

Business Chamber Queensland Event Terms and Conditions

1. INTRODUCTION

1.1 Application of these Event Terms and Conditions

- (a) Set out below are the Event Terms and Conditions that Business Chamber Queensland and the Event Participant agree apply with respect to the Event Participant's and any Attendee's participation, attendance or involvement at an Event or Webinar.
- (b) You acknowledge and agree that you will be bound by these Event Terms and Conditions if you do any of the following:
 - (i) become a member of Business Chamber Queensland;
 - (ii) purchase a ticket to an Event or Webinar;
 - (iii) agree to be allocated a ticket to an Event or Webinar;
 - (iv) agree to accept the transfer of a ticket to an Event or Webinar;
 - (v) attend an Event;
 - (vi) join a Webinar;
 - (vii) access a recording of an Event or Webinar;
 - (viii) download and / or access any recording of an Event or Webinar or that were produced; and
 - (ix) download and / or access any material prepared with respect to an Event or Webinar.

1.2 Paramountcy

- (a) If the Event Participant has entered into another agreement with Business Chamber Queensland, then:
 - (i) if that agreement is not in respect of a specific Event or Webinar, then the terms of these Event Terms and Conditions shall prevail to the extent of any inconsistency.
 - (ii) if that agreement is in respect of a specific Event or Webinar, then the terms of that agreement shall prevail to the extent of any inconsistency.
- (b) Notwithstanding the terms of clause 1.2(a), no part of these Terms and Conditions shall prevail over any intellectual property provisions set out in another agreement between Business Chamber Queensland and the Event Participant.

2. EVENT FEE

- (a) Business Chamber Queensland may charge a Fee for attendance at an Event or Webinar.
- (b) Any Fee is considered to be inclusive of any GST.
- (c) The parties acknowledge and agree that the Fee is not refundable, unless these Event Terms and Conditions state otherwise.
- (d) Notwithstanding the terms of clause 2(c), the Parties acknowledge and agree that the Fee is not refundable under any circumstances if a Party has received a complimentary ticket or has not paid specifically for the right to participate in the Event and / or Webinar.

3. EVENT PARTICIPANT'S PARTICPATION AT THE EVENT

3.1 Age restrictions and age verification

- (a) Attendance at Events and Webinars is restricted to persons who are 18 years or older.
- (b) You acknowledge and agree that Business Chamber Queensland may require an Attendee to produce photo identification documents to verify their age.
- (c) You acknowledge and agree that if an Attendee is not at least 18 years of age, then Business Chamber Queensland will eject them from the Webinar or Event, and you will not receive a refund of any fees / monies paid with respect to the Event or Webinar.

3.2 Event Participant's obligations when participating in an Event or Webinar

- (a) During an Event or Webinar, you must comply with the following obligations:
 - (i) you must conduct yourself in a manner that takes due care and regard of your own safety. In addition, you acknowledge and agree that you are entirely liable and responsible for the safety of any Attendee;
 - (ii) you must procure that any Attendee takes care for their own safety and welfare in travelling to the Event, during the Event, and when leaving the Event
 - (iii) you must comply with the Law and act in accordance with the requirements of all relevant Government Authorities;
 - (iv) you must comply with any relevant policy, guideline, rule, Law or regulation associated with the place where the Event is held;
 - (v) you must comply with all directions given by Business Chamber Queensland;
 - (vi) you must comply with any direction concerning the site of the Event given by that site's proprietor (or on the site's proprietor's behalf);
 - (vii) you must not engage in any conduct that is dangerous to any other person or event participant;
 - (viii) you must not engage in conduct which might be a nuisance to other event participants / their attendees or persons in property adjoining the site at which the Event is being held;
 - (ix) you must ensure that any electronic system that is used to access a Webinar has appropriate and current security software;
 - (x) you must not engage in any conduct or use language which is likely to offend, insult, humiliate, disparage or vilify any reasonable person on the basis of gender, race, religion, culture, colour, descent, country of origin or disability; and
 - (xi) you and your Attendee(s) must not consume an amount of alcohol or any other drug in an amount that would make it difficult for you or the Attendee to comply with the obligations in this clause 3.2(a).
- (b) Where you are an entity / organisation, you must procure that any Attendee complies with the obligations set out in clause 3.2(a).

