

RACGP Practice Owners Conference delegate conditions

These conditions together with the Registration Form constitute an agreement between the RACGP and you, which governs all aspects of your attendance at the Practice Owners Conference. To the extent of any inconsistency, these conditions apply. By registering to attend the Practice Owners Conference or any Session or Event organised during the Conference, or agreeing to an invitation to attend, you as a prospective delegate, acknowledge you have read, understood and agree to be bound by this agreement.

1. Interpretation

- a. "Practice Owners Conference" means the RACGP Practice Owners Conference held at the Venue from Saturday 18 to Sunday 19 May 2019.
- b. "The RACGP", "us" or "we" means The Royal Australian College of General Practitioners Ltd (ABN 34 000 223 807).
- c. "Registration Form" means the online registration form for attendance at the Practice Owners Conference.
- d. "Session", "Event" and "Fee" have the meaning evident from the Registration Form.
- e. "Terms" means the conditions of this agreement.
- f. "Venue" means International Convention Centre (ICC) Sydney.
- g. "You" or "your" means the delegate registered for attendance, as evident from the Registration Form.
- h. A reference to a party includes its officers, employees, agents and contractors.

2. Registration and payment

- a. Acceptance of Registration Forms is at our discretion, for which we will provide confirmation. We reserve the right to decline any registration application, however if we do we will refund or not process any monies then paid.
- b. We will not consider any Registration Form not accompanied by the Fee (all fees being expressed as GST inclusive amounts) or where it is incomplete. The Fee for registering at the Practice Owners Conference or for attending any Session or Event is correct at time of publication. The RACGP

reserves the right to change the Fee at any time but changes will not affect registrations already confirmed.

c. Although the RACGP will make reasonable efforts to ensure all registrants are able to attend Session and Event, some of them have limited places available and are dealt with on a “first-in” basis.

d. If the RACGP has invited you to attend a Session or Event without the need for registration and/or payment of the Fee, you must confirm your attendance within the time specified in the invitation (if any) in order to reserve your position.

3. Program Changes

a. Concerning the Practice Owners Conference, a Session or an Event, the RACGP reserves the right at any time to:

- i. change the format, participants, content, location and timing or any other aspect;
- ii. postpone them or any part of them; or
- iii. cancel them or any part of them, and

will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you in connection with the RACGP modifying, postponing or cancelling the RACGP Practice Owners Conference or any Session or Event or any part.

b. If the Practice Owners Conference, a Session or an Event is cancelled, or postponed by the RACGP and you are unable to attend the rescheduled the Practice Owners Conference, Session or Event, we will refund the Fee.

c. A Session or Event's content and the Practice Owners Conference program is confirmed at the time of printing. The RACGP may make changes as required, however will use best efforts to maintain equivalent standards.

d. RACGP's developed education content is obtained from sources believed to be reputable and reliable. The RACGP accepts no liability for any inaccuracy or misrepresentation. This information is not professional advice or a substitute for seeking professional advice, or as a full consideration of particular circumstances faced by the user. Acting in accordance with information provided by the program does not guarantee discharge of any duty.

4. Delegate's rights and obligations

a. By registering, you warrant your details as provided are true and correct.

b. If the Practice Owners Conference, a Session or an Event is cancelled, or postponed by the RACGP and you are unable to attend the rescheduled Practice Owners Conference, Session or Event, we will refund the Fee.

- c. You must comply with any particular conditions, rules, regulations or usage requirements of the Venue or of the RACGP in connection with a Session or Event. Any delegate guides are available from us on request. We will use reasonable efforts to update you of subsequent amendments.
- d. The RACGP reserves the right, without any liability, to refuse admission to, or to eject you from a Session or an Event, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of the RACGP you represent a security risk, nuisance or annoyance to the running of a Session or Event.
- e. Photography and the recording or transmitting of audio or visual material, data or information is prohibited at a Session or an Event without prior RACGP written consent.

