

# SPEAKER TERMS & CONDITIONS

February 2022

These Terms & Conditions together with any commercial terms (together referred to as Agreement) apply to you (Speaker, you, and your) when you are engaged to provide a presentation at an Australian Centre for Geomechanics (ACG) event. By registering as a Speaker and submitting Materials, you acknowledge that the Terms & Conditions have been read, understood, and accepted. For the purposes of these Terms & Conditions, Materials refers to any material submitted to the ACG including abstract, draft paper, final paper, PowerPoint presentations, and other materials. The Speaker acknowledges and agrees that these Terms & Conditions apply whether the ACG event is delivered in-person, online, or in-person and online.

## 1 Agreement formation

- 1.1 This Agreement applies to you if you:
  - 1.1.1 Have registered as a Speaker for an ACG event; and
  - 1.1.2 Have submitted Material to the ACG for presentation.

## 2 Exclusivity and term

- 2.1 This Agreement commences on the date that the ACG receives your payment as a Speaker up until the completion of the event, unless stated otherwise.

## 3 Registration

- 3.1 Registration for an event will be made through the event's website or via the ACG.
- 3.2 Speaker fees are as stated on the event's website or on the registration form. The fees are in Australian dollars and are inclusive of GST, if applicable, but do not include bank fees of any kind that may arise.
- 3.3 To be eligible to register as a Speaker at student rate, you must provide evidence of full-time enrolment at a tertiary institution to the ACG at the time of registration.
- 3.4 Speakers will receive confirmation of registration and event information from the ACG via email or via the event Attendee Portal which is available on the event's website.
- 3.5 If the Speaker wishes to transfer their Speaker registration to someone else, they may do so at no additional cost.

## 4 Editorial process for conference papers

- 4.1 The ACG Publications team will undertake a full editorial process which is considered to commence upon receipt of your abstract.

## 5 Presentations

- 5.1 Speakers must submit a PowerPoint presentation to [publications-acg@uwa.edu.au](mailto:publications-acg@uwa.edu.au). If file size is too large for an email, please use a transfer site such as WeTransfer and notify the ACG of such.

5.2 Speakers must submit a signed permission agreement. By signing this, Speakers guarantee to the ACG they have sought all required permissions to make their presentation available for viewing.

## **6 On demand presentations for online or hybrid conferences**

6.1 Upon the conclusion of the event, presentations for which permission were given may be made available on demand via the online platform for a period of time.

## **7 Personal information**

7.1 The ACG will use personal information in accordance with the UWA Privacy Policy ([web.uwa.edu.au/privacy](http://web.uwa.edu.au/privacy)). The ACG supports the privacy principles contained in the Privacy Act 1988 (Cth).

7.2 The ACG's primary use for personal information will be for documenting attendance at the event and for future marketing. Event attendees will only be contacted for future marketing if they have granted the ACG with permission to do so at the time of registration.

7.3 For Speakers based in the European Union and the United Kingdom, the ACG will use personal information in accordance with the General Data Protection Regulations (GDPR).

## **8 Photography and video**

8.1 The ACG may take photography and/or video during the event and may use either for promotional purposes. This may include recording of online events.

8.2 You are not permitted to take video of, or record, an event.

## **9 Changes to event**

9.1 The ACG reserves the right to make changes to an event. This includes, but is not limited to, changes to the format, dates, timing, and content of the event schedule and/or presentation and Speakers.

## **10 Cancellation of registration**

10.1 The Speaker may request cancellation of their registration in writing to the ACG. In the event that the Speaker cancels, a refund will then be issued in accordance with the following:

10.1.1 Cancellation up to 8 days before event = full refund minus AUD150 (+GST) administrative fee

10.1.2 Cancellation 7 days or less before event = No refund

10.1.3 Non-attendance = No refund

10.2 If the Speaker registers and subsequently withdraws their conference paper, an editorial fee of AUD440 (GST inclusive) will be withheld by the ACG. The Speaker is entitled to attend the event but will need to pay the difference between a Speaker registration and general attendee registration.

## **11 Cancellation of event by ACG**

11.1 The ACG reserves the right to cancel the event at any time and for any reason and accordingly be released from their obligation to the Speaker in accordance with these Terms & Conditions.

11.2 In the event of cancellation by the ACG, a full refund of fees paid will be given. The ACG will not be entitled to any further fees from the ACG or have any claim against the ACG in respect of cancellation of an event.

## **12 Limitation of liability**

- 12.1 The information contained in the presentations is for general educational and informative purposes only. Except to the extent required by law, the ACG makes no representations or warranties express or implied as to the accuracy, reliability, or completeness of the information stored therein.
- 12.2 To the extent permitted by law, the ACG will not be held liable for any loss or damage (including direct, indirect, special, or consequential) arising out of or in connection with an event. This includes:
- 12.2.1 The Speaker's reliance on anything contained in, or omitted from, the event (including, but not limited to, visual and audio presentations by other Speakers and sponsors).
  - 12.2.2 The Speaker's inability to access an event and any associated services for any reason.
  - 12.2.3 The failure of an event and any associated services for any reason.
- 12.3 The Speaker acknowledges that the information provided in the event is to assist the Speaker with undertaking their own enquiries and analyses and that the Speaker should seek independent professional advice before acting in reliance on the information contained therein. Whilst all care has been taken in presenting this information herein, no liability is accepted for errors or omissions. The views expressed in the presentations are those of the individual Speakers and may not necessarily reflect those of the ACG.
- 12.4 To the extent permitted by law, the ACG will not be held liable for failure to perform under these Terms & Conditions to the extent such performance is affected by a force majeure event. A force majeure event is defined as any of the following, whether or not foreseeable or anticipated: Acts of God, terrorism, war, civil unrest, strike or labour dispute, breakdown, labour or material shortage, blockade or embargo, supplier failure, epidemic or pandemic (including COVID-19), government restriction or recommendation, legal requirement, extreme weather, earthquake, drought, fire, flood, explosion, natural disaster, and/or any other event, cause or circumstance that is beyond the ACG's reasonable control.

## **13 Miscellaneous**

- 13.1 These Terms & Conditions are governed by the laws of Western Australia, Australia. The Speaker submits to the exclusive jurisdiction of the courts in Western Australia to determine any matter or dispute which arises under these Terms & Conditions.
- 13.2 If any provision of these Terms & Conditions is deemed invalid or unenforceable, all or part of that provision will be severed from this document and will not affect the enforceability of the remaining provisions of the Terms & Conditions.

## **14 Changes to Terms & Conditions**

- 14.1 These Terms & Conditions are subject to change by the ACG at any time.

## **15 Contact**

- 15.1 For further information, please do not hesitate to contact the ACG at [events-acg@uwa.edu.au](mailto:events-acg@uwa.edu.au) or on +61 8 6488 3300.