TERMS AND CONDITIONS OF REGISTRATION TO ATTEND THIS EVENT

1. **Application, Event:** This document is an agreement for Your right to attend the following Event ("**Event**"):

   Name of Event: Newcastle Anaesthesia Conference ("**Event**" and in this agreement, that expression includes the event as varied or postponed)

   Proposed date(s): 25th -26th June 2027

   Proposed place and venue(s): The primary venue is Noah's on the Beach Newcastle ("**Venue**" and in this agreement, that expression includes all venues, including the primary venue and any additional venues for social events or other activities).

2. **We are an agent:** Will Organise Pty Ltd (ABN 84 606 495 381) ("**We**", "**Us**" "**Our**") enters into this agreement not in Our own capacity, but as agent for and on behalf of Our client, *The Newcastle Anaesthesia Conference* (ABN 84 606 495 381) *(*"**Host**"), to the intent that:

   (a) this Agreement forms a contract between You and the Host;

   (b) all obligations, rights and remedies under this agreement that are expressed to be Ours, are obligations, rights and remedies of the Host;

   (c) performance of obligations under this agreement by Us is deemed to be performance of obligations by the Host; and

   (d) where this agreement confers a benefit, right or remedy on the Host, it is further intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy for and on behalf of the Host and also for Us.

3. **Your capacity:** You enter into this agreement in Your own personal capacity, and also for and on behalf of

   (a) any business or organisation which You represent, or which employs You; and

   (b) any guest other person(s) for whom You complete registration for the Event,

   (in each case, an "**Affiliated Person**"), and references in this agreement to "**You**" and "**Your**" includes a reference to such Affiliated Persons.

   You warrant that You:

   (c) have the express authority of any such business, organisation or Affiliated Person to enter into this agreement on its/their behalf;

   (d) have provided a copy of this agreement to Your employer and/or to each Affiliated Person; and

   (e) have the consent of each Affiliated Person to provide his/her personal information to Us and the Host and have provided a copy of Our Privacy Collection Statement to each Affiliated Person.

4. **Compliance with Venue terms, conditions and directions:** You must at all times comply with the terms and conditions of entry to any Venue connected with this Event, and with any lawful directions given by Our duly authorised personnel, and the authorised staff of the Venue.

5. **Full payment required:** Full payment, in cleared funds and in Australian dollars, of the registration fee, applicable GST, and all other monies due and payable in connection with Your

attendance at this Event must be made by credit card when You submit Your registration to attend the Event. You will be denied entry to the Event if Your attendance fee is not paid in full.

6. Non-attendance; inability to attend:

(a) If You are unable, or will, with certainty, be unable, to attend this Event for the reason that it is practically impossible or unlawful for You to travel to the Venue or, if You would be legally required to submit to quarantine or "lock-down" in either the place where the venue is located, or in Your place of residence, then You may notify Us in writing at any time up to the commencement of the Event, providing particulars of the reason(s) that You are unable to attend the Event.

(b) On receipt of a notice under clause 6(a), We, acting reasonably, will consider the circumstances set out in Your notice, and:

(i) if the Event has an option to attend by virtual/on-line means, We will amend Your registration so that it entitles You to attend the Event by such means and We will refund You the difference, if any, between the registration fee for face-to-face attendance and virtual/on-line attendance. You acknowledge and agree that, depending on the nature and timing of the circumstances referred to in paragraph (a), a partial refund may or may not be available, as there can be substantial costs in facilitating virtual/on-line attendance, and costs for Your face-to-face attendance (for example, catering costs) may already have been incurred by Us and/or the Host; or

(ii) if the Event does not have a virtual/on-line option, We will, subject to proof of purchase, refund all monies actually received from You to the date of Your notice,

(c) The *Frustrated Contracts Act 1978* (NSW) and other legislation concerning frustration of contract, do not apply to this agreement.

(d) **Important note:** Refunds referred to in this clause do not include refunds of:

(i) credit card charges

(ii) accommodation costs, as to which see clause 10.

