

Delegate Terms and Conditions and Cancellation Policy

These Delegate terms and conditions apply to AH&MRC face-to-face workshops, online webinars, programs courses, sessions, conferences and any other AH&MRC events ("**Event**") unless the Event has its own specific terms, in which case those terms will apply to the extent of any inconsistency with these Delegate terms and conditions.

These Delegate terms and conditions govern the Aboriginal Health & Medical Research Council of NSW **ACN 085 654 397** of Gadigal Country, Level 4, 280 Pitt Street, Sydney NSW 2000 ("**AH&MRC**") and each person ("**delegate**", "**you**" or "**your**") who has either:

- (1) registered or enrolled to attend or participate in an Event; or
- (2) been invited by the AH&MRC to attend an Event.

Please read these Delegate terms and conditions carefully as they contain important information. You acknowledge that you have read and agree to be bound by these Delegates Conditions upon:

- (1) submitting your Registration Form to the AH&MRC; or
- (2) attending or participating in the Event if you are not required to pre-register for the Event.

1. Interpretation

- a. **Accommodation, Fee, Platform and Venue** have the meaning evident from the Registration Form.
- b. **Conference** means all conferences organised by the AH&MRC or organised on behalf of the AH&MRC.
- c. **Delegate terms and conditions** means these conditions.
- d. **Event** means AH&MRC face-to-face workshops, online webinars, programs courses, sessions, conferences and any other AH&MRC events.
- e. **Registration Form** means the registration or booking form (whether hard copy or electronic) for the Event.
- f. A reference to a party includes its officers, employees, agents and contractors.

2. Registration and payment

- a. Acceptance of Registration Forms is at our discretion, for which the AH&MRC will provide confirmation. The AH&MRC reserves the right to decline any registration application, if so the AH&MRC will refund or not process any monies then paid.
- b. The AH&MRC will not consider any Registration Form not accompanied by the Fee (all Fees being expressed as GST inclusive amounts) or where it is incomplete. The AH&MRC reserves the right to change the Fee at any time but changes will not affect registrations already confirmed.
- c. Some Events have limited places available. Registration, or attendance where pre-registration is not required, is on a "first-in" basis.
- d. If the AH&MRC has invited you to attend an Event without the need for registration or payment of the requisite Fee, you must confirm your attendance within the time specified in the invitation (if any) in order to reserve your position.
- e. For certain Events, the AH&MRC may offer to facilitate Accommodation for you through the Registration Form. If so, any bookings made through the AH&MRC is subject to the relevant Hotels' own terms and conditions (available on the Registration Form including cancellations) and you are liable for all costs connected with your stay and use of the Accommodation.

3. Event changes

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- a. The AH&MRC reserves the right at any time to:
 - i. Change the format, participants, content, location and timing or any other aspect of an Event.
 - ii. Postpone Events or any part of those Events.
 - iii. Cancel an Event or any part and will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you in connection with the AH&MRC modifying, postponing or cancelling an Event or any part.
- b. If an Event is cancelled or postponed by the AH&MRC and you are unable to attend the rescheduled Event, the AH&MRC will refund the Fee.
- c. An Event's content and program is accurate as at the time of printing. The AH&MRC may make changes to an Event as required, however will use reasonable efforts to provide a program and content of equivalent standard.
- d. Event content is obtained from sources believed to be reputable and reliable. The AH&MRC accepts no liability for any inaccuracy or misrepresentation. This information is not professional advice or a substitute for seeking professional advice, or as a full consideration of particular circumstances faced by the user. Acting in accordance with information provided by an Event does not guarantee discharge of any duty. Participants are expected to exercise their own judgement as to the suitability and applicability of information provided during any Event.

4. Delegate's rights and obligations

- a. By registering, you warrant your details as provided are true and correct.
- b. You must comply with any particular conditions, rules, regulations or usage requirements of the Venue or of the AH&MRC in connection with an Event. Any delegate guides are available from the AH&MRC on request. The AH&MRC will use reasonable efforts to update you of subsequent amendments.
- c. You are expected to behave in a professional and appropriate manner at all Events.
- d. You must also comply with all verbal and written directions given by AH&MRC or the Venue whilst at, entering, or departing the Venue (including without limitation in respect of an acceptable noise level emanating from the exhibition space).
- e. The AH&MRC reserves the right, without any liability, to refuse admission to, or to eject you from an Event, in its absolute discretion, including (without limitation), for failure to comply with these Delegate terms and conditions or if in the opinion of the AH&MRC you represent a security risk, nuisance or annoyance to the running of an Event.
- f. Photography and the recording or transmitting of audio or visual material, data or information is prohibited at an Event without AH&MRC's prior written consent.

5. Transfers and substitutions

- a. Where permitted, you may transfer your Event registration to another Event by providing written notice to the AH&MRC organiser. Event transfers are subject to availability and the payment of the applicable registration fee for the new Event.
- b. Where permitted, you may substitute another delegate to attend an Event in your place by written notice to the AH&MRC prior to the Event start date. The AH&MRC reserves the right to refuse entry to any substitute delegate for whom the AH&MRC was not provided written notice.

