



## DELEGATE TERMS & CONDITIONS

The AIATSIS Summit 2024 (the 'Event') is organised and run by Spinifex Events WA (the 'Organiser') on behalf of AIATSIS (the 'Host Organisation'). In registering for this Event, you agree to the following delegate terms and conditions.

Please read these delegate (the 'delegate', 'participant', 'you' or 'your') terms and conditions carefully as they contain important information. You acknowledge that you have read and agree to be bound by these conditions by submitting your online registration form or attending or participating in the event if you are not required to pre-register.

### Registration

To register for the Event, delegates must submit an online registration form and follow any directions set out on the AIATSIS Summit website. On successful submission of your registration, a confirmation email of registration and tax invoice will be sent to the email address provided in the registration process. Please contact Spinifex Events WA on +61 8 6182 1380 if you do not receive a confirmation email.

If a person is registering on behalf of a delegate/s, it is the responsibility of that person to notify the delegate of the terms and conditions of registering, for which they will be agreeing to on the behalf of the delegate. Responsibility also includes providing full details of the delegate's registration details.

To be eligible for *Early Bird Registration* rates, registration must be completed, and fees paid in full prior to the early bird closing date. Any unpaid early bird registrations will revert to standard registration fees after the closing date.

The Organiser cannot guarantee the availability of tickets for social functions for delegates who register late (inside 6 weeks before the start date of the function). There is a possibility the social program may be fully subscribed so delegates are encouraged to book early.

Acceptance of registration is at the discretion of the Organiser, who reserves the right to decline any registration application. A refund in full will be provided for any declined registrations.

Any changes to your registration or transfer to another delegate, must be emailed to [AIATSIS@spinifexevents.com.au](mailto:AIATSIS@spinifexevents.com.au).

### Payment

Payment in full must be received at the time of registration or no later than 7 days from the invoice date. Should full payment for your registration not be received prior to the Event, you will be required to finalise your payment onsite. Non-payment will not be considered as a cancellation. A formal cancellation by email is required to be submitted to the Organiser or you will be liable as per the cancellation policy for the Event.

Payment can be made by credit card, Visa, MasterCard or American Express and may incur credit card surcharges. Electronic Fund Transfer (EFT) is available in advance of the Event with bank details

displayed on all invoices issued. All fees stated are in Australian dollars and include GST unless otherwise stated.

### **Event Changes**

The Organiser reserves the right to make alterations to the Event program, venue, and timings at any time. In the event of it being found necessary, for whatever reason, that the Event is postponed or the dates change, the Organisers shall not be liable for any expenditure, damage or loss incurred by the delegate. If by re-arrangement or postponement the Event can take place, the booking between the delegate and the Organisers shall remain in force and will be subject to the cancellation schedule below.

### **Cancellation Policy**

Notice of cancellation and requests for a refund, by individuals or groups, must be received in writing by email to Spinifex Events, [AIATSIS@spinifexevents.com.au](mailto:AIATSIS@spinifexevents.com.au).

The date of the email receipt will be the basis for considering refunds. Refunds will be made after the Event less an administration fee of up to \$95.00 per person.

The following cancellation charges apply:

- Cancellations received on or prior to Wednesday 15 May 2024: Full Refund less a \$95.00 per person administration fee.
- Cancellation received on and after Thursday 16 May 2024: No refund.
- Cancellations due to illness where a valid medical certificate has been provided, will receive a full refund less a \$95.00 per person administration fee.

*(Application for refund will be considered under exceptional circumstances)*

No refund will be granted for failure to attend/no show.

As an alternative to cancellation, your registration, and additional items, such as workshops, tours, social events, partner programs etc, may be transferred to another delegate without penalty.

In the unlikely event of the program being cancelled by the Organiser, a full refund will be made, less the administration fee. Liability will be limited to the amount of the fee paid by the delegate and there will not be any additional liability to the Organiser, event hosts or any other individual associated with the event organisation. The Organiser will not be liable to you for travel, accommodation or other costs and expenses incurred if the Organiser is required to cancel or relocate the Event.

### **Cancellation Due to Travel Restrictions**

Where the participant cancels due to travel restrictions other than vaccination or testing requirements, the participant will be contacted and offered a refund or a credit, where such an offer is at the discretion of the Organiser. The Organiser reserves the right to withhold some monies to cover administrative expenses and other losses, dependent on when notice of cancellation is given by the participant.

