

The use of this Website is subject to these Terms and Conditions (inclusive of Our standard Terms and Conditions for the supply of Goods and Services, Privacy Policy, Refund Policy any other documents referred to herein) which constitutes the full contract between the contracting parties.

Please read these Terms and Conditions carefully before You use the Website.

By using the Website, You indicate that You have, effective upon the date on which You have used the Website, read, accepted and agreed to be bound by these Terms and Conditions.

If You do not agree with these Terms and Conditions, You should cease using the Website immediately.

## PREAMBLE

### 1. Preamble

1.1 All Services of Octomedia Pty Ltd, whether gratuitous or not, are supplied subject to these Terms and Conditions and:

- (a) The provisions of Part I shall apply to the provision of all and any Services provided for all parties.
- (b) The provisions of Part II shall only apply to the provision of Services in respect of Events.
- (c) The provisions of Part III shall only apply to the provision of Subscription Services.

## PART I - GENERAL CONDITIONS

### 1. Definitions

- 1.1 **"We", "Us", "Our" or "Ourselves"** means Octomedia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Octomedia Pty Ltd.
- 1.2 **"Subscriber", "You", "Your" or "Yourself"** means any person/s (end user) being of the legal age of eighteen (18) years and the person who purchases a Ticket to an Event and/or registers as a Subscriber.
- 1.3 **"Access Details"** means the pieces of confidential information (such as usernames and passwords) supplied by Us to You and/or the Client, that are used to facilitate the use of the Services.
- 1.4 **"Client"** means the person/s, entity or any person acting on behalf of and with the authority of the Client requesting Us to provide Our Services (including but not limited to, creation of the directory/platform for use by You and/or all administration Services associated with coordinating an Event).
- 1.5 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.6 **"Cooling-Off Period"** means a set time period within which You have the right to cancel a Subscription Agreement without penalty.
- 1.7 **"Event"** means any Event (including but not limited to, Inside Retail Live, exhibitions, conferences, workshops, Gala Dinner (Retailers Awards), women in leadership breakfast, pitch fest, and/or bespoke Events that Our Client engages Us to organise.
- 1.8 **"Event Content"** means all information, images, and other content posted on this Website by Us related to Events.
- 1.9 **"Event Page"** means a webpage that We create that includes the Event Content, terms and conditions for purchase, registration and Ticket booking functionality that can be accessed via a web browser or mobile device web browser.
- 1.10 **"Event Organiser"** means Octomedia Pty Ltd, who has been engaged to organise a scheduled Event on behalf of the Event Host, which shall include all necessary advertising and ticketing.
- 1.11 **"Incidental item(s)"** means goods and/or services that may be purchased or sold through this Website to be supplied and/or provided by Us to You, as specified on Our Website.
- 1.12 **"Internet Booking Fee"** means the fee (including but not limited to, the email and SMS fees payable (plus any GST where applicable) that We charge You for buying a Ticket to an Event through any channel on the Internet or mobile device using Our Website.
- 1.13 **"Charges"** means the Charges payable (plus any Goods and Services Tax (GST) where applicable) for the Services as agreed between Us, Your or the Client in accordance with clause 30 below and shall be Australian dollars (\$AUD) unless otherwise specified.
- 1.14 **"Services"** means the provision of Services in utilizing this Website Platform to promote Our Services by enabling You to communicate via this Website Platform for Services such as: Event publishing, Event registration, Ticket Buyer registration, online and retail store ticketing systems, web site content management components (including but not limited to, subscribe form, calendar, picture gallery), database customer relationship management software and/or other Services via the Internet and/or mobile device, as described on the invoices, or any other forms as provided by Us to You or the Client and/or Services (which includes any advice or recommendations, graphic design, consultancy, marketing assessment and planning, brand development, integration or strategies, analysis, project management or service/media sourcing, etc.) at the Client's request from time to time (where the context so permits the terms 'Incidental Items' or 'Services' shall be interchangeable for the other).
- 1.15 **"Subscription Agreement"** means the Agreement between Us and You for the purpose of Services provided by Us under a Subscription Agreement, subject to clause 6, for a specified period, as agreed between the two parties.
- 1.16 **"Subscription Fee"** means a paid subscription for the supply of Services (including but not limited to, digital and print magazines and/or digital newsletters) provided by Us to You via this Website and shall be in the currency as indicated on the specific Octomedia Website.
- 1.17 **"Ticket"** means a ticket to an Event purchased through Our Website.
- 1.18 **"Ticket Price"** means the price for each Ticket.
- 1.19 **"SNT"** means any Social Network Tool being a social media platform and/or application which is accessible on the internet through the World Wide Web and which provides multimedia content via a graphical user interface (including, but not limited to Facebook, Twitter, LinkedIn, Pinterest, etc.).
- 1.20 **"Prohibited Content"** means any content on any advertising media that:

