

TERMS AND CONDITIONS REGISTRATION

Please read these Terms and Conditions carefully as they apply to your participation at ARA Leaders Forum 2024.

By attending, speaking, exhibiting, or sponsoring at ARA Leaders Forum 2024, you agree to be bound by the Terms and Conditions set out below, which form a legally binding agreement between you and the Forum host – ARA). As a condition of attendance, in-person delegates must agree to adhere to all Covid-safe measures put in place by ARA Leaders Forum 2024, the venue, federal or state guidelines and acknowledge that these procedures may be changed at any time in accordance with the latest health advice from the Australian Government.

ARA Leaders Forum 2024 and Think Business Events (Conference Organiser) reserve the right to publish changes to these Terms and Conditions at any time without prior notice.

DEFINITIONS

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Definitions

1.1. General

1.1.1. The term 'ARA 2024', or the '**Forum**' means the 'ARA Leaders Forum 2024' of [Australian Retailers Association](#) ('ARA').

1.1.2. The term '**Forum Organiser**' or the '**Forum Office**' refers to [Think Business Events Pty Ltd](#) (ABN 66 121 965 428) and representatives of Think Business Events ('TBE') is contracted by ARA 2024 to manage ARA Leaders Forum 2024 logistics, including registration, accommodation and sponsorship/exhibition bookings, and is the appointed data custodian for all personal data collected by ARA or Think Business Events for the purposes of promoting the ARA Leaders Forum 2024 related events.

1.1.3. The term '**Intellectual Property Rights**' includes all copyright and industrial and intellectual property rights of whatever nature, including without limitation all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered designs, confidential information and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

1.2. Registration

1.2.1. The terms '**Participant**', '**Attendee**', '**Delegate**' or '**Registrant**' refer to any person who registers and/or attends or is invited to attend the Forum – whether in-person or virtually – including but not limited to Speakers, Sponsors, Exhibitors, Vendors, Media Representatives and Contractors.

1.2.2. The term '**In-person Delegate**' refers to any delegate who physically attends the Forum in Sydney.

1.2.3. The term '**Virtual Delegate**' refers to any delegate who only attends the Forum online.

1.3. Speakers, program and Call for Proposals

1.3.1. The term '**Speaker**' or '**Presenter**' refers to any presenter or co-presenter, café session facilitator, session chair, panellist or co-panellist, session moderator, session discussant, session facilitator or moderator who is participating at an ARA Leaders Forum 2024 session, whether in person or virtually.

1.3.2. The term '**Primary Contact**' or '**Submitter**', in the context of the program or Call for Proposals, refers to the person who submits a new proposal.

1.4. Sponsorship and exhibition

1.4.1. The term '**Sponsor**' includes any person, firm, company or corporation and its employees and agents identified in the booking form or other written request for a sponsorship item.

1.4.2. The term '**Exhibitor**' includes any person, firm, company or corporation and its employees and agents identified on the application form or other written request for exhibition space.

2. Registration Terms and Conditions

All Attendees of ARA Leaders Forum 2024 (including all Delegates, Speakers, Exhibitors, Sponsors or Vendors) must be aware of, and agree to, the ARA Leaders Forum 2024 Registration Terms and Conditions.

PAYMENT OF REGISTRATION

The payment of the registration is either by credit card or bank deposit at the time of registration.

After 25 January 2024 midnight AEST, only payment made by credit card will be accepted.

A registration is considered complete when full payment is received by the Forum Organiser.

The Australian goods and services tax (GST) at 10% is applicable to all goods and services offered by the Forum. All registration fees listed include GST.

DISCOUNTED REGISTRATION FEES

Early Bird registration fees

To qualify for discounted registration fees your payment must be received in full by cut-off dates below:

- Super Early Bird (end midnight 31 July, 2023)
- Early Bird (end midnight 30 November, 2023)
- Special Offer (end midnight 31 January 2024)
- Final Tickets (February 2024) – on sale until Forum, unless sold out

Group registration fees

To qualify for discounted registration fees your payment must be received in full by cut-off dates below:

- Group of 5 tickets @ \$1,500 each (end midnight 31 October)
- Group of 10 tickets @ \$1,000 each (end midnight 31 October)
- Group of 3 tickets @ \$1,600 each (end midnight 31 January)

If registration fees have not been received by the above cut-off dates your registration will revert to the standard Forum registration fee.

