

# Terms and Conditions of Registration and Attendance

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2024 ACTA Conference, 22 – 24 May 2024

Your submission of the application to register for this Event signifies Your agreement to the following terms and conditions, which apply to Your registration for, admission to, and continued attendance at this Event, and to any "Affiliated Persons" as defined below:

1. **We enter into this contract as agent for the Host** - These terms and conditions form an agreement between You and **KE Creative Events Pty Ltd** (ACN 604 741 737) as Trustee for the KE Creative Trust (ABN 60 578 909 023) ("**We**", "**Us**", "**Our**") as agent for and on behalf of **Australian Corporate Treasury Association(ACTA), ABN: 70 006 509 655**; ("**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. For avoidance of doubt, references to Us in this agreement are also references to the Host.
2. **Your capacity – Affiliated Persons** - You accept the terms of, and enter into, this agreement in Your own **personal** capacity, and also for and on behalf of any business or organisation which You represent, or which employs You, and on behalf of any guest other person(s) for whom You complete registration for the Event (each of which is an "**Affiliated Person**") and You warrant that You:
  - (a) have the express authority of all Affiliated Persons to enter into this agreement on its/their behalf and have provided a copy of this agreement to them; and
  - (b) have the consent of each Affiliated Person (being an individual) to provide his/her personal information to Us and the Host,and You must ensure that all Affiliated Persons comply with this agreement. If You are a guest of a registrant for the Event or other Affiliated Persons, 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.
3. **Compliance with venue terms and conditions** - 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 its and Our authorised personnel.
4. **Full payment required** - Full payment, in cleared funds and in Australian dollars, of the registration fee, applicable GST, and all other monies due and payable in connection with Your attendance at this Event must be made when You submit Your application to register for this Event. In the case of "early-bird" registration (if applicable), payment must be made in full by the advertised cut-off date for early-bird registration, otherwise the standard registration fee will apply. Entry to the Event is conditional on Your full payment of the attendance fee, as provided above.
5. **Your cancellation of Your registration**
  - (a) *Cancellation without reason*: You may cancel Your conference registration without giving reasons, by notifying Us by email at any time up to:
    - (i) 5pm on the date that is 60 clear days before Event starts, and We will refund all registration monies actually received from You to date, less an administration fee of \$55 including GST;
    - (ii) after the date specified in paragraph (i) but no later than 5pm on the date that is 20 clear days before Event starts, and We will refund 50% of all registration monies actually received to date, less an administration fee of \$55 including GST

but if You purport to cancel Your registration without giving reasons after the date specified in paragraph (ii) You are not entitled to a refund no refund. For avoidance of doubt, non-payment of registration fees does not constitute cancellation or notice of cancellation by You.

- (b) *Cancellation for certain reasons:* If You are unable, or will, with certainty, be unable, to attend this Event for the reason that it is unlawful for You to travel to the venue or are legally required to submit to quarantine or "lock-down" You may cancel Your conference registration, by notifying Us by email at any time before 5 pm on the date before the Event the commencement of the Event and providing particulars and such evidence of Your reasons as We may reasonably require. If We, acting reasonably, accept the reasons and evidence given:
  - (i) and there is an on-line/virtual option to attend, and You tell Us that You wish to attend by that means, You must pay the registration fee for on-line/virtual attendance. If You have already paid the registration fee in full, We will refund the difference (if any) between the full (face-to-face) fee and the fee applicable to on-line/virtual attendance.; or
  - (ii) there is no option to attend by on-line/virtual means, or if You notify Us that You do not wish to attend by that means, We will refund all monies actually received to date.
- (c) After giving notice of cancellation, if You do not received acknowledgement by email within two business days, please contact Us on + 613 9866 4111.

**6. Host's Cancellation, postponement, transfer to another venue and conversion of the Event to a virtual Event** - The Host (and We, as the agent of the Host) may cancel or postpone the Event, move it to a different venue, or convert it to an on-line/virtual event at any time, for any reason. We will notify You by email if any of the foregoing occurs, and Your entitlements to a refund or partial refund are as set out here:

- (a) *Event cancellation:* If the Event is cancelled, We will refund all monies paid to date;
- (b) *Certain Variations - Event postponement or moved to a different venue in a different city or town:* If the Event is postponed, or moved to a different venue in a different city or town and You tell Us that You cannot or do not wish to attend on the new date or new venue, You may cancel Your registration by notice to Us by email. If You tell Us that You wish to attend, We will retain the monies You have paid as Your registration Fee for the Event as varied. If You do not notify Us that You wish to attend within the period We specify when We give You notice of the variation, Your registration will be cancelled unless We otherwise agree in writing, and We will refund all monies paid to date. For the avoidance of doubt, if the Event is moved to a different venue in the same city or town, You may not cancel Your registration; or
- (c) *Conversion to a fully on-line/virtual Event:* If the Event is converted to a fully on-line/virtual event, (and You have not, initially, registered to attend as an on-line/virtual attendee) You may cancel Your registration by notice to Us by email and We will refund all monies paid to date. If You tell Us that You wish to attend as an on-line/virtual attendee, We will refund the difference between the full (face-to-face) fee and the fee applicable to on-line/virtual attendance. If You do not notify Us that You wish to attend the Event as an on-line/virtual attendee within the period We specify when We give You notice of conversion, Your registration will be cancelled unless We otherwise agree in writing, and We will refund all monies paid to date.

