

Bombora Publishing Pty Ltd (ABN 98 111 363 449)

Terms and Conditions of Registration and Attendance

This Event: *BIG 4 FUNDRAISING 2023, 24 – 26 October 2023, Amora Hotel Jamison, Sydney.*

The following terms and conditions apply to Your registration for, admission to, and continued attendance at the **BIG 4 FUNDRAISING 2023** (the "Event"), and to any of Your accompanying guests:

1. **These terms and conditions of registration form a contract:** These terms and conditions of registration form a binding agreement between **Bombora Publishing Pty Ltd** (ABN 98 111 363 449) ("We", "Us", "Our") and you, subject to clause 2 ("You", "Your", "Yourself").
2. **Your capacity:** You enter into this agreement in Your own personal capacity, and also for and on behalf of:
 - (a) any 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"). A reference to "You" in this agreement includes a reference to each Relevant Person, unless the context requires otherwise, and You must ensure that each Relevant Person complies with this agreement. You warrant that You:
 - (c) have completed the application for registration (the "Registration Form", to which this agreement is attached/linked accurately and truthfully;
 - (d) have the express authority of all Relevant Persons to enter into this agreement on its/their behalf;
 - (e) have provided a copy of this agreement to all Relevant Persons; and
 - (f) have the consent of each Relevant Person (being an individual) to provide his/her personal information to Us and for Us to disclose it to the third parties referred to in clause 17.
3. **Compliance with venue terms and conditions:** You must at all times comply with the terms and conditions of entry to each venue connected with this Event, and with any lawful directions given by its authorised personnel.
4. **Full payment required:** Full payment, in cleared funds and in Australian dollars, of the registration fee, applicable GST, and all other monies due and payable in connection with Your attendance at this Event must be made in accordance with the requirements, including as to timing, set out in the Registration Form and/or the website for the Event, at www.fpmagazine.com.au/digiraise-eventraise2022 (the "Event Website"). You will be denied entry to the Event if Your attendance fee is not paid in full, by the due date for payment as set out in the Event Website, as provided above.
5. **Your cancellation of Your registration:** You may cancel Your conference registration, by notifying Us by email. If You do not receive acknowledgement by email within two business days, please contact Us on +61 02 4965 5161 Your entitlement to a refund or partial refund are as follows:
 - (a) *If You cannot attend because it is unlawful (eg, covid-19):* If You are unable, or will, with certainty, be unable, to attend this Event for the reason that it is unlawful for You to travel to the venue or would be legally required to submit to quarantine or "lock-down", You may notify Us at any time before the commencement of the Event and provide particulars of the reason You cannot attend. If We, acting reasonably, accept the reasons given, and
 - (i) there is an on-line/virtual option to attend, and You tell Us that You wish to attend by that means, You must pay the registration fee for on-line/virtual attendance. If You have already paid the registration fee in full, We will refund the difference; or
 - (ii) there is no option to attend by on-line/virtual means, We will refund all monies actually received to date;
 - (b) *Your cancellation – for other reasons:* If You wish to cancel Your attendance at the Event for any reasons other than those noted in paragraph (a), You may notify Us by email, and if We receive Your email before 5pm on the day that is 30 clear days before the Event commences, You must pay one half

(50%) of the full cost of Your registration (plus GST). If You have already paid the registration fee in full, We will refund the balance; and

- (c) You may cancel Your registration after 5pm on the date that is 30 days before the Event commences, but You will **not** be entitled to a refund of any kind.

6. Cancellation, postponement and conversion of the Event to a partly or fully virtual Event by Us: We may cancel or postpone the Event, or convert it to a partly or fully on-line/virtual Event at any time, for any reason. We will notify You by email if any of the foregoing occurs. And

- (a) *Event cancellation:* If the Event is cancelled, We will refund all monies paid to date;
- (b) *Event postponement:* 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 and you will receive a full refund. 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.
- (c) *Conversion to a fully on-line/virtual Event:* If the Event is converted to **fully** on-line/virtual Event, (and You have not, initially, registered to attend as an on-line/virtual attendee) You may cancel Your registration by notice to Us by email and We will refund all monies paid to date. If You tell Us that You wish to attend as an on-line/virtual attendee, You must pay the registration fee for on-line/virtual attendance. If You have already paid the face-to-face registration fee in full, We will refund the difference.
- (d) If You do not notify Us within the period We specify when We give You notice of postponement or conversion, Your registration will be cancelled unless We otherwise agree in writing, and We will refund all monies paid to date.

