

Capricorn Events

New Zealand Terms & Conditions

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CAPRICORN EVENTS – NEW ZEALAND TERMS & CONDITIONS

Please read these terms carefully as they contain important information.

Summary of key terms

Although you should read all these terms, the following are of special importance:

- If you register for an event on behalf of any other attendees, you are responsible for their behaviour (see clause 3).
- We may cancel or postpone an event. If we do this, we will refund any event price paid by you, but are not responsible for other costs you incurred in anticipation of the event (see clauses 13 – 16).
- If you cancel, we may charge you a fee (see clauses 18 – 20).
- You must follow any reasonable instructions provided to you during the event and if you do not you may be required to leave (see clause 23).
- You give us the right to use images or recordings taken at the event, including those in which you are identifiable, for our promotional purposes (see clause 25).
- If we arrange goods and services for you that are connected with an event but provided by others (e.g. travel and accommodation), we are arranging these on your behalf and are not responsible for them (see clause 28 – 29).
- You accept that there is an inherent risk of contracting disease or illness at any place where people gather, including an event (see clause 32).

Application of these terms

1. These terms and conditions (**terms**) apply to all events offered by Capricorn Society Limited (**we, us or our**), including any function, dinner, exhibition or gathering held, organised, facilitated, promoted, managed or arranged by us (**event**).
2. These terms apply to each person (**you, your or attendee**) upon the earlier of you:
 - 2.1. submitting a registration form to attend an event;
 - 2.2. being listed on a registration form as an attendee at an event; or
 - 2.3. otherwise requesting to attend, accepting an invitation to attend, or attending an event.
3. If you are registering for, or permit to attend on your behalf, any attendees other than yourself, then you:
 - 3.1. must ensure those attendees are informed of and agree to these terms; and
 - 3.2. are responsible for all acts and omissions of attendees connected to you in respect of the event, including any failure of attendees to adhere to these terms.
4. If you are under 18 you cannot attend an event unless specifically permitted by Capricorn.

Event registration

5. To apply for an event, you must complete and provide the required registration form.
6. Registration is subject to our receipt of a correctly completed registration form and our confirmation of availability. It may also be subject to our receipt of a deposit, or the total price payable for the event.
7. We reserve the right to refuse any application to register for, or attend, any event and do not have to provide any reason for refusal.
8. If we do not confirm your registration for an event you will not be charged. If a waiting list is available for the event,

you may elect to be placed on the waiting list.

Price and payment

9. The price payable for the event will be set out on the registration form or in associated event information. The price may be subject to change. Unless otherwise stated, the price excludes GST.
10. The price is payable by you and must be received by the date on the registration form or, if no date is specified, under the payment terms on any invoice issued by us.
11. We hold no money received on trust and may hold, use or disburse money received as we see fit.
12. If we are to refund you any amount paid under these terms, the refund will be provided by way of credit to your Capricorn trade credit account originally invoiced or by electronic funds transfer at our option.

Cancellation or changes to the event

13. We may at our discretion postpone or cancel an event. This includes if we consider there to be insufficient demand for the event or if the event is affected by or at risk of being affected by occurrences such as war, fire, natural and man-made disasters, action by government authority, political unrest, industrial dispute, terrorist action, epidemic, pandemic or health risks, transport delays or reduction, quarantine, adverse weather conditions, cancellations or amendments by providers of goods and services beyond our reasonable control.
14. We will use reasonable endeavours to notify you before any postponement or cancellation.
15. If any cancellation of an event occurs, or postponement to a date on which you cannot attend, we will refund any payment received. To avoid doubt, we are not liable for any other costs, losses or expenses incurred by you associated with our cancellation or postponement of the event, including relating to travel or accommodation even when arranged on your behalf by us or Capricorn Travel Australia Pty Ltd (**Capricorn Travel**).
16. We may at our discretion vary elements of the event including by changing, adding, withdrawing, rescheduling or substituting any element of the event, including but not limited to times and dates, locations, performers, advertised programs, pricing and accommodation. We will use reasonable endeavours to notify you of any material variations to the event and to minimise disruption arising from variations.

Cancellation or changes to your registration

17. You must notify us in writing if you wish to vary your registration. We will use reasonable endeavours to accommodate requested variations but do not have to do so.
18. You may cancel your registration on written notice to us.
19. We may cancel your registration immediately and without notice if you:
 - 19.1. fail to make any payment when due;
 - 19.2. breach these terms;
 - 19.3. were a Capricorn Member or Preferred Supplier at the time of registration, but cease to be before the event; or

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- 19.4. default under any arrangement between you and us, or between you and any of our related companies, including by failing to make any payment when due.
20. If your registration is cancelled under clause 18 or 19, a refund of any amount paid will be provided less a fee equal to any irrecoverable expenses incurred by us in connection with the cancellation (for example, any non-refundable costs charged by the venue for the event). This fee may be up to or equal to the price payable for the event. Where you have requested cancellation, we will inform you of any fee before making the cancellation.
21. No refund is payable for cancellations after the start of the event or for non-attendance or for any unused accommodation, meals or other services associated with the event.
22. Upon cancellation you release and discharge us from any further performance under these terms.
29. Where we arrange such goods and services, we do so on behalf of you as an agent only. We are not responsible for the goods or services provided by the third-party providers. These goods and services may be subject to additional terms of the third-party providers. By requesting any such goods and services, you agree to comply with all applicable third-party provider terms and that we are not party to any such terms and that they apply directly between you and the third-party provider.
30. Capricorn Travel may arrange some or all these goods and services on your behalf and, if Capricorn Travel does so, these terms confer a benefit on, and are enforceable by, Capricorn Travel.

