



# RACP

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### RACP Congress Series 2021 – Participation Terms

#### 1 General

- (a) These “RACP Congress Series 2021 – Participation Terms” (“**Terms**”) constitute the agreement between a participant (“**you**”) and The Royal Australasian College of Physicians (ABN 90 270 343 237) (“**RACP**”) in relation to registration for, attendance at, and participation in the Event.
- (a) The “**Event**” is the “RACP Congress Series 2021” to be held by RACP in April to May 2021 as:
- (i) single day events at physical locations which may include a number of locations in New South Wales (Sydney), Victoria (Melbourne), New Zealand (Auckland), Queensland (Brisbane), South Australia (Adelaide) and Western Australia (Perth) (each, a “**Venue**”); and
  - (ii) on a third-party online platform, including any webinars in connection with the Event (“**Platform**”).

#### 2 Registration

- (a) By registering for the Event or participating in or attending an Event, you agree to comply with these Terms and all applicable laws.
- (b) If you are registering on behalf of someone else, you must ensure these Terms are made available to each person for whom you register prior to the Event. You acknowledge and accept these terms in your personal capacity and on behalf of any other person for whom you register, including any accompanying minor. If any individual for whom you register does not agree to these terms, you must notify RACP of the cancellation of that person’s registration.
- (c) RACP and its third-party contractors may impose additional terms and conditions for the Event, including in relation to Venues or the Platform, at the time of registration or the Event. It is your responsibility to review these additional terms (including the following terms which are available at [racpcongress.com.au](http://racpcongress.com.au) carefully before you make a registration.
- (d) You must specify any special requirements (including physical or dietary requirements) via the online registration form or by advising RACP in writing via email at [RACPCongress@racp.edu.au](mailto:RACPCongress@racp.edu.au) before the closing date for registration.

- (e) Registration substitutions or modifications to your registration can be requested online at [racpcongress.com.au](http://racpcongress.com.au) or by advising the RACP in writing via email at [RACPCongress@racp.edu.au](mailto:RACPCongress@racp.edu.au).
- (f) The Event may require a registration fee. If this is the case, the fee covers entry to the Event and any applicable GST. Payment in full is required at the time of registration.
- (g) You may choose to register for social events, which will be subject to additional fees. If this is the case, the fee covers entry to the social function and any applicable GST.
- (h) You are responsible for any ancillary costs associated with attending the Event, such as the cost of any travel, food or accommodation required to attend the Event (if applicable). You agree that you will not seek payment or compensation from RACP for such costs for any reason, including if the Event is delayed, postponed or cancelled.

#### 3 Event

- (a) RACP will take reasonable measures to ensure the safety of its Events, including implementing any safety precautions recommended by Venues, site operators or public health authorities. To the extent permitted by law, RACP excludes all liability for any injuries or illness you may sustain or contract at the Event.
- (b) RACP reserves the right to:
- (i) prohibit entry of any person to a Venue, or reject any person from a Venue, including for breach of these Terms;
  - (ii) restrict access of any person to the Platform, or remove any person from the Platform, including for breach of these Terms; and
  - (iii) make changes to the Event, including in relation to the Venue, dates, times, physical capacity of the Venue, conferences, Event speakers and Event program, at any time.
- (c) **You** must observe the rules, regulations and procedures for the Venue or Platform (including in relation to workplace health and safety and security).
- (d) Information on the Event website and Event Materials is correct at the time of publication, but RACP reserves the right to change this information where necessary without notice.

#### 4 Postponement or cancellation and refunds

- (a) From time to time circumstances may require RACP to delay the start time of any part of an Event. RACP will not refund your registration fee if a start time delay occurs.