3.3 Event / Webinar materials

- (a) The parties acknowledge and agree that:

- (i) where available / applicable, an Event Participant or Attendee may be provided with Event Content circulated during the course of the Event or Webinar; and
- (ii) there is no obligation on Business Chamber Queensland to procure Event Content.
- (b) The parties acknowledge and agree that where Event Content is distributed at an Event or Webinar:
 - (i) Business Chamber Queensland (or persons on their behalf) may request that the Event Content be returned; and
 - (ii) the Event Participant must return, or procure the return from Attendees, all Event Content the subject of a request for its return by Business Chamber Queensland.

3.4 Removal / ejection of an Attendee

- (a) You acknowledge and agree that if you or an Attendee breaches any aspect of clause 3.2 of these Event Terms and Conditions, then Business Chamber Queensland may remove that Attendee from the Event or Webinar.
- (b) You acknowledge and agree that despite any provision in these Terms and Conditions to the contrary, if Business Chamber Queensland ejects you or an Attendee as contemplated above, then:
 - (i) Business Chamber Queensland is not obligated to provide any refund of any Fee that may have been paid by you to Business Chamber Queensland; and
 - (ii) any Fee (or part thereof) with respect to the Event and / or Webinar that was outstanding at the time of the ejection of you or the Attendee remains due and owing to Business Chamber Queensland.
- (c) You acknowledge and agree that this clause 3.4 does not limit any other remedies that Business Chamber Queensland may have.

4. CANCELLATION AND TRANSFER BY THE EVENT PARTICIPANT

4.1 Cancellation and transfer between Events and Webinars

- (a) The Parties agree that subject to availability, an Event Participant may request a transfer from participation from one Event to another Event on the proviso that:
 - (i) the Event Participant makes a request for transfer within 2 Business Days of the commencement of the Event;
 - (ii) the Event that transfer is sought into is of equal or lesser value (noting that there shall be no refund for the difference of the Fee between Events); and
 - (iii) the request for transfer referred to above is submitted by email to: marketing@businesschamberqld.com.au
- (b) The Parties agree that subject to availability, an Event Participant may request a transfer from participation from one Webinar to another Webinar on the proviso that:
 - (i) the Event Participant makes a request for transfer within 2 Business Days of the commencement of the Event;
 - (ii) the Webinar that transfer is sought into is of equal or lesser value (noting that there shall be no refund for the difference of the Fee between Webinars); and

(iii) the request for transfer referred to above is submitted by email to:
marketing@businesschamberqld.com.au

(c) An Event Participant may not transfer between Events and Webinars, unless Business Chamber Queensland consents to such a transfer, with such consent being at the absolute discretion of Business Chamber Queensland.

4.2 Transfer of tickets by an Event Participant to a third party

(a) The Event Participant may transfer their ticket / right to participate in the Event or Webinar to a third party on the proviso that:

(i) the Event Participant provides Business Chamber Queensland with notice of the request for transfer at least 2 Business Days prior to the date of the Event / Webinar that the Event Participant would like to have its ticket / right to participate transferred to a third party; and

(ii) Business Chamber Queensland consents in writing, with such consent being at the absolute discretion of Business Chamber Queensland.

(b) The notice referred to in clause 4.2(a) above must occur by email to: marketing@businesschamberqld.com.au

(c) Once an Event Participant transfers their ticket / right to participate in the Event or Webinar to another person, the Event Participant loses his / her / its right to participate in the Event or Webinar.

