

## ATTENDEE TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 **Parties:** These Terms are between Morgan T Nelson Pty Limited ACN 625 300 478, its successors and assignees (referred to as “we” and “us”) and you, the person, organisation or entity completing a registration booking form for the Event (referred to as “you”).
- 1.2 The Event is organised and managed by us. All applications to register for the Event are made subject to these Terms & Conditions.
- 1.3 You agree that these Terms form the agreement under which we will organise and manage the Event that you will attend. Please read these Terms carefully. Please contact us if you have any questions. Applying to register for the Event indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms.

### 2. BOOKINGS AND ACCEPTANCE

- 2.1 You accept these Terms by:
- (a) completing a registration booking form;
  - (b) confirming by email or verbally that you accept the Terms;
  - (c) making part or full payment for the Event;
  - (d) attending the Event.
- 2.2 Completion of a registration booking form for the Event is subject to availability and you making full payment (if applicable).
- 2.3 Confirmation of your booking will be sent to you by email within two (2) working days of our receipt of your completed registration booking form and us receiving payment in cleared funds (if applicable).
- 2.4 Tickets issued for use at the Event are valid for named attendees only and, subject to clause 4.2 below, cannot be transferred. You may be asked for photographic ID during the Event. If you are unable to provide identification which matches your ticket you may be asked to leave the Event.
- 2.5 You must be at least 18 years of age to register and attend the Event, unless otherwise agreed between Parties.

- 2.6 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.

### 3. FEES AND PAYMENT (IF APPLICABLE)

- 3.1 Our Fees for attending the Event are set out on the relevant registration booking form. Fees may be subject to change from time to time.
- 3.2 You agree to pay us the amounts set out on the relevant registration booking form. All amounts are stated in Australian dollars. All amounts include Australian GST (where applicable). Payment may be made by way of credit card or other payment methods as set out on the relevant registration booking form in order to complete the registration booking form.
- 3.3 Credit card fees apply for payments made via credit card.

### 4. CHANGES TO THE EVENT AND CANCELLATIONS

- 4.1 It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing and/or location of the Event or the advertised speakers. We reserve the right to do this at any time. Where we alter the time and/or location of the Event, we will provide you with notice of the same and will offer you the choice of either a credit for a future event of your choice (up to the value of sums paid by you in respect of the Event) or the opportunity to attend the Event as varied.
- 4.2 If you are unable to attend the Event, we welcome substitute attendees to attend in your place at no extra cost provided that we have at least 2 days prior notice of the name of your proposed substitute. Please notify us of any substitutions by email at [admin@morgantnelson.com](mailto:admin@morgantnelson.com).
- 4.3 If you are unable to attend the Event due to government restrictions, but the event is still proceeding, you will have the following options (providing proof of location is supplied):

- (a) Convert your in-person registration to a virtual registration (if applicable);
  - (b) a credit for a future event of your choice (up to the value of sums paid by you in respect of the Event); or
  - (c) full refund.
- 4.4 To the extent permitted by law and notwithstanding clause 4.3, we do not offer refunds of any other kind.
- 5. COVID-19 REGULATIONS**
- 5.1 In accordance with Queensland Government regulations, as of the 17th December 2021, we may also be required to collect contact information, proof of vaccination or evidence of medical contraindication from all staff, guests, patrons and attendees when entering our venue by using the Check In Qld app. You may be required to be vaccinated and show proof of vaccination to gain entry to our venue/s.
- 5.2 You will not be permitted to attend the Event if:
- (a) you are unwell;
  - (b) have been diagnosed with COVID-19 or asked to quarantine;
  - (c) have had contact with a person with COVID-19 in the last 14 days;
  - (d) have been tested for COVID-19 and are waiting to receive the results (except for tests due to surveillance testing obligations);
  - (e) have COVID-19 symptoms of fever (37.5 degrees or more), cough, shortness of breath, sore throat, loss of smell or taste, runny nose, diarrhea, nausea, vomiting or fatigue.
- 5.3 You must adhere to all government mandates in place at the time of the event. This includes, but is not limited to, the wearing of masks.
- 6. CONTENT**
- 6.1 All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including but not limited to any audio or audio-visual recording of the Event) (**Content**) are owned by us or are included with the permission of the owner of the rights.
- 6.2 No:
- (a) photography, filming or recording; or
  - (b) republication, broadcast or other dissemination of the Content is permitted.
- 6.3 You must not distribute, reproduce, modify, store, transfer or in any other way use any of the Content and in particular (but without limitation) you must not:
- (a) upload any Content into any shared system;
  - (b) include any Content in a database;
  - (c) include any Content in a website or on any intranet;
  - (d) transmit, re-circulate or otherwise make available any Content to anyone else;
  - (e) make any commercial use of the Content whatsoever; or
  - (f) use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.
- 6.4 The Content does not necessarily reflect our views or opinions.
- 6.5 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an "as is" basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.
- 6.6 To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time.

## 7. YOUR OBLIGATIONS AND WARRANTIES

### 7.1 You warrant that:

- (a) there are no legal restrictions preventing you from agreeing to these Terms;
- (b) you will cooperate with us, and provide us with information that is reasonably necessary as requested from time to time, in a timely manner;
- (c) the information you provide to us is true, correct and complete;
- (d) you acknowledge and accept that we can follow up with you if you attend an Event and have indicated your interest in a Speaker's Product offerings;
- (e) you acknowledge and accept that we may handover to a Speaker your details (for example where you require additional information that we are unable to provide to you, before finalising your decision to apply for the Speaker's Product/s). The Speaker will be responsible for closing the deal with you, but should have you complete the purchase through our sales processes to correctly allocate commissions in this regard.
- (f) you will not employ, canvass, solicit, entice, induce or attempt to employ our Speakers, employees or contractors.

