



***CAPRICORN EVENTS  
STANDARD TERMS AND  
CONDITIONS (& DISCLAIMER)  
- AUSTRALIA***

**This is an important document which limits the rights of an Event Participant (as defined below). Please read and consider carefully.**

Each Capricorn Member/Authorised Purchaser and each Capricorn designated Preferred Supplier (as the case may be) (collectively, the “**Capricorn Members/Suppliers**”) and any Event Participant (as defined in clause 3 below) acknowledge and agree to the following terms and conditions (and disclaimer) (“**Terms and Conditions**”) in respect of their agreement with Capricorn Society Limited (ACN 008 34 7313) (“**Capricorn**”) to participate in an Event (as defined in clause 16 below):-

1. The registration form for any Event (“**Registration Form**”) must be completed in full and signed by an authorised representative of the Capricorn Member/Supplier. Without limiting any other method of acceptance, upon payment of the registration fee payable for participation in the Event (“**Registration Fee**”) or submission of a signed Registration Form (whichever is earlier), the Capricorn Member/Supplier and any Event Participant(s) are all deemed to have agreed to be bound by the Terms and Conditions and such other terms and conditions referred to in the Registration Form (collectively, the “**Agreement**”). The Registration Fee is often subsidised by Capricorn to assist its Members/Authorised Purchasers.
2. Capricorn does not warrant or represent that any submitted Registration Form will guarantee a person’s participation at the Event. Confirmation of a person’s participation (if any) at the Event is provided by Capricorn in accordance with clause 3.1. Capricorn will not be liable for any direct or indirect damages, cost, expense, loss, liability or loss of enjoyment arising in any way out of any non-participation of a person at an Event following submission of a Registration Form.
3. Subject to clause 2 and unless otherwise indicated:-
  - 3.1. all Registration Forms that provide notification of participants to an Event (each, an “**Event Participant**”) will, if accepted by Capricorn (in its sole discretion), receive a confirmation of acceptance together with the Event details from Capricorn. Event Participants should contact the Capricorn Events Department on FREECALL 1800 327 437 if they do not receive such confirmation;
  - 3.2. persons under 18 years of age are not permitted to attend an Event; and
  - 3.3. cancellations received after the date nominated by Capricorn in the Registration Form (or otherwise) for notification of cancellation may be subject to a reasonable cancellation fee or any Registration Fee paid (whether paid in part or in full) shall be non-refundable (at Capricorn’s sole election).

**For the avoidance of any doubt, the defined term “Event Participant” also includes but is not limited to any person who attends, frequents, participates or is present at an Event.**

4. Payment of the Registration Fee must be made by or on behalf of the Capricorn Member/Supplier by the date specified in the Registration Form or, if no date is specified, in accordance with the payment terms specified in any invoice issued by Capricorn with respect to participation at the Event (the “**Final Date for Payment**”).
5. Should Capricorn not receive payment of the full Registration Fee by the Final Date for Payment, Capricorn shall have the right to immediately terminate the Agreement by providing notice of such termination to the Capricorn Member/Supplier, thereby cancelling the Capricorn Member’s/Supplier’s (and any Event Participant’s) participation in the Event, amongst other any other right conferred on Capricorn under this Agreement or by law. In the event of such termination, Capricorn may charge a reasonable termination fee or any Registration Fee paid (whether paid in part or in full) shall be non-refundable (at Capricorn’s sole election).
6. Capricorn may take photographs and/or video footage (“**Event Footage**”) at an Event and use any image, footage or likeness associated with the Event Footage along with any name (or such other personal information provided by the Capricorn Member/Supplier or Event Participant as part of the Registration Form) of any Capricorn Member/Supplier or Event Participant in any future Capricorn publicity or promotional material, subject to the terms of Capricorn’s Privacy Policy, which is available at [www.capricorn.coop](http://www.capricorn.coop) (an Event Participant can request access to their personal information by contacting Capricorn’s Privacy Officer and may request at any time that Capricorn correct information that is incorrect or out of date). In registering to participate at any Event, the Capricorn Member/Supplier and each Event Participant grants permission to Capricorn, its agents and others working under its authority, to take and to have full and free use of any Event Footage containing the image/likeness of any Event Participant. The Capricorn Member/Supplier and Event Participants:-
  - 6.1. agree and acknowledge that they are not entitled to any proprietary ownership (including any intellectual property rights), remuneration, residuals, royalties or any other payment from Capricorn in respect of any Event Footage;
  - 6.2. accept the risk that Event Footage may be lifted off Capricorn’s website or taken from any Capricorn promotion or publication and reproduced or otherwise communicated or made available to the public or sections of the public; and
  - 6.3. release, discharge, and hold harmless Capricorn and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of Capricorn taking any Event Footage as contemplated by this clause 6.

