million people. Councils operate within a legislative framework established by the Victorian Parliament through the [Local Government Act 2020](#), which specifies local government powers, duties, roles, responsibilities and functions.

The role of each council is to provide good governance for the benefit and wellbeing of the municipal community which includes residents, ratepayers, traditional landowners and people and bodies who conduct activities within the municipality.

In 2022-23, Victorian local government annual revenue was \$12.05 billion. Councils employed more than 45,000 employees and provided more than 100 different types of services to people who visit, live and work in their area. Key functions include health and community services; land use planning; environmental services; recreational and cultural services; local roads, footpaths, and street lighting services; domestic animal management; and emergency management planning.

In partnership with their communities, councils are also responsible for managing more than \$135 billion worth of community infrastructure and assets such as roads, bridges, town halls, recreation and leisure facilities, drains, libraries, and parks.

# Event Information

## Rural & Regional Planning Conference

The conference explores how decision makers employ planning tools and policies to respond to some of our greatest challenges and opportunities - from climate change to engaging with Traditional Owners, housing affordability and rapidly changing demographics, enhancing our agricultural systems, to growing our towns and cities and protecting valued landscapes. Come join the conversation on improving the planning system's tools and policies to strengthen and support rural and regional Victoria.

This conference aims to increase the knowledge and skills of local government planners, build collaboration, and equip planning professionals and elected decision makers with new knowledge and ways to respond to local issues. The conference achieves this through sharing leading practice case studies and examples and by delving into policy issues that are driving the work priorities for planners in rural and regional Victoria.

The conference covers five themes:

- Transformation and change in rural and regional Victoria
- Traditional owners and connection to Country
- Housing rural and regional Victorians for more equitable communities
- Protecting and enhancing Victoria's distinctive landscapes and natural resources
- Planning for resilient and thriving rural and regional communities

With an audience comprised of Local government strategic and statutory land use planners, managers and directors, mayors and councillors, state government planners, policy staff, managers and directors, and private sector/consultant urban and rural planners, up to 180 delegates are expected to attend the conference and dinner.

The Department of Transport and Planning (DTP) is the Principal Sponsor for this conference and has been the Principal Sponsor for the last two MAV Rural and Regional Planning Conferences. The MAV is grateful to DTP for their ongoing support.

## Conference Venue

The venue for the Rural & Regional Planning Conference is RACV Goldfields Resort, Creswick, located at 1500 Midland Hwy, Creswick VIC 3363.

The Conference will be held in The Ballroom.



## MAV Health & Wellbeing Guidelines

The MAV is committed to establishing and maintaining a safe and secure environment and to mitigate the risk of coronavirus (COVID-19) and Influenza transmission in our delivery of events. We ask that when attending our events, you please consider the following:

- If required, wear a mask indoors to protect yourself and others.
- Ensure safe hygiene by washing hands regularly and using hand sanitizer.
- Stay home if you are feeling unwell or showing any respiratory or COVID-19 symptoms.

## Event Marketing

The Rural & Regional Planning Conference will be promoted via the following channels:

- Conference Registration Website
- [MAV Website Upcoming Events](#)
- MAV Bulletin – approx. 5,400 subscribers
- MAV ‘What’s On’ – approx. 1000 local government subscribers
- MAV LinkedIn – approx. 12,500 followers
  - Keynote Speaker promotion via LinkedIn
- MAV Insider – approx. 70 MAV staff members
- MAV Comms Update – approx. 450 council communicator subscribers
- MAV President’s Update – approx. 900 subscribers (Mayors and Councillors)

## Key Dates

Application close date	<b>Friday, 31 May 2024 or until all packages are sold</b>
Logos and sponsorship information for promotional purposes	<b>ASAP post sponsorship confirmation from MAV</b>
Sponsorship payment received	<b>30 days upon receipt of invoice from MAV</b>

\*Further items and key dates will be provided once sponsorship is confirmed.

# Sponsorship Packages & Inclusions

The MAV Rural and Regional Planning Conference provides a unique opportunity for sponsors to gain excellent exposure across the Victorian local government sector.

Please note that delegate contact details will be supplied to sponsors post-event (this only includes details of attendees who opt-in to receive information from sponsors).

# Dinner Sponsor

**\$10,000** ex GST

## Package Availability: 1

The Dinner Sponsor will be acknowledged during the dinner, enjoying exposure pre and during the conference, with branding opportunities in documentation and on-site signage.

The Dinner Sponsor package includes:

### Exclusive Sponsorship Element:

- ✓ Exclusive sponsorship branding to the dinner
- ✓ Acknowledgement by the Chair/MC, at the start of the conference, end of day 1 and at dinner
- ✓ Opportunity to address attendees at the dinner (up to 5 minutes, content subject to MAV approval)
- ✓ x1 freestanding banner on stage at the dinner
- ✓ Company logo branding in dinner menu placed on all tables (subject to venue approval)
- ✓ Company logo branding in event programme (Sponsorship page - Tiered)

### Exhibition Stand:

- ✓ 1 x Trestle table and 2 x chairs
- ✓ Opportunity to offer merchandise to delegates (subject to MAV approval)