- (a) is, or could reasonably be considered to be, in breach of the Broadcasting Services Act 1992 (Cth); the Competition and Consumer Act 2010 (Cth); or any other applicable law or applicable industry code; or
- (b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
- (c) is, or could reasonably be considered to be, in breach of any person's Intellectual Property Rights.

- 1.21 **"Personal Information"** means any information that identifies or can be used to identify You or the Client, directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, or other demographic information.
- 1.22 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, seller information and pricing details.
- 1.23 **"Website"** means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.

## **2. Acceptance**

- 2.1 We reserve the right to change any of the Terms and Conditions displayed on this Website (including our Privacy Policy) at any time by notifying You or the Client through this Website that We have done so. By continuing to use this Website it shall be deemed that You and/or the Client agree to be bound by the amended terms and conditions as notified and posted on the Website:
- (a) in order to use Our Website, the Client, Subscriber and/or the Ticket Buyer requires to register an account via the Website;
  - (b) the Client, Subscriber or the Ticket Buyer must notify Us immediately if they become aware of any unauthorised use of an account;
  - (c) the Client, Subscriber or the Ticket Buyer must ensure that all the account information is accurate and up-to-date at all times;
  - (d) the information provided when registering must be true, accurate, current and complete in all respects; and are not impersonating any other person or entity;
  - (e) all parties are responsible for maintaining the confidentiality of their password and account details and any activities that occurs under that account. We shall not be liable to any person for any issues which may arise as a result of any failure by a Client, You and/or Your agent to protect their password or account logins;
  - (f) **false emails:** We will never ask a party to confirm any account or credit card details via email. If an email is received claiming to be from Us asking for such information, should not be replied to in the first instance but forward such an email request to Us so that the business may advise the relevant authorities;
  - (g) the Client, You and Our employees must ensure that they treat each other with respect and dignity. Failure to comply with this obligation may result in termination of the Client's and/or Your account.
- 2.2 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

## **3. Change in Control**

- 3.1 The Client shall give Us not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client's business and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by Us as a result of the Client's failure to comply with this clause.
- The Client cannot change or transfer to a different ownership. New Clients have to register.

## **4. Compliance with Laws**

- 4.1 All parties represent and warrant that their use of this Website will comply with all applicable laws and regulations (including but not limited to, EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws") and the Australian Privacy Policy Act 1988 (including the Privacy Amendment (Notifiable Data Breaches) Act 2017) or any other applicable laws.

## **5. Intellectual Property**

- 5.1 We shall retain all legal and equitable rights in the Products and Services, and all material (including any trademarks) posted on the Website by Us, irrespective of origin, unless otherwise agreed.
- 5.2 You may not reproduce, copy, transmit, publish, edit, upload, or deal with in any way whatsoever, any material posted by Us (or other customer) on the Website, unless by the express prior written permission by Us.
- 5.3 You warrant that they shall not use the Website in any manner that infringes the copyright, or any other intellectual property, of any other person or entity, and agree to indemnify Us against any action taken by a third party against Us in respect of any such infringement
- 5.4 You undertake to acknowledge Our designs or drawings in the event that images of the Incidental Items are utilised in advertising or marketing material by You.
- 5.5 You agree that We may (at no cost) use for the purposes of marketing or entry into any competition, any Incidental Items which We have created for You.

