# **Terms and Conditions Registration**

Please read these Terms and Conditions carefully as they apply to your participation at the 2024 English Australia Conference and other related EAC events such social and networking events.

By attending, speaking, exhibiting or sponsoring at EAC 2024 or an EAC related event, you agree to be bound by the Terms and Conditions set out below, which form a legally binding agreement between you and English Australia.

As a condition of attendance, in-person attendees must agree to adhere to all Covid-safe measures put in place by EAC 2024, the venue, federal or state guidelines and acknowledge that these procedures may be changed at any time in accordance with the latest health advice from the Australian Government.

English Australia and Think Business Events (Conference Organiser) reserve the right to publish changes to these Terms and Conditions at any time without prior notice.

# **1. DEFINITIONS**

## 1.1. General

1.1.1. The term 'EAC', or the 'Conference' means the 'English Australia Conference' of <u>English Australia</u> (ABN 86 003 959 037).

1.1.2. 'English Australia' refers to the owner of the English Australia Conference.

1.1.3. The term 'Conference Organiser' or the 'Conference Office' refers to <u>Think Business Events Pty</u> <u>Ltd</u> (ABN 66 121 965 428) and representatives of Think Business Events ('TBE') is contracted by English Australia to manage EAC 2024 logistics, including registration, accommodation and sponsorship/exhibition bookings, and is the appointed data custodian for all personal data collected by English Australia or Think Business Events for the purposes of promoting EAC related events.

1.1.4. The term 'Intellectual Property Rights' includes all copyright and industrial and intellectual property rights of whatever nature, including without limitation all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered designs, confidential information and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

## 1.2. Registration

1.2.1. The terms 'Participant', 'Attendee', 'Delegate' or 'Registrant' refer to any person who registers and/or attends or is invited to attend the Conference including but not limited to Speakers, Sponsors, Exhibitors, Vendors, Media Representatives and Contractors.

1.2.2. The term 'In-person Delegate' refers to any delegate who physically attends the Conference in Perth.

## 1.3. Speakers, program and Call for Proposals

1.3.1. The term 'Speaker' or 'Presenter' refers to any presenter or co-presenter, café session facilitator, session chair, panellist or co-panellist, session moderator, session discussant, session facilitator or moderator who is participating at an EAC session, whether in person or virtually.

1.3.2. The term 'Primary Contact' or 'Submitter', in the context of the program or Call for Proposals, refers to the person who submits a new proposal.

## 1.4. Sponsorship and exhibition

1.4.1. The term 'Sponsor' includes any person, firm, company or corporation and its employees and agents identified in the booking form or other written request for a sponsorship item.

1.4.2. The term 'Exhibitor' includes any person, firm, company or corporation and its employees and agents identified on the application form or other written request for exhibition space.

# 2. Registration Terms and Conditions

All Attendees of EAC 2024 (including all Delegates, Speakers, Exhibitors, Sponsors or Vendors) must be aware of, and agree to, the EAC Registration Terms and Conditions.

#### **2.1. PAYMENT OF REGISTRATION**

2.1.1. The payment of an individual registration is by credit card at the time of registration.

2.1.2. A registration is considered complete when full payment is received by the Conference Organiser.

2.1.3. The Australian goods and services tax (GST) at 10% is applicable to all goods and services offered by the Conference. All registration fees listed include GST.

2.1.4. An invoice will be issued for group registrations and payment accepted either by credit card or by direct deposit.

2.1.5 Conditions of shared group registrations are as follows:

• One attendee per shared pass is permitted to attend one session only at any given time.

• Entry to sessions will not be permitted without a shared pass.

• Failure to return a shared pass to the registration desk after a session will incur a \$25.00 (inclusive of GST) replacement fee, payable by the next pass holder upon collection

• Loss of a shared pass will incur a \$25.00 (inclusive of GST) replacement fee.

#### **2.2. DISCOUNTED REGISTRATION FEES**

2.2.1. **Early Bird:** To qualify for early bird registration, registration fees must be paid in full by 1 August 2024. If registration fees have not been received by 1 August 2024 your registration will revert to the standard Conference registration fee. Registration fees are based on date of payment receipt, not the date of receipt of registration form.

2.2.2. **Member Rates:** To qualify for member rates, you must be a member of English Australia. Your membership status will be verified upon registration. Please contact English Australia directly for further details at <u>https://www.englishaustralia.com.au/about-us/contact-us</u>

2.2.3. **Day/Half Day Registration:** Delegates can only purchase ONE/HALF day registration. If more than one day registration is required, then a FULL registration must be purchased.

2.2.4. **Student Registration:** The Student Rate applies to those who are a student at the time of registration or have a student card valid in 2024. Students are those enrolled in an undergraduate course at University. A valid document, i.e., student card or letters issued by the school/university/institution must accompany the student registration, and be presented on the day if requested.