##### *Postponement or cancellation by RACP*

- (b) If the Event is postponed indefinitely or cancelled by RACP, but not due to a Force Majeure, then:
- (i) RACP will notify you in writing;
  - (ii) RACP will refund the registration fee in full; and
  - (iii) you are not entitled any claim for any loss or damage, including any losses incurred by you in relation to travel, accommodation, Event Materials and other expenses due to the cancellation or postponement. Travel and other insurances to protect against such losses are at your discretion and are not included in your registration fees.
- (c) If, due to a mandated direction of a health authority regarding COVID-19, Events at some or all of the Venues are cancelled or delayed, or physical attendance is not permitted, then RACP may change your registration for the affected Event from physical attendance at a Venue to online attendance on the Platform and will refund you for any reduction in the relevant registration fee.

##### *Cancellation by you*

- (d) You must notify RACP by email at [RACPCongress@racp.edu.au](mailto:RACPCongress@racp.edu.au) as soon as possible if you need to cancel your registration for the Event for any reason. If you have paid a registration fee and you notify RACP of a cancellation by email:
- (i) more than 60 days prior to the first day of the Event, RACP will refund the registration fee in full;
  - (ii) at least 60 days, and more than 20 days, prior to the first day of the Event, RACP will refund 80% of the registration fee; and
  - (iii) less than 20 days prior to the first day of the Event, no refund will be payable by RACP.
- (e) You must notify RACP by email at [RACPCongress@racp.edu.au](mailto:RACPCongress@racp.edu.au) as soon as possible if you need to cancel your registration for a social function. If you have paid a registration fee for a social function and you notify RACP of a cancellation by email more than 7 days before that function, RACP will refund the registration fee in full.

##### *Changes to registration*

- (f) You must notify RACP by email at [RACPCongress@racp.edu.au](mailto:RACPCongress@racp.edu.au) as soon as possible if you wish to change your registration for the Event from physical attendance at a Venue to online attendance on the Platform. If you have paid a registration fee for physical attendance at a Venue and RACP is able to change your registration to

online attendance on the Platform, RACP will refund you for any reduction in the relevant registration.

##### *Accommodation*

- (g) If RACP facilitates booking of accommodation for the Event, RACP will provide you with the cancellation policies of the accommodation supplier at the time of booking. Cancellations in whole or part may incur a penalty at the supplier's discretion under the terms of the supplier's cancellation policy.

##### *Refunds*

- (h) RACP will not refund any registration fees if you are refused entry to an Event or are removed from an Event for failure to adhere to these Terms and any additional rules, policies, procedures or directions provided by RACP or the management of a Venue.

#### 5 Intellectual property

- (a) All of the intellectual property rights in any materials used to advertise an Event or provided to you at or in connection with an Event belong to RACP and its licensors.
- (b) You may use such materials for your own personal use, but you may not use the materials for any commercial purpose, reproduce any part of the materials or share the materials with any other person without RACP's prior written consent.

##### *Your content*

- (c) To the extent that you provide any materials to RACP as part of an Event ("**Your Content**"):
- (i) you remain the owner of Your Content;
  - (ii) you grant RACP an irrevocable, worldwide, perpetual, non-exclusive licence to use, reproduce and communicate to the public Your Content for the purposes of marketing, advertising and operating the Event; and
  - (iii) you must ensure that Your Content does not include anything that is illegal, offensive, obscene, defamatory or that breaches the intellectual property, privacy or other rights of any other person.

#### 6 Privacy

- (a) RACP complies with the *Privacy Act 1988* (Australia) and the *Privacy Act 1993* (New Zealand) in relation to the collection, use and disclosure of personal information. RACP's privacy policy explains:
- (i) what RACP means by "personal information" (i.e. information about an identifiable individual);
  - (ii) what personal information RACP collects;
  - (iii) how RACP uses and discloses personal information;
  - (iv) how RACP stores personal information; and.