5. Cancellation and Transfers

- a. You may cancel all or part of your the Practice Owners Conference registration by written notice to the RACGP. Your registration Fee will be refundable subject to the following conditions
 - i. cancellations received on and before Monday 25 March 2019 will incur a 10% cancellation fee
 - ii. cancellations received on and from Tuesday 26 March until Thursday 25 April 2019 will incur a 50% cancellation fee; and
 - iii. cancellations received on and from Friday 26 April 2019 will incur a 100% cancellation fee.
- b. Where permitted, you may transfer your Session or Event registration by written notice to the RACGP. Session or Event transfers are subject to availability and the payment of the applicable registration Fee for the new Session or Event.
- c. You may substitute another to attend a Session or Event in your place by written notice of such to the RACGP. The RACGP reserves the right to refuse entry to any substitute delegate for whom the RACGP was not provided such notice, or where relevant eligibility criteria are not satisfied. RACGP confirmation of substitutions is also subject to the payment of any applicable additional fees for the Session or Event (for example, if the substitute is a non-member additional fees may be payable).
- d. Cancellation pursuant to this clause 5 does not terminate our agreement with you, which continues until resolution of all outstanding payments to the RACGP's satisfaction.

6. Risk Management

- a. It is your responsibility to inform the RACGP of any special dietary or other requirements you may have, sufficiently in advance to enable the RACGP to attempt to accommodate these requirements (or where this is not possible, inform you of such).

- b. You use the Venue and all associated facilities at your own risk. Despite anything else in these Conditions, the RACGP accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials or other belongings brought to the Venue, whether by fire, theft, accident, injury or otherwise.
- c. The Session or Event may contain inherently dangerous activities, including the use of specialised equipment. Reasonable assistance will be provided, however delegates' are responsible for their own wellbeing and the RACGP accepts no liability for any loss, damage or injury incurred in connection with a Session or Event.
- d. Any liability incurred by us in connection with the Session or Event will be limited to the refund of the Fee paid to the RACGP. All guarantees, representations, conditions and warranties of any nature are expressly excluded. However nothing in these conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the Competition and Consumer Act (Cth) and the Australian Consumer Law. If these Acts impose any inalienable consumer rights then to the extent of any inconsistency with these Terms, these Terms are to be read down to permit those rights.
- e. You release us from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts, omissions or negligence in connection with this agreement or any Session or Event. You further indemnify the RACGP its employees, agents, contactors and sub-contractors against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis), incurred in connection with this agreement. Any such amount is a debt due and payable within 20 business days of request.

7. General

- a. The RACGP reserves the right to amend these Terms from time to time. The Terms governing your attendance at the Practice Owners Conference or any Session or Event will be those in force at the time of your registration or attendance at a Session or Event if you do not need to register (as applicable).
- b. The failure, delay, relaxation or indulgence on the part of the RACGP in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms do not operate as a waiver of that power, right or remedy.
- c. If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant Term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms.
- d. These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those Victorian courts and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

8. Privacy Statement

- a. Protecting your privacy and appropriate use of your personal information is an important aspect of the way the RACGP implements its activities, online and offline.
- b. You acknowledge you may be filmed, recorded and/or photographed by the RACGP, the media or any other party at the Practice Owners Conference and consent to the RACGP using any such film, sound and/or photograph for RACGP editorial, promotion, publicity and advertising purposes, or for the promulgation of correct medical procedures.
- c. By submitting a Registration Form, you consent to the RACGP collecting, using and disclosing your personal information (including credit card information) to administer this Event. This may include the production of delegate lists and photographs for marketing and related uses and updating your continual professional development record, unless notified otherwise. We will disclose personal information relating to credit card details for payment processing only.
- d. Please contact us to update or correct your details.
- e. In all other aspects, the RACGP will collect, use and disclose personal information provided to it in accordance with its Privacy Statement, which can be found at: racgp.org.au/usage/privacy or provided on request.

9. RFID Technology

- a. At the Practice Owners Conference, the RACGP may use radio frequency identification (RFID) technology. RFID technology consists of a transponder (which transmits) and a reader (which collects). RFID technology then assembles this data to provide information on user travel within the Venue. RFID technology is commonly used across a variety of industries. The RACGP considers RFID technology will be useful to assist with determining foot traffic or events of interest during the Practice Owners Conference.
- b. Where used, RFID technology information will be stored against your conference profile. It may be imported into your member profile in the RACGP's database.
- c. The RACGP will use reasonable efforts to notify you of its use of RFID technology.
- d. Ordinarily, RFID technology transponders will be embedded your registration tickets, and RFID technology readers will be identifiable as such. However, these are dependent on supplier availability and general practicality.
- e. You may opt-out of your involvement in the RFID technology by alerting staff at registration or through events@racgp.org.au
- f. The information gained through RFID technology becomes that members' personal information and is treated as such. The RACGP's Privacy Statement should be considered in these circumstances.

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