

The **CHERRY BALL**

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45TH ANNUAL CHERRY AUCTION

Sydney Markets Foundation - Cherry Ball - Terms and Conditions

By registering to attend the Freshmark & Sydney Market Gala Dinner you acknowledge and agree to abide by the following terms & conditions (Terms):

Registrations

1.1 Your registration will not be confirmed until we have received your completed registration and full payment of the registration fee. Please note that tickets must be fully paid and confirmed four (4) weeks out from the event date. Freshmark reserves the right, for any reason, to refuse to accept your registration.

Cancellation and Transfers of Registrations

2.1 Notification of cancellation of your registration must be made in writing and emailed to the Event Team at support@mayhemcorp.com.au.

2.2 Cancellation requests received fourteen (14) business days or more before the date of the Gala Dinner will be refunded the amount of the fee minus any reasonable administration costs (as determined by Freshmark). No refunds will be made for cancellations received within fourteen (14) business days of the event.

2.3 You may request to transfer your registration to another person by notifying the Event Team at least seven (7) business days prior to the Gala Dinner. No transfers will be permitted within seven (7) business days of the event.

Modification, Postponement or Cancellation of the Gala Dinner

3.1 Freshmark & Sydney Markets Foundation reserves the right at any time to change the location, the timing or the format, or any other aspect of the Gala Dinner; or to postpone the Gala Dinner; or to cancel the Gala Dinner.

3.2 Freshmark & Sydney Markets Foundation, and the event organisers, the Venue or any other third party authorised or engaged by Freshmark & Sydney Markets Foundation (Agents) will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you as a result of, or in relation to, 3.1 above.

3.3 If the Gala Dinner is cancelled or postponed by Freshmark & Sydney Markets Foundation for reasons that are beyond its reasonable control, Freshmark & Sydney Markets Foundation may retain the fee and will not be required to make any refund of the fee.

3.4 If the Gala Dinner is cancelled for reasons other than as set out in 3.3 above, Freshmark & Sydney Markets Foundation will refund the fee minus any reasonable administration costs of \$50.00.

Your rights and obligations at the Gala Dinner

4.1 Freshmark & Sydney Markets Foundation reserves the right to prohibit your entry to the Gala Dinner, or eject you from the Gala Dinner if you fail to comply with these Terms, or if you represent a security risk or if your behaviour is deemed inappropriate, as determined by Freshmark & Sydney Markets Foundation and/or its agents and others working under its authority.

4.2 Promotional materials may not be distributed at the Gala Dinner except by event sponsors.

4.3 You agree to comply with all reasonable instructions issued by Freshmark & Sydney Markets Foundation and its Agents.

4.4 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited.

4.5 By attending the Gala Dinner you grant permission to Freshmark & Sydney Markets Foundation and its Agents to take and to have full and free use of video/photographs containing your image/likeness, including the use of these images for live streaming, promotional, news, on-line and multimedia purposes. You agree that you are not entitled to remuneration, residuals, royalties or any other payment from Freshmark & Sydney Markets Foundation or its Agents in respect of your image/likeness or its use. You release, discharge, and hold harmless, Freshmark & Sydney Markets Foundation 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.

General

6.1 Freshmark & Sydney Markets Foundation reserves the right to amend these Terms from time to time and you will be subject to the Terms in force at the time Freshmark & Sydney Markets Foundation registers you for the Gala Dinner.

6.2 These Terms are governed by and are to be construed in accordance with the laws in force in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

Disclaimer

Freshmark & Sydney Markets Foundation has endeavoured to ensure that the information on any Gala Dinner website or in any printed Gala Dinner brochure is correct at the time of publishing. Freshmark & Sydney Markets Foundation or other parties mentioned in the Gala Dinner promotional material accept no responsibility or liability as a result of error, misprints or changes to the information provided.

Privacy

Freshmark & Sydney Markets Foundation, recognise the importance of your privacy and understand your concerns about the security of personal information you provide to us. We place high priority on the security of information held by us and we comply with the Australian Privacy Principles as contained in the Privacy Act 1988 (Cth). The information provided by you is necessary to administer and manage your registration and provide the Gala Dinner to you. Please also note that Freshmark & Sydney Markets Foundation may provide your personal information to its Agents as necessary to conduct the Gala Dinner or be compliant with its Privacy Policy. Freshmark's Privacy Policy can be found at www.freshmark.com.au.