## 8. LIABILITY

- 8.1 To the extent permitted by law, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with any booking (or requested booking) made by you or otherwise in relation to an Event, shall be limited to the Fees paid by you in respect of your booking to attend the Event.
- 8.2 To the extent permitted by law, we shall not be liable to you for
- (a) any loss of profit, loss of or damage to data, loss of anticipated savings or

interest, loss of or damage to reputation or goodwill or;

- (b) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

8.3 You agree to indemnify us, our staff and our affiliates (including our Speakers) and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you during or otherwise in relation to an Event.

8.4 Service Standard: We will organize and manage the Event with due care and skill, and the Event will be fit for the purpose that we advertise.

8.5 ACL: Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).

8.6 Statutory Rights: Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for the Event governed solely by the ACL and these Terms.

## 9. FEEDBACK AND DISPUTE RESOLUTION

9.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Event, please contact us.

9.2 If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:

- (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting.

- (b) If the Parties cannot agree how to resolve the dispute at that initial meeting, any Party may refer the matter to a mediator. If the Parties

cannot agree on who the mediator should be, the complainant will ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

9.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

## 10. GENERAL

10.1 **Delay:** Where the provision of services depends on your information or response, we have no liability for a failure to perform our obligations, where it is affected by your delay in response or supply of incomplete or incorrect information.

10.2 **Referrals:** We may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third party advice or provision of services, and we disclaim all responsibility and liability for the third party advice or provision of services, or their failure to advise or provide services.

10.3 **Availability:** To the extent permitted by law, we exclude liability for:

- (a) the Event being unavailable;
- (b) altering the advertised content, timing and/or location of the Event or the advertised speakers; and
- (c) any Claims for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access the Event or any changes made to the Event, even if we were expressly advised of the likelihood of such loss or damage.

10.4 **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of

any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

10.5 **GST:** If and when applicable, GST payable on the Fee for the Event will be set out. You agree to pay the GST amount at the same time as you pay the Fee.

10.6 **Relationship of Parties:** These Terms are not intended to create a relationship between the Parties of partnership, joint venture, or employer-employee.

10.7 **Assignment:** These Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).

10.8 **Severance:** If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

10.9 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control, including any restrictions caused by a global pandemic.

10.10 **Jurisdiction & Applicable Law:** These terms are governed by the laws of Queensland and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland.

10.11 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between the Parties and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

## 11. ATTENDANCE

- 11.1 Your attendance at the Event is, at all times, at our sole discretion. We reserve the right to refuse entry to you to the Event, or to request that you leave the Event, without notice for any reason whatsoever. If this occurs, then a refund of the Fee will be facilitated in some circumstances (at our sole discretion).
- 11.2 You must at all times comply with:
- (a) these Terms;
  - (b) any terms and conditions imposed by the Venue; and
  - (c) any reasonable direction given to you by us, the Venue host, or any of their employees, agents or contractors, and we reserves the right to immediately terminate the registration of any attendee that we reasonably believe is not complying, or has not complied, with the above Terms.

## 12. PRODUCTS

- 12.1 We will facilitate access for you to purchase Products before, during and after the Event.
- 12.2 Once the Products have been purchased by you, it is the Speaker's responsibility to make contact with you and facilitate the process and attendances in respect of the Product/s.
- 12.3 It is the Speaker's responsibility to attend to any questions, issues or queries you may have after purchase.
- 12.4 Should the Speaker fail, refuse and/or neglect to attend to the relevant question, issue or query and any damages extend from same, then we are not responsible for such omissions and are released from such liability.
- 12.5 To the extent permitted by law, we will not offer refunds of any kind for any Products purchased before, during or after the Event.

## 13. CONFIDENTIAL INFORMATION

- 13.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than where necessary, to third parties, or as required by law); to use all reasonable endeavours to protect your Confidential Information from any unauthorised disclosure; and only to use

your Confidential Information for the purpose for which it was disclosed by you, and not for any other purpose.

- 13.2 You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect our Confidential Information from any unauthorised disclosure; and only to use our Confidential Information for the purpose for which it was disclosed or provided by us to you, to provide better quality services to you and not for any other purpose.
- 13.3 These obligations do not apply to Confidential Information that:
- (a) is authorised to be disclosed;
  - (b) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms;
  - (c) is received from a third party, except where there has been a breach of confidence; or
  - (d) must be disclosed by law or by a regulatory authority including under subpoena.

- 13.4 This clause will survive the termination of these Terms.

## 14. PRIVACY

- 14.1 We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 14.2 You acknowledge and agree that, in respect of your attendance at the Event:
- (a) you may be photographed, filmed or recorded;
  - (b) We can use and disclose your name and image in any material, including promotional material (**Material**) in connection with the Event or future events, without any remuneration to you; and
  - (c) We can use and disclose your personal information for any other purpose in connection with the Event.

## 15. DEFINITIONS

- 15.1 **Claim/Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute, whether indirect, incidental, special, consequential and/or incidental, and whether involving a third party or a Party to the Terms or otherwise.
- 15.2 **Confidential Information** includes confidential information about you, your credit card or payment details, and the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, technology, and other information of either Party whether or not such information is reduced to a tangible form or marked in writing as "confidential".
- 15.3 **Event** means the event set out in the registration booking form.
- 15.4 **Fees** means as set out in the registration booking form (if any).
- 15.5 **Product/s** means any products and/or services available from any Speaker at our Events.
- 15.6 **Speaker** means any speaker at our Events.
- 15.7 **Venue** means the venue in which the Event is hosted.

By signing this, I acknowledge that I have read and understand the terms and conditions of this contract.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_