

ATTENDEE TERMS AND CONDITIONS

These Attendee Terms and Conditions (**Terms**) apply to your purchase of event tickets from ARBS Exhibitions Limited (ABN 93 087 135 555) (**we, us, our**).

1. Ticket Registration

- (a) You may register for an event as set out on the website. You may register on your own behalf or on another attendee's behalf if you have their consent to the registration and you have made them aware of these Terms.
- (b) It is your responsibility to check the registration details, including selected ticket and ticket type, quantity of tickets, venue, time and pricing, before you submit your registration through the website.
- (c) When you register and pay on the website and your payment has been validated, you will receive your ticket(s) in e-ticket form by email to the email address provided at the time of registration.
- (d) We are only responsible for the inclusions set out on the event page of the website.

2. Price and Payment

- (a) You must pay the purchase price of each ticket you register for at the time you register for your ticket(s). All amounts are stated in Australian dollars and Australian GST will be set out separately (where applicable).
- (b) All ticket transactions are processed and facilitated through our third-party ticketing partner, eMatter Technologies Pty Ltd T/A Lüp (ABN 27 093 085 977) (**Lüp**). Your ticket purchase may be subject to Lüp's terms and conditions. You will be charged any processor fees in addition to the ticket price, which will be set out at point of sale.

3. Disclaimers

- (a) Any comments or opinions shared by a speaker, exhibitor, or an event sponsor are their own and do not represent our views or beliefs. Unless specifically mentioned, we neither endorse nor confirm their statements, including any recommendations or promotions they might offer.
- (b) We cannot vouch for the accuracy of the information given by speakers, exhibitors, or sponsors during the event. If you choose to rely on their words, we won't be held responsible for any consequences arising from such reliance.
- (c) We are not liable for the acts or omissions of Lüp, including any payment processing or ticket issuing errors caused by Lüp.

4. Changes and refunds

Changes to programmes

- (a) We reserve the right to change event programmes or speakers at any time. Every effort will be made to ensure programmes or speakers are of an equivalent standard.

Errors on website

- (b) We reserve the right to cancel a ticket registration, at any time before an event, if the ticket registration was subject to an error on the website (for example, in relation to an event description or price). If an error occurs, we will contact you using the details you provided when you registered and we will endeavour to give you the option of purchasing the ticket at the correct price (if any) or provide you with a refund.

Ticketing mistake

- (c) If you request us to reprocess your ticket(s) due to an error on your behalf, we may charge you any additional fees incurred in reprocessing your registration (including chargeback fees or other fees incurred by our payment provider).

5. Cancellation by you

- (a) You may purchase tickets to attend awards dinners. You may also purchase tickets to attend seminars, which include adjunct events such as site tours, breakfast, lunch and dinner events (**Seminars**). We understand that circumstances change, and we aim to be as flexible and fair as possible with awards dinner and Seminar bookings.

- (b) However, we may need to retain a portion or the whole of the ticketing price due to your late notice cancellation, which you acknowledge and agree is a genuine pre-estimate of our loss.

Awards Dinner

- (c) If you need to cancel your ticket for an awards dinner, please contact us as soon as possible by sending a request to seminars@arbs.com.au.
- (d) We offer a **full refund**, less any fees charged by Lüp, if you request to cancel your ticket **no less than 60 days** before the date of the awards dinner.
- (e) We offer a **50% refund**, less any fees charged by Lüp, if you request to cancel your ticket **between 30 and 59 days** before the date of the awards dinner.
- (f) We offer **no refunds** if you request to cancel your ticket **less than 30 days** before the date of the awards dinner.
- (g) **Medical Certificate:** Notwithstanding the above refund conditions, we will provide a full refund, less any fees charged by Lüp, if you are unable to attend the awards dinner due to illness or medical reasons. To receive the refund, you must provide us with a valid medical certificate within 7 days following the date of the awards dinner. The medical certificate must confirm your inability to attend the awards dinner on the relevant date.
- (h) You acknowledge and agree that where we retain any of your payments for the ticket price due to your cancellation, we do so as a genuine pre-estimate of our loss.

