LOAN MARKET GROUP (LMG) EVENT TERMS AND CONDITIONS

1. Registration and Application

1.1 These Terms and Conditions apply to any event registered for or attended by you (**Attendee**) organised by Loan Market Group Pty Ltd (**LMG**), including but not limited to meetings, functions, retreats, professional development days, symposiums, conferences, academies, forums, study tours, sporting events, social activities or award ceremonies (**Event**).

1.2 You are deemed to have accepted these Terms and Conditions upon proceeding with the registration process by selecting “Agree”.

2. Payment, Discounts & Refunds

2.1 Payment, where applicable, is required at the time of registration. Confirmation and a tax invoice will be emailed to your nominated email address upon registration completion.

2.2 Group discounts, tier inclusions, and promotional offers will be calculated and reconciled based on actual verified attendance.

2.3 Approved refunds will be processed and credited following the Event. For Australian-based brokers, approved refunds or credits may be applied to monthly system fee invoices. Non-Australian brokers will receive direct account refunds.

3. Cancellations & Substitutions

3.1 Should your circumstances change and you are unable to attend, you must notify LMG in writing prior to the commencement of the Event.

3.2 If you cancel at least 14 days before the Event commences, LMG will refund your registration fee less its reasonable, actual and unrecoverable costs attributable to your booking and cancellation. These may include non-refundable accommodation, venue, entertainment, speaker and catering commitments and reasonable administrative costs of processing the cancellation.

3.3 If you cancel with less notice than required under Clause 3.2, LMG will retain the full registration fee paid (and no refund will be issued) to cover non-recoverable accommodation, venue, catering, speaker, administrative, and third-party commitments incurred on your behalf.

3.4 If you are unable to attend an Event and wish to transfer your registration to another person, please contact us at lmgevents@lmg.broker no later than 3 working days before the Event start date. While we

will make reasonable efforts to accommodate transfer requests, transfers cannot be guaranteed and acting reasonably, remain subject to operational constraints and restrictions imposed by third-party suppliers (such as venues, caterers, or accommodation providers). Where a transfer request is declined, LMG will provide the reason for the decision on request.

3.5 Clauses 3.2–3.4 apply only to cancellations initiated by the Attendee for reasons unrelated to LMG's breach, cancellation or material alteration of the Event. They do not limit rights under clause 10 or applicable law

4. Travel, Accommodation, and Supplier Bookings *(Applies to Events Involving Travel)*

4.1 Unless expressly stated otherwise in the Event details or agreed in writing, you are responsible for arranging, managing, and paying for your own travel, transport, and accommodation. Where you make, alter, or cancel bookings directly with third-party suppliers:

(a) such bookings, changes, or cancellations are strictly subject to the relevant supplier's terms and conditions; and

(b) LMG is not responsible for supplier obligations, delays, failures, or any fees, charges or loss incurred as a result of your changes or cancellations.

4.2 Where LMG agrees to arrange or manage travel, transport, or accommodation on your behalf:

(a) bookings are subject to supplier availability and the third-party supplier's terms and conditions;

(b) LMG will use reasonable endeavours to accommodate change or cancellation requests, but does not guarantee that suppliers will permit amendments, offer refunds, or waive cancellation fees;

(c) you are liable for any additional costs, supplier fees, or price differences resulting from changes or cancellations requested by you; and

(d) LMG is not liable for any supplier delays, service disruptions, cancellations, or performance failures outside of LMG's direct control.

5. Pre-existing Conditions, Physical Activity & Assumption of Risk

5.1 You must disclose to LMG during registration any pre-existing medical conditions or dietary restrictions that may put you or others at a higher risk during the Event.

5.2 You must provide all information and assistance reasonably required by LMG to conduct the Event and enable your participation.

5.3 Certain Events may include physical, athletic, outdoor, or recreational activities. Participation in any such activity is entirely voluntary.

