

Event Terms and Conditions

This Agreement is between Veterans Off The Streets Australia – VOTSA Ltd (“VOTSA”) (ABN 46 613 632 045) and each customer and registrant (you, your, member) who has purchased, including by coupon, a ticket to attend an event or has registered a group to attend an event or is a member of a group attending an event.

1. Introduction

- 1.1 This agreement also incorporates the Veterans Off The Streets Australia – VOTSA Ltd Site Terms and Conditions, Privacy Policy, and Conditions of Sale Policy. These policies contain important information, and should be read before proceeding with your booking
- 1.2 You must take the time to read and understand this Agreement before proceeding with your booking. By proceeding and making payment by purchase, you are agreeing to these terms and conditions.
- 1.3 By entering this event, registrants consent to their personal information being recorded by VOTSA.

2. Customer and Registrant Acknowledgement

By agreeing to these terms and conditions, you release VOTSA, from all claims connected with participation in the event. You indemnify VOTSA, sponsors, volunteers, and employees involved in this event directly or indirectly against all liability for negligence and for any and all injury, loss or damage connected with the registrant’s participation.

3. Group Registrations

- 3.1 The person making a group registration (customer):
 - (a) warrants that he/she has the authority to do so on behalf of each of the named persons in the group and in doing so, binds those persons to these terms and conditions; and
 - (b) agrees to be responsible for the cost of each registration which they make on behalf of the group.

3.2 It is the customer's obligation to forward all relevant information, including these terms and conditions, provided by VOTSA about the event to each registrant prior to the event. VOTSA will not be held liable for the failure of the customer to provide relevant event information to registrants within a reasonable time frame.

3.3 The customer acknowledges that their personal information such as full name and email address will be provided to members of the group for purposes of administering the group registration.

4. Online Payments

4.1 VOTSA prefers payment by Visa or MasterCard at time of registration. Payment card processing fees are passed on to the customer at time of processing the payment and are non-refundable.

4.2 All credit card and debit card payments are processed through the secure eWAY interface and are hosted by eWAY after processing. VOTSA does not retain your credit card details.

5. Offline Payments

5.1 Unless otherwise agreed between VOTSA and the customer, payments made by Money Order, cheque or direct deposit into VOTSA's bank account, must be received by VOTSA within 5 days of lodgement of the registration form with VOTSA and prior to the registration cut off date whichever is the earlier.

5.2 Registrations made using the Offline Payment mode will receive an email providing details of the registration and an invoice detailing the status as "Pending". A "Paid" invoice will not be provided until payment is made in full and the funds cleared.

5.3 If payment in full is not received within 5 days or prior to the registration cut off date, your registration will be cancelled.

6. Transaction Emails and Confirmation

6.1 For a registration to be valid, you must complete the entry form, accept these terms and conditions and pay the required entry fee prior to the commencement of the event.

6.2 Bookings are confirmed by issuing a "Paid" invoice only when full payment is received and funds cleared.

6.3 Within 24 hours of a credit or debit card payment, or in the case of an offline payment, the funds being cleared, you will receive an email to the email address you provided with confirmation and details of your booking and the invoice marked " Paid".

6.4 You must notify VOTSA immediately if there have been any mistakes with your booking, or if you have not received the payment email within 24 hours of payment.

7. Event Entry

7.1 The invoice marked “Paid” is the ticket to the event and must be produced at the event to gain entry.

7.2 The person making the group booking, must ensure each member of the group receives a copy of the “Paid” invoice and advises each group member a copy of the “Paid” invoice must be produced to gain entry to the event.

7.3 Entry to the event is only valid as detailed on the “Paid” invoice and is not transferable.

8. Unlawful re-sale of tickets and Use

Bookings and tickets to events are not transferrable and cannot be resold without VOTSA’s written approval. The unlawful resale or attempt to resell a booking and/or ticket is grounds for seizure and cancellation of the booking without refund or compensation. Bookings and/or tickets at events shall not be used for advertising, promotions, contests or sweepstakes, without written authorisation by VOTSA.

9. Registrants Obligations

9.1 VOTSA reserves the right to refuse entry to, or to remove from an event any persons, in its absolute discretion, including, but not limited to, for failure to comply with these Terms and Conditions or if in the opinion of VOTSA your conduct is unlawful, offensive, represents a security risk, nuisance or annoyance to others and to the running of the event.

9.2 Any person who causes a disturbance or who refuses to comply with reasonable requests from VOTSA will be removed from the event and may be excluded from attending future VOTSA events.

9.3 You agree to comply with all reasonable instructions issued by VOTSA its officers, directors, employees, volunteers and agents at the event.

9.4 You are responsible for your personal security, the security of your family and your valuables as you would at any public function or public space.

9.5 Pets are not permitted, except in case of assistance dogs. Registrants with assistance dogs must advise the event organisers upon registering for the event.

10. Fitness for the Event

10.1 Registrants accept that participation in an event is at their own risk and they accept that participating may involve some risk of injury or death including but not limited to: over exertion, dehydration and accidents with other registrants or the general public.

10.2 For events with first aid officers organised by VOTSA, registrants agree to abide by any advice given by the event first aid officers regarding their health.

10.4 Registrants consent to receive and pay for any medical treatment, including transport by ambulance, required before, during or after the event.

11. Cancellations and Refund Policy

11.1 Should your circumstances change and you are unable to attend an event, you must contact VOTSA immediately in writing by post or email to the address provided in clause *Address for Notifications*.

11.2 When making the written notification please provide your name and the payment details as described in clause 11.6.

11.3 Due the nature of some events, specific event notification time frames for cancellations, the Final Cancellation Date, are provided for each event and are noted on the invoice and/or in specific terms and conditions or other information for that event.

