

# The Australian Financial Review Event Terms & Conditions

By registering to attend an Australian Financial Review Event (Event) you acknowledge and accept that the following Terms and Conditions apply and form a binding contract between you and Fairfax Media Events Pty Ltd ABN 31 104 735 766 (including its related bodies corporate, successors, executors, licensees and assigns which form part of the broader Nine Entertainment group of companies) (AFR).

AFR may vary these Terms and Conditions without notification to You and at any time by updating them.

## Ticketing

1. You confirm all information supplied by You in the registration and ticketing process is true and correct and that unless provided for in these Terms and Conditions, no other person will participate in the Event in Your place.
2. All tickets and products are priced in Australian dollars.
3. Where payment to attend an Event is required and payment is made using a credit card a payment processing fee of 2.11% of transaction value per ticket may be charged. These fees reflect no more than the costs of processing Your payment and are subject to change.
4. Unless specified in these Terms and Conditions, tickets are strictly non-refundable. Incorrect purchases are not guaranteed a transfer or refund and are at the discretion of AFR.
5. It is a condition of sale that tickets may not be offered for re-sale on third party websites. Tickets may not be resold or offered for resale at a premium (including online auction sites) or used for advertising, promotion or any other commercial purpose. If a ticket is used in breach of these conditions, it may be cancelled without refund and the bearer of the ticket may be refused admission to the Event.
6. Where promotional codes (including URL links) are granted to You, they can only be used where You meet the applicable conditions and use occurs within the validity period. Promotional codes are not able to be redeemed, exchanged

for cash or used in conjunction with any other offer and must only be used by the person to whom the relevant code was issued. AFR reserves the right to modify, suspend and/or cancel any promotional code at any time without notice to You. No refunds will be made to You if You have access to a promotional code but do not use the code at the time of registration.

7. Any subscriber discount offered to You is personal to You and must not be shared with any other person. Where a subscriber discount is used incorrectly, AFR reserves the right cancel, without prior notice and with no entitlement to a refund or replacement, any ticket purchased or received using such discount.
8. Australian Financial Review exclusive subscriber offers are only available for email-authenticated subscribers and do not include corporate subscriber Site Licence users.
9. AFR reserves the right to close ticket sales for the Event at any time for any reason without prior notice.

## **Event refunds and cancellations**

10. AFR reserves the right to change, modify or cancel the Event at its discretion due to any circumstances including without limitation, unavailability of venue, government restrictions (including any restrictions related to Covid-19), danger, or any other cause. Details of any such changes will be published on the Event website, e-newsletter and/or other media.
11. Complimentary tickets are only valid for the Event for which they have been issued and are non-refundable and non-transferrable under any circumstances.
12. Where you can no longer attend the Event for any reason and notify AFR no less than 14 days prior to the Event You may either nominate a person to attend in your place or seek a ticket refund (less a \$50 administration fee). In order to be eligible for a refund or to nominate a person to attend in your place, please contact [afrlists@afr.com](mailto:afrlists@afr.com) with Your name, the Event name, booking details, the reason for Your cancellation and/or the contact details of the person who will be attending the Event in Your place.
13. Where you can no longer attend the Event for any reason and notify AFR less than 14 days prior to the Event, Your place will be forfeited and You will not be entitled to nominate a replacement person or receive a refund under any circumstances.

14. If the Event is cancelled by AFR at its discretion due to any circumstances, AFR will in its sole discretion determine whether to reschedule the Event until it can be held, substitute an on-site Event with a virtual Event and refund the cost difference (if any), and/or refund the ticket price in part or in full.
15. You will be advised via email of any Event cancellation and provided with the relevant details of rescheduling, substitution to virtual and/or estimated date for a partial or full ticket refund.
16. AFR will not consider any claims for compensation (including any claims for travel, accommodation or other expenses or inconvenience) incurred by You in connection with any Event that is cancelled, rescheduled or substituted to virtual for any reason. You incur these expenses at Your own risk.

### **Conditions of Venue Entry**

17. You must adhere to the conditions of entry of the Event venue and obey all directions and instructions given by AFR staff and Event officials.
18. You must wear neat business attire to any in-person Event, behave responsibly, be respectful at all times to presenters, attendees and Event staff and ensure your mobile phone is switched to silent.
19. You may be required to present photo ID at the Event as proof of identity upon request and if a ticket name does not match Your photo ID, AFR reserves the right to refuse You entry to the Event.
20. Bag checks may occur at the entry point and any items deemed unsuitable must be disposed of upon request by AFR security staff. AFR reserves the right to refuse entry to anyone who does not comply with AFR instructions.
21. You must not take, or permit to be taken, any photograph or film, video, sound or television recording or transmission at the Event without AFR's prior written consent (given or withheld in its absolute discretion).