2.2.5. **Speaker Registration:** The Speaker Rate applies to those who are a confirmed speaker at EAC 2024. Your speaker status will be verified upon registration.

#### **2.3. LATE REGISTRATION**

2.3.1. The Conference Organiser cannot guarantee the availability of social function/s ticket/s such as the Welcome Reception and/or Conference Dinner or any other inclusive function, to Delegates who register late as there is a risk that social functions may be fully exhausted. These tickets will be forfeited and the Conference registration fees will not be discounted.

#### **2.4. TRANSFER OF REGISTRATION**

2.4.1. All fully paid registrations are transferable to other persons from the same organisation.

2.4.2. Transfer requests must be made by the registered person in writing to Think Business Events at <u>eac@thinkbusinessevents.com.au</u>. Details must include the full name of the replacement person, their title, contact phone number and email address. All other registration details will be carried over to the new person unless otherwise specified.

2.4.3. Transfer of registrations to another person will include the registration, all associated social event tickets (including additional purchases).

2.4.4. Should the new Delegate not require an item previously booked by the original Delegate, the cancellation and refund policy for the item cancelled will apply.

2.4.5. Registrations are individual and cannot be shared.

#### 2.5. NON-ATTENDANCE/NO-SHOWS

2.5.1. No refund will be made for non-attendance at the Conference, pre-Conference sessions (e.g. workshops, masterclasses) or social functions.

2.5.2. No refund will be made for unused registrations in a group registration package.

#### 2.6. CANCELLATION OF THE REGISTRATION BY THE DELEGATE

2.6.1. All cancellations must be made in writing to the Conference Organiser at <u>eac@thinkbusinessevents.com.au</u>.

2.6.2. **Full Conference or one-day-only cancellations:** If you have registered for the Conference as a full or a day Delegate:

- a) You are entitled to a refund if the cancellation is received on or before 14 August 2024. However, you will incur a \$150 administrative fee.
- b) You are not entitled to a refund of the registration fees if the cancellation is received after 14 August 2024.

2.6.3. **Part cancellation:** If you would like to cancel part of your registration package (e.g. Additional social event tickets):

- a) You are entitled to be refunded the fee that is applicable to the cancelled part of the package, if the cancellation is received on or before 14 August 2024. However, you will incur a \$25 administration fee.
- b) You are not entitled to any refund of the registration fee if the cancellation is received after 14 August 2024.

2.6.4. **Final date to claim a refund:** To claim applicable refunds for cancellations or alterations, please email <u>eac@thinkbusinessevents.com.au</u> on or before 14 August 2024. No refunds (in part or in full) will be accepted after this date, but you may choose to transfer your registration to another person within your organisation if permitted under these Terms and Conditions.

2.6.5. **Processing time for refunds:** Refunds (less applicable administrative fees) will be processed no later than 30 days after the conclusion of the Conference.

2.6.6. If your application for a visa to enter Australia is unsuccessful, the above cancellation terms apply.

# 2.7. CHANGE OF THE IN-PERSON CONFERENCE TO A VIRTUAL-ONLY CONFERENCE BY ENGLISH AUSTRALIA OR THE CONFERENCE ORGANISER

2.7.1. In the event the in-person Conference cannot go ahead due government restrictions on travel or gatherings, the Conference will be delivered fully online via a virtual platform.

2.7.2. A fully virtual Conference means the Conference will not be broadcast from Perth and all Delegates, Speakers, Sponsors and Exhibitors will be attending the Conferences virtually.

2.7.3. All in-person registrations will be converted to virtual registrations.

2.7.4. In the above scenario, any difference in the fees for an in-person registration and a virtual-only registration will be refunded.

2.7.5. **Processing time for partial refunds**: Refunds will be processed after the Conference. The Delegate accepts that the processing time for the refund may be delayed if many registrations need to be processed.

# 2.8. CANCELLATION, POSTPONEMENT OR CHANGE OF REGISTRATION OF THE CONFERENCE BY ENGLISH AUSTRALIA OR THE CONFERENCE ORGANISER

2.8.1. It may be necessary for reasons beyond the control of English Australia or the Conference Organiser to alter the times, dates, itineraries or Speakers of the Conference by notice to you at any time.

2.8.2. In the event of cancellation or postponement of the Conference, or if the registration is converted from an in-person registration to a virtual-only registration, the maximum liability of English Australia or Think Business Events is limited to a refund of the Conference registration fee with no additional liability for travel costs, hotel costs, or any other costs or expenses whatsoever.

2.8.3. In the event of cancellation or postponement of the Conference, or if the registration is converted from an in-person registration to a virtual-only registration, due to circumstances beyond English Australia or Think Business Events' reasonable control including but not limited to acts of

terrorism, war, acts of God, natural disaster or global health crises (including any government restrictions on travel or gatherings), English Australia or Think Business Events cannot be held responsible for any cost, damage or expense which may be incurred by Registrants as a consequence of such cancellation, postpone or change.

