

ASFA Event contributor terms

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise, capitalised terms have the meanings set out in the Booking Form or set out below:

Agreement means this agreement consisting of these Event Contribution Terms and the Booking Form.

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement.

ASFA means The Association of Superannuation Funds of Australia Limited, ABN 29 002 786 290.

ASFA Logo means the ASFA corporate logo.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth)

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal or other person.

Benefits mean the benefits described in a Booking Form and any additions or changes to such benefits as are requested by the Event Contributor and confirmed in writing by ASFA.

Booking Form means the booking form included in the Prospectus as completed by the Event Contributor.

Booth means the booth (being single or multiple as applicable) at the Event that has been allocated by ASFA to the Event Contributor.

Bump-In Time is the period specified in the Event Manual for bump-in.

Bump-Out Time is the period specified in the Event Manual for bump-out.

Delegate List means a list containing the first name, last name, job title, company and email address of attendees of the Event other than attendees:

- (a) who have not given consent to share their details, or have specifically requested that their details are not shared; or
- (b) are not registered as full delegates for the Event.

Event means the ASFA Conference to be held on the dates specified in the Prospectus.

Event Contributor means the entity that is participating in the Event.

Event Contributor Logo means the logo of the Event Contributor to be displayed as part of the Benefits.

Event Logo means any event specific logo used by ASFA to promote the Event.

Event Manual means the document provided to the Event Contributor setting out, amongst other things, the rules and regulations for the conduct at the Event as directed by ASFA and the Venue.

Event Participant List means a list containing the first name, last name, job title and company of attendees of the Event other than attendees:

- (a) who have not given consent to share their details, or have specifically requested that their details are not shared; or
- (b) are not registered as full delegates for the Event.

Fee means the amount payable by Event Contributor in connection with the Event as set out in the Booking Form.

Insolvent means, in relation to a party, the party:

- (a) is insolvent within the meaning of Section 95A of the Corporations Act 2001 (Cth);
- (b) has stopped paying its debts as and when they fall due; or
- (c) is subject to administration under Part 5.3A of the Corporations Act 2001 (Cth)

Law includes any law, legislation, ordinance, rule, proclamation, regulation, by law and subordinate legislation present or future and whether state, federal or otherwise, and any Approval including any condition or requirement under it.

List means the Event Participant List, the Delegate List or both.

Losses means liabilities, losses, damages, costs or expenses suffered or incurred by a person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and Loss has a corresponding meaning.

Promotional Material means the Event Contributor Logo and any other material which the Event Contributor provides to ASFA or otherwise uses in relation to the Benefits to promote the Event Contributor or its products or services.

Prospectus means the prospectus document which describes the Event and the options and benefits for Event Contributors and includes the Booking Form and this Agreement.

Representative means in respect of a party, an officer, director, employee or agent of that party, but the Event Contributor is not a Representative of ASFA and ASFA is not a Representative of the Event Contributor.

Venue means the venue at which the Event is hosted as specified in the Prospectus.

Venue Owner means the owner or operator of the Venue.

Venue Representative means a representative of the Venue Owner but does not include ASFA or any ASFA Representative.

- 1.2 In this Agreement, unless the context otherwise requires:

- (a) monetary references are references to Australian dollars;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a person includes the person's administrators, successors and permitted assigns, substitutes and novatees;
- (f) a reference to a person includes a natural person, partnership, body corporate, trust, association, governmental or local authority or agency or other entity;
- (g) a reference to 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; and
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

2. USE OF THE BENEFITS

- 2.1 In the Booking Form, the Event Contributor must select the applicable option(s). The option(s) selected will determine the Benefits the Event Contributor will receive.
- 2.2 Subject to section 2.3, in consideration of payment of the Fee by the Event Contributor, ASFA agrees to:
- (a) permit the Event Contributor to refer to its involvement in the Event and to display the Event Logo in doing so; and
 - (b) provide the Benefits to the Event Contributor on the terms of this Agreement.
- 2.3 If one of the Benefits to be provided to the Event Contributor is a List:
- (a) ASFA is not obliged to provide the List to the Event Contributor if ASFA has grounds to believe the Event Contributor is not able or willing to comply with the Australian Privacy Principles in relation to the management of the data disclosed to the Event Contributor;
 - (b) ASFA may request information from the Event Contributor to demonstrate that it has in place appropriate systems to manage the data disclosed to it in the Lists in accordance with the Australian Privacy Principles. ASFA is not obliged to provide Lists to the Event Contributor if it fails to answer such requests openly and fully; and
 - (c) the Event Contributor may only use the List for the purposes of marketing their own products, services and/or inviting the individuals named in the List to attend events hosted by the Event Contributor.

