

## TERMS AND CONDITIONS OF REGISTRATION AND ATTENDANCE

**This Event:** *theNAC 28 - 29 June 2024*

The following terms and conditions apply to your registration for, admission to and continued attendance at, this Event. These terms and conditions of registration and attendance apply both to persons registered to attend the Event and to accompanying guests:

### Terms and conditions of registration

- 1. We enter into this contract as agent for the Host:** These terms and conditions form a contract between You and *The Newcastle Anaesthesia Conference (ABN 84 606 495 381) ("Host")*. Will Organise Pty Ltd (ABN 84 606 495 381) of 312/1 Bryant Dr, Tuggerah NSW 2259, ("We", "Us", "Our") forms this agreement as agent for and on behalf of the Host. All of Our obligations, rights and remedies under this agreement are obligations, rights and remedies of the Host. To the extent that this agreement confers a benefit, right or remedy on the Host, it is intended that We shall also have the benefit of it and the right to exercise or enforce it.
- 2. 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;
  - (b) any guest other person(s) for whom You complete registration for the Event (a "Third Party"),and You warrant that You:
  - (c) have the express authority of any such business, organisation or Third Party to enter into this agreement on its/their behalf;
  - (d) have provided a copy of this agreement to Your employer and/or to such Third Party; and
  - (e) have the consent of the Third Party to provide his/her personal information to Us and the Host.
- 3. Compliance with venue terms and conditions:** 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 its duly authorised personnel.
- 4. 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 at the time of Your registration to attend the Event, or by electronic funds transfer by the date:
  - (a) that is 14 days from the date of registration;
  - (b) on which the Event commences; or

(c) if You are seeking "early-bird" registration, by the closing date for payment set out in this website, but in any case, no later than 14 days from the date of registration, whichever is earliest. You will be denied entry to the Event if Your attendance fee is not paid in full, as provided above.

**5. Non-attendance:** Subject to clauses 6, 7 and 19, if You do not, or are unable to, attend this Event for any reason, You will not be entitled to a refund of any monies paid in connection with Your registration and neither We nor the Host will be liable for any losses You incur, including but not limited to transportation or accommodation costs.

**6. Your cancellation:** If You wish to cancel Your registration:

- (a) Within 8 weeks of the Conference, You will receive a refund less a cancellation fee of 25% of monies actually received,
- (b) Within 4 weeks of the conference, You will receive a refund of 50% of monies actually received;
- (c) Within 2 weeks of the conference, You have no entitlement to a refund of any amount.

**7. 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) Expenses for and arrangements You may make for travel and accommodation are at Your sole risk. 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 You accommodation and transport costs in the event of cancellation.
- (c) If the Event:
  - (i) is cancelled:
    - A. reasonable endeavours will be made to notify You and details of cancellation will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event; and
    - B. subject to proof of purchase, a refund of monies actually received is Your sole entitlement in the event of cancellation and neither We nor the Host will be liable for any losses You incur as a consequence of such cancellation, including but not limited to transportation or accommodation costs, and loss of enjoyment; and
  - (ii) is postponed or moved to a different venue:
    - A. reasonable endeavours will be made to notify You (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;
    - B. on receipt of a Variation Notice, at Your option You may:

- notify Us that You cannot, or do not wish to, attend the Event as varied, in which case, subject to proof of purchase, a refund of monies actually received is Your sole entitlement and neither We nor the Host will be liable for any losses You incur as a consequence of such postponement, including but not limited to transportation or accommodation costs, and loss of enjoyment; or
- notify Us 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 if, within 14 days of the date of the Variation Notice, You do not notify us in writing under paragraph A of this sub-clause, You are deemed to have registered for the Event at its new (postponed) date(s) and/or venue on these terms and conditions and the monies You have paid will be retained as payment for the Event as varied;

and

- (d) The parties agree that the sole rights and consequences of cancellation and variation are set out in this agreement. The *Frustrated Contracts Act 1978* (NSW) and other legislation concerning frustration of contract, do not apply to this agreement.