Should a Capricorn Member/Supplier or an Event Participant not agree to the above Event Footage release, they must advise Capricorn immediately.

7. Capricorn has the right to ask any Event Participant to leave an Event at any time if such person(s) behaves in an inappropriate manner according to the absolute and unfettered discretion of any duly authorised Capricorn representative present at an Event. If an Event Participant is asked to leave because of their conduct at an Event, that Event Participant must immediately leave and not return to an Event location within the following 24 hour period and any Registration Fee paid for an Event will not be refunded to the Capricorn Member/Supplier or any Event Participant(s) asked to leave.
8. Each Event Participant acknowledge and agrees:-
  - 8.1. that they are solely responsible for their own property and belongings and Capricorn is under no obligation to replace or compensate, nor shall it be liable for any loss or damage suffered as a result of property belonging to the Event Participant that may be stolen, lost or damaged;
  - 8.2. to adhere to any additional terms, conditions, restrictions imposed by any Event venue operator or owner or directions given to Event Participants by any duly authorised Event venue staff;
  - 8.3. that insurance may, but is not guaranteed, to be in place that may provide limited cover to Event Participants while they are participating in any Event. Event Participants understand this insurance may not cover them for any loss sustained at any Event, including with respect to personal injuries, death and/or such other damage sustained. Event Participants also acknowledge they may be able to, in their own interests and at their own expense, seek and obtain personal insurance in addition to any cover that may be provided by Capricorn; and
  - 8.4. to comply with all reasonable directions by Capricorn or any duly authorised Capricorn representative present at an Event.
9. Each Event Participant must not promote, advertise or distribute any materials at the Event with respect to any Capricorn Member/Supplier’s business, unless otherwise permitted by Capricorn. Only Event sponsors (as determined and authorised by Capricorn) are permitted to advertise or distribute promotional materials at an Event.
10. To the maximum extent permitted by law, Capricorn may in its sole and absolute discretion:-

10.1. postpone or cancel an Event, provided that it shall use reasonable endeavours to notify the Capricorn Member/Supplier of any such postponement or cancellation, and in the event of any cancellation of an Event or postponement of an Event to a date on which the Capricorn Member/Supplier (or any Event Participant) cannot attend, Capricorn shall refund to the Capricorn Member/Supplier any consideration paid (including any Registration Fee) in respect of the Event, including any Capricorn Reward Points used to pay for the Event. For the avoidance of any doubt and despite any other clause contained herein, this clause does not require, mean or oblige Capricorn to refund to a Capricorn Member/Supplier the cost, loss or expense of or associated with any accommodation or travel expense in connection with, concerning or arising out of the Event whether made, booked, arranged or facilitated by Capricorn on behalf of the Capricorn Member/Supplier or not; and

10.2. change, add, withdraw, reschedule or substitute any element of the Event, including but not limited to dates, locations, any advertised programs, Event pricing and accommodation, at any time. Capricorn will use reasonable endeavours to provide notice of, and minimise disruption arising from, changes to the Event as contemplated by this clause. Capricorn will not be liable for any direct or indirect damages, cost, expense, loss, liability or loss of enjoyment arising in any way out of any changes made by Capricorn to the Event in relation thereto.

11. To the maximum extent permitted by law, Capricorn will not be held responsible or liable (and each Capricorn Member/Supplier and Event Participant agrees to not hold Capricorn responsible or liable) whether in negligence, contract or howsoever arising if any person (including any Event Participant) incurs, experiences or suffers any accident, direct or indirect loss (including but not limited to any loss suffered to property or person), damage, fatality, injury, inconvenience and/or health related issue whatsoever whilst in transit to or from an Event directly or indirectly, in respect of an Event Participant's time, presence or participation at an Event and/or an Event Participant's time at an Event location before, during or after an Event. For the purposes of giving effect to this clause and in consideration of Capricorn organising the Event and the Terms and Conditions, each Capricorn Member/Supplier and Event Participant hereby fully and finally releases and discharges Capricorn from any liability, claim, action, right or entitlement whatsoever which a Capricorn Member/Supplier or an Event Participant has or may have against Capricorn whether known or unknown, whether accrued, contingent or inchoate arising out of, concerning or relating to the provision of the Event or the Event.

12. Capricorn may plead these Terms and Conditions in bar to any claim, action, proceeding or suit brought by a Capricorn Member/Supplier or an Event Participant against Capricorn for any matter, circumstance or thing arising out of, concerning or in any way relating to the Event.

