

TEFMA²⁴ CONFERENCE

The Fellowship of Ideas:
Envisioning Tomorrow

15-18 September 2024
Cordis, Auckland, New Zealand

**CONNECT WITH US
FOR PARTNERSHIPS**

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The Association Specialists

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 **TEFMA**

INVITATION TO PARTNER

TEFMA's purpose is to guide and influence the transformation of the higher education built environment into a vibrant and sustainable community.

TEFMA covers the full range of functions in tertiary facility management including planning, construction, maintenance, operations, grounds, assets, master planning, security, data, and space management. The Association has some 1,750 members representing 66 tertiary education institutions and 4 affiliated associations in Australasia, with global strategic partners in the United States of America (APPA), United Kingdom (AUDE) and Southern States of Africa (HEFMA).

The TEFMA24 Annual Conference will be in Auckland, New Zealand from Sunday 15 September to Wednesday 18 September 2024. We'll host Australian, New Zealand and other international professionals working in higher education property and facilities management and build on the enormous success of TEFMA23 in Sydney which attracted close to 500 face to face attendees last year.

TEFMA24 promises to be packed with an exciting face-to-face program that will allow members and business partners to meet, create or renew friendships, and solidify networks.

The conference theme is *The Fellowship of Ideas: Envisioning Tomorrow*.

- + **Fellowship** conveys our sense of community, collaboration, and shared purpose.
- + **Ideas** are the essence of creativity and innovation, and the building blocks of progress, change, and solutions development.
- + **Envisioning** awakens your imagining, conceptualising, and a forward-looking perspective that goes beyond the present.
- + **Tomorrow** symbolises the future, the uncharted territory that lies ahead.

As a Partner of TEFMA24, you will maximise your brand awareness, emphasise your commitment to the tertiary education sector, and leverage opportunities to experience maximum exposure to key University professionals.

TEFMA's members are deeply connected to the communities within which they operate and your involvement at the TEFMA24 Conference would provide a welcome boost following a highly challenging period over the last few years.

We hope to partner with you at Auckland in September 2024!

Cheers from the Organising Committee

Adam Perry, University of Melbourne
Blair Daly, Auckland University of Technology
Craig Appleton, Monash University
Dominic Marafioti, University of South Australia
Emmett Mackle, University of Auckland
Michael Bird, University of Tasmania
Muru Mohan, University of Auckland
Rebecca Pearce, RMIT University
Renee Stortz, University of Wollongong
Rory Chacko, Auckland University of Technology
Sam Wishart, La Trobe University
Simon Neale, University of Auckland



REASONS TO PARTNER WITH TEFMA24

Promote your business to a targeted market audience by

- + Leading the agenda on key industry issues by submitting an abstract for presentation - more details [HERE](#). Please note your abstract should represent your partnership with a higher education institution and the higher education representative should be the lead author and presenter.
- + Exclusive branding opportunities including the conference dinner, welcome reception, Wi-Fi, conference app, name badge, networking lounge, keynote speaker, concurrent sessions, refreshment breaks and registration desk
- + Engaging and connecting with over 350 professionals representing most of Australia's and New Zealand's tertiary institutions, including Directors and senior management leaders and administrators
- + In person Networking with delegates at multiple social functions
- + Generating extensive new leads and building on your relationships with existing and potential customers
- + Accessing the key decision-makers for project management, construction, services, facilities, technology and equipment
- + Participating in Australia and New Zealand's largest annual gathering of tertiary education managers

MEET YOUR AUDIENCE

TEFMA24 conference will bring together over 350+ professionals from the higher-education sector across Australia and New Zealand in one place for three days.

Network with Directors, Associate Directors, Property Managers, Space Planners, Environmental Sustainability Managers, Engineering Managers, Facilities Services Managers, Security Managers, Grounds Managers, Program Directors, Project Managers and Administrators who work across planning, development, maintenance, operations and property management in educational facilities.

With annual spending of over \$3.2 billion across the sector, along with a combined estate value of \$81.9 billion, use sponsorship opportunities to present your services and build brand recognition and exposure with key decision-makers of the industry.

ABOUT TEFMA



The Tertiary Education Facilities Management Association (TEFMA) is an independent association of facilities managers operating in the tertiary education sector of Australia, New Zealand, Hong Kong and Singapore.

