

## **Attendee Terms and Conditions**

### **AHCWA Ngalla Bidi Bursary Fundraising Breakfast**

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By registering for the Ngalla Bidi Bursary Fundraising Breakfast, you confirm that you accept the following terms and conditions.

#### **1. Definitions**

“Event” shall mean the Ngalla Bidi Bursary Fundraising Breakfast and associated events taking place from 6 March 2026 at The Maali (Perth Zoo);

“Organiser”, “we” shall mean Aboriginal Health Council of Western Australia (AHCWA) and its employees and contractors;

“Venue” shall mean The Maali (Perth Zoo);

“Our Suppliers” shall mean partners and contractors we work with to deliver services/products for the Event; and

“You”, “Your”, “Attendee” shall mean the person registering to attend the Event.

#### **2. Registration**

Attendees must be registered in their own right and are not allowed to share a registration with another person.

#### **3. Event Program**

The Organiser will endeavour to ensure that the published Event program is correct at the time of the actual Event. Due to unforeseen circumstances however, it may be necessary to alter the program before the Event, and the Organiser reserves the right to do so without notice. All functions and events are subject to minimum and maximum numbers.

#### **4. Entry to the Event**

The Organiser reserves the right, in its sole discretion, to limit or deny access to the Event to any entity or individual. The Organiser’s receipt of a registration and/or payment does not constitute acceptance. All Event attendees, will be required to agree to these Terms and Conditions as part of the registration process.

#### **5. Event Code of Conduct**

The Organiser is committed to hosting conferences, meetings and events that are welcoming and safe for all participants. This means creating and maintaining an environment where all attendees (delegates, speakers, sponsors, exhibitors, suppliers and staff) are treated with dignity and respect, and where unacceptable behaviour of any kind is not tolerated.

All attendees at the Event, are required to comply with the following Code of Conduct (“The Code”) as part of the registration process. The Organiser will enforce this Code as soon as the registration process is completed and throughout the Event. This includes Event-related social events at off-site locations and via Event related online communication and social media. The Organiser expects cooperation from all attendees to ensure a safe and respectful environment for all.

It is not the Organiser’s intention to suppress an attendee’s opinions or views, however attendees are expected to, at all times, show respect to others and the organisations/agencies they may work for or represent. As the Organisers, we are committed to providing a harassment-free event experience for everyone, regardless of employer, gender, gender identity and expression, age, sexual orientation,

disability, physical appearance, body size, ethnicity, religion (or lack thereof) or technology choices.

The Organiser will not tolerate:

- Bullying, harassment or belittlement in any form;
- Swearing, aggressive language, verbal threats or slander in any form;
- Lateral violence;
- Aggressive or threatening physical advances in any form;
- Deliberate intimidation of any form;
- Racism, homophobia or behaviour that discriminates against a group or class of people;
- Sexual harassment of any form, including unwelcome sexual attention and inappropriate physical contact; and
- Any other behaviour deemed unacceptable by the Organiser.

Attendees will be asked to stop any harassing/unacceptable behaviour and are expected to comply immediately. Attendees found violating this Code will be sanctioned and expelled from the Event with or without notice, and without a refund, at the discretion of the Organiser.

During the Event, if you are being harassed, notice that someone else is being harassed, have any other concerns or wish to make a complaint about unacceptable behaviour you have witnessed or been subjected to, please contact the Organiser immediately. The Organiser (AHCWA staff) can be identified by branded clothing and/or badges.

The Organiser will help attendees contact venue security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the Event. The Organiser values your attendance.

The Organiser reserves the right to expel any person who violates this Code of Conduct from remaining in the Event or associated events in their entirety, or in part, and/or to ban persons at future conferences or events with or without notice.

## 6. Travel and Accommodation

Travel and accommodation is not included in the registration fee. Any travel and accommodation expenses related to the Event are the attendees own responsibility.

## 7. Health and Safety

The Venue will be able to cater for most special dietary requirements, provided requests are made at least 14 days prior to the Event. Please note that some dishes may contain traces of allergens that could have implications for attendees with food related allergies, health conditions or intolerances. Whilst the Venue will endeavour to accommodate all attendee dietary and allergy needs, the Venue and/or the Organiser cannot be held responsible for any harm suffered from the presence of these traces, and you release and indemnify the Venue and the Organiser in respect of any claims. No outside food or beverages may be brought into the Venue without prior permission.

