

## **DELEGATE REGISTRATION TERMS & CONDITIONS**

### 1. INTRODUCTION

1.1 The conference is organised and managed by AST Management; a company registered in Australia (ABN 11 134 242 292).

1.2 References to “us” means AST Management and references to “we” and “our” shall be construed accordingly. Reference to “you” means the entity completing a booking request and references to “your” shall be construed accordingly.

1.3 All applications to register for the conference are made subject to these Terms & Conditions (which shall apply to the exclusion of any terms imposed by you).

1.4 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.

### 2. BOOKINGS

2.1 All applications to register for the conference are subject to availability and you making full payment.

2.2 Confirmation (or rejection) of your booking will be sent to you by email within two (2) working days of our receipt of your booking request.

2.3 Delegate passes issued for use at the conference are valid for named attendee only and, subject to clause 4.2 below, cannot be transferred. You may be asked for photographic ID during the conference. If you are unable to provide identification which matches your delegate pass you may be asked to leave the conference.

### 3. PRICES AND PAYMENT

3.1 Our prices for attending the conference are set out on the relevant registration booking form or can be obtained from our website. Prices may be subject to change from time to time.

3.2 If your booking has been confirmed an invoice will be sent to you within two (2) working days setting out the relevant payment instructions and terms. Payment is due within thirty (30) days on receipt of this invoice or 10 business days prior to the conference (or by the Early Bird close date – whichever comes first).

3.3 Early Bird Registration – Delegates must have registered and paid by Friday 15 May 2020 to be eligible for the early bird registration. Registration payments not received by COB Friday 15 May 2020 will revert to the standard rate.

3.4 Please be advised that credit card fees apply for payments made via credit card (MasterCard 1.19%, Visa 1.22%, AMEX 1.91%).

3.5 If you apply to register for the conference less than two (2) weeks before the date of the conference we will only accept payment by a credit card, unless we expressly agree otherwise in writing. Credit Card payments are made directly through BPoint to ensure your personal details are kept safe. None of your payment details are stored by AST Management.

3.6 If for any reason we have not received payment in full by the date of the conference you (or the attending delegate) may be refused entry to the conference. We reserve the right to cancel your booking at any time if payment is not made.

3.7 You acknowledge and accept that if payment is not made in accordance with this clause 3, interest on the overdue balances (including any period after the date of any judgment or decree against the Customer), and a late payment fee of 2% will be applied.

#### 4. CHANGES TO THE CONFERENCE AND CANCELLATIONS

4.1 It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing and/or location of the conference or the advertised speakers. We reserve the right to do this at any time. Where we alter the time and/or location of the conference, we will provide you with notice of the same and will offer you the choice of either a credit for a future event of your choice (up to the value of sums paid by you in respect of the conference) or the opportunity to attend the conference as varied.

4.2 If you are unable to attend the conference we welcome substitute delegates attending in your place at no extra cost provided that we have at least 2 days prior notice of the name of your proposed substitute and have received payment in full. Please notify us of any substitutions by email at: [conference@liveablecities.org.au](mailto:conference@liveablecities.org.au).

4.3 A full refund less a \$150 service fee will be issued for cancellations received on or before Friday 15 May 2020. Registration cancellation received between Saturday 16 May 2020 and Monday 25 May 2020, will receive a 50% refund on the registration fees. No refunds will be issued after Tuesday 26 May 2020. Non-payment does not constitute cancellation.

4.4. Cancellations of accommodation booked through the conference website 30 days or more prior to the check-in date will receive a full refund of the relevant accommodation fees; or within 30 days of the check-in date will not be refunded.

4.5 The organisers shall not be liable for any loss caused by the cancellation of the Conference where such cancellation is due to Force Majeure. The term "Force Majeure" means any circumstance beyond the reasonable control of the organisers including but not limited to War, hostilities (whether war be declared or not), terrorism, aircraft hijacking, military operation, riot, civil war, rebellion, civil commotion or unrest, Acts or Regulations of government, refusal to grant visas, explosions, natural disasters, transport delays, transport difficulties and the insolvency of airline carriers.

