



**International Conference on Thinking  
Melbourne Australia 7-11 July 2024**

# ICOT 2024 Terms and Conditions

All **PARTICIPANTS** are required to officially register to attend ICOT 2024. Please read these **TERMS AND CONDITIONS** before booking, as by booking, you agree to be bound by these **TERMS AND CONDITIONS**.

We reserve the right to amend these **TERMS AND CONDITIONS** at any time and will provide the most recent version on the **ICOT 2024** website, these **TERMS AND CONDITIONS** were last updated in November 2023.

The **PARTICIPANT** and **EVENT ORGANISER** hereby agree that the following **TERMS AND CONDITIONS** form part of the **ICOT 2024 (7 - 11 July, 2024) AGREEMENT** between the parties.

If you are completing this registration on behalf of another individual, you warrant that you have made the **PARTICIPANT** aware of this **AGREEMENT** and that they/he/she has accepted these **TERMS AND CONDITIONS** in writing.

## 1. Definitions

The meanings of the terms used in these **TERMS AND CONDITIONS** are set out below:

- **EVENT ORGANISER** means Encore and Brown Pty Ltd (trading as Encore Journeys), ABN 41 160 364 554.
- **EVENT** means **ICOT 2024** to be held in Melbourne, from 7 - 11 July, 2024.
- **PARTICIPANT** means the individual agreeing to be bound by the **AGREEMENT** with respect to their attendance at the **EVENT**.
- **AGREEMENT** means the **AGREEMENT**, which includes these **TERMS AND CONDITIONS**, between the **EVENT ORGANISER** and the **PARTICIPANT** regarding the **PARTICIPANT's** attendance at the **EVENT**.
- **CLAIM** means any action, suit, **CLAIM**, proceeding, demand, loss, damages, cost and expense of any nature whatsoever.
- **LOSS** means any **CLAIM**, action, damage, loss, liability, cost, charge, expense suffered or incurred, whether direct, indirect, or consequential and whether arising in contract, tort (including negligence), statute or otherwise.
- **TERMS AND CONDITIONS** means these **TERMS AND CONDITIONS**, which form part of the **AGREEMENT**.

## 2. Limitation of liability and release

**2.1** To the extent permitted by law, the **EVENT ORGANISER** and their directors, employees, agents, and contractors, are not liable to the **PARTICIPANT** for any losses arising from or in any way connected with the **EVENT**.

**2.2** The **PARTICIPANT** releases and forever discharges the **EVENT ORGANISER** and their directors, employees, agents and contractors from all **CLAIMS** which the **PARTICIPANT** may otherwise have for losses to property (including but not limited to personal property or belongings) or bodily injury or death howsoever caused, including negligence, arising from or in any way connected with, the **EVENT**.

**2.3** The **EVENT ORGANISER** is not responsible for any **CLAIM**, injury, illness (including Coronavirus COVID-19, SARS, Avian Influenza or H1N1 Influenza), death, loss (including loss of enjoyment), damage, expense, delay, inconvenience, stress, cost or other sum or **CLAIM** of any description whatsoever which results from any of the following:

- (i) the act(s) and/or omission(s) of suppliers
- (ii) the act(s) and/or omission(s) of the **EVENT**
- (iii) the act(s) and/or omission(s) of a third party (including any private or government organisation, or one of its officers, employees, or agents) or
- (iv) Force majeure as defined in clause 4.

### 3. Indemnity

The **PARTICIPANT** indemnifies and holds harmless the **EVENT ORGANISER** and their directors, employees, agents, and contractors, to the extent permitted by law, in respect of any **CLAIM** by any person, including but not limited to accompanying persons or another **PARTICIPANT**, arising as a result of or in any way connected with the **PARTICIPANT'S** and/or any accompanying person's attendance or actions at the **EVENT**.

