

## AUSTRALIAN INFORMATION SECURITY ASSOCIATION REGISTRATION

### AGREEMENT Terms and Conditions

#### 1) ABOUT

- a) Welcome to [www.cyberconference.com.au](http://www.cyberconference.com.au) (the 'Site'). The Site is owned and operated by Australian Information Security Association (AISA) Limited (ABN 18 171 935 959) ('AISA').
- b) AISA is an Australian-based professional membership association and peak industry body that seeks to facilitate the development of a robust information security sector by building the capacity of professionals in Australia and advancing the cyber security and safety of the Australian public and businesses and governments in Australia.
- c) AISA is a public company limited by guarantee and registered as a charity and not-for-profit. Our Site is provided primarily for information and event hosting purposes.
- d) These Terms and Conditions ('Terms') along with our Privacy Policy which form a part of these Terms, govern the use of the Site and your registration to any event ('Event') that we make available to you through our Site.
- e) Any reference to "our," "we," "us" means AISA. Any reference to "you" or "your" or "Registrant" means you as a user of our Site and registrant to attend an Event.
- f) We reserve the right to update these Terms from time to time. Any changes to these Terms will be effective from the date published on our Site. By continuing to use our Site you accept these Terms as they apply from time to time.

#### 2) EVENT AGREEMENT AND CODE OF ETHICS/RULES

- a) These Terms apply to the Event that you register to attend through our Site and form an agreement between you and AISA ('Agreement'). You enter into this Agreement in your personal capacity and where applicable also for and on behalf of any business or organisation which you represent, and you warrant that you have the express authorisation to enter this Agreement on behalf of any person (natural or legal) that you represent and have provided a copy of this Agreement to that person.
- b) AISA may engage a third party to manage the hosting and operational aspects of an Event.
- c) The AISA Code of Ethics and Conference Behaviour Rules (Ethics and Rules) are incorporated into this Agreement by reference and apply to all Registrants, whether they are AISA Members or not, and to all attendees, including staff and third parties. Attendees who do not comply with AISA Ethics and Rules may be asked to leave. No refund will be made under these circumstances.

### 3) REGISTRATION TO EVENT AND ACCEPTANCE OF TERMS

- a) You can register for an account ('Account') through the Site to register for an Event ('Registrant'). Registration takes place on a first come first served basis.
- b) By registering for an Account through the Site, you will be required to accept our Terms and Privacy Policy by clicking "register" in the user interface. By clicking "register" you agree to all the terms and conditions of our Terms and Privacy Policy listed on the Site which gives notice to you through our user interface as follows:
- c) By Registering, you agree that you've read and accepted our Terms and Conditions and you consent to our Privacy Policy.
- d) As part of the registration process for Users, and as a condition of your use of the Site, you must provide current, accurate identification, and other information to register, which may include but is not limited to:
  - (a) name
  - (b) organisation
  - (c) job title
  - (d) an email address;
  - (e) a mailing address;
  - (f) a telephone number;
  - (g) a password;
  - (h) payment information; and
  - (i) any other information we request to create an Account for you to register to attend an Event advertised on our Site.

### 4) REGISTRATION DATA

- a) You agree that you will provide accurate, true, and correct information in your Registration Data.
  - b) AISA may, in its sole discretion deny anyone access to an Account at any time and for any reason.
  - c) You agree that AISA may send direct communications to you including periodic newsletters and short message service (SMS) to the email addresses and mobile devices that Registrant makes available.
  - d) If Registrant Data changes, Registrant is solely responsible for and must promptly update Registration Data to reflect those changes.
  - e) Registrant agrees that:
    - i) Registrant is solely responsible for maintaining the confidentiality of Registrant Account and the secrecy of Registrant's user name and password ('Login Credentials');
    - ii) Registrant must not authorise or permit anyone else to access Registrant Account by using the Login Credentials;
- iii) if Registrant Account has been compromised in any way, Registrant must contact AISA immediately;

- iv) Registrant's access to and use of the Site is non-transferable; and
- v) Registrant will use the Site only for purposes permitted by these Terms.
  - f) Registrant warrants that:
    - i) Registrant is fully able to attend the Event selected without undue risk; ii) Registrant is legally capable of entering into contracts; and iii) Registrant is authorised to access our Site and that all relevant consents have been obtained to attend the Event and agree to the Agreement.
  - g) AISA reserves the right to terminate and deny anyone access to a Registrant Account or Event at any time for breach or suspected breach of these Terms.

