

# ASDP



## Australasian Society for Developmental Paediatrics

### ASDP2024 Annual Conference - Participation Terms

#### 1 General

- (a) These “ASDP 2024 Annual Conference – Participation Terms” (“**Terms**”) constitute the agreement between a participant (“**you**”) and the Australasian Society for Developmental Paediatrics (Neurodevelopmental and Behavioural Society of Australasia, Ltd -ABN 30 828 719 819) (“**ASDP**”) in relation to registration for, attendance at, and participation in the Event.
- (b) The “**Event**” is the “ASDP 2024 Annual Conference” to be held by ASDP 22 August 2024 –24 August 2024) as:
  - (i) multi-day event at physical locations which may include a number of locations in Darwin, Northern Territory (each, a “**Venue**”).

#### 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 ASDP of the cancellation of that person’s registration.
- (c) ASDP and its third-party contractors may impose additional terms and conditions for the Event, including in relation to Venues. If these exist it is your responsibility to review these additional terms on the ASDP 2024 Annual Conference website.
- (d) You must specify any special requirements (including physical or dietary requirements) via the online registration form at the time of registering to attend the event, or by advising ASDP in writing via email at [annualmeeting@asdp.au](mailto:annualmeeting@asdp.au) before the closing date for registration.
- (e) 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.
- (f) You may choose to register for social functions related to the Event, which may be subject to additional fees. If this is the case, the fee covers entry to the social function and any applicable GST.
- (g) 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 ASDP for such costs for any reason, including if the Event is delayed, postponed or cancelled.

### 3 Event

- (a) ASDP will take reasonable measures to ensure the safety of its Events, including implementing any safety precautions recommended by Venues, Platform providers, site operators or public health authorities. To the extent permitted by law, ASDP excludes all liability for any injuries or illness you may sustain or contract at the Event.
- (b) ASDP 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, Platform, 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 Venues (including in relation to workplace health and safety and security).
- (d) You must abide by the [ASDP Professional Code of Conduct](#) while attending the Event.
- (e) Information on the Event website and Event Materials is correct at the time of publication, but ASDP reserves the right to change this information where necessary without notice.

### 4 Postponement, cancellation or change of program format and refunds

#### ***Change of start time by ASDP***

- (a) From time to time circumstances may require ASDP to delay the start time of any part of an Event. ASDP will notify you in writing if it is a significant delay. ASDP will not refund your registration fee if a start time delay occurs.

#### ***Postponement or cancellation or format changed by ASDP***

- (b) If the Event is postponed or cancelled or the program format is altered by ASDP for any reason except due to Force Majeure, then:
  - (i) ASDP will notify you in writing;
  - (ii) ASDP will provide you with the option to full refund of the registration fee paid or may change your registration for the affected Event from physical attendance at a Venue to online attendance on the Platform and
  - (iii) you are not entitled to any claim for any loss or damage, including any losses incurred by you in relation to income, travel, accommodation, Event Materials and other expenses due to the cancellation or postponement or format change. Travel and other insurances to protect against such losses are at your discretion and are not included in your registration fees.

#### ***Postponement, delay, cancellation or format changed due to mandate of governmental authority***

- (c) If, due to a mandated direction of a governmental authority for any reason including for COVID-19, Events at some or all of the Venues are cancelled or delayed, or physical attendance is not permitted, then:
  - (i) ASDP may change your registration for the affected Event from physical attendance at a Venue to online attendance on the Virtual Platform; or
  - (ii) ASDP may cancel or postpone the Event indefinitely, in which case:
    - a) ASDP will notify you in writing;
    - b) ASDP will refund the registration fee in full; and
    - c) You are not entitled to any claim for any loss or damage, including any losses incurred by you in relation to income, travel, accommodation, Event Materials and other expenses due to the cancellation, postponement, or format change. Travel and other insurances to

protect against such losses are at your discretion and are not included in your registration fees.