5. CANCELLATION OR POSTPONEMENT BY BUSINESS CHAMBER QUEENSLAND

(a) The Event Participant acknowledges and agrees that Business Chamber Queensland may:

(i) postpone an Event or Webinar to such a later date that Business Chamber Queensland may choose at its absolute discretion. The parties agree and acknowledge that where Business Chamber Queensland postpones an Event or Webinar, then:

(A) Business Chamber Queensland will notify the Event Participant of the new date / time for the Event or Webinar; and

(B) the Event Participant may participate / attend the postponed Event or Webinar as if it had never been postponed.

(b) The Event Participant acknowledges and agrees that if it does not accept the new time / date for the Event or Webinar postponed and referred to in clause 5(a), then it will lose its right / entitlement to participate in the Event or Webinar, and may not seek any refund of any Fee associated with the Event or Webinar.

(c) The Event Participant acknowledges and agrees that Business Chamber Queensland may cancel an Event or Webinar, in which circumstances:

(i) where cancellation of the Event or Webinar occurs for Business Chamber Queensland's benefit and at its own election, Business Chamber Queensland will provide the Event Participant with a full refund of any Fees that the Event Participant has paid.

(ii) where cancellation of the Event or Webinar occurs on the basis of force majeure (as contemplated in clause 11.2(a) of these Event Terms and Conditions), Business Chamber Queensland will provide the Event Participant with a full refund of any Fee that they have paid on the proviso that Business Chamber Queensland has received a full refund of Business Chamber Queensland's costs associated with the Event or Webinar.

6. LIMITATION OF LIABILITY AND INDEMNITY

6.1 Limitation of Liability

- (a) The Event Participant acknowledges and agrees that attendance at:
 - (i) an Event may expose the Event Participant and any Attendees to personal injury and loss to their personal property / belongings. The Event Participant and any Attendees accept those risks, and participate in an Event at their own risk;
 - (ii) a Webinar may expose the Event Participant's electronic systems to, without limitation, risk of infection with viruses, malicious software, hacking, identity theft, monetary loss and other such incidents that may give rise to loss.
- (b) The Event Participant releases Business Chamber Queensland, its officers, employees, agents, or related bodies from any Claim, demands, losses, damages, penalties, proceedings, compensation, costs, charges, expenses and liabilities, which arise from or are in any way connected with an Event or a Webinar or any matter set out in these Event Terms and Conditions.
- (c) The Event Participant agrees and acknowledges that prior, during or after an Event or Webinar, Business Chamber Queensland may provide to the Event Participant and / or Attendees, a gift (including perishable and non-perishable foods, beverages and goods), sample, party favour, voucher, or other thing at no cost to the Event Participant and an Attendee (**Gift**).
- (d) The Event Participant:
 - (i) acknowledges and agrees that Business Chamber Queensland does not warrant the fitness, quality or safety of the Gift;
 - (ii) accepts any Gift at its own risk such that any risk of injury, damage, and / or loss (including risk of injury, damage, and /or loss to an Attendee) is entirely the Event Participant's risk; and
 - (iii) releases Business Chamber Queensland its officers, employees, agents, or related bodies from any Claim, demands, losses, damages, penalties, proceedings, compensation, costs, charges, expenses and liabilities, which arise from or that are in any way connected with the Gift.

6.2 Indemnity

- (a) The Event Participant agrees to wholly indemnify Business Chamber Queensland, its officers, employees, agents, or related bodies from any Claim, demands, losses, damages, penalties, proceedings, compensation, costs, charges, expenses and liabilities, which arise from, or are in any way connected with, an Event, Webinar, or any matter set out in these Event Terms and Conditions.
- (b) The Event Participant agrees to wholly indemnify Business Chamber Queensland its officers, employees, agents, or related bodies from any Claim, demands, losses, damages, penalties, proceedings, compensation, costs, charges, expenses and liabilities, which arise from, or are in any way connected with the Gift.
- (c) No other indemnity or provision in these Event Terms and Conditions is to be construed as taking away or diminishing the extent of the indemnities set out in this clause 6.2.

7. RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW

Nothing in these Event Terms and Conditions is intended to exclude, restrict or modify any rights that you may have under the Competition and Consumer Act 2010 (Cth) or any applicable legislation which may not be excluded, restricted or modified by agreement.

8. FOOD REQUIREMENTS

8.1 Application of this clause

This clause 8 applies only where an Event or a Webinar includes the provision of Food as part of the Event or Webinar.

8.2 Notice of Food Allergies

- (a) Business Chamber Queensland will not cater for any Food Allergy unless informed in writing at least 5 Business Days prior to any Event. Any notice of a Food Allergy must be sent to marketing@businesschamberqld.com.au
- (b) The Event Participant acknowledges and agrees that Business Chamber Queensland may not be able to secure alternative catering arrangements even where notice of a Food Allergy has been made by the Event Participant in accordance with the terms of these Event Terms and Conditions.
- (c) The Event Participant acknowledges and agrees that whether it has notified Business Chamber Queensland of any Food Allergy or not, the Event Participant will be completely and entirely responsible for assessing for itself and any Attendees the safety of any Food acquired in an around the location of the Event or Webinar.
- (d) The Event Participant acknowledges and agrees that where a Gift is in the form of Food, Business Chamber Queensland will not cater the Gift for any Food Allergy.

8.3 Release and indemnity from incidents arising from and associated with Food Allergies

- (a) The Event participant release and forever discharges Business Chamber Queensland from any Claim, demands, losses, damages, penalties, proceedings, compensation, costs, charges, expenses and liabilities, which arise from, or are in any way connected with, a Food Allergy.
- (b) The Event Participant indemnifies Business Chamber Queensland from any Claim, demands, losses, damages, penalties, proceedings, compensation, costs, charges, expenses and liabilities, which arise from, or are in any way connected with, a Food Allergy (including but not limited to claims made against Business Chamber Queensland by an Attendee).

9. IMAGE RELEASE

- (a) You consent to the recording and perpetual use of your voice, image or likeness in any form or medium, including as part of any broadcast, or recording of the Event or Webinar and for any other commercial purposes (including advertising and promotional materials) without compensation.
- (b) You will procure that the Attendees agree to the recording and perpetual use of their voice, image or likeness in any form or medium, including as part of any broadcast, or recording of the Event or Webinar and for any other commercial purposes (including advertising and promotional materials) without compensation.
- (c) You indemnify Business Chamber Queensland from any Claim, demands, losses, damages, penalties, proceedings, compensation, costs, charges, expenses and liabilities, which arise from, or are in any way connected with the matters set out in clause 9(a) and clause 9(b) of these Events Terms and Conditions.

10. INTELLECTUAL PROPERTY

10.1 Paramountcy of Intellectual Property Rights provisions

- (a) Where Business Chamber Queensland and an Event Participant have entered into a sponsorship agreement or corporate partnership agreement, and that sponsorship agreement or corporate partnership agreement contains terms dealing with intellectual property, then the intellectual property provisions in the sponsorship agreement or corporate partnership agreement will apply in preference to the intellectual property provisions in this agreement to the extent of any inconsistency between provisions concerning intellectual property.

- (b) The parties acknowledge and agree that to the extent that the sponsorship agreement or corporate partnership agreement contains intellectual property provisions that are different but not inconsistent with the intellectual property provisions in these Event Terms and Conditions, then the intellectual property provisions in these Event Terms and Conditions that are not inconsistent, will be construed / read as being additional terms of the sponsorship agreement or corporate partnership agreement.

10.2 Business Chamber Queensland Intellectual Property

The Event Participant acknowledges and agrees that:

- (a) nothing in these Event Terms and Conditions gives the Event Participant any rights (including Intellectual Property Rights) in relation to the Business Chamber Queensland Intellectual Property, or any other Intellectual Property Rights owned by Business Chamber Queensland; and
- (b) the Business Chamber Queensland Intellectual Property and any other Intellectual Property Rights owned by Business Chamber Queensland shall remain the property of Business Chamber Queensland.