Following our instructions

23. You may be denied entry to, or removed from, the event if:
 - 23.1. your behaviour is inappropriate in the absolute and unfettered opinion of our representatives or the representatives of the venue at which the event is held;
 - 23.2. you fail to follow any reasonable instructions provided to you by our representatives or the representatives of the venue at which the event is held including relating to safety advice, use of signs, venue security and alcohol consumption;
 - 23.3. you display recognised symptoms of a contagious illness, fail to pass any health screening at the event or fail to adhere to any social distancing, hygiene practices or other health requirements in place at the event; or
 - 23.4. you otherwise breach these terms.
24. If you are denied entry to, or removed from, an event under clause 23 you will not receive a refund.

Photography and filming

25. We may take photos, videos and other recordings of the event and may use these, with your image, likeness and name, in any of our promotional material including on our websites and social media channels without further authorisation or compensation.
26. You may be prohibited from taking photos, videos or other recordings at events. Where not prohibited, any photos, videos or other recordings can only be made and used for private and domestic purposes and cannot be commercially exploited without our prior written approval.

Other terms may apply to the event

27. Where an event has its own specific terms, those terms will also apply and will prevail over these terms to the extent of any inconsistency.
28. You may request we arrange other goods and services for you in connection with an event not provided by us but provided by third-party providers. This may include, for example, travel, accommodation, freight and the production of promotional materials and displays.

Our liability is limited

31. These terms and any other specific terms that apply to an event set out all our obligations to you regarding the event. No representation, warranty, term or condition purportedly given in any document or conversation or in any other way (and regardless of whether expressed or implied before or after your agreement to these terms) will extend our obligations.
32. There is an inherent risk of contracting disease or illness at any place where people gather, including an event. You assume all risk of contracting a disease or illness (including exposure to COVID-19, a bacteria, virus, or other pathogen capable of causing disease or illness), whether before, during, or after the event, however caused or contracted, and waive all claims and potential claims against us relating to such risk.
33. To the maximum extent permitted by law:
 - 33.1. 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 at the event or in transit to or from the event; and
 - 33.2. you agree to 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 connected to the event, except where the relevant loss, damage or liability arises from our fraud or gross negligence.
34. To the maximum extent permitted by law, you must bring any claims under these terms, or otherwise in connection with the event, within 12 months of the end of the event and you agree that you can bring no claim after this time.
35. If our liability cannot be excluded, to the full extent permitted by law our maximum aggregate liability will be limited to the price paid by you under these terms.
36. Where you are a consumer and acquire any goods or services, or hold yourself as acquiring goods or services, for the purposes of a business (as those terms are defined in the *Consumer Guarantees Act 1993*) then, to the extent permissible, you agree that the *Consumer Guarantees Act 1993* is hereby excluded. Otherwise, where you are a consumer these terms are read subject to the terms of the *Consumer Guarantees Act 1993*.

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You indemnify us for your actions

37. 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 from or consequent upon, arising out of or incidental to your breach of the terms, including from or about or arising out of your conduct, act or omission at or related to the event. This indemnity is reduced to the extent that any loss or damage contemplated arises as a direct result of our act or omission.
38. The indemnity in clause 37 is repeated by you in respect of any breach of the terms by any attendee that you register for, or permit to attend the event on your behalf.

Handling personal information

39. We will collect, use and disclose your personal information under our privacy policy, a copy of which is available at www.capricorn.coop or on request. This includes collecting, using and disclosing your personal information to plan the event, provide services in connection with the event, and manage and administer the event including your attendance at it. We may also disclose your registration at the event and contact details to other attendees and event sponsors (for example, in a guest list) to enable sharing of information or promotional material before, during or after the event.
40. If you do not provide us with any personal information requested, then we may not be able to accept your registration for the event or provide for any requirements you may have.
41. You can contact us to access personal information about you that is held by us or to advise us if your personal information is inaccurate, incomplete or out-of-date.

Other terms

40. The laws of New Zealand govern these terms and you submit to the non-exclusive jurisdiction of the courts of New Zealand.
41. A reference to a person includes a body corporate, body politic or partnership.
42. A reference to us includes our directors, officers, employees, agents, administrators, affiliates, personal representatives, insurers, contractors, successors and assigns (and, where applicable, legal personal representatives).
43. Invalidity, illegality or unenforceability of any provisions of these terms affects no other provision.