#### **Cancellation by you**

- (d) You must notify ASDP by email at [annualmeeting@asdp.au](mailto:annualmeeting@asdp.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 ASDP of a cancellation by email:
  - (i) more than 15 days prior to the first day of the Event, ASDP will refund the registration fee in full less a cancellation fee as determined from time to time.
  - (ii) less than 14 days prior to the first day of the Event, no refund will be payable by ASDP
- (e) You must notify ASDP by email at [annualmeeting@asdp.au](mailto:annualmeeting@asdp.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 ASDP of a cancellation by email more than 15 days before that function, ASDP will refund the social function registration fee in full.

#### **Accommodation**

- (f) If ASDP facilitates booking of accommodation for the Event, ASDP 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.
- (g) Accommodation bookings at the Sheraton Grand Mirage Resort Gold Coast facilitated through the ASDP 2024 Annual Conference registration process are subject to the supplier's cancellation policy and cancellations in whole or part may incur a penalty at the supplier's discretion. Cancellations must be received in writing to [annualmeeting@asdp.au](mailto:annualmeeting@asdp.au). Cancellations made within 30 days of arrival will incur a 100% cancellation fee.

#### **No refund upon removal or refusal of entry to an Event**

- (h) ASDP 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 ASDP or the management of a Venue.

### **5 Privacy**

- (a) ASDP complies with the *Privacy Act 1988* (Australia) and the *New Zealand Privacy Act 2020* (New Zealand) in relation to the collection, use and disclosure of personal information. ASDP's Privacy Policy explains:
  - (i) what ASDP means by "personal information" (i.e. information about an identifiable individual);
  - (ii) what personal information ASDP collects;
  - (iii) how ASDP uses and discloses personal information;
  - (iv) how ASDP stores personal information; and
  - (v) How a person can access and correct personal information.
- (b) ASDP's privacy policy can be accessed [here](#)
- (c) By attending an Event or by submitting any information to ASDP (including via registration for the Event), you agree to the collection and use by ASDP of your personal information in accordance with this policy.
- (d) During the registration process you may consent and authorise ASDP 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.
- (e) Event delegates may receive material from Event sponsors via ASDP. If you do not wish to receive material from sponsors, please notify the ASDP at [annualmeeting@asdp.au](mailto:annualmeeting@asdp.au).

- (f) You consent to ASDP disclosing your personal information to third parties for the purpose of managing the Event. Any organisation which ASDP provides your personal information will be obliged to handle your personal information in accordance with applicable privacy laws.
- (g) In registering for the Event, you grant permission to ASDP, 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 ASDP. You agree that you are not entitled to remuneration, royalties or any other payment from ASDP in respect of your image/likeness or its use. You release, discharge, and hold harmless ASDP 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 ASDP in writing via email at least 7 days prior to the Event. You unconditionally consent to ASDP 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.
- (h) You consent to ASDP sending you marketing materials for future ASDP events. You may opt out of receiving such materials at any time by emailing [admin@asdp.au](mailto:admin@asdp.au).
- (i) ASDP 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.

## **6 Limitation of liability**

- (a) ASDP 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. ASDP 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 ASDP 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, ASDP 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 ASDP is not responsible for:
  - (i) any crash or failure of the Platform beyond the reasonable control of ASDP; and
  - (ii) disruptions or cancellations to the Event outside of ASDP's control, including where the Venue or Platform becomes unusable or ASDP is required to cancel the Event.

## **7 Force Majeure**

- (a) Force Majeure means 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
  - (i) the reasons for the delay or failure,
  - (ii) the nature and extent of the obligations affected by Force Majeure,
  - (iii) the likely duration of the delay or failure, and
  - (iv) 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.

## 8 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, mask and maintaining social distancing (if applicable).

## 9 Notices

- (a) You consent to ASDP 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. ASDP 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:  
ASDP Annual Conference [atannualmeetng@asdp.au](mailto:atannualmeetng@asdp.au)

## 10 NBPSA Professional Code of Conduct

- (a) You agree to abide by the [NBPSA Professional Code of Conduct](#).

## 11 Reference

<https://event.racpevents.edu.au/racp-congress-2022>

<b>Revision ID</b>	December 2023
<b>Policy Owner</b>	CEO
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<b>Revision History</b>	