## **Force Majeure**

The Organiser will not be liable (except as required by law) for any loss, damage, injury, costs, or expenses in relation to:

- events which are beyond the control of the Organiser including but not limited to acts of God, pandemic, epidemic or other widespread illness, blackouts, fire, explosion, flood, earthquakes, war, national emergency, military unrest, acts of terrorism, protests, riot, civil commotion, industrial action, lockouts, strikes or other labour disputes.
- Acts or omissions of an independent contractor or other party outside of the Organiser's control who supplies products or services in connection with the Event.
- Unknown or unforeseen defects in any venue, vehicle, device, or material used in connection with the Event.

## **COVID Acknowledgement (applicable to in-person events)**

All delegates must confirm, for themselves and any other attendees they are purchasing Event tickets on behalf of, that they acknowledge the risk in attending an event where people will gather, and cannot hold the event Organisers, host organisation and the Melbourne Convention and Exhibition Centre (the 'venue') responsible should they contract COVID-19.

You acknowledge that, even with rigorous capacity and control measures in place at events, there remains an unquantifiable risk of transmission of viral illness including COVID-19 at an event of this nature. Further that you have considered the risk and your own personal circumstances, including any health condition or vulnerability that you may have and/or that of persons whom you will be in close contact with following your attendance at the Event. You also acknowledge that, for a small number of people COVID-19 has very serious health consequences. By attending this Event, you (and any persons who attend the Event with you) acknowledge and accept these risks.

## **Vaccination & Testing Requirements**

Delegates shall comply (were necessary), with all Government (Federal and State) COVID-19 vaccination or testing requirements for entry into the Australian State or Territory where the Event is being held. In addition, participants are also required to comply with all requirements set by all contracted venues for the Event.

Where the participant does not meet a vaccination or testing requirement:

- a) prior to departure from the participant's home location, the participant will forfeit any and all monies paid; or
- b) for entry to the venue, the participant will not be granted entry and will forfeit any and all monies paid.

All requirements can be found on the relevant Government and Venue websites or alternatively contact the Organiser's office.

## **Accommodation Terms and Conditions**

Accommodation bookings are the responsibility of the delegate. The Organiser has negotiated specific rates with a range of hotels. These rates can be accessed by following the links under the 'Accommodation' section of the registration form. The Organiser has no control over room booking or availability. Occasionally, hotels may offer special promotional rates below the pre-negotiated rates.

## **Visa Requirement**

It is the sole responsibility of the attendee to take care of his/her visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications.

## **Photography & Filming**

Photos and video recordings will be taken during the event. By entering this event you agree to being filmed or photographed which may be used for marketing or promotional purposes.

## **Insurance**

Registration fees do not include insurance. All participants are advised to procure their own insurance to cover all risks including (but not limited to) costs of travel, accommodation, registration and ticket fees, personal property, health and medical expenses, injury, death, and all other risks. The Event, Host Organisation and Organiser will not be held liable for any claims under any circumstances.

## **Indemnity**

In the unlikely event of industrial disruption or other unforeseen circumstances, the Host Organisation, Co-Convenor (First Peoples' Assembly of Victoria), venue and the Organiser accept no responsibility for loss of monies incurred by delay or cancellation.

## **Liability**

Views expressed by speakers, sponsors and/or exhibitors are their own. The Organisers, host organisation and Organising Committee cannot accept liability for any advice given, or views expressed, by any speaker, sponsor and/or exhibitor at the Event or in any material provided to delegates. In addition, the Organiser shall not be responsible, or liable for any direct or indirect loss or damage of any sort incurred as the result of the services or information provided in connection with the Event.

## **Privacy**

The Organiser operates a strict privacy policy and is committed to protecting the privacy of its delegates.

During the registration process, the Organiser will gather and record personal information necessary for your attendance and for future communication purposes. All personal information is gathered,



stored, and disseminated in accordance with the National Privacy Principles (NPPs) as set out in the Privacy Act 1988 (as amended).

### **General**

The Organiser reserves the right at all times to change, amend, add, or remove any of the above terms without prior notice. If one or more of the conditions outlined in these Delegate Terms & Conditions should be or become invalid, the remaining conditions will continue to be valid and apply. These Delegate Terms & Conditions apply to all participants of the Event, including speakers, sponsors, and exhibitors.