



TERMS AND CONDITIONS OF REGISTRATION TO ATTEND THIS EVENT

1. Application, Event: This document is an agreement for Your right to attend the following Event ("Event"):

Name of Event: LIVEXchange Conference ("Event" and in this agreement, that expression includes the event as varied or postponed)

Proposed date(s): 10 – 11 November 2021

Proposed place and venue(s): Darwin Convention Centre ("Venue" and in this agreement, that expression includes all venues, including the primary venue and any additional venues for social events or other activities)

2. We are an agent: Associated Advertising and Promotions Pty Ltd ("We", "Us" "Our") enters into this agreement not in Our own capacity, but as agent for and on behalf of Our client, LiveCorp 88 082 408 740 ("Host"), to the intent that:

- (a) this Agreement forms a contract between You and the Host;
- (b) all obligations, rights and remedies under this agreement that are expressed to be Ours, are obligations, rights and remedies of the Host;
- (c) performance of obligations under this agreement by Us is deemed to be performance of obligations by the Host; and
- (d) to the extent that this agreement confers a benefit, right or remedy on the Host, it is further intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy for and on behalf of the Host and also for Us.

3. Your capacity: You enter into this agreement in Your own personal capacity, and also for and on behalf of

- (a) any business or organisation which You represent or which employs You; and
 - (b) any guest other person(s) for whom You complete registration for the Event,
- (in each case, a "Third Party"), and references in this agreement to "You" and cognate expressions includes a reference to such Third Parties.

You warrant that You:

- (c) have the express authority of any such business, organisation or Third Party to enter into this agreement on its/their behalf;
- (d) have provided a copy of this agreement to Your employer and/or to such Third Party; and
- (e) have the consent of the Third Party to provide his/her personal information to Us and the Host and have provided a copy of the Privacy Collection Statement to the Third Party.

4. Compliance with Venue terms, conditions and directions: You must at all times comply with the terms and conditions of entry to any venue connected with this Event, and with any lawful directions given by its duly authorised personnel.



5. Full payment required: Full payment, in cleared funds and in Australian dollars, of the registration fee, applicable GST, and all other monies due and payable in connection with Your attendance at this Event must be made by credit card when You submit Your registration to attend the Event. You will be denied entry to the Event if Your attendance fee is not paid in full, as provided in this clause.

6. Non-attendance: Subject to clauses 7, 8 and 20, if You do not, or are unable to, attend this Event for any reason, You will not be entitled to a refund of any monies paid in connection with Your registration and neither We nor the Host will be liable for any losses You incur, including but not limited to transportation or accommodation costs.

7. Your cancellation: If You wish to cancel Your registration:

(a) before 5 pm on 30th September 2021, You will receive a full refund of monies actually received, less a cancellation fee of AUD\$99;

(b) after the date referred to in paragraph (a) but before 5 pm on 22nd October, You will receive a refund of one half of monies actually received;

(c) after the date referred to in paragraph (b), You have no entitlement to a refund of any amount,

All refunds payable to You under this clause 7 will be processed and paid within 30 days of the end of the Event.

8. Cancellation or postponement of the Event by the Host:

(a) The Host reserves the right to cancel or postpone the Event at any time in its sole discretion and for any reason, including circumstances beyond its control.

(b) Expenses for and arrangements You may make for travel and accommodation are at Your sole risk. We recommend that You consider making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds. We further recommend that You obtain insurance that will reimburse Your accommodation and transport costs in the event of cancellation or inability to attend.

