

# Capricorn Convention 2024

Terms and Conditions

## **You agree to these Conditions**

1. You are deemed to have agreed to these Conditions if you:
  - a. return a Registration Form to us; or
  - b. consent to being listed on a Registration Form as an Attendee; or
  - c. request to attend, accept an invitation to attend, or attend Convention.
2. You are responsible for ensuring that Attendees comply with these Conditions and you will be liable for any failure of an Attendee to do so.

## **COVID-19**

3. Whilst COVID-19 restrictions have eased, there is the potential that Convention may become subject to COVID-19 safety requirements in accordance with public health advice and/or government restrictions.
4. If you do not comply with any safety requirements, directions or guidelines that may be put in place in response to COVID-19, and the directions of our or venue representatives regarding them, you may be committing an offence and may be denied entrance to or removed from Convention.
5. You must not attend Convention if:
  - a. you are an active COVID-19 case; or
  - b. you have any of the following symptoms: a sore throat, fever, cough, shortness of breath, or loss of sense of smell or taste.
6. You must advise us immediately if during Convention you:
  - a. become an active COVID-19 case; or
  - b. have any of the following symptoms: a sore throat, fever, cough, shortness of breath, or loss of sense of smell or taste;

where you may be required to not enter, or isolate within, any venue used for Convention. In such circumstances we will do our best to liaise with you and any third party providers to try and make alternative arrangements for you as may be required.

7. By attending Convention, you acknowledge that, even with rigorous measures in place, there remains a risk of transmission of viral illnesses, including COVID-19, at this time and you have considered that risk and your own personal circumstances, including any health conditions or

vulnerability you may have or that of any other person whom you will be in close contact with following Convention. You acknowledge that for a small number of people viral illnesses, including COVID-19, have very serious health consequences. By attending Convention, you acknowledge and accept these risks.

### **We make bookings on your behalf**

8. We may arrange for Capricorn Travel to make accommodation and other bookings for Convention with service providers (e.g. hotels) on your behalf as an agent only. Neither we nor Capricorn Travel are responsible for the goods or services provided by service providers. You may request Capricorn Travel make further arrangements for you, such as flights, which are not part of Convention.
9. All bookings made by Capricorn Travel are subject to the *Capricorn Travel Terms and Conditions* which are available on request or may be viewed at <https://www.capricorn.coop/terms-conditions> under "Capricorn Travel – Terms and Conditions."
10. Despite not being a party to these Conditions, these Conditions confer a benefit on and are intended to be enforceable by Capricorn Travel.

### **These Conditions set out all of our obligations**

11. Subject to any warranties that cannot be excluded under Consumer Protection Law, these Conditions set out all of our obligations to you in respect of Convention. No representation, warranty, term or condition purportedly given in any document or conversation or in any other way whatsoever (and regardless of whether expressed or implied before or after your agreement to these Conditions) will extend our obligations to you beyond these Conditions.

### **Other terms and conditions may apply**

12. Bookings made on your behalf may be subject to service provider terms and conditions and local laws. Your participation in events offered at Convention may also be subject to further terms and conditions and local laws. These other terms and conditions and local laws may:
  - a. include limitations in respect of death, injury, delay, or loss or damage to property;
  - b. include provisions for denying entry, or removal from premises where you fail to follow any reasonable instructions provided to you by the representatives of the venue at which the event is held including relating to safety advice, venue security and alcohol consumption (in

particular, it should be noted that the legal drinking age in the USA is 21 years of age and therefore no Attendee under the age of 21 will be permitted to consume alcohol); and

- c. include provisions for denying entry, or removal from premises if you display recognised symptoms of a contagious illness, fail to pass any health screening or fail to adhere to any social distancing, hygiene practices or other health requirements (including any vaccinations) in place at the time of Convention.

13.If you are denied entry or removed from premises in accordance with any service provider terms and conditions or local laws as mentioned in clause 12 you will not be entitled to a refund of the Convention Price and we will not be liable for any losses, damages or expenses suffered or incurred by you as a result of the denial of entry or removal from premises.

### **Convention registration process**

- 14.To register for Convention, you must register through the EventsAir Registration Form, accessed via the myCAP portal.
- 15.Once the Registration Form has been submitted, Capricorn will seek payment of the required deposit.
- 16.If your deposit is not paid by the date specified your registration for Convention will be cancelled.

### **Convention inclusions and exclusions**

17.Other than those items listed in the Registration Form, as forming part of the Convention package all other expenses and requirements in connection with Convention must be organised by you and are at your own cost (including but not limited to additional meals, drinks, transfers, travel insurance, visas, in-room charges, flights, passports and any licences, passes, authorities or tests required to enable you to travel to Convention).

### **Requesting amendments to your registration**

- 18.You must notify us in writing if you wish to amend your registration. We will use reasonable endeavours to accommodate requested amendments, but we will not be responsible or liable if we are unable to do so.
- 19.If an amendment is made you may be charged:
  - a. an amendment fee in accordance with the *Capricorn Travel Terms and Conditions* ; and

- b. any increases in service provider charges associated with the amendment (we will endeavour to inform you of any increases in advance).