7. Your cancellation of registration: If You wish to cancel Your registration (for reasons other than those specified in clause 6) and You notify Us in writing:

(a) before 5 pm on Friday 30th April 2027, You will receive a full refund of monies actually received, less a cancellation administration fee of AUD$150.

(b) after the date referred to in paragraph (a) but before 5 pm on Wednesday 28th May 2027, You will receive a refund of one half of monies actually received;

(c) after the date referred to in paragraph (b), You have no entitlement to a refund in any amount,

(d) All refunds payable to You under this clause 7 will be processed and paid within 30 days of Our receipt of Your cancellation notice.

(e) **Important note:** Refunds referred to in this clause do not include refunds of:

(i) credit card charges; or

(ii) accommodation costs, as to which see clause 10.

8. Cancellation or postponement of the Event by the Host:

(a) The Host reserves the right to cancel or postpone the Event at any time in its sole discretion and for any reason, including circumstances beyond its control.

(b) If the Event is cancelled, reasonable endeavours will be made to notify You by email and details of cancellation will be posted to this website, and a full refund of all monies received from You will be processed and paid within 30 days of cancellation.

(c) If the Event is postponed or moved to a different primary venue:

(i) reasonable endeavours will be made to notify You by email (in this clause a "**Variation Notice**") and details of the postponement/venue will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event;

(ii) on receipt of a Variation Notice, at Your option You may:

A. notify Us in writing that You cannot, or do not wish to, attend the Event as varied, in which case, a refund of monies actually received is Your sole entitlement, and will be processed and paid within 30 days of Your notice to Us; or

B. notify Us in writing that You wish to attend the Event at its new (postponed) date(s) and/or venue, in which case, the monies paid by You will be retained and applied to the Event as postponed or moved,

and if, within 14 days of the date of the Variation Notice, You do not notify Us in writing under paragraph A of this clause, You are deemed to have cancelled Your registration under paragraph A of this clause.

(d) **Important note:** Refunds referred to in this clause include credit card charges but do not include refunds of accommodation costs, as to which see clause 10.

9. **A refund or partial refund is Your sole entitlement on cancellation, etc:** Refunds or partial refunds as set out in clauses 6, 7 and 8 are Your sole entitlements in cases of non-attendance, cancellation of Your registration, or cancellation/postponement of the Event. Neither We nor the Host will be liable for any other losses You incur as a consequence, including but not limited to transportation, accommodation and other related costs, and loss of enjoyment.

We recommend that You consider making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds. We further recommend that You obtain insurance that will reimburse Your accommodation and transport costs in the event of cancellation or inability to attend.

10. **Other changes to the Event** – While the Host will make reasonable endeavours to stage the Event as advertised, You agree that the following may occur:

(a) changes to any (non-primary) venue or to the location of the Event or components of the Event within the primary venue;

(b) changes to programme content, its order or session times;

(c) changes to the speakers, entertainers and other presenters;

(d) changes to the social programme and the venue(s) for dinners and other social events.

If any changes occur to the Event as advertised, reasonable endeavours will be made to arrange for reasonable substitutes, subject to availability and the circumstances that made the change(s) necessary or desirable. Notice of substantial and material changes will be placed on this website. You are responsible for checking for such notifications/alerts prior to the Event. If You, acting reasonably, consider such a change to be material (and that You would not have registered to attend the Event had the change been known to You at the time of registration), You may notify Us in writing, giving reasons, and requesting cancellation of Your registration. If We, also acting reasonably, accept the reasons given, a refund of all monies actually received (including credit

card charges) is Your sole entitlement, and will be processed and paid within 30 days of Your notice to Us.

12. Upon entry: On entry to the Event, You and each Affiliated Person:

(a) must present a valid, fully-paid ticket and satisfactory/valid proof of identity;

(b) must, if requested, submit Yourself and any bag, container or other property to inspection and search;

(c) must not be in possession of any unlawful thing or substance or that is not permitted under this agreement;

(d) may be provided with an identifier, such as a wrist-band or lanyard, that must be worn and displayed on request at all times. If the identifier is lost, You must immediately notify Us; and

(e) comply with Transmissible Illness protocols, if any, as provided in clause 14.

