

# ATTENDEE TERMS & CONDITIONS

June 2023

These Terms & Conditions together with any commercial terms (together referred to as Agreement) apply to you (Attendee, you, and your) when you register to attend an Australian Centre for Geomechanics (ACG) event. By registering as an attendee, you acknowledge that the Terms & Conditions have been read, understood, and accepted. The Attendee 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 and paid to attend an ACG event; or
  - 1.1.2 Have been invited by the ACG to attend an ACG event.

## 2 Exclusivity and term

- 2.1 This Agreement commences on the date that the ACG receives your registration as an Attendee 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 Attendee 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 an Attendee 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 Attendees 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 Attendee wishes to transfer their registration to someone else, they may do so at no additional cost.

## 4 Personal Information

- 4.1 All personal information is stored in Australia.
- 4.2 All personal information is used by the ACG in accordance with the UWA Privacy Policy (<https://www.web.uwa.edu.au/privacy>).
- 4.3 All personal information will be used in accordance with the laws of the host city and/or country if an event is held outside of Perth, Western Australia, together with the UWA Privacy Policy.
- 4.4 For Attendees located in the European Union and the United Kingdom, personal information will be used in accordance with the General Data Protection Regulations (GDPR).
- 4.5 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.

## **5 Photography and video**

- 5.1 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.
- 5.2 If you do not wish to have your photo taken, please advise a member of the ACG.
- 5.3 You are not permitted to take video of, or record, an event.

## **6 Changes to event**

- 6.1 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 presentations.

## **7 Cancellation of registration**

- 7.1 The Attendee may request cancellation of their registration in writing to the ACG. In the event that the Attendee cancels, a refund will then be issued in accordance with the following:
  - 7.1.1 Cancellation up to 8 days before event = full refund minus AUD150 (+GST) administrative fee
  - 7.1.2 Cancellation 7 days or less before event = No refund
  - 7.1.3 Non-attendance = No refund

## **8 Cancellation of event by ACG**

- 8.1 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 Attendee in accordance with these Terms & Conditions. In the event of cancellation by the ACG, a full refund will be given.
- 8.2 In the event of cancellation by the ACG, a full refund of fees paid will be given. The Attendee 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.

## **9 Limitation of liability**

- 9.1 The information contained in the presentations are 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.
- 9.2 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:
  - 9.2.1 The Attendee's reliance on anything contained in, or omitted from, the event (including, but not limited to, visual and audio presentations by speakers and sponsors).
  - 9.2.2 The Attendee's inability to access an event and any associated services for any reason.
  - 9.2.3 The failure of an event and any associated services for any reason.
- 9.3 The Attendee acknowledges that the information provided in the event is to assist the Attendee with undertaking their own enquiries and analyses and that the Attendee 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 speaker and may not necessarily

reflect those of the ACG.

- 9.4 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.

## **10 Miscellaneous**

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

## **11 Changes to Terms & Conditions**

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

## **12 Contact**

- 12.1 For further information, please do not hesitate to contact the ACG at

Email: [events-acg@uwa.edu.au](mailto:events-acg@uwa.edu.au)

Telephone: +61 8 6488 3300