TEFMA covers the full range of functions in tertiary facility management including planning, construction, maintenance, operations and administration of educational facilities.

TEFMA has some 1500 members representing 60 tertiary education institutions and 4 affiliated associations in Australasia. TEFMA promotes engagement with industry through its 65 Business Partner members.

TEFMA members provide vital infrastructure and service in support of the effective operation of tertiary and vocational education in the Australasian region.

E: info@tefma.com
P: +61 3 6234 7844
www.tefma.com



TEFMA delegates based on historical fact

2018	420
2019	458
2021	Virtual
2022	400
2023	498

Service / Cost	Australia	New Zealand
Major capital works	\$1.048b	\$333m
Refurbishments	\$595.5m	\$119m
Preventative & Corrective Maintenance	\$296m	\$41m
Cleaning & Waste	\$215.5m	\$36.4m
Energy	\$224.6m	\$46.4m
Grounds Management	\$59m	\$8.4m
Security	\$107.6m	\$7.8m
Parking Systems & Management	\$28m	\$2.9m
Water & Sewer	\$40.6m	\$3.2m
Sub-total	\$2.614b	\$598.1m
Total	\$3.213b	

PARTNERSHIP OPPORTUNITIES



All sponsorship amounts are in New Zealand dollars and are inclusive of GST

	Diamond \$35,000 Exclusive	Platinum \$17,500 Two available	Gold \$13,750 Five available	Silver \$6,750 Seven available	Bronze \$3,500 Five Available
Lanyard & Registration Sponsor	Yes				
Conference App OR Networking Lounge OR WIFI (select one)		Yes			
Coffee Cart OR Charging Station (select one)			Yes		
Plenary Session OR Day Catering (select one)	Plenary Session			Yes	
Seated Massage OR Speaker Gift OR Delegate Gift					Yes
Exhibition Space	Double Booth	Booth			
Complimentary registrations, including access to all sessions, catering, and the networking reception	6	2	1	1	
Company logo and acknowledgement as major sponsor on all pre and post event marketing material	Yes	Yes	Yes	Yes	Yes
Logo on holding slides throughout the conference	Yes	Yes	Yes	Yes	Yes
Logo and hyperlink on the conference website	Yes	Yes	Yes	Yes	Yes
Company profile on the Conference App with Organisation name, logo, bio and link to organisation website and social media	Yes	Yes	Yes	Yes	Yes
Push notification from the app	X3	X2	X1		
Delegate List including name, organisation and state (subject to privacy laws) sent post event	Yes (1 month prior)	Yes (1 month prior)	Yes	Yes	Yes

PARTNERSHIP OPPORTUNITIES

Lanyard & Registration - to provide branded lanyards for delegates to wear throughout the conference and your logo on the registration kiosks.

Conference App - Your logo will be prominent on the conference app which delegates will use to view the program, speakers and all other conference information. You will feature as an icon on the landing page where people can click straight through to your profile.

Networking Zone Sponsor - Opportunity to hire furniture (to be approved by the committee) and setup a space using your organisations products, showing flexibility and adaptability in supporting different modes of learning and teaching. The plenary sessions will also be streamed to a TV in this zone.

Barista Coffee Cart (three available) - The option to provide branding to be displayed at the coffee cart and the opportunity to provide branded cups, napkins, aprons etc. (Costs of any branding, and any extras chosen to be covered by the sponsor.)

Charging Station - You provide a station where attendees can charge their devices, with the opportunity to brand the station with your logo.

Wi-Fi - This provides excellent exposure as delegates logon to the dedicated Wi-Fi with your company name as a password. Your logo will be displayed on any Wi-Fi signs throughout the conference.

Plenary Session Sponsor (four available) - all keynote speakers will be selected by the organising committee. You can align your brand with an appropriate speaker with your logo to be displayed during the session.

Day Catering Sponsor (three available) - Display your company banner in the catering area during refreshment breaks for one day. You may also provide company literature via QR codes on display. Signage at the catering stations will recognise you as the catering sponsor for the day.

Seated Massage Sponsor - provide a relaxing and refreshing 3-minute express massage for delegates with your branding also on display.



ADDITIONAL PARTNERSHIP OPPORTUNITIES

All prices are in New Zealand Dollars and inclusive of GST.