3. EVENT CONTRIBUTOR LOGO AND OTHER PROMOTIONAL MATERIALS

- 3.1 Within 5 days of a request by ASFA, the Event Contributor must provide to ASFA an image of the Event Contributor Logo in the format required by ASFA. The Event Contributor acknowledges that ASFA may not necessarily always use a colour version of the Event Contributor Logo. Where that is the case ASFA will liaise with Event Contributor about that use.
- 3.2 The Event Contributor must ensure the Promotional Material is:
- (a) submitted to ASFA as per the delivery instructions and in the format advised by ASFA;
 - (b) suitable for use in relation to ASFA and the relevant Event(s);
 - (c) not inappropriate, offensive, illegal or in breach of any third party's intellectual property or other rights, and
 - (d) truthful and accurate in all respects and in compliance with the Australian Consumer Law.
- 3.3 The Event Contributor has sole liability and responsibility for obtaining all rights necessary for the use and display of all Promotional Material in accordance with this Agreement. ASFA reserves its rights to reject Promotional Material for any reason.
- 3.3 The Event Contributor must:
- (a) comply with ASFA's brand guidelines and any reasonable directions of ASFA when using the Event Logo;
 - (b) ensure that its Representatives conduct themselves appropriately and in a manner that is not prejudicial to the Event or its proper management or operation; and

- (c) avoid engaging in conduct that is not consistent with the goodwill, reputation and good name of ASFA or the Event or that could otherwise reflect badly on ASFA or the Event.
- 3.5 The Event Contributor agrees that ASFA may take photographs at the Event for any promotional use by ASFA or the Venue Owner.
- 3.6 If ASFA or a speaker advises the Event Contributor that taking any type of photograph or video in a session is not permitted, the Event Contributor must not take any type of photograph or video in that session. Otherwise, the Event Contributor may take and post on its website and social media sites photographs and videos within the Event provided that they are not inappropriate, offensive, illegal or in breach of any third party's intellectual property or other rights.

4. TERMS RELATING TO BOOTHS

- 4.1 This clause 4 only applies if the Event Contributor takes a Booth at the Event.
- 4.2 At the Event Contributor's own cost, expense and risk, the Event Contributor must deliver, install and dismantle its exhibit and remove its Booth(s) from the Venue. The Event Contributor must install its exhibit in the allocated Booth(s) and during the Bump-In Time. If the Event Contributor fails to occupy the Booth(s) before the Bump-In Time expires, ASFA will have the right to use the Booth(s) as it sees fit, including the right to allocate the Booth(s) to another Event Contributor.
- 4.3 If requested by ASFA, the Event Contributor must provide to ASFA, in writing and within the time specified by ASFA, all details regarding its proposed use of the Booth(s) in order to satisfy the Venue Owner's requirements and the requirements in the Event Manual.
- 4.4 The Event Contributor must, if requested, make the Booth(s) available for inspection by ASFA or a Venue Representative to ensure compliance with the Event Manual.
- 4.5 The Event Contributor must:
 - (a) ensure the Booth(s) is manned at all times during the official refreshment breaks of the Event;
 - (b) ensure the Booth(s) is clean and tidy at all times. Failing this, ASFA may arrange for the Booth(s) to be cleaned and tidied at the Event Contributor's cost;
 - (c) ensure that all of its displays, decorations, demonstrations and activities are not offensive, inappropriate or unduly disruptive to ASFA, other Event Contributors or delegates. The Event Contributor will immediately cease any activity or demonstration or remove any display or decoration upon request by ASFA; and
 - (d) keep all noise made by the Event Contributor and its activities at a reasonable level commensurate with the professional image of the Event, not create any disturbance or nuisance at the Event (including those which affect a neighbouring booth) and not, without ASFA's prior written consent, make use of any microphone or other sound amplification device. The Event Contributor must immediately cease any activity or limit the noise it makes upon request by ASFA.
- 4.6 The Event Contributor must dismantle and remove its Booth(s), exhibit, tools and other materials during the Bump-Out Time, leaving it clean and tidy and free from rubbish and debris. If the Event Contributor fails to do so:
 - (a) it will be responsible for any penalties imposed by the Venue Owner and for any Losses suffered by ASFA; and
 - (b) ASFA may remove and store the exhibit (and any other property or items in or on the Booth(s)) at the Event Contributor's cost.
- 4.7 The Event Contributor must not do any of the following (except to the extent specifically arranged in advance with ASFA and confirmed by ASFA in writing):