- (v) how a person can access and correct personal information.
- (b) RACP's privacy policy can be accessed at [racp.edu.au/home/privacy/policy](http://racp.edu.au/home/privacy/policy)
- (c) By attending an Event or by submitting any information to RACP (including via registration for the Event), you agree to the collection and use by RACP of your personal information in accordance with this policy.
- (d) You consent and authorise RACP to include relevant details (name, organisation and state) into a delegate list for the benefit of all delegates. Further details may be available to parties directly related to the Event to facilitate room bookings, special catering, physical requirements, name tag creation and conference options. Event delegates may receive material from sponsors via the Congress Secretariat. If you do not wish to receive material from sponsors, please notify the RACP in writing via email.
- (e) You consent to RACP disclosing your personal information to third parties for the purpose of managing the Event. Any organisation which RACP provides your personal information will be obliged to handle your personal information in accordance with applicable privacy laws.
- (f) In registering for the Event, you grant permission to RACP, its agents and others working under its authority, to take and to have full and free use of video/photographs containing your image/likeness. It is understood these images may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for RACP. You agree that you are not entitled to remuneration, royalties or any other payment from RACP in respect of your image/likeness or its use. You release, discharge, and hold harmless RACP and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video. Should you not agree to the above image release, you must advise RACP in writing via email at least 7 days prior to the Event. You unconditionally consent to RACP disseminating your name and any images, photographs, or videos taken of you during the Event for the purpose of providing information about the particular Event or for marketing and advertising future events.
- (g) You consent to RACP sending you marketing materials for future events. You may opt out of receiving such materials at any time by clicking the "unsubscribe" button at the bottom of the relevant communication.
- (h) RACP may engage a third party to administer and deliver services, and communications to Event attendees by email. Some third-party suppliers or their products/services are located overseas. Business details and personal information you choose to provide on telephone applications may be transferred to an overseas recipient and stored overseas to administer such services and communications to you. You agree to this transfer when you complete your registration for the Event; Australian Privacy Principle 8.1 will not apply to this disclosure.

## 7 Limitation of liability

- (a) RACP uses reasonable efforts to ensure that all information provided about an Event and at an Event is accurate and up to date but does not guarantee the accuracy or completeness of any information provided and you should not rely on it. You are advised to make your own independent inquiries regarding the accuracy of any information provided about an Event or provided while attending an Event. RACP will not be liable for any damage or loss that you may incur as a result of information being inaccurate or incomplete in any way.
- (b) While RACP will take reasonable measures to ensure the safety of its Events, you acknowledge that you attend Events at your own risk. To the maximum extent permitted by law, RACP excludes all liability in respect of any damage or loss that you may incur to your person or property in connection with your attendance at an Event.
- (c) You acknowledge that RACP is not responsible for:
  - (i) any crash or failure of the Platform beyond the reasonable control of RACP; and
  - (ii) disruptions or cancellations to the Event outside of RACP's control, including where the Venue or Platform becomes unusable or RACP is required to cancel the Event.

## 8 Force Majeure

- (a) Force Majeure means acts of God, fire, flood, war, earthquake, natural disaster, terrorism, epidemic, strike, lockout, labour controversy, civil commotion, pandemic (including the COVID-19 pandemic), acts or restriction of any government or governmental agencies, and any other circumstances beyond the reasonable control of the relevant party.
- (b) No party shall be liable for any delay in performing or failure to perform any of its obligations to the extent that such delay or failure is caused by Force Majeure, subject to that party promptly notifying the other party in writing of (1) the reasons for the delay or failure, (2) the nature and extent of the obligations affected by Force Majeure, (3) the likely duration of the delay or failure, and (4) the actions that it has taken or proposes to take to remedy the situation, and then using all possible diligence to avoid, remove or limit the effects of the Force Majeure on its performance as quickly as possible.

