



## Mango Madness Festival ("Event")

### Terms and conditions of registration, admission and continued presence

- 1. We enter into this contract as agent for the Host:** These terms and conditions form a contract between You and Associated Advertising & Promotions Pty Ltd (ABN 13 085 798 750), ("We", "Us", "Our") as agent for and on behalf of Northern Territory Mango Industry Association Incorporated (ABN 46 889 006 331) ("Host"). All of Our obligations, rights and remedies under this agreement are obligations, rights and remedies of the Host. To the extent that this agreement confers a benefit, right or remedy on the Host, it is intended that We shall also have the benefit of it and the right to exercise or enforce it.
- 2. Your capacity:** You enter into this agreement in Your own personal capacity, and also for and on behalf of
  - (a) any business or organisation which, when you attend the Event, You represent or which employs You to attend the Event;
  - (b) any guest other person(s) for whom You complete registration, or for whom You purchase a ticket for the Event (a "Third Party"),and You warrant that You:
  - (c) have the express authority of any such business, organisation or Third Party to enter into this agreement on its/their behalf;
  - (d) have provided a copy of this agreement to Your employer and/or to such Third Party; and
  - (e) have the consent of the Third Party to provide his/her personal information to Us and the Host.
- 3. Compliance with terms and conditions:** You must at all times comply with this agreement and with any additional terms and conditions of entry to any space or venue connected with this Event, that may be notified at the Event or on the Event website at <http://www.mangomadnessfestival.com.au/> You must comply with any directions given by law enforcement officers, or lawful directions given by Us, by the Host and by any duly authorised personnel of the operator or controller of the venue or space.
- 4. Full payment required:** Full payment, in cleared funds and in Australian dollars, of the admission/registration fee, applicable GST, credit card fees and all other monies due and payable in connection with Your attendance at this Event must be made at the time of Your registration to, and before You attend the Event.

Payment can be made online by credit card or at the Registration & Information Area on the day of the Event. Credit card payments will incur a 1.5% + 35c fee for MasterCard and Visa, and a 1.65% + 35c fee for AMEX cards. An invoice/tax receipt will be automatically generated for all payments received online via the registration site.
- 5. Non-attendance:** Subject to clauses 6 and 7, if for any reason You do not, or are unable to, attend the Event or any part of it, or if You leave the Event early, or miss certain parts of it, You will not be entitled to a refund of any monies paid, and neither We nor the

Host will be liable for any losses You incur, including but not limited to transportation or accommodation costs, or loss of enjoyment. Once payment has been made, You may not cancel Your registration.

#### **6. Cancellation or postponement of the Event by the Host –**

- (a) The Host reserves the right to cancel or postpone the Event at any time in its sole discretion and for any reason, including circumstances beyond its control and circumstances that may be characterised as "force majeure".
- (b) If the Event:
  - (i) is cancelled:
    - A. reasonable endeavours will be made to notify You and details of cancellation will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event; and
    - B. subject to proof of purchase, a refund of monies actually received is Your sole entitlement in the event of cancellation and neither We nor the Host will be liable for any losses You incur as a consequence of such cancellation, including but not limited to transportation or accommodation costs, and loss of enjoyment; and
  - (ii) is postponed or moved to a different venue:
    - A. reasonable endeavours will be made to notify You (in this clause a "Variation Notice") and details of the postponement/venue will be posted to the Event website, at: <http://www.mangomadnessfestival.com.au/>. You are responsible for checking for such notifications/alerts prior to the Event;
    - B. on receipt of a Variation Notice, at Your option You may request a refund of the monies We have received from You. Refunds will not be processed automatically and any request for a refund must be made by following the procedure posted to the Event website, or as otherwise notified to You. Subject to proof of purchase and identity, Your refund will be processed by 31 October 2020. A refund of monies actually received is Your sole entitlement and neither We nor the Host will be liable for any losses You incur as a consequence of such postponement, including but not limited to transportation or accommodation costs, and loss of enjoyment; and
    - C. and within 14 days of the date of the Variation Notice, You do not request a refund under paragraph B of this sub-clause, You agree that You will be registered for the Event at its new (postponed) date(s) and/or venue on these terms and conditions and the monies You have paid will be retained as payment for the Event as postponed or varied.
- (c) Expenses for and arrangements You may make for travel and accommodation are at Your sole risk. We recommend that You consider making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds. We further recommend that You obtain insurance that will reimburse You accommodation and transport costs in the event of cancellation.

- (d) The parties agree that the sole rights and consequences of cancellation and variation are set out in this agreement. The *Frustrated Contracts Act 1978* (NSW), and other legislation concerning frustration of contract, do not apply to this agreement.