13. Without limiting clause 11, to the fullest extent permitted by law, Capricorn disclaims all implied warranties. Where such warranties cannot be excluded, each Capricorn Member/Supplier and Event Participant agrees to the fullest extent permitted by law that Capricorn's liability for any breach of such implied warranty is limited solely to the re-supply of the relevant service or good or the payment to the Capricorn Member/Supplier (or Event Participant) of the cost of having the service and good provided again (at Capricorn's option).

14. Unless specifically stated otherwise, fees and charges in respect of any Event (including, without limitation, the Registration Fee) do not include Goods and Services Tax (or any other value-added tax) ("GST"). Capricorn will increase any fees and charges, unless specifically stated as including GST, by an additional amount on account of GST. Each Capricorn Member/Supplier (or Event Participant) must pay the GST at the same time as the Capricorn Member/Supplier (or Event Participant) pays the fees and charges (including the Registration Fee).

15. A reference to Capricorn includes but is not limited to its servants, directors, officers, employees, agents, administrators, affiliates, personal representatives, insurers, contractors, successors and assigns (and, where applicable, legal personal representatives).

16. "Event" means any display, show, function, dinner, convention, exhibition or gathering of a person or persons held, organised, facilitated, promoted, managed or arranged by Capricorn and for the purposes of clauses 3, 4, 8, 11, 12 and 23 herein the definition of "Event" is to be taken to include any accommodation used or enjoyed by the Event Participant in connection with, concerning or arising out of the Event whether made, booked, arranged or facilitated by Capricorn on behalf of the Event Participant or not.

17. If a Capricorn Member/Supplier or an Event Participant instructs and authorises Capricorn to book accommodation on their behalf in connection with, concerning or arising out of an Event, then the Capricorn Member/Supplier and Event Participant agree to do so on the basis, understanding and instruction to Capricorn that such booking (if confirmed by Capricorn) will be made by Capricorn on behalf of the Capricorn Member/Supplier and Event Participant on the Accommodation provider's standard terms and conditions for accommodation. By authorising Capricorn to make an accommodation booking on the Capricorn Member/Supplier or Event Participant's behalf, the Capricorn Member/Supplier and Event Participant agree to comply with all applicable terms and conditions with respect to the accommodation booking.

18. Where images and sound recordings of the Event taken by any Event Participant by camera, video or audio equipment are permitted, they must only be used for private/domestic purposes and must not be sold, licensed, broadcast, published or otherwise commercially exploited.

19. The person or persons completing and/or signing the Registration Form warrant and agree that they:-

19.1. are acting as a duly authorised representative of the Capricorn Member/Supplier and any other persons named in the Registration Form (including all Event Participants); and

19.2. will be bound by the Agreement (in addition to the Capricorn Member/Supplier and any Event Participants).

20. This Agreement shall be governed by the laws of the State of Western Australia and the Capricorn Member/Supplier and each Event Participant agrees to submit to the exclusive jurisdiction of the courts thereof.

21. A waiver by Capricorn of any right, power or privilege arising under the Agreement must be in writing. Failure to exercise or delay in exercising any right, power or privilege by Capricorn does not operate as a waiver of that right, power or privilege. A single or partial exercise of any right, power or privilege by Capricorn does not preclude:-

21.1. any other or further exercise of that right, power or privilege; or

21.2. the exercise of any other right, power or privilege.

22. These Terms and Conditions (together with the Registration Form) constitute the sole and entire agreement between Capricorn and the Capricorn Member/Supplier and any Event Participant, and no warranties, representations, guarantees or other terms and conditions of any nature not contained or recorded in these Terms and Conditions are of any force or effect.

23. Each Capricorn Member/Supplier and Event Participant (or if an Event Participant is a minor, their parents or legal guardians), on a joint and several basis, fully indemnifies Capricorn and agrees to keep Capricorn fully indemnified against any loss, damage, action, demand, expense, claim, fine, charge or obligation which Capricorn has or may suffer or incur by reason of or in any way consequent upon, arising out of or incidental to the non-performance or non-observance of the obligations and liabilities hereunder imposed on the Capricorn Member/Supplier and/or any Event Participant or by reason of or concerning or arising out of any conduct, act or omission of the Event Participant at or related to the Event.

24. Capricorn will not be responsible or liable for any delays caused by a force majeure event, being a circumstance beyond the reasonable control of Capricorn including but not limited to industrial dispute, war, invasion, terrorist act, Act of God, earthquake, flood, fire, epidemic or health risk.

