

Ticketing Terms & Conditions
National Early Years Policy Summit
Out of the Box
17–18 June 2025
Queensland Performing Arts Centre, Brisbane



The following terms and conditions (“**Ticketing Conditions**”) apply to Your registration for, admission to, and continued attendance at the *National Early Years Policy Summit* at QPAC’s Out of the Box Festival on 17–18 June 2025 (“**the Event**”):

1. You enter into this agreement with QPAC: These Ticketing Conditions form an agreement between You and Queensland Performing Arts Trust trading as Queensland Performing Arts Centre (QPAC) ABN 13 967 571 128 (“**We**”, “**Us**”, “**Our**”) By purchasing a ticket to the Event (“**Registration**”), you agree to these Ticketing Conditions.

2. Your capacity: You enter into this agreement in Your own personal capacity, and also for and on behalf of:

- (a) in the case of the purchase of a Corporate Registration, the business or organisation which You represent or which employs You; and
- (b) any guest other person(s) for whom You complete Registration for the Event, (each of which is a “**Relevant Person**”) and You warrant that You:
- (c) have the express authority of all Relevant Persons to enter into this agreement on its/their behalf;
- (d) have provided a copy of this agreement to all Relevant Persons and will ensure they comply with these Ticketing Conditions; and
- (e) have the consent of each Relevant Person (being an individual) to provide his/her personal information to Us

3. Compliance with venue terms and conditions: You must at all times comply with the Terms and Conditions of Entry to QPAC and with any lawful directions given by its authorised personnel. QPAC’s Terms and Conditions of Entry form part of these Ticketing Conditions and are available online at: <https://www.qpac.com.au/about/corporate-information/conditions-of-entry>.

4. Full payment required: Full payment, in cleared funds and in Australian dollars, of the Registration fee, applicable GST, applicable transaction fees made aware to you at the time of purchase, and all other monies due and payable in connection with Your attendance at this Event must be made:

- (a) by credit card when You submit Your application to register for this Event; or
- (b) if You submit Your application to register for this Event at least 30 days before the commencement of the Event and request an invoice, by credit card or electronic funds transfer, within 14 days of the date of Our invoice, and in the case of “early-bird” registration, payment must be made in full by the advertised cut-off date for early-bird registration, otherwise the standard registration fee will apply.

You will be denied entry to the Event if Your attendance fee is not paid in full, as provided above.

5. Your cancellation of Your Registration: You may cancel Your Registration, by notifying Us by email. If You do not receive acknowledgement by email within two business days, please contact QPAC on outofthebox@qpac.com.au. You will only be entitled to a refund or partial refund as set out below:

If you cancel your Registration in accordance with these Ticketing Conditions, the following cancellation terms will apply:

QUEENSLAND PERFORMING ARTS CENTRE

Cnr Grey & Melbourne Streets South Bank Queensland Australia | PO Box 3567 South Bank QLD 4101

Telephone +61 7 3840 7444 | Facsimile +61 7 3844 1839 | qpac.com.au | ABN 13 967 571 128



- (a) **Cancellations requested on or before 3 June 2025** will be eligible for a **full refund**, minus any ticketing or transaction fees.
- (b) **Cancellations made between 4–10 June 2025** may be eligible for a **50% refund**, minus any ticketing or transaction fees, at QPAC's sole discretion.
- (c) **Cancellations after 10 June 2025** or no-shows on the day will not be eligible for a refund.

6. Transfer of Your registration: Transfers of Registrations to another attendee are permitted up until **10 June 2025** by contacting outofthebox@qpac.com.au, provided that the attendee whom the Registration is transferred to agrees to be bound by these Ticketing Conditions in such a manner as We require.

Transfers requested after this date, are not guaranteed and will be granted at QPAC's sole discretion

7. Corporate Registration: Two individuals from the same organization are permitted to share one Corporate Registration across the two days of the Event. Only one person may attend per day—a Corporate Registration cannot be used by multiple people on the same day.