### **Making payment**

- 20. The Convention Price is payable to us by you through your Account and must be received in cleared funds in full by 12 February 2024. Tickets and other Convention documentation may be withheld until payment is received.
- 21. If you elect to pay the Convention Price in instalments, then instalments will be charged to your Account as directed in the Registration Form with the balance charged, or excess amount refunded, to your Account in February 2024.
- 22. Capricorn Reward Points are not awarded on the Convention Price.
- 23. Neither we nor Capricorn Travel will hold any money received on trust. We and Capricorn Travel may hold, use or disburse money received as each sees fit.

### **Travel insurance and Visas**

- 24. You warrant that you and all Attendees will have:
  - a. comprehensive travel insurance; and
  - b. a valid passport and all required visas and entry permits, documents or declarations,  
  
covering and permitting attendance at, and travel to and from, Convention.

### **Changes to the Convention Price**

- 25. The Convention Price is based on charges set by service providers. We cannot control these charges and they may increase (either directly, e.g. due to increases in accommodation prices, or indirectly, e.g. due to exchange rate changes). We may increase the Convention Price on notice to you to cover increases in service provider charges and you agree to pay any increases under clauses 20 to 23.
- 26. If any increases exceed 10% of the Convention Price at the time your registration was made, you may cancel your registration on notice to us and have the Convention Price paid refunded to your Account.

### **Convention dates, locations and program may change**

27. We may at our discretion change the dates or location of Convention. We will endeavour to give you reasonable notice of any change.
28. On receipt of any notice under clause 27, you may give written notice to us either cancelling your registration (in which case the Convention Price paid will be refunded to your Account) or requesting a variation to your registration (which will be dealt with under clauses 18 and 19 but no variation fee under clause 19.a) will be charged).
29. Programs of events or similar documents provided in connection with Convention are indications only and are subject to change or cancellation.

### **Adverse Events (including COVID-19) may affect Convention**

30. We may cancel Convention if we consider there to be insufficient registrations, whether due to an Adverse Event or otherwise.
31. We may change or cancel any or all parts of Convention, including cancelling, postponing or altering your itineraries and accommodation, at any time and without notice because of an Adverse Event.
32. We will use reasonable endeavours to give you notice of changes or cancellations due to an Adverse Event and to minimise disruptions arising from an Adverse Event. We will not be liable for any direct or indirect damage, cost, expense, loss, liability, or loss of enjoyment arising in any way out of an Adverse Event or changes to Convention in connection with an Adverse Event.
33. If we cancel Convention under clause 30 or 31, then the Convention Price paid will be refunded to your Account.
34. If we postpone or alter Convention you may elect to cancel your registration in which case the Convention Price paid will be refunded to your Account.
35. We will not be liable to you for any costs, damages or expenses suffered or incurred by you as a result of a cancellation, postponement, change or alteration made in accordance with clauses 30 or 31.

### **Cancellations**

36. You may cancel your registration on written notice to us.
37. If your cancellation is for one of the reasons set out in clause 6, we will refund any amounts paid by you, on the condition that you are able to provide sufficient evidence of the reason for cancellation upon request, apart from any non-refundable costs charged by third party service

providers related to your booking, including but not limited to flight and accommodation providers.

38.If your cancellation is for reasons other than those set out in clause 6, the following cancellation fees will apply:

- a. If your notice of cancellation is received by us prior to 12 February 2024, a cancellation fee equal to the deposit will be charged, this amount being a genuine pre-estimate of our losses;
- b. If your notice of cancellation is received by on or later than 12 February 2024 and we are able to resell your Convention registration a cancellation fee equal to the deposit will be charged, this amount being a genuine pre-estimate of our losses. If we are unable to resell your Convention registration you will be liable to pay the Convention Price in full and will not receive any refund.

This amount is a genuine pre-estimate of our losses based on the non-refundable payments submitted to venues and services providers used for Convention in connection with your registration.

39.We may cancel your registration immediately if you:

- a. fail to make payment to us under clauses 20 and 21 and do not rectify this within 3 days of a request by us to do so;
- b. commit a material breach of these Conditions;
- c. being a Member or Preferred Supplier at the time of registration, cease to be so prior to the Convention; or
- d. default under any arrangement between you and us, or between you and any of our related companies, including by failing to pay any amount when due under your Account including any instalment charged to your Account and do not rectify this within a reasonable timeframe, in which case a cancellation fee will be payable in accordance with clause 38.

40.No refund is payable for cancellations for any reason whatsoever after the start of Convention or for any unused accommodation, meals or other services.

41.Upon cancellation for any reason, you release and discharge us and Capricorn Travel from any further performance under these Conditions.

### **You must comply with our instructions**

42.You must comply with all reasonable instructions given by our representatives and representatives of the venues used at Convention.