7. Assignment (transfer) of Your registration: If We provide written consent, You may transfer Your registration for this Event to a person (the “**Transferee**”), provided that the Transferee agrees to be bound by these terms and conditions in such manner as We require. If a transfer of a registration is made under this clause, You must provide Us with the name and contact details of the transferee and no refund of registration fees will be payable.

8. Event subject to change: While We will make reasonable endeavours to stage the Event as advertised, You agree that, subject to clauses 5 and 6, the following may occur without liability on Our part of any kind to You:

- (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;
- (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 the Event Website. You are responsible for checking for such notifications/alerts prior to the Event.

9. Your conduct at this Event: At all times during this Event, You must:

- (a) conduct Yourself in a reasonable, respectful, considerate and lawful manner;
- (b) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (c) if You consume alcohol, do so reasonably and responsibly;
- (d) not place the safety and health of any person(s) at the Event at risk;
- (e) not cause personal injury to, or defame, any person or damage the property of any person;
- (f) be respectful towards speakers and others expressing their opinions and refrain from causing a nuisance or interrupting or disrupting programme content; and
- (g) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the relevant venues.

We may, eject You (and/or a Relevant Person) from the Event and/or refuse entry to the Event or any part of the Event if We, acting reasonably, consider that You or a Relevant Person are/is in breach of these terms and conditions, or for any other reasonable cause. If We exercise Our rights under this clause, We have no liability to You or any Relevant Person.

10. Limitation and exclusion of Our liability: To the extent permitted by law:

- (a) to the extent permissible under the 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:
 - (i) goods, to the replacement of the goods or the cost of having the goods replaced or repaired; and
 - (ii) services, to the resupply of the services or the cost of having the services resupplied;and
- (b) 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:
 - (i) for travel and accommodation expenses is excluded in full. Expenses for travel and accommodation are at Your sole risk. 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 You accommodation and transport costs in the event of cancellation, postponement or conversion of the Event to a virtual event;
 - (ii) loss of enjoyment, loss of profit, loss of revenue, lost cost savings, loss of opportunity, loss of enjoyment, damage to reputation or indirect or consequential loss of any kind, is excluded in full; and
 - (iii) for any other loss, including but not limited to personal injury or death (including from infection with COVID-19 or any variant or illness evolved, or that develops, from COVID-19), damage to property or any business, is limited in aggregate to the sum of the monies actually paid by You in connection with Your registration for the Event.

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

- (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 are all 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.

12. Your breach may cause Us to have liability to third parties: You acknowledge and agree that:

- (a) Your negligence or breach of this agreement or of the venue’s terms and conditions of entry may cause Us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We may have to the venue operator or other third parties, such as other attendees, exhibitors at, or sponsors of, the Event; and
- (b) any loss or liability We incur to the venue operator or any other third party, as a direct or indirect consequence of Your act or omission, whether or not We have assumed such liability contractually, is a reasonably foreseeable loss recoverable by Us from You.

13. Indemnity:

- (a) You must indemnify and keep Us 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 or other tort, 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 between Us and a third party by which We are made liable for Your act or omission.
- (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 10 applies.
- (c) You acknowledge and agree that the indemnity in this clause is not Our exclusive remedy.