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8. Cancellation and postponement: We may cancel or postpone the Event at any time, for any reason. We will notify You by email if any of the foregoing occurs.

- (a) If the Event is cancelled, we will refund all monies paid to date.
- (b) If the Event is postponed, and you tell us that you cannot or do not wish to attend on the new date, you may cancel your Registration by notice to us by email. If you tell us that you wish to attend on the new date, we will retain the monies you have paid as your Registration Fee for the Event as postponed. If you do not notify us that you wish to attend the Event as postponed within the period we specify when we give you notice of postponement, your Registration will be cancelled unless we otherwise agree in writing, and we will refund all monies paid to date.

9. Your travel and accommodation expenses: Expenses for and arrangements You may make for travel and accommodation are at Your sole risk and Your rights to a refund or partial refund of the Registration Fee under this Agreement are Your sole entitlements on cancellation or postponement of the Event. We recommend that You consider making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds. We further recommend that You obtain insurance (if available) that will reimburse Your accommodation and transport costs in the event of cancellation.

10. Event subject to change: While We will make reasonable endeavours to stage the Event as advertised, You agree that the following may occur without liability of any kind to Us:

- (a) changes to the Event dates, the venue or the location of the Event or components of the Event within the venue;
- (b) changes to programme content, its order or session times;
- (c) changes to the speakers, entertainers and other presenters; and
- (d) changes to the social programme and the venue(s) for dinners and other social events.

If any changes occur to the Event as advertised, reasonable endeavours will be made to arrange for reasonable substitutes, subject to availability and the circumstances that made the change(s) necessary or desirable. Notice of substantial and material changes will be placed on this website. You are responsible for checking for such notifications/alerts prior to the Event.

11. No entitlement to refunds: You will not be entitled to a refund and must not dispute the transaction with any credit card provider, including in any of the following circumstances:

- (a) changes to Event content, its order or session times;
- (b) changes to the speakers, entertainers and other presenters;
- (c) changes to the social programme and the venue(s) for dinners and other social events;
- (d) You are unable to attend the Event or leave the Event for whatever reason, including, for example because:
 - You become ill
 - You do not enjoy the Event
 - Unforeseen circumstances require you to be elsewhere
 - The Event is not what you expected
 - You miss the Event or part of it because you arrive late
 - Other personal reasons.
- (e) Your Registration has been resold or purchased through an unauthorised route;
- (f) Registration Fees for the Event have subsequently become cheaper, e.g. due to dynamic pricing or discounts or promotions;
- (g) Your Registration was purchased using a stolen credit card or by other fraudulent means;
- (h) You are denied entry or asked to leave the Event venue because you fail to comply with QPAC's Terms and Conditions of Entry; or
- (i) You are denied entry to the Event venue because you cannot produce your Registration.

12. Child and Family Engagement at the Event

- (a) As part of the Event and the broader Out of the Box Festival, children and families may be present across the QPAC precinct. Some Event sessions may also feature participation by children or youth-led components.
- (b) Delegates must to engage respectfully with these elements and support a child-safe environment at all times.

13. Release of liability: You release Us from liability for any losses, costs (including legal costs and disbursements) damage or claims, including but not limited to:

- (a) death or personal injury of any kind sustained by You or any Relevant Person;
- (b) damage to, loss of or destruction of Your and any Relevant Person's property of any kind;
- (c) damage to Your reputation or that of any Relevant Person, except to the extent that such loss, cost, damage or claim is directly caused by Our negligence (but in which case, clause 11 applies).