**7. Event subject to change** – While reasonable endeavours will be made for the Event to proceed as advertised, You agree that the following may occur without liability of any kind to You:

- (a) changes to the venue or the location of the Event or components of the Event within the venue;
- (b) changes to the Event program or content, its order or session times;
- (c) changes to the exhibitors, speakers, entertainers and other presenters;
- (d) changes to the suppliers who may make their products or services available for sale at the Event.

If any changes occur to the Event as advertised, reasonable endeavours will be made to arrange for reasonable substitutes, subject to availability and the circumstances that made the change(s) necessary or desirable. Notice of substantial and material changes will be placed on this website. You are responsible for checking for such notifications/alerts prior to the Event.

**8. Upon entry:** On entry to the Event:

- (a) You must present a valid, fully-paid ticket and satisfactory/valid proof of identity;
- (b) You must submit Yourself and any bag, container or other property to inspection and search
- (c) You must not be in possession of any thing or substance that is not permitted under this agreement;
- (d) You and each person in Your company will be provided with a wrist-band, that You must wear and display on request at all times. If You lose or remove Your wrist-band, You may be removed from the Event and if You wish to regain entry, you will be required to purchase another ticket at full price;
- (e) be appropriately attired in a manner so as not to cause offence to a reasonable person; and
- (f) comply with COVID-19 protocols as provided in clause 11.

You will be denied entry to the Event if You do not comply with the foregoing, or do not comply with the other provisions of this agreement.

**9. Your conduct at this Event** – At all times during this Event You must:

- (a) conduct Yourself in a reasonable, respectful, considerate and lawful manner;
- (b) be and remain attired in a manner that does not cause offence to a reasonable person;
- (c) be respectful of others and not act, speak or otherwise communicate or behave in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;

- (d) not interfere with the enjoyment of other attendees of the Event
- (e) if You consume alcohol at the Event:
  - (i) when requested, provide proof of identification and age, either by showing a current Australian driver's licence, current passport or state-issued proof of age card;
  - (ii) purchase alcohol from suppliers at the Event and not bring alcohol into the venue or remove it from the venue;
  - (iii) do so reasonably and responsibly, and not so as to become intoxicated;
  - (iv) not supply alcohol to any person under the age of 18 years;
  - (v) do so only within designated alcohol consumption areas
- (f) not bring into the venue, carry, consume or supply unlawful drugs;
- (g) not bring into the venue or carry any firearm or other weapon;
- (h) observe "no-smoking" signs and directions and smoke only in designated smoking areas;
- (i) dispose of litter only in bins provided and otherwise remove all litter from the venue;
- (j) not place the safety and health of any person(s) at the Event at risk;
- (k) not cause personal injury to, or defame, any person or damage the property of any person;
- (l) not cause any nuisance, or interrupt or disrupt Event content; and
- (m) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host, its contractor and of the relevant venues.

**10. Children under 14** – It is a condition of Your entry to the Venue and presence at the Event that any person under the age of 14 years must, on entry and at all times while at the Event, be accompanied by that person's parent or legal guardian, or another adult person. Un-accompanied persons under the age of 14 years will not be admitted to the Event. You are responsible for the actions and omissions of, and the consequences and any legal liability for the actions and omissions of, any person aged 13 years or less.

**11. COVID-19 safety** –

- (a) You must not Attend the Event if:
  - (i) You have been diagnosed as having COVID-19, are feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue;
  - (ii) You have been in contact, in the 14 day period before the Event, with any person that has tested positive to COVID-19 or has displayed symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue; or

- (iii) You have travelled, in the 14 day period before the Event, to Australia from overseas, to Darwin from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID-19.
- (b) At entry to and while attending the Event, You must:
- (i) comply with all applicable laws and health directives concerning COVID-19
  - (ii) comply with and submit to contact tracing protocols and procedures for COVID-19 safety, including demonstrating that You have down-loaded, to a personal mobile device the COVID-Safe app, and if applicable, submit to temperature testing;
  - (iii) strictly practise social distancing by ensuring that you remain at least 1.5 meters from persons not known to You;
  - (iv) minimise contact with persons not known to You to less than 15 minutes;
  - (v) wash Your hands regularly and use hand-sanitiser made available at the Event; and
  - (vi) if You experience any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, You must immediately report to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, You must comply with that request.
- (c) If, after the Event, You are diagnosed with COVID-19 and Your medical practitioner considers that You may have become infected within 14 days after leaving the Event, You must advise Your medical practitioner of Your attendance at this Event, permit Your medical practitioner to notify health authorities and comply with all applicable laws, health orders or government recommendations for the purposes of preventing or reducing the spread of COVID-19.