All the below opportunities will receive:

- + Recognition in pre-event marketing.
- + Logo and company profile on the conference app.
- + Logo displayed on the dedicated conference website.
- + Logo to appear on holding slides where appropriate.
- + Delegate list including name, organisation and state (subject to privacy laws).

Gala Dinner Sponsor \$27,500

You will be recognised as the major sponsor of the Gala Dinner and Awards night.

- + One full 3m x2m exhibition booth at the conference
- + Receive four full complimentary conference registrations and tickets to the gala dinner to represent your company.
- + You will have the opportunity for a 5-minute address or video to welcome guests to the dinner.
- + Your own signage/banner can be displayed at the venue during the dinner.
- + Your logo will be featured on menus, and any other dinner related collateral.
- + Full page advertisement in the digital event handbook (artwork provided by sponsor and approved by committee).
- + Your opportunity to provide things such as a branded/themed cocktail for arrival at the dinner or branded centerpieces for the tables.

Clever Campus Awards Category Sponsor \$4,000

You will be recognised as the sponsor for one of the awards categories:

- + Institution of the Year Award
- + Practitioner of the Year Award
- + Emerging Professional Award
- + Innovation Award
- + Diversity Award
- + Project Management Award

Further details can be found here: <https://www.tefma.com/tefma-clever-campus-awards>

- + The Award will be dual branded TEFMA/You
- + Receive two tickets to the gala dinner to represent your company.
- + Your logo will be included with details on the Award on TEFMA webpage, the application form, and in communications to applicants.
- + Participation by one person in your company in the announcement of the Award winner at the gala dinner.
- + Your organisation could chair a TEFMA webinar with the Award winner (subject to the winner's consent and suitability).



Scholarships Category Sponsors

You will be recognised as the sponsor for one of the sponsorship categories

Maurie Pawsey Scholarship \$11,500

TEFMA's premier scholarship provides a financial contribution to attend a conference in the USA, UK or Southern Africa.

Research Scholarship \$5,750

Provides funds to undertake a study tour of selected Australasian universities to improve knowledge of FM practices.

Conference Scholarship

Already sponsored by GJK Facility Services

AUDE Summer School Scholarship \$5,750

AUDE Summer School Scholarship – provides funds to attend AUDE Summer School for Aspiring Estates Director

Further details can be found here:
<https://www.tefma.com/scholarships>

- + The Scholarship will be dual branded TEFMA/You
- + Your logo will be included with details on the Scholarship on TEFMA webpage, the application form, and in communications to applicants.
- + Receive one full complimentary conference registration and two tickets to the gala dinner to represent your company.
- + Participation by one person in your company in the announcement of the Scholarship winner at the gala dinner.
- + Your organisation could chair a TEFMA webinar with the Scholarship winner (subject to the winner's consent and suitability).

Welcome Reception Sponsor \$20,000

You will be recognised as the major sponsor of the Welcome Reception.

- + One full 3m x2m exhibition booth at the conference
- + Receive three complimentary conference registrations including the welcome reception and gala dinner to represent your company.
- + You will have the opportunity for a 3-minute address to welcome guests to the reception.

- + Your own signage/banner can be displayed at the venue during the reception.
- + Your logo will be featured on menus, and any other dinner related collateral.
- + Half page advertisement in the digital event handbook (artwork provided by sponsor and approved by committee).
- + Your opportunity to provide things such as a branded/themed cocktail for guests on arrival.

Delegate Gift Sponsor \$2,750

Your opportunity to provide all attendees with a memorable and sustainable gift for maximum exposure even beyond the conference. All gifts must be approved by the organising committee and are at the sponsor cost.

Speaker Gift Sponsor \$3,250

Your opportunity to provide keynote and invited speakers with a memorable and sustainable gift to thank them for their participation. All gifts must be approved by the organising committee and are at the sponsor cost.

Stream Sponsor \$3,000

Exclusive sponsorship of one of the streams for a day with your logo appearing on signage for the session.