## **5) RELIANCE ON OUR SITE**

- a) The content on our Site ('Resources') is intended to provide a general overview for information and guidance purposes only. It is not intended to constitute legal or professional advice.
- b) AISA makes no representations or warranties of any kind as to the Resources on this Site whether express or implied.
- c) Although we make reasonable efforts to update the Resources on our Site, we do not warrant that the Resources on our Site are in all respects accurate, complete, or current.

## **6) COMPLIANCE WITH VENUE TERMS AND CONDITIONS**

- a) You must at all times comply with the terms and conditions of entry to each venue connected with this Event and with any lawful directions given by AISA or any authorised venue personnel.

## **7) DELEGATE PASSES AND ID**

- a) Delegate Passes issued for an Event are valid for named Registrants only and cannot be transferred. A government or company issued photo identity document is required to be presented on registration, and where reasonably requested by AISA, venue operator, security personnel and venue staff. Attendees who are unable to provide identification which matches their delegate pass may be asked to leave.

## **8) CONFERENCE SPECIFIC SOFTWARE APPLICATIONS**

- a) AISA may contract a third party to provide conference-specific software applications for the purpose of monitoring attendance at the various Event streams and speaker sessions, and to assist AISA Sponsors and Partners to engage with attendees for sales and marketing purposes. On registration at the Event as a Registrant, you will be provided with a bar-coded identity tag, which when scanned will provide your registration details to the Sponsor, Partner, AISA or venue operator representative. You may consent or refuse to have bar-coded identity tag scanned by Sponsor or Partner. AISA and venue operator will process all personal information in accordance with AISA's Privacy Policy. AISA cannot and will not be responsible for personal information that you, as a Registrant consent to disclose to Sponsors or Partners. Details shared via scanning but not limited to include; First name, last name, job title, organisation, primary email address, best contact phone number, city, state and country.

## **9) PAYMENT**

- a) Prices for attendance are published on the Site and may be subject to change from time to time. It is the responsibility of the Registrant to ensure that they understand and agree to the

relevant pricing (early-bird, member rates, training discounts, conference dinner etc.).

Registration is subject to full payment being made no later than 21 business days after online registration. Registration is not complete until confirmed to you by AISA.

- b) To attend the Event, you must pay the full registration fee (plus GST) published on the Site in Australian dollars and through the payment method made available to you ('Registration Fee'). Payment for "early bird" registration must be made in full by the advertised cut-off date for early bird registration, otherwise the standard registration fee will apply.

## **10) CANCELLATION AND REFUNDS**

- a) All sales and Event bookings are final. No exchange, credit or refund will be given except in the case of cancelled or rescheduled Events. It may be necessary for reasons beyond the control of AISA to alter the advertised content, timing and/or location of the Event or the advertised speakers. AISA reserves the right to do this at any time, in which case AISA will provide Registrants with notice of changes. We reserve the right to cancel or postpone an Event or convert it to an online virtual event at any time and for any reason in our sole discretion. If AISA cancels or reschedules an Event, our liability in the Event of cancellation or reschedule is limited to a refund or credit note of the Registration Fee and is subject to the terms and conditions set out below:
- b) Travel and accommodation. You agree that we will not provide a refund for any travel, accommodation or other out-of-pocket costs associated with the cancellation of an Event.
- c) Force majeure. AISA accepts no liability if an Event is cancelled or postponed for reasons beyond our reasonable control resulting from an Act of God, pandemic, governmental regulation, fire, war, terrorist activity, civil commotion or other.
- d) Transfers or substitutions. If a Registrant is unable to attend the Event a substitute delegate may attend. Substitution can be arranged at any time, including on the Site. Each substitution is subject to an administration fee of AU\$100 (one hundred Australian Dollars).
- e) Cancellation. If you are no longer able to attend the Event and wish to cancel your registration, please email [registration@aisa.org.au](mailto:registration@aisa.org.au). Please note that your cancellation is subject to the following:
  - i) cancellation more than 90 days (26 August 2024) before the Event: 100% refund of the fees;
  - ii) cancellation between 89 days and 31 days (25 October 2024) before the Event: 50% refund of the fees;
  - iii) cancellation between 30 days and 15 days (11 November 2024) before the Event: 25% refund of the fees;
  - iv) cancellation 14 days (12 November 2024) or less before the Event: No refund issued;
  - v) no refunds or credit notes apply for non-attendance or change of mind to attend the Event.
- f) Refund processing. AISA will process refunds in accordance with the Australian Consumer Law for major failures ('Major Failures') and minor failures ('Minor Failures'). For example, a Major Failure occurs where you would not have bought the services if you had known about the defect, the services are significantly different to what was described, the services are substantially unfit for their usual purpose, or a purpose made known to you or the services are unsafe. For major failures or substantial problems with the services as defined under the Australian Consumer Law, you are entitled to a replacement or refund. If the services fail to