(c) If the Event:

(i) is cancelled:

A. reasonable endeavours will be made to notify You and details of cancellation will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event; and

B. subject to proof of purchase, a full refund of monies actually received is Your sole entitlement in the event of cancellation and neither We nor the Host will be liable for any losses You incur as a consequence of such cancellation, including but not limited to transportation or accommodation costs, and loss of enjoyment. Any refund payable to You under this clause 8(c)(i)B will be processed and paid within 30 days of cancellation; and

(ii) is postponed or moved to a different primary venue:

A. reasonable endeavours will be made to notify You (in this clause a "Variation Notice") and details of the postponement/venue will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event;

B. on receipt of a Variation Notice, at Your option You may:

- notify Us that You cannot, or do not wish to, attend the Event as varied, in which case, subject to proof of purchase, a refund of monies actually received is Your sole entitlement and neither We nor the Host will be liable for any losses You incur as a consequence of such postponement, including but not limited to transportation or accommodation costs, and loss of enjoyment. Any refund payable to You under this clause 8(c)(ii)B will be processed and paid within 30 days of Your notice to Us; or
- notify Us that You wish to attend the Event at its new (postponed) date(s) and/or venue, in which case, the monies paid by You will be retained,

and if, within 14 days of the date of the Variation Notice, You do not notify Us in writing under paragraph A of this sub-clause, You are deemed to have registered for the Event at its new (postponed) date(s) and/or venue on these terms and conditions and the monies You have paid will be retained as payment for the Event as varied;

and

(d) The parties agree that the sole rights and consequences of cancellation and variation are set out in this agreement. The Frustrated Contracts Act 1978 (NSW) and other legislation concerning frustration of contract, do not apply to this agreement.

9. Event subject to change – While the Host will make reasonable endeavours to stage the Event as advertised, You agree that the following may occur without liability of any kind to You:

- (a) (in cases other than a change of primary venue, whereupon clause 8(c)(ii) applies), changes to the venue or to the location of the Event or components of the Event within the venue;
- (b) changes to programme content, its order or session times;
- (c) changes to the speakers, entertainers and other presenters;
- (d) changes to the social programme and the venue(s) for dinners and other social events.

If any changes occur to the Event as advertised, reasonable endeavours will be made to arrange for reasonable substitutes, subject to availability and the circumstances that made the change(s) necessary or desirable. Notice of substantial and material changes will be placed on this website. You are responsible for checking for such notifications/alerts prior to the Event.

10. Upon entry: On entry to the Event:

- (a) You must present a valid, fully-paid ticket and satisfactory/valid proof of identity;
- (b) You must, if requested, submit Yourself and any bag, container or other property to inspection and search;
- (c) You must not be in possession of any unlawful thing or substance or that is not permitted under this agreement;
- (d) You and each person accompanying You may be provided with an identifier, such as a wrist-band or lanyard, that You must wear and display on request at all times. If You lose or remove Your identifier, You must immediately notify Us; and
- (e) comply with COVID-19 protocols as provided in clause 12.



You will be denied entry to the Event if You do not comply with the foregoing, or do not comply with the other provisions of this agreement.

11. Your conduct at this Event: At all times during this Event You must:

- (a) conduct Yourself in a reasonable, respectful, considerate and lawful manner;
- (b) be appropriately attired in a manner so as not to cause offence to a reasonable person;
- (c) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (d) if You consume alcohol, do so reasonably and responsibly, and not so as to become intoxicated;
- (e) not carry, consume or supply unlawful drugs;
- (f) not bring into the venue or carry any firearm or other weapon;
- (g) observe "no-smoking" signs and directions;
- (h) not place the safety and health of any person(s) at the Event at risk;
- (i) not cause personal injury to, or defame, any person or damage the property of any person;
- (j) be respectful towards speakers and others expressing their opinions and refrain from causing a nuisance or interrupting or disrupting programme content;
- (k) comply with COVID-19 protocols as provided in clause 12; and
- (l) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host, its contractor and of the relevant venues.

We or the Host may, without liability to You, eject You from the Event and/or refuse entry to the Event or any part of the Event if We or the Host, acting reasonably, consider that You are in breach of these terms and conditions, or for any other reasonable cause.

