

Terms & Conditions

1. Parties:

Upon receipt of a letter of confirming support (Support Letter) from the Financial Services Council of New Zealand Incorporated (the Organiser, FSC, we, us) outlining the scope of support, a signed copy is required to be returned to the Organiser, along with the supporter fee, subsequently rendering the recipient a supporter (the Supporter, you, your) for the campaign named in the Support Letter (the Campaign).

2. Supporter Agreement:

These terms and conditions from the Organiser are to be read on conjunction with the Support Letter and the Supporter Package 2022 and form the agreement between the parties (the Supporter Agreement).

3. Use of organiser Campaign materials

As a Supporter you have the right to a non-transferable, non-exclusive, royalty free licence to use the Campaign logos and trademarks, excluding those of any Campaign venue (the Campaign Marks) provided to you solely to promote your support of the Campaign, upon entering into this Supporter Agreement until such reasonable time following the Campaign (the Term) and in accordance with the Supporter Agreement.

The Organiser will record the Campaign through filming and photography as applicable and reserve the copyright to all materials recorded in this manner. Request for footage by any supporter will be reviewed on a case by case basis.

4. Use of supporter logo and promotion

You grant to the Organiser, a non-exclusive, royalty free, sub-licence to use your logos and trademarks (the Supporter Marks) provided to us as part of this

Supporter Agreement, including promotion across all Campaign materials and will provide them to the Organiser as part of this Supporter Agreement.

You undertake to support the Campaign through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Campaign. The Organiser accepts no responsibility for the accuracy or content of any statements whether written or orally made by speakers in connection with the Campaign.

5. Supporter Benefits

If for any reason, the Organisers are unable to deliver any of the benefits of any supporter package (Supporter Benefits) as detailed in the Supporter Letter, we will inform you as soon as reasonably practicable. We may offer substitute Supporter Benefits in respect of the same Campaign to an equivalent value with your acceptance without any liability to you.

6. Costs associated with Supporter

As a Supporter, you acknowledge and agree that you shall be solely responsible for all costs that you incur relating to your attendance at any event associated with the Campaign, including, without limitation, any travel and accommodation costs, the costs of any temporary staff and any costs relating to any materials or equipment used at a Campaign event.

7. Loss or Damage

The Organiser, any Campaign venue and the Campaign management committee, will not be responsible for any loss or damage to the Supporter's property. All Supporter's material and equipment is the sole responsibility of the Supporter.

FSC.

8. Insurance Requirements

The Supporter shall procure all appropriate insurance cover in relation to all activities and undertakings as a result of the Campaign at the cost of the Supporter and a certificate of insurance shall be made available to the Organiser on request. The Organiser, the Campaign host body and Campaign management committee, their agents and their employees and any Campaign event venue act as only organisers of the Campaign and subsequent activities and do not accept any responsibility for any acts, accidents, or omissions on the part of service providers.

9. Supporter activities, displays and demonstrations

All Supporter activities shall remain in keeping with the dignity and the atmosphere of the Campaign and the Organiser retains the right to reject any content, display or demonstration, which does not achieve this objective. Microphones and sound amplifiers will be permitted only as long as they cause no disturbance to neighbouring supporters or attendees of any Campaign event. The Organiser or its authorised agent shall be the sole judge as to whether there is a disturbance being caused to any party.

10. Privacy Policy

In registering as a Supporter for this Campaign, relevant Supporter details may be incorporated into a delegate list for the benefit of all attendees (including the name and organisation of the Supporter) at any Campaign event and may be made available to parties directly related to the Campaign, including all employees, contractors and board members of the Organiser, any Campaign venue and accommodation providers and other supporters. The Organiser will also promote supporters through its communication channels as part of the overall Campaign promotion. The Supporter may seek amendment to these details by the Organiser at any time. The Campaign will be recorded, filmed and photographed as applicable. Media will also be invited to any Campaign event. It is the Supporters responsibility to manage their content accordingly.

Relevant supporter details will also be made available to any Campaign venue pursuant to the COVID-19 Protection Framework.

In all other respects the [FSC Privacy Policy](#) applies.

11. Supporter Fee

An invoice for your Supporter fee is included with your Supporter Letter (Supporter Fee). If the Supporter Fee is not received by us when due, we reserve the right not to supply, or cease to supply, any or all of the Supporter Benefits.

For the avoidance of doubt, supporters shall not be permitted entry to any Campaign event unless full payment has been received by us.

12. Cancellation, postponement and Force Majeure Campaign

The Organiser will use their best endeavours to ensure the supply of services to the Campaign, but it shall not be liable for any loss, damage or expense incurred by the Supporter, for any failure or delay in performing our obligations under this Supporter Agreement as a result an event or a series of connected events outside of our reasonable control and or the reasonable control of our sub-contractors and or suppliers as applicable, including, without limitation, strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or pandemic (Force Majeure Event). For the avoidance of doubt, a Force Majeure Event includes a COVID-19 order imposed pursuant to any COVID-19 Public Health Response Order, including any Order Amendments or amendments to the COVID-19 Protection Framework (Traffic Light System), that prohibits the holding of any Campaign event.

It may be necessary for us to alter the advertised content, timing, date and or location of any Campaign events. We reserve the right to do this at any time following the commencement of the Supporter Agreement to the date of the Campaign and without liability to you, provided that the Campaign, as altered, is substantially similar to Campaign as originally advertised. We will provide you with notice of any alterations as soon as is reasonably practicable. We reserve the right to cancel the Campaign at any time during its duration and will provide you with notice of the same as soon as is reasonably practicable.

In the event that we cancel the Campaign or materially alter the advertised content, timing, date and or location of the Campaign, you shall be entitled to either:

- (i) a credit for a future Campaign held by us of your choice (up to the value of sums paid by you in respect of the Campaign); or
- (ii) terminate this Supporter Agreement with immediate effect and obtain a refund (calculated in good faith) of an amount that reflects the total sums paid by you at the date of cancellation minus the value of any benefits received by you in accordance with the Supporter Letter prior to the date of cancellation. Any such refund shall be paid by us within 30 calendar days of receipt of confirmation from you of your wish to terminate this Supporter Agreement.

13. COVID-19 Protection Framework

The Organiser and all Supporters, delegates, and contractors of the Campaign are required to comply with any Campaign event venue requirements, including the provision of a valid My Vaccine Pass (or similar approved vaccination certificate) and personal identification (if required), and adhere to all requirements as per the New Zealand Government's protocols for the applicable [Traffic Light Level](#) in force at the time of the Campaign.

14. Termination

Either party has the right at any time to terminate this Supporter Agreement immediately by giving written notice to the other in the event that the other:

- has committed a material breach of any of its obligations under this Supporter Agreement and has not remedied any such breach (if capable of remedy) within fourteen (14) days of being required to do so by written notice; or
- ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.

Termination of this Supporter Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.

15. Liability

The Organiser aggregate liability to the Supporter, whether such liability arises in contract, negligence or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with the Campaign, shall be limited to the Supporter Fee paid by you.

If you have any queries please contact:

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