be of acceptable quality, and the failure does not amount to a Major Failure ('Minor Failure'), we are entitled an opportunity to fix the minor problem as long as this is within a reasonable period of time. If we cannot fix the Minor Failure, you are entitled to cancel the contract with us and obtain a refund for the proportion of the services not already consumed at the time of the cancellation. AISA does not offer returns and refunds for 'buyer's remorse', if you do not attend the Event, you arrive late or are refused entry or if you have changed your mind. Except as required by law, any fees paid by you are final and non-refundable. If you would like a refund of fees paid, requests must be made in writing to [registraion@aisa.org.au](mailto:registraion@aisa.org.au). Please note that refunds of registration fees are only available to registrants who cancel their registration 7 days or more prior to the Event date.

## **11) EVENT CHANGES**

- a) Details of speakers and topics are correct at the time of publication. However, circumstances beyond the control of AISA may necessitate substitutions of speakers and topics for which AISA cannot be held responsible. We reserve the right without occurring liability to you to change the Event venue, the program content and order, the speakers and presenters and the sessions times. You are responsible for checking such changes which will be published on our Site prior to the Event.

## **12) CONDUCT AT THE EVENT**

- a) At all times during this Event, you must:
  - i) comply with all lawful directions and requirements of AISA and the authorised representatives of the venue manager;
  - ii) comply with the law and all applicable industry standards in relation to the Event;
  - iii) conduct yourself in a respectful and lawful manner; iv) not act, or permit someone else to act, in a dangerous, intimidatory, noxious, noisome, offensive, illegal, immoral, noisy, or objectionable manner, or in a manner likely to be detrimental to the operation, prestige, reputation, image or goodwill of AISA and the Event.
  - v) not place the safety and health of any person(s) at the Event at risk; vi) not create a hazard or cause alarm or discomfort to the audience; vii) not bring or permit any explosive, fuel, ammunition, firearm or flammable liquid or substance or any dangerous weapon to be brought into or used at the Event venue;
  - viii) drink responsibly if alcoholic beverages are served at the Event (AISA and venue staff have the right to deny service to participants for any reason and require a participant to leave the Event);
  - ix) not cause personal injury to, or defame, any person or damage the property of any person;
  - x) not distribute any posters, signs or advertising, merchandise or other printed material without permission from AISA.
- b) Any denigration or harassment of any other attendee, participant, sponsor, partner, exhibitor or affiliate is unacceptable behaviour at the Event and constitutes a breach of these Terms.



- i) We reserve the right without liability to you to refuse entry or require you to leave if your behaviour is deemed unacceptable or if you breach any of these Terms.

### **13) EMERGENCY CONTACT**

- a) AISA has the authority to make emergency announcements over any sound system and internal video monitor system at any time.
- b) You agree that we may contact your chosen or other appropriate emergency contact in case of any emergency arising at the Event including for medical treatment.

### **14) IMAGES, PHOTOGRAPHY AND VIDEOGRAPHY/FILMING**

- a) In these Terms, 'Media' means all photographs, film, audio, or other recording including all negatives, transparencies, prints or digital information pertaining to them, still or moving, taken of me and includes all digital, electronic, print, television, film, radio, audio, audio-visual works and other media now known or to be invented.
- b) You irrevocably consent to being filmed or photographed by AISA (or its representatives) and to AISA using your name, likeness, image or voice through Media for the purpose of promoting our Events, or other products and services. No remuneration is payable for such use.
- c) You agree to give AISA and their agents and assigns, all right, title and interest to use or alter the Media for any lawful purpose which may include but not be limited to, advertising, promotion, marketing, social media, trade and packaging for any product or service, whether used in conjunction with my name or any other name. AISA's rights in relation to the Media include the following:
  - d) using, reproducing, adapting, or exploiting all or any part of the Media;
    - i) the use of Media for advertising, merchandising or promotional purposes of any kind;
    - ii) attributing authorship of the Media to AISA; iii) not attributing authorship of the author when communicating, exhibiting, or performing the Media to the public or in public, and when reproducing, copying, publishing and adapting the Media;
    - iv) materially altering the Media in any way, or making any modification, variation or amendment of any nature whatsoever to the Media; and
    - v) using the Media for research, analytics and marketing purposes.
  - vi) You agree that the Media may be combined with other material and may be cropped, altered or modified.
  - vii) You release AISA, its affiliates, officers, agents and employees from any claims for remuneration or any form of damage whether foreseen or unforeseen associated with the proper artistic or commercial use of the Media. You agree that this release is irrevocable and applies in all States and Territories of Australia and worldwide.
  - viii) You agree that you must not take photographs, make film, audio or other recording at the Event for commercial purposes without our written permission. We reserve the right to require that cameras, audio and video recorders or other equipment may not be used at certain Events.

