



the peak body and leading voice
for sonographers

ASA 2022 Melbourne Conference | Registration Terms and Conditions

1. All prices are inclusive of GST.

2. The prices do not cover any and all costs incurred by registrants in attending the event, which are the sole responsibility of the registrant. For the avoidance of doubt, the following will be at the registrant's cost (as applicable):

- a) travel costs including transfers to and from the airport of origin and Melbourne Airport;
- b) all accommodation expenses including in-room charges;
- c) any other ancillary costs including without limitation meals, taxes (excluding airline and airport taxes), items of a personal nature; and
- d) costs incurred in complying with any Government imposed COVID-19 restrictions or directions.

3. The Australasian Sonographers Association Ltd (ASA) reserves the right to alter the conference program, cancel, change the event components or substitute services without notice.

4. If, due to pandemic, COVID-19 or circumstances directly relating to COVID-19 or variations thereof, acts of God, war, government regulations, disaster, strikes or other events outside of ASA's control, ASA cannot hold the event in any capacity, or it cannot hold the event physically (resulting in the event being held on a virtual basis only):

- a) ASA will not be liable for any failure to perform or delay in performing its obligations under these terms and conditions.
- b) **If the event cannot be held in person** - registrants who registered to attend the event in person will be automatically transferred to the virtual conference and refunded that portion of the registration fee which exceeds the value of the equivalent registration fee (for the equivalent package) to attend the event virtually.
- c) **If the event cannot be held in any capacity** - registrants will be entitled to a full refund.

5. Whilst ASA will use its reasonable endeavours to provide sufficient notice of any cancellations, to the extent permitted at law, it will not be liable for any loss suffered by the registrant or any other party and ASA strongly recommends the purchase of insurance.

6. ASA assumes no liability howsoever caused for injury, damage, or loss suffered by the registrant other than to the minimum extent required by law. Registrants are advised to insure against such liabilities.

7. Each registrant indemnifies and shall keep indemnified ASA and its directors, officers, members, employees,

subcontractors and agents ('Representatives') from and against all loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action, liability or damages incurred or suffered, whether arising from negligence or otherwise ('Loss') arising or incurred directly or indirectly in connection with any act, omission or misconduct by the registrant or from any breach or non-performance of the obligations of the registrant under these terms and conditions, except to the extent that the Loss was caused by ASA or its Representatives.

8. ASA's aggregate liability for damages under these terms and conditions will not exceed the amount paid by the registrant under these terms and conditions.

9. Neither party will be liable to the other for any indirect or consequential expenses, losses, damages or costs incurred or awarded against the other party.

10. Registrations will not be processed, nor will workshop places be reserved until full payment in cleared funds is received. Payments may be made by credit card or electronic fund transfer (EFT).

11. In the event that there are no available places to attend the event, payment will not be processed.

12. Registrants will be liable for full payment in the event of non-attendance unless cancellation or request for transfer is made in accordance with these terms and conditions.

13. Registrants who are no longer able to attend may elect to send a substitute attendee in their place. In these instances, ASA must be advised in writing no less than five business day prior to the commencement of the event. These terms and conditions shall apply to the substitute attendee as though it was the registrant.

14. Registrations may be cancelled by the registrant by written notice to ASA no later than 21 days prior to the commencement of the event. Cancellations by the registrant received after this point will not be eligible for a refund (except in exceptional circumstances as determined by ASA in its complete discretion).

15. ASA or a third-party provider as the case may be, retains all ownership and intellectual property in the delegate handbook and other event materials ('Materials'). Registrants may not copy, reproduce, sell, photograph or publish the Materials other than as is required for the purpose of the event. In any event, registrants must not remove or modify any notices of attribution or copyright.

16. ASA reserves the right to prohibit entry of any registrant at the event, or eject any registrant from the event based on behaviour deemed inappropriate by ASA staff and/or its agents and others working under its authority.

17. Canvassing by registrants is strictly prohibited at ASA events. Promotional materials may not be distributed at the event except by event sponsors. Registrants violating this policy will be asked to leave the event.

18. ASA members who register for ASA events on or before the registration closing date will have their CPD record updated automatically. Records will be updated at the completion of the event.

Insurance

19. Registration fees do not include insurance of any kind. It is strongly recommended that all delegates take out their own travel and medical insurance prior to coming to the conference.

20. The policy should include loss of fees/deposit through cancellation of your participation in the conference, or through cancellation of the conference itself, loss of airfares for any reason, medical expenses, loss or damage to personal property, additional expenses and repatriation should travel arrangements have to be altered. Neither the ASA nor the program committee will take any responsibility for any participant failing to insure. Please speak to your travel agent or airline in regard to this matter.

Privacy and Images

21. ASA protects the privacy and security of information provided by you. We are bound by the privacy principles contained in the *Privacy Act 1988* (Cth) as amended from time to time.

22. Your personal information (including but not limited to your name and contact details) will be collected by ASA in connection with this event. This information is collected,

used and disclosed in accordance with ASA's Privacy Policy (available at <https://www.sonographers.org>). ASA may use and disclose your personal information for the purposes of planning, organising and administering the event (including to allow event sponsors to message you on the event platform during the event) and facilitating your registration and participation in the event. ASA may share your information with third parties such as event sponsors (unless you opt-out by ticking the relevant box on the registration page), partners and service providers however your information is not generally disclosed to anyone outside Australia. ASA may use and disclose your personal information for direct marketing purposes in accordance with ASA's Privacy Policy (unless you opt out by ticking the relevant box on the registration page). The ASA Privacy Policy contains information about how you may access, and request correction of your personal information held by ASA or make a complaint about the handling of your personal information and provides information about how a complaint will be dealt with by ASA. If you do not provide your personal information you will not be able to participate in the event.

23. In registering for ASA events, registrants grant permission to ASA and its Representatives to take and to have full and free use of video/photographs containing their image or likeness which may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for ASA. Registrants agree that they are not entitled to remuneration, residuals, royalties or any other payment from ASA in respect of their image or likeness or its use. Registrants release, discharge, and hold harmless, ASA and its Representatives 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. Should a registrant not agree to the above image release, they must advise ASA by emailing events@soographers.org