

# Meet, Mingle and Toast to Travel

## GUEST TERMS AND CONDITIONS

The Meet, Mingle and Toast to Travel Event 2024 (Event) is owned and organized by Main Beach Travel Limited ABN 4165 9764 066 377 188 of Level 1 / Cnr Hughes and Tedder Ave, Main Beach, QLD 4217 Australia (Organiser).

The Event will be held on 16 October 2024 at SkyPoint-Q1 Building Level 77, Surfers Paradise, 4217.

### 1 DEFINITIONS

1.1 In this document:

- a. AEST means Australian Eastern Standard Time
- b. Force Majeure means an event which is not within the control of the party claiming force majeure relief, and which by the exercise of reasonable care, that party is not able to prevent or overcome, including without limitation, an act of God, war or threats of war, hijack, terrorist activity, civil commotion, revolution or any other unlawful act against public order or authority, an industrial dispute including strike or other labour disturbances, a governmental restraint including a declaration or emergency, natural disaster including earthquake, fire or flood.
- c. Registration-Booking Form means the booking form that each Guest intending to participate at the Event must complete via an online booking portal.
- d. Space means the area or venue booked by the Organiser to conduct the Event.
- e. Guests means the person registered, and accepted by the Organiser, to attend the Meet, Mingle and Toast to Travel held on 16 October'24 at the SkyPoint Q1 Building -Level 77, Surfers Paradise, 4217.
- f. Guest Terms and Conditions means the terms and conditions contained in this document.

### 2 CONTRACT

2.1 The Guest acknowledges and agrees that the Registration / Booking Form becomes a binding contract between the Guest and the Organiser when the registration is confirmed by the Organiser and that it is bound by these Guest Terms and Conditions by virtue of them:

- a. completing and submitting the Registration-Booking Form.
- b. electronically acknowledging that they have read and agreed to the Guest Terms and Conditions.
- c. providing their credit card details at the point of registration booking
- d. accepting the payment of the Participation Fee once the registration booking is confirmed; or
- e. participating in the Event.

### 3 REGISTRATION AND PARTICIPATION FEE

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3.1 Each Guest intending to participate at the Event must complete and submit the Registration-Booking Form by Thursday 14 March 2024. Only one Registration-Booking Form should be submitted by each Guest and only the first Registration-Booking Form submitted will be accepted.

3.2 The fee payable for a Guest to participate at the Event is the relevant fee set out in the Registration-Booking Form (Participation Fee). Payment is due at the time of registration.

3.3 The Participation Fee will be charged to the credit card provided at the point of booking. Credit card transaction fees apply. An invoice will be issued to the Guest once payment has been received.

### **4 GUEST REQUIREMENTS**

4.1 The Guest must conduct themselves in an appropriate and respectful manner when participating in the Event.

4.2 The Guest is prohibited to sell or to be heard selling products or services to the exhibitors, partners or fellow Guests throughout their entire time at the Event. Failure to complete with this requirement may result in the Guest being excluded from the Event (including any future Events) without refund of the Participation Fee that may have already been paid, such exclusions to be at the Organiser's absolute discretion.

4.3 The Organiser operates under the guidelines of the Space. For the most current information regarding entry to the Space, please read the Southport Yacht Club requirements.

### **5 CANCELLATIONS AND NO SHOW**

5.1 Subject to clause 6, the Participation Fee is non-refundable and reflects the cost associated with the administration and management of registrations.

5.2 Guests may cancel their registration at any time in writing before the Event, however in doing so, agree to forfeit the Participation Fee.

### **6 CHANGE EVENT**

6.1 The Organiser may, in its sole discretion, and without notice:

- a. change, vary or postpone the date, time, duration and place of the Event; or
- b. changes the manner that the Event will be held (including any technology platform).

In the event of a Change Event, the Participation Fee will be refunded to the Guest or alternatively, transferred and applied to a future event participation fee hosted by the Organiser.