**7. Travel and accommodation expenses are at Your risk** - 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 (if available) that will reimburse You accommodation and transport costs in the event of cancellation.

**8. Event subject to change** – While reasonable endeavours will be made to conduct the Event as advertised, You agree that, subject only to clause 6, the following may occur without liability of any kind to You:

- (a) changes to the Event dates, the venue or the location of the Event or components of the Event within the venue;
- (b) changes to programme content, its order or session times;
- (c) changes to the speakers, entertainers and other presenters;
- (d) changes to the social programme and the venue(s) for dinners and other social events.

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 the Event website. Subject to clause 6, You are responsible for checking for such notifications/alerts prior to the Event.

**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) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (c) if You consume alcohol, do so reasonably and responsibly;
- (d) not place the safety and health of any person(s) at the Event at risk;
- (e) not cause personal injury to, or defame, any person or damage the property of any person;
- (f) be respectful towards speakers and others expressing their opinions and refrain from causing a nuisance or interrupting or disrupting programme content;
- (g) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host, its contractor and of the relevant venues;
- (h) comply with applicable laws and protocols for Transmissible Illness as provided in clause 17; and
- (i) ensure that each Affiliated Person complies with the foregoing.

We and the venue operator may, without liability to You or any Affiliated Person, eject You (and/or an Affiliated Person) from the Event and/or refuse entry to the Event or any part of the Event if We, acting reasonably, consider that You or an Affiliated Person are/is in breach of these terms and conditions, or for any other reasonable cause.

**10. Limitation and exclusion of Our/Host's liability**

- (a) This clause 10 applies to the extent permissible under the law. Nothing in this clause 10 (or in the other provisions of this Agreement) purports to limit to exclude a liability that, by law, cannot be limited or excluded.
- (b) Where Our (or the Host's) liability arises under the *Competition and Consumer Act 2010* (Cth) or analogous Fair Trading laws, then to the extent permissible by law, Our (and the Host's) liability is limited (at Our option), in aggregate, to supplying the goods and services again, or the cost of supplying those goods and services again.
- (c) In any other case, and subject paragraph (d), Our (and the Host's) total aggregate liability, and the liability of Our (and the Host's) employees, agents and contractors, to You and any Affiliated Person, for breach of this Agreement, for negligence or other tort and any other cause of action, will not exceed a sum being the equivalent of the total registration fee payable by You.

The word "*liability*" (in the phrase "total aggregate liability" means liability however arising in contract, in tort or based on any other cause of action and whether the conduct giving rise to such liability was wilful, negligent or otherwise, in any jurisdiction, and for any loss (including personal injury), damage or expense (including legal costs and disbursements).

- (d) We (and the Host) are not liable to You or any Affiliated Person, for:
  - (i) loss of profit or revenue, loss of savings, loss of opportunity, damage to reputation, loss of enjoyment and/or indirect or consequential loss;
  - (ii) loss of travel and accommodation expenses
  - (iii) You or any Affiliated Person contracting a Transmissible Illness (as defined in clause 17) at the Event, except to the extent that Our (or the Host's) failure to comply with applicable laws in connection with the conduct of the Event, causes that;
  - (iv) loss of any kind (including personal injury) to the extent caused by any third party, including any other attendees of, sponsors of, exhibitors at, or suppliers (including venue operators) to, the Event.

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

- (a) all goods and services supplied to You in connection with the Event (including but not limited to transport, accommodation, the venue, food and beverage, audio-visual services, security, cleaning, programme content and entertainment) will be supplied by suppliers (each, a "**Supplier**") who are all independent contractors of Us and/or the Host;
- (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 conduct; and
- (c) the views expressed and publications made by or on behalf of any event attendee, speaker, exhibitor, or sponsor are their own and are not necessarily shared by Us or the Host.

**12. Your breach may cause Us/Host liability to third parties** - You acknowledge and agree that Your (or an Affiliated Person's) conduct, where negligent, otherwise tortious, or in breach of this Agreement or of the venue's terms and conditions of entry, may cause Us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We or the Host may have to the venue operator or other third parties, such as other attendees, exhibitors at, or sponsors of, the Event.

