

## TERMS OF EVENT PARTICIPATION

### 1. Acceptance of Terms of Event Participation

- 1.1 You agree to the Terms of Event Participation (**Terms**) when you submit the Registration Form to us.
- 1.2 Each Registration Form you place will be a separate and binding agreement between you and us with respect to the participation in the Event.

### 2. Registration Form Submission

- 2.1 You may submit a Registration Form to participate in the Event and its Related Activities by submitting the Registration Form to us.
- 2.2 When you submit a Registration Form you make an offer to participate in the Event and we may accept or reject a Registration Form for any reason.
- 2.3 When you submit your Registration Form, you warrant that all information contained is true and correct and you have the authority to enter into this Agreement.
- 2.4 Your Registration Form is not accepted merely because:
  - you received a notice that we received your Registration Form;
  - you received a request to confirm your identity or other details; or
  - payment has been charged to the nominated credit card.
- 2.5 We will:
  - if your Registration Form is accepted, notify you by email that it is accepted;
  - if your Registration Form is rejected:
    - (i) notify you by email that it is rejected; and
    - (ii) refund any monies you may have paid to us, to the credit card that you paid with.

### 3. Payment

- 3.1 You understand the Delegate Fees and the elements making up the Event may change from time to time, and we reserve the right to amend the Delegate Fees with reasonable written notice given to you.
- 3.2 You must pay us the Delegate Fee at a time nominated and communicated to you, or if no such time has been nominated, upon submitting your Registration Form.
- 3.3 You warrant to pay the Delegate Fees in accordance with the payment terms contained in the Registration Form, or the tax invoice given to you.
- 3.4 If you pay by credit card, you warrant that your credit card details are true and correct and that you are authorised to charge the relevant credit card.
- 3.5 You must indemnify us from and against any loss or damage we suffer in connection with a breach of warranty in sub-clauses 3.3 and 3.4.
- 3.6 If you have not paid the Delegate Fees by the commencement of the Event, you acknowledge your registration in the Event can be cancelled by us at our absolute discretion, without recourse by You.

#### Early Bird

- 3.7 Should we offer an early bird reduction in the Delegate Fee, the Delegate Fees must be paid by the nominated date in order to take advantage of that offer.
- 3.8 Should any Delegate Fees remain outstanding by the end of the early bird due date, you agree and acknowledge that the Delegate Fees already paid will be applied against the full Delegate Fees and you warrant to pay the remainder of the full Delegate Fees to us.
- 3.9 Failure to abide by clause 3.8 may result in the cancellation of your Registration Form. In that event, the Delegate Fees already paid will be refunded to you less any administrative and third-party costs incurred with processing this cancellation.

### 4. Postponement or Cancellation of the Event

#### Postponement

- 4.1 We reserve the right to postpone the Event with reasonable written notice to you.
- 4.2 The rights and obligations contained in this Agreement will apply to the postponed Event date.
- 4.3 Delegate Fees already paid will be applied towards the Event's newly proposed date.
- 4.4 Should you not be able to participate in the Event on the postponed date, we will refund amounts equivalent to Delegate Fees less the administrative and third party (if any) costs incurred associated with your inability to take part in the Event.

#### Cancellation by You

- 4.5 You may request to cancel your Registration Form and we may accept your request at our absolute sole discretion.
- 4.6 If we accept your cancellation request:
  - you must pay the costs we incur in cancelling your request including administrative costs and third party costs; and
  - we will refund amounts equivalent to Delegate Fee less the costs incurred in paragraph 4.6(a).
  - cancellation by Us or the Venue
- 4.7 Subject to clause 6.1, should the Event be cancelled by Us and the Event is not postponed, we will provide you with a full refund of the Delegate Fees already paid.
- 4.8 Subject to clause 6.1, should the Event be cancelled by the Venue and the Event is not postponed, we will provide you with a full refund of the Delegate Fees already paid.
- 4.9 All refunds for credit cards are made only to the credit card that was used to pay the Delegate Fees.