12. COVID-19 safety:

- (a) You must not attend the Event if:
 - (i) You have been diagnosed as having COVID-19, are feeling unwell with symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue;
 - (ii) You have been in contact, in the 14-day period before the Event, with any person that has tested positive to COVID-19 or has displayed symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue; or
 - (iii) You have travelled, in the 14-day period before the Event, to Australia from overseas, to the place of the venue from a COVID-19 declared hotspot, or from a state or territory whose borders have been closed or restricted due to COVID-19.
- (b) At entry to and while attending the Event, You must:
 - (i) comply with all applicable laws and health directives concerning COVID-19;

(ii) comply with and submit to contact tracing protocols and procedures for COVID-19 safety, including demonstrating that You have down-loaded, to a personal mobile device, the COVID-Safe app, and if applicable, submit to temperature testing;

(iii) strictly practise social distancing by ensuring that You remain at least 1.5 meters from persons not known to You;

(iv) wash Your hands regularly and use hand-sanitiser made available at the Event; and

(v) if You experience any symptoms that may indicate infection with COVID-19, such as fever, cough, shortness of breath, sore throat or unusual levels of fatigue, You must immediately report to Event staff and follow all reasonable directions given by Event staff or health professionals present. If requested to leave the venue, You must comply with that request.

(c) If, after the Event, You are diagnosed with COVID-19, You must advise Your medical practitioner of Your attendance at this Event. If Your medical practitioner considers that You may have become infected before or at the Event, You must permit Your medical practitioner to notify health authorities and comply with all applicable laws, health orders or government recommendations for the purposes of preventing or reducing the spread of COVID-19.

13. Release of liability – You release Us and the Host from liability for any losses, costs (including legal costs and disbursements) damage or claims in connection with the Event, including but not limited to:

(a) personal injury or illness of any kind, or death;

(b) damage to, loss of or destruction of property of any kind;

(c) damage to reputation,

except to the extent that such loss, cost, damage or claim is directly caused by Our negligence or that of the Host (but in which case, clause 14 applies).

14. Limitation and exclusion of liability – To the extent permitted by law:

(a) if You claim non-compliance with a consumer guarantee applicable to goods or services supplied to You in connection with the Event, Our liability and that of the Host is limited, in the case of:

(i) goods, to the replacement of the goods or the cost of having the goods replaced or repaired; and

(ii) services, to the resupply of the services or the cost of having the services resupplied;

and

(b) in all other cases, Our liability and that of the Host for any cause of action, including but not limited to breach of contract, negligence or other breach of duty, is limited to the sum of the monies actually paid by You in connection with Your registration for the Event and neither We nor the Host will be liable for loss of profit, loss or revenue, lost accommodation and/or travel costs, lost cost savings, loss of opportunity, loss of enjoyment or indirect or consequential loss of any kind.

15. Independent contractor suppliers – You acknowledge and agree that:

(a) all goods and services supplied to You in connection with the Event (including but not limited to transport, accommodation, the venue, food and beverage, audio-visual services, security, cleaning,

programme content and entertainment) will be supplied by suppliers (each, a “Supplier”) who are all independent contractors of Us and the Host;

(b) the views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of Us or the Host. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of their presentations, marketing collateral, advertising and their actions and omissions;

(c) no Supplier, attendee, speaker, exhibitor, or sponsor is an employee, agent or partner of Us or the Host and neither We nor the Host is vicariously or jointly or severally liable for their actions or omissions. Nothing in this agreement is intended to contract-out of proportionate liability legislation in any state or territory of Australia.

16. Indemnity –

(a) You must indemnify and keep Us and the Host indemnified against all losses of all kinds whatsoever including personal injury and loss of or damage to property, costs and expenses (including actual legal costs and disbursements on a full indemnity basis) incurred in connection with any claim, demand, action or proceedings arising wholly or partly, directly or indirectly, from Your act or omission, and whether such claim, demand, action or proceeding is founded wholly or partly on:

(i) Your unlawful act or omission, negligence, breach of contract (including this agreement), or other breach of duty or any cause of action whatsoever; and/or

(ii) any term of a contract by which We or the Host is made liable for Your act or omission, or otherwise. You acknowledge and agree that Your actions and omissions may make Us or the Host liable to third parties, including under indemnities;

(b) You acknowledge and agree that the indemnity in this clause 16 is not Our or the Host's exclusive remedy.