**8. Event subject to change** – While the Host will make reasonable endeavours to stage the Event as advertised, You agree that the following may occur without liability of any kind to You:

- (a) changes to the venue or the location of the Event or components of the Event within the 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.

**9. Your conduct at this Event** – At all times during this Event You must:

- (a) conduct Yourself in a reasonable, respectful, considerate and lawful manner;
- (b) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (c) if You consume alcohol, do so reasonably and responsibly, and not so as to become intoxicated;
- (d) not carry, consume or supply unlawful drugs;
- (e) observe "no-smoking" signs and directions;
- (f) not place the safety and health of any person(s) at the Event at risk;

- (g) not cause personal injury to, or defame, any person or damage the property of any person;
- (h) be respectful towards speakers and others expressing their opinions and refrain from causing a nuisance or interrupting or disrupting programme content; and
- (i) 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 from the Event and/or refuse entry to the Event or any part of the Event if We or the Host, acting reasonably, consider that You are in breach of these terms and conditions, or for any other reasonable cause.

**10. Release of liability** – You release Us and the Host from liability for any losses, costs (including legal costs and disbursements) damage or claims, including but not limited to:

- (a) personal injury of any kind, or death;
- (b) damage to, loss of or destruction of property of any kind;
- (c) damage to reputation,

except to the extent that such loss, cost, damage or claim is directly caused by Our negligence or that of the Host (but in which case, clause 11 applies).

**11. Limitation and exclusion of liability** – To the extent permitted by law:

- (a) if You claim non-compliance with a consumer guarantee applicable to goods or services supplied to You in connection with the Event, 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;

and

- (b) in all other cases, Our liability and that of the Host for any cause of action, including but not limited to breach of contract, negligence or other breach of duty, is limited to the sum of the monies actually paid by You in connection with Your registration for the Event and neither We nor the Host will be liable for loss of profit, loss or revenue, lost cost savings, loss of opportunity, loss of enjoyment or indirect or consequential loss of any kind.

**12. 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;

- (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 or jointly 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.

**13. Indemnity –**

- (a) You must indemnify and keep Us and the Host indemnified against all losses, costs and expenses (including actual legal costs and disbursements on a full indemnity basis) incurred in connection with any claim, demand, action or proceedings arising wholly or partly, directly or indirectly, from Your act or omission, and whether such claim, demand, action or proceeding is founded wholly or partly on:
  - (i) Your unlawful act or omission, negligence, breach of contract (including this agreement), or other breach of duty or any cause of action whatsoever; and/or
  - (ii) any term of a contract by which We or the Host is made liable for Your act or omission, or otherwise. You acknowledge and agree that Your actions and omissions may make Us or the Host liable to third parties, including under indemnities.
- (b) You acknowledge and agree that the indemnity in this clause 13 is not Our or the Host's exclusive remedy

**14. Your breach may cause us liability to third parties -** You acknowledge and agree that:

- (a) Your negligence or breach of this Agreement or of the venue's terms and conditions of entry may cause us 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 legal costs and disbursements on a full indemnity basis), 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.

**15. 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 internet or power interruptions, or internet speed, or other connectivity problems You may experience;
- (c) You are not entitled to a refund if You are unable to participate, or if the quality of Your participation is diminished, because of the matters referred to in paragraphs (a) and (b) of this clause;

- (d) You will comply in all respects with clause 9 of this Agreement and with any 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;
- (e) 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
- (f) 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.

#### **16. Photography and videography/filming –**

- (a) You may use hand-held cameras and/or smart phones at the Event to take photographs and videos/films for personal, non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of intellectual property or privacy rights of any person, and provided that the subject of such photography and videography/filming consents. 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) to document and 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 and sound recordings (each, a "Recording"); and
  - (ii) edit and incorporate the Recording into a photo, video gallery, short film or webinar 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.

**17. Guests and other Third Parties –** If You register a Third Party (see the definition in clause 2) for this Event, You must ensure that the Third Party complies with these terms and conditions of registration and attendance. If You are a guest of a registrant for the Event or other Third Party, 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.

#### **18. 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 sponsors and exhibitors of the Event, to which We may disclose Your personal information, including Your contact information.

**19. 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.

**20. 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.