### Marketing & Promotion:

- ✓ Company logo displayed on registration website and hyperlinked to company website (Tiered)
- ✓ Full access to delegate contact details (subject to delegate consent)
- ✓ Conference sponsorship promotion via the following channels:
  - MAV Website
  - MAV Bulletin – approx. 5,400 subscribers
  - MAV 'What's On' – approx. 1000 local government subscribers
  - MAV LinkedIn – approx. 12,500 followers
    - Keynote Speaker promotion via LinkedIn
  - MAV Insider – approx. 70 MAV staff members
  - MAV Comms Update – approx. 450 council communicator subscribers
  - MAV President's Update – approx. 900 subscribers (Mayors and Councillors)

### Conference Attendance:

- ✓ x2 exhibitor passes to exhibit at the Conference
- ✓ x4 dinner passes

# Lunch Sponsor

**\$8,000** ex GST

## Package Availability: 1

The Lunch Sponsor will be acknowledged before and during the lunch break on both days, enjoying exposure pre and during the conference, with branding opportunities in documentation and on-site signage.

The Lunch Sponsor package includes:

### Exclusive Sponsorship Element:

- ✓ Exclusive sponsorship branding at lunch break
- ✓ Acknowledgment as the Lunch Sponsor by the conference Chair, before delegates break for lunch on both days
- ✓ Speaking opportunity (up to 2 minutes) before lunch on Day 1 (content subject to MAV approval)
- ✓ Display of up to 4 freestanding banners in the catering area during the lunch break
- ✓ Sponsorship branding in Conference Programme (Sponsorship page - Tiered)
- ✓ Sponsorship branding on on-screen Sponsors Loop (throughout event)

### Exhibition Stand:

- ✓ 1 x Trestle table and 2 x chairs
- ✓ Opportunity to offer merchandise to delegates (subject to MAV approval)

### Marketing & Promotion:

- ✓ Company logo displayed on registration website and hyperlinked to company website (Tiered)
- ✓ Company logo displayed on all major signage at the venue
- ✓ Full access to delegate contact details (subject to delegate consent)
- ✓ Conference sponsorship promotion via the following channels:
  - MAV Website
  - MAV Bulletin – approx. 5,400 subscribers
  - MAV 'What's On' – approx. 1000 local government subscribers
  - MAV LinkedIn – approx. 12,500 followers
    - Keynote Speaker promotion via LinkedIn
  - MAV Insider – approx. 70 MAV staff members
  - MAV Comms Update – approx. 450 council communicator subscribers
  - MAV President's Update – approx. 900 subscribers (Mayors and Councillors)

### Conference Attendance:

- ✓ x2 exhibitor passes to exhibit at the Conference



# Coffee Cart Sponsor

**\$8,000** ex GST

## Package Availability: 1

The Coffee Cart Sponsor will be acknowledged as a supporter of the conference, enjoying maximum exposure both pre and during the conference, with branding opportunities in documentation and on-site signage. The coffee cart, providing barista made café quality coffee, is always a popular addition for delegates.

This Coffee Cart Sponsor package includes:

### Exclusive Sponsorship Element:

- ✓ Exclusive sponsorship branding to Coffee Cart for the conference
- ✓ Acknowledgment as the Coffee Cart Sponsor by the conference Chair
- ✓ Opportunity to offer merchandise to delegates i.e. KeepCups (subject to approval)
- ✓ 1 freestanding banner next to Coffee Cart
- ✓ Sponsorship branding in Conference Program (Sponsorship page - Tiered)
- ✓ Company logo on digital door signage (based on venue approval)

### Exhibition Stand:

- ✓ 1 trestle table and 2 chairs
- ✓ 1 freestanding banner

### Marketing & Promotion

- ✓ Company logo displayed on conference registration website (Tiered)
- ✓ Sponsorship branding on onscreen sponsor's slide
- ✓ Full access to delegate contact details post event (subject to delegate consent)
- ✓ Conference sponsorship promotion via the following channels:
  - MAV Website
  - MAV Bulletin – approx. 5,400 subscribers
  - MAV 'What's On' – approx. 1000 local government subscribers
  - MAV LinkedIn – approx. 12,500 followers
    - Keynote Speaker promotion via LinkedIn
  - MAV Insider – approx. 70 MAV staff members
  - MAV Comms Update – approx. 450 council communicator subscribers
  - MAV President's Update – approx. 900 subscribers (Mayors and Councillors)

### Conference Attendance:

- ✓ x2 exhibitor passes to exhibit at the Conference

# Year in Review Sponsor

\$7,500 ex GST

Package Availability: **SOLD**

The Year in Review sponsor will be acknowledged as supporting and hosting this ongoing and popular session in the program. This package offers exposure pre and during the Conference, with branding opportunities in documentation and on-site signage.

The Year in Review is an enduring panel event on the MAV Rural and Regional Conference Program. The panel is included in the program every year and is a highly valued opportunity for delegates to hear directly from the most senior members of Planning Panels Victoria (PPV) and the Victorian Civil and Administrative Tribunal (VCAT). Delegates always appreciate the opportunity to ask questions on the emerging trends, cases of note and the biggest planning issues before PPV and VCAT.

