

Event Booking Terms and Conditions

1. Event Booking Purchase Policy Terms

- a. All Purchasers and Guests accept these Event Booking Terms from BN by:
 - i. completing the Event Booking Purchase Form;
 - ii. accepting the benefit of an Event Booking; and/or
 - iii. attending an Event.
- b. By accepting an invitation to, or attending an Event, all Invitees accept these Event Booking Terms from BN.
- c. Where a Purchaser has purchased an Event Booking for a Corporate Table then the Purchaser is responsible for:
 - i. providing a copy of these Terms to all Corporate Guests; and
 - ii. ensuring compliance with these Terms by all Corporate Guests.
- d. BN may update these Terms at any time by updating them. Any update will apply to all Event Bookings purchased after such update.

2. Pricing, Availability, and Fees

- a. All Event Booking places to Events are subject to availability on a first come first served basis.
- b. Event Booking confirmation links will be delivered electronically.
- c. All purchases are in Australian Dollars \$AUD.
- d. Any administrative, processing or service fee charged by BN will be listed at the time of an Event Booking purchase.
- e. Any fees or costs associated with the method of payment will be solely borne by the Purchaser.

3. Personal Information

- a. All information provided to BN will be handled in accordance with our privacy policy.
- b. Personal information provided in the Booking Purchase Form or at any Event (including business cards) may be used by BN.
- c. The Purchaser, Booking Contact and each Guest consents to the use by BN of the personal information and agrees that BN may disclose and use those details for the purpose of BN providing the information to event partners and participants, providing the contact with information in regard to BN goods or services, the promotion and marketing of its business, or those of a third party which BN believes may be of interest to the contact.
- d. If you do not want the details to be used for these purposes, please contact the BN Events Team.

4. Forwarding, Transfer or Exchange of Event Bookings

- a. If the Purchaser or any Guest (except an Invitee) wishes to forward or transfer an Event Booking to another party, they can do so by editing their booking online via the electronic link provided up until bookings close.
- b. Any forwarding or transfer of an Event Booking of an Invitee is in the absolute discretion of BN.
- c. No forwarding or transfers of any Event Booking will be made within 48 hours prior to the Event except in the absolute discretion of BN.
- d. Event Bookings are purchased for a specific Event and cannot be exchanged for a booking to an alternative Event.

5. Cancellations by Guests

- a. If you are unable to attend, please contact the BN Events Team in writing at least 14 days prior to the event date for a full refund to be issued.
- b. Refunds will not be issued for cancellations after the 14 day deadline except in the absolute discretion of BN.

6. Event Cancellations and Rescheduling Events

- a. In the event that BN or a Venue cancels an Event, due to any reason, then BN, in its absolute discretion may either:
 - i. postpone the Event, retain the purchase price of the Event Booking and reschedule the Event for a later date; or
 - ii. cancel the Event and, subject to clause 6.d, refund the Event Booking purchase price to the Purchaser.

- b. In the event that a Guest cannot attend a rescheduled or substituted Event, then BN will use all reasonable endeavours to provide a refund in respect to that Guest's Event Booking.
- c. Although BN will use reasonable endeavours to provide a like for like substitute Event, any postponed Event may change in nature, length and Venue.
- d. In the event that:
 - i. the Event is cancelled for reason outside of the control of BN; and
 - ii. BN cannot obtain a full refund from any Venue or in respect to any costs or expenses expended by BN for that Event, any refund amount to a Purchaser shall be reduced by such non-refundable costs.

7. Special Requirements

- a. Except as specifically provided by the Purchaser in the Booking Purchase Form, BN is not liable for seating arrangement or dietary requirements of any Guests.
- b. BN will provide all seating and dietary requirements to the relevant Venue and is not liable for any error made by the Venue as to any seating or dietary requirement of any Guest.
- c. The Venue may determine seating layouts for any Event.

8. COVID-19

- a. The safety of our guests, our employees and our community is the first priority for BN.
- b. We encourage attendees to refrain from attending an event if experiencing any cold or flu-like symptoms, even if mild.
- c. We ask that Guests ensure that they remain informed of the latest COVID-19 updates and announcements. We note that requirements for attendance to BN events may change without notice in line with changes in public health measures and requirements from the WA State Government.