14. Limitation and exclusion of liability: To the extent permitted by law, any claim that You and/or a Relevant Person may have in respect of goods or services supplied in connection with the Event, which claim is pursuant to a statutory right that cannot be excluded, Our liability is limited, in the case of:

- (a) goods, to the replacement of the goods or the cost of having the goods replaced or repaired; and
- (b) services, to the resupply of the services or the cost of having the services resupplied.;

Our liability to You and any Relevant Person for any other cause of action, including but not limited to breach of contract, negligence or other breach of duty:

- (c) for travel and accommodation expenses, loss of enjoyment, loss of profit, loss or revenue, lost cost savings, loss of opportunity, loss of enjoyment or indirect or consequential loss of any kind, is excluded in full; and
- (d) for any other loss, is limited in aggregate to the sum of the monies actually paid by You in connection with Your registration for the Event.

15. Independent contractor suppliers: You acknowledge and agree that:

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- (a) all goods and services supplied to You in connection with the Event (including but not limited to transport, accommodation, the venue, food and beverage, audio-visual services, security, cleaning, programme content and entertainment) will be supplied by suppliers (each, a “Supplier”) who may be independent contractors of Us;
- (b) no Supplier, attendee, speaker, exhibitor, or sponsor is an employee, agent or partner of Us and, We are not vicariously or jointly liable for their actions or omissions; and
- (c) the views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of Us. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of their presentations, marketing collateral, advertising and their actions and omissions.

16. Indemnity:

- (a) You must indemnify and keep Us a indemnified against all losses, costs and expenses (including actual legal costs and disbursements on a full indemnity basis) incurred in connection with any claim, demand, action or proceedings arising wholly or partly, directly or indirectly, from Your act or omission, and whether such claim, demand, action or proceeding is founded wholly or partly on:
 - (i) Your unlawful act or omission, negligence, breach of contract (including this agreement), or other breach of duty or any cause of action whatsoever; and/or
 - (ii) any term of a contract by which We are made liable for Your act or omission, or otherwise. You acknowledge and agree that Your actions and omissions may make Us liable to third parties, including under indemnities.
 - (b) The indemnity in this clause applies except to the extent that such claim, loss, cost, or expense is directly caused by Our negligence, but in which case, clause 11 applies.
 - (c) You acknowledge and agree that the indemnity in this clause is not Our exclusive remedy.
- Rem17. Photography and videography/filming:**

- (a) We may, or may hire service providers (photo/video/streaming/audio) to, document and display the Event experience. We may also use social media to post photos and videos and to display select submissions at the venue and on Our websites.
- (b) You irrevocably authorise Us to:
 - (i) record You (picture and voice) on photos, films and sound recordings (each, a “Recording”); and
 - (ii) edit and incorporate the Recording into a photo, video gallery, short film or webinar as a record of and for the promotion of the Event and future similar events, and for distribution on QPAC’s Digital Stage platform, for no monetary or other compensation to You and You acknowledge and agree that You have no right, title or interest in such Recording.

• 18. Privacy

- (a) You consent to Our collection, use and disclosure of Your personal information, including personal information as defined in the *Information Privacy Act 2009* (Qld)(“Act”), as set out in Our Privacy Policy and in accordance with the Act. You acknowledge that You have accessed and read our Privacy Policy available online at: <https://www.qpac.com.au/about/corporate-information/privacy-policy>
- (b) You consent to Our disclosure of Your personal information, including “sensitive” personal information to the Host, and to Suppliers, to the extent We consider it necessary or desirable to enable them to provide appropriate goods or services to You.

19. Governing law: These terms and conditions are made under and governed by the laws applicable in Queensland, Australia, and You accept the non-exclusive jurisdiction of the courts of that place.

20. Notices: Notices to You must be sent to the email address specified in the registration form You submit. A notice is deemed to have been received on the date of the email unless the same shall be outside the hours of 9am to 5pm on business days (being a day other than a Saturday or Sunday or a public holiday where the notice is served), in which case such notice will be deemed to have been served on the following business day.

21. General: These Ticketing Conditions are subject to the Live Performance Australia Ticketing (Consumer) Code of Practice and Australian Consumer Law.

If any part of these Ticketing Conditions is held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Ticketing Conditions will remain in full force and effect.