

## Terms and conditions of registration and attendance

**This Event:** *SMRT Australia and New Zealand Chapters Magnetic Moment Meeting to be held online Saturday 20 November 2021.*

The following terms and conditions apply to Your registration for, admission to, and continued attendance at and participation in this virtual Event:

- 1. Expert Events enters into this contract as agent for the Host:** These terms and conditions form a contract between You and Expert Events Pty Ltd (ABN 35 619 941 561) ("We", "Us", "Our") as agent for and on behalf of the *International Society for Magnetic Resonance in Medicine (ISMRM)* ("Host"). All of Our obligations, rights and remedies under this agreement are obligations, rights and remedies of the Host. To the extent that this agreement confers a benefit, right or remedy on the Host, it is intended that We shall also have the benefit of it and the right to exercise or enforce it.
- 2. Your capacity:** You enter into this agreement in Your own personal capacity, and also for and on behalf of
  - (a) any business or organisation which You represent or which employs You;
  - (b) any other person(s) for whom You complete registration for the Event (a "Third Party"), and You warrant that You:
    - (c) have the express authority of any such business, organisation or Third Party to enter into this agreement on its/their behalf;
    - (d) have provided a copy of this agreement to Your employer and/or to such Third Party; and
    - (e) have the consent of the Third Party to provide his/her personal information to Us and the Host.
- 3. Full payment required:** Full payment, in cleared funds and in Australian dollars, of the registration fee, applicable GST, and all other monies due and payable in connection with Your attendance at this Event must be made by credit card at the time of Your registration to attend/participate in the Event, or by electronic funds transfer by the date:
  - (a) that is 14 days from the date of registration;
  - (b) on which the Event commences; or
  - (c) if You are seeking "early-bird" registration, by the closing date for payment set out in this website, but in any case, no later than 14 days from the date of registration,whichever is earliest. You will be denied access to the Event if Your attendance fee is not paid in full, as provided above.
- 4. Non-attendance:**
  - (a) Subject to clauses 5, 6 and 18, if You do not, or are unable to, attend/participate in this Event for any reason, You will not be entitled to a refund of any monies paid in connection with Your registration and neither We nor the Host will be liable for any losses You incur.
  - (b) The *Frustrated Contracts Act 1978* (NSW) and other legislation concerning frustration of contract, do not apply to this agreement.
- 5. You may not cancel Your registration:** As the Event is a fully virtual Event and as all sessions are recorded and can be subsequently accessed by You, once You have registered for this Event, You may not cancel Your registration.
- 6. Cancellation or postponement of the Event by the Host:**
  - (a) The Host reserves the right to cancel or postpone the Event at any time in its sole discretion and for any reason, including circumstances beyond its control.
  - (b) If the Event:
    - (i) is cancelled:
      - A. reasonable endeavours will be made to notify You and details of cancellation will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event; and



- B. subject to proof of purchase, a refund of monies actually received is Your sole entitlement in the event of cancellation and neither We nor the Host will be liable for any losses You incur as a consequence of such cancellation, including but not limited to loss of enjoyment; and

(ii) is postponed:

- A. reasonable endeavours will be made to notify You (in this clause a "Variation Notice") and details of the postponement will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event;
- B. on receipt of a Variation Notice, at Your option You may:
- notify Expert Events that You cannot, or do not wish to, attend/participate in the Event as postponed, in which case, subject to proof of purchase, a refund of monies actually received is Your sole entitlement and neither We nor the Host will be liable for any losses You incur as a consequence of such postponement, including but not limited to loss of enjoyment; or
  - notify Expert Events that You wish to attend/participate in the Event at its new (postponed) date(s), in which case, the monies paid by You will be retained,

and if, within 14 days of the date of the Variation Notice, You do not notify us in writing under paragraph B of this sub-clause, You are deemed to have registered for the Event at its new (postponed) date(s) on these terms and conditions and the monies You have paid will be retained as payment for the Event as postponed;

and

- (c) The parties agree that the sole rights and consequences of cancellation and variation are

set out in this agreement. The *Frustrated Contracts Act 1978* (NSW) and other legislation concerning frustration of contract, do not apply to this agreement.

- 7. Event subject to change:** While the Host will make reasonable endeavours to stage the Event as advertised, You agree that the following may occur without liability of any kind to You:
- (a) changes to program content, its order or session times;
  - (b) changes to the speakers, entertainers and other presenters; and/or
  - (c) changes to the social program and the venue(s) for dinners and other social events, if any.

If any changes occur to the Event as advertised, reasonable endeavours will be made to arrange for reasonable substitutes, subject to availability and the circumstances that made the change(s) necessary or desirable. Notice of substantial and material changes will be placed on this website. You are responsible for checking for such notifications/alerts prior to the Event.

- 8. Your conduct at this Event:** At all times during this Event You must:
- (a) comply with clause 19 at all times;
  - (b) conduct Yourself in a reasonable, respectful, considerate and lawful manner;
  - (c) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
  - (d) not defame, any person;
  - (e) be respectful towards speakers and others expressing their opinions and refrain from causing a nuisance or interrupting or disrupting program content; and
  - (f) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host and its contractors.

We or the Host may, without liability to You, eject You from the Event and/or refuse access to the Event or any part of the Event if We or the Host, acting reasonably, consider that You are in breach of

these terms and conditions, or for any other reasonable cause.

**9. Release of liability:** You release Us and the Host from liability for any losses, costs (including legal costs and disbursements) damage or claims, including but not limited to:

- (a) personal injury of any kind, or death;
- (b) damage to, loss of or destruction of property of any kind;
- (c) damage to reputation,

except to the extent that such loss, cost, damage or claim is directly caused by Our negligence or that of the Host (but in which case, clause 10 applies).