11.4 VOTSA may refund to you the purchase price of your registration less any reasonable administration and processing fees, as determined by VOTSA, if cancellation advice is received before the Final Cancellation Date.

11.5 No refunds will be given for cancellations received after the Final Cancellation Date.

11.6 Refunds will only be processed to the credit card or bank account of the individual, organisation or institution from which the payment was received. Should your payment have been received by cheque, money order or direct deposit into VOTSA's bank account, you will be required to provide your bank details to enable a direct deposit when making your written notification to VOTSA.

12. Modification, Postponement, Cancellation of the Event or any part of the Event

12.1 VOTSA reserves the right at any time to:

- (a) change the format, participants, content, location and time or any other aspects of the event;
- (b) postpone the event or any part of the event; or

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- (c) cancel the event or any part of the event, and to the extent permitted by law, will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you as a result of, or in relation to, VOTSA modifying, postponing or cancelling the event or any part of the event.

12.2 Should an event be cancelled by VOTSA:

- (a) for reasons outside its control, VOTSA may retain the purchase price and will not be required to make any refund of the purchase price; or
- (b) for reasons other than as set out in clause 12.2(a), a partial refund will be made to participants, net of any out of pocket expenses already incurred by VOTSA.

12.3 If an event is cancelled after it has commenced, you will not have the right to receive a refund on tickets.

12.4 Should an event be postponed VOTSA will offer the original purchase price as credit towards the rescheduled event date. If the registrant is unable to attend the rescheduled date the purchase price refund will be made less any processing fees or charges and costs for any part of the event undertaken as determined by VOTSA.

12.5 VOTSA will endeavour to process refunds within 14 days.

13. Recordings

13.1 In registering for VOTSA events registrants grant permission to VOTSA, its agents and others working under its authority, to take and to have full and free use of video/photographs containing their image/likeness. It is understood these images may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for VOTSA.

13.2 You acknowledge that you may be filmed, sound recorded and/or photographed by VOTSA, media or any other party at the event and VOTSA may use or approve the use of a Recording for any purpose and in any way whatsoever. The Recordings identifying you may be published online and be accessible over the internet from anywhere in the world, including on VOTSA's website, newsletters, social media and marketing materials. You understand and acknowledge that:

- (a) VOTSA may provide the Recordings to third parties (such as journalists, advertising agencies and media outlets) for use or distribution;
- (b) VOTSA will own all rights in the Recordings; and
- (c) You will not receive any payment in relation to the use, publication or distribution of any Recordings.

13.3 By being present at the event, you:

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- (a) consent to being photographed, videoed or recorded and to VOTSA using, publishing and distributing (including online) the Recordings in any form or media and for any purpose; and
 - (b) agree not to make any claim against VOTSA, and release VOTSA from any liability relating to the Recordings and/or publication, distribution and use of the Recordings in any form or media.
 - (c) You agree that you are not entitled to remuneration, residuals, royalties or any other payment from VOTSA in respect of their image/likeness or its use. You release, discharge, and hold harmless, VOTSA and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the Recordings.

13.4 In the event that you do not wish to be filmed, sound recorded and or photographed by VOTSA at an event it is your obligation to advise VOTSA of your concerns in writing prior to the event

13.5 Registrants consent to royalty-free use of their image, photographs, video and comments in any publications and marketing in relation to this event by event organisers.

14. Communications

14.1 When we communicate with you we will generally do so by email or phone. You agree that email and phone communications are contractually binding in the same way as properly signed and dated documentation sent by post.

14.2 You agree to keep your email, phone and contact address up to date by informing VOTSA at events@votsa.org.au or by telephone to 1800 VOTSA OZ.

15. Additional items

15.1 Except as required by law, VOTSA is not liable for any loss, inconvenience, damage, consequential expense, injury, delay or any other claim in relation to:

- (a) Changes to event information, programme, speakers, performers or performance dates, including the cancellation or rescheduling of events;
- (b) Actions or omissions on the part of independent contractors or others outside of VOTSA's control, who supply products and services in connection with events;
- (c) Unknown or unforeseen defects in any venue, vehicle, device or material used in connection with the events purchased; or
- (d) Venue/promoter policies or legal regulations including, but not limited to dress standards, bans on cameras and recording devices, the responsible service of alcohol and safety regulations; or

16. Address for Notifications

By post

Veterans Off The Streets Australia – VOTSA Ltd
PO Box 309
CIVIC SQUARE ACT 2608

By email

events@votsa.org.au

17. Force Majeure

VOTSA will not be liable for any delay in performing our obligations if such delay is caused by circumstances beyond our reasonable control.

18. Applicable Law

18.1 This Agreement shall be governed by and construed in accordance with the laws of the Australian Capital Territory.

18.2 The parties agree that the Courts of the Australian Capital Territory have jurisdiction over any legal disputes arising from this Agreement.

19. Severability

If any part of these terms are found to be void or unenforceable then those terms will be severed and the remaining terms will remain in force and constitute the agreement between you and VOTSA.

20. Transfer and Assignment

VOTSA reserve the right to transfer or assign the personal information, content and rights that we have in relation to you to any third party acquirer of our business.

21. Waiver

VOTSA's failure to exercise or enforce any right under these terms will not constitute a waiver of any such right.

22. Dispute Resolution

In the Event of a dispute arising out of or in connection with these terms or any contract between you and VOTSA, then you agree to attempt to settle the dispute by engaging in good faith with VOTSA in a process of mediation before commencing arbitration or litigation.