



RACP

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RACP Event – Participation Terms

1 General

- (a) These “RACP Event – Participation Terms” (“**Terms**”) constitute the agreement between a participant (“**you**”) and The Royal Australasian College of Physicians (ABN 90 270 343 237) (“**RACP**”) in relation to registration for, attendance at, and participation in the Event.
- (b) The Event to be held by RACP as:
 - (i) single-day or multi-day events at physical locations which may include locations in Australia and New Zealand (each, a “**Venue**”); and
 - (ii) on a third-party online platform, including any online hosting and distribution in connection with the Event (“**Platform**”).

2 Registration

- (a) By registering for the Event or participating in or attending an Event, you agree to comply with these Terms.
- (b) If you are registering on behalf of someone else, you must ensure these Terms are made available to each person for whom you register prior to the Event. You acknowledge and accept these terms in your personal capacity and on behalf of any other person for whom you register, including any accompanying minor. If any individual for whom you register does not agree to these terms, you must notify RACP of the cancellation of that person’s registration.
- (c) RACP and its third-party contractors may impose additional terms and conditions for the Event, including in relation to Venues or the Platform, at the time of registration or the Event. It is your responsibility to review these additional terms (including any terms which are available on the Event Website) carefully before you register.
- (d) You must specify any special requirements (including physical or dietary requirements) via the online registration form or by advising RACP in writing via email at events@racp.edu.au before the closing date for registration.
- (e) Registration substitutions or modifications to your registration can be requested online Event Website or by advising the RACP in writing via email at events@racp.edu.au.

- (f) If a registration fee is charged for the Event, the fee covers entry to the Event and any applicable GST. Payment in full is required at the time of registration.
- (g) You may choose to register for additional social events, which may be subject to additional fees. The fee for such social events covers entry to the social function and any applicable GST.
- (h) You are responsible for any ancillary costs associated with attending the Event, such as the cost of any travel, food or accommodation required to attend the Event (if applicable). You agree that you will not seek payment or compensation from RACP for such costs for any reason, including if the Event is delayed, postponed, or cancelled.

3 Event

- (a) RACP will take reasonable measures to ensure the safety of its Events, including implementing any safety precautions recommended by Venues, site operators, or public health authorities. To the extent permitted by law, RACP excludes all liability for any injuries or illness you may sustain or contract at the Event.
- (b) RACP reserves the right to:
 - (i) prohibit entry of any person to a Venue, or reject any person from a Venue, including for breach of these Terms;
 - (ii) restrict access of any person to the Platform, or remove any person from the Platform, including for breach of these Terms; and
 - (iii) make changes to the Event, including in relation to the Venue, online platform, dates, times, physical capacity of the Venue, conferences, Event speakers and Event program, at any time.
- (c) You must observe the rules, regulations and procedures for the Venue or Platform (including in relation to workplace health and safety and security).
- (d) Information on the Event website and Event Materials is correct at the time of publication; RACP reserves the right to change this information where necessary without notice.

4 Postponement or cancellation and refunds

- (a) From time to time circumstances may require RACP to delay the start time of any part of an Event. RACP will not refund your registration fee if a start time delay occurs.

Postponement or cancellation by RACP

- (b) If the Event is postponed indefinitely or cancelled by RACP, but not due to a Force Majeure, then:
- (i) RACP will notify you in writing;
 - (ii) RACP will refund the registration fee in full; and
 - (iii) you are not entitled any claim for any loss or damage, including any losses incurred by you in relation to income, travel, accommodation, Event Materials and other expenses due to the cancellation or postponement. Travel and other insurances to protect against such losses are at your discretion and are not included in your registration fees.
- (c) If, due to a mandated direction of a health authority Events at some or all of the Venues are cancelled or delayed, or physical attendance is not permitted, then RACP may change your registration for the affected Event from physical attendance at a Venue to online attendance on the Platform and will refund you for any reduction in the relevant registration fee.

Cancellation by you

- (d) You must notify RACP by email at events@racp.edu.au as soon as possible if you need to cancel your registration for the Event for any reason. If you have paid a registration fee and you notify RACP of a cancellation by email:
- (i) more than 60 days prior to the first day of the Event, RACP will refund the registration fee in full;
 - (ii) less than 60 days, and more than 20 days, prior to the first day of the Event, RACP will refund 80% of the registration fee; and
 - (iii) less than 20 days prior to the first day of the Event, no refund will be payable by RACP.
- (e) You must notify RACP by email at events@racp.edu.au as soon as possible if you need to cancel your registration for a social function. If you have paid a registration fee for a social function and you notify RACP of a cancellation by email more than 7 days before that function, RACP will refund the registration fee in full.