- (a) provide alcohol at its Booth(s) (either for consumption at the Booth(s) or as a gift to delegates);
- (b) allow its exhibit to extend beyond, or distribute promotional materials outside its Booth(s),
 - and must remedy any breach immediately upon request by ASFA.
- 4.8 The Event Contributor is solely responsible for all expenses associated with the Booth(s) including electrical and telephone requirements, carpeting, advertising and promotional costs, insurance, staffing, furnishings, signage, duties and taxes including GST.
- 4.9 Any Fee related to a Booth must be paid prior to the Bump-In Time in order for the Event Contributor to be granted access.
- 4.10 The Event Contributor must, at its sole cost and expense, procure and maintain for the period of the Event, suitable insurance including:
 - (a) public and product liability insurance with limits of not less than the amount specified in the Booking Form; and
 - (b) workers compensation which is sufficient to cover any common law or statutory liability arising as a result of any accident or injury to any person employed or engaged by the Event Contributor.
- 4.11 The Event Contributor will provide ASFA with a copy of the certificates of currency evidencing insurances required under clause 4.10 by the time specified in the Booking Form.

5. OBSERVANCE OF LAWS, GUIDELINES AND INSTRUCTIONS

- 5.1 The Event Contributor must (and must ensure that its Representatives) comply with all applicable Laws and all rules, regulations and guidelines applicable to the Venue issued by ASFA or the Venue Owner; including Laws relating to:
 - (a) occupational health and safety;
 - (b) discrimination, vilification and harassment, and
 - (c) the preparation, storage, handling and display of food and beverages.
- 5.2 The Event Contributor must cooperate with, and comply with instructions given by, ASFA or the Venue Owner.
- 5.3 The Event Contributor must not (except to the extent specifically arranged in advance with ASFA and confirmed by ASFA in writing):
 - (a) hold functions or any marketing event for delegates at the same times that other events, functions and/or sessions are being held at the Event; or
 - (b) conduct any lottery, raffle, guessing game, game of chance or side show stall, whether entry is gratuitous or not unless it holds all necessary Approvals.

6. CONSEQUENCES OF BREACH BY THE EVENT CONTRIBUTOR

- 6.1 The Event Contributor and its Representatives are admitted to the Event, and remain there, solely on the condition of strict compliance with this Agreement. Without limiting any of ASFA's other rights or remedies, ASFA reserves its rights to take whatever action it considers appropriate against the Event Contributor for any breach of this Agreement, including to cancel the Benefits, prohibit the Event Contributor or its Representatives from participating in the Event or remove Event Contributor or its Representatives from the Venue, without refund.

7. INTELLECTUAL PROPERTY

- 7.1 The Event Contributor grants to ASFA a non-exclusive, royalty free licence to use the Promotional Material to promote and market the Events and to otherwise allow the Event Contributor to receive the Benefits.
- 7.2 Except as permitted under clause 2.2(a), the Event Contributor must not at any time before, during or after the Event use any name, logo, trademark, design or other symbol, or any advertising or commercial symbol, owned, used or licensed by ASFA, or otherwise claim any association with, or hold itself out as being associated with, ASFA except with the prior written consent of ASFA and subject to any conditions notified by ASFA.
- 7.3 The Event Contributor must not violate or infringe any copyright, other intellectual property or other third party rights with respect to writings, music or other materials used by it at the Event or at any affiliated function, and the Event Contributor is solely liable and responsible for the use and display of all materials, and shall obtain any and all necessary licenses for such materials.