14. Virtual (on-line) participation in the Event: If You register to participate in this Event, or any part of it, by virtual (on-line) means, You agree that:

- (a) it is Your responsibility to ensure that You have appropriate technology, internet connectivity and speed to participate;
- (b) We are not liable for any interruption, delay sound or picture quality problems You may experience because Your technology is inadequate or because of internet or power interruptions, or internet speed, or other connectivity problems You may experience;
- (c) You are not entitled to a refund if You are unable to participate, or if the quality of Your participation is diminished, because of the matters referred to in paragraphs (a) and (b) of this clause;
- (d) You will comply in all respects with clause 9 of this agreement and with any rules, protocols or other directions made by Us or the virtual session leader, whether published or issued in writing or orally; and
- (e) if/when You post questions or messages to others participating by virtual means, Your personal information may be shared with those persons,

and You warrant that the home/work environment in which You access the virtual component of the Event is safe and free of risk to Your health and safety.

15. Photography and videography/filming:

- (a) You may use handheld cameras and/or smart phones at the Event to take photographs and videos/films for personal, non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of intellectual property or privacy rights and provided that the subject of such photography and videography/filming provides consent. Such photographs and videos/films may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.
- (b) We 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.
- (c) 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,

for no monetary or other compensation to You and You acknowledge and agree that You have no right, title or interest in such Recording.

16. Relevant Persons: If You register a Relevant Person (or for and on behalf of a Relevant Person - see the definition in clause 2) for this Event, You must ensure that each Relevant Person complies with these terms and conditions of registration and attendance. If You are a guest of a registrant for the Event or other Relevant Persons, it is a condition of Your admission to and continued attendance at the Event, that You agree to these terms and conditions of registration and attendance and that You comply with them. If You do not agree to these terms and conditions of registration and attendance, please notify Us and Your name will be removed from the guest-list.

17. Privacy and electronic messages: You consent to:

- (a) Our collection, use and disclosure of Your personal information, including sensitive information as defined in the *Privacy Act 1998 (Cth)*;

- (b) (unless You have told Us, in Your Registration Form, that You do not consent) Our disclosure of Your personal information to sponsors and exhibitors of the Event and to Your receipt of electronic messages concerning them and their products and services,
- (c) to the disclosure of "sensitive" personal information to Suppliers (such as health information), to the extent We consider it necessary or desirable to enable them to provide appropriate goods or services to You;
- (d) Us sending You electronic messages concerning the Event and any other event that We reasonably consider You may be interested to attend.

18. COVID-19 safety:

- (a) We may require that You give Us evidence of vaccination as a pre-condition to allowing Your attendance at the Event. Details of such requirements will be posted to the Event Website and/or emailed to You.
- (b) You must not attend the Event if:
 - (i) You have been diagnosed as having COVID-19, are feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue; or
 - (ii) prevailing health orders or other applicable laws concerning COVID-19 prohibit You from attendance at, or travel to, the Event.
- (c) At entry to and while attending the Event, You must:
 - (i) comply with all applicable laws and health orders concerning COVID-19;
 - (ii) comply with and submit to contact tracing protocols and procedures for COVID-19 safety, including but not limited to, as We may require at Our option, providing Us with evidence of Your vaccination status, registering with a QR Code on entry or demonstrating that You have downloaded, to a personal mobile device, the COVID-Safe app, and if requested, You must submit to temperature testing;
 - (iii) strictly practise social distancing by ensuring that You remain at least 1.5 meters from persons not known to You;
 - (iv) wash Your hands regularly and use hand-sanitiser made available at the Event; and
 - (v) if You experience any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, You must immediately report to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, You must comply with that request.
- (d) If, after the Event, You experience symptoms of COVID-19, You must promptly submit to a test. If You are diagnosed with COVID-19 and there is a reasonable possibility that You may have become infected at or before the Event, You must advise Us and comply with all applicable laws, health orders or government recommendations for the purposes of preventing or reducing the spread of COVID-19.

19. Frustration of contract statutes not to apply: The parties agree that the sole rights and consequences of cancellation and variation are set out in this agreement. The *Frustrated Contracts Act 1978* (NSW) and other legislation concerning frustration of contract, do not apply to this agreement.

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

21. Notices: Notices to You must be sent to the email address specified in the registration form You submit to Us. Notices to Us must be sent to Us at: admin@fandp.com.au 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 in Sydney, Australia), in which case such notice will be deemed to have been served on the following business day.

*******End of Agreement*******