### 4. Force majeure

If the **EVENT** is cancelled for reasons beyond its control, including but not limited to fire, flood, strikes, riots, civil disturbance, government regulations, natural disaster, severe weather conditions, mechanical malfunction, global pandemic (including Coronavirus COVID-19, SARS, Avian Influenza or H1N1 Influenza) or other conditions which make it impossible, illegal or inadvisable to hold the **EVENT**, the **EVENT ORGANISER** will, (a) reschedule the **EVENT** for another date mutually agreed upon by the client, or (b) refund all such monies (excluding the **EVENT ORGANISER'S** fees) paid to

the **EVENT ORGANISER** by the **PARTICIPANT** less expenses incurred by the **EVENT ORGANISER** in reparation for the provision of the services and any fees charged by contracted suppliers.

### 5. Liability excluded for acts of terrorism

The **EVENT ORGANISER** does not cover any **PARTICIPANT** attending the **EVENT** to provide in respect of death, injury, illness, loss, damage, costs, or expenses arising directly or indirectly from terrorism. For the purposes of this exclusion, terrorism means any act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

### 6. Change of EVENT program

The **EVENT ORGANISER** reserves the right to change the **EVENT** program and schedule, which is published as an indication only. The **EVENT ORGANISER** does not guarantee and reserves the right to refuse, at its sole discretion, admittance to any specific event, session, or keynote. Unless specified otherwise, all events, keynotes and sessions are seated on a first come first-served basis and the **EVENT ORGANISER** will have no liability to **PARTICIPANTS** who are unable to attend a full session.

### 7. Change of PARTICIPANT'S booking

The **EVENT ORGANISER** reserves the right to change the **PARTICIPANT'S** booking or part thereof due to circumstances beyond the **EVENT ORGANISER'S** control but will give the **PARTICIPANT** prompt notification of these changes.

### 8. Privacy policy

By registering for the **EVENT**, the **PARTICIPANT** acknowledges that the **EVENT ORGANISER** may disclose personal information to third parties outside of the **EVENT ORGANISER** who assist us in providing services for the **EVENT**. These may include (however are not limited to) hotels, airlines, tour

operators, venues, immigration, and customs.

For more information on the **Privacy Policy**, please click [HERE](#) or go to <http://encorejourneys.com.au/privacy-policy/>

### 9. Missed EVENT components

It is the responsibility of the **PARTICIPANT** to ensure they are on time to each session. No refund will be given for any service which is not used by the **PARTICIPANT** due to late arrival, early departure, or by choice.

### 10. Passport and visa

It is the responsibility of the **PARTICIPANT** to consult with the appropriate consulate that they have the correct visa and passport (with appropriate validations) to enter Melbourne, Australia. The **PARTICIPANT** and/or accompanying persons are solely responsible for meeting necessary passport and visa entry requirements and paying all associated costs.

### 11. Venue

Events held at **The Melbourne Convention and Exhibition Centre (MCEC)** are held under their Venue Safe Plan. For more information on the MCEC Venue Safe Plan please click [HERE](#).

### 12. Cancellation fees

**12.1** Cancellations must be made in writing to the **EVENT ORGANISER**. Cancellation fees will be subject to the date of the cancellation and the applicable venue and supplier booking conditions at that time.

If the **PARTICIPANT** decides to cancel their participation at the **EVENT** the following cancellation fees will apply:

- Cancellations received prior to 5:30pm AEST, Wednesday 1 May, 2024 - A full refund less a \$150 service fee.
- Cancellations received after 5:30pm AEST, Wednesday 1 May, 2024 - 5:30pm AEST, Saturday 1 June, 2024 - A 50% cancellation penalty will apply, less a \$150 service fee.
- Cancellations received after 5:30pm AEST, Saturday 1 June, 2024 - A 100% cancellation penalty will apply. Non-payment does not constitute cancellation.

### 13. Payment

Once registration is received, a confirmation email and tax invoice will be issued. All accounts must be paid in full 7 days from the invoice date. Should you register post Monday, 10 June 2024 payment is required within 24 hours. **The EVENT ORGANISER** reserves the right, without notification, to cancel outstanding accounts any time after the due date of the tax invoice. If payment is not received prior to the **EVENT**, access will be granted only after full payment is made.