Registration fees are based on date of payment receipt, not the date of receipt of registration form.

Member Registration

To qualify for registration for the Forum, you must be a member of the Australian Retailers Association. Your membership status will be verified upon registration. Please contact ARA directly for further details at events@retail.org.au.

LATE REGISTRATION

The Forum Organiser cannot guarantee the availability of collateral, such as satchels or social function tickets such as the Networking Drinks to Delegates who register late (inside four weeks before the Forum starts) as there is a risk that social program functions may be fully subscribed. These tickets will be forfeited and the Forum registration fees will not be discounted.

TRANSFER OF REGISTRATION

All fully paid registrations are transferable to other persons from the same organisation.

Transfers can be made by the registered person in writing to the Forum Organiser at ara@thinkbusinessevents.com.au no later than 20 February 2024. Details must include the full name of the replacement person, their title, contact phone number and email address. All other registration details will be carried over to the new person unless otherwise specified.

Transfer of registrations to another person will include the registration, all associated social event tickets (including additional purchases).

Should the new Delegate not require an item previously booked by the original Delegate, the cancellation and refund policy for the item cancelled will apply.

Registrations are individual and cannot be shared.

NON-ATTENDANCE/NO-SHOWS

No refund will be made for non-attendance at the Forum or social events.

CANCELLATION OF THE REGISTRATION BY THE DELEGATE

All cancellations must be made in writing to the Forum Organiser at ara@thinkbusinessevents.com.au.

(a) cancellation request received 30 or more days before the event: ARA may refund 75% of the ticket price (excluding taxes and transaction charges); (b) cancellation request received 14 or more days before the event: ARA may refund 50% of the ticket price (excluding taxes and transaction charges); (c) cancellation request received 2 or more days before the event: ARA may refund 25% of the ticket price (excluding taxes and transaction charges); or (d) cancellation request received less than 2 days before the event: ARA will not refund any part of the ticket price.

Processing time for refunds: Refunds (less applicable administrative fees) will be processed no later than 30 days after the conclusion of the Forum.

If your application for a visa to enter Australia is unsuccessful, the above cancellation terms apply.

CHANGE OF THE IN-PERSON FORUM TO A VIRTUAL ONLY FORUM BY ARA OR THE FORUM ORGANISER

In the event the in-person Forum cannot go ahead due government restrictions on travel or gatherings, the Forum may be delivered fully online via a virtual platform.

A fully virtual Forum means the Forum will not be broadcast from Sydney and all Delegates, Speakers, Sponsors and Exhibitors will be attending the Forum virtually.

All in-person registrations will be converted to virtual registrations.

In the above scenario, any difference in the fees for an in-person registration and a virtual-only registration will be refunded.

Processing time for partial refunds: Refunds will be processed after the Forum. The Delegate accepts that the processing time for the refund may be delayed if many registrations need to be processed.

CANCELLATION, POSTPONEMENT OR CHANGE OF REGISTRATION OF THE FORUM BY ARA OR THE FORUM ORGANISER

It may be necessary for reasons beyond the control of ARA or the Forum Organiser to alter the times, dates, itineraries or Speakers of the Forum by notice to you at any time.

In the event of cancellation or postponement of the Forum, or if the registration is converted from an in-person registration to a virtual-only registration (or vice versa), the maximum liability of ARA or the Forum Organiser is limited to a refund of the Forum registration fee with no additional liability for travel costs, hotel costs, or any other costs or expenses whatsoever.

In the event of cancellation or postponement of the Forum, or if the registration is converted from an in-person registration to a virtual-only registration (or vice versa), due to circumstances beyond ARA or the Forum Organiser reasonable control including but not limited to acts of terrorism, war, acts of God, natural disaster or global health crises (including any government restrictions on travel or gatherings), ARA or the Forum Organiser cannot be held responsible for any cost, damage or expense which may be incurred by Delegates as a consequence of such cancellation, postpone or change.

In the event of postponement of the Forum, if the Delegate is willing to attend the rescheduled event, we will transfer the registration and guarantee the same conditions and registration entitlements at the rescheduled event.

