

Terms and Conditions of Registration and Attendance

Event: ANZCN Sydney Conference

Notaries – Vital for International Commerce

The following terms and conditions apply to Your registration for, admission to, and continued attendance at the Event, and to any of your accompanying guests:

1. **Your Contract for Attendance at the Event**

These terms and conditions form an agreement (“Agreement”) between You and the Australian and New Zealand College of Notaries – ABN 32 125 857 347 (“We”, “Us”, “Our”) (the “ANZCN”).

2. **Your Capacity**

You enter into this Agreement in Your own personal capacity and also for and on behalf of any other person(s) for whom You complete registration for the Event (each of whom is a “Relevant Person”). You warrant that You:

- 2.1. have the express authority of all Relevant Persons to enter into this Agreement on their behalf;
- 2.2. have provided a copy of this Agreement to all Relevant Persons; and
- 2.3. have the consent of each Relevant Person to provide his/her personal information to Us.

3. **Compliance with Venue Terms and Conditions**

You must at all times comply with the terms and conditions of entry to each venue connected with the Event, and with any lawful directions given by the venue’s authorised personnel.

4. **Full Payment Required**

Full payment, in cleared funds and in Australian dollars, of the registration fee and applicable GST must be made by credit card when You register for the Event.

5. **Your Cancellation of Your Registration**

You may cancel Your conference registration by notifying Us by email (president@anzcn.org). You will only be entitled to a refund or partial refund as set out below:

- 5.1. if You cannot attend because it is unlawful to do so (e.g. due to public health orders): If You are unable, or will, with certainty, be unable, to attend the Event for the reason that it is unlawful for You to travel to the venue or would be legally required to submit to quarantine or lock-down, You may notify Us by email at any time before commencement of the Event, and provide particulars of the reason You cannot attend.
- 5.2. Your cancellation for other reasons: If You wish to cancel Your attendance at the Event for any reasons other than those noted in paragraph 5.1, You may notify Us by email in which case:
 - 5.2.1. Cancellations made 21 days or more before the Event date will receive a 50% refund;
 - 5.2.2. Cancellations made within 15 – 20 days before the Event date will receive a 25% refund.
 - 5.2.3. Cancellations made within 14 days before the Event will not receive a refund.

6. **Your Travel and Accommodation Expenses**

Expenses for and arrangements You may make for travel and accommodation are at Your sole risk and, to the extent permitted by law, We are not liable to You for those expenses in any circumstances. 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 (if available) that will reimburse You accommodation and transport costs in the event of cancellation.

7. Event Subject to Change

While We will make reasonable endeavours to stage the Event as advertised, You agree that the following may occur without liability of any kind by Us to You:

- 7.1. changes to the Event dates, the venue or the location of the Event or components of the Event within the venue;
- 7.2. changes to program content, its order or presentation times;
- 7.3. changes to the speakers and other presenters; and
- 7.4. changes to the social program and the venue(s) for dinners and other related events.

8. Your Conduct at the Event

You must at all times during the Event:

- 8.1. conduct Yourself in a reasonable, respectful and considerate manner;
- 8.2. consume alcohol reasonably and responsibly;
- 8.3. not cause personal injury to, or defame any person or damage the property of any person;
- 8.4. promptly comply with Our reasonable and lawful directions of Our authorised representative(s), Our contractors and of the relevant venues; and
- 8.5. ensure that each Relevant Person complies with the foregoing.

9. Release of Liability

You release Us from liability for any losses, costs (including legal costs and disbursements) damage or claims, including but not limited to:

- 9.1. death or personal injury of any kind sustained by You or any Relevant Person;
- 9.2. damage to, loss of or destruction of Your and any Relevant Person's property of any kind;
- 9.3. damage to Your reputation or that of any Relevant Person, except to the extent that such loss, cost, damage or claim is directly caused by Our negligence (but in which case, clause 10 applies).

10. Limitation and Exclusion of Liability

To the full extent permitted by law:

- 10.1. in the case of any claim that You and/or a Relevant Person may have in respect of goods or services supplied in connection with the Event, which claim is pursuant to a statutory right that cannot be excluded, Our liability is limited, in the case of:
 - 10.1.1. goods, to the replacement of the goods or the cost of having the goods replaced or repaired; and
 - 10.1.2. services, to the resupply of the services or the cost of having the services resupplied;
- 10.2. Our liability to You and any Relevant Person for any other cause of action, including but not limited to breach of contract, negligence or other breach of duty:
 - 10.2.1. for travel and accommodation expenses, loss of enjoyment, loss of profit, loss or revenue, lost cost savings, loss of opportunity, loss of enjoyment or indirect or consequential loss of any kind, is excluded in full; and
 - 10.2.2. for any other loss, is limited in aggregate to the sum of the monies actually paid by You in connection with Your registration for the Event; and

10.3. the express rights set out in this Agreement are Your sole rights of cancellation and Your sole entitlements to a refund or partial refund.