The Year in Review Sponsor package includes:

## Exclusive Sponsorship Element:

- ✓ Preparation for and facilitation of the Year in Review session (60 minutes length) on day 2
- ✓ Exclusive sponsorship branding for the Year in Review session
- ✓ Acknowledgement by the conference MC before Year in Review session
- ✓ X1 freestanding banner on stage during the session
- ✓ Company logo branding in event program (Sponsorship page - Tiered)
- ✓ Sponsorship branding on slide introducing the session

## Exhibition Stand:

- ✓ 1 x Trestle table and 2 x chairs
- ✓ Opportunity to display 1 x freestanding banner

## Marketing & Promotion:

- ✓ Company logo displayed on registration website and hyperlinked to company website (Tiered)
- ✓ Sponsorship branding on onscreen Sponsors slide (throughout event)
- ✓ Full access to delegate contact details (subject to delegate consent)
- ✓ Conference sponsorship promotion via the following channels:
  - MAV Website
  - MAV Bulletin – approx. 5,400 subscribers
  - MAV 'What's On' – approx. 1000 local government subscribers
  - MAV LinkedIn – approx. 12,500 followers
    - Keynote Speaker promotion via LinkedIn
  - MAV Insider – approx. 70 MAV staff members
  - MAV Comms Update – approx. 450 council communicator subscribers
  - MAV President's Update – approx. 900 subscribers (Mayors and Councillors)

## Conference Attendance:

- ✓ x1 conference and dinner pass for facilitator of the Year in Review session
- ✓ x2 exhibitor passes to exhibit at the Conference and to attend dinner

# Workshop sponsor

**\$7,500** ex GST

Package Availability: **SOLD**

One exclusive workshop sponsor is available in 2024. This package is tailored to give the sponsor the opportunity to develop and host a workshop. It offers unique exposure to our delegates pre and during the Conference, with branding opportunities in documentation and on-site signage.

The workshop sponsor package includes:

## Exclusive Sponsorship Element:

- ✓ Develop and host a workshop for 1.5hrs on Day 1 of the conference (content subject to MAV approval)
- ✓ Exclusive sponsorship branding for the workshop
- ✓ Acknowledgement by host
- ✓ X1 freestanding banner on stage during the workshop
- ✓ Company logo branding in event program (Sponsorship page - Tiered)
- ✓ Sponsorship branding on slide introducing the workshop

## Exhibition Stand:

- ✓ 1 x Trestle table and 2 x chairs
- ✓ Opportunity to display 1 x freestanding banner

## Marketing & Promotion:

- ✓ Company logo displayed on registration website and hyperlinked to company website (Tiered)
- ✓ Sponsorship branding on onscreen Sponsors slide (throughout event)
- ✓ Full access to delegate contact details (subject to delegate consent)
- ✓ Conference sponsorship promotion via the following channels:
  - MAV Website
  - MAV Bulletin – approx. 5,400 subscribers
  - MAV 'What's On' – approx. 1000 local government subscribers
  - MAV LinkedIn – approx. 12,500 followers
    - Keynote Speaker promotion via LinkedIn
  - MAV Insider – approx. 70 MAV staff members
  - MAV Comms Update – approx. 450 council communicator subscribers
  - MAV President's Update – approx. 900 subscribers (Mayors and Councillors)

## Conference Attendance:

- ✓ x1 conference and dinner pass for principal facilitator
- ✓ x2 exhibitor passes to exhibit at the Conference and to attend dinner

# Exhibitor Sponsor

**\$3,500** ex GST

## Package Availability: 5

The Exhibitor Sponsor will enjoy exposure pre and post the Conference, with branding opportunities in documentation.

The Exhibitor Sponsor package includes:

### Exhibition Stand:

- ✓ 1 x Trestle table and 2 x chairs
- ✓ Opportunity to display 1 x freestanding banner

### Marketing & Promotion:

- ✓ Company logo displayed on registration website and hyperlinked to company website (Tiered)
- ✓ Full access to delegate contact details (subject to delegate consent)
- ✓ Conference sponsorship promotion via the following channels:
  - MAV Website
  - MAV Bulletin – approx. 5,400 subscribers
  - MAV 'What's On' – approx. 1000 local government subscribers
  - MAV LinkedIn – approx. 12,500 followers
    - Keynote Speaker promotion via LinkedIn
  - MAV Insider – approx. 70 MAV staff members
  - MAV Comms Update – approx. 450 council communicator subscribers
  - MAV President's Update – approx. 900 subscribers (Mayors and Councillors)

### Conference Attendance:

- ✓ x2 exhibitor passes to exhibit at the Conference

# Booking/Application Form

By completing the Application Form, you are applying to sponsor the 2024 Rural & Regional Planning Conference to be held 20-21 June 2024.

Please complete all the required details set out in the Application Form in full and submit the Application Form to Municipal Association of Victoria by 5pm on **Friday 31 May 2024**.

## Return to:

Anuhari Mallawarachchi  
Events & Sponsorship Coordinator  
Phone: 03 9667 5526  
Email: [learningandevents@mav.asn.au](mailto:learningandevents@mav.asn.au)

- Confirmation of your application will be acknowledged by email
- Applications for sponsorship made in any other form or incomplete and/or unsigned Sponsorship Agreements will not be accepted
- All exhibition space and sponsorship opportunities in respect of this Event will be allocated at the absolute discretion of the Organiser
- The Organiser retains the right to reject any Application, without provision of reasons
- The Event sponsors' booths will be allocated first
- The Sponsor acknowledges that this Application is not binding until the Organiser has accepted the Sponsor's Application and has executed the Sponsorship Agreement

## Personal Information Collection Statement

As part of completing this Application Form to sponsor the Event, you will need to read and agree to this Personal Information Collection Statement.