8. CHANGES AND CANCELLATION

- 8.1 ASFA may, in its absolute discretion, make modifications to the Event, including altering the Benefits, altering the floor plan, altering or reallocating a Booth, altering the hours during which the Event is open, changing Venue or postponing the Event. Changes to the Event must be communicated to the Event Contributor within a reasonable time and ASFA will use reasonable endeavours to avoid making changes that are materially detrimental to the Event Contributor.
- 8.2 If:
 - (a) ASFA postpones the Event; or
 - (b) changes elements of the Event, but the changed elements are substantially similar to the original elements,this Agreement will continue to apply adjusted to reflect those changes.
- 8.3 If the Event is changed to be a virtual event, any Fee will be reduced by the amount specified in the Booking Form.
- 8.4 If there is any other change to the Event (other than a change described in clause 8.2 or 8.3 that is materially detrimental to the Event Contributor, the parties will negotiate in good faith to agree a reduction to the Contribution for that Event reflecting the reduction in the value of the Benefits delivered to the Event Contributor.
- 8.5 The Event Contributor may elect whether any reduction in the Fee under clause 8.3 or 8.4 (a **Rebate**), is refunded by ASFA to the Event Contributor or ASFA provides to the Event Contributor a credit in the amount of the Rebate that can be applied by the Event Contributor to the Fees payable for participation in other ASFA events or programs.
- 8.6 If there is any change under clause 8.3 or 8.4, this Agreement will continue to apply adjusted to reflect those changes and the Rebate.

9. PAYMENT OF FEE

- 9.1 ASFA will issue a tax invoice to the Event Contributor for the Fee at the time set out in the Booking Form and that invoice will be due and payable in accordance with the invoice terms.
- 9.2 The Event Contributor is solely responsible for all expenses (other than for the items to be provided by ASFA under the Benefits), including advertising and promotional costs, insurance, duties and taxes including GST.

10. GST

- 10.1 All payments and other amounts of consideration expressed in this Agreement are exclusive of GST unless expressly indicated to the contrary.
- 10.2 Where a payment or consideration under this Agreement is not expressed to include GST, the Event Contributor must pay, in addition to the payment or consideration expressed, an amount in respect of GST applicable to the supply by ASFA under this Agreement.
- 10.3 ASFA must issue the Event Contributor with a correctly rendered tax invoice for any amount collected by it on account of GST.

11. LIABILITY

- 11.1 ASFA makes no representations or warranties as to the number of visitors to the Event or the level of commercial activity generated in relation to the Event and the Event Contributor will have no recourse against ASFA or any Representative of ASFA in relation to these matters.
- 11.2 ASFA is not responsible for any Representative of the Event Contributor and is not liable for:
 - (a) any loss or injury suffered by any Representative of the Event Contributor at the Event; or
 - (b) any loss, damage to or theft of any property, materials or items brought onto the Venue by the Event Contributor or its Representatives,except to the extent caused by a negligent act or omission of ASFA or any Representative of ASFA.
- 11.3 The Event Contributor indemnifies ASFA against any and all Losses suffered or incurred by ASFA or any of ASFA's Representatives as a result of, or in connection with:
 - (a) any damage caused to or at the Venue by the Event Contributor or the Event Contributor's Representatives;
 - (b) any injury caused to any person as a result of a negligent act or omission of Event Contributor or the Event Contributor's Representatives;
 - (c) any breach of this Agreement by the Event Contributor; or
 - (d) any claim by a third party that the use of the Promotional Material infringes its intellectual property or other rights.
- 11.4 To the fullest extent permitted by law:
 - (a) except as otherwise provided in this Agreement, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the supply of goods or services by ASFA under this Agreement are excluded;
 - (b) ASFA excludes liability for any consequential, indirect or special loss, or for any loss of profits, revenue, savings, business opportunity, production or goodwill, suffered by the Event Contributor arising from or in connection this Agreement; and
 - (c) ASFA limits its liability in aggregate for all claims under or in connection with this Agreement or the Event to an amount equivalent to the Fees paid by the Event Contributor to ASFA in accordance with this Agreement, regardless of the basis of claim (including fundamental breach, negligence, misrepresentation, or other contract, tort or statute based claim).