Tech Retreat \$4,000

These sessions will be scheduled during the second half of lunch breaks on Tuesday and Wednesday and ideally will include dedicated Tech Sessions for business partners to demonstrate and workshop their technology solutions as integral future solutions to enhance the management of our built environments. These sessions will be scheduled during the second half of lunch breaks on Tuesday and Wednesday and ideally will demonstrate best practice within University or other complex portfolio environments to challenge thinking and demonstrate value. Tech sessions may cover subjects such as space, asset management, CMMS, BIM, design, robotics & AI, sensors and analytics etc. The Tech Retreat sponsor gets exclusive naming rights to the rooms where these demonstrations will occur.



TRADE EXHIBITION



Taking an exhibition booth is a great way to position your organisation connect with conference delegates and promote your products and services. All conference lunch and refreshment breaks will be held in the exhibition areas to ensure a high traffic flow of delegates.

Barista coffee and networking lounges will be spaced throughout the exhibition to encourage delegates to linger longer and engage with exhibitors.

The floor plan for the exhibition will be forwarded as soon as it is finalised. Please note the floor plan is subject to change at the discretion of the venue or the conference organisers at any time.

Promotion for all exhibitors:

- + Logo recognition in all conference promotional material including Venue Signage
- + Company logo and profile in the Conference Electronic Handbook, Conference App and Website
- + Contact Exchange and Lead Scan functions on the Conference App
- + Opted-in Delegate List (name, position, company, state, country only)





Exhibition Booth \$5,500

- + 3m x 2m space with white backdrop
- + Company name printed on fascia
- + Opportunity to upgrade branding on the panels and hire furniture
- + One x LED light
- + One x 4amp power outlet
- + Two exhibitor registrations including daily catering and the Welcome Reception (Gala Dinner can be added for additional cost)

Custom Build Displays

If you'd like to stand out from the crowd and customise your booth with additional furniture and features, the exhibition build company for TEFMA24 can provide you with furniture, additional AV and a custom build. More details will be shared in the exhibition manual.

A custom build will need to be approved by the venue and organising committee 6 weeks prior to the conference and the exhibition build company will be in contact to schedule the build time.

Additional Tickets & Registrations

All staff on site must be registered to attend either by utilising your complimentary registration or by purchasing an additional exhibitor registration for \$895 each, which includes:

- + Daily catering
- + Access to Conference Sessions
- + Attendance at the Conference Welcome Reception
- + Conference dinner tickets may be purchased separately

This Exhibitor/ Sponsor Pass is significantly reduced from the standard delegate fee as recognition of your company's support of the event. Please note there is a maximum of two additional exhibitor registrations per sponsor or exhibitor.

PARTNERSHIP BOOKING FORM

All sponsorship amounts are in New Zealand dollars and are inclusive of GST

Contact:

Position:

Company:

Address (for invoicing):

Suburb:

State:

Postcode:

Telephone:

Mobile:

Email:

PARTNERSHIP OPPORTUNITIES

<input type="checkbox"/> Diamond	\$35,000
<input type="checkbox"/> Platinum	\$17,500
<input type="checkbox"/> Gold	\$13,750
<input type="checkbox"/> Silver	\$6,750
<input type="checkbox"/> Bronze	\$3,500
<input type="checkbox"/> Gala Dinner Sponsor	\$27,500
<input type="checkbox"/> Clever Campus Awards Category Sponsor	\$4,000
<input type="checkbox"/> Maurie Pawsey Scholarship	\$11,500
<input type="checkbox"/> Research Scholarship	\$5,750
<input type="checkbox"/> AUDE Summer School Scholarship	\$5,750
<input type="checkbox"/> Welcome Reception Sponsor	\$20,000
<input type="checkbox"/> Delegate Gift Sponsor	\$2,750
<input type="checkbox"/> Speaker Gift Sponsor	\$3,250
<input type="checkbox"/> Stream Sponsor	\$3,000
<input type="checkbox"/> Tech Retreat	\$4,000
<input type="checkbox"/> Exhibition Booth	\$5,500

By signing below, you agree to the sponsorship package and pricing as outlined above, and the terms & conditions on pages 11 & 12:

Signed:

Date

Please complete and forward the application to:

TEFMA24 CONFERENCE ORGANISER
C/- The Association Specialists Pty Ltd
PO Box 576, Crows Nest NSW, 1585, AUSTRALIA
Tel: +61 2 9431 8600 E: events@tefma.com

Terms and Conditions: Sponsorship will be confirmed on receipt of the signed sponsorship contract which will be sent to you once the application has been received. A letter of confirmation will then be provided to confirm the booking, together with a Tax Invoice for the total amount of the sponsorship, which must be paid within 30 days or prior to the conference (whichever is earlier). In the event of cancellation, a service fee of 25% applies for cancellations prior to the 31st July. No refunds will be made for cancellations after this date.

