

## TERMS AND CONDITIONS OF PURCHASE, EVENT REGISTRATION, ENTRY AND ATTENDANCE

Event registration, entry and attendance and the purchase of Purchase Items (if applicable) are subject to the below terms and with our Privacy Statement (together, **Terms**) and use of this website is subject to our website Terms Of Use.

By registering and attending the **Event** and making purchases of Purchase Items you acknowledge you have read and agree to these **Terms** (which may be updated periodically). If you register or make a purchase online before the **Event** you agree to check these **Terms** immediately before attending to make sure you have a current understanding of them. If you do not agree to these **Terms** you must not make a purchase and/or attend the **Event**.

### 1. Definitions

1.1 In these Terms: '**we**', '**us**' and '**our**' mean Exhibitions and Trade Fairs Pty Ltd of Unit 5, 21 South Street, Rydalmere, Sydney, 2116, NSW, ABN 72 101 130 527 and '**you**' and '**your**' refer to persons who register and/or attend the Event.

In addition: **Consumer Laws** mean the Australian Consumer Law under the Competition and Consumer Act 2010; **Event** means the Austmine 2021 event held between 25 and 27 May 2021 at the **Venue** agreed between you and us and includes an exhibition component and/or a conference and/or workshop component; '**Purchase Item**' means the conference pass, catering or other package or other item purchased by you in connection with the Event; '**Event App**' means a digital communication tool and Event information platform for the Event; '**Industry**' means the mining industry including the mining equipment, technology and services sectors; '**Loss**' includes any liability, cost, claim, damage, loss or expense to persons or property; '**Management**' means the Venue owner and/or manager and '**Venue**' means Perth Convention & Exhibition Centre, 21 Mounts Bay Road, Perth, Western Australia, Australia.

### 2. Eligibility to Register and Attend

2.1 This Event is open to professional and business people who: (a) are 18 years and older; (b) are engaged in the Industry; (c) complete the registration process; and (d) provide requested contact or other information.

2.2 A valid visa to enter Australia may be required if you are based overseas and you should contact the Australian Embassy in your country for further information. We do not generally issue invitations for overseas persons wishing to attend but the "confirmation" you receive after successfully registering may assist with your visa application. We may (at our sole discretion) occasionally issue an invitation to conference delegates who have paid for all Purchase Items in full.

### 3. Cancellations, Variations Transfers and Refunds

3.1 Before finalising your purchase of any Purchase Items you should review the dates and location of the Event or a component or activity of the Event and ensure they suit your personal circumstances. Subject to any statutory rights you may have to cancel and receive a refund (including your rights under Consumer Laws) there is no general right to cancel Purchase Items if the Event or a component of the Event takes place. Should your circumstances change and you are unable to attend the Event, you must contact us in writing as soon as possible and request a refund. We provide refunds based on how early you contact us and refunds are determined in accordance with the schedule below:

- More than 46 days written notice = a 90% refund
- Between 45 and 15 days written notice = a 50% refund
- Between 14 and 0 days written notice = no refund

3.2 You may transfer Purchase Items legitimately purchased and another person may attend in your place with our consent at no cost to you but you must provide us with the name and details of your replacement.

3.3 We may cancel the Event or a component or activity of the Event due to unforeseen reasons. In such case, the Event or a component or activity of the Event may be rescheduled. If the Event or a component or activity of the Event to which the Purchase Item relates is cancelled, you have a right to obtain a refund of legitimately purchased Purchase Items but may need to apply for a refund or otherwise follow our reasonable refund process. We may charge a reasonable fee in the event of a refund.

3.4 We may also postpone or change the Event dates or duration or the hours during which the Event is open or change the Venue or location. We may also cancel, withdraw, postpone or re-schedule or otherwise vary any components or activities, including key note speakers, session presenters, timetables or programs or any other aspect of the Event for unforeseen reasons. Subject to your rights under clause 3.3 or unless required by law, we do not accept any liability for loss or inconvenience caused by such cancellations or changes.

3.5 Purchase Items may not be resold or offered for resale at a premium and or through auction or similar websites or used for advertising, promotion or other commercial purposes (such as trade promotions or to enhance the demand of or for other goods or services) without our consent. Purchase Items that are sold or otherwise dealt with breach of this condition, may be cancelled without a refund and the person may be refused admission.

### 4. Safety and Security

- 4.1 You must comply with applicable health and safety laws, report all accidents or emergencies or other incidents to us or to Management and follow all safety and security related directions and Venue specific rules.
- 4.2 CCTV or other surveillance may be used for security or safety reasons but does not guarantee your safety or security.
- 4.3 Smoking is not permitted at the Venue (except at officially designated smoking areas - if any).

## **5. Photographs and Recordings**

- 5.1 You consent to being photographed, filmed or recorded and for such photographs, images or recordings to be used by us, Management or other third parties for any legitimate purpose without acknowledgement or compensation to you.
- 5.2 You are not permitted to bring photographic or recording equipment to the Event or take photographs, videos or other recordings at or of the Event without our prior written approval.

## **6. Risk and Indemnity**

- 6.1 You enter the Venue, attend the Event voluntarily and at your own risk, including risk to persons and property.
- 6.2 To the extent permitted by applicable laws, you agree (a) that neither we, nor Management, will be liable to you for and (b) to waive and release us and Management from all Loss you suffer in connection with your entry to or attendance (or non attendance) at, or otherwise in connection with, the Event (expressly including any event or incident outside our control).
- 6.3 You agree to indemnify us and Management from any Loss caused by, arising out of, or connected with your entry or attendance at the Event or your breach of these Terms.
- 6.4 Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under Consumer Laws which cannot be excluded, restricted or modified by agreement.

## **7. Privacy**

- 7.1 You consent, under privacy and other applicable laws, to the collection of your personal information for the purpose of conducting the Event and developing the Event App and includes your participation in live Event Polling, instant messaging and a meeting maker facility via the Event website and the Event App and the disclosure of your personal information to us for the purposes stated in ETF's Privacy Policy including to contractors and others involved in organising and participating in the Event and to our suppliers for the Event.

## **8. General Rules**

- 8.1 Registration will not guarantee your entry to the Event or to a specific component or activity of the Event and we cannot represent that there will be space for you to observe or attend any particular exhibit or activity.
- 8.2 We and Management may at our discretion: (a) refuse entry or remove any person from the Event or Venue; and (b) inspect and/or search bags and/or search persons (including their clothing and/or personal items) when entering or exiting or otherwise attending the Event or Venue.
- 8.3 Vehicles and other transportation devices (such as skateboards, bicycles, scooters and roller blades) and animals are prohibited except those authorised for guide or disability purposes or pre-approved by us. Any items which may cause a nuisance or danger are also prohibited and any such items brought to the Venue are subject to confiscation.
- 8.4 You must comply with all rules, signs and notices at the Venue and follow any reasonable directions given by us or Management.
- 8.5 You must not undertake any unauthorised commercial activity at the Event or Venue, including that you must not distribute or display any unauthorised promotional or advertising materials.
- 8.6 You must comply with the dress code for the Event which is business or smart casual attire.

## **9. Other Legal Stuff**

- 9.1 If any part of these Terms are unenforceable, the unenforceable part shall be severed to the extent that it is unenforceable and the remainder enforced to its full effect.
- 9.2 These Terms are governed by the laws and courts of New South Wales, Australia.

-END-