25. For the purposes of these Terms and Conditions and unless the contrary intention appears:-

25.1. the singular includes the plural;

25.2. the opposite gender includes the other gender;

25.3. an obligation, representation or warranty in favour of 2 or more persons is for their benefit jointly and severally and an obligation, representation or warranty on the part of 2 or more persons binds them jointly and severally;

25.4. any thing or amount includes any part of it;

25.5. mentioning anything after "includes", "including", "for example", or similar expressions, does not limit what else might be included;

25.6. a provision of these Terms and Conditions must not be construed to the disadvantage of Capricorn because Capricorn was responsible for the preparation of these Terms and Conditions;

25.7. a reference to a person includes a body corporate, body politic or partnership;

25.8. references to clauses are references to clauses in these Terms and Conditions;

25.9. time is of the essence for payment of all amounts under these Terms and Conditions and where no time is specified for the payment of an amount, that amount is payable on demand;

25.10. the parties will do all things reasonably necessary to give effect to these Terms and Conditions;

25.11. if a word or phrase is defined, its other grammatical forms have a corresponding meaning; and

25.12. a reference to any party includes that party's executors, personal representatives, administrators, substitutes, successors and permitted assigns, which these Terms and Conditions bind.

26. To the extent that any one or more of the sections, clauses or sub-clauses of these Terms and Conditions, or any portion or portions hereof are or may become invalid, rendered unenforceable or are prohibited those sections, clauses, sub-clauses and/or portions hereof shall be ineffective to the extent of such invalidity, prohibition or unenforceability and shall be severable without invalidating or modifying the remainder of these Terms and Conditions which shall continue in full force and effect as if the section, clause, sub-clause or portions rendered invalid, unenforceable or prohibited had not been included herein.

27. Capricorn may at any time without notice amend or vary these Terms and Conditions. Any changes to these Terms and Conditions shall be updated on Capricorn's website at [www.capricorn.coop](http://www.capricorn.coop) under 'About Us – Terms and Conditions'. Notice under this clause shall be deemed to have been given by Capricorn to the Capricorn Member/Supplier and any Event Participants if it is posted on Capricorn's website at [www.capricorn.coop](http://www.capricorn.coop) under 'About Us – Terms and Conditions'.

#### **Collection of Your Personal Information**

This notification explains how Capricorn Society Limited ("we" or "us") may collect, use and disclose your personal information. This notification should be read together with our Privacy Policy (see below for details on obtaining a copy of this).

By applying to attend an event (or allowing another to do so on your behalf) or attending an event you consent to our collection, use and disclosure of your personal information as outlined in this notification and our Privacy Policy.

If you do not consent or do not provide the information we request, we may not be able to arrange for your attendance at the event or cater for any requirements you may have.

#### **How we collect your personal information**

We may collect sensitive information about you. For example we may collect health information about you where relevant to the event that you are attending. In providing us sensitive information you consent to us using it for the purposes for which it was provided."

We may collect your personal information from you as part of you applying to attend an event (or another applying on your behalf) and during the course of an event. Information collected during the event may include photos and video footage in which you are visible.

#### **How we use and disclose your personal information**

We collect, use and disclose your personal information for a number of purposes, including to:

- arrange and conduct the event;
- promote the specific event you are attending; and
- promote Capricorn generally.

#### **Consistent with the above purposes, we may disclose your information to:**

- parties involved in arranging and conducting event such as event managers and venues;
- actual and potential attendees and sponsors of the event (e.g. by way of guest lists);
- parties who receive our marketing materials (e.g. , to the extent you are visible in photos or video footage of the event used in that marketing material); and
- our related companies, so that the Capricorn group of companies as a whole can manage its relationship with you on an integrated basis.

#### **Overseas disclosure of your personal information**

We are not likely to, but may, disclose your information overseas. For example, we may provide information to employees or related parties in other countries in which we operate when the disclosure is consistent with the above purposes. We currently operate in Australia and New Zealand.

#### **Marketing**

Unless you tell us not to, we may use your personal information to provide you marketing information about new or existing products or services that we offer or which are offered by our preferred suppliers, related parties or other third parties that we have a relationship with. You can let us know at any time if you do not want to receive marketing information by calling us on 1800 327 437 (Australia) or 0800 401 444 (New Zealand).

#### **More information**

Our Privacy Policy contains more information about how we handle personal information, including how you can access and correct your personal information or make a complaint. Our Privacy Policy is available at [www.capricorn.coop](http://www.capricorn.coop). For more information email [privacy@capricorn.coop](mailto:privacy@capricorn.coop) or phone 1800 327 437 (Australia) or 0800 401 444 (New Zealand) and ask to speak to our Privacy Officer