

### **1.) AGREEMENT TO TERMS, CONDITIONS AND RULES.**

The Delegate, in submitting a registration form to Australasian Talent Conference Pty Ltd ("ATC") for attendance at the conference, agrees to observe and abide by the Terms and Conditions set forth below and by such additional Terms, Conditions and Rules made by Australasian Talent Conference Pty Ltd ("ATC") on notice to the Delegate from time to time for the efficient or safe operation of the Conference.

The personal information which you provide to us will be held by us on a database. Upon submitting your registration, you agree that ATC may share this information with selected third parties for direct marketing purposes.

The Delegate also consent to ATC using images of the Delegate taken during the event for advertising and promotional purposes in any medium ATC chooses. The Delegate grants ATC perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes. Please contact ATC if you have any concerns.

### **2.) FEE AND PAYMENT**

The fee payable by Delegate under this Agreement is the amount stipulated on the registration form and is due and payable on the date of submission of such registration form with ATC.

### **3.) CANCELLATION POLICY**

If the Delegate notifies ATC that it no longer wishes to attend the Conference:-

(A) the Delegate will be entitled to a full refund less a cancellation fee of AU\$200.00 provided such notice of cancellation is provided to ATC on or before 21st April 2019;

(B) Delegate who provides notice of cancellation to ATC after 21st April 2019 but before 13th June 2019 is entitled to either:

(i) substitute the Delegate's registration with another team member or colleague; or

(ii) have the registration already paid, less a AU\$200 administration fee, credited towards a future ATC event within the same financial year, dollar for dollar. Any invoice due must be paid.

(C) Delegate who fails to provide notice of cancellation to ATC after 13th June 2019 or is a no-show at the conference forfeits all delegate fees paid to ATC and shall remain liable for any unpaid delegate fees.

(D) All Cancellation Policy conditions apply regardless of when a Delegate's ticket was purchased.

### **4.) LIMITATION OF LIABILITY AND INDEMNITY.**

(A) Neither ATC nor any of its officers, agents, employees or other representatives shall be held liable for and are hereby released from, liability for any damage, loss, harm or injury to the person or property of the Delegate, resulting from any cause whatsoever.

(B) The Delegate shall indemnify, defend and protect ATC and hold and save ATC harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of or are connected with any acts, or omissions of the Delegate

(C) In no event shall ATC be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. In any event, and in no way limiting the operation of this clause 4, the Delegate agrees that the liability of ATC for damages, regardless of the form of action, shall be limited to the registration fee paid under by the Delegate pursuant to this Agreement.

### **5.) INABILITY TO HOLD AND CHANGES TO CONFERENCE**

(A) If, because of war, fire, strike, exhibit facility construction or renovation project, logistical problems, government regulation, public catastrophe, terrorist attack, act of God or the public enemy, protest or public nuisance, industrial action or other cause beyond the control of ATC, the Conference or any part thereof is prevented from being held or the Conference Building or Exhibit Space or any part thereof becomes unavailable, ATC shall have no liability to the Delegate, save and except that the Delegate shall be entitled to a refund of the fee paid, less a proportionate deduction for any unrecoverable costs and expenses incurred by ATC.

(B) In the event that the Conference is relocated or rescheduled to a date other than the advertised date, at which the Delegate is unable to attend, the Delegate shall be entitled to transfer their registration to an alternative delegate or shall receive a credit in the sum of the registration fee for use at any other ATC run event.

(C) In the event that the Conference is cancelled by ATC due to lack of prospective attendees, the Delegate's fee will be refunded without deduction.

**6.) JURISDICTION.**

Each of ATC and the Delegate hereby consents to the jurisdiction of Victoria having jurisdiction over this event for all purposes in connection with this Agreement and further consents that any process or notice of motion in connection therewith may be served by certified or registered mail or personal service, provided a reasonable time for appearance is allowed.

**7.) GOVERNING LAW; AMENDMENTS.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Victoria. This Agreement may not be amended or modified except by a written communication by ATC.

**8.) SEVERABILITY; WAIVER:**

If any part of this Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable. Any ATC decision, selection of any course of action, or exercise of any right or remedy is at its sole option and discretion and does not waive or prejudice ATC as to any other choice. ATC's failure at anytime to require Delegate's strict compliance with an any part of this Agreement shall not thereafter waive or reduce ATC's right to require strict compliance with the same or any other provision of the Agreement.