## **6. Limitation of Liability**

- 6.1 Whilst We, in providing the Products and Services, shall make all effort to ensure their reliability, We disclaim any liability whatsoever for any loss or damage caused by Your use of, or reliance on, the Services or Products (including any decision made, or action taken by You in

- reliance upon any such information contained on, or omitted from the Website, and whatsoever content and/or material is contained therein), including, but not limited to, any representations made by Us, or servants of Ours, concerning the Products, Website and/or Services.
- 6.2 Any content and/or material posted on the Website does not represent Our views and is not endorsed by Us. This clause extends to cover any claims in connection with any actual, or anticipated, use and enjoyment of the Website, and any inability to use and enjoy the Website.
- 6.3 Specifications and information provided on this Website are given in good faith based on our knowledge, experience, or information provided to Us by manufacturers and/or suppliers, or derived from sources believed to be accurate at the time the information is received by Us, therefore it is recommended, if You have any concerns as to the suitability of Goods or Services provided through this Website in respect of the use of the Products or Services or their suitability for a particular use that You contact Us or seek external professional opinion.
- 6.4 Any liability whatsoever, howsoever incurred, in any form of action on Our part, shall be limited, subject to the maximum extent possible on a reasonably arguable view of the law, to the value of the consideration provided by Us.
- 6.5 You agree to indemnify, and will keep indemnified, Us against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by Us in connection with:
- (a) any breach of these terms and conditions by You;
  - (b) any negligent act or omission by You;
  - (c) an actual or alleged breach of any law, legislation, regulation, by-law, ordinance or code of conduct by Us which occurs as a consequence of the content contained on the Website.
- 6.6 We cannot, and do not, guarantee or warrant the availability of files for downloading from the Website or delivered via electronic email through the Website will be free from infection, viruses, worms, Trojans or other code that manifest contaminating or destructive properties. You shall be responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data.

## **7. Privacy Policy**

- 7.1 We are committed to protecting Your Privacy in accordance with Australian Privacy Principles. We also recognise that when You choose to provide Us information about Yourself that You trust Us to act responsibly and in Your best interests therefore We have the following policies in place to protect Your personal information.

### **Storing Your Information**

- 7.2 We will take all reasonable steps to ensure that Your information held by Us is accurate up-to date, complete, applicable, is not misleading and will only be used for the purposes stated in this document and/or Our Privacy Policy. We will maintain security safeguards to protect Your information and will take all reasonable steps to ensure that Your information is not disclosed to any unauthorised person or entity.

### **Securing Your Information**

- 7.3 When making a transaction through this Website Your information will pass through a **secure server using SSL** (secure sockets layer) encryption technology. The encryption process ensures that Your information can not be read by or altered by outside influences.

### **Information We Collect**

- 7.4 When You request Goods or Services We may collect Personal Information supplied by You when You complete an online form in order to facilitate the purchase of Goods and/or Services. Such information will enable Us to process Your transactions efficiently, analyse our Website services and enable Us to provide a higher level of customer service (which may include informative or promotional activities).
- 7.5 We may also collect the following information/tracking data for statistical purposes and to help Us understand how to make Our Website more available and user friendly for You and to measure the success of any advertising activities We may under take:
- (a) Your IP address.
  - (b) The date and time of Your visits to Our Website.
  - (c) Your clicks and activity on this Website.
  - (d) The referring Website if any through which You clicked through to this Website.
  - (e) Technical information on Your browser, device and operating systems.

### **Information We Release**

- 7.6 We will only release information about You as authorised by Yourself, required by law or where required in order for Us to provide Goods or Services to Yourself e.g to third party suppliers, or delivery companies. Where supplied to such third parties the information provided will only be sufficient for the third party to perform their services and may not be used by them for any other purpose.
- 7.7 We will not release Your information for any purpose which You could reasonably expect us not to release the information.
- 7.8 Except as detailed above We do not share, give, sell, rent, or lease information to third parties and Your Personal Information will only be disclosed to those employees within Our organisation who have a need to know in order to ensure You are provided with information about Our products and Services or to request Goods and/or Services through this Website.
- 7.9 Under the Privacy Act legislation You can ask to see any information We may hold about You and You also have the right to have any inaccuracies in the same corrected by Us. We will comply with any such requests to the extent required by the Privacy Act legislation within fourteen (14) days of the receipt of Your request. We may ask you to verify your identity in order to help us respond efficiently to your request.

## **8. Other Data Protection Rights**

- 8.1 You may have the following data protection rights:
- (a) To access, correct, update or request deletion of Personal Information. We will take all reasonable steps to ensure that the data We collect is reliable for its intended use, accurate, complete and up to date.

- (b) In addition, individuals who are residents of the European Economic Area “EEA” can object to processing of their Personal Information, ask to restrict processing of their Personal Information or request portability of their Personal Information. You can exercise these rights by contacting Us using the contact details provided in the "Questions and Concerns" section below.
- (c) Similarly, if Personal Information is collected or processed on the basis of consent, the data subject can withdraw their consent at any time. Withdrawing Your consent will not affect the lawfulness of any processing We conducted prior to Your withdrawal, nor will it affect processing of Your Personal Information conducted in reliance on lawful processing grounds other than consent.
- (d) The right to complain to a data protection authority about the collection and use of Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the EEA are available at [http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm).