This Personal Information Collection Statement relates to the collection of personal information in relation to the Event.

The Event is held by Municipal Association of Victoria ABN 24 326 561 315 (we, us or our).

We collect and use personal information about you to engage with you in relation to the Event. We may also use your personal information for related purposes including to request your feedback on the products and services provided by us.

Wherever possible we will collect personal information directly from you including information that you directly supply when completing the Application Form. Such information collected includes your name, phone number, email address and street address. If you do not provide all the personal information we request from you, you will not be able to take part in sponsoring the Event.

We may disclose personal information about you to third party agents and service providers to assist us in conducting, administering and publicising the Event, and in the operation of our business to conduct the Event.

Your personal information will not likely be disclosed to overseas recipients. Our Privacy Policy contains information about how you may request access to and correction of personal information we hold about you, or to make a complaint about an alleged breach of the Privacy Principles. Our Privacy Policy can be found at <https://www.mav.asn.au/privacy>.

You agree to us using your personal information in relation to the Event and to promote products and services to you. If you no longer wish to receive promotional information from us, you may advise us of your wish. Our Privacy Policy contains information about how you may send your request to us.

Individuals who do not provide the personal information requested on the Application Form will not be able to sponsor the Event.

If you have any queries about privacy, please contact our Privacy Officer, GPO Box 4326 Melbourne VIC 3001, by email [reception@mav.asn.au](mailto:reception@mav.asn.au) or by phone +61 3 9667 5555.

Sponsor applicant to complete			
Company Name:			
ACN/ABN:			
Address:			
Contact Name:			
Position:			
Telephone:		Mobile:	
Email:			
Sponsorship type and amount: Please select 3 preferences only, listed 1 - 3			
Select 3 preferences only (Labelling 1, 2 & 3)	Sponsorship Type	Sponsorship Amount (Excluding GST)	
	Dinner Sponsor	\$10,000	
	Lunch Sponsor	\$8,000	
	Coffee Cart Sponsor	\$8,000	
SOLD	Year in Review Sponsor	\$7,500	
SOLD	Workshop Sponsor	\$7,500	
	Exhibitor Sponsor (x 5 available)	\$3,500	
By ticking the boxes below, I declare that:			
<input type="checkbox"/>	I have read and understood, and I accept the Personal Information Collection Statement and the Terms and Conditions stated in this Application Form.		
<input type="checkbox"/>	I agree to my personal information being collected, used and disclosed in the manner it describes. I agree to notify any person whose personal information I have provided on this form about the Personal Information Collection Statement.		
Name (Print please)			
Signature:		Date:	

# Terms & Conditions

## 1. Background

- 1.1. The Organiser wishes to hold the Event on the Event Date.
- 1.2. The Sponsor/Exhibitor wishes to acquire the Sponsor/Exhibitor Benefits.
- 1.3. The Organiser has requested and the Sponsor/Exhibitor has agreed to Sponsor/Exhibitor the Event on the terms and conditions of this Agreement.

## 2. Definitions

In this Agreement:

**'Agreement'** means this Sponsor/Exhibitor Agreement including the Application, the prospectus and any schedules or annexures.

**'Agreement Details'** means the agreement details set out on page 9 of this prospectus.

**'Application'** means the application form to be a Sponsor/Exhibitor of the Event completed by the Sponsor/Exhibitor and submitted to the Organiser.

**'Commencement Date'** means the date specified in item 1 of the Agreement Details.

**'Event'** means the event specified in item 5 of the Agreement Details.

**'Event Date'** means the event date specified in item 6 of the Agreement Details.

**'Event Time'** means the event time specified in item 7 of the Agreement Details.

**'Force Majeure Event'** means any circumstances beyond the control of a party that results in that party being unable to perform an obligation under this Agreement, either at all or within the time required, including acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, sabotage and revolution, industrial disputes (provided that such industrial dispute is not specific to that party), epidemic, pandemic or public health emergency, or any resulting governmental action including work stoppages, mandatory business, service or workplace closures, full or partial lockdowns of affected areas, quarantines, border closures and travel restrictions.

**'Insolvency Event'** means:

- a) an order is made appointing a liquidator or provisional liquidator in respect of the party;
- b) a receiver, receiver and manager or administrator is appointed or a mortgagee takes possession of any of the assets or the whole or any part of the undertaking of the party;
- c) the party enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors or proposes a reorganisation, moratorium or other administration involving them or any of them, except to reconstruct or amalgamate on terms approved by the other party;
- d) the party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- e) anything analogous or having a substantially similar effect to any of the events specified in this definition occurs.

**'Intellectual Property Rights'** means all intellectual property rights throughout the world, including:

- a) copyright, inventions, patents, trademarks, trade names, logos, service marks, designs, semi

a conductor or circuit layout rights and other related rights, whether created before or after the date of this Agreement and whether or not registered or able to be registered; and

b) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a).