CONTRACT TERMS

PARTIES

This agreement is made between TEFMA (**we, us or our**) and the entity or person named in the booking form (**you or your**).

AGREED TERMS

1. TERM

This agreement starts when it is signed by both parties and ends on the earlier of:

- (a) our delivery of the Sponsorship Benefits; or
- (b) the last day of the Term,
unless terminated earlier in accordance with this agreement.

2. Your obligations

- 2.1 You must comply with applicable laws, this agreement and our reasonable directions.
 - 2.2 If you have agreed to provide In-kind Services, you will perform or deliver the In-kind Services by the dates/milestones set out in the prospectus or in accordance with our reasonable directions.
 - 2.3 You will nominate an authorised representative who will be responsible for the day-to-day management of this agreement and contact with us.
 - 2.4 You agree to abide by all rules and regulations adopted by us in relation to the Event and agree that we shall have the final decision in adopting any rule or regulation deemed necessary prior to, during or after the Event.
 - 2.5 You must also comply with all rules and regulations of the Event venue. If you are not aware of what these are, it is your duty to request these from us.
 - 2.6 We reserve the right, in our sole discretion, to:
 - 2.6.1 alter or make any change to the space assigned to you and the Event floor plan;
 - 2.6.2 alter or remove exhibits or part thereof;
 - 2.6.3 expel you or your staff/personnel if, in our opinion, your conduct, exhibit or presentation is objectionable to other participants or the public;
 - 2.6.4 change the date or dates upon which the Event is to be held and we shall not be liable in damages or otherwise by reason of any such change.
 - 2.7 You agree to confine your presentation within the space allocated to you and to maintain your staff/personnel in this space during Event hours.
 - 2.8 You agree that you will not invite the press onto the Event premises without our prior consent and any contact with the press in relation to your participation in the Event shall be by arrangement with us.
 - 2.9 There will be limited provisions for storing materials prior to and during the Event and you are strongly encouraged to make arrangements with the official company handling storage and shipping for the Event. Should you not do so then we cannot guarantee that you will have storage space and will not be liable for any losses you suffer due to this.
 - 2.10 You agree to observe all employment contracts and labour legislation in force.
 - 2.11 You agree that no display may be dismantled or goods removed during the course of the Event, but must remain intact until the closing hour of the last day of the Event.
 - 2.12 You agree to be entirely responsible for the moving-in, assembly, maintenance, disassembly and removal of the exhibit, equipment and your belongings to and from the Event site, and the cleaning of your site after the Event. Should you fail to do so, we may recover any cost we incur in disassembling, removing, clearing and cleaning of any of your property.
 - 2.13 You agree not to cause any damage to the Event premises, including the walls, floors and ceilings.
 - 2.14 If you have any special security needs, you should contact us and inform us of same. We shall endeavour to meet your security needs, but we reserve the right to charge you for any additional costs occasioned by us due to this. While precautions will be taken to prevent losses due to breaches of security, theft, burglary, pilferage or similar losses, we will not be responsible for any losses occasioned by you due to this.
 - 2.15 You agree to obtain any necessary permits or approvals required from any Federal, State or Local Government for the display of products and participation in the Event, if any are required.
 - 2.16 You agree that you will indemnify and hold us harmless from any loss or damages whatsoever, whether directly or indirectly occurring to or suffered by any person or company in relation to the Event or this agreement, including, without limiting the generality of the foregoing, damages or loss suffered by you, other Exhibitors and members of the public attending the Event, either at the Event or elsewhere.
- ### 3. OUR OBLIGATIONS
- 3.1 In consideration of your payment of the Sponsorship Fees and/or performance of the In-kind Services, we will deliver the Sponsorship Benefits as outlined in the Sponsorship Benefits schedule. Any additional requirements will be at your expense.

- 3.2 We will use reasonable endeavours to keep you informed of the development and production of advertisements, brochures, handbooks and other promotional or marketing materials associated with the Event.