**Payment can be made via the following methods:**

**13.1** Payment is available via Visa, an administration fee of 1.79% + GST will apply.

**13.2** Payment is available via Mastercard, an administration fee of 1.86% + GST will apply.

**13.3** Payment is available via American Express, an administration fee of 1.65% + GST will apply.

**13.4** Payment is also available via Electronic Funds Transfer, bank details are as follows:

Payment is available via EFT, please remit to -

**Account name:** Thinking Conference Melbourne

**BSB:** 013-435

**Account number:** 314769488

**Bank name:** ANZ Bank

**Swift Code:** ANZBAU3M

**Address:** 307 Clarendon St,  
South Melbourne, VIC, 3205

**Email remittance:** [info@icot2024.com](mailto:info@icot2024.com)

Please include your **surname** and **ICT503** in the reference i.e. **Jones ICT503**

International payments will incur a processing fee of AUD\$15. Your bank may also charge a fee for international transfers; therefore we recommend that you check with them prior to making your payment.



#### 14. Travel insurance

For **PARTICIPANTS** travelling to the **EVENT** it is strongly recommended that the **PARTICIPANT** and/or accompanying persons purchase comprehensive travel insurance which includes (without limitation) coverage for medical expenses, loss of luggage, cancellation, loss of deposits and strike. Travel insurance must include cover from the date of departure from home port until the date of return into home ports. If travel is booked through the **EVENT ORGANISER**, it is a condition of attendance that **PARTICIPANT** and/or accompanying persons purchase comprehensive travel insurance.

#### 15. Accommodation

**PARTICIPANTS** can book accommodation when completing their online registration. **PARTICIPANTS** will need to provide a credit card to guarantee their reservation during the initial booking process but this card will not be utilised if payment is subsequently made by another method. Once **PARTICIPANTS** receive their confirmation email, please contact the **EVENT ORGANISER** to request an invoice for EFT or for a third-party credit card form to be sent to you. **PARTICIPANTS** are to allow sufficient time for payments to be made to the hotel. **PARTICIPANTS** will still be asked to provide a credit card or cash deposit upon arrival at the hotel to cover any incidental costs.

Cancellation fees will apply after Monday 1 April if you cancel your booking, reduce the number of room nights of your confirmed stay or if you do not arrive at the hotel on your check in date.

The fee will differ according to the individual hotel's cancellation policy. The following cancellation fees will apply:

##### **Pan Pacific Melbourne & Novotel Melbourne South Wharf**

- Cancellations received prior to 5:30pm AEST, Monday 1 April, 2024 - A full refund.
- Cancellations received after 5:30pm AEST, Monday 1 April, 2024 - A 100% cancellation penalty will apply.

##### **Vibe Hotel Melbourne, Adina Apartment Hotel Melbourne Southbank & INK Hotel Melbourne Southbank**

- Cancellations received prior to 5:30pm AEST, Wednesday 1 May, 2024 - A full refund.
- Cancellations received after 5:30pm AEST, Wednesday 1 May, 2024 - A 100% cancellation penalty will apply.

For cancellations or changes, please contact the **EVENT ORGANISERS** via email on [info@icot2024.com](mailto:info@icot2024.com) or phone on 1300 870 195 or +61 3 9020 2684.

#### 16. Special dietary requirements

If the **PARTICIPANT** and/or accompanying persons have any special dietary, cultural or health practices, it is the **PARTICIPANT'S** responsibility to inform the **EVENT ORGANISER** of any of these at the time of registration, to ensure these needs can be met during the **EVENT**. Whilst it may not be possible to guarantee that the special requirements can be accommodated, every reasonable effort will be made to do so and can only be done with prior advice.

#### 17. Governing law

**17.1** This **AGREEMENT** is governed by the laws in force in the State of Victoria and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Victorian courts.