**'item'** means an item in the Agreement Details.

**'Organiser'** means the party named in item 2 of the Agreement Details.

**'Prospectus'** means the prospectus attached to this Agreement and setting out the Agreement Details.

**'Sponsor/Exhibitor'** means the party named in item 3 of the Agreement Details.

**'Sponsor/Exhibitor Benefits'** means the Sponsor/Exhibitor benefits described in item 12 of the Agreement Details.

**'Sponsor/Exhibitor Amount'** means the Sponsor/Exhibitor amount described in the Agreement Details to be paid by the Sponsor/Exhibitor to receive the Sponsor/Exhibitor Benefits.

**'Sponsor/Exhibitor Type'** means the type of package that is selected by the Sponsor/Exhibitor as specified in item 10 of the Agreement Details.

**'Term'** means the term specified in item 8 of the Agreement Details.

**'Venue'** means the venue specified in item 9 of the Agreement Details.

### 3. Sponsor/Exhibitor's obligations

The Sponsor/Exhibitor acknowledges and agrees that:

- 3.1. it will provide all necessary information and material required for the Organiser to carry out its obligations to the Sponsor/Exhibitor, by the dates stipulated by the Organiser;
- 3.2. it will make good and compensate the Venue for damage caused by any act or omission of the Sponsor/Exhibitor or other persons arising from or in connection with the use of the Venue by the Sponsor/Exhibitor;
- 3.3. it must have the display space ready with all exhibits completed and available for display by the time specified by the Organiser before the Event Time;
- 3.4. if the Sponsor/Exhibitor fails to occupy their table by the Event Time, the Organiser is authorised (at its discretion) to cause the table to be occupied in the manner it deems appropriate for the interests of the Event and without releasing the Sponsor/Exhibitor from any liability under this Agreement;
- 3.5. it must keep and maintain their table in good order and provide staff for their booth for the duration of the Event;
- 3.6. it must not damage in any way any walls, partitions, floors or ceiling of the Venue or the exhibition area in which the Sponsor/Exhibitor's table is located;
- 3.7. it must not erect any sign, stand, wall or obstruction which, in the opinion of the Organiser interferes with an adjoining Sponsor/Exhibitor;
- 3.8. it must not sub-let exhibition tables in any manner;
- 3.9. it is responsible for any damage to or loss of its own goods and equipment left in the Venue prior to or after the Event and must secure all goods and equipment during the Event;



- 3.10. all Sponsor/Exhibitor deliveries to the Venue must be prior advised to the Venue and must be marked with the name and date of the Event and Sponsor/Exhibitor;
- 3.11. the Sponsor/Exhibitor is responsible for the prompt delivery, set-up, and removal of all Sponsor/Exhibitor materials unless otherwise notified by the Organiser;
- 3.12. use its best endeavours to maintain and promote the image, goodwill, name and reputation of the Organiser; and
- 3.13. obtain and maintain at its cost any permits, licences, consents or other authorisations required to Sponsor/Exhibit at the Event;
- 3.14. allocations of exhibition booths are not final until the Sponsor/Exhibitor has paid the Sponsor/Exhibitor Amount in full and the allocation has been confirmed in writing by the Organiser; and
- 3.15. the Organiser reserves the right to re-plan the exhibition space and amend the Event program at its absolute discretion.

#### **4. Organiser's obligations**

The Organiser agrees to:

- 4.1. provide the Sponsor/Exhibitor Benefits to the Sponsor/Exhibitor during the Term according to the Sponsor/Exhibitor Type selected by the Sponsor/Exhibitor and take all reasonable steps to assist the Sponsor/Exhibitor to gain the full benefit of the Sponsor/Exhibitor Benefits in accordance with this Agreement;
- 4.2. provide the exhibition table, as detailed in this Agreement, as applicable to the Sponsor/Exhibitor Type selected; and
- 4.3. ensure that table positions will be allocated according to the Sponsor/Exhibitor Type and on a first served basis should the Sponsor/Exhibitors Type be equivalent.

#### **5. Gifts, Prizes & Giveaways**

- 5.1. It is the organiser's policy that no gifts, prizes, give-aways of monetary or other value, free or discounted items or services, benefits or hospitality is offered to conference delegates. This policy is informed by the Local Government Act 2020 (the Act) and is based on the principles of integrity and good governance and seeks to minimise improper practices (real or perceived) and potential conflicts of interest.

Examples include:

- (a) A bottle of wine or spirits
- (b) Tickets to sporting events
- (c) Gift Vouchers
- (d) Corporate hospitality at a corporate facility
- (e) Discounted products for personal use
- (f) Use of a holiday home
- (g) Free or discounted travel
- (h) Free training excursions
- (i) Door prize, raffle draw or voucher where an individual has not personally paid to attend.

- 5.2. Subject to the organiser's approval, merchandise give-aways are permitted at the exhibitor booth for delegates to collect at their discretion, provided these items are available for all delegates.

