

# ACannabis 2023 - Terms & Conditions

These Event Terms (Terms) govern your purchase of tickets for, and attendance at the ACannabis 2023 event held by Medicinal Cannabis Industry Australia (MCIA).

It is your responsibility to review these Terms prior to the purchase of tickets. By purchasing tickets you agree to be bound by these Terms. We reserve the right to amend these Terms at any time, and will provide the most recent version on our website.

Throughout these Terms, the terms "MCIA", "we", "us" and "our" refer to Medicinal Cannabis Industry Australia (MCIA) and "you" refers to the individual or business purchasing tickets or attending Events.

## 1. Event Booking and Ticket Purchase

1.1 Payment for delegate tickets must be made online via EventsAir. Payment can be made via credit card. All payments must be made in Australian dollars (AUD).

1.2 In addition to the ticket price, you must pay GST and any booking, handling, credit card surcharge or postage fees specified on the EventsAir website.

1.3 Ticket prices are subject to change, and we will use our best endeavours to inform you if there is a change.

1.4 Your booking is confirmed when you receive an email notification and receipt from ACannabis. We will maintain a list of confirmed and paid up attendees for the Event, and you will receive information via email on how to access the event.

## 2. Refunds, Credits and Transfers

2.1 All cancellation requests must be made in writing to ACannabis registration via email acannabis@acannabis.com.au – clearly stating attendee name and booking reference.

2.2 Refunds will be made at the sole discretion of MCIA.

2.3 You must not, without the prior written consent of MCIA, resell or offer for sale any tickets purchased at a premium to their purchase price. You cannot resell their tickets on an online auction site. If a ticket is sold or used in a breach of this condition, the ticket may be cancelled without a refund and the holder of the ticket may be refused admission to the Event.

2.4 Substituting names will be accepted provided it is emailed to acannabis@acannabis.com.au at least 14 days prior to the Event. Registration is valid for the named attendee only.

### 3. Event Cancellation or Postponement

3.1 If the Event:

(i) is cancelled:

Reasonable endeavours will be made to notify the Registrants and details of cancellation will be posted to the Event website. Registrants are responsible for checking for such notifications/alerts prior to the Event. In this instance, delegates will receive a refund of the registration fee paid, less an administration fee.

## (ii) is postponed:

Reasonable endeavours will be made to notify Registrants (in this clause a "Change of Date Notice") and details of the postponement/venue will be posted to the Event website. Registrants are responsible for checking for such notifications/alerts prior to the Event;

On receipt of a Change of Date Notice, Registrants may:

– notify the Event Organiser that you cannot attend the Event as varied, in which case, subject to proof of purchase, a refund of monies actually received will be granted. The Event Organiser will not be liable for any losses Registrants incur as a consequence of such postponement, including but not limited to transportation or accommodation costs,

notify Event Organiser that Registrants wish to attend the Event at its new (postponed) date(s), in which case, the monies paid by Registrants will be retained, and if, within 14 days of the date of the Change of Date Notice, Registrants do not notify us in writing, Registrants are deemed to have registered for the Event at its new (postponed) date(s) on these terms and conditions and the monies Registrants have paid will be retained as payment for the Event as varied.

3.2. We will use reasonable endeavours to notify ticket holders of a cancellation or postponement by sending an email to all ticket holders and putting a notice on our website; however the responsibility to ascertain whether an event has been cancelled or postponed is yours. We do not guarantee that ticket holders will be informed of a cancellation or postponement before the date of the event.

3.3 We reserve the right to change the program at any time. Every effort will be made to ensure a program of equivalent standard.

# 4. Event Conduct

4.1. You are expected to behave in a professional and appropriate manner at the event.

4.2 We reserve the right to prohibit entry of any person to the event, or eject any person from the event based on behaviour deemed inappropriate by MCIA and/or its agents and others working under its authority.

5. Privacy



5.1 The information you provide when purchasing your ticket will be used by us for the purpose of conducting this Event.

By purchasing your ticket, you consent to the storage of your personal information on MCIA database or database held by parties contracted by MCIA to deliver events (these may be offshore parties) and MCIA may use this information for future promotional and marketing purposes including (where you have opted in) contacting you via electronic messaging.

5.2 MCIA may disclose your personal information to its contractors and agents, located in Australia or overseas, to assist in conducting this Event or communicating with you and to Australian regulatory authorities.

5.3 MCIA Privacy Policy below:

Medicinal Cannabis Industry Australia is committed to safeguarding your privacy online.