#### 5. CONTENT

5.1 All rights in all presentations, documentation and materials published or otherwise made available as part of the conference (including but not limited to any audio or audio-visual

recording of the conference) (“Content”) are owned by us or are included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you shall not (and shall procure that each of your delegates shall not):

5.1.1 upload any Content into any shared system;

5.1.2 include any Content in a database;

5.1.3 include any Content in a website or on any intranet;

5.1.4 transmit, re-circulate or otherwise make available any Content to anyone else;

5.1.5 make any commercial use of the Content whatsoever; or

5.1.6 use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

5.2 The Content does not necessarily reflect our views or opinions.

5.3 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an “as is” basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

5.4 To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time.

## 6. LIABILITY

6.1 Subject to clause 6.4, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with any booking (or requested booking) made by you or otherwise in relation to a conference, shall be limited to the price paid by you in respect of your booking to attend the conference.

6.2 Subject to clause 6.4, we shall not be liable to you for (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or; (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

6.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you (including your delegates) during or otherwise in relation to a conference.

6.4 Nothing in these Terms and Conditions shall limit or exclude either party's liability for:

6.4.1 death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors;

6.4.2 fraud or fraudulent misrepresentation; or

6.4.3 any other liability which cannot be limited or excluded by applicable law.

## 7. ANTI-BRIBERY

7.1 You warrant that you shall:

7.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

7.1.2 promptly report to us any request or demand for any undue influence or other advantage of any kind received by or on behalf of you in connection with the performance of these Terms and Conditions.

7.2 Breach of this clause 7 shall be deemed a material breach of these Terms and Conditions.

## 8. GENERAL

8.1 These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions and any such document.

8.2 You acknowledge that in registering a delegate place you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms and Conditions.

8.3 These Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

8.4 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

8.5 Save as set out in Clause 4.2 you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms and Conditions.

8.7 These Terms and conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of the state of Queensland and both parties irrevocably agree to submit to the exclusive jurisdiction of the state of Queensland in respect of any dispute which arises hereunder.

## 9. Attendance

9.1 Your attendance at the Conference is, at all times, at the sole discretion of AST Management. AST Management reserves the right to refuse entry to you to the Conference, or to request that you leave the Conference, without notice for any reason whatsoever. If this occurs, then a refund of the registration fee will be facilitated in some circumstances (at AST Management's sole discretion).

You must at all times comply with:

- these Terms and Conditions;
- any terms and conditions imposed by the Venue; and
- any reasonable direction given to you by AST Management, the Venue host, or any of their employees, agents or contractors,

and AST Management reserves the right to immediately terminate the registration of any delegate that it reasonably believes is not complying, or has not complied, with the above terms.

9.2 It is strongly recommended that delegates have travel insurance to cover medical and travel expenses. The conference does not endorse or have any arrangements with any companies.

## 10. PRIVACY POLICY

10.1 You acknowledge and agree that, in respect of your attendance at the Conference:

- you may be photographed, filmed or recorded;
- AST Management can use and disclose your name and image in any material, including promotional material (Material) in connection with the Conference or future conferences, without any remuneration to you;
- AST Management can use and disclose your personal information for any other purpose in connection with the Conference;
- all right, title and interest (including intellectual property rights) in the Material will automatically vest in AST Management on its creation;
- you unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of your moral rights in the Materials and agree to not institute, maintain or support any claim or proceeding for infringement of any such rights;
- AST Management's privacy policy (see <https://astmanagement.com.au/privacy-policy/>) contains further information about how AST Management uses, discloses and stores personal information. It also contains details about how you can access and seek correction of your personal information; and

- exhibitors have access to name badge scanning software that enables them to “scan” your name badge to obtain your contact details (name, company, State and email). AST Management is not responsible for the subsequent use, disclosure or other handling of your personal information by any exhibitor or any other person who obtains your personal information using the name badge scanning software.