

APPEA2021 PARTICIPANT TERMS AND CONDITIONS

Onsite registrations

These Terms and Conditions govern all registrations for the APPEA 2021 Conference and Exhibition (the Conference) to be held at the Perth Convention and Exhibition Centre (the Venue). Before proceeding with registration, the prospective attendee or delegate must carefully read these Terms and Conditions, and if unsure ask to their meaning and application, seek independent legal advice. If a person is registering on behalf of a delegate/s, it is the responsibility of that person to notify the delegate of the Terms and Conditions of registering, for which they will be agreeing to on the behalf of the delegate. Responsibility also includes providing full details of the delegate/s registration details as confirmed.

By completing the registration, and paying the registration fees, the prospective attendee or delegate agrees with these Terms and Conditions.

Registration

All registration fees must be paid in full prior to the Conference or by 5.00pm AEST Friday 11 June 2021 to guarantee and confirm registration. Once payment has been received, an email confirmation and receipt will be provided. If payment is not made at the time a registration is lodged, then registration will be deemed provisional and APPEA reserves the right to deal with such registrations in its absolute discretion.

APPEA reserves the right to levy an administration fee for any notice of cancellations by attendees or delegates received in writing. For cancellations received in writing by 5.00pm AEST Sunday 6 June 2021, a full refund (less \$95.00 to cover administration costs) will be made.

No refunds will be issued for cancellations received after 5.00pm AEST Sunday 6 June 2021. In addition, full cancellation fees will apply for social functions cancelled after 5.00pm AEST Sunday 6 June 2021. Should you be unable to attend the Conference, you may transfer your registration to another delegate or attendee at no extra charge on the condition that the conference administrators The Event Gap are notified in writing by 5.00pm AEST Wednesday 9 June 2021.

You may elect to convert your in-person registration to a virtual registration by giving notice in writing to the conference administrator. If notice is given of this election at any time up to 5.00pm AEST Sunday 6 June 2021, you will receive a refund of the difference in the registration fees paid compared to the online registration fees (less \$95.00 to cover administration costs). If notice is given after this date, no refund will be issued.

COVID-19

In the event that you are unable to attend the Conference as a direct result of a COVID-19 requirement or restriction, and appea@theeventgap.com.au is advised in writing, your in-person registration will be converted to a virtual registration by the Conference Administrator. If the COVID-19 requirement or restriction occurs after 5.00pm AEST Sunday 6 June 2021, you will not be entitled to any refund, however no administration fee will be charged.

All changes and cancellations must be made in writing (email to appea@theeventgap.com.au). No changes or cancellations will be accepted verbally.

Please note: If a registration is submitted and is unpaid, no cancellation notice is received and the delegate does not attend the Conference, this will still be considered an active registration and payment will be requested in full by the conference administrators.

Super early bird registration

Super early bird registrations close at midnight AEST on Sunday 31 January 2021. If full payment has not been received by 5.00pm AEST Friday 5 February 2021 for a super early bird registration, APPEA will charge the early bird registration fee for that delegate.

Early bird registration

Early bird registrations close at midnight AEST on Friday 23 April 2021. If full payment has not been received by 5.00pm AEST Friday 30 April 2021 for an early bird registration, APPEA will charge the standard registration fee for that delegate payment.

All registrations must be accompanied by an appropriate form of payment. All credit card payments will be accepted except for Diners. Any surcharge applied by the relevant card provider will apply to all credit card transactions. All figures are quoted in Australian dollars and include GST. A tax invoice will be included with your confirmation email.

Please note: Delegates will not be permitted access to the conference unless payment is received in full.

Behaviour

APPEA reserves the right to refuse admission to any participant.

You must not engage in offensive or inappropriate behaviour at the Conference, including but not limited to by wearing or otherwise displaying any commercial, political, religious, or offensive signage or logos.

Without prejudice to any other rights which APPEA may have, if you contravene any of these Terms or Conditions, you may:

- be refused entry to, or be removed from, the venue

- have your ticket confiscated and/or cancelled without refund or recompense
- be disqualified from purchasing tickets for or entering into other events organised or affiliated with APPEA.

APPEA reserves the right to evict any person from the Venue and the Conference if they are in contravention of any of these Terms and Conditions.

Security

For the safety of all attendees and delegates, it is a condition of entry that you submit to random searches (e.g. pat down of persons, metal detection of person or physical inspections of bags and containers) on entry and at any other time during the Conference.

If you refuse a random search on entry, APPEA reserves the right to:

- 1 Refuse you entry, without a refund; and
- 2 Within the confines of the Conference, you may be removed from the Venue without a refund.

You may be asked to check-in your bags into the cloakrooms provided onsite at the discretion of the security personnel.

Event speakers

Any views expressed by speakers remain at all times, their own personal views. Subject to applicable law, APPEA does not accept liability for any advice given, or views expressed by any speaker at any event or conference or in relation to any materials provided to delegates or attendees. Delegates or attendees should advise APPEA of any special access requirements at the time of registration.

Disclaimer

At the time of registration, APPEA has provided the most recent information available and the delegate and/or speakers accept that the content and/or the delivery of the Conference can change beyond the control of APPEA. APPEA will not take any responsibility for any errors, omissions and changes to the program or content of the Conference. APPEA reserves the right to make changes as it deems necessary without penalty and in such situations no refunds, part refunds or alternative offers shall be made.

APPEA reserves the right to update the Disclaimer and Terms and Conditions without notice to you.