11. Independent Contractor Suppliers

You acknowledge and agree that:

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

11.2. no Supplier, attendee, speaker or sponsor is an employee, agent or partner of Us, and We are not vicariously or jointly liable for their action, omissions or utterances; and

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

12. Indemnity by You

12.1. You must indemnify and keep Us 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:

12.1.1. 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

12.1.2. any term of a contract by which We are made liable for Your act or omission, or otherwise. You acknowledge and agree that Your actions and omissions may make Us liable to third parties, including under indemnities.

12.2. The indemnity in this clause applies except to the extent that such claim, loss, cost, or expense is directly caused by Our negligence, but in which case, clause 10 applies.

12.3. You acknowledge and agree that the indemnity in this clause is not Our exclusive remedy.

13. Your Breach may Cause Us to have Liability to Third Parties

You acknowledge and agree that:

13.1. 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 may have to the venue operator or other third parties, such as other attendees or sponsors of the Event; and

13.2. any loss or liability We incur to the venue operator or any other third party, as a direct or indirect consequence of Your act or omission, whether or not We have assumed such liability contractually, is a reasonably foreseeable loss recoverable by Us from You.

14. Photography and Videography/Filming

14.1. You may use handheld cameras and/or smart phones at the Event to take photographs and videos/films for personal and/or non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of intellectual property or privacy rights and also 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.

14.2. We may hire service providers (photo/video/streaming/audio) to document and display the Event experience. We may also use social media to post photos and videos and to display select presentations and other events at the venue and on Our websites.

14.3. You irrevocably authorise Us to:

14.3.1. record You (picture and voice) on photos, films and sound recordings (each, a “Recording”); and

14.3.2. 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 and for promotion of the ANZCN, for no monetary or other compensation to You, and You acknowledge and agree that You have no right, title or interest in such Recording.

15. **Relevant Persons**

If You register a Relevant Person (or for and on behalf of a Relevant Person - see the definition in clause 2) for the Event, You must ensure that each Relevant Person complies with these terms and conditions of registration and attendance. If You are a guest of a registrant for the Event or other Relevant Persons, 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 attendance list.

16. **Privacy**

16.1. You consent to Our collection, use and disclosure of Your personal information, including sensitive information as defined in the *Privacy Act 1998* (Cth).

16.2. You also consent to Our use of Your personal information to let You know of future events or services that We consider You may be interested to attend.

16.3. Subject to paragraph 16.4, You consent to Our publication of a delegate list and Relevant Person List, and to disclosure of Your personal information, including "sensitive" personal information such as contact details to:

16.3.1. Suppliers, to the extent We consider it necessary or desirable to enable them to provide appropriate goods or services to You (such as dietary or accessibility requirements); and

16.3.2. Sponsors participating in the Event.

16.4. You may withhold consent for disclosure of Your personal information (but not in respect of Recordings) to sponsors and exhibitors during the registration process or by notifying us (at president@anzcn.org).

17. **Assignment (Transfer) of Your Registration**

You may transfer Your registration for the Event to a person (the “Transferee”), provided You notify Us and 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.

18. **COVID-19 Safety**

18.1. You must not attend any in-person component of the Event if:

- 18.1.1. You have been diagnosed as having COVID-19, are feeling unwell with symptoms that may indicate infection with COVID-19 (such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue);
 - 18.1.2. in the 14-day period before the Event, You have been in contact with any person that has tested positive to COVID-19 or has displayed symptoms that may indicate infection with COVID-19 (such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue); or
 - 18.1.3. You have travelled, in the 14-day period before the Event, You have travelled to Australia from overseas, to the place of the venue from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID-19.
- 18.2. At entry to and while attending the Event, You must:
- 18.2.1. comply with all applicable laws and health directives concerning COVID-19;
 - 18.2.2. comply with and submit to any reasonable contact tracing protocols and procedures for COVID-19 safety and, if requested, You must submit to temperature testing; and
 - 18.2.3. if You experience any symptoms that may indicate infection with COVID-19 (such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue), You must immediately report this to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, You must comply with that request.

19. **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 and tribunals of that state.