## 9. Questions & Concerns

- 9.1 If You have any questions or comments, or if You have a concern about the way in which We have handled any privacy matter, please use Our contact form via this Website to send Us a message. You may also contact Us by postal mail or email at:

### For EEA Residents:

For the purposes of EU data protection legislation, Amie Larter is the Data Protection Officer (DPO) of Your Personal Information. Our Data Protection Officer can be contacted at: [privacyofficer@octomedia.com.au](mailto:privacyofficer@octomedia.com.au)

### For Non-EEA Residents:

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#### Attention: Privacy Officer

[privacyofficer@octomedia.com.au](mailto:privacyofficer@octomedia.com.au)

Postal Address: PO Box R217, Royal Exchange NSW 1225

## 10. Cookies

- 10.1 We and Our partners may use various technologies to collect and store information when You use this Website, and this may include using cookies and similar tracking technologies, such as pixels and web beacons. These web beacons track certain behavior such as whether the email sent through the Website was delivered and opened and whether links within the email were clicked. They also allow Us to collect information such as the recipient's:
- (a) IP address, browser, email client type and other similar details;
  - (b) Tracking Website usage and traffic;
  - (c) Reports are available to Us when We send email to You, so We may collect and review that information.
- 10.2 These cookies **do not read Your hard drive** but may be stored on Your hard drive to enable Our Website to recognise You when You return to the same.

## 11. Mailing Lists

- 11.1 If at any time You are on a mailing list of Ours then You may request to be removed from the same and We will comply with Your request if there is no unsubscribe button provided then please contact Us with Your request using the “Contact Us” section of this Website.

## 12. Returns, Damaged or Defective Goods and/or Services

- 12.1 Our policy in relation to Returns, Damaged or Defective Goods and/or Services shall be in accordance with Our standard Terms and Conditions and Returns Policy (displayed on this website) for the supply of Goods and Services.

## 13. Copyright and Trademarks

- 13.1 The contents of this Website are at all times the copyright or trademark property of either Ourselves, Our suppliers or linked third parties and You may not distribute, reproduce, display, publish any trademark or other content of this Website for any purpose whatsoever without the prior written approval of Us, Our suppliers or linked third parties (each as applicable). Furthermore You agree to indemnify Us against any claims, costs, damages or losses incurred by Us should You fail to comply with clause.

## 14. Advertisers and Linked Sites

- 14.1 The display on Our Website of any advertiser or the provision of a link to third party Websites does not constitute Our endorsement of either the advertiser or third party provider or any of their Website content or business practices. As We do not have any control of the content of any third party Websites, access to such Websites is at Your sole risk and We recommend that You thoroughly review the terms and conditions of use and the Privacy policies of any third party Website immediately once You access such a Website.
- 14.2 We shall accept no liability in regards to any dealings, promotions or activities between Yourself and advertisers or third party providers.

## 15. Specifications and Information

- 15.1 Specifications and information provided on this Website are given in good faith based on Our knowledge, experience, or information provided to Us by manufacturers and/or suppliers, or derived from sources believed to be accurate at the time the information is received by Us, therefore it is recommended if You have any concerns as to the suitability of Goods or Services provided through this Website in respect of the use of the Goods or Services or their suitability for a particular use that You contact Us or seek external professional opinion.

- 15.2 You acknowledge and accept that colours of items displayed on the Website may not reflect the true and actual colour of such items as this may be affected by external influences such as the quality of images supplied to Us for use, or the quality, age or settings on Your monitor. If colour is a major factor in Your decision making We recommend You contact Us before purchase.

## **16. On-Line Ordering**

- 16.1 You acknowledge and accept that:
- (a) display on the Website does not guarantee the availability of any particular Goods and/or Services; therefore, all orders placed through the Website shall be subject to confirmation of acceptance by Us (confirmation email will be sent upon placement of an order)
  - (b) when making a transaction through the Website, Your information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by Us and/or displayed on the website. The encryption process ensures that Your information cannot be read by or altered by outside influences;
  - (c) if You are not the cardholder for any credit card being used to pay for a Ticket to an Event, We shall be entitled to reasonably assume that You have received permission from the cardholder for use of the credit card for the transaction.
- 16.2 We reserve the right to terminate Your order if We learn that You have provided false or misleading information, interfered with other users or the administration of Our business, or violated these terms and conditions.