4. COOPERATION

- 4.1 Subject to clause 4.2, each party will ensure that their staff, agents, and representatives do not engage in any conduct or activity that:
 - (a) is offensive, corrupt or disreputable;
 - (b) will harm, or is likely to harm the name or reputation of the other party;
 - (c) may bring the other party into disrepute, contempt, scandal or ridicule; or
 - (d) would otherwise give rise to adverse publicity on the part of either party.
- 4.2 You acknowledge that we have complete discretion as to any artistic decisions we may make in connection with the running of the Event including selecting speakers and performers.

5. PAYMENT OF SPONSORSHIP FEES

- 5.1 We will invoice you, and you must pay, the Sponsorship Fees by the milestones set out by TEFMA.
- 5.2 Unless specified otherwise, all amounts payable under this agreement are inclusive of GST.
- 5.3 If GST is payable in relation to a Taxable Supply, the amount payable for that Taxable Supply is the amount for that Taxable Supply specified in this agreement inc GST. If the supply is not monetary (for example, if you provide services in kind), the GST-inclusive market value of the consideration provided will be used to determine the price and value of the supply.
- 5.4 In this clause, the terms "GST", "Taxable Supply" and "Input Tax Credit" have the meaning given in A New Tax System (Goods and Services Tax) Act 1999 and related tax imposition Acts of the Commonwealth of Australia.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Each party represents and warrants to the other that, to the best of its knowledge, each of the following statements is true, accurate and not misleading as at the date of this agreement and will be true and accurate on each day during the Term:
 - (a) it has the corporate power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement; and
 - (b) there are no pre-existing rights or obligations which would prevent it from complying with its obligations under this agreement.
- 6.2 We represent and warrant that we have the right to run and produce the Event.

7. INTELLECTUAL PROPERTY

- 7.1 The ownership of the Intellectual Property Rights in any pre-existing materials as at the execution date will not be altered, transferred or assigned.
- 7.2 We grant you a non-exclusive and non-transferable licence to use, reproduce and display the Event Material on your website and with your Network during the Term for the sole purpose of promoting your sponsorship of the Event.
- 7.3 You grant us a non-exclusive and non-transferable licence to use, reproduce and display your name, trademarks and logos for the sole purpose of promoting your sponsorship of the Event. We will use reasonable endeavours to comply with any branding guidelines you provide to us in advance.

8. CONFIDENTIALITY AND PRIVACY

- 8.1 The parties must keep the Confidential Information confidential and may use the Confidential Information for the sole purpose of performing its obligations under this agreement.
- 8.2 Neither party may use or disclose the Confidential Information except:
 - (a) to that party's employees or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by this agreement;
 - (b) as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
 - (c) with the other party's prior written consent.
- 8.3 If you access and/or receive any Confidential Information or Attendee Information, you warrant and represent that you will:
 - (a) establish and maintain diligent safeguards that are compliant with applicable data privacy laws, to protect against the destruction, loss, disclosure or alteration of Confidential Information or Attendee Information
 - (b) not, directly or indirectly, sell, license, distribute or otherwise transfer to any third party any Confidential Information, Attendee Information or any information that can be used to identify Event attendees for any purpose whatsoever or permit any other persons to do so; and

- (c) comply at all times with all our privacy policy, the Privacy Act 1988 (Cth) and any other applicable privacy laws.

9. TERMINATION

- 9.1 We may terminate this agreement immediately, on notice to you, if:
 - 9.1.1 the Event is cancelled, and we may, in our sole discretion, decide to cancel the Event;
 - 9.1.2 in the event that the exhibit space to be used by you is rendered unusable.
- 9.2 Either party may terminate this agreement immediately on notice to the other party if:
 - (a) the other party becomes insolvent and has a liquidator or receiver appointed;
 - (b) the other party breaches this agreement and that breach is incapable of remedy or fails to rectify the breach within 3 days' notice by the other party.
- 9.3 If you the company terminate this agreement without due cause, the following liabilities apply:
 - (a) If you the company cancel prior to 31st July 2024, the company will receive a refund of any fees paid minus a 25% processing fee.
 - (b) If you the company cancel after the 31st July 2024, the company will be liable for 100% of the total contracted cost and no refund of received monies will issued.