17. Your breach may cause Us/the Host liability to third parties - You acknowledge and agree that:

(a) You acknowledge and agree that Your negligence or other wrong-doing, or breach of this Agreement or of the venue’s terms and conditions of entry may cause Us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We or the Host may have to the venue operator or other third parties, such as other attendees, exhibitors at, or sponsors of, the Event; and

(b) any loss or liability We incur to the venue operator or any other third party (including legal costs and disbursements on a full indemnity basis), as a direct or indirect consequence of Your act or omission, whether or not We or the Host have assumed such liability contractually, is a reasonably foreseeable loss recoverable by Us from You.

18. Virtual (on-line) participation in the Event – If You register to participate in this Event, or any part of it, by virtual (on-line) means, You agree that:

(a) it is Your responsibility to ensure that You have appropriate technology, internet connectivity and speed to participate;

(b) neither We nor the Host are liable for any interruption, delay sound or picture quality problems You may experience because Your technology is inadequate or because of internet or power interruptions, or internet speed, or other connectivity problems You may experience;

(c) You are not entitled to a refund if You are unable to participate, or if the quality of Your participation is diminished, because of the matters referred to in paragraphs (a) and (b) of this clause;

(d) You will comply in all respects with clause 11 of this Agreement and with any rules, protocols or other directions made by Us, the Host or the virtual session leader, in connection with on-line sessions, whether published or issued in writing or orally;

(e) if/when You post questions or messages to others participating by virtual means, or use Event "apps", Your personal information may be shared with those persons; and

(f) You warrant that any home/work environment from which You access the virtual component of the Event is safe and free of risk to Your health and safety.

19. Photography and videography/filming –

(a) You may use hand-held cameras and/or smart phones at the Event to take photographs and videos/films for personal, non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of intellectual property or privacy rights of any person, and provided that the subject of such photography and videography/filming consents. Such photographs and videos/films may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.

(b) We or the Host may hire service providers (photo/video/streaming/audio) and invite media representatives and journalists to report on, document and/or display the Event experience. We and the Host may also use social media to post photos and videos and to display select submissions at the venue and on Our or the Host's websites.

(c) You irrevocably authorise Us and the Host to:

(i) record You (picture and voice) on photos, films and sound recordings (each, a "Recording"); and

(ii) edit, publish and incorporate the Recording into a photo, video gallery, short film, webinar, website or social media of any kind, or permit its publication in any newspaper, other publication or media, as a record of and for the promotion of the Event and future similar events,

for no monetary or other compensation to You and You acknowledge and agree that You have no right, title or interest in such Recording.

20. Guests and other Third Parties – If You register a Third Party (see the definition in clause 3) for this Event, You must ensure that the Third Party complies with these terms and conditions of registration and attendance. If You are a guest of a registrant for the Event or other Third Party, it is a condition of Your admission to and continued attendance at the Event, that You agree to these terms and conditions of registration and attendance and that You comply with them. If You do not agree to these terms and conditions of registration and attendance, please notify Us and Your name will be removed from the guest list.

21. Privacy and electronic messages –



(a) You consent to Our collection, use and disclosure of Your personal information, including sensitive information as defined in the Privacy Act 1998 (Cth), as set out in Our Privacy Policy and Collection Statement. You acknowledge that You have accessed those documents by the links provided in this website.

(b) You consent to receiving commercial electronic messages from the Host, sponsors and exhibitors of the Event, to which We may disclose Your personal information, including Your contact information.

22. Assignment (transfer) of Your registration – You may transfer Your registration for this Event to a person (the “Transferee”), provided You notify Us in writing and provided that the Transferee agrees to be bound by these terms and conditions in such manner as We require. If a transfer of a registration is made under this clause, no refund of registration fees will be payable.

23. Governing law – These terms and conditions are made under and governed by the laws applicable in Northern Territory, Australia, and You accept the non-exclusive jurisdiction of the courts of that place.