

2023 Physical and Health Education National Conference



**PEI CONVENTION
CENTRE**
CHARLOTTETOWN, PEI



4-6
MAY
2023

PHECANADA.CA/PHEPEI2023

Partner Terms & Conditions

These terms and conditions are the contractual agreement between PHE CANADA (hereinafter referred to as the 'Organizer') and the exhibiting or sponsoring partner (hereinafter referred to as 'Partner').

AGREEMENT: By completing the National Conference Partner Registration Form, the Partner agrees to abide by these rules and regulations and those of the facility and by the decisions of the Organizer. This Agreement will become binding on both the Partner and the Organizer upon its acceptance by the Organizer.

ASSIGNMENT OF SPACE: Exhibit space shall be assigned by the Organizer in their sole discretion for the Conference. The Organizer reserves the right to change the floor plan or to move a Partner to another booth location prior to or during the Conference for any or no reason.

CANCELLATION BY PARTNER: All notices of cancellation must be received in writing by 5:00pm (EST) on February 28, 2023. There will be an administration charge of 25% of the partner fee for all cancellations. No refunds will be issued for cancellation notices received after 5:00pm (EST) on February 28, 2023.

CANCELLATION OF THE EVENT: In the event that the Conference is cancelled, the Partner fee paid to the Organizer will be refunded to the Partner. The Partner waives any and all claims the Partner may have against the Organizer for all expenses incurred in connection with the Conference outside of the exhibit registration fee.

CARE OF SPACE & FACILITY: The Partner shall promptly pay for any and all damages to the exhibit facility or associated facilities, booth equipment, or the property of others caused by the Partner. The Partner shall take good care of their exhibit space, not deface or mark said premises, and will keep and maintain the aforesaid premises in good order at all times. Decorations may not be taped, nailed, tacked or otherwise fastened to the columns, fabrics, or walls unless otherwise approved by the Organizer or facility service provider.

CONFIDENTIALITY: Confidentiality of the Organizer's business or information gained in the course of this Agreement shall be strictly maintained both during this Agreement and after it is completed/terminated. The provisions in this section entitled "Confidentiality" will survive any termination or expiration of this Agreement.

CONFLICT OF INTEREST: The Partner declares that they have no pecuniary or other interest in the business of any third party that would cause conflict of interest, or appear to cause a conflict of interest, in carrying out the work of this Agreement. Should such an interest be acquired during the life of the Agreement, or any extension thereof, the Partner shall declare the conflict immediately to the Organizer.

DISPLAY RULES AND REGULATIONS: The Organizer reserves the right to restrict, prohibit, or remove any exhibit or display items which, in the sole opinion of the Organizer, may detract from the general character of the Conference or be considered objectionable to the Organizer or supporting organizations, facilities, and stakeholders as a whole. In the event of such restriction or removal, the Organizer will have no liability, therefore, nor will they refund any amount paid hereunder.

DRAW PRIZES: We encourage all Partners to donate a draw prize for the delegates. Prizes will be awarded at the Conference Wrap-up / Closing. Delegates are always looking for the latest resources, programs, and equipment and this would be a great opportunity for you to further promote your organization. Please bring your prize to the Conference and provide it to Conference Staff upon registration or at the completion of the Exhibitor Marketplace.

ELIGIBILITY: The Organizer, in their sole discretion, determines whether a prospective Partner is eligible to participate in the Conference and reserves the right to reject an application for exhibit space.

INSURANCE: Exhibit space is assigned with the understanding that neither the Conference management, the sponsoring associations and societies, the Organizer, nor other organizations or persons connected with this conference, are to be held responsible for loss, damage, or injury to the Partner or to the Partner's employees or property, from any cause whatsoever prior to, during or subsequent to the period covered by this Agreement. Partners agree to maintain such insurance that will fully protect the Conference management from any and all claims under the worker's compensation act, and for personal injury, including death.

LIMITATION OF LIABILITY: The Organizer is not responsible for any loss, theft, or damage to the property of the Partner, their employees or representatives. Further, the Organizer will not be liable for damage or injury to persons or property from any cause whatsoever by the participation in the Conference by the Partner.

LISTINGS AND PROMOTIONAL MATERIALS: By exhibiting at the Conference, the Partner grants to the Organizer a fully paid, perpetual non-exclusive license to use, display, and reproduce the name, trade names, product names of the Partner in any directory (print, electronic or other media) listing the companies exhibiting at the Conference and to use such names in Conference promotional materials. The Organizer may also take photographs or video of the Partner's booth space, promotional pieces, exhibit, guests, and personnel during, before, or after the open hours of the Conference and use that content for any promotional purpose.

MEALS: Exhibitors will have access to the lunches and nutrition breaks provided during the period in which the Exhibitor Marketplace is open. Sponsors will receive access to all meals provided during the sponsored event – equal to that of registered delegates. Any other meals are not covered by the Organizer unless stated in the Partner entitlements. It is the responsibility of the Partner to inform the Organizer of any dietary restrictions of their respective representatives at least three (3) weeks prior to the event.

OTHER INFORMATION: All incidental costs during your time as a Partner, including phone calls, faxes, photocopying and staff cleanup of garbage or materials that you have left behind in your exhibit space, etc. will not be covered by the Organizer.

PAYMENT: Forms submitted without payment will not be considered complete until payment has been received. If the Partner fails to make the payment required in a timely manner, the Organizer may terminate the registration (and the Partner's participation in the Conference) without further notice and without obligation to refund any monies previously paid. Declined credit cards and NSF cheques are subject to an administration fee of \$35.00.

PRIVACY: The Organizer will not sell or share information collected with other organizations other than possibly those specifically related to the operations of the National Conference (e.g. provincial partner, host venue/facility) By providing personal / organizational information, you are consenting to the Organizer collecting and using it to contact you regarding this and other initiatives of the Organizer.

PROMOTIONAL MATERIAL: The Partner is responsible for providing PHE Canada all promotional material and artwork required (in proper format) to complete the Partner entitlements by the deadline dates set by the Organizer. Failure to do so will result in the Partner forfeiting access to the corresponding entitlement and no re-imbusement or credit will be given.

SUBLETTING OR TRANSFERABILITY: Partners may not assign, sublet, or apportion to any other entity or individual all or any part of the Partner entitlements allocated and may not advertise or display goods or service other than those produced or sold by said Partner in the regular course of business, unless approved by the Organizer. No person, firm, or organization not having contracted with the Organizer for exhibit space at the Conference will be permitted to display or demonstrate their products, processes or services, nor may this Agreement be transferred or assigned without written consent of the Organizer.

TERM OF AGREEMENT: The term of this Agreement will run from the signing date of this contract through until September 30, 2023.