### 5. Delegate Substitution

- 5.1 Should the delegate nominated on the Registration Form be unable to attend, you warrant to notify us within 10 Business Days of becoming aware of this, but not later than 1 day before the commencement of the Event, whichever is earlier.
- 5.2 Should the delegate nominated on the Registration Form be unable to attend, a substitute delegate may be nominated.
- 5.3 In the event no substitute delegate can be nominated, a refund of Delegate Fees, less a cancellation fee of \$150 will be made only if the written cancellation given to us is received by 26 September 2025. Registration cancellations received after 26 September 2025 and up to thirty (30) days prior to the Event, will receive a 50% refund of the Delegate Fees. No refunds will be given for cancellations received within thirty (30) days prior to the Event.
- 5.4 In the event of clause 5.2, should marketing materials associated with the Event and its Related Activities be in production or have already been produced:
  - you accept the responsibility that incorrect information will be recorded on such materials; or
  - we may give you the option, at our absolute discretion, to pay the fees to have the relevant marketing materials reproduced.

### 6. Unforeseeable Events

- 6.1 In the event the Event is cancelled or postponed through no fault of Us or the Venue, including but not limited to restrictions on public gatherings, border closures, lockdowns, isolation directives or otherwise from Government authorities, we will provide you with a full refund of the Delegate Fees already paid.
- 6.2 For the purpose of this clause an **Unforeseeable Event** means any event or cause beyond the reasonable control of a Party and includes:
  - strikes and/or lockouts (whether of their own employees or those of others and whether or not the party against whom such action is taken could have avoided the same by acceding to the demands of the

- employees responsible for such action);
- acts of God, war, fire, flood, embargo or litigation;
- government directives or restrictions;
- epidemics; pandemics (including but not limited to COVID-19); or
- acts of government or any agency instrumentality or any political subdivision thereof.

6.3 No Party will be liable or deemed liable to the other party for any failure or delay in meeting any obligation due to an Unforeseeable Event.

6.4 Any Party suffering an Unforeseeable Event will:

- be allowed additional time to perform its obligations under this Agreement equal to the period or periods (as the case may be) for which the Unforeseeable Event has delayed that Party's performance of its obligations;
- use its best endeavours to avoid or remove such causes of non-performance; and
- continue to perform its obligations with the utmost despatch as soon as such causes have been removed.

## 7. Related Services & Venue

### Networking Functions

7.1 No refunds on networking tickets will be provided should you cancel your participation in the Event in less than 14 working days prior to the Event.

### Venue

7.2 You agree and consent to adhering to the rules, guidelines and recommendations set by the Venue during your participation in the Event.

## 8. Images & Videos from the Event

8.1 By submitting the Registration Form you and your nominated delegate(s) understand you may feature in images and videos taken during the Event (**Content**).

8.2 You consent, in perpetuity, to the Content being in the public arena, including but not limited to television, social media platforms, print media and electronic media and billboards (**Mediums**).

8.3 You and your nominated delegate(s) acknowledge that they will not be given the opportunity to receive, inspect or approve, the Content.

8.4 We own, in perpetuity, all rights and interests in any intellectual property (including copyright in any document, or ownership of any, invention, design, or trademark) that is created in the course of or in relation to the Content.

8.5 By entering into this Agreement, you and your nominated delegate(s) consent to and give permission to us and our third parties to utilise the Content which may depict, record or refer to you including commercial use by us and/or our contractors, in perpetuity.

## 9. Accommodation

9.1 By entering into this Agreement, you accept full responsibility in relation to the booking of any accommodation.

9.2 We may nominate various accommodation options in proximity to the Venue however we make no representation as to their comfort, cleanliness, security, customer service or otherwise suitability.

## 10. Warranties and Guarantees

10.1 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) not otherwise specified in these Terms.

### Implied Terms

10.2 This Agreement includes, by implication, only those warranties, conditions and terms that:

- law or legislation implies into this Agreement; and

- law or legislation prohibits the parties from modifying, excluding or contracting away.

## 11. Limitation of Liability

11.1 To the fullest extent permitted by law, we are not liable in any way for indirect, special or consequential Liability.