APPEA cannot control all content published or disseminated at the Conference. You may find other delegates' or participants' communications, graphics, audio files or other information inappropriate, offensive, harmful, inaccurate, dishonest, or misleading and/or deceptive, however you alone are solely responsible for your interaction with other delegates and agree to act responsibly and exercise caution, common sense, and safety while in attendance at the Conference.

APPEA, its directors, employees, servants, agents, and affiliates shall not be liable for any losses, damages, liabilities, claims or expenses whatsoever arising out of or referable to the Conference.

Indemnity

Should, for any reason outside the control of APPEA, the venue or speakers change, or the Conference be cancelled, APPEA will endeavour to reschedule. In this instance, you will indemnify and hold APPEA harmless from and against any and all costs, damages and expenses. APPEA does not accept responsibility for, and the delegate indemnifies APPEA against, any costs, charges or fines incurred by the delegate in the process of attending The Conference. Agreement to these Terms and Conditions indicates acceptance of this indemnity.

Force Majeure

Except as required by law, APPEA will not be liable for any loss, damage, injury, costs, or expenses in relation to:

- a acts or omissions of an independent contractor or other party outside of APPEA's control who supplies products or services in connection with the Conference
- b events which are unforeseeable or not preventable by reasonable diligence on APPEA's part including but not limited to industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond APPEA's control
- c Unknown or unforeseen defects in any venue, vehicle, device, or material used in connection with the Conference.

Photography and videography

By registering for this event, and paying the registration fees, you irrevocably authorise and grant APPEA (and any of its authorised representatives, agents, employees, contractors) the right to:

- record you (picture and voice) on photographs, film and/or video tape, for audio and visual production (the Recording)
- edit the Recording into a photo gallery / short film / webinar (which may include other recordings and material)
- use your name and likeness, voice or other information concerning you
- use, screen or place online (including on social media),

the Recording for promotion and any other purposes worldwide and in perpetuity.

You hereby release APPEA from any infringement or violation of personal and/or property rights of any sort whatsoever based upon the use of the Recording. You acknowledge that APPEA owns and shall own all rights, title, and interest (including copyright), in the Recording. You further acknowledge that APPEA is not obliged to use the Recording.

You warrant that you have full power to enter into this Release and that the terms of this Release do not in any way conflict with any existing commitment on your part. You understand that you will receive no monies, consideration, or compensation for this Recording. While under no obligation to do so, APPEA will consider any reasonable request not to use or to stop using a particular Recording. Such requests should be made in writing to danielad@appea.com.au. Should you not wish to grant APPEA these rights, please contact APPEA at danielad@appea.com.au at least two (2) weeks prior to the Conference.

Without express prior written consent from APPEA, you are not permitted to make any audio-visual recordings of the Conference ('Unauthorised Recordings'). Should you make any Unauthorised Recordings, you agree that upon making those recordings, all copyright in the Unauthorised Recordings shall vest in and otherwise be assigned to APPEA. You further warrant that you shall not use the Unauthorised Recordings in any manner whatsoever.

Privacy policy

APPEA is concerned with the protection of your privacy. We acknowledge and abide by our obligations under the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) as amended. APPEA collects and stores your personal information for the purposes of providing registration and delegate services, education and training programs, and improving and promoting products and services, and membership status in various ways. To view full details of APPEA's privacy policy please visit our website at www.appea.com.au/privacy-policy.

Delegate list

Your contact details (including your name, position title, company and email address) will be used to compile a delegate list that will be used by: APPEA event organisers, third party event organisers; venues and accommodation provider for the purposes of room bookings (if applicable); sponsors; and parties associated with related events, before and after the Conference. Should you not wish for your details to be used for these purposes, please email appea@theeventgap.com.au at least two (2) weeks prior to the Conference.

If you have any questions or concerns about your privacy in relation to the Conference, please contact: appea@theeventgap.com.au.

Accommodation

Accommodation bookings should be made at the time of registration to ensure you obtain accommodation at the property of your choice. Bookings must be made on the applicable section of the online registration form. Delegates will be responsible for payment of their accommodation and all costs incurred during their stay upon check out at the hotel. Some hotels may charge a one-night deposit to your credit card prior to the Conference. This amount will be deducted from the credit card provided directly by the hotel.

Disclaimer: It is your responsibility to review the accommodation provider, the facilities, and the conditions in which the booking is offered. APPEA does not accept any liability for any loss or damage that you might suffer due to unsatisfactory accommodation arrangements made by you. Please take care when assessing and booking accommodation arrangements.

Accommodation cancellations and amendments

No cancellation fee for accommodation will be charged if you advise an amendment or cancellation in writing to the conference administrator, The Event Gap, to appea@theeventgap.com.au before 5:00pm AEST Friday 30 April 2021. No refunds will be provided for cancellations or reduced room nights after Saturday 1 May 2021.

The credit card provided at the time of booking will automatically be charged by the nominated hotel, for any cancellation fees incurred. No new bookings or accommodation changes can be made over the phone. All bookings/changes must be made in writing to appea@theeventgap.com.au.

After Monday 3 May 2021, accommodation should be booked or amended directly through the hotels. Please note, after Monday 3 May 2021, the conference administrators are not responsible for advising hotels of changed circumstances, even if they are advised of a cancellation/change of registration details. Hotels will directly debit delegates' credit card details for cancellations and no shows (if not advised prior). Please ensure you are aware of the conference registration cancellation policies as outlined above.