10.3 Grant of Licence by Business Chamber Queensland

Despite the terms of clause 10.2(a), and where Event Content does not need to be returned as contemplated by clause 3.3, then Business Chamber Queensland grants the Event Participant a non-exclusive, revocable, non-transferable, limited, royalty free, licence to use Event Content for its own internal purposes only.

10.4 Restrictions on use of Event Content

An Event Participant must not:

- (a) reverse engineer, develop or create any derivative work from any Event Content;
- (b) provide any Event Content to a person that is not a director, officer or employee of the Event Participant;
- (c) commercialise any Event Content;
- (d) monetise or derive any revenue profit or money at all from the Event Content.

11. GENERAL

11.1 Privacy

Business Chamber Queensland will handle any Personal Information collected through your Membership package or attending an Event in accordance with its Privacy Policy, available at <https://www.businesschamberqld.com.au/privacy-policy/>.

11.2 Force Majeure

- (a) The Event Participant agrees that Business Chamber Queensland will not be considered in default of these Events Terms and Conditions where:
- (i) performance of any term or obligation in this these Events Terms and Conditions is delayed or rendered impossible on account of, without limitation, any matter associated with: storms, floods, other acts of nature, fires, explosions, epidemics, pandemics, substantial cyber security threat or breach, riots, macroeconomic crises, delays in transportation, inability to obtain necessary labour, supplies or manufacturing facilities, war or civil disturbance, strikes or other labour unrests, embargoes and other governmental actions / orders or regulations, withdrawal or cancellation by third parties of key inputs required to deliver an Event or Webinar; and

(ii) the cause of the delay or impossibility of performance of any term or obligation is beyond the reasonable control of Business Chamber Queensland.

(b) If an event of force majeure contemplated by clause 11.2(a) occurs, Business Chamber Queensland is not required to refund any part of the Fee except as provided for in clause 5(c)(ii).

11.3 Severance and Reading Down

(a) Each word, phrase, sentence, subparagraph, paragraph, sub-clause, clause or other provision (**Provision**) of these Event Terms and Conditions is severable.

(b) Where any provision of these Event Terms and Conditions may be construed to be unenforceable or illegal, the parties agree that they will construe these Event Terms and Conditions to have an enforceable and legal meaning.

11.4 Amendments

The Event Participant agrees and acknowledges that:

(a) Business Chamber Queensland may vary these Event Terms and Conditions at any time; and

(b) the Event Participant will have been considered to have been given notice of any amendment to these Event Terms and Conditions when such varied Event Terms and Conditions are posted on Business Chamber Queensland's website; and

(c) the Event Participant has an obligation to keep itself apprised of these Event Terms and Conditions by checking the Business Chamber Queensland website from time to time; and

(d) the Event Participant will be taken to have read and agreed to any amendments to these Event Terms and Conditions when those amended / altered version of these Event Terms and Conditions are posted onto Business Chamber Queensland's website.

11.5 Entire agreement

These Event Terms and Conditions contain the entire understanding of each Party to these Event Terms and Conditions. There are no understandings, agreements, warranties or representations, express or implied, with respect to the matters contemplated by these Event Terms and Conditions except for those specifically set forth herein or otherwise set out in the Event Terms and Conditions.

11.6 Governing Law

These Event Terms and Conditions are governed by and construed in accordance with the laws of the State of Queensland.