## **17. Continuous Service**

- 17.1 Due to the inherent nature of Websites We cannot guarantee uninterrupted or continuous availability of this Website and as such We cannot warrant against delays or errors in transmitting data between You and Us including orders, and You agree that to the maximum extent permitted by law, We will not be liable for any losses which You suffers as a result of online-ordering not being available or for delays or errors in transmitting orders and You accept that the Website may also be unavailable from time to time for maintenance or scheduled upgrades. Where able We shall give You advanced warning of the same. We shall accept no liability in relation to Website downtime whether scheduled or otherwise.

## **18. Termination of Use**

- 18.1 These terms and Your access to Our Website may be terminated by Us (at Our sole discretion) at any time without notice or any requirement to give You a reason why. In the event of termination under this clause We shall have no liability to You whatsoever (including for any consequential or direct loss You may suffer).

## **19. Jurisdiction**

- 19.1 This Website (excluding any linked third party sites) is controlled by Us from Our principal business premises in New South Wales, Australia. Our servers are located in Australia, so Your information may be transferred to, stored, or processed in Australia. It can be accessed from countries around the world to the extent permitted by the Website. As each country has laws that may differ from Australia, by accessing this Website, You agree that the laws and statutes of Australia shall apply to any dealings, actions or claims arising out of, or in relation to, this agreement, or Your use of this Website, irrespective of any conflict with any laws and statutes applicable to Your country of domicile.
- 19.2 In addition, We or Our subcontractors may use cloud technology to store or process Personal Information, which may result in storage of data outside Australia. It is not practicable for Us to specify in advance which country will have jurisdiction over this type of offshore activity. All of Our subcontractors, however, are required to comply with the Australian Privacy Act in relation to the transfer or storage of Personal Information overseas.
- 19.3 You further acknowledge and agree that the filing of a claim against Us (if any) must be made in Australia in which Our principal business premises in Australia is domiciled and shall be subject to the jurisdiction of the Sydney Courts of New South Wales, and that any legal proceedings will be conducted in English.
- 19.4 We make no representation that Goods or Services offered through this Website are appropriate, available or suitable for use in countries outside of Australia, and accessing any material or content from, or through, this Website which is illegal in Your country of domicile is strictly prohibited.

## **20. Service of Notices**

- 20.1 Any written notice given under this Agreement shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
  - (b) by leaving it at the address of the other party as stated in this Agreement;
  - (c) by sending it by registered post to the address of the other party as stated in this Agreement;
  - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Agreement (if any), on receipt of confirmation of the transmission;
  - (e) if sent by email to the other party's last known email address.
- 20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

## **21. Client's Responsibilities**

- 21.1 The Client will, in addition to any other obligations expressed in this Contract, have the following responsibilities:
- (a) ensure that all advertising materials are delivered at Us without any expenses being incurred by Us;

- (b) provision of all content (including data, logos, designs and/or graphic and related materials) to be incorporated into the publication and/or SNT communications and/or Web Site within five (5) business days of being requested by Us or prior to the deadline;
  - (c) provision of any other information, ideas or suggestions which are to be expressly considered by Us in developing the publication and/or SNT communications; and
  - (d) to ensure that content supplied to Us does not contain Prohibited Content, a link to any web site that contains Prohibited Content, or any viruses, trojan horses, worms, time bombs, cancel bots or any other software program or routine designed for or capable of interfering with the operation of the SNT.
- 21.2 We will not be responsible for, and accept no liability for, any deficiency or alleged deficiency in the SNT communications which is attributable to:
- (a) incorrect information provided by the Client, either pursuant to this clause or otherwise; or
  - (b) failure by the Client to provide relevant information, either pursuant to this clause or otherwise; or
  - (c) any third-party products and/or services used by Us in placing the SNT communication.