#### **6. Intellectual Property Rights**

- 6.1. The Sponsor/Exhibitor may not use the Organiser's name or any of its Intellectual Property Rights in connection with the Event or otherwise, without the prior written approval of the Organiser, and such approval shall not be unreasonably withheld for uses in connection with the Event.
- 6.2. The Sponsor/Exhibitor agrees to grant the Organiser a non-exclusive and non-transferable right to use such of their Intellectual Property Rights for the Term to give effect to the Sponsor/Exhibitor Benefits, including using the Sponsor/Exhibitor's logo:
  - 6.2.1. on the Organiser's webpage and electronic communication to promote the Event;
  - 6.2.2. in Event program materials and displays; and
  - 6.2.3. as otherwise agreed in writing between the parties from time to time.
- 6.3. Each party agrees:
  - 6.3.1. that nothing in this Agreement constitutes a grant of or creates to or in favour of a party any goodwill or proprietary right in or in relation to the other party's Intellectual Property Rights and that it must only acknowledge, display, use, publish or otherwise refer to the other party's Intellectual Property Rights according to the terms of this Agreement;
  - 6.3.2. to refrain from using the other party's Intellectual Property Rights in association with or in relation to any activity which affects, or is likely to affect adversely or detrimentally the goodwill and reputation of the other party and not to engage in any conduct which does or may be likely to have such effect;
  - 6.3.3. that, in respect of the other party's trade marks (if any), it must not do any of the acts and will not have any of the powers referred to in section 26 of the Australian Trade Marks Act 1995 (Cth); and
  - 6.3.4. to cease using the other party's Intellectual Property Rights on the termination of this Agreement, or at the end of the Term.
- 6.4. The Sponsor/Exhibitor is responsible for all advertising and other promotional material it provides for the Event and all material displayed or made available by it, or on its behalf, at the Event, and warrants that all such material will:
  - 6.4.1. be original works;
  - 6.4.2. contain no defamatory, obscene or otherwise unlawful matter, or any content which may bring the Organiser into disrepute;
  - 6.4.3. will not infringe the Intellectual Property Rights of any third party; and
  - 6.4.4. not be in any way false, misleading or deceptive or otherwise breach any provision of the Competition and Consumer Act 2010 (Cth).
- 6.5. The Sponsor/Exhibitor will indemnify the Organiser against any loss the Organiser suffers due to a breach of the warranty provided in clause 6.4.
- 6.6. The Sponsor/Exhibitor may not distribute any advertising or other promotional material regarding or mentioning the Event without the prior written approval of the Organiser, which shall not be unreasonably withheld.
- 7. Assignment**
- 7.1. The Sponsor/Exhibitor may not assign its rights under this Agreement without the Organiser's prior written consent.
- 8. Sponsor/Exhibitor Package Amounts and Costs**

- 8.1. In consideration of the Sponsor/Exhibitor Benefits, the Sponsor/Exhibitor must pay the Organiser the Sponsor/Exhibitor Amount as specified in the tax invoice issued by the Organiser.
- 8.2. All costs for Sponsor/Exhibitor packages will be as stated in this Agreement and are inclusive of GST.
- 8.3. Custom Sponsorship or any exhibition requirements other than the standard package may incur additional costs.
- 9. Terms of Payment**
- 9.1. This Agreement will be terminated if the Sponsor/Exhibitor does not pay the Sponsor/Exhibitor Amount in full, 30 days prior to the Event.
- 9.2. In the instance of termination for non-payment, the Sponsor/Exhibitor will not be entitled to any form of compensation or refund for any payment made.
- 10. Amendments/Cancellations**
- 10.1. The Sponsor/Exhibitor may not vary their Application or Sponsor/Exhibitor Type once accepted by the Organiser unless otherwise agreed in writing by the Organiser.
- 10.2. In the event that the Sponsor/Exhibitor wishes to withdraw from Sponsor/Exhibiting at the Event, the Sponsor/Exhibitor must notify the Organiser in writing that it wishes to withdraw from Sponsor/Exhibiting at the Event and the following will apply:
  - 10.2.1. if the Sponsor/Exhibitor withdraws from the Event more than 60 days from the Event Date, 100% of the Sponsor/Exhibitor Amount value paid will be fully refundable to the Sponsor/Exhibitor;
  - 10.2.2. if the Sponsor/Exhibitor withdraws from the Event within 60 days of the Event Date, 50% of the Sponsor/Exhibitor Amount value will be payable by the Sponsor/Exhibitor within 30 days of receiving a tax invoice;
  - 10.2.3. if the Sponsor/Exhibitor withdraws from the Event within 30 days of the Event Date, 75% of the Sponsor/Exhibitors Amount will be payable by the Sponsor/Exhibitor within 30 days of receiving a tax invoice; and
  - 10.2.4. if the Sponsor/Exhibitor withdraws from the Event less than 30 days before the Event Date, 100% of Sponsor/Exhibitor Amount will be payable by the Sponsor/Exhibitor within 30 days of receiving a tax invoice.
- 10.3. The Sponsor/Exhibitor acknowledges and agrees that if the Sponsor/Exhibitor withdraws from the Event:
  - 9.3.1. the Organiser will suffer damage;
  - 9.3.2. all such damage may not be able to be precisely calculated or proved; and
  - 9.3.3. the fee payable under clause 10.2 is not a penalty but is a reasonable and a genuine pre estimate of the damage which would be suffered by the Organiser in such event.
- 10.4. If the Event is cancelled by the Organiser or the Event unable to proceed as scheduled due to a COVID-19 related event (for example, a government imposed lockdown), then the Organiser will promptly notify the Sponsor/Exhibitor and may (in its absolute discretion) do any of the following:
  - 9.4.1. credit or refund the Sponsor/Exhibitor any amounts already paid;
  - 9.4.2. reschedule the Event to another date, in which case there will be no credit or refund offered to the Sponsor/Exhibitor; or

- 9.4.3. discuss with the Sponsor/Exhibitor whether the Event is to be held virtually, in which case the Organiser may offer a partial credit or refund to the Sponsor/Exhibitor of any amounts already paid or a reduced Sponsor/Exhibitor Amount.
- 10.5. The Sponsor/Exhibitor will not be entitled to any further moneys from the Organiser or have any other claim against the Organiser in respect of any cancellation.
- 10.6. If the Event is postponed in whole or in part by the Organiser, then the Organiser will promptly notify the Sponsor/Exhibitor of the details of the postponed Event or postponed day and of the rescheduled event or day. The Sponsor/Exhibitor will not be entitled to any refund or payment of any other moneys or have any other claim against the Organiser in respect of any postponement.
- 10.7. If the Sponsor/Exhibitor does not take advantage of all or any of the Sponsor/Exhibitor Benefits specified in the Agreement Details, it will not be entitled to a refund of, or to withhold payment of, any of the moneys payable by the Sponsor/Exhibitor under this Agreement.

## 11. Termination

- 11.1. The Agreement may be terminated:
- 11.1.1. by the Organiser at any time if it reasonably considers that holding the Event is not in the Organiser's interests;
- 11.1.2. by agreement between the parties;
- 11.1.3. if a party breaches this Agreement and fails to remedy such breach within 10 business days of written request by the other party;
- 11.1.4. immediately by written notice to the other party if the other party suffers an Insolvency Event; or
- 11.1.5. immediately by written notice to the other party if the other party or its directors, officers or employees engage in conduct which materially and substantially damages or adversely affects or is likely to materially and substantially damage or adversely affect the reputation of the party.
- 11.2. If this Agreement is terminated by the Organiser, the Sponsor/Exhibitor will have no obligation to provide any part of the Sponsor/Exhibitor Amount after the date of termination and any unused balance of Sponsor/Exhibitor Amount will be refunded to the Sponsor/Exhibitor within 60 days of the date of termination.
- 11.3. Upon the expiry or termination of this Agreement for any reason, in addition to and without prejudice to any other rights, powers or remedies provided by law:
- 10.3.1. each party is released from its further obligations under this Agreement except those provisions which are intended to survive termination; and
- 10.3.2. each party retains the rights it has against the other party which accrued prior to termination.

## 12. Insurance

- 12.1. The Sponsor/Exhibitor shall take out and maintain the following insurance policies during the Event and for 7 years after the expiration of the Term:
- 12.1.1. public liability insurance with a reputable insurer for an amount of not less than \$5,000,000 per claim; and
- 12.1.2. professional indemnity insurance with a reputable insurer for an amount of not less than \$5,000,000 per claim.

### **13. Warranties and Indemnities**

- 13.1. The Sponsor/Exhibitor indemnifies the Organiser from and against any claims, losses and damages which may arise in respect of any breach by it of any warranty or provision of this Agreement, irrespective of whether or not the breach gives rise to termination.
- 13.2. At the Commencement Date, each party gives and makes the usual representations and warranties for arrangements of this nature, including, without limitation, representations regarding existence and standing, authorization and validity, no conflict, accuracy of financial information, absence of litigation and contingent obligations, compliance with laws, ownership of property, insurance and the absence of default.
- 13.3. The Sponsor/Exhibitor must comply with all applicable laws governing the protection of Intellectual Property Rights including but not limited to copyright, trademarks, patents, or trade secrets and agree to fully indemnify and hold harmless the Organiser in respect of any claim for any loss or damage of any kind arising from breach of such laws during, or in conjunction with the Event.
- 13.4. To the fullest extent permitted by law, the Organiser's liability to the Sponsor/Exhibitor for breach of any implied warranty or condition in relation to services supplied or offered by the Organiser under or in respect of this Agreement whether in contract, tort (including negligence), statute or any other cause of action which cannot be excluded is limited to, at the Organiser's discretion the amount of the Sponsor/Exhibitor Amount paid to the Organiser under this Agreement.
- 13.5. The Organiser will not be liable for the negligence of a Sponsor/Exhibitor prior, during or following the Event and the Sponsor/Exhibitor agrees to indemnify and hold harmless the Organiser in respect of any claim for loss or damage of any kind arising out of or in connection with the Event.
- 13.6. This clause survives the expiry or termination of this Agreement.

### **14. Compliance**

- 14.1. The Sponsor/Exhibitor must comply with all applicable laws and regulations and all reasonable directions from the Organiser and the owner of the Venue.

### **15. Confidentiality**

- 15.1. For the purpose of this clause, Confidential Information means any information (whether furnished in writing or orally) which is disclosed by one party (Discloser) to the other party (Recipient), or otherwise obtained by the Recipient, which relates directly or indirectly to the business, trade secret, operation, customer or affair of the Discloser, including the Sponsor/Exhibitor Amount, and any Intellectual Property Rights of the Discloser, but does not include information which:
  - 15.1.1. was, and can be demonstrated to have been, known to the Recipient prior to its communication by the Discloser (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality);
  - 15.1.2. is or comes into the public domain otherwise than through any default of the Recipient or through any disclosure by any person acquiring the same from the Discloser;
  - 15.1.3. is disclosed to the Recipient by a third party having no obligations of confidence to the Discloser in respect thereof, and has not been disclosed to that third party in consequence of a breach of confidence.
- 15.2. Each party agrees:
  - 15.2.1. not to use Confidential Information for any reason or purpose other than in connection with the Event; and

- 15.2.2. not to disclose Confidential Information to any third party without the owner's prior written consent.