5.4 By participating in physical activities, you acknowledge and agree that:

(a) participation involves inherent risks of personal injury or property damage;

(b) you are solely responsible for assessing your own physical condition, health, capability, and suitability to participate; and

(c) you voluntarily assume all obvious and inherent risks associated with your participation.

5.5 You acknowledge and agree that alcohol, illicit substances and certain medication may impair judgement, coordination or physical capacity and increase the risk of injury, loss, or damage. You must take reasonable care for your own safety and the safety of others and must not participate in any activity while affected by alcohol, medication or another substance to an extent that makes your participation unsafe. LMG may, acting reasonably, prevent or stop your participation in an activity where it reasonably considers your participation presents a safety risk..

5.6 To the extent permitted by law, LMG excludes liability for injury, loss or damage resulting from the inherent risks of your voluntary participation in physical activities, except to the extent caused or contributed to by LMG's negligence, breach of these Terms and Conditions, or unlawful conduct.

5.7 You indemnify LMG against liability and reasonable costs and expenses, including reasonable legal costs, arising from third-party claims for personal injury or property damage, but only to the extent caused by your negligent acts or omissions, wilful misconduct, or material breach of these Terms and Conditions in connection with your participation in those activities. This indemnity does not apply to the extent that the liability, costs or expenses were caused or contributed to by LMG or any other person.

5.8 Subject to clause 9, LMG indemnifies you against liability and reasonable costs and expenses arising from third-party claims for personal injury or property damage to the extent caused by the negligent acts or omissions, wilful misconduct, or unlawful conduct of LMG or its staff or contractors in connection with the Event.

6. Insurance

6.1 If travelling for domestic Events, LMG recommends that all Attendees purchase comprehensive travel insurance, covering baggage, personal effects, and medical expenses.

6.2 For any Event involving international travel, Attendees bear sole responsibility for procuring and maintaining comprehensive travel insurance, including full coverage for medical evacuation and medical treatment for injury or illness during the Event. LMG accepts no liability for any medical, evacuation, or related expenses incurred. LMG further recommends that Attendees ensure their policy covers baggage and personal effects.

6.3 If you obtain travel insurance and intend to participate in physical activities at the Event, LMG recommends checking that your policy covers those activities and your individual circumstances.

6.4 You are responsible for taking reasonable care of your baggage and personal effects. This does not exclude or restrict any liability LMG may have for loss or damage caused or contributed to by LMG or persons for whom it is legally responsible. Any such liability is subject to clause 9.

7. Code of Conduct & Venue Rules

7.1 Attendees must comply at all times with the **LMG Event Code of Conduct**, which forms part of these Terms and Conditions, and with lawful and reasonable safety and operational directions communicated by LMG staff, venue operators or relevant activity providers in connection with the Event.

7.2 LMG may, acting reasonably, refuse entry to or remove you from the Event if you materially breach the Code of Conduct, engage in unlawful or seriously disruptive behaviour, or fail to comply with a lawful and reasonable safety direction. Where practicable and appropriate, LMG will explain the concern and give you a reasonable opportunity to address it before refusing entry or removing you. LMG may act immediately where reasonably necessary to protect the safety of any person or respond to serious misconduct.

7.3 Where an Attendee is removed under clause 7.2, LMG may retain the portion of the registration fee reasonably referable to its unrecoverable venue, catering, administrative and operational costs arising from the removal, up to the full fee where those costs equal or exceed it.

8. Media & Photography Release

8.1 Subject to clause 8.3, you permit LMG to photograph and record you at the Event and to use your image, voice, name and likeness in those photographs and recordings (**Event Media**) for internal communications, reporting on the Event, and promoting LMG's business and future events. This permission is non-exclusive and royalty-free.

8.2 The permission in clause 8.1 continues for five years from the Event date unless you withdraw it earlier under clause 8.3. This clause does not transfer to LMG any copyright or other intellectual property rights you hold in material presented or contributed by you.