### **7 INDEMNITIES, WARRANTIES AND EXCLUSIONS**

7.1 The Guest acknowledges that:

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a. it has made an independent evaluation of the Guest Terms and Conditions, the relevant Registration-Booking Form and all information provided to it by the Organiser in relation to the Event.

b. the Organiser gives no warranty as to the completeness or accuracy of any such information.

7.2 The Organiser and its agents, employees and contractors shall not be liable to the Guest from and against all claims whether arising in contract, tort, equity, statute or otherwise for any damage, expense, loss or cost, loss of profit, loss of business or revenue, loss of anticipated savings or any indirect or consequential loss or damage, costs or expenses arising out of or in connection with:

a. the Guest 's failure to comply with this Guest Terms and Conditions.

b. any failure of the technology platform used to deliver the Event, including the circumstance where such platform fails to operate effectively.

c. an act or omission on the part of the Space or venue provider; or

d. an event of Force Majeure or any other circumstances outside the Organiser's control which shall prevent or make it inadvisable for the Organiser to hold the Event at the date, time, duration, place or in the manner provided or may make it unable to operate the Event effectively. The Organiser reserves the right to re-schedule the Event at another date, time, duration, place and/or manner and no right of refund of the Participation Fee arises in such circumstances.

7.3 To the extent permitted by law, the Organiser gives no warranty and makes no representation:

a. that the Event will attract any or any minimum number of partners/exhibitors or will achieve any or any particular outcome for the Guest; or

b. as to the completeness or accuracy of all the information provided by the Organiser.

7.4 The Organiser shall not be liable for the death or personal injury of any attendee or Guest participating in the Event, save where such liability cannot be excluded under law.

7.5 The Organiser's liability to a Guest in respect of their participation in the Event, whether in contract, tort or otherwise, shall not exceed the Participation Fee paid by the Guest to the Organiser.

## **8 PRIVACY LAW**

8.1 The Guest acknowledges that its personal information (including those disclosed in the Registration Form) may be provided to:

a. approved service providers appointed by the Organiser, including third parties who may to engage in direct marketing with the Guest

8.2 The Organiser shall use and treat any Guest 's personal information received pursuant to clause 8.1 in accordance with the Organiser's privacy policy on <https://www.mainbeachtravel.com.au/privacy-security/>.

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8.3 The Guest consents, under the Privacy Act 1988 and under all relevant data protection legislations, to the Organiser communicating with the Guest by telephone, fax, email and by post and using the Guest's personal information (including those disclosed in the Registration Form) for internal processing and for disclosure to third parties in connection with the Guest's attendance at the Event. In addition, the Organiser may use the Guest's details to:

- a. produce tickets and mail, email or SMS information about the Event and the Guest's booking.
- b. invite the Guest to other events organised by the Organiser or its affiliates.
- c. offer the Guest other relevant products or services supplied by the Organiser or its affiliates or third parties; and
- d. follow up on experiences after the Event, along with providing any reporting statistics.

8.4 The Guest agrees that it consents to the Organiser to use any event photographs or videos, including images and videos in which the Guest may appear, for any promotional or publicity purposes including publications, promotional flyers, news articles, websites, newsletters and magazines.

8.5 If you do not wish your personal information, photograph or video to be used in any of the ways mentioned in clauses 8.1, 8.3 and 8.4 above, please contact the Organiser at [jolee@mainbeachtravel.com.au](mailto:jolee@mainbeachtravel.com.au).

## **9 GENERAL**

9.1 Nothing may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between the parties.

9.2 This Guest Terms and Conditions contains the entire understanding between the parties concerning the subject matter and supersedes all prior communications between the parties.

9.3 Payment shall only be deemed made upon receipt of cleared funds in the Organiser's bank account. Payment shall be made in full without any abatement, set off or deduction on any grounds.

9.4 If anything in this contract is unenforceable, illegal, or void then it is severed, and the rest of this contract remains in force and effective.

9.5 All dates and times in this Guest Terms and Conditions are AEST.

9.6 The laws of the State of Queensland will apply to this contract and any dispute or court proceedings must be heard in the State of Queensland.