## **22. General**

- 22.1 The failure by the either contracting party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.2 We shall be under no liability whatsoever to You for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by You and/or the Client arising out of a breach by Us of these terms and conditions.
- 22.3 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 22.4 All parties acknowledge and warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Agreement creates binding and valid legal obligations on them.
- 22.5 **Message Boards:** We provide Message Boards for the use of Our Website users. The Message Boards may not be used to promote Websites or any commercial or business activity. We are not responsible for any of the opinions expressed in the Message Boards. By posting a message to the message board You agree to take full legal responsibility and liability for your comments, including for offensive or defamatory statements.
- 22.6 **Feedback/Rating:** You may be required to rate certain aspects of Your overall experience with Us, which such feedback/rating will be prompted through Our Website or email. Feedback is provided for the purpose of facilitating trading by You on Our Website. If You do not participate in such feedback/rating when requested We reserve the right (without limiting any of Our other rights herein) at our discretion, to restrict Your access to Our Website.
- 22.7 Feedback/ratings provided on other parties must not contain offensive, defamatory, retaliatory or inappropriate language or content. We may remove any feedback that is considered to be offensive, defamatory, retaliatory or inappropriate.
- 22.8 You may only give feedback that relates to a specific transaction. You must not post feedback on a transaction that does not relate to that specific transaction.
- 22.9 You must not post feedback about Yourself or include any contact details or Personal Information in Your feedback.

## **PART II – EVENT CONDITIONS**

### **23. Acceptance**

- 23.1 If You intend to transact through this Website (i.e purchase goods and/or services) then You warrant that You are at least 18 years of age, that You have the power to enter into this Agreement and You acknowledge that this Agreement creates binding and valid legal obligations upon You.
- 23.2 By You providing Your mobile number during registration for the Event, You are permitting Us to SMS to Your number up to five (5) times. Should You wish to unsubscribe, reply "remove" to the SMS.
- 23.3 You accept that **early bird discount Charges** may apply for an Event, if on-line registration and payment is completed before midnight on the specified dates or if the manual registration form is correctly completed and submitted with full and correct payment to Us, before 5pm on the specified dates stated.

### **24. Payment Options**

- 24.1 We currently accept the following credit cards:
- (a) Visa
  - (b) Mastercard

***All Charges displayed are GST inclusive and shall be in Australian Dollars, (\$AUD), unless otherwise specified***

### **25. Entry to the Event**

- 25.1 The Event is restricted to business people. The Event Organiser reserves the right to refuse entry to non-business people, such as students and people under the age of eighteen (18).

- 25.2 Any students undertaking a recognised course wishing to attend the Event exhibition should contact the Event Organiser to pre-arrange student visiting groups.
- 25.3 All visitors to the Event agree not to attempt to canvass exhibitors. Any visitors attempting to canvass exhibitors may be asked to leave.  
**ALL VISITORS ACKNOWLEDGE THAT THEY MAY BE PHOTOGRAPHED OR FILMED BY THE EVENT ORGANISER'S OFFICIAL PHOTOGRAPHER/VIDEOGRAPHER, AND THEREBY CONSENT TO THEIR IMAGE BEING USED IN PROMOTIONAL MATERIAL BY THE EVENT ORGANISER.**
- 25.4 The Event Organiser reserves the right, in its sole discretion, to limit or deny access to an Event to any entity or individual. The Event Organiser's receipt of an application and/or payment does not constitute acceptance. Application and payments that are not accepted will be returned.

## **26. Ticketing Confirmation**

- 26.1 You will receive Our confirmation via Our Website, upon receipt of payment and;
- (a) the confirmation email will be sent to You with a unique order number; and
  - (b) We generate an html door list that includes unique order details for each Event that can be printed.

## **27. Substitution and Refunds**

- 27.1 If You are unable to attend the Event and wish to substitute another attendee in Your place, You must contact Us to arrange the replacement prior to the Event by giving thirty days written notice.
- 27.2 All transfers are up to Our discretion. If suitable notification is not received within the timeframe stated, We reserve the right to refuse the substitution.
- 27.3 Where We are notified in writing that a **refund** is requested, the following conditions will apply:
- (a) Within twenty-one (21) days of the Event, fifty (50%) percent of the Ticket Price, will be refundable;
  - (b) Within ten (10) days of the Event, no refund will be granted.