9. Limitation of Liability

- a. Every Guest attends an Event at their own risk.
- b. BN is not liability for any claim, loss or damage of any kind whatsoever, whether indirect or direct, arising from or relating to:
 - i. any loss, injury or damage to any person or Guest at an Event (save for death or personal injury caused directly by BN's negligence);
 - ii. personal arrangements and expenditure, including travel, accommodation, hospitality and other costs undertaken or incurred by any Guest;
 - iii. any loss of enjoyment or amenity, including where an Event has been cancelled, rescheduled or altered;
 - iv. any act or omission by any Venue or any employee, contractor or officer of any Venue;
 - v. any denial of entry to, or removal from, any Venue;
 - vi. loss of or damage to personal property taken to an Event; or
 - vii. transmission of COVID-19 and other infectious diseases which may be transmitted at an Event.
- c. Where liability cannot be excluded by law the maximum liability that BN will have to any Guest or purchaser is the face value of the Event Booking purchased.
- d. Nothing in these Terms is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited.
- e. Each Guest agrees to indemnify and hold indemnified BN against any claim, loss or damage of any kind whatsoever, whether indirect or direct, arising from or relating to any breach of these Terms by them.
- f. Each Purchaser of a Corporate Table agrees to indemnify and hold indemnified BN against any claim, loss or damage of any kind whatsoever, whether indirect or direct, arising from or relating to any breach of these Terms by each Corporate Guest associated with that Purchaser.

10. Recording and Publishing

- a. Each Purchaser and Guest acknowledge that all content and material produced by BN at any Event belongs to BN and is subject to Australian and/or international copyright laws including but not limited to the Copyright Act 1968 (Cth).
- b. Any reproduction or adaption of material (in any format whatsoever) that was used at, shown at, or created for, any Event and subsequently used by a Guest for media, advertising or other commercial purpose, must acknowledge and credit BN as owner and creator of such material.
- c. When disseminating any material owned or created by BN, any trademark or name or indicia belonging to BN must not be removed or obscured.
- d. BN reserves the right to take all steps necessary to prevent the unauthorised use, copying reproduction, distribution or exploitation of any part of the material or content owned or created by BN.
- e. Each Guest grant permissions to BN to utilise their image, actions and statements recorded at any Event in any medium (regardless of whether used during or after the Event) without further authorisation or compensation.

11. Venue Conditions of Entry

- a. All Guests must comply with the relevant conditions for entry at the Venue of any Event.
- b. Any Venue conditions should be checked by the Purchaser and Guests but may include (but are not limited to):
 - i. limitations on photographic, video or audio recording equipment for any purpose other than private non-commercial purposes;
 - ii. limitation of smoking except in designated areas;
 - iii. prohibition or confiscation of certain items including alcohol, drugs and controlled substances;
 - iv. agreement to be searched (including, without limitation, bags, clothes or other possessions) on entry;
 - v. if a Guest is deemed to be, or potentially be, affected by the consumption of alcohol or drugs the Guest may be refused service or refused entry to, or ejected from, the Venue;
 - vi. if a Guest engages in disruptive, indecent or obscene behaviour the Guest may be refused entry to, or ejected from, the Venue;
 - vii. non-compliance with Venue dress standards;
 - viii. compliance with any health directions or guidelines issued by the Government Western Australia and the Federal Government in regard to COVID-19 or other infection disease; and/or
 - ix. compliance with all safety protocols and directions by the Venue's authorised persons.
- c. BN reserves the right to enforce any each and every condition in clause 11.b and any other Venue condition.

12. Definitions and General

a. Definitions

Booking Contact means the patron nominated as being the "Contact Person" when making an Event Booking;

Booking Purchase Form means this online form that the Purchaser or the Booking Contact has completed to make the Event Booking;

BN means Business News Pty Ltd ABN 73 009 193 140, trading as Business News and includes all employees, contributors, partners and licensors as the context may require;

Corporate Table means a table of multiple Guests purchased by a single Purchaser;

Corporate Guest means a Guest who is the party nominated by the Purchaser of a Corporate Table to attend the Event, either as notified to BN when the purchase was made in the Booking Purchase Form, or a substituted Guest;

Event means the event for which the Event Bookings are sold or otherwise provided;

Event Booking means a booking purchased from, or otherwise provided by, BN for one or more Guests to attend an Event;

Guest means the person holding the benefit of an Event Booking and/or attending the relevant Event either being an individual Purchaser, a Corporate Guest or an Invitee;

Invitee means a person who is invited to attend an Event, but does not hold a paid Event Booking;

Purchaser means the person, corporation or entity purchasing an Event Booking for one or more Guests from BN;

Terms means these BN Event Booking Terms and Conditions; and

Venue means the venue at which the Event will be held.

b. Notices

Service of any information or notice by email on the Booking Contact associated with any Event Booking or Corporate Table shall be deemed effective service on each and every Guest associated with that Booking Contact.

c. Severability

If any provision of these Terms is deemed to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

d. No Waiver

No waiver of any provision of these Terms shall be deemed to be a further or continuing waiver of such provision or of any other provision. Any failure to assert any right under these Terms shall not constitute a waiver of such right.

e. Governing Law

These Terms and any issues arising under these Terms will be governed by and construed in accordance with the laws of Western Australia, Australia. You agree to submit to the exclusive jurisdiction of the courts of Western Australia, Australia.

13. Contact Business News Events Team

If you have any queries please contact the Business News Events Team on 9288 2100 or email events@businessnews.com.au.