6. Cancellation

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- a. Where permitted, you may cancel all or part of your registration. Notification of cancellation must be made in writing and sent by email or mail to the AH&MRC.
- b. If your cancellation notification is received by the AH&MRC at least five business days or more before the start date of an Event that is not a Conference, the AH&MRC will provide you with a refund of the Fees minus any administration costs (as reasonably determined by the AH&MRC). No entitlement to repayment arises for cancellations with less than five business days of notice.
- c. For a Conference, if your cancellation notification is received by the AH&MRC:
 - i. Cancellation more than 60 days before the event: 100% refund;
 - ii. Cancellation less than 60 days and more than 30 days before the event: 90% refund;
 - iii. Cancellation less than 30 days, but more than 14 days: 80% refund; and
 - iv. Cancellation 14 days or less, no refund.
- d. Refunds will not be granted if you fail to attend or where a substitute is refused entry under clause 5.b.
- e. For Accommodation, you may cancel your Accommodation by contacting the Accommodation provider directly. Your accommodation Fee will be refundable subject to the Hotel's cancellation policy.
- f. Cancellation pursuant to this clause 6 does not terminate our agreement with you, which continues until there is a resolution of all outstanding matters to the AH&MRC.

7. COVID-safe

- a. The Event will be fully COVID-safe and compliant above and beyond any basic government health requirements to do what we reasonably can to protect your health and safety and that of all attendees. That will include appropriate social distancing and other measures in line with the current health directives.
- b. COVID cancellation: if the event is cancelled or has to be moved due to COVID issues, we will offer you a full refund.
- c. If you're unwell we will offer a cancel-on-the-day refund. It's in everyone's interest to ensure anyone who feels unwell stays away from events, so we will offer you a full refund if you are showing any COVID-like symptoms with no questions asked.

8. Risk management

- a. It is your responsibility to inform the AH&MRC of any special dietary or other requirements you may have, sufficiently in advance to enable the AH&MRC to attempt to accommodate these requirements (or where this is not possible, inform you of such).
- b. You use the Venue and all associated facilities at your own risk. Despite anything else in these Delegate terms and conditions, the AH&MRC accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials or other belongings brought to the Venue, whether by fire, theft, accident, injury or otherwise.
- c. An Event may include inherently dangerous activities, including the use of specialised equipment. Reasonable assistance will be provided, however delegates are responsible for their own wellbeing and the AH&MRC accepts no liability for any loss, damage or injury incurred in connection with an Event.
- d. You use the Platform and all associated facilities at your own risk. Despite anything else in these Delegate terms and conditions, the AH&MRC accepts no liability to you or any third party for any

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loss of or damage to any of your equipment, materials or other belongings through use of the Platform.

- e. We make no representations, warranties or guarantees that the Platform used for digital events is or will be free from viruses, worm, Trojan or other malicious code. You are responsible for taking your own precautions in this respect.
- f. Any liability incurred by the AH&MRC in connection with the Event will be limited to the refund of the fee paid to the AH&MRC. All guarantees, representations, conditions and warranties of any nature are expressly excluded. However, nothing in these Delegate terms and conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the *Competition and Consumer Act* (Cth) and the Australian Consumer Law. If these Acts impose any inalienable consumer rights then to the extent of any inconsistency with these Delegate terms and conditions, these Delegate terms and conditions are to be read down to permit those rights.
- g. To the maximum extent permitted by law, the AH&MRC excludes all indirect or consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) by you in connection with the Event.
- h. You release the AH&MRC from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts, omissions or negligence in connection with these Delegate terms and conditions or any Event. You further indemnify the AH&MRC its employees, agents, contactors and sub-contractors against, and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis), incurred in connection with these Delegate terms and conditions. Any such amount is a debt due and payable within 30 business days of request.

9. General

- a. The AH&MRC reserves the right to amend these Delegate terms and conditions from time to time. Unless notified to you, the terms governing your attendance at an Event will be those in force at the time of your registration for that Event or attendance if you do not need to register (as applicable).
- b. The failure, delay, relaxation or indulgence on the part of the AH&MRC in exercising, in part or whole, any power, right or remedy conferred upon that party by these Delegate terms and conditions do not operate as a waiver of that power, right or remedy.
- c. If any provision of these Delegate terms and conditions is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Delegate terms and conditions.
- d. These Delegate terms and conditions are governed by the laws exercised by the courts in the State of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

10. Privacy statement

- a. Protecting your privacy and your personal information is an important aspect of the way the AH&MRC conducts its activities, online and offline.
- b. You acknowledge you may be filmed, recorded and/or photographed by the AH&MRC, the media or any other party at the Event and consent to the AH&MRC using the film, sound and/or photograph for AH&MRC editorial, promotion, publicity and advertising purposes, or for the promulgation of correct medical procedures.

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- c. By submitting a Registration Form, you consent to the AH&MRC collecting, using and disclosing your personal information (including credit card information) to administer the Event. This may include the production of delegate lists and photographs to Event sponsors or for marketing and related uses.
- d. You acknowledge and consent that the AH&MRC may collect information from you that is Sensitive Information relating to dietary requirements or other health-related information. Where this information is collected, it will only be used for the purposes specified within the provision of a conference (where you provide this information and consent to this use). AH&MRC will not use the Sensitive Information collected from you for any other purpose except with your express written consent.
- e. The AH&MRC will disclose personal information relating to credit card details for payment processing only.
- f. Please contact the AH&MRC at ahmrc@ahmrc.org.au to update or correct your details.
- g. In all other aspects, the AH&MRC will collect, use and disclose personal information provided to it in accordance with its [Privacy Policy](#)