## **PART III – SUBSCRIPTION CONDITIONS**

## **28. Subscription Acceptance**

- 28.1 These terms and conditions are deemed to be accepted upon receipt of payment and/or placement of an order. A confirmation email receipt will be issued upon receipt of payment for a full twelve (12) month Subscription or part thereof as agreed.
- 28.2 Unless accessing monthly, quarterly or other direct debit facilities, all Subscription Fees must be paid in advance.
- 28.3 An invoice will be sent to You before the Subscription renewal date which is payable prior to Your renewal date for Subscription Fees paid annually.
- 28.4 Subscriptions may be suspended or terminated if Your payment is not received within seven (7) days of Subscription renewal date.
- 28.5 Changes to Subscription Fees will be made at the time of annual renewal of the Subscription.
- 28.6 We reserve the right to change, from time to time, the Services available to registered Subscribers.
- 28.7 Upon acceptance of a Subscription, You acknowledge and agree:
- (a) all accounts with Us are settled within the agreed terms; and
  - (b) failure to maintain Subscription Fees will result in restricted access to Our Website, until such time as the Subscription Fees due are paid and up to date; and
  - (c) that all information supplied to Us for Subscription consideration is truthful and accurate. In the event that upon verification, any supplied information be found to be inaccurate or untruthful We reserve the right to reject or cancel the Subscription;
  - (d) You are prohibited from violating or attempting to violate any security features of the Website, including, without limitation, accessing content or data not intended for You, logging onto a server or account that You are not authorised to access;
  - (e) attempting to probe, scan, or test the vulnerability of the Website or any associated system or network, or to breach security or authentication measures without proper authorisation;
  - (f) interfering or attempting to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the Website, overloading, "flooding," "spamming," "mail bombing," "hacking," or "crashing";
  - (g) using the Website to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;
  - (h) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Us in operating the Website;
  - (i) any violation of system or network security by You may subject You to civil and/or criminal liability.
- 28.8 Notwithstanding clause 27.7, We have the final decision to approve, decline, suspend or cancel a Subscription of any Subscriber as We see fit in the interest of Our business.
- 28.9 None of Our agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by Octomedia Pty Ltd or Our official spokesperson in writing, nor are We bound by any such unauthorised statements.
- 28.10 We may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Agreement by so doing.

## **29. Subscription Period**

- 29.1 Subject to a Cooling-Off Period of five (5) business days, the Subscription Period shall commence, provided:

- (a) You have accepted the terms and conditions of this Agreement, as per clause 27.1; and
  - (b) the Subscription and payment requirements have been successfully fulfilled by You.
- 29.2 Irrespective of whether You utilise the Services during the Subscription Period, or not, We shall not issue a refund on any Subscription Fees, unless You are granted such right under the Cooling-Off Period provisions or any applicable Australian legislation.
- 29.3 Subscriptions are for an agreed period commencing on the date Your registration is accepted or part thereof as agreed and shall continue automatically for a renewed term, unless You sends Us written notice that You do not want it renewed giving at least thirty (30) days' notice before the end of the subscription.
- 29.4 Failure by You to maintain Your Subscription Fee, as agreed shall allow Us to reserve Our right to suspend the Services in accordance with clause 31.4.

### **30. Subscription Fees and Payment**

- 30.1 At Our sole discretion, when You purchase a Subscription (print, digital or via another platform) from Us, the Subscription Fee shall be:
- (a) the price as indicated at the time of the order; and
  - (b) You thereby agree and accept:
    - (i) to the billing frequency, at the time You place Your order; and
    - (ii) any discounts offered will not be backdated or applied retrospectively.
- 30.2 Payment may be made by electronic/on-line banking, or by any other method as agreed to between Us and You.
- 30.3 You shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to You by Us nor to withhold payment of any invoice because part of that invoice is in dispute.
- 30.4 Receipt by Us of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Our ownership or rights in respect of the Services, and this Subscription Agreement shall continue.
- 30.5 Unless otherwise stated the Charges does not include GST. In addition to the Charges, You must pay to Us an amount equal to any GST We must pay for any supply by Us under this or any other agreement for providing Our Services. You must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as You pay the Charges. In addition, You must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.

### **31. Errors & Omissions**

- 31.1 All parties acknowledge and accept that We shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by Us in the formation and/or administration of this Subscription Agreement; and/or
  - (b) contained/omitted in/from any literature (hard copy and/or electronic) supplied by Us in respect of the Services.
- 31.2 In the event such an error and/or omission occurs in accordance with clause 30.1 and is not attributable to the negligence and/or willful misconduct by Us; You or the Client shall not be entitled to treat this Subscription Agreement, as repudiated nor render it invalid.

