



ASHM Events Terms and Conditions

These terms and conditions govern your purchase of tickets for, and attendance at, events held by ASHM Health (ASHM, we, us, our). It is your responsibility to review these terms and conditions prior to the completion of registration applications. By completing registrations you agree to be bound by these terms and conditions. We reserve the right to amend these terms and conditions at any time and will provide the most recent version on our website.

Confirmation

Your record of registration, hotel bookings and payment will be sent to you via email automatically upon completion of your registration.

Registration – Eligibility Criteria, Cancellations, Amendments, Substitutions

General

Registration, accommodation (up to 2 nights), Tuesday night dinner, and breakfast and lunch on Tuesday and Wednesday are free for attendees. Meals outside of this and travel costs are not included.

PLEASE NOTE: Following completion of your registration forms, you will be informed via email whether your registration has been approved or not. If your registration has been approved, you will need to respond to confirm your attendance. If you do not respond in the timeframe provided, your registration may be forfeited to the next person approved, as there are limited spaces available at the Congress.

Attendee Eligibility Criteria

The eligibility criteria for attendance at the Deadly Sex Congress 2023 are as follows.

In the following order preference will be given to:

- An Aboriginal and/ or Torres Strait Islander Sexual Health Worker/ Blood Borne Viruses or Indigenous Sexual Health/ Blood Borne Viruses Worker whose primary role is to deliver sexual health services and programs
- A Generalist Aboriginal and Torres Strait Islander Health Worker who can demonstrate that they perform sexual health/ Blood Borne Viruses duties as part of their generalist work
- Aboriginal and Torres Strait Islander community worker, project, health promotion and/ or support officer in the following sectors (NGO):
 1. HIV/ AIDS
 2. Viral Hepatitis
 3. Injecting Drug Use
 4. Sexual and Reproductive Health
 5. An Aboriginal and or Torres Strait Islander person currently working in Aboriginal and/or Torres Strait Islander Health sector with imminent plans to move into Aboriginal and Torres Strait Islander sexual health/ Blood Borne Viruses service delivery i.e. within 12 months

PLEASE NOTE: Eligibility is at the discretion of the Deadly Sex Organising Committee with the Chairperson holding a deliberate and casting vote.

Substitutions

As an alternative to cancellation, your registration may be transferred to another person without incurring any penalty. The ASHM Secretariat must be advised of the transfer in writing. Please email the name, position, phone and email address of the new delegate to curtis.micallef@ashm.org.au.

Cancellation by you

Cancellation Requests up to before 30 days prior to the conference

Registration cancellations and amendments must be notified in writing to the Secretariat.

Cancellation Requests between 29-0 days prior to the event due to Reasons out of the Delegate's Control

If your request is due to reasons out of your control such as border closures and government restrictions preventing you from attending the conference, you must send your request in writing to curtis.micallef@ashm.org.au and provide proof for your request.

Cancellation by us

General

Sometimes our events are cancelled, varied, rescheduled, or postponed due to Force Majeure Events or other causes.

In these terms and conditions, a "Force Majeure Event" means any of the following (whether or not foreseeable or anticipated): acts of God, terrorism, war, civil unrest, strike or labour dispute, lack of transportation, breakdown, labour or material shortage, blockade or embargo, supplier failure, epidemic or pandemic, government restriction or recommendation, legal requirement, extreme weather, earthquake, drought, fire, flood, explosion, natural disaster, and/or any other event, cause or circumstance that is beyond our reasonable control.

Conference has to be postponed.

In the event the conference cannot be held and is postponed due to events beyond the control of ASHM (incl. force majeure) or due to events which are not attributable to wrongful intent or gross negligence of ASHM, ASHM cannot be held liable by delegates for any damages, costs, or losses incurred, financial losses, etc.

Under these circumstances, ASHM reserves the right to transfer the registration to the postponed conference.

Notification: We will use reasonable endeavours to notify ticket holders of a cancellation, variation, rescheduling or postponement of an event by sending an email to the address provided to us by the ticket holder and putting a notice on our website; however the responsibility to ascertain whether an event has been cancelled, varied, rescheduled or postponed is yours.

Sole remedy: Any refund will be your sole remedy for a postponement or cancellation of an event, and, to the extent permitted by law, ASHM will have no further liability to you in respect of any cancellation, variation, rescheduling or postponement of an event for any reason.

Liability / Insurance

Registration fees do not include insurance of any kind. It is strongly recommended that all delegates take out their own travel insurance and medical insurance prior to the conference. The policy should

include loss of fees through cancellation of your participation in the Conference itself, loss of airfares for any reason, medical expenses and repatriation should travel arrangements have to be altered. In the event of industrial disruptions or natural disasters ASHM cannot accept responsibility for any financial or other losses incurred by delegates. Nor can the Secretariat take responsibility for injury or damage to property or persons.

Indemnity

Registered delegates are liable for any damages caused by the delegate to the conference venues, accommodations rooms, conference supplier equipment or conference organiser's equipment. In registering for the conference the delegate agrees to indemnify the organiser for any damages caused by the delegate to any venue or equipment.

Limitation of Liability

To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at events. Where ASHM's liability cannot be excluded, such as in relation to Consumer Guarantees under the Australian Consumer Law or other prescribed terms under legislation, to the extent permitted by law, our liability for breach is limited to the face value of the ticket purchased by you, plus any relevant booking fees. You agree that if ASHM will not be able to perform its obligations under these terms and conditions and in relation to events to the extent such performance is affected by a Force Majeure Event.

To the extent permitted by law we exclude all liability for consequential loss, which includes any indirect loss, loss of profit, loss of data or loss of reputation.

Image Release

In registering for the conference, delegates consent for ASHM, its agents and others working under its authority, to take and to have full and free use of video/photographs containing their image/likeness taken at ASHM events and conferences. ASHM may only use these images for promotional, news, online/ multimedia, research and/or educational purposes by and for ASHM. Delegates agree that they are not entitled to remuneration, residuals, royalties or any other payment from ASHM in respect of their image/likeness or its use. Delegates release, discharge, and hold harmless, ASHM 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 a delegate not agree to the above image release, they must advise ASHM by contacting curtis.micallef@ashm.org.au.

Intellectual property

Some speakers may agree to share their presentation slides and webcasts (where available) with delegates only. This content is not intended for wider distribution – sharing, broadcasting and/or copying of this content is not permitted according to Australia's intellectual property laws. Please be respectful of these speakers' intellectual property so that we can continue to offer similar content in future events.

Special dietary/physical requirements

These requirements may not be catered for unless requested before the event registration closing date. Please note down clearly your requirements (where indicated) on your online registration form or email the ASHM team (curtis.micallef@ashm.org.au), with your specifications. Special requests on the day cannot be guaranteed.

COVID-19 Vaccination Acknowledgement

Delegates attending an ASHM event in-person acknowledge that proof of vaccination or a valid exemption against COVID-19 vaccination may be required by various parties including venues, transport and accommodation providers.

Delegates must agree to comply with the required health and safety processes and protocols in place at the event or forum. You must not attend if have any symptoms of illness associated with the Covid-19 Corona Virus.

These terms and conditions are subject to change at any time without prior notice.

These terms and conditions are governed by the laws of Queensland, Australia.