The Organiser is committed to providing a safe event for all attendees. This includes implementing relevant health and safety measures to promote a safe environment for all attendees. **Attendees who are feeling unwell, should not attend the Event.**

## 8. Force Majeure

In the event of Force Majeure, the Organiser has the right to immediately terminate the Event.

“Force Majeure” means any act, event or circumstance beyond the reasonable control of the Organiser which has a substantial impact on the delivery of the Event, which could include, without limitation, war, rebellion, revolution, blockades, riots, insurrection, strikes, lockouts, labour or industrial problems, civil unrest, embargoes, domestic or international disturbances, acts of terrorism, outbreak of disease, virus, pandemic or epidemics, world and/or regional health threats, loss or substantial reduction in airline services, governmental actions or delays, fire, cyclones, earthquakes, storms, floods, other natural catastrophes or severe weather conditions or acts of God, travel or health advisories, orders or recommendations issued by any relevant government authorities or international bodies or agencies.

## **9. Indemnity and Release**

To the extent permitted by law, the Organiser, the Venue or the Suppliers are not liable for any loss, damage, expense, injury or other claim in relation to your attendance at the Event, except where any such loss, damage, expense, injury or other claim is caused by the gross negligence or wilful misconduct. The Organiser's maximum aggregate liability to you arising out of or in relation to the Event shall in no circumstances exceed the amount of the Event participation fee.

## **10. Insurance**

Registration fees do not include personal, travel or medical insurance of any kind. Attendees are advised when registering for the Event, to seek advice on their personal insurance to cover risks including (but not limited to) loss, cancellation, medical costs and injury.

## **11. Photography and Recording**

Photographs and recordings taken by official Event photographer(s) and the Organiser (AHCWA staff) may appear in social media and Event related publications during and after the Event. The Organisers cannot be held responsible for images and recordings taken or made by any persons other than the official photographers. If you do not wish to have your photo taken, please advise the photographer onsite.

## **12. Event Data Collection and Privacy**

By registering for the Event, you give consent to the Organiser to collect and process your personal information. The Organiser is committed to data privacy and protecting your personal information you provide when you register for the Event.

### **Why we collect your personal information**

The Organiser uses the personal data you provide in this registration for administering your participation in the Event. This may include information relevant for the Event content, logistics, or other components related to the overall organisation of the Event. For example, we may need to provide the Venue with information if you have special dietary requirements so your meals can be catered for.

### **Personal information we collect from you**

We collect personal information from you during the registration process, only where it is reasonable and necessary to deliver the Event. We may collect the following types of personal information from you:

- Personal details such as, but not limited to, your name, address, email, mobile and/or other telephone number, special dietary requirements and special accessibility requests;
- Records of your communications and interaction with us; or
- Information relating to you that you provide to us directly or indirectly through your contact with us or your use of the Event website.

### **How we collect personal information**

We may collect personal information from you in a variety of ways including when you:

- register for the Event via the online registration website;
- contact us with an enquiry or to provide information or feedback;
- complete forms, surveys, questionnaires or other marketing or promotional activities for us; or
- use the Event App.

### **How we use personal information**

We may use your personal information for different purposes, including:

- to plan and organise logistical elements of the Event such as venue logistics, dietary requirements, access requirements etc;
- connecting you to Event sponsors and exhibitors or their products and services;
- to communicate with you about the Event;
- to answer your requests, questions and complaints, and provide you with information;
- to enable your access, interaction and use of, the Event website and App;
- to provide you with better customer service and support;
- to administer forms, surveys, questionnaires, and promote and market products, services or other



- promotional information, activities or events directly related to the Event; or
- to comply with laws and regulations or to comply with any directions given by regulators or authorities.

### **When we disclose your personal information**

We do not routinely disclose personal information to third parties, but may disclose your personal information where:

- you have given your consent;
- the use or disclosure is directly related to the primary purpose of collection, for example, it is necessary to provide you with information you have requested about a product or service;
- the use or disclosure is for secondary purposes that you would reasonably expect and is related (or in the case of sensitive information, directly related) to the primary purpose of collection;
- it is necessary for maintenance of, or is related to, your registration;
- it will assist us in providing products or services you have requested or updating the same;
- it is necessary to manage or develop the Event website or App;
- it is a requirement of our related Event suppliers to provide their products or services to us or to you, in which case only basic personal information will be shared to the extent necessary;
- it is a requirement of our funders or partners, in which case only basic personal information will be shared to the extent necessary; or
- the use or disclosure is otherwise required or permitted by laws, regulations or professional standards.