11.7 Questions or Complaints

If you have any questions or complaints, please call Business Chamber Queensland's general enquiries line on +617 3192 0143 between 9am to 5pm Monday – Friday (excluding public holidays) or contact Business Chamber Queensland by email at marketing@businesschamberqld.com.au

12. INTERPRETATION

In these Event Terms and Conditions unless the context otherwise requires:

(a) reference to a person includes any other entity recognised by law;

(b) the singular includes the plural and vice versa;

(c) words importing one gender include all genders;

- (d) any reference to any of the parties by their defined terms includes that Party's executors, administrators or permitted assigns;
- (e) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (f) an agreement, representation or warranty in favour of two or more persons is to be construed for the benefit of them jointly and severally;
- (g) clause headings are for reference purposes only;
- (h) reference to an Item is a reference to an Item in a Annexure or Schedule to these Event Terms and Conditions;
- (i) reference to an Annexure or Schedule is a reference to the corresponding Annexure or Schedule to this these Event Terms and Conditions;
- (j) reference to a statute, ordinance, code, or other law includes regulations and other instructions under it and consolidations, amendments, re-enactments, or replacements of it;
- (k) reference to a time is to that time in Queensland;
- (l) reference that something is to be done in writing includes electronic communication;
- (m) if the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and that day does not exist, the time is instead the next day; and
- (n) if the time for something to be done or to happen is a day that is not a Business Day, the time is extended to the next Business Day.

13. DEFINITIONS

The following words and phrases used in these Event Terms and Conditions have the meanings set out in this section.

Attendee means a person who participates in the Event or Webinar on behalf of, or as representative for, the Event Participant. An Attendee can include, but is not limited to, employees, contractors, agents, directors, and invitees of the Event Participant to an Event or Webinar.

Business Chamber Queensland Intellectual Property means all Intellectual Property Rights owned or licensed by Business Chamber Queensland or any Related Entity of Business Chamber Queensland.

Business Chamber Queensland means the Queensland Chamber of Commerce & Industry Limited ACN 009 662 060.

Business Day means a day on which banks are open for business in Queensland and excludes a Saturday or a Sunday or a public holiday.

Claim means a claim, notice, demand, action, proceedings, litigation, investigation, judgment, damage, loss, Costs, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether known or unknown or whether based in contract, tort, statute or arising in equity and whether involving a third party or a Party to these Event Terms and Conditions.

Event means:

- (a) an event listed at this link: <https://www.businesschamberqld.com.au/news-and-resources/webinars-and-events/>; and
- (b) an event listed in the above link where the Event Participant and any Attendee physically attends the event.

Event Content means any documents, materials, forms, presentation materials, or any other thing that is provided to an Event Participant during the Event or a Webinar.

Event Terms and Conditions means these terms and conditions as amended from time to time.

Event Participant means a person who participates in an Event or Webinar, or on whose behalf another person attends the Event or Webinar on their behalf. In these Event Terms and Conditions a reference to “you” or “your” is a reference to the Event Participant.

Fee means the amount payable to Business Chamber Queensland by an Event Participant or on the Event Participants behalf for a particular Event or Webinar.

Food Allergy means sensitivity to a to Food which causes the body to react in an adverse manner when the body comes into contact with it or it is consumed by a person.

Food means a solid or liquid substance which is consumed (whether by eating or drinking) by a human to provide nutritional support, and includes alcohol.

Intellectual Property Rights means all and any patents, patent applications, trademarks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, whether registered or unregistered, and including all applications and rights to apply for any of the same now or in the future.

Law includes, in Australia or any other jurisdiction:

- (a) any law, regulation, authorisation, ruling, judgment, order or decree of any authority; and
- (b) any statute, regulation, proclamation, ordinance or by-law.

Party means a party to these Event Terms and Conditions.

Related Entity has the same meaning as that term is given in section 9 of the *Corporations Act* 2001 (Cth).

Site means the premises and other place on or about which the Event is to be held

Webinar means:

- (a) a virtual / online event that is listed at this link: <https://www.businesschamberqld.com.au/news-and-resources/webinars-and-events/>; and
- (b) a virtual / online event which the Event Participant and any Attendee do not physically attend, but rather, attend virtually. A Webinar includes an audio/audio-visual recording.