

CPA AUSTRALIA LTD

DELEGATE TERMS AND CONDITIONS

These Delegate Terms and Conditions are applicable to events prior to Friday 20 November 2015. For updated event terms and conditions, view our [Event terms](#) page.

These terms and conditions (**Terms**) govern CPA Australia Ltd ACN 008 392 452 (**CPA Australia**) and each delegate (**Delegate, You or Your**) that has either: (1) purchased a ticket to attend the relevant event (**Event**); or (2) has been invited by CPA Australia to attend the Event. Please read the Terms carefully as they contain important information. You acknowledge that You have read and agree to be bound by these Terms upon: (1) submitting Your registration to CPA Australia (whether hardcopy or electronic); or (2) attending the Event if You are not required to submit a registration to CPA Australia.

1. Registrations

- 1.1 Your registration is subject to acceptance by CPA Australia which acceptance will be confirmed in writing (including but not limited to email) (**in Writing**) after CPA Australia has received Your fully completed registration, the fee (if required) related to your registration (**Fee**) and any required supporting documents. CPA Australia may in its absolute discretion for any reason refuse to accept Your registration.
- 1.2 If CPA Australia has invited You in Writing to attend the Event without the need to register for the Event and / or make any payment, You must provide Your confirmation of attendance to CPA Australia within the time specified in the invitation (if any) in order for CPA Australia to register You for the Event.
- 1.3 The Fee for the Event is correct at the time of publication. CPA Australia reserves the right to change the Fee at any time but changes will not affect registrations which have already been confirmed in Writing by CPA Australia.

2. Cancellation and Transfers - Delegates

- 2.1 Notification of cancellation of Your registration for the Event must be made in writing (**Notification**) and sent to CPA Australia by mail or email to the attention of Member Administration at your local CPA Australia office. The notification must include all relevant information regarding the bank account to which a possible refund may be remitted.
- 2.2 With the exception of the event 'CFO Advance' (**CFO Advance**), which requires a minimum of 30 days Notification, **if** the Notification is **received** by CPA Australia five (5) days or more before the date of the Event (**Final Cancellation Date**), CPA Australia will provide You with a refund of the Fee minus any reasonable administration costs (as determined by CPA Australia). No refunds will be made for cancellations received after the Final Cancellation Date.
- 2.3 With the exception of CFO Advance which cannot be transferred, you may cancel an activity or transfer to another activity at the Event (including but not limited to sessions, luncheons, workshops, presentations, seminars or any other activity at the Event) (**Activity**) by notifying CPA Australia in Writing at least five (5) working days prior to the Activity. Refunds will not be granted to You if You fail to attend or cancel Activities or transfer between Activities within five (5) working days of the Activity. Transfers are subject to the applicable registration Fee for the Activity to which you have transferred.
- 2.4 If you wish to send a substitute to the Event or to an Activity in your place, you must advise CPA Australia in

Writing within five (5) working days. Substitutions are subject to any additional fees including but not limited to the applicable registration Fee (for example, if the substitute is a non-member additional fees may be payable).

3. Modification / Postponement / Cancellation of the Event or any part of the Event

- 3.1 CPA Australia reserves the right at any time to:
 - (a) change the format, participants, content, location and timing or any other aspect of the Event;
 - (b) postpone the Event or any party of the Event; or
 - (c) cancel the Event or any part of the Event, and will not be liable to You for any damages, costs, losses or expenses of any kind incurred or suffered by You as a result of or in relation to CPA Australia modifying, postponing or cancelling the Event or any part of the Event.
- 3.2 If the Event is cancelled or postponed by CPA Australia:
 - (a) for reasons that are beyond its reasonable control, CPA Australia may retain the Fee and will not be required to make any refund of the Fee; or
 - (b) for reasons other than as set out in Clause 3.2(a), CPA Australia will refund the Fee minus any reasonable administration costs (as determined by CPA Australia).

4. Delegate's rights and obligations at the Event

- 4.1 CPA Australia reserves the right, without any liability, to refuse admission to, or to eject You from the Event, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of CPA Australia You represent a security risk, nuisance or annoyance to the running of the Event.
- 4.2 You agree to comply with all reasonable instructions issued by CPA Australia or the Venue operators at the Event.
- 4.3 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited at the Event and/or in or at the Venue.
- 4.4 You acknowledge that You may be filmed, sound recorded and/or photographed by the CPA Australia, the media or any other party at the Event and CPA Australia may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

5. Limitations of Liability and Indemnity

- 5.1 Provisions of the Competition and Consumer Act 2010 and other laws in force from time to time in Australia

may impose guarantees, warranties, conditions and obligations on CPA Australia ("**Implied Terms**"). If any Implied Terms apply, to the extent permitted by law CPA Australia's liability and Your sole remedy will be limited to the refund of the Fee paid to CPA Australia. Subject to any Implied Terms, all guarantees, representations, conditions and warranties of any nature are expressly excluded.

- 5.2 Subject to any Implied Terms and to the maximum extent permitted by applicable law, CPA Australia, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that You may incur or suffer arising out of or in connection with the Event.
- 5.3 You agree to fully indemnify and hold CPA Australia, its employees, agents, contractors and sub-contractors (**Representatives**) harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by CPA Australia and/or its Representatives arising out of or in connection with the Event, including but not limited to: (1) a breach of these Terms; (2) Your use of the Venue or attendance at the Event; (3) any damage to the Venue or any goods located at the Venue; or (4) the infringement of any

intellectual property or other right of any third party (including the Venue).

6. General

- 6.1 CPA Australia reserves the right to amend these Terms from time to time and You will be subject to the Terms in force at the time CPA Australia registers you for the Event or you attend the Event if you do not need to register whichever is applicable.
- 6.2 The failure, delay, relaxation or indulgence on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.
- 6.3 If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant Term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms.
- 6.4 These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

B) PRIVACY STATEMENT

CPA Australia is committed to protecting Your privacy and the confidentiality and the security of personal information provided by You. The personal information you provide is necessary to process your registration form which may include updating your record and profile information. We may use your personal information to contact you about professional development and associated events, the CPA Program, provide you with the latest news as in CPA Update, to conduct analysis or market research to identify the ongoing needs of registrants, how to become a member of CPA Australia and to generally provide you with information on services and benefits. Personal information provided by you may be disclosed to external organisations that we engage for certain business functions such as our mailing houses, printers, technology service providers and marketing and communications agencies. Your personal information may be collected to enable you to access and use the Virtual Congress Platform and / or any other CPA Australia online virtual platform. Your personal information may be transferred or stored outside the country where the information was collected for the purposes stated above.

You have the right to access or correct any personal information we hold about you (subject to any applicable legal exceptions) and can do this via the "Update my profile" service on our website at cpaaustralia.com.au. You can use this service to opt out of receiving further communications from us. For more information on CPA Australia's Privacy Policy, visit our website.