### **Who we disclose personal information to**

We may disclose personal information for the purposes described in this document to:

- our employees, contractors, agents and related bodies corporate;
- event sponsors and exhibitors for follow up or marketing purposes;
- third party service providers engaged by the Organiser to assist in the organisation and delivery of the Event (e.g. the venue, registration system or mobile application provider);
- our funders, partners and professional advisors;
- specific third parties authorised by you to receive information held by us; or
- those agencies for which the disclosure is required by law.

### **Direct marketing**

We may send you direct marketing communications and information about the Event, or our products or services. This may take the form of emails, SMS, mail or other forms of communication, in accordance with the *Spam Act 2003 (Cth)*. You may elect not to receive marketing materials from us by contacting us or using the opt-out facilities provided (e.g. an unsubscribe link).

### **Links**

The Event website and App may contain links to products and services, websites, apps and embedded content owned and operated by our Event related suppliers (eg hotel booking link) or our Event exhibitors and sponsors that may not be governed by this document.

We, in no way, endorse those linked sites or content and are in no way responsible for the privacy practices or policies of, or any content on, those linked sites.

We recommend you review the privacy policy of each third party site you choose to link to from the Event website or App to determine their use of any information or data collected from you, especially if you intend to disclose any personal information via that site.

### **Information you share**

You may be entitled to post or upload comments, images, photos, writings or other material ("**post/s**") to the Event App subject to the Terms. Please be aware that the information you share on the Event App may become publicly available and we are unable to control or limit third party use of the Posts once you have shared them.

We suggest you regularly check the information you post on the Event App to ensure its accuracy. If you

do not wish the information to be publicly available, please do not post the information via the Event App.

Event sponsors, exhibitors, and other third parties may directly request your personal information at their exhibit booths or presentations. Providing your information to them is optional, and you should review their privacy policies to address your particular needs and concerns about how they will treat your personal information.

If during the event you attend a session or program hosted by an exhibitor other than the Organiser, you understand and agree that when you present your badge for scanning or when you provide personal data, that information will go to a non-AHCWA entity and AHCWA takes no responsibility for how that entity uses your personal information.

### **Security and Accuracy**

We may hold your personal information in either electronic or hard copy form. We will take such steps as are reasonable in the circumstances to protect your personal information however held, from misuse, interference and loss, as well as unauthorised access, modification or disclosure and we use a number of physical, administrative and technical measures to protect your personal information. This includes backups saved in multiple geographic locations in Australia. However, we cannot guarantee the security of your personal information.

We will take such steps (if any) as are reasonable in the circumstances to ensure personal information we collect, use or disclose is accurate, up-to-date and complete for the purposes for which it is collected used or disclosed, but make no warranties about the accuracy of personal information.

### **Access and corrections of personal information**

You may ask us in writing to provide you with details of the personal information we hold about you. We will provide you with this information where reasonable and practical to do so. You may also request that we correct the personal information we hold about you. We will take such steps as are reasonable in the circumstances to correct your personal information as requested to ensure it is accurate, up-to-date and complete.

### **Anonymity**

Your provision of personal information to us is optional and you are entitled to remain anonymous or provide a pseudonym, however it may be impractical for us to deal with you on an anonymous basis or through a pseudonym other than in certain circumstances (e.g. when you are registering for the Event).

### **Making a complaint about breach of privacy**

If you think we have breached the Privacy Act or you wish to make a complaint about the way we have handled your personal information, you can contact us by using the details below. Please include your name, email address and/or phone number and clearly describe your complaint or concern. We will ensure that complaints regarding alleged breaches of privacy are investigated swiftly.

If you would like further information about privacy and the protection of your personal information, or if you feel we have not resolved your complaint satisfactorily, you can contact the Office of the Australian Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

## **13. Contact Us**

For further information about this document, or to access or correct your personal information, please contact us:

Aboriginal Health Council of Western Australia  
PO Box 8493  
PERTH WA 6849  
+61 (8) 9227 1631  
[events@ahcwa.org](mailto:events@ahcwa.org)