Medicinal Cannabis Industry Australia has created this privacy statement in order to demonstrate our commitment to privacy. The following discloses our information gathering and dissemination practices for Medicinal Cannabis Industry Australia.

Medicinal Cannabis Industry Australia does not collect personally identifiable information about individuals

except when such individuals specifically provide such information on a voluntary basis. For example, such personally identifiable information may be gathered from the registration process for events, subscriptions or services.

Personally identifiable information on individual users will not be sold or otherwise transferred to unaffiliated third parties without the approval of the user at the time of collection. At such points of collection, the user will have the opportunity to indicate whether he or she would like to "opt out" of having their information published and/or receiving promotional and/or marketing information about other products, services and offerings and/or any third parties.

Further, notwithstanding any opt out of promotional information by the user, we reserve the right to contact a subscriber regarding account status, changes to the membership/subscriber agreement and other matters relevant to the underlying service and/or the information collected.

Upon request, we will allow any user to "opt out" of further promotional contacts at any time.

Additionally upon request, we will use reasonable efforts to allow users to update/correct personal information previously submitted which the user states is erroneous to the extent such activities will not compromise privacy or security interests. Also, upon a user's request, we will use commercially reasonable efforts to functionally delete the user and his or her personal information from its database. Access to the database containing personal information is restricted to Medicinal Cannabis Industry Australia staff members with direct responsibility for member and customer service and/or management of the website.

Medicinal Cannabis Industry Australia reserves the right to change this policy at any time by notifying users of the existence of a new privacy statement. This statement and the policies outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

As part of our commitment to you as a user of our website, Medicinal Cannabis Industry Australia complies with data breach notification obligations as required by the Australian Privacy Act 1988.

#### Choice/Opt-Out

Our site provides users the opportunity to opt-out of receiving communications.

This site gives users the following options for removing their information from our database to not receive future communications or to no longer receive our service:

1. You can send email to info@mcia.org.au

2. You can call the following telephone number: 61 2 9427 6999

3. You can click unsubscribe within electronic communications you receive.

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact:

Medicinal Cannabis Industry Australia PO Box R1826 Royal Exchange NSW 1225 Telephone: 61 2 9427 6999 Email: info@mcia.org.au

## 6. Limitation of Liability

6.1. To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at the Event.

6.2. Where our liability cannot be excluded, such as in relation to Consumer Guarantees under the Australian Consumer Law or other prescribed terms under legislation, our liability for breach is limited to the face value of the ticket purchased by you, plus any relevant booking and delivery fees.

6.3 Except for any liability that cannot by law be excluded, MCIA (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of or in connection with the Event.



## 7. Disclaimer

7.1 MCIA provides notice to you that it makes no warranty, express or implied, that any information, materials, techniques or products or anything else presented at the Event is accurate, valid, adequate or fit for any purpose whatsoever. You are solely responsible for determining the validity, adequacy and fitness of any information, materials or products or anything else presented at this Event for any and all uses.

7.2 Statements and descriptions made by MCIA at this Event and included in the Event materials are informational only and are not made or given as a warranty.

7.3 The views, opinions and statements made at the Event are solely of those of the speakers and presenters and may not reflect the views of MCIA. Furthermore, speakers may have vested interests in the concepts and products they discuss.

7.4 MCIA is not liable for any kind of claim for loss, damage or expense arising out of or resulting from the use of any information, materials, products or anything else presented at the Event, including no liability for indirect or consequential damages.

### 8. COVID-19 safety:

8.1 You must not attend the Event if:

(a) You have been diagnosed as having COVID-19, are feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue;
(b) You have been diagnosed as having COVID-19 and are currently within your mandatory isolation period;
(c) You have completed your mandatory isolation period but are still experiencing symptoms such as fever, sore throat, runny nose or a cough that is bad or getting worse.
8.2 At entry to and while attending the Event, You must:
(a) comply with all applicable laws and health directives concerning COVID-19;

(b) comply with and submit to contact tracing protocols (where decreed by Government or Venue/Event Requirements) and procedures for COVID-19 safety, including but not limited to, registering with a QR Code on entry, or demonstrating that you have down-loaded, to a personal mobile device, the COVID-Safe app, and if requested by Event Organisers or the Venue, you must show proof of full COVID-19 vaccination;

(c) strictly practise social distancing and sanitising measures as required by Government regulations, Venue or Event requirements; and

(e) if you experience any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, you must immediately report to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, Registrants must comply with that request.