43. You may be denied entry to, or removed from all or any part of Convention, if you fail to follow any reasonable instructions relating to safety, security and alcohol consumption.
44. If you breach these Conditions, including by failing to follow any reasonable instructions, you may be required to leave Convention and not re-join, and in which case you will not receive a refund of the Convention Price.

### **Photography and filming**

45. We may take photos, videos and other recordings of Convention and use your image, likeness and name in any of our promotional material.
46. Any photos, videos or other recordings you make can only be used for private and domestic purposes and cannot be commercially exploited without our prior written approval.

### **Our liability is limited**

47. To the maximum extent permitted by law, we are not responsible or liable in negligence, contract, tort or howsoever arising if you or any other person incurs, experiences or suffers an accident, direct or indirect loss including to property or person, damage, fatality, injury, psychological injury, inconvenience, loss of enjoyment, disappointment or health related issue whatsoever whilst in transit to or from Convention and/or at Convention.
48. You fully and finally release and discharge us from any liability, claim, action, right or entitlement whatsoever that you have or may have against us whether known or unknown, accrued, contingent or inchoate arising out of, concerning or relating to Convention.
49. To the maximum extent permitted by law you must bring any claims under these Conditions, or otherwise in connection with Convention, within 12 months of the end of the Convention and you agree that you cannot bring any claim after this time.
50. Nothing in these Conditions limits any right that you have that cannot be excluded under Consumer Protection Law.
51. If you are a "consumer" within the meaning of the Australian Consumer Law, then Capricorn may be taken to have given you certain guarantees in respect of the goods or services provided under these Terms that Capricorn cannot exclude or restrict by law. If Capricorn fails to comply with those guarantees, then you may have certain rights and remedies under the Australian Consumer Law. To the fullest extent permitted by



law, Capricorn's liability for any such breach of these guarantees is limited to, at Capricorn's election, Capricorn:

- a. supplying the goods or services again; or
- b. paying the cost of having the goods or services supplied again.

52. Capricorn makes no warranty against defects associated with the supply of goods or services under these Terms. However, if Capricorn is taken at law to have made any such warranty, then Capricorn is taken to have provided the following statement to a you:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to:

- cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to a refund or replacement for major failures with goods. If a failure with the goods does not amount to a major failure, you are entitled to the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

53. Nothing in these terms purports to limit the operation of a consumer guarantee imposed by law that cannot at law be lawfully limited or excluded.

### **You indemnify us for your actions**

54. You indemnify us and agree to keep us indemnified against any loss, damage, action, demand, expense, claim, fine, charge or obligation which we have or may suffer or incur by reason of or in any way consequent upon, arising out of or incidental to your breach of the Conditions, including by failing to have comprehensive travel insurance or appropriate visas and entry permits for travel, or by reason of or concerning or arising out of your conduct, act or omission at or related to Convention. This indemnity is reduced to the extent that any loss or damage contemplated by this clause arises as a direct result of Capricorn's negligence.

55. The indemnity in clause 53 is repeated by you in respect of any breach of the Conditions by any Attendee or by reason of or concerning or arising

out of the conduct, act or omission of any Attendee at or related to Convention.

### **Other conditions**

56. These Conditions are governed by the laws of the State of Western Australia and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.
57. Invalidity, illegality or unenforceability of any provisions of these Conditions does not affect any other provision.
58. For the purposes of these Conditions:
- a. you means the person applying to and/or registered to attend Convention.
  - b. Account means the trade credit account or accounts provided to you by us.
  - c. Adverse Event includes actual, anticipated or threatened events such as war, fire, natural and man-made disasters, action by government authority, political unrest, industrial dispute, terrorist action, epidemic, pandemic or health risks and associated restrictions imposed by government or other authorities, transport delays, adverse weather conditions, acts of God and failures, cancellations or amendments by providers of goods and services that are beyond our reasonable control.
  - d. Attendee means the individuals listed in your Registration Form to attend Convention and any other individuals that may be subsequently registered by you to attend, or actually do attend, Convention.
  - e. Capricorn, our, us or we means Capricorn Society Limited (ACN 008 347 313)
  - f. Consumer Protection Law means the *Competition and Consumer Act 2010* (Cth) in Australia and any similar legislation that applies in any other jurisdiction.
  - g. Capricorn Travel means Capricorn Travel Australia Pty Ltd (ACN 008 926 645).
  - h. Convention means the Capricorn convention scheduled to be held in the United States of America, Hawaii, from 5 May 2024 to 11 May 2024 and also includes, if selected, the "Convention Extension" scheduled from 11 May 2024 to 18 May 2024.

- i. Conditions means these terms and conditions.
- j. Convention Price means the total price payable by you for Convention as indicated in the Registration Form and subject to change under clauses 25 to 26.
- k. Member means a person appointed as such by us.
- l. Preferred Supplier means a person appointed as such by us.
- m. Registration Form means any form provided by us for the purposes of applying to attend Convention.