PRIVACY STATEMENT

ARA is required to comply with the requirements of the Privacy Act 1988 (Cth) (Australia). ARA reserves the right to modify or amend this privacy and copyright statement at any time, provided that those modifications or amendments comply with applicable laws.

USE OF PERSONAL INFORMATION

The Forum will collect and store information you provide in this Registration Form for the purposes of enabling us to:

- register your attendance at the Forum;
- assist with administrative and planning purposes;
- plan and develop the Forum and other events in the future;
- facilitate your requirements in relation to the Forum; and
- allow the compilation and analysis of statistics relevant to the Forum.

The information that you provide in the Registration Form and information provided at any other time during the Forum, including without limitation any feedback obtained during the Forum, will be used by the Forum to offer, provide, and continue to improve future events and other services.

VIRTUAL PLATFORM / FORUM APP

All registered Delegates' name, position, organisation, and email address will be uploaded to the virtual platform and/or app.

Delegates will receive their Forum login details direct from the virtual platform and/or app. Delegates are responsible for the setup of their own Delegate profile on the virtual platform for interaction with other Delegates, sponsors and exhibitors

Delegates are also responsible for any technical requirements to enable you to use the link to the virtual platform provided by the Forum and to participate in the Forum via the virtual platform and/or app.

Registered Delegates will be able to set their privacy preferences when they log into the virtual platform and/or app.

DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES

The Forum may disclose some of the information that is collected in the Registration Form such as your name, position and organisation to Forum sponsors and exhibitors. The Forum will not otherwise, without your consent, use or disclose your personal information for any purpose unless it would reasonably be expected that such purpose is related to the offer, provision and improvement of the Forum or where such purpose is permitted or required by law.

Delegates may give consent for disclosure of their contact details to sponsors or exhibitors during the registration process or by notifying the Forum Office in writing by 25 January 2024 midnight AEST.

INTELLECTUAL PROPERTY USE

By registering for this Forum, all Delegates grant permission to Forum, the hosts and its agents, to take photographs and video footage at the Forum and/or screen shots of the virtual platform to reproduce and to distribute on social media, promotional materials and other association publications, whether in print, electronic or other media, including the Forum website. By participating in the Forum, you permit the association to use, reproduce and distribute photographs/screen shots taken of you for such purposes and waive your legal rights to pursue any cause of action against ARA related to such photographs. If you have any concerns regarding the use of photographs/screen shots taken of you during the Forum, please see the registration desk during the Forum or contact the Forum Office ara@thinkbusinessevents.com.au before 20 February 2024 midnight AEST.

It is understood these images may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for ARA. Delegates agree that they are not entitled to remuneration, residuals, royalties, or any other payment from ARA in respect of their image/likeness or its use. Delegates release, discharge, and hold harmless, ARA and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of any anything contained in the photographs or video. Should a Delegates not agree to the above image release, they must advise the Forum Office.

INSURANCE

Registration fees do not include insurance of any kind. It is strongly recommended that Delegates take out insurance at the time of registration to include any eventuality including but not limited to loss of fees through cancellation of Delegate's participation in the Forum or through cancellation of the Forum, loss of airfares through cancellation for any reason including airline or related services, strikes, loss or damages to personal property, force majeure or any other reason.

LIABILITY

Delegates attend the Forum at their own risk.

Delegates agree not to hold ARA, or the Forum Organiser liable for any losses, damages, expenses, costs, claims or liabilities suffered or incurred by Delegates including consequential or indirect losses or loss of profit through registering for the Forum, attending the Forum (whether in-person or virtually), cancellation or postponement of the Forum, failure of the Forum to achieve your expectations, or for any error or omission by ARA or the Forum Organiser.

Delegates agree not to hold ARA or the Forum Organiser liable or responsible for any personal injury (i.e. physical, psychological or emotional stress) or any loss or damage to personal property.

Forum proposals and other Speaker materials express the views of the relevant Speaker(s) or author(s) alone. They do not necessarily represent the views of members of ARA or its committees. Forum materials should not be construed as a legal opinion or professional advice. ARA cannot accept liability for advice given, or views expressed, by any Speaker at the Forum or in any material provided to the Delegates.