

- 2.4) In the event of a termination of a registration under clause 2.3, prior to the commencement of the Event, or on site or during the Event, the Organiser will not be liable for any expenses or costs, whether direct or indirect, arising from such a termination.
- 2.6) The Organiser reserves the right to make alterations to the arrangements of Event as published, either before or during the Event, without any liability.

3) DELEGATE OBLIGATIONS:

Delegates understand and agree:

3.1) Cancellations

- a) The Organiser reserves the right to cancel the Event in the event it receives an insufficient number of registrations or for any other reasonable grounds, with no liability for any costs incurred by a Delegate, including without limitation, travel costs, hotel costs, or any other costs or expenses of the Delegate whatsoever.

3.2) Catering

No food or drink may be brought into the Venue from outside by Delegates, except with permission of the Organiser.

3.3) Delegate Representation and Conduct

- a) At all times during the Event Duration, Delegates must comply with all laws and without limiting the foregoing:

- 1) Not take onto or cause to be taken into the Venue any dangerous or hazardous goods.
- 2) Not cause any damage to the Venue.
- 3) Not take any photos or record or transmit any audio or visual material, data or information in respect of the Event without the written consent of the Organiser.

3.4) Risk and Responsibility

- a) Delegates participate in, and occupy and use the Venue, at their risk. The Organiser will not be liable to a Delegate, for any Loss howsoever arising and regardless of whether any claim be based in contract, tort, equity or otherwise, and whether for any loss of life, personal injury, damage to or loss of property, or loss of business or economic loss which may be suffered or sustained by the Delegate in or about the Venue or due to its participation in the Event.

- b) The release in paragraph (a) will not apply to the extent of any negligence or deliberate act of the Organiser or their employees, contractors or agents.

- c) Delegates must:

- 1) indemnify and hold harmless the Organiser to the extent that any Loss is caused solely, or contributed to, by:

- i. any failure of a Delegate to perform or observe any of these Terms or any relevant law;
- ii. any default by a Delegate of these Terms; or
- iii. any negligence of a Delegate or their respective employees, contractors or agents; except to the extent of any negligence, wilful or deliberate act of the Organiser or their employees, contractors or agents;

- 2) use reasonable endeavours to mitigate any Loss; and

3) not do or allow to be done anything which might increase any Loss or increase the risk of any Loss occurring.

d) To the extent permitted at law, all conditions, warranties and guarantees implied into a Contract or imposed by statute are excluded.

(e) To the extent the Organiser has any liability to a Delegate under any implied or statutory condition, warranty or guarantee which cannot be excluded, to the extent permitted by law, the Organiser can limit such liability at its option to:

- i. in the case of goods supplied by it to: (i) replacement of the goods or the supply of equivalent goods; (ii) repair of the goods; (iii) payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) payment of the cost of having the goods repaired;
- ii. in the case of services supplied by it to: (i) supplying of the services again; or (ii) payment of the cost of having the services supplied again.

3.5) Other Compliance

Delegates must also observe and comply with all reasonable requests, instructions or directions of the Organiser or any of its staff.

3.6) Copyright, Photography & Filming

- a) For promotional purposes, there may be a professional photographer and video production taking place during the Event. Delegates who do not wish to be filmed or recorded should advise the Event Manager by email at Imuston@busvic.asn.au.
- b) All Delegates acknowledge that the material presented at an Event is copyrighted and cannot be re-used without the written express permission of the Organiser.
- c) All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited.
- d) Delegates consent to filming, sound recording and photography of the event as an attendee and consent to the use by the Organiser of any such recording or photography anywhere in the world for promotional and other purposes.

4) FORCE MAJEURE:

In the event that the Event is cancelled or delayed due to a *force majeure* event and through no fault of the Organiser or the Venue including but not limited to fire, flood, labour disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slow-downs or disputes, then the Organiser will not be liable for any cost, damage or expense which may be incurred by a Delegate under these Terms.

5) GENERAL:

- 5.1 These Terms shall be construed in accordance with and governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of Victoria.
- 5.2 If a court, arbitrator, tribunal or other authority determines that a sentence, paragraph or clause of this contract is unenforceable, illegal, or void, then it must be severed and the other provisions of these Terms remain operative and binding upon the parties.
- 5.3 The parties agree that nothing in these Terms shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between them.