Changes to registration

- (f) You must notify RACP by email at events@racp.edu.au as soon as possible if you wish to change your registration for the Event from physical attendance at a Venue to online attendance on the Platform. If you have paid a registration fee for physical attendance at a Venue and RACP is able to change your registration to online attendance on the Platform, RACP will refund you for any

reduction in the relevant registration.

Accommodation

- (g) If RACP facilitates booking of accommodation for the Event, RACP will provide you with the cancellation policies of the accommodation supplier at the time of booking. Cancellations in whole or part may incur a penalty at the supplier's discretion under the terms of the supplier's cancellation policy.

Refunds

- (h) RACP will not refund any registration fees if you are refused entry to an Event or are removed from an Event for failure to adhere to these Terms and any additional rules, policies, procedures, or directions provided by RACP or the management of a Venue.

5 Intellectual property

- (a) All of the intellectual property rights in any materials used to advertise an Event or provided to you at or in connection with an Event belong to RACP and its licensors.
- (b) Such materials are provided to you for your own personal use. You may not use the materials for any commercial purpose, reproduce any part of the materials or share the materials with any other person without RACP's prior written consent.

6 Privacy

- (a) RACP complies with the *Privacy Act 1988* (Australia) and the *Privacy Act 2020* (New Zealand) and the Privacy Principles set up under these Acts in relation to the collection, use and disclosure of personal information. RACP's privacy policy explains:
- (i) what RACP means by "personal information" (i.e. information about an identifiable individual);
 - (ii) what personal information RACP collects;
 - (iii) how RACP uses and discloses personal information;
 - (iv) how RACP stores personal information; and
 - (v) how a person can access and correct personal information.
- (b) RACP's privacy policy can be accessed at racp.edu.au/home/privacy/policy
- (c) When you register for or attend an Event you agree to the collection and use by RACP of your personal information in accordance with this policy and as set out generally in the Collection Statement at [Privacy Collection Statement | RACP](#) and specifically in any Data Processing Consent attached to the registration form.
- (d) You authorise RACP to include relevant details (name, organisation and state) into a delegate list for the benefit of all delegates.
- (e) The RACP may distribute materials from sponsors to Event attendees. If you do not wish to receive such material, please notify the RACP via email.

- (f) You consent to RACP disclosing your personal information to third parties directly related to the Event to facilitate provision of services to you such as room bookings, special catering, physical requirements, name tag creation and conference options. Where possible, suppliers will only be provided with de-identified or aggregate information. All suppliers to which RACP provides your personal information will be bound by contract to handle your personal information in accordance with applicable privacy laws and only for the purposes for which it is provided.
- (g) In registering for the Event, you grant permission to RACP, its agents and others working under its authority, to take and to have full and free use of video/photographs containing your image/likeness. You understand that these images may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for RACP. You agree that you are not entitled to remuneration, royalties, or any other payment from RACP in respect of your image/likeness or its use. You release, discharge, and hold harmless RACP and its agents from any and all claims, demands, or causes of actions that they may hereafter arise by reason of anything contained in the photographs or video. Should you not agree to the above image release, you must advise RACP in writing via email at least 7 days prior to the Event. You unconditionally consent to RACP disseminating your name and any images, photographs, or videos taken of you during the Event for the purpose of providing information about the particular Event or for marketing and advertising future events.
- (h) You consent to RACP sending you marketing materials for future events. You may opt out of receiving such materials at any time by clicking the "unsubscribe" button at the bottom of the relevant communication.
- (i) RACP may engage a third party to administer and deliver services, and communications to Event attendees by email. Some third-party suppliers or their products/services are located overseas. Business details and personal information you choose to provide on telephone applications may be transferred to an overseas recipient and stored overseas to administer such services and communications to you. You agree to this transfer when you complete your registration for the Event; Australian Privacy Principle 8.1 will not apply to this disclosure.