2.8.4. In the event of postponement of the Conference, if the Registrant is willing to attend the rescheduled event, we will transfer the registration and guarantee the same conditions and registration entitlements at the rescheduled event.

# **3. PRIVACY STATEMENT**

EAC 2024 is required to comply with the requirements of the Privacy Act 1988 (Cth) (Australia). EAC 2024 reserves the right to modify or amend this privacy and copyright statement at any time, provided that those modifications or amendments comply with applicable laws.

#### **3.1. USE OF PERSONAL INFORMATION**

3.1.1. The Conference will collect and store information you provide in this Registration Form for the purposes of enabling us to:

- register your attendance at the Conference;
- assist with administrative and planning purposes;
- plan and develop the Conference and other events in the future;
- facilitate your requirements in relation to the Conference; and
- allow the compilation and analysis of statistics relevant to the Conference.

3.1.2. The information that you provide in the Registration Form and information provided at any other time during the Conference, including without limitation any feedback obtained during the Conference, will be used by the Conference to offer, provide, and continue to improve future events and other services.

## **3.2. VIRTUAL PLATFORM / CONFERENCE APP**

3.2.1. All registered Delegates' name, position, organisation, and email address will be uploaded to the virtual platform and/or app.

3.2.2. Delegates will receive their Conference login details direct from the virtual platform and/or app. Delegates are responsible for the setup of their own Delegate profile on the virtual platform for interaction with other Delegates, sponsors and exhibitors

3.2.3. Delegates are also responsible for any technical requirements to enable you to use the link to the virtual platform provided by the Conference and to participate in the Conference via the virtual platform and/or app.

3.2.5. Registered Delegates will be able to set their privacy preferences when they log into the virtual platform and/or app.

#### **3.3. DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES**

3.3.1. The Conference may disclose some of the information that is collected in the Registration Form such as your name, position and organisation to Conference sponsors and exhibitors. The Conference will not otherwise, without your consent, use or disclose your personal information for any purpose unless it would reasonably be expected that such purpose is related to the offer, provision and improvement of the Conference or where such purpose is permitted or required by law.

3.3.2. Delegates may give consent for disclosure of their contact details to sponsors or exhibitors during the registration process or by notifying the Conference Office in writing by 14 August 2024.

## **3.4. INTELLECTUAL PROPERTY USE**

3.4.1. By registering for this Conference, all Delegates grant permission to Conference, the hosts and its agents, to take photographs and video footage at the Conference and/or screen shots of the virtual platform to reproduce and to distribute on social media, promotional materials and other association publications, whether in print, electronic or other media, including the Conference website. By participating in the Conference, you permit the association to use, reproduce and distribute photographs/screen shots taken of you for such purposes and waive your legal rights to pursue any cause of action against EAC 2024 related to such photographs. If you have any concerns regarding the use of photographs/screen shots taken of you during the Conference, please see the registration desk during the Conference or contact the Conference Office eac@thinkbusinessevents.com.au before 14 August 2024.

3.4.2. It is understood these images may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for EAC 2024. Delegates agree that they are not entitled to remuneration, residuals, royalties, or any other payment from EAC 2024 in respect of their image/likeness or its use. Delegates release, discharge, and hold harmless, EAC 2024 and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of any anything contained in the photographs or video. Should a Delegates not agree to the above image release, they must advise the Conference Office.

#### **3.5. INSURANCE**

3.5.1. Registration fees do not include insurance of any kind. It is strongly recommended that Delegates take out insurance at the time of registration to include any eventuality including but not limited to loss of fees through cancellation of Delegate's participation in the Conference or through cancellation of the Conference, loss of airfares through cancellation for any reason including airline or related services, strikes, loss or damages to personal property, force majeure or any other reason.

#### **3.6. LIABILITY**

Delegates attend the Conference at their own risk.

3.6.1. Delegates agree not to hold EAC 2024, or the Conference Organiser liable for any losses, damages, expenses, costs, claims or liabilities suffered or incurred by Delegates including consequential or indirect losses or loss of profit through registering for the Conference, attending the Conference (whether in-person or virtually), cancellation or postponement of the Conference, failure of the Conference to achieve your expectations, or for any error or omission by EAC 2024 or the Conference Organiser.

3.6.2. Delegates agree not to hold EAC 2024 or the Conference Organiser liable or responsible for any personal injury (i.e. physical, psychological or emotional stress) or any loss or damage to personal property.

3.6.3. Conference proposals and other Speaker materials express the views of the relevant Speaker(s) or author(s) alone. They do not necessarily represent the views of members of EAC 2024 or its committees. Conference materials should not be construed as a legal opinion or professional advice. EAC 2024 cannot accept liability for advice given, or views expressed, by any Speaker at the Conference or in any material provided to the Delegates.