8.3 You may opt out of being photographed or recorded by notifying LMG in writing before the Event or informing event staff at check-in. You may withdraw permission for future use of identifiable Event Media by written notice to the Event contact identified in your registration confirmation. LMG will stop initiating new uses upon receiving that notice and, within 28 days, take reasonable steps to remove or obscure your identifiable image, voice, name or likeness from material publicly displayed on channels it controls and instruct its service providers accordingly.

The same requirements apply when the five-year permission period expires. LMG is not required to recall physical material already distributed or retrieve copies independently retained or shared by third parties outside its control. It will not distribute further copies containing your identifiable Event Media after withdrawal or expiry. These qualifications do not limit any rights you have under applicable privacy law.

8.4 If you register guests or colleagues, you agree to take reasonable steps to provide them with this clause and information about the opt-out process before the Event. Each person may exercise their own choices under clause 8.3.

9. Limitation of Liability

9.1 Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, right or remedy available under the Australian Consumer Law, contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), or any other applicable law, to the extent that it cannot lawfully be excluded, restricted or modified.

9.2 Subject to clauses 9.1 and 9.3, and to the maximum extent permitted by law:

(a) LMG's total aggregate liability to the Attendee for all claims arising out of or in connection with these Terms and Conditions or the Event, whether in contract, tort (including negligence), statute or otherwise, is limited to the greater of:

(i) the total registration fees actually paid by or on behalf of the Attendee to LMG for the Event, and

(ii) $5,000; and

(b) LMG is not liable for indirect or consequential loss. Loss of profit, opportunity or reputation is excluded under this clause only to the extent that it constitutes indirect or consequential loss.

9.3 The exclusions and limitations in clauses 5.6 and 9.2 do not apply to:

(a) liability for death or personal injury to the extent caused or contributed to by LMG's negligence;

(b) liability to the extent caused or contributed to by LMG's fraud, wilful misconduct or reckless conduct; or

*(c) L*MG's obligations to pay refunds under these Terms and Conditions or applicable law.

Refunds do not count towards or reduce the liability cap in clause 9.2(a). The Attendee is not entitled to recover compensation more than once for the same loss.

9.4 References in these Terms and Conditions to LMG's acts, omissions or conduct include those of persons for whom LMG is legally responsible.

10. Event Cancellation & Force Majeure

10.1 If LMG cancels the Event for a reason other than a Force Majeure Event, LMG will refund the registration fees paid by or on behalf of the Attendee in full. If cancellation occurs after the Event has commenced, LMG will refund at least the portion attributable to services not supplied, without limiting any greater entitlement under applicable law.

10.2 If LMG cancels or postpones the Event due to a Force Majeure Event, it will notify Attendees as soon as reasonably practicable. Each Attendee may choose:

(a) a transfer of their registration, without an additional registration charge, to the rescheduled Event, if one is offered; or

(b) a refund of registration fees paid for services not supplied, less only the reasonable, actual and unrecoverable out-of-pocket costs attributable to their booking.

An Attendee may choose a refund without waiting for a replacement date to be announced. A credit for another event may be provided instead only with the Attendee's agreement.

10.3 A **Force Majeure Event** means an event beyond the reasonable control of LMG including acts of nature, war, terrorism, national emergency, epidemic or pandemic, acts or inactions of government or regulatory agencies, and industrial action outside LMG's workforce.

11. General

11.1 These Terms and Conditions are governed by and construed in accordance with the laws of Queensland, Australia.

11.2 These Terms and Conditions and the Order Form constitute the entire agreement between the parties regarding the Event. Any amendment must be in writing (including email) and agreed to by both parties.

11.3 If any provision is invalid or unenforceable, it will be read down to the extent necessary to ensure validity, or otherwise severed, leaving the remaining provisions in full force.

For further details on data handling, refer to the LMG Privacy Policy.

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