10. INSURANCE

Each party must:

- (a) maintain with a reputable insurer adequate insurance against risk with respect to that party's obligations under this agreement; and
- (b) provide proof of maintenance of such insurance to the other party upon being requested to do.

11. LIMITATION OF LIABILITY

To the extent permitted by law:

- (a) we exclude liability for Consequential Loss;
- (b) we exclude liability for any loss of opportunity to take full advantage of the Sponsorship Benefits, loss of profit, loss of business or other opportunities, and any damages, loss, costs, expenses or liability you incur in connection with this agreement; and
- (c) our total liability in connection with this agreement, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, will not exceed the amount you have to paid to us in the 3 months prior to the date of the claim.

12. FORCE MAJEURE

- 12.1 If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party will be suspended to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased.
- 12.2 If a Force Majeure Event continues for more than 60 days, either party may terminate this agreement.
- 13. General
 - 13.1 This agreement forms the entire agreement between the parties and may not be varied except in writing and signed by the parties.
 - 13.2 This agreement may be executed in any number of counterparts. All such counterparts taken together are deemed to constitute one instrument.
 - 13.3 In the event of any unresolved controversy or claim arising out of or in relation to this agreement, or any breach of it, the parties must make best endeavours to resolve the dispute through discussions between their respective senior managers before any legal proceedings may be commenced by either party.
 - 13.4 This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.
 - 13.5 Nothing in this agreement will be taken as giving rise to a relationship of employment, agency or sponsorship between us and you, the styling of this agreement as a "Sponsorship Agreement" notwithstanding.

14. DEFINITIONS AND INTERPRETATION

- 14.1 In this agreement, capitalised terms have the following meaning:
 - (a) **Attendee Information** means, any and all information about or provided by or on behalf of Event attendees, including without limitation, personally identifiable information.

- (b) **Confidential Information** means:

- (i) the terms of this agreement;
- (ii) all information or data that is exchanged between the parties for the purposes of this agreement that is identified as confidential by the disclosing party, or which the receiving party reasonably ought to know is of a confidential nature;
- (iii) any information regarding the business affairs, finances, membership, customer base, plans, projections or other commercially sensitive information of another party; and
- (iv) any "personal information" as defined under the Privacy Act 1988 (Cth) held by a party at the date of this agreement or collected by a party in the performance of this agreement, but does not include information, which is in, or becomes part of the public domain other than by a breach of this agreement or which is independently known a party as evidenced with written records.

- (c) **Consequential Loss** means loss that does not arise naturally in the ordinary course of things from the event or circumstances giving rise to the loss.

- (d) **Event** is TEFMA24 Conference.

- (e) **Event Collateral** means signage, trade dress, marketing materials and all other documentation produced by, or on behalf of, TEFMA for, or in connection with the Event.

- (f) **Event Content** means original works produced by, or on behalf of, TEFMA for performance or broadcast at, from, or in connection with, the Event.

- (g) **Event Material** means the Event Collateral, the Event Content.

- (h) **Force Majeure Event** means any act, event or cause including earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority, which:
 - (i) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this agreement; and
 - (ii) is beyond the reasonable control of that party.

- (i) **In-Kind Services** means the in-kind services set out in the prospectus and by TEFMA.

- (j) **Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

- (k) **Network** means your directors, officers and employees, your mailing list subscribers, your social media channels and your business partners and affiliates.

- (l) **Sponsorship Benefits** means the benefits set out in the Prospectus, as relevant for the sponsorship category.

- (m) **Sponsorship Category** means the sponsorship category set out in the Prospectus.

- (n) **Sponsorship Fees** means the sponsorship fees set out in the Prospectus.

- (o) **Sponsor Representative** means the sponsor representative set out in the Booking Form, or as otherwise nominated by the Sponsor from time to time.

- (p) **Sponsorship Services** mean the Sponsorship services set out in the Prospectus.

- (q) **Client Data** means any and all data and information received, stored, collected or otherwise obtained or accessed by you as a result of the through Facebook Properties, including User Information.

- 14.2 In this document, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to "\$", "NZ\$" or "dollar" is a reference to New Zealand currency;
- (d) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document or any part of it; and
- (e) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation.