

### TICKETING TERMS & CONDITIONS (all prices in AUD)

#### TALENT DAY OUT (MELBOURNE & SYDNEY)

- Tickets are available to Internal Talent/HR Leaders and Senior Team Members only;
- Agency, Independent Consultants, RPO, Vendors or Others should contact [jo@atcevents.com.au](mailto:jo@atcevents.com.au) if they are interested in attending;
- Standard priced ticket, no other promotions apply;
- Ticket Limit is 100 pax per event, therefore there is a limit of 5 pax per company, per event;
- Due to reasons outside of our control, should the event need to be rescheduled, your ticket will transfer to the new date or towards a future event. See additional Cancellation clauses below.

### GENERAL TERMS & CONDITIONS

#### AGREEMENT TO TERMS, CONDITIONS AND RULES

The Delegate, in submitting a registration form to Australasian Talent Conference Pty Ltd (“ATC”) for attendance at an Event, 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 event.

#### DELEGATE IN-PERSON TICKET

By submitting a registration form to ATC for attending an in-person event, the Delegate confirms and agrees that they have read, observed and abided to the COVID guidelines as per the [Australian Government Department of Health](#) at the time of the event registration.

As of Friday, 22nd October 2021 and until further notice, all registered Delegates must hold and present an official COVID vaccination certificate to gain entry to the event. Please note that any Delegate who cannot present a valid vaccination certificate on the day of the event will be unable to enter and will forfeit their ticket and all associated costs and shall remain liable for any unpaid Delegate fees.

Each Delegate ticket includes full access for 1x individual to the event and may not be shared.

#### FEE, PAYMENT AND DISCOUNT

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

If a Delegate has not paid prior to the event, the Delegate agrees to pay via Credit Card before being admitted to the event. If a Delegate has registered to attend and is absent, they are still liable for all ticket fees.

Registrations made within 7 days of the event must be paid via credit card unless prior arrangements have been made directly with ATC.

Promotional discounts, if applicable, can only be applied at the time of registration. Only 1 discount code can be applied per registration.

## **REGISTRATION CANCELLATION POLICY**

If the Delegate notifies ATC that they no longer wish to attend the event and/or has been directly affected by COVID such as:

(A) Experiencing any COVID-19 like symptoms, however mild (symptoms include fever, chills or sweats, cough, sore throat, shortness of breath, runny nose, and loss of sense of smell or taste). If so, please get tested immediately.

(B) In the last 14 days prior to the event been tested positive to COVID, been in close contact with; any person diagnosed with or has had COVID like symptoms (A close contact is someone who has been face-to-face for at least 15 minutes or has been in the same closed space for at least 2 hours.)

(C) In the last 14 days travelled from overseas or from a COVID hotspot

(D) State boarder closure

The delegate is then able to:-

(A) Name transfer: substitute the Delegate's registration with another team member or colleague.

(B) Event transfer: have the registration funds already paid, less an AU\$100 administration fee\*, credited towards a future ATC event scheduled within 12 months of the existing event. This applies to both pre-paid registrations as well as invoiced registrations that are not yet paid in full.

ATC must be advised of any name change or event transfer 14 days prior\* to the event start date.

Delegates who fail to provide notice of name or event transfer to ATC 14 days prior\* to the event start date or who are a no-show at the event forfeits all Delegate fees paid to ATC and shall remain liable for any unpaid Delegate fees.

All name and event transfer requests must be made in writing to [registrations@atcevents.com.au](mailto:registrations@atcevents.com.au) by the above-mentioned deadline.

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

All event tickets purchased are non-refundable.

ATC has the right to cancel a Delegate's registration if the Delegate is not a member of the HR or Talent Professional Community or related roles and professions that have explicit permission to attend.

Conditions and dates marked with an asterisk (\*) may not apply if your inability to attend an event is caused directly by a COVID related reason. This will be determined on a case-by-case basis.

## **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, illness, 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, 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.

#### **INABILITY TO HOLD AND CHANGES TO THE EVENT**

(A) If, because of war, pandemic, public health concern, fire, strike, exhibit facility construction or renovation project, logistical problems, border closures, 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 event or any part thereof is prevented from being held or the Event Building or Exhibit Space or any part thereof becomes unavailable, ATC reserve the right to cancel the event and offer a credit transfer to the next event within 12 months.

If ATC fails to run an event within the next 12 months from the date of the cancelled event, 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. ATC will hold no liability to the Delegate for any cancellation or amendment of their hotel, car, or travel arrangements.

(B) If the event 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 within 12 months from the date of the existing event.

(C) ATC aims to ensure all event details, agenda and speaker line-up are correct at the time of publishing and reserve the right to make changes to the event agenda and speaker line-up without prior notice.

#### **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.

#### **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.

#### **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 any time 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.

#### **PRIVACY POLICY**

The personal information which you provide to ATC during the registration process will be held by us on a database. Upon submitting your registration, you agree to receive communications from ATC, including marketing information, e-newsletters, and the latest offerings from third parties and our partners. You can customise which emails you receive by opting out of specific categories subsequently. ATC's full privacy policy can be viewed [here](#).

The Delegate also consents 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.