**12. Ejection** - We or the Host may, without liability to You, eject You from the Event and/or refuse entry to the Event or any part of the Event if We or the Host, acting reasonably, consider that You are in breach of these terms and conditions, or for any other reasonable cause.

**13. Release of liability** – You release Us and the Host from liability for any losses, costs (including legal costs and disbursements) damage or claims, including but not limited to:

- (a) personal injury or illness of any kind, or death;
- (b) damage to, loss of or destruction of property of any kind;
- (c) damage to reputation,

except to the extent that such loss, cost, damage or claim is directly caused by Our negligence or that of the Host (but in which case, clause 14 applies).

**14. Limitation of liability** – To the extent permitted by law, Our liability and that of the Host for any cause of action in connection with the Event, including but not limited to breach of contract, negligence or other breach of duty, is limited to the sum of the monies actually paid by You in connection with Your registration for the Event and neither We nor the Host will be liable for loss of profit, loss or revenue, lost cost savings, loss of

opportunity, loss of enjoyment or indirect or consequential loss of any kind. Neither We nor the Host purport to limit or exclude liability that cannot, by law, be excluded or limited.

**15. Independent contractor suppliers** – You acknowledge and agree that:

- (a) all goods and services supplied to You at and in connection with the Event (including but not limited to the venue(s), food and beverage, audio-visual services, security, cleaning, Event content and entertainment) will be supplied by suppliers (each, a “Supplier”) who are all independent contractors of Us and the Host; and
- (b) no Supplier, attendee, speaker, exhibitor, or sponsor is an employee, agent or partner of Us or the Host and neither We nor the Host are vicariously or jointly liable for their actions or omissions. Nothing in this agreement is intended to contract-out of proportionate liability legislation in any state or territory of Australia.

**16. Food and beverage consumed at the Event** – You acknowledge that food and beverage supplied at the Event is supplied by independent Suppliers and that clause 15 applies. Neither We nor the Host accept any liability for any adverse reaction or illness that consumption of food and beverage may cause to You and anyone in Your group.

**17. Photography and videography/filming** –

- (a) You may use small hand-held cameras and/or smart phones at the Event to take photographs and videos/films for personal, non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of intellectual property or privacy rights of any person, and provided that the subject of such photography and videography/filming consents. Such photographs and videos/films may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.
- (b) We or the Host may hire service providers (photo/video/streaming/audio) to document and display the Event experience. We and the Host may also use social media to post photos and videos and to display select submissions at the venue and on Our or the Host’s websites.
- (c) You irrevocably authorise Us and the Host to:
  - (i) record You (picture and voice) on photos, films and sound recordings (each, a “Recording”); and
  - (ii) edit and incorporate the Recording into a photo, video gallery, short film or webinar as a record of and for the promotion of the Event and future similar events,

for no monetary or other compensation to You and You acknowledge and agree that You have no right, title or interest in such Recording.

**18. Guests and other Third Parties** – If You register a Third Party (see the definition in clause 2) for this Event, You must ensure that the Third Party complies with these terms and conditions of registration, entry and attendance. If You are a guest of a registrant for the Event or other Third Party, it is a condition of Your admission to and continued

attendance at the Event, that You agree to these terms and conditions of registration and attendance and that You comply with them.

**19. Privacy and electronic messages –**

- (a) You consent to Our and the Host's collection, use and disclosure of the "personal information" You provide to Us, including any "sensitive information", as those terms are defined in the *Privacy Act 1998 (Cth)*.
- (b) You consent to the disclosure of Your personal information, including health information to health authorities if We, acting reasonably consider it necessary or desirable to do so to help prevent or reduce the transmission of COVID-19.
- (c) Unless You notify Us or the Host under paragraph (d) of this clause, You consent to receiving commercial electronic messages from sponsors and exhibitors of the Event, to which We may disclose Your personal information, including Your contact information.
- (d) If, prior to the Event, You notify Us or the Host that You do not consent to the sharing of Your personal information with sponsors and exhibitors, that request will be met. Notice under this paragraph can be given by email to Us at:  
[marketing@associatedadvertising.com.au](mailto:marketing@associatedadvertising.com.au)

**20. Assignment (transfer) of Your registration –** You may not transfer Your registration for this Event to any person.

**21. Governing law –** These terms and conditions are made under and governed by the laws applicable in Northern Territory, Australia, and You accept the non-exclusive jurisdiction of the courts of that place.