12. AUSTRALIAN CONSUMER LAW

- 12.1 Nothing in this Agreement excludes, restricts or modifies any right or remedy or any guarantee, warranty or other term or condition, implied or imposed by any law which cannot be lawfully excluded or limited.
- 12.2 ASFA's services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - (a) to cancel this Agreement; and
 - (b) to a refund for the unused portion, or to compensation for its reduced value.You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel this Agreement and obtain a refund for the unused portion of the Agreement.

13. TERMINATION

- 13.1 Without limiting any other provision in this Agreement, a party may terminate this Agreement immediately by written notice if the other party:
 - (a) is Insolvent; or
 - (b) the other party is in breach of this Agreement and the breach is incapable of remedy or, if capable of remedy, does not rectify the breach within 14 days after receiving written notice from the first party requiring it to do so.
- 13.2 On termination of this Agreement, the Event Contributor must immediately cease referring to its partnership in relation to the Event and withdraw all Event Logos from publication, advertisement or other display.
- 13.3 If termination is due to a breach of this Agreement by the Event Contributor or the Event Contributor is Insolvent, ASFA will not refund the Fees paid (and the Event Contributor will pay any unpaid Fees). Otherwise, depending on the date of termination, ASFA will refund the portion of the Fees specified in the Booking Form.

14. DEADLINES

If the Event Contributor has failed to pay any part of the Fees when due, or has failed to complete the actions specified in the Booking Form by the corresponding time specified in the Booking Form, ASFA is not obligated to provide (and may suspend the provision of) the Benefits until that failure is rectified.

15. OTHER

- 15.1 The Event Contributor must not assign its rights with respect to the use of the Event Logo or any other part of the Benefits without the written consent of ASFA.
- 15.2 Nothing in this Agreement shall constitute a partnership, agency, employer / employee relationship or joint venture arrangement between the parties.
- 15.3 No act or omission of a party will waive any right of that party other than a written waiver signed by the party waiving the right.
- 15.4 Agreement represents the whole agreement between ASFA and the Event Contributor and supersedes all prior agreements between the parties (whether written or oral). No terms and conditions, purchase order, confirmation, or other similar document issued by or on behalf

of the Event Contributor or any of its Personnel (including the terms on any pre-printed form) will vary or form part of this Agreement. The Event Contributor acknowledges that it has not relied on any representations made by ASFA (again, whether written or oral) in relation to the subject matter of this Agreement.

- 15.5 This Agreement is governed by and construed in accordance with the laws of New South Wales.
- 15.6 This Agreement may only be amended in writing signed by both parties.
- 15.7 Any term of the Agreement which is wholly or partially illegal, invalid or unenforceable is severed to the extent that it is illegal, invalid or unenforceable and the remainder of the Agreement is not affected.
- 15.8 The Event Contributor must not disclose the terms of this Agreement (including the Fees) to any other person except with ASFA's prior written consent or as required by Law.
- 15.9 This Agreement may be executed in any number of counterparts by or on behalf of a party and by the parties in separate counterparts. Each counterpart constitutes the agreement of each party which has executed and delivered that counterpart.



ASFA PRIVACY NOTICE

Collection and use of personal information

ASFA collects, holds and uses personal information about you that is reasonably necessary for, or directly related to, our functions or activities as set out on the ASFA website and in our privacy policy (see below).

Disclosure of personal information for Partnership/Exhibition Prospectus

We will only disclose your personal information where reasonably necessary for, or directly related to, provision of ASFA functions or activities as set out on the ASFA website and in our privacy policy. In the course of normal business we may provide personal information to service providers in Australia or overseas including, for example, organisations that assist us in delivering training services, conferences, seminars and other events to you, and mailing houses and market research companies specifically to undertake ASFA business. If you register for an ASFA event, we may provide personal information about you to sponsors of the events, unless you ask us not to do so.

Our privacy policy

Our privacy policy sets out our approach to the management of personal information. Subject to the Privacy Act 1998 (Cth), you can have access to and seek correction of your personal information. Our privacy policy contains information about how you can do this. Our privacy policy also contains information about how you can make a complaint about a breach of privacy: www.superannuation.asn.au/about-asfa/privacy-policy.

