

TERMS AND CONDITIONS

These terms and conditions constitute the agreement between a sponsor and the Medical Oncology Group of Australia Incorporated ABN 94 601 175 669) (**MOGA**) for sponsorship of the **MOGA 2023 Annual Scientific Meeting (ASM)** 2-4 August 2023 at the Perth Convention and Exhibition Centre and other venues in Perth. This agreement will be governed by the laws applying in New South Wales.

BOOKING AND PAYMENT

To secure an ASM Sponsorship an authorised company representative must complete and return the Booking Form as directed. On receipt a confirmation will be sent with a tax invoice for payment due 24 days from the invoice date.

All payments due must be received by MOGA prior to the ASM.

All amounts are quoted in Australian dollars excluding Goods and Services Tax (GST).

Payment can be made by credit card (Mastercard, Visa or Amex only), cheque or EFT.

Refunds will only be processed to the credit card or bank account of the organisation or institution from which the payment was received.

Sponsorship opportunities will be allocated on a first come-first-serve basis as receipt of Booking Forms and payment; exhibition booths will be allocated based on sponsorship status, then in order of receipt of application.

MOGA reserves the right to accept or reject any application for sponsorship at its discretion.

EXHIBITION

MOGA shall determine the Exhibition design and access hours including any variations. Which will be advised to Sponsors.

Sponsors will ensure that their Exhibition Booth is operational and attended by registered company personnel (all personnel must be registered) at all opening times and move-out will not commence until after the area closes on Friday 4 August 2023; and there is no obstruction of any form or excessive noise that inconveniences others.

Sponsors may not assign or sublet any part of their exhibition space and sponsor registrations are not transferable.

The Sponsor agrees that MOGA will not be responsible for any loss or damage to property of a Sponsor, at the ASM, in transit to/from and within its boundaries for any reason whatsoever, for the duration of the official move in and move-out.

All property under the control and custody of the Sponsor, at the ASM are the total responsibility of the Sponsor in relation to insurance protection and coverage.

REGISTRATION

The Sponsor will be allocated complimentary ASM registrations (including access to the ASM social activities) as detailed in the Prospectus and is responsible for the registration of their staff and guests via the online registration form before the closing date for registration.

The Sponsor is responsible for all costs associated with their staff's participation in the ASM; and agrees to not seek payment or compensation from MOGA for such costs for any reason, including if the ASM is delayed, postponed or cancelled.

By registering for and attending the ASM, the Sponsor, their staff and guests agree to comply with these Terms and all applicable laws, ASM policies and procedures; and acknowledge and consent that during the ASM their image or voice may be recorded via video, photograph or by any other means by MOGA and distributed or published at the discretion of MOGA. If you do not wish to be recorded, you are required to formally advise MOGA in advance by email.

ASM

MOGA will take reasonable measures to ensure the safety of its ASM, including implementing any safety precautions recommended by Venues, site operators or public health authorities. To the extent permitted by law, MOGA excludes all liability for any injuries or illness the Sponsor may sustain or contract at the ASM.

Sponsors are required to take due care and attention in order to prevent injury and property damage. MOGA cannot be held responsible nor liable for damage caused by the act or omission of a Sponsor or its servants, agents, licensees, contractors or subcontractors who will also be responsible for always complying with workplace health and safety standards.

Sponsors, contractors, delivery drivers in the Exhibition area etc. must wear high visibility vests and closed in shoes during the move in and move out hours of an Event. Children are not permitted on site at a venue during these times.

The Venue provides 24-hour monitoring of the site by event staff and overnight security by accredited security services from the official start of set up (the official set up times may vary and will be advised and upon checking at an Event) through until 8am on the day after the last day of the ASM.

MOGA reserves the right to make changes to the ASM, including in relation to the Venue, dates, times, physical capacity of the Venue, ASM speakers and ASM program, at any time. Sponsors will be advised of any changes but no refunds will be provided.

The Sponsor must observe the rules, regulations and procedures as prescribed by MOGA and Venues.

Information on the ASM website and in ASM Materials is correct at the time of publication, but MOGA reserves the right to change this information where necessary without notice.

MEDICINES AUSTRALIA CODE OF CONDUCT

Sponsors must comply with the Medicines Australia Code of Conduct <https://www.medicinesaustralia.com.au/code/about-the-code/code-of-conduct-current-edition/>

POSTPONEMENT OR CANCELLATION BY MOGA

If the ASM is postponed or cancelled by MOGA for any reason save Force Majeure, MOGA will notify the Sponsor in writing and any funds received to date will be refunded in full unless any expenses have been incurred and MOGA's liability limited to that amount, within 20 working days of the Sponsor requesting in writing that the amount be refunded; and

The Sponsor is not entitled to claim for any loss or damage, and other expenses due to the cancellation or postponement. Insurance to protect against such losses is at the Sponsor's discretion.

CANCELLATION BY THE SPONSOR

If the Sponsor provides notification in writing at moga@moga.org.au of cancellation of sponsorship for the ASM and any related payments:

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- Prior to 7 April 2023 they are liable for 50% of the sponsorship package selected and any related payments;
- From 8 April 2023 they are liable for 100% of the sponsorship package selected and any related payments.

UNFORESEEN CIRCUMSTANCES-FORCE MAJEURE

If the ASM is postponed or cancelled due to Unforeseen Circumstances-Force Majeure the Sponsor shall not be entitled to any claim for any loss or damage.

LIABILITY

The Sponsor acknowledges that the Sponsor and their registered delegates attend the ASM at their own risk. To the maximum extent permitted by law, MOGA excludes all liability in respect of any damage or loss that the Sponsor and their registered delegates may incur to a person or their property in connection with attendance at an ASM.

The Sponsor is responsible for all personal injury or damage to property arising in connection with the ASM, however caused.

It is an inherent obligation of the Sponsor to secure, at their own cost, insurance in respect of all potential claims and losses and indemnify and hold harmless MOGA, from all liability which might ensue from any cause resulting or connected with the ASM. The Sponsor is required to submit their Public Liability and Property Insurance Policy to the value of \$20 million prior to the ASM.

REFUNDS AND DISCOUNTS

If Sponsor's marketing material is not received by the due date or in the wrong format, MOGA will not be responsible for the non-inclusion, visual display quality or any loss and the Sponsor will not be entitled to any refund or reduction in the payments to be made.

Refunds or discounts will not apply for any benefits, services and facilities not used or required including the non-use of standard exhibition modules.

INTELLECTUAL PROPERTY

All of the intellectual property rights in materials used to advertise the ASM or provided to the Sponsor in connection with an ASM belong to MOGA. The Sponsor may use such materials only with MOGA's prior written consent.

MOGA will use reasonable efforts to ensure that all ASM information is accurate and up to date but does not guarantee the accuracy or completeness of the information provided and the Sponsor should not rely on it. MOGA will not be liable for any damage or loss that the Sponsor may incur as a result of information being inaccurate or incomplete in any way.

To the extent that the Sponsor provides materials to MOGA for the ASM the Sponsor remains the owner of the content but grants MOGA an irrevocable, worldwide, perpetual, non-exclusive license to use, reproduce and communicate to the public the content for the purposes of marketing and managing the ASM.

PRIVACY

MOGA complies with the Privacy Act 1988 (Australia) in relation to the collection, use and disclosure of personal information.

COVID-19 COMPLIANCE

The Sponsor agrees to comply with all Venue, National and State COVID-19 restrictions and social distancing requirements which may apply at the time and location of the ASM.

NOTICES

The Sponsor consents to MOGA providing communications by email or electric communications via the designated contact noted on the Booking form. MOGA cannot be held responsible if the Sponsor does not receive any communication.

CONTACT

MOGA Secretariat
145 Macquarie Street Sydney NSW 2000
E: moga@moga.org.au
W: www.moga.org.au

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