11.2 To the fullest extent permitted by law, our Liability to you for your participation in the Event is limited to the amount of the Delegate Fee you have paid.

11.3 To the fullest extent permitted by law, our Liability for any breach of any condition, warranty or guarantee (including any condition, warranty or guarantee implied under sub-clause 10.2) is, at our discretion, limited to the lesser of:

- re-supplying services;
- the reasonable costs of re-supplying the services; or
- refunding the portion of the Delegate Fee that you have paid to us in respect of any services.

11.4 Nothing in this agreement will exclude or limit our ability in respect of any:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation on the part of us;
- matter which it would be illegal or unlawful for us to exclude or limit, or attempt to or purport to exclude or limit, its liability.

## 12. Indemnity

12.1 You indemnify us against all losses, Claims, Liabilities and expenses arising out of or in connection with:

- any change to the Event or Related Activities due to an Unforeseeable Event and/or any associated Government restriction/mandates/guidelines;
- your participation in the Event contrary to any of our instructions or directions; and
- a breach of this Agreement by you or your employees, agents or subcontractors.

## 13. Survival of Certain Terms

13.1 The terms of this Agreement which are capable of having effect after this Agreement ends continue to have full effect, including clauses in relation to:

- protection of intellectual property;
- post-agreement restraints; and
- guarantees, warranties, indemnities and limitation of liability.

## 14. Interpretation

14.1 In this Agreement, unless the contrary intention appears:

- a reference to this Agreement or any instrument includes any variation or replacement of any of them;
- a reference to a person includes a body corporate, joint venture, association, government body, firm and any other entity;
- a reference to legislation includes any amendments to it, any legislation substituted for it, and any subordinate legislation made under it;
- the singular includes the plural and vice versa;
- words of one gender include any gender;
- headings do not affect the interpretation of this Agreement;
- reference to a Party includes that Party's personal representatives, successors and permitted assigns;
- reference to a thing (including a right) includes a part of that thing;

- if a Party comprises two or more persons:
  - (i) reference to a Party means each of the persons individually and any two or more of them jointly;
  - (ii) a promise by that Party binds each of them individually and all of them jointly;
  - (iii) a right given to that Party is given to each of them individually; and
  - (iv) a representative, warranty or undertaking by that Party is made by each of them individually;
- a provision must not be construed against a Party only because that Party prepared it;
- a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
- if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
- another grammatical form of a defined expression has a corresponding meaning;
- the word "include" is used without any limitation;
- the rights, duties and remedies in this Agreement operate to the extent that they are not excluded by law; and
- examples are descriptive only and not exhaustive.

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## 15. Definitions

### 15.1 Unless the context otherwise requires:

- **Agreement** means these Terms of Event Participation and any schedules and annexures to it, as amended and substituted from time to time.
  - **Business Day** means a day except a Saturday or Sunday or other public holiday.
  - **Claim** means any claim, suit, action, demand, or right.
  - **Consequential Loss** includes all forms of indirect loss including loss of revenue, loss of profits, failure to recognise profits or savings and any other commercial and economic loss, howsoever caused.
  - **Delegate Fees** means the amount specified on your Registration Form.
  - **Event** means the Australian Airports Association's National Conference and Industry Expo and Women in Airports Forum 2025.
  - **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
  - **Party/ies** means a person(s) or entity/ies who executes this Agreement.
  - **Registration Form** means the registration form (including but not limited to any electronic or paper form) or email request you complete and lodge with us for the purposes of communicating your intent to participate in the Event.
  - **Related Activities** means any services performed in supplying the Event.
  - **Venue** means the location of the Event and/or the Related Activities.
  - **We** (with capitals or not) means the Australian Airports Association Limited or any organisation involved in the registration of participants for the Event and the words "us" and "our" have corresponding meanings.
  - **Website** means [National Conference & Industry Expo 2025 - Australian Airports Association](#)
  - **You** (with capitals or not) means the participant in the Event who submits a Registration Form with us and the words "your" and "yours" have the corresponding meaning.
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