If you have concerns over this, please contact AISA at [registration@aisa.org.au](mailto:registration@aisa.org.au)

#### 15) MINORS

- a) Unless expressly specified to the contrary, children under the age of 18 are not permitted to attend the Event.
- b) Children under the age of 18, who have been approved to attend, must at all times be under the supervision of a responsible adult (18 years of age or older) when attending the Venue. A responsible adult means a person who is 18 years or older and is:
  - i) the child's parent, step-parent, guardian, grandparent, or
  - ii) the child's spouse who is over the age of 18 years, or
  - iii) a person who is acting in place of a parent and who could reasonably be expected to exercise responsible supervision of the child (i.e teacher).
- c) If the event has alcohol service, minors are not able to attend even if under adult supervision
- d) Additional requirements may also apply for the Event. Please contact [registration@aisa.org.au](mailto:registration@aisa.org.au)

#### 16) INTELLECTUAL PROPERTY

- a) You acknowledge that the intellectual property rights in or relating to the Event (including presentations by speakers) is the property of or licensed by AISA or the intellectual property rights holder.
- b) The material on the Site and comprised in any of the Resources and the Event are subject to copyright and owned by the copyright owner. The copyright material on the Site and presented at the Event is protected by copyright under the laws of Australia and through international treaties.
- c) Unless otherwise indicated, all rights (including copyright) on the Site (including but not limited to text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned or controlled by AISA or any related entities. Information procured from a third- party may be the subject of copyright owned by that third-party.
- d) Unless otherwise indicated, you must not reproduce or redistribute any material on the Site or presented at the Event. Nothing contained on the Site or provided at the Event should be construed as granting a licence or right to use any such intellectual property without the prior written consent of the rights holder.
- e) You must not use any of our trade marks or any trade marks used at the Event:
  - i. in or as the whole or part of your own trade marks; ii. in connection with activities, products or services which are not yours; or
  - iii. in a manner which may be confusing, misleading, or deceptive.

The obligations under this clause survive termination or expiry of these Terms.

#### 17) DISCLAIMER

- a) The Resources on our Site are intended to provide a general overview of information and guidance purposes only. It is not intended to constitute legal or professional advice.

- b) Your use of this Site or the receipt of any information from us is at your sole risk.
- c) AISA makes no representations or warranties of any kind as to the Resources on this Site whether express or implied.
- d) Although we make reasonable efforts to update the Resources on our Site, we do not guarantee that the Resources on our Site is in all respects accurate, complete, or current including third party material and advertisements.
- e) It is your sole responsibility to determine that the Event or any other related products and services meet your needs or are otherwise suitable for the purpose for which they are purchased or used. AISA's services, their content, and their links are provided on an "as is" basis and are used only at your sole risk, to the fullest extent permissible by law. AISA disclaims all warranties, express or implied, of any kind, regarding the Event and any associated products and services (including its content, hardware, software and links), including any implied warranties as to fitness for a particular purpose, merchantability, title, non-infringement, results, accuracy, completeness, accessibility, compatibility, security and freedom from computer virus. If applicable law does not allow the exclusion of some or all of the above implied warranties to apply to you, the above exclusions will apply to you to the fullest extent permitted by applicable law

#### **18) LIMITATION AND EXCLUSION OF LIABILITY**

- a) Attendance at the Event is at your sole risk. You release AISA and all of its employees, agents, subcontractors and any one engaged or performing services at the Event from all liability and loss (including legal costs), whether arising in contract or tort (including negligence) for but not limited to:
  - i) death or personal injury of any kind sustained by you; ii) damage to, loss of or destruction of property of any kind.

All property brought into the Event is at your sole risk and AISA is not responsible for any damage to or theft of property at the Event.

