

2026 Capricorn Convention Terms and Conditions

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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 (as defined in clause 9) to us (whether completed correctly or incorrectly); or
 - b. are 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.

We make bookings on your behalf

3. 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. At an additional cost, you may request Capricorn Travel to make further arrangements for you, such as flights, which are not part of Convention.
4. 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 cap.coop/tc under "Capricorn Travel".
5. 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

6. 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

7. 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; 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.
8. 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 7 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

9. To register for Convention, you must register through the EventsAir Registration Form ("**Registration Form**"), accessed via the myCAP portal. Once the Registration Form has been submitted, you will receive an email acknowledging receipt of your Registration Form.
10. Within one week of submission of your Registration Form, you will be advised via email as to whether your registration has been successful.
11. If your registration is successful under clause 10, Capricorn will seek payment of the deposit by 31 May 2025 ("**Deposit Due Date**"). If the deposit is not paid by the Deposit Due Date, your registration for Convention will be cancelled. The Convention Price is required to be paid in full by 28 February 2026 ("**Payment Due Date**"). Pursuant to clause 17, if the Convention Price is not paid in full by the Payment Due Date,

your registration for Convention will be cancelled.

Convention inclusions and exclusions

12. The Convention Price includes:

- a. one return economy airfare to Palermo, Sicily, Italy, departing from Perth, Adelaide, Melbourne, Sydney, Brisbane or Auckland;
- b. airport transfers (to and from Palermo to Club Med Cefalù only);
- c. six nights' twin/double accommodation at Club Med Cefalù;
- d. entry to the Capricorn keynote speaker seminar, networking events and the Welcome Dinner and Gala Dinner; and
- e. meals and a variety of standard drinks served each day as determined by Club Med Cefalù.

13. Other than the items listed in clause 12, 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).

14. With regard to clause 12(a), the airfare included in the Convention Price is for flights on specific dates ("**Travel Dates**") by all Attendees to be advised by Capricorn. Where your preferred date(s) for travel do not align with the Travel Dates, you will be given a credit to book flights through Capricorn Travel.

Requesting amendments to your registration

15. You must notify us in writing if you wish to amend your registration. Any amendments to your registration will be approved solely at the discretion of Capricorn and there is no guarantee they will be accommodated.

16. If an amendment is approved, 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

17. The Convention Price (including the deposit payable) is payable to us by you through your Account and must be received in cleared funds in full by the Deposit Due Date and the Payment Due Date.
18. 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 2026.
19. Capricorn Reward Points are not awarded on the Convention Price.
20. 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

21. 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 Dates and Price

22. 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.
23. If any increases exceed 10% of the Convention Price at the time your registration was made, within a reasonable time of being advised of this change, you may cancel your registration on notice to us pursuant to clause 25.
24. We may, at our discretion, change the dates or location of Convention. We will endeavour to give you reasonable notice of any change. If the dates or location change, within 7 business days of being advised of this change, you may cancel your registration on notice to us pursuant to clause 25.

25. On receipt of any notice under clause 23 or clause 24, 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 clause 15 and clause 16 but no amendment fee under clause 16 will be charged).
26. Programs of events, flyers or similar documents provided in connection with Convention are indications only and are subject to change or cancellation.

Adverse Events may affect Convention

27. We may cancel Convention in our sole discretion if we consider there to be insufficient registrations, the existence or possible existence of an Adverse Event or otherwise.
28. 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.
29. 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.
30. If we cancel Convention pursuant to clause 27, then the Convention Price paid will be refunded to your Account.
31. If we postpone or alter Convention pursuant to clauses 24 or 25 you may elect to cancel your registration in which case the Convention Price paid will be refunded to your Account.
32. 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 24, 27 or 28.

Cancellations

33. You may cancel your registration on written notice to us. If you elect to cancel your registration pursuant to this clause, the conditions under clause 34 will apply based on the date of cancellation, being the date on which the notice of cancellation is received by us.
34. On cancellation of your registration, the following conditions will apply:

- a. If the date of cancellation is prior to 31 January 2026, a cancellation fee equal to the deposit will be charged, this amount being a genuine pre-estimate of our losses;
- b. If the date of cancellation is on or later than 31 January 2026 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, based on the non-refundable payments submitted to venues and services providers used for Convention in connection with your registration. 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.

35. We may cancel your registration immediately if you:

- a. fail to make payment to us under clauses 11, 17 and 18 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.

36. Where your registration is cancelled pursuant to clause 35, you will be advised by us of the date of cancellation of your registration, and clause 34 will apply.

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

38. Upon cancellation under clause 33 and 35, you release and discharge us and Capricorn Travel from any further performance under these Conditions.

You must comply with our instructions

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

40. 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.

41. 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

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

Our liability is limited

44. 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.
45. 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.
46. 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.
47. Nothing in these Conditions limits any right that you have that cannot be excluded under Consumer Protection Law.
48. 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 Conditions 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.

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

50. Nothing in these Conditions purport 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

51. 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.

52. The indemnity in clause 51 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

53. 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.
54. Invalidity, illegality or unenforceability of any provisions of these Conditions does not affect any other provision.
55. For the purpose 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, be invited 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 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 Sicily, Italy, from 7 June 2026 to 13 June 2026.
 - i. "Conditions" means these terms and conditions.
 - j. "Convention Price" means the total price determined by us and payable by you for your attendance and the attendance of Attendees at Convention as indicated in the Registration Form, noting the Convention Price is subject to change under clause 22.

- 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 purpose of applying to attend Convention.
- n. Unless the contrary intention appears, the singular includes the plural.