Seminars

- (i) If you need to cancel your ticket for a Seminar, please contact us as soon as possible by sending a request to seminars@arbs.com.au. You must include the ticket registrant's name, the seminar title, and your booking confirmation number.
- (j) We offer a **full refund**, less any fees charged by Lüp, if you request to cancel your ticket **no less than 21 days** before the date of the seminar.
- (k) We offer a **50% refund**, less any fees charged by Lüp, if you request to cancel your ticket **between 7 and 20 days** before the date of the Seminar.
- (l) We offer **no refunds** if you request to cancel your ticket **less than 7 days** before the date of the Seminar.
- (m) **Medical Certificate:** Notwithstanding the above refund conditions, we will provide a full refund, less any fees charged by Lüp, if you are unable to attend the Seminar due to illness or medical reasons. To receive the refund, you must provide us with a valid medical certificate within 7 days following the date of the Seminar. The medical certificate must confirm your inability to attend the seminar on the relevant date.
- (n) You acknowledge and agree that where we retain any of your payments for the ticket price due to your cancellation, we do so as a genuine pre-estimate of our loss.

6. Cancellation by us

- (a) If the awards dinner or Seminar you have purchased tickets for cannot go ahead or we are required to reduce the number of persons that can attend the awards dinner or Seminar due to public health restrictions, we will contact you and provide you with an option to receive a refund or to transfer your ticket to another awards dinner or Seminar.
- (b) If we need to cancel the event, meaning that we cannot offer an alternative date for the awards dinner or Seminar, you will receive a full refund of any paid tickets for the cancelled event.
- (c) You may request a refund or exchange, from us, where the event or the awards dinner or Seminar you registered for is cancelled, rescheduled or significantly relocated by us (and where you do not wish to attend the rescheduled or relocated event, awards dinner or Seminar).

- (d) Unless required by law (including the Australian Consumer Law), we will not be liable for, or cover the costs, of any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, awards dinner, or Seminar, including any travel and accommodation expenses. You must cover these yourself. We recommend you carefully consider the refund and cancellation policies of any travel, transport or accommodation you book in anticipation of attending an event you have registered for on the website.

7. Australian Consumer Law

- (a) 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 our provision of our services which cannot be excluded, restricted or modified.
- (b) Nothing in these Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under ACL.

8. Behaviour

- (a) By registering for an event, you agree:
 - (1) to comply with these Terms and our reasonable requests and requirements;
 - (2) to comply with the venue rules where the event is hosted;
 - (3) if applicable, to inform us of your dietary requirements on the website when registering for the event. If you do not to provide us with your dietary requirements, we will assume you have no dietary requirements;
 - (4) not to bring children under 15 years of age to the event (except for babies, as long as they are strapped into a pram);
 - (5) you will be considerate and respectful to all event attendees and at related social events;
 - (6) not to bring your own alcohol or any non-prescription drugs into the venue, and not to be under the influence of non-prescription drugs;
 - (7) where alcohol is provided at the event or an awards dinner, you will not consume excessive amounts of alcohol;
 - (8) we do not tolerate harassment, bullying or any other unacceptable behaviour;
 - (9) to hold all necessary insurances for your attendance of the event, including travel insurance; and
 - (10) to not do anything that may put us, our business, our brand, or the event into disrepute.

Badge Identification

- (b) We will provide all attendees with an official ARBS-issued badge. Badges are proof of registration and are required for access to exhibition areas, Seminars, and functions.
- (c) You agree to wear (and, if applicable, will procure that your personnel wear) the official ARBS-issued badge visibly, at all times. Our personnel and venue security may ask to verify your badge at any time.
- (d) If you lose or misplace your badge, replacement badges will be issued at the registration desk upon presentation of a valid ID, and we may charge you a replacement fee.
- (e) You agree not to share, alter, or falsify a badge.

Removal from the event

- (f) You agree that we reserve the right to remove you from the event if we or the venue consider that your behaviour constitutes a breach of this clause or a breach of any other provision of these Terms. No refund will be due to you as a result of any unused portion of your ticket.

9. Resale of Tickets

- (a) You agree not to offer tickets sold by us for resale or to use tickets for advertising, promotional or other commercial purposes, including trade promotions or competitions.
- (b) If you sell a ticket or it is used in breach of these Terms, we may cancel the validity of the ticket without refund to you, and the ticketholder may be refused admission to the relevant event.
- (c) The resale of tickets in certain circumstances may attract criminal penalties under the relevant legislation.