ASFA partnership booking form

Return form to: sponsor@superannuation.asn.au

Contact details

Organisation name			
Booking contact name			
Position title			
ASFA Member ID			
Email			
Phone			
Mailing address			
	State		Postcode

Booth booking

Opportunity	SUPER EXPO PRICES +GST (AUD)		Quantity	Total
	ASFA Member	Non-ASFA Member		

Single booth (3m x 3m)

Early bird rate*	\$12,500	\$14,150		
Standard rate^	\$13,500	\$15,150		

Double booth (3m x 6m)

Early bird rate*	\$24,000	\$25,500		
Standard rate^	\$25,000	\$26,500		

Pod (2m x 2m)

Standard rate	\$6,750	\$7,250		
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Total fee payable:
(GST will be captured within invoice)

*Booths must be booked and paid for by 31 August 2024. ^ Booths booked from 1 September 2024.

Booth number(s) preference

1.	2.	3.
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Event details

Item	Detail
Fee adjustment for virtual event (clause 8.3)	25% reduction on partnership fee
Exhibitor public liability amount (clause 4.10)	AUD 20 million
Date for provision of certificates of currency (clause 4.11)	31 October 2024
Refund on termination clause 13.3	
Termination before 9 August 2024	100%
Termination after 9 August 2024 but before 6 September 2024	50%
Termination after 6 September 2024	No refund
Deadlines (clause 14)	
Corporate logo <ul style="list-style-type: none"> High resolution colour and mono logo Supplied in both EPS and JPEG format (and any other available formats) 	5 days following confirmation of booth booking
Corporate brand / logo style guide	5 days following confirmation of booth booking
Custom booth designs	11 October 2024
Harry the hirer (HTH) booth forms	as per supplier's deadline
Logistics Provider – preferred freight handler	as per supplier's deadline
ICC Sydney forms (All forms must be submitted 21 days prior to the event.)	as per supplier's deadline
Booth staff registrations	1 November 2024

Payment options

Credit card payments can be made online after the invoice is received. ASFA accepts Visa, Mastercard, Amex and Diners. Surcharges apply.

Booking authorisation

Please complete the full name of the organisation on whose behalf you are applying and sign.

By completing and signing this Booking Form, I, as a representative of _____, acknowledge that I:

- have read and agree to the Terms contained in the Partnership and Exhibition Prospectus; and
- understand that the opportunity/opportunities I have applied for is/are not secured until ASFA has confirmed this in writing and the required fee has been paid.

Name: _____

Position held: _____

Organisation: _____

Signature: _____ Date: ____/____/____

Data disclosure agreement

This section must be completed by Event Contributors who are eligible to receive a delegate list or event participant list.

Data Recipient (Person to whom the list will be sent)

Name: _____ Email: _____

By signing below the Event Contributor:

- acknowledges that any Delegate List or Event Participant List provided to the Event Contributor by ASFA includes personal information which is protected by the Australian Privacy Act;
- agrees to comply with the Australian Privacy Principles (APPs);
- represents and warrants that it has in place systems to manage personal information (including the Delegate List or Event Participant List) in compliance with the APPs;
- represents and warrants that it, if the Event Contributor is not based in Australia or will disclose any part of the Delegate List or Event Participant List with a parent company, another member of its corporate group, or any other person outside of Australia, it has or will put in place processes and systems treat sufficient to ensure that the Delegate List or Event Participant List are handled in accordance to the APPs and all applicable privacy and data protection laws;
- represents and warrants that it has in place systems, and has taken and will take adequate steps, to ensure the Delegate List or Event Participant List is at all times kept secure and protected against unauthorised disclosure, access and use;
- agrees that it will advise ASFA immediately upon discovery of any data breach involving personal information (including the Delegate List or Event Participant List) shared by ASFA;
- acknowledges and agrees that it will be liable for any and all liabilities, losses, damages, costs and expenses suffered or incurred by ASFA (Losses) or itself as a result of the Event Contributor not handling any personal information (including the Delegate List or Event Participant List) it receives from ASFA in accordance with this Agreement, but will not be liable for any Losses resulting from ASFA failing to obtain the correct consent from an attendee to share their personal information or failing to meeting any of its APP obligations; and
- acknowledges and agrees that the Delegate List or Event Participant List will only be provided to the data recipient nominated by the Event Contributor and that this data recipient must be an employee of the Event Contributor.

Signed for and on behalf of the Event Contributor by: _____ (signature) on ____/____/____.

Full Name: _____ Position Held: _____