### **32. Default and Consequences of Default**

- 32.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Our sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 32.2 If the Client or You owe Us any money either party shall indemnify Us from and against all costs and disbursements incurred by Us in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Our contract default fee, and bank dishonour fees).
- 32.3 Further to any other rights or remedies We may have under this Agreement, if You have made payment to Us, and the transaction is subsequently reversed, You shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Us under this clause 31 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to Your obligations under this Agreement.
- 32.4 Without prejudice to any other remedies We may have, if at any time You are in breach of any obligation (including those relating to payment) under these terms and conditions We may suspend, terminate or unlimited access may be revoked the supply of Services to You. We will not be liable to You for any loss or damage You suffer because We have exercised Our rights under this clause.

### **33. The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")**

- 33.1 Nothing in this Subscription Agreement is intended to have the effect of modifying, or contracting out of, any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 33.2 Liability of Octomedia Pty Ltd arising out of any one incident, for any implied breach of these terms and conditions by the Competition and Consumer Act 2010 or howsoever arising, is limited to any of the following as determined by Us:
- (a) rectifying the Services; or
  - (b) supplying the Services again; or
  - (c) paying for the Services to be supplied again.
- 33.3 If We are required to rectify, re-supply, or pay the cost of re-supplying the Services under clause 32.2 or the CCA, but is unable to do so, then We may refund any money You have paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to You which were not defective.



**34. Confidential Information**

- 34.1 Both parties agree to:
- (a) use the Confidential Information of the other party only to the extent required for the purpose it was provided; and
  - (b) not copy or reproduce any of the Confidential Information of the other party in any way; and
  - (c) only disclose the other party's Confidential Information to:
    - (i) employees and contractors who need access to the information and who have agreed to keep it confidential; and
    - (ii) its legal advisers and insurance providers if those persons undertake to keep such information confidential.
- 34.2 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request, unless required by law to retain it.
- 34.3 Confidential Information excludes information:
- (a) generally available in the public domain (without unauthorised disclosure under this Subscription Agreement); or
  - (b) required by law, any stock exchange or regulatory body to be disclosed; or
  - (c) received from a third party entitled to disclose it; or
  - (d) that is independently developed.
- 34.4 The obligations of confidentiality shall survive the finalisation or discontinuance of any contract between You, the Client and Us.

**35. Cancellation**

- 35.1 Either party to the Subscription Agreement may, cancel these terms and conditions or cancel provision of the Services at any time after the end of the Subscription Agreement term by giving thirty (30) days' notice to the other party.
- 35.2 We may, in addition to their right to cancel under clause 31.4:
- (a) do so at any time:
    - (i) prior to the commencement of the Services, by giving notice to You, in the event We determine it is not technically, commercially or operationally feasible to provide the Services to You; and
    - (ii) in the event You materially breaches these terms and conditions, and such breach is not capable of remedy.
- 35.3 You may cancel the Subscription Agreement for breach if, We materially fail to :
- (a) provide the Services as agreed and fails to remedy the breach within twenty (20) days of receiving notification of the failure from You; or
  - (b) meet any other obligations stated in the Subscription Agreement and does not remedy that failure within twenty (20) days of receiving notification of the failure from You; and
  - (c) You accept that We shall be entitled to claim from You, all monies due and payable up to the date of termination.
- 35.4 **Subscription Agreement:**
- (a) all payments shall fall due, as per the payment schedule; and
  - (b) to terminate the Subscription Agreement on, or after the current agreed term, You must give Us not less than thirty (30) working days' notice prior to the current anniversary date of the Subscription Agreement; and
  - (c) if You do not terminate the Services on the expiry of the current term, the Services shall renew for another similar term, however, should You not wish to renew but did not provide the appropriate notice prior to the anniversary renewal date, You must within seven (7) days of the renewal date provide Us with the notice to terminate the renewed Subscription, You will then be only liable for Charges due up the date of termination, inclusive of the thirty (30) days' notice period; or
  - (d) where in the event of the premature termination of Subscription Agreement by Us, as a result of default by You, You shall be responsible for the immediate payment of the following sums:
    - (i) all monies due and payable up to the date of termination; and
    - (ii) all other sums owing by You under the Subscription Agreement due directly as a result of the default and termination of the Subscription Agreement, which shall be calculated on the basis of any substantiated costs reasonably incurred by Us, or a minimum of twenty percent (20%) of the remainder of the Fees under the Subscription Agreement, whichever is the lesser, where a fixed term applies (to cover such costs imposed by Our third party suppliers that form part of, the Subscription Agreement, without any margin added by Us thereto).