

## Terms & Conditions for Delegates

*These terms and conditions have been formulated on the basis that some COVID-19 restrictions, requirements and/or guidelines may be in place at the time Australian Pharmacy Professional Conference & Trade Exhibition 2021 (APP Conference) is held in May 2021 (20–23 May 2021 inclusive). Due to COVID-19 restrictions, requirements and/or guidelines, your experience at the APP Conference may be different to previous years. We will endeavour to provide advance notice of any applicable restrictions, requirements and/or guidelines, inclusive of public health rules, but advance notice may not be possible due to the imposition of restrictions, requirements and/or guidelines on short notice. We appreciate your patience and understanding on this matter.*

The Australian Pharmacy Professional Conference & Trade Exhibition 2021 (**APP Conference**) is organised and run