10. Privacy

- (a) We collect personal information about you in order to enable you to access and use the website, to process your registration and provide your ticket(s), to contact and communicate with you, to register your attendance at our events, to coordinate with third party service providers, to respond to your enquiries, and for other purposes set out in our [Privacy Policy](#).
- (b) We may disclose that information to our third-party service providers who help us deliver our services (including Lüp, our information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators, event caterers and our business partners), or as required by law. If you do not provide this information, we may not be able to provide our services to you. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.
- (c) We may also prepare a list of attendees. We respect your privacy and do not share this list or your details with any companies outside our official service providers. If you attend a Seminar, this list may be shared with the Seminar presenter for a certificate of attendance. If you elect to make your details and attendance public on the app, this may be viewed by other attendees and exhibitors/vendors/sponsors.
- (d) Our Privacy Policy contains further information about: (i) how we store and use your personal information; (ii) how you can access and seek correction of your personal information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process.
- (e) By providing personal information to us, you acknowledge we will collect, hold, use and disclose your personal information in accordance with our Privacy Policy.

11. Media

Filming and Photographing Events

- (a) When attending our events, we might take pictures or videos, and you might be in them, as per our [Media Policy](#). Unless you tell us otherwise:
 - (2) you consent to us taking pictures or videos of you (and will procure that your personnel, if applicable, consent to us taking pictures or videos of them);
 - (3) we can use these images or videos for promotional reasons, including on our social media or website, third party websites or blogs, print or digital media, publications, posters or presentations; and
 - (4) you won't be paid for this use.
- (b) As between you and us, we own the copyright and related rights in any of the pictures and videos we take of the event, including pictures and videos of you, and you do not have the right to inspect or approve the finished product that may be used.
- (c) If you don't want to be in the photos or videos, you must promptly let us know in writing. If you want any of the official photos taken, you can request them from us.

Your Photographs

- (d) If you provide us with photographs of yourself at an event, including via email or by tagging us on social media, you consent to us publishing such photographs and details (including but not limited to your name, location and date) for our marketing purposes including but not limited to on our website, in our social media, on our content sites and to supply to publishers covering the event.

12. Intellectual Property

- (a) You acknowledge and agree that all intellectual property in our materials including our logo, trademark and any information or documents we make available vest, or remain vested, in us.
- (b) We authorise you to use our materials solely for your personal use. You must not exploit our materials for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access our materials on your personal device, and you may not use our materials for any commercial purpose.
- (c) You acknowledge and agree that any intellectual property or content used at an event by an exhibitor, speaker or vendor/sponsor is owned or licensed by the relevant exhibitor, speaker or vendor/sponsor (**Exhibitor's Materials**).
- (d) You must not, without our, or the relevant exhibitor, speaker or vendor/sponsor's, prior written consent:
 - (1) copy, in whole or in part, any of our materials or an Exhibitor's Materials; or
 - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our materials or an Exhibitor's Materials to any third party.
- (e) This clause will survive termination or expiry of these Terms.

13. Limitation of Liability

- (a) Despite anything to the contrary, to the maximum extent permitted by law, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.:
 - (1) our maximum aggregate liability arising from or in connection with the Terms (including the event and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the price paid by you to us for the ticket the subject of the relevant claim, or where no price was paid, \$100; and
 - (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data.
- (b) Despite anything to the contrary, to the maximum extent permitted by law, we will have no liability, and you release and discharge us from all liability, arising from or in connection with any:
 - (1) loss of, or damage to, any ticket, or any injury or loss to any person as a result of attending or not attending an event;
 - (2) any third parties or any services or events provided by third parties, including hotels, partners, venues or other subcontractors which the provision of the events may be contingent on, or impacted by;
 - (3) the website or an event being unavailable; or
 - (4) breach of the Terms or any law,where caused or contributed to by any:
 - (1) event or circumstance beyond our reasonable control; or
 - (2) act or omission of you or your related parties,and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the event you purchase a ticket for.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, you are liable for and agree to indemnify, hold harmless, release and discharge, us in respect of any liability which we may suffer, incur or are otherwise liable for as a result of, or in connection with any loss or damage to any person or property at an event that arises as a result of any negligent acts or omissions of you or people you have purchased a ticket for or where you (or a person you purchase a ticket for) refuse to follow our reasonable directions (including with regards to safety procedures).

14. **General**

- (a) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (b) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).
- (c) **Governing Law:** These Terms are governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

For notices, please contact us at the relevant details provided above. For any questions, please contact us at:

ARBS Exhibitions Limited (ABN 93 087 135 555)

Email: arbs@arbs.com.au

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