- b) To the extent permissible at law, you agree that we, our affiliates or subsidiaries, or any of our directors, officers, employees, partners, agents, contributors, and licensors shall not be liable to you or any third party for any:
  - i) loss of profit or opportunity (whether incurred directly or indirectly); ii) damage to goodwill or business reputation and any other intangible loss;
  - iii) special, direct, indirect, incidental, punitive, exemplary or consequential damages whatsoever or any other losses, costs or expenses of any kind, including loss of data, legal fees, expert fees, cost of procuring substitute services, or any other disbursements
- c) arising, directly or indirectly, from your reliance on, access to, use of, or inability to access or use, the Event or any products or services associated with it including any material published on or through the Site whether



through common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- d) The Event is provided “as is” and specific results cannot be guaranteed. It is your sole responsibility to determine that the Event or any part of it meets your needs or any associated products or services are otherwise suitable for the purposes for which they are used.
- e) No supplier, exhibit or sponsor at an Event is an employee, agent, or representative of AISA. AISA cannot accept liability for advice or supply given, or views expressed, by any speaker or attendee at the conference or in any material provided to you at an Event.
- f) These Terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible AISA limits our liability for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with Registration and/or attendance by Registrants or otherwise in relation to the Event, as follows, at our option:
  - i) for any claims relating to these Terms, to the registration fees payable to attend the Event; or
  - ii) in the case of products including any digital products (a) the replacement of the products or the supply of equivalent products; (b) the repair of the products; (c) the payment of the cost of replacing the products or of acquiring equivalent products; or (d) the payment of having the products repaired; or
  - iii) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

This clause survives the termination or expiry of these Terms for whatever reason

#### **19) INDEMNITY**

- a) You indemnify us against all losses, costs and expenses (including actual legal costs and disbursements on a full indemnity basis) incurred in connection with any claim, demand, action or proceedings arising wholly or partly, directly or indirectly, from your act or omission, and whether such claim, demand, action or proceeding is founded wholly or partly on:
  - i) your unlawful act or omission, willful default, negligence, breach of contract (including this agreement), or other breach of duty or any cause of action whatsoever; and/or
  - ii) your breach of these Terms.

#### **20) ADVERTISING AND LINKS**

- a) The Site may contain links and pointers to websites operated by third parties.
  - i) We do not control these linked websites and are not responsible for the contents of any linked website. The links are provided solely for your

convenience and do not indicate, expressly or impliedly, any endorsement by us of the site or the products or services provided at those sites.

- ii) Your access to any such website is at your own risk. You should contact the relevant third-party directly to enquire on that information prior to entering into a transaction in relation to the third-party products and services.

## **21) NO WAIVER**

No waiver of rights under this agreement or any of our policy, or agreement between us and a Registrant shall constitute a subsequent waiver of this or any other right under this agreement. Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

## **22) PRIVACY**

- a) Please refer to our Privacy Policy which is made a part of these Terms.
- b) You consent to our collection, use and disclosure of your personal information as defined in the Privacy Act 1998 (Cth) including to:
  - i) let you know of future events or services ii) disclosure of your personal information to sponsors and exhibitors participating in the Event if you have indicated your consent at the time of registration.

## **23) COVID-19 SAFETY**

You must not attend the Event if you are sick or travelled to any COVID-19 hotspots. You may be asked health screening questions on arrival at the venue, and you agree follow the instructions of venue staff at all times and to abide by all social distancing and health protocols. You agree that while we take all reasonable health and safety precautions that you enter the Event at your own risk without recourse to claim against AISA regarding any health or emergency outcomes including death and injury for any reason.

## **24) LAW AND JURISDICTION**

- a) These Terms are governed by and construed in accordance with the laws of the State of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the Courts of New South Wales and Courts of Appeal from them for determining any dispute concerning these Terms.
- b) If any provision of these Terms is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the Terms which will continue in full force and effect.

## **25) CHANGES TO THIS AGREEMENT**

AISA reserves the right to change the terms of this Agreement at any time should AISA in its sole discretion deem it necessary to do so. In the event of the Agreement being amended or varied in any way, the version applicable at the time of Registration is the version that will apply to each registration

## **26) ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement, and supersedes any prior contract, arrangement or understanding, between AISA and the Registrant in relation to the subject matter of this Agreement.

**27) SEVERABILITY**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability but does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction

**28) FEEDBACK**

- a) We welcome and encourage you to provide feedback, reviews, comments and suggestions for improvements to the Site and our Events ("Feedback"). You may submit Feedback by using the contact details provided below.
- b) You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free, sub- licensable and transferable license under all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise use the Feedback.

**29) OUR DETAILS**

- a) This Site is operated Australian Information Security Association (ABN 18 171 935 959)
- b) Our principal place of business is at Level 8, 65 York Street, SYDNEY NSW 2000 Australia.
- c) You can contact us:
  - i) by post, using the mailing address given above;
  - ii) using our contact form on the Site, should one be made available to you;
    - by calling us at (02) 8076 6012; or
    - by email at [info@aisa.org.au](mailto:info@aisa.org.au)

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Terms last updated 14 November 2023.