You and Affiliated Persons will be denied entry to the Event in the event of non-compliance with the foregoing.

13. Your conduct at this Event: At all times during this Event You, and each Affiliated Person, must:

(a) conduct Yourself in a reasonable, respectful, considerate and lawful manner;

(b) be appropriately attired in a manner so as not to cause offence to a reasonable person;

(c) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;

(d) if You consume alcohol, do so reasonably and responsibly, and not so as to become intoxicated;

(e) not carry, consume or supply unlawful drugs;

(f) not bring into the venue or carry any firearm or other weapon;

(g) observe "no-smoking" signs and directions;

(h) not place the safety and health of any person(s) at the Event at risk;

(i) not cause personal injury to, or defame, any person or damage the property of any person;

(j) be respectful towards speakers and others expressing their opinions and refrain from causing a nuisance or interrupting or disrupting programme content;

(k) comply with Transmissible Illness protocols, if any, as provided in clause 14; and

(l) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host, its contractor and of the relevant venues.

We or the Host may, without liability to You, eject You and any Affiliated Person from the Event and/or refuse entry to the Event or any part of the Event if We or the Host, acting reasonably, consider these terms and conditions have been breached, or for any other reasonable cause.

14. Transmissible Illness (including COVID-19) - safety:

(a) For the purposes of this agreement, a "Transmissible Illness" is any transmissible human illness:

(i) declared by any government, government authority or the World Health Organisation as an epidemic or pandemic and includes COVID-19 and any variant or derivative of COVID-19; **and**

(ii) in respect of which lock-downs, isolation requirements, restrictions on gatherings, travel restrictions, advisories against travel or face-to-face or personal contact, or other safety measures or protocols (such as face-masks and social distancing rules) have been issued, either at the place where the Event is to be held or from where You or any Affiliated Person reside or will depart to attend the Event.

(b) At entry to and while attending the Event, You and each Affiliated Person must:

(i) comply with all applicable laws and health directives concerning Transmissible Illness;

(ii) comply with all lawful directions given by Our staff or staff of a venue operator, and with all lawful protocols and procedures notified for safety in connection with Transmissible Illness; and

(iii) report to Event staff any symptoms of Transmissible Illness and follow all reasonable directions given by Event staff. If requested to leave the venue, You (or the Affiliated Person) must comply with that request.

15. Limitation and exclusion of liability:

(a) *Our liability under certain statutes*: If You allege non-compliance with a statutory consumer guarantee applicable to goods or services supplied to You in connection with the Event, to the extent permitted by that statute, Our liability and that of the Host is limited, in the case of:

(i) goods, to the replacement of the goods or the cost of having the goods replaced or repaired; and

(ii) services, to the resupply of the services or the cost of having the services resupplied.

(b) *Other liability of the parties*: To the extent permitted by law, the liability of the parties namely, You (subject to paragraph (c), Us and the Host) for loss of any kind pursuant to any other cause of action, including but not limited to breach of contract, negligence or other breach of duty, is limited to three times (3x) the sum of the monies actually paid by You in connection with Your registration for the Event.

(c) Paragraph (b) of this clause does not limit Your liability to Us or the Host under clause 17.

16. Independent contractor suppliers – You acknowledge and agree that:

(a) all goods and services supplied to You in connection with the Event (including but not limited to transport, accommodation, the venue, food and beverage, audio-visual services, security, cleaning, programme content and entertainment) will be supplied by suppliers (each, a “Supplier”) who are all independent contractors of Us and the Host;

(b) the views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of Us or the Host. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of their presentations, marketing collateral, advertising and their actions and omissions; and

(c) no Supplier, attendee, speaker, exhibitor, or sponsor is an employee, agent or partner of Us or the Host and neither We nor the Host is vicariously, jointly or severally liable for their actions or omissions. Nothing in this agreement is intended to contract-out of proportionate liability legislation in any state or territory of Australia.