**17.2** The **EVENT ORGANISER** will comply with all applicable laws and regulations.

#### 18. Registration enquiries

All **PARTICIPANT'S** and/or accompanying person's enquiries regarding registration for and travel to the **EVENT** should be addressed:

**Attention: ICOT 2024 EVENT ORGANISERS**

Email: [info@icot2024.com](mailto:info@icot2024.com)

#### 19. Imagery / Footage

By participating in the **EVENT**, the **PARTICIPANT** and/or accompanying persons acknowledges and agrees to grant the **EVENT ORGANISERS** the right to record, film, live stream, photograph, or capture you in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise to disseminate, in perpetuity, such media without any further approval from the **PARTICIPANT**.

#### 20. Photography, Recording or Use of EVENT Information by PARTICIPANT

Photography, audio recordings, and video recordings by the **PARTICIPANT** and/or accompanying persons are not permitted without the prior written consent of the **EVENT ORGANISER**.

All information learned or observed by the **PARTICIPANT** in relation to the **EVENT**, including but not limited to keynote

speeches, session presentations, and names or company names of other **PARTICIPANTS** (“**EVENT** Information”), is for the **PARTICIPANT’S** personal use or for internal business purposes only. The **PARTICIPANT** may not publish, distribute, sell, or otherwise make available any **EVENT** Information without receiving prior written consent from the **EVENT ORGANISER**.

## 21. Minors

A minor is any **PARTICIPANT** aged under 18 years. Minors may only register as a **PARTICIPANT** of the **EVENT** if a parent or legal guardian has agreed to these **TERMS AND CONDITIONS**.

The parent or legal guardian will be asked to confirm that they consent to the minor registering as a **PARTICIPANT** in the **EVENT**. Participation in the **EVENT** will be communicated to the parent or legal guardian via the contact details provided in the registration process. The minor’s entry to the **EVENT** is subject to:

- (i) The parent or legal guardian accepting these **TERMS AND CONDITIONS**; and
- (ii) The **EVENT ORGANISER** receiving no objections from the parent or legal guardian to the minor’s participation.

If the parent or legal guardian does not give consent/or the **EVENT ORGANISER** receive objection, the minors shall not be able to proceed with their participation of the **EVENT**.

Permission must be given from the parent or legal guardian to provide any personal details. The minor confirms that the email address and personal details provided are accurate, correct and up to date.

To the extent that a minor under the age of 18 years wishes to attend social functions, (inclusive but not limited to the Welcome Reception and Celebration Event) a parent or legal guardian will be required to attend. Minors 16 years and under will also require a parent or legal guardian to accompany them to the **EVENT**. A fee shall be incurred for the accompanying adult.

Please contact [info@icot2024.com](mailto:info@icot2024.com) for more information regarding these fees.

## 22. Group registration

If a registration is being created for a group (maximum of 3 **PARTICIPANTS** per group are applicable to utilise the group registration fee), the **PARTICIPANT** submitting the registration must have permission from the friend, third party or other group members to provide their personal details to the **EVENT**. The **PARTICIPANT** confirms that the personal details are accurate, correct and up to date.

As the **PARTICIPANT** submitting the registration for your group, you agree to the **TERMS AND CONDITIONS** laid out in this document for the entirety of the group.

### ICOT 2024 PARTICIPANT AGREEMENT:

This **AGREEMENT**, comprising this document and the above **TERMS AND CONDITIONS**, is entered into between the **PARTICIPANT** and the **EVENT ORGANISER**.

This **AGREEMENT** governs the **PARTICIPANT** attendance at **ICOT 2024 to be held in Melbourne between 7 - 11 July, 2024**. By entering into this **AGREEMENT**, the **PARTICIPANT** acknowledges and agrees that:

- I have read and understand this **AGREEMENT** and the above **TERMS AND CONDITIONS**.
- I have read and understand the limitation of liability and indemnity clauses in the **TERMS AND CONDITIONS** including as they relate to the **PARTICIPANT** and/or accompanying persons.
- I understand that the **TERMS AND CONDITIONS** form part of this **AGREEMENT**.
- I understand that by clicking the ‘I agree’ box I am bound by the **TERMS AND CONDITIONS** of this **AGREEMENT**.