Unauthorised photography may result in images being deleted by AFR security staff.

22. In the event of any injury, accident or illness to You during the Event, You irrevocably consent to receive such emergency medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Event Medical Officials.
23. Entry to the Event is at Your risk. To the maximum extent permitted by law, AFR accepts no any responsibility for loss, injury or damages (whether direct, indirect, special or consequential) arising out of or in any way connected to the Event, except for any liability which cannot by law be excluded.

## **Covid-19**

24. You acknowledge that the Event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending the Event or the holding of the Event itself.
25. AFR will take such measures as it determines to implement social distancing and current Covid-19 health and hygiene recommendations at an Event. It is a condition of entry to any Event that You comply with these measures in all respects.
26. In line with Covid-19 health regulations, and to assist in any future contact tracing requirements, it is a condition of entry that You check-in using any QR code displayed or handed to You (if applicable) upon arrival. Confirmation of this check-in must be shown to Event staff before entry to the Event venue will be permitted. AFR reserves the right to add any Covid 19 requirements specified by Australian state or federal governments or by the broader Nine Group.
27. If you are displaying any symptoms of Covid-19 (including fever, cough, sore throat, shortness of breath, loss of sense of smell or taste), you must not attend the Event. In such circumstances, we will permit a ticket holder name change up until 5 hours prior to the commencement of the Event. Please contact [afrlists@afr.com](mailto:afrlists@afr.com) with your name, Event name, booking details, and the name of the new ticket holder for this purpose before 12pm on the Event day. Please note we will not be able to cater for any new dietary requests made within 3 business days of the Event.

AFR and the Nine Group accept no responsibility whatsoever for any person attending any Event falling ill with Covid-19 or any other illness due to attending the Event. All persons enter an Event venue at their own risk.

## **General terms**

28. AFR reserves the right to refuse admission to any person and/or to remove any person from an Event without compensation and without providing any reasons.
29. You must not use or authorise the use of any Event information or any Event brands, logos or marks in any way, including but not limited to advertising, social media and promotional material (whether published by or on behalf of You) unless such use is pre-approved by AFR in writing.
30. You acknowledge and accept that information included in the Event is general in nature, is for educational and/or discussion purposes only and may include information on the past performance of an investment or a financial product which is not indicative of future performance. You acknowledge and accept that the information included in the Event does not take into consideration Your personal financial situation and does not constitute personal financial advice.
31. You accept that any information (including any opinions) included in the Event may change without notice and You acknowledge that You must seek independent advice and/or make Your own enquiries before acting upon any opinion, suggestion or recommendation made during an Event. The AFR is not liable to You for any detriment You suffer because of, or in connection with, Your use of any Event information.
32. You indemnify and hold AFR harmless for all liabilities, claims, damages, losses, costs and expenses (including legal costs on a full indemnity basis) for personal injury and/or destruction or damage to property which any member of the Nine Group may suffer or incur in connection with any negligent, unlawful, reckless or wilful act or omission by You in relation to the Event.
33. You acknowledge and agree that participation in any virtual Event (eg webcast or recording) is for Your personal use and the virtual Event constitutes intellectual property belonging to AFR. You are not permitted to share access to the virtual Event with other people, allow another person to participate in Your place and/or copy, reproduce, alter, redistribute or otherwise use the content of the virtual Event in any mean whatsoever.

## Privacy

34. AFR collects your personal information for the administration of the Event and for future marketing and promotional purposes relation to AFR. You acknowledge and agree that AFR may disclose and use Your personal information in accordance with the AFR's privacy policy available at <https://www.afr.com/privacy-policy> and/or in accordance with these Terms and Conditions.
35. You consent to Your name, organisation, job title being published in delegate lists and shared with commercial partners in advance of, during and/or after the Event for the purpose of networking and marketing and to the publication and/or use of Your name, organisation, job title, image, voice, statement or otherwise, in any form of media whatsoever without any payment of compensation. You may request these details be withheld at any time by contacting AFR at [events@afr.com](mailto:events@afr.com).