7 Limitation of liability

- (a) RACP uses reasonable efforts to ensure that all information provided about an Event and at an Event is accurate and up-to-date but does not guarantee the accuracy or completeness of any information provided and you should not rely on it. You are advised to make your own independent inquiries regarding the accuracy of any information provided about an Event or provided while attending an Event. RACP will not be liable for any damage or loss that you may incur as a result of information being inaccurate or incomplete in any way.
- (b) While RACP will take reasonable measures to ensure the safety of its Events, you acknowledge

that you attend Events at your own risk. To the maximum extent permitted by law, RACP excludes all liability in respect of any damage or loss that you may incur to your person or property in connection with your attendance at an Event.

- (c) You acknowledge that RACP is not responsible for:
 - (i) any failure of the Platform beyond the reasonable control of RACP; and
 - (ii) disruptions or cancellations to the Event outside of RACP's control, including where the Venue or Platform becomes unusable or RACP is required to cancel the Event.

8 Force Majeure

- (a) Force Majeure means acts of God, fire, flood, war, earthquake, natural disaster, terrorism, epidemic, strike, lockout, labour controversy, civil commotion, pandemic (including the COVID-19 pandemic), acts or restriction of any government or governmental agencies, and any other circumstances beyond the reasonable control of the relevant party.
- (b) No party shall be liable for any delay in performing or failure to perform any of its obligations to the extent that such delay or failure is caused by Force Majeure, subject to that party promptly notifying the other party in writing of (1) the reasons for the delay or failure, (2) the nature and extent of the obligations affected by Force Majeure, (3) the likely duration of the delay or failure, and (4) the actions that it has taken or proposes to take to remedy the situation, and then using all possible diligence to avoid, remove or limit the effects of the Force Majeure on its performance as quickly as possible.

9 COVID-19 compliance

- (a) You agree, in relation to physical attendance at a Venue, to:
 - (i) comply with all COVID-19 restrictions and social distancing requirements of a State, Territory or country which apply at the time and location of the Venue;
 - (ii) comply with any COVID-19 Safety Plan applicable at the Venue; and
 - (iii) maintain a reasonable standard of hygiene at the Venue and follow reasonable directions of the Venue to reduce the risk of transmission of COVID-19, including by using hand sanitiser and maintaining social distancing (if applicable).

10 Notices

- (a) You consent to RACP providing notices or correspondence to you by email or other electronic communication by completing the online registration form. All communication will be via the contact details you provide on your registration form, including email. RACP cannot be held responsible if you do not receive any communication.
- (b) If you have any questions about the Event or these Terms you can contact:

RACP Events
145 Macquarie Street Sydney
NSW 2000 Australia

E: events@racp.edu.au
T: +61 2 8247 6240

11 Chairperson terms

- (a) This clause 13 applies only to a person who agrees to act as chair of an Event ("**Chairperson**").
- (b) Each Chairperson confirms and agrees that they:
 - (i) are solely responsible for and have checked the accuracy of the information and referencing within the session allocated;
 - (ii) will assist in media activity related to the Event, including interviews, as reasonably requested by RACP; and
 - (iii) consent to allow the RACP to:
 - (A) publish personal details of the Chairperson such as name, position, title and company name on RACP websites and in promotional material;
 - (B) record and/or live stream any associated presentation and make a copy of the recording available on the RACP website; and
 - (C) publish all photographs taken prior to, at, and after the associated Event or which relate to it.

12 Award or Prize Judge terms

- (a) This clause 14 applies only to a person who agrees to act as an award or prize judge of an Event ("**Award or Prize Judge**").
- (b) Each Award or Prize Judge confirms and agrees that they:
 - (i) are solely responsible for and have checked the accuracy of the information and referencing within the award or prize session allocated;
 - (ii) follow the criteria governing the respective award or prize allocated; and
 - (iii) consent to allow the RACP to record and/or live stream any associated presentation and make a copy of the recording available on the RACP website.

13 Other

- (a) This agreement will be governed by the laws applying in New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales.
- (b) Specifying anything in this agreement after the words "including", "includes" or "for example" or similar expressions does not limit what else might be included unless there is express wording to the contrary.
- (c) A right created under this agreement may not be waived or varied, except in writing signed by the parties which specifically refers to varying this agreement.

Failure or omission by RACP at any time to enforce or require strict or timely compliance with any provision of these Terms will not affect or impair that provision in any way or RACP's rights to avail itself of the remedies it may have in respect of any breach of any such provision.