**10. Limitation and exclusion of liability:** To the extent permitted by law:

- (a) if You claim non-compliance with a consumer guarantee applicable to goods or services supplied to You in connection with the Event, Our liability and that of the Host is limited, in the case of:
  - (i) goods, to the replacement of the goods or the cost of having the goods replaced or repaired; and
  - (ii) services, to the resupply of the services or the cost of having the services resupplied;

and

- (b) in all other cases, Our liability and that of the Host for any cause of action, including but not limited to breach of contract, negligence or other breach of duty, is limited to the sum of the monies actually paid by You in connection with Your registration for the Event and neither We nor the Host will be liable for loss of profit, loss or revenue, lost cost savings, loss of opportunity, loss of enjoyment or indirect or consequential loss of any kind.

**11. Independent contractor suppliers:** You acknowledge and agree that:

- (a) all goods and services supplied to You in connection with the Event audio-visual services and cyber-security, will be supplied by suppliers (each, a "Supplier") who are all

independent contractors of Us and/or the Host;

- (b) the views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of Us or the Host. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of their presentations, marketing collateral, advertising and their actions and omissions;
- (c) no Supplier, attendee, speaker, exhibitor, or sponsor is an employee, agent or partner of Us or the Host and neither We nor the Host is vicariously or jointly liable for their actions or omissions. Nothing in this agreement is intended to contract-out of proportionate liability legislation in any state or territory of Australia.

**12. Indemnity:**

- (a) You must indemnify and keep Us and the Host indemnified against all losses, costs and expenses (including actual legal costs and disbursements on a full indemnity basis) incurred in connection with any claim, demand, action or proceedings arising wholly or partly, directly or indirectly, from Your act or omission, and whether such claim, demand, action or proceeding is founded wholly or partly on:
  - (i) Your unlawful act or omission, negligence or other tort, breach of contract (including this agreement), or other breach of duty or any cause of action whatsoever; and/or
  - (ii) any term of a contract by which We or the Host are made liable for Your act or omission, or otherwise. You acknowledge and agree that Your actions and omissions may make Us or the Host liable to third parties, including under indemnities.
- (b) You acknowledge and agree that:
  - (i) the indemnity in this clause 12 is not Our or the Host's exclusive remedy; and
  - (ii) any loss or liability We or the Host incur to any third party, as a direct or indirect consequence of Your act or omission, whether or not We or the Host have

assumed such liability contractually, is a reasonably foreseeable loss recoverable by Us from You.

**13. Your breach may cause us liability to third parties:**

You acknowledge and agree that:

- (a) Your negligence, other tort or breach of this Agreement may cause us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We or the Host may have to third parties, such as other attendees, speakers, suppliers, exhibitors at, or sponsors of, the Event; and
- (b) Any loss or liability We incur to any other third party, as a direct or indirect consequence of any such negligence, other tort or breach of this Agreement by You, is a reasonably foreseeable loss recoverable by Us from You.

**14. Virtual (on-line) participation in the Event:** If You register to participate in this Event, or any part of it, You agree that:

- (a) it is Your responsibility to ensure that You have appropriate technology, internet connectivity and speed to participate;
- (b) neither We nor the Host are liable for any interruption, delay sound or picture quality problems You may experience because Your technology is inadequate or because of internet or power interruptions, or internet speed, or other connectivity problems You may experience;
- (c) You are not entitled to a refund if You are unable to participate, or if the quality of Your participation is diminished, because of the matters referred to in paragraphs (a) and (b) of this clause;
- (d) You will comply in all respects with clause 8 of this Agreement and with any rules, protocols or other directions made or published by Us, the Host or the virtual session leader as to such on-line participation, whether published or issued in writing or orally;
- (e) If/when You post questions or messages to others participating by virtual means, Your personal information may be shared with those persons; and

- (f) You warrant that the home/work environment in which You access the Event is safe and free of risk to Your health and safety.

**15. You must not record the on-line program content:**

You must not make recordings, videos or films of any of the program content displayed at the Event. Without limiting the foregoing, You must not reproduce, republish, sell, transmit, distribute or otherwise commercially exploit any program content of the Event, in any manner whatsoever.

**16. Guests and other Third Parties:** If You register a Third Party (see the definition in clause 2) for this Event, You must ensure that the Third Party complies with these terms and conditions of registration and attendance.

If You are a guest of a registrant for the Event or other Third Party, it is a condition of Your access to and continued on-line attendance at, and participation in, the Event, that You agree to these terms and conditions of registration and attendance and that You comply with them. If You do not agree to these terms and conditions of registration, attendance and participation, please notify Us and Your name will be removed from the guest list.

**17. Privacy and electronic messages:**

- (a) You consent to Our collection, use and disclosure of Your personal information, including sensitive information as defined in the *Privacy Act 1998 (Cth)*, as set out in our Privacy Policy and Collection Statement. You acknowledge that You have accessed those documents by the links provided in this website.
- (b) You consent to receiving commercial electronic messages from sponsors and exhibitors of the Event, to which We may disclose Your personal information, including Your contact information.

**18. Assignment (transfer) of Your registration:** You may transfer Your registration for this Event to a person (the "Transferee"), provided that the Transferee agrees to be bound by these terms and conditions in such manner as We require. If a transfer of a registration is made under this clause, no refund of registration fees will be payable.

**19. Governing law:** These terms and conditions are made under and governed by the laws applicable in Queensland, Australia, and You accept the non-exclusive jurisdiction of the courts of that place.