## 9 COVID-19 compliance

- (a) You agree, in relation to physical attendance at a Venue, to:
  - (i) comply with all COVID-19 restrictions and social distancing requirements of a State, Territory or country which apply at the time and location of the Venue;
  - (ii) comply with any COVID-19 Safety Plan applicable at the Venue; and
  - (iii) maintain a reasonable standard of hygiene at the Venue and follow reasonable directions of the Venue to reduce the risk of

transmission of COVID-19, including by using hand sanitiser and maintaining social distancing (if applicable).

that it is necessary for such use and publication);

## 10 Notices

- (a) You consent to RACP providing notices or correspondence to you by email or other electronic communication by completing the online registration form. All communication will be via the contact details you provide on your registration form, including email. RACP cannot be held responsible if you do not receive any communication.
- (b) If you have any questions about the Event or these Terms you can contact:

Congress Secretariat  
145 Macquarie Street  
Sydney NSW 2000 Australia

E: [RACPCongress@racp.edu.au](mailto:RACPCongress@racp.edu.au)  
T: +61 2 8247 6240  
W: [racpcongress.com.au](http://racpcongress.com.au)

## 11 Speaker terms

- (a) This clause 11 applies only to a person who agrees to speak at an Event ("**Speaker**").
- (b) Each Speaker confirms and agrees that they:
- (i) are solely responsible for and have checked the accuracy of the information and referencing within their presentation;
  - (ii) have been granted all appropriate consents and approvals to the use of information contained within their presentation from any third party, including patients where required;
  - (iii) where relevant, have received appropriate ethical clearances in line with the National Statement on Ethical Conduct in Human Research;
  - (iv) have complied with all legislation, including that relating to the privacy of any person or patient;
  - (v) will assist in media activity related to the Event, including interviews, as reasonably requested by RACP;
  - (vi) consent to allow the RACP to:
    - (A) publish personal details of the Speaker such as name, position, title and company name on RACP websites and in promotional material;
    - (B) publish the presentation in RACP documents and on its website, and grant RACP a royalty free, non-exclusive, perpetual licence to use, reproduce and publish all materials associated with the presentation including slides and to modify and adapt them (but only to the extent

- (C) record and/or live stream any associated presentation and make a copy of the recording available on the RACP website; and
- (D) publish all photographs taken prior to, at, and after the associated Event or which relate to it.

## 12 Abstract Author terms

- (a) This clause 12 applies only to an author listed in an abstract submitted to RACP in connection with the Event ("**Abstract Author**").
- (b) Each Abstract Author confirms and agrees that they:
- (i) agree with the content of the abstract and has given permission to be listed as an author/presenter;
  - (ii) have checked the accuracy of the information and referencing within the abstract;
  - (iii) have been granted all appropriate consents and approvals to the use of information in the abstract from any third party, including patients;
  - (iv) where relevant, have received appropriate ethical clearances in line with the National Statement on Ethical Conduct in Human Research;
  - (v) have complied with all legislation, including that relating to the privacy of any person or patient;
  - (vi) will assist in media activity related to the Event, including interviews, as reasonably requested by the RACP.
  - (vii) consent to allow RACP to:
    - (A) publish personal details of the authors (as listed in the abstract) such as name, position title, company name, and email addresses;
    - (B) publish the abstract in RACP documents and on its website, and grant RACP a royalty free, non-exclusive perpetual licence to use, reproduce and publish all materials associated abstract and any subsequent submission, presentation or slides associated with the abstract, and to modify and adapt them (but only to the extent that it is necessary for such use and publication);
    - (C) record and/or live stream any associated presentation and make a copy of the recording available on the College website;

(D) publish all photographs taken prior to, at, and after the Event.

(c) If an abstract submission is not accepted by an RACP abstract review panel, the Abstract Author may request a cancellation of registration and a refund of the registration fee by notifying RACP by email at [RACPCongress@racp.edu.au](mailto:RACPCongress@racp.edu.au) and RACP will refund the registration fee in full.

### **13 Other**

(a) This agreement will be governed by the laws applying in New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales.

(b) Specifying anything in this agreement after the words "including", "includes" or "for example" or similar expressions does not limit what else might be included unless there is express wording to the contrary.

(c) A right created under this agreement may not be waived or varied, except in writing signed by the parties which specifically refers to varying this agreement.

(d) Failure or omission by RACP at any time to enforce or require strict or timely compliance with any provision of these Terms will not affect or impair that provision in any way or RACP's rights to avail itself of the remedies it may have in respect of any breach of any such provision.