17. **Your breach may cause Us/the Host liability to third parties -** You acknowledge and agree that:

(a) Your negligence, other wrong-doing, or breach of this Agreement or of the venue's terms and conditions of entry, may cause Us or the Host to be in breach of contractual obligations (including indemnities) or other duties or obligations that We or the Host may have to the venue operator or other third parties, such as other attendees, exhibitors at, or sponsors of, the Event; and

(b) any loss or liability We incur to the venue operator or any other third party (including Our actual legal costs and disbursements in full), as a direct or indirect consequence of Your act or omission, whether or not We or the Host have assumed such liability contractually, is a reasonably foreseeable loss recoverable by Us from You,

and clause 15(b) does not limit Your liability under this clause 17.

18. **Virtual (on-line) participation in the Event –** If You register to participate in this Event, or any part of it, by virtual (on-line) means, You agree that:

(a) it is Your responsibility to ensure that You have appropriate technology, internet connectivity and speed to participate;

(b) neither We nor the Host are liable for any interruption, delay sound or picture quality problems You may experience because Your technology is inadequate or because of interruption to Your internet service or power supply, or Your internet speed, or other connectivity problems You may experience;

(c) You will comply in all respects with clause 13 of this Agreement (that can, in practice, apply to virtual attendance) and with any reasonable rules, protocols or other directions made by Us, the Host or the virtual session leader, in connection with on-line sessions, whether published or issued in writing or orally;

(d) if/when You post questions or messages to others participating by virtual means, or use "Event apps", Your personal information may be shared with those persons; and

(e) You warrant that any home/work environment from which You access the virtual component of the Event is safe and free of risk to Your health and safety.

19. **Photography and videography/filming** –

(a) You may use hand-held cameras and/or smart phones at the Event to take photographs, videos/films and sound recordings for personal, non-commercial use, provided that You are not disruptive, intrusive or in breach of intellectual property or privacy rights of any person. It is Your sole responsibility to obtain all consents, if required, from the subject(s) of such photography and videography/filming. You further agree that such photographs and videos/films may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.

(b) We or the Host may hire service providers (photo/video/streaming/audio) and invite media representatives and journalists to report on, document and/or display the Event experience. We and the Host may also use social media to post photos and videos and to display select submissions at the venue and on Our or the Host's websites.

(c) You irrevocably authorise Us and the Host to:

(i) record You (picture and voice) on photos, films, videos, and sound recordings (each, a "Recording"); and

(ii) edit, publish and incorporate the Recording into a photo, video gallery, short film, webinar, website or social media of any kind, or permit its publication in any newspaper, other publication or media,

as a record of and for the promotion of the Event and future similar events, for no monetary or other compensation to You and You acknowledge and agree that You have no right, title or interest in such Recording.

20. **Guests and other Third Parties –**If You are a guest of a registrant for the Event or other third party, You are an Affiliated Person as provided in clause 3 and it is a condition of Your admission to and continued attendance at the Event, that You agree to these terms and conditions of registration and attendance and that You comply with them. If You do not agree to these terms and conditions of registration and attendance, please notify Us and Your name will be removed from the guest list.

21. **Privacy and electronic messages** –

(a) You consent to Our collection, use and disclosure of Your personal information, including sensitive information as defined in the *Privacy Act 1998 (Cth),* as set out in Our Privacy Policy and Collection Statement. You acknowledge that You have accessed those documents by the links provided in this website.

(b) You consent to receiving commercial electronic messages from the Host, sponsors and exhibitors of the Event, to which We may disclose Your personal information, including Your contact information.

22. **Assignment (transfer) of Your registration** – You may transfer Your registration for this Event to a person (the "Transferee"), provided You notify Us in writing and provided that the Transferee agrees to be bound by these terms and conditions in such manner as We require. If a transfer of a registration is made under this clause, no refund of registration fees will be payable.

23. **Governing law** – These terms and conditions are made under and governed by the laws applicable in New South Wales, Australia, and You accept the non-exclusive jurisdiction of the courts of that place.