



2020 Tickets Terms and Conditions

IMAGE RELEASE:

In registering for this event, delegates:

- (a) Acknowledge and agree that photographs or audio or video recordings containing the image, voice or likeness (Recordings) of delegates (including you) may be taken, captured or made by Harcourts Group Australia or any officer, director, employee, agent, subcontractor or volunteer of Harcourts Group Australia (Personnel);
- (b) Give unconditional and irrevocable consent for Harcourts Group Australia and its Personnel to use the Recordings and any information previously provided by delegates to Harcourts Group Australia (including any personal information or other content) (Content) in perpetuity without restriction as to changes or alterations, and to disclose any personal information that is contained in any Recording or Content, to any person and via any medium for promotional, news, on-line/multimedia, research and/or educational purposes or otherwise for the purposes of providing delegates with promotional offers, special catering and physical requirements, name tag creation, event options or any other matter which Harcourts Group Australia may deem relevant to the event;
- (c) Acknowledge and agree that delegates are not entitled to any remuneration, royalties or any other payment from Harcourts Group Australia in respect of the use of any Recordings or Content;
- (d) Acknowledge and agree that as between delegates and Harcourts Group Australia, Harcourts Group Australia is the sole legal and beneficial owner of all intellectual property rights in and attaching to any Recordings and consent on an irrevocable, worldwide and perpetual basis, to the infringement of all moral rights delegates may have in and to any such Recordings;
- (e) Acknowledge and agree that Harcourts Group Australia may assign or transfer the benefit of the consent given under these conditions to any person; and
- (f) Release, discharge, and hold harmless, Harcourts and its Personnel from any, and all liability for any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) (Losses) that they may hereafter have by reason of anything contained in the Recordings or Content. Should a delegate not agree to these conditions, they must advise Harcourts in writing events@harcourts.net.



2020 Tickets Terms and Conditions

LIABILITY:

Delegates acknowledge and agree that their attendance/participation at the event is at their own risk. Delegates are advised to effect their own insurance to cover all risks including (but not limited to) costs of travel, accommodation, fees, personal property, health and medical expenses, injury, death and all other risks. Delegates hereby release and hold harmless Harcourts Group Australia and its Personnel from any liability for any Losses suffered by delegates in relation to their participation in the event (including for the avoidance of doubt travel to and from the event). Nothing in this clause limits or excludes liability: (a) for personal injury or death caused by negligence; (b) for fraud; or (c) to the extent such limitation or exclusion is not permitted by applicable law, and such terms are severable and do not invalidate the remaining terms.

To the extent permitted by the law, delegates indemnify Harcourts Group Australia and its Personnel against any Losses incurred or suffered by any of them which arise out of, are caused by, are attributable to or result from any breach of these terms and conditions, breach of any warranty or any wrongful or negligent act or omission by the delegate.

COLLECTION AND USE OF INFORMATION:

In registering for this event, delegates acknowledge that any confidential or personal information provided by delegates to or is collected by Harcourts Group Australia in connection with the event will, subject to the below clause, be dealt with by Harcourts Group Australia in accordance with its privacy policy which is available at <https://harcourts.com.au/content/privacypolicy>

Furthermore, Harcourts Group Australia may record or use any information delegates provide for the purpose of conducting the event, including but not limited to providing those details to any sponsors, exhibitors, designers, printers, venues and accommodation providers associated with the event or such other relevant third parties. Should you wish 'opt out' from your details being passed on to such third parties, please advise Harcourts in writing events@harcourts.net.

SPECIAL DIETARY OR PHYSICAL REQUIREMENTS:

Will not be catered for unless requested before the event registration closing date. Please indicate any requirements on your registration form or email with your specifications.

CANCELLATION OF EVENT:

If the event is cancelled by Harcourts Group Australia due to the unlikely event of an earthquake, flood or other natural disaster, delegates will receive a full refund of their event registration payments.



2020 Tickets Terms and Conditions

REFUND POLICY:

Please purchase carefully as no refunds will be offered.

RESPONSIBILITY:

Harcourts will use reasonable efforts to ensure that delegates attendance at the event will be as comfortable and enjoyable as possible. Harcourts provides the event on the condition that Harcourts Group Australia, its employees, delegates, agents and sub-contractors cannot be held liable for any loss, damage or inconvenience, however arising, experienced by delegates at the event, including while travelling to or from the event venue, hotel and their office/home location.

GENERAL:

- (a) Delegates acknowledge that Harcourts Group Australia may withdraw your right to participate in or otherwise cancel the event at any time in its absolute discretion and that any such decision by Harcourts Group Australia will be final and binding and no correspondence will be entered into in this regard. Should this occur, Harcourts Group Australia will provide delegate/s with a full refund of their event registration payments, and to the extent permitted by law, Harcourts Group Australia will not be liable to delegates for any other Losses suffered.
- (b) If any provision or part of a provision of these terms and conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (c) Should any provision of these terms and conditions be held to be unenforceable, such provision will be deemed severed from these terms and conditions without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.
- (d) Harcourts Group Australia reserves the right to make amendments to these terms and conditions from time to time at its sole discretion and without notice.
- (e) These terms and conditions are governed by the laws of Queensland, Australia and Harcourts Group Australia and all delegates irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.