If, as a direct or indirect consequence of such conduct, We (or the Host) suffer(s) or incur(s) loss or liability of any kind, We and the Host may recover such loss/liability from You and Affiliated Persons, as a reasonably foreseeable and proximate loss. This clause applies whether or not We or the Host have (in contracts with third parties) assumed contractual liability for Your conduct or that of Affiliated Persons.

**13. Virtual (on-line) participation in the Event** – If You register to participate in this Event, or any part of it, by virtual (on-line) means, You agree that:

- (a) it is Your responsibility to ensure that You have appropriate technology, internet connectivity and speed to participate;
- (b) neither We nor the Host are liable for any interruption, delay sound or picture quality problems You may experience because Your technology is inadequate or because of internet or power interruptions, or internet speed, or other connectivity problems You may experience;
- (c) You are not entitled to a refund if You are unable to participate, or if the quality of Your participation is diminished, because of the matters referred to in paragraphs (a) and (b) of this clause;

- (d) You will comply with any rules, protocols or other directions made by Us, the Host or the virtual session leader, whether published or issued in writing or orally;
- (e) If/when You post questions or messages to others participating by virtual means, Your personal information may be shared with those persons,

and You warrant that the home/work environment at which You access the virtual component of the Event is safe and free of risk to Your health and safety.

#### 14. Photography and videography/filming

- (a) You may use handheld 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 any person's intellectual property, privacy rights, or other rights.
- (b) We may (or may engage contracted service providers to) photograph, take video, or "stream" and make sound recordings (each, a "**Recording**") to document and display the Event experience. We and the Host may edit and publish Recordings in any media as a record of the Event and for the promotion of the Host's and/or Our future events.
- (c) You irrevocably consent to the inclusion of images and sounds of Your, and each Affiliated Person's participation in the Event in Recordings.

#### 15. Privacy and electronic messages – You consent to:

- (a) Our (and the Host's) collection, use and disclosure of Your personal information, including "sensitive information" as defined in the *Privacy Act 1998 (Cth)* in accordance with Our privacy policy and collection statement at the following link <https://kecreative.com.au/privacy-policy/> and <https://actatresury.com.au/terms-conditions/> ;
- (b) Our (and the Host's) disclosure of Your personal information, including "sensitive" personal information to the Host, sponsors, exhibitors and to Suppliers, to the extent We consider it necessary or desirable to enable them to provide appropriate goods or services to You.
- (c) receiving commercial electronic messages from sponsors of and exhibitors at the Event, to which We may disclose Your personal information, including Your contact information.

#### 16. Assignment (transfer) of Your registration – You may transfer Your registration for this Event to a person (the "**Transferee**"), provided You notify Us in writing and that the Transferee agrees to be bound by these terms and conditions in such manner as We require. If a transfer of a registration is made under this clause, no refund of registration fees will be payable.

#### 17. Transmissible Illness (including COVID-19) - safety

- (a) For the purposes of this Agreement, a "**Transmissible Illness**" is any transmissible illness:
  - (i) declared by any government, government authority or the World Health Organisation as an epidemic or pandemic and includes COVID-19 and any variant or derivative of COVID-19; and
  - (ii) in respect of which lock-downs, isolation requirements, travel restrictions or advisories against travel or face-to-face or personal contact have been issued, either at the place where the Event is to be held or from where You or any Affiliated Person reside or will depart to attend the Event.
- (b) You must not attend the Event if You are experiencing symptoms of a Transmissible Illness.
- (c) At entry to and while attending the Event, You and each Affiliated Person must:
  - (i) comply with all applicable laws and health directives concerning Transmissible Illness;
  - (ii) comply with all directions given by Our staff or staff of a venue operator, and with all protocols and procedures notified for safety in connection with Transmissible Illness; and

- (iii) report to Event staff any symptoms of Transmissible Illness and follow all reasonable directions given by Event staff. If requested to leave the venue, You (or the Affiliated Person) must comply with that request.

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

**19. Frustration of contract statutes not to apply** - The parties agree that the sole rights and consequences of cancellation and variation are set out in this agreement. Legislation concerning frustration of contract in *The Australian Consumer Law and Fair Trading Act 2012* (Vic), the *Frustrated Contracts Act 1978* (NSW), the *Frustrated Contracts Act 1988* (SA) and in other places, do not apply to this agreement to the extent permissible by law.

**20. Notices** – Notices to You must be sent to the email address specified in the registration form You submit to Us. Notices to Us must be sent to Us at: [cara@kecreative.com.au](mailto:cara@kecreative.com.au). A notice is received on the date of the email unless received outside the hours of 9am to 5pm on business days (being a day other than a Saturday or Sunday or a public holiday where the notice is served), in which case such notice will be deemed to have been served on the following business day.

On completion of your registration by selecting the check box where these Terms and Conditions are listed, you accept these terms and conditions on your own behalf and on behalf of all affiliated persons.