## **16. Dispute**

- 16.1. If any dispute arises in relation to this Agreement, the parties will endeavour to settle the dispute by discussions between senior executives of the Sponsor/Exhibitor and of the Organiser
- 16.2. If the dispute is not resolved above within 14 days (or such other period as agreed in writing by the parties) after written notice of the dispute has been given by one party to the other, the parties must refer the dispute to mediation to be conducted by a mediator nominated by the Australian Disputes Centre to be conducted in accordance with that body's guidelines for mediation or those agreed by the parties. The mediator's costs will be shared equally by the parties.
- 16.3. If the dispute has not been settled within 28 days after the appointment of the mediator, then either party may take whatever action it chooses to enforce its rights.
- 16.4. This clause will not affect either party's rights to terminate this Agreement or to seek interlocutory relief in a court of competent jurisdiction.
- 16.5. This clause will survive termination of this Agreement.

## **17. Force Majeure**

- 17.1. Neither party shall be liable for any delay or failure to perform its obligations pursuant to this agreement if such delay is due to a Force Majeure Event.
- 17.2. If a party is prevented from carrying out its obligations under this agreement as a result of Force Majeure Event, it must use its best endeavours to mitigate the impact on the other party.
- 17.3. If a Force Majeure Event causes delays in the performance of part or all of this Agreement of more than 28 days, and the parties agree on a course of action, then either party terminate this Agreement immediately by written notice to the other party.

## **18. Notices**

- 18.1. A notice or other communication given to a party under this Agreement must be in writing and in English, and must be delivered to the party by:
- 18.1.1. delivering it personally to the party;
- 18.1.2. leaving it at the party's address set out in the notice details; or
- 18.1.3. email to the party's email address set out in the notice details.
- 18.2. If the person to be served is a company, the notice or other communication may be served at the company's registered office.
- 18.3. The notice details of each party are set out the Agreement Details (or as notified by a party to the other parties according to this clause).
- 18.4. Any party may change its notice details by giving notice to the other parties.
- 18.5. A notice or other communication is taken to be delivered:
- 18.5.1. if delivered personally or left at the person's address, upon delivery;
- 18.5.2. if posted within Australia to an Australian address: using express post, 2 Business Days after posting; and using any other prepaid post, 6 Business Days after posting;
- 18.5.3. if delivered by email, at the time the email left the sender's email system, unless the sender receives notification that the email was not received by the recipient.

18.6. Despite clause 18.5, a notice or other communication which is received after 5.00pm or on a non-business day (each in the place of receipt), is taken to be delivered at 9.00am on the next business day in the place of receipt.

## 19. Interpretation

- 19.1. Unless the contrary intention appears, a reference in this Agreement to:
- 19.1.1. a document (including this Agreement) includes any variation or replacement of it;
  - 19.1.2. a clause, schedule, annexure, attachment or exhibit is a reference to a clause in, or a schedule, annexure, attachment or exhibit to, this Agreement;
  - 19.1.3. a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - 19.1.4. law includes common law, principles of equity, and laws made by parliament (including State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
  - 19.1.5. the singular includes the plural and vice versa;
  - 19.1.6. the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
  - 19.1.7. a particular person includes a reference to the person's executors, administrators, successors and substitutes (including persons taking by novation) and assigns;
  - 19.1.8. a reference to a party includes its employees, related body corporate or related entity;
  - 19.1.9. a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
  - 19.1.10. an amount of money is a reference to the currency the country where the provision of the Services occurred;
  - 19.1.11. a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;
  - 19.1.12. a day is to a calendar day and is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
  - 19.1.13. the words "include", "including", "for example" or "such as" are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind.
- 19.2. Headings are included for convenience only and are not to affect the interpretation of this Agreement.

## 20. General

- 20.1. If a commercial need arises to replace this Agreement with a more detailed document, the parties agree to commission the preparation and execution of such detailed agreement consistent with the terms and conditions set out in this Agreement.
- 20.2. The Sponsor/Exhibitor and their agents, representatives, employees or contractors attending the Event must comply with the Agreement, all rules and regulations stipulated by the Organiser and/or the Venue, and all applicable laws including but not limited to occupational health and safety.
- 20.3. If any term or condition is determined to be illegal, invalid or otherwise unenforceable, it will be severed from these terms and conditions and the remaining terms and conditions will survive and remain in full force and effect.

- 20.4. The parties agree that the relationship between them will be that of independent contractors and not partners at law. Neither party will be liable for the acts or omissions of the other. Neither party may act or purport to act as the agent of or to have the authority to bind the other to any legal obligations or contract.
- 20.5. Legal costs associated with preparing this Agreement and any replacement agreement are a cost of the Event.
- 20.6. The governing law of this Agreement is the State of Victoria. The parties agree to submit to the non-exclusive jurisdiction of Victoria.
- 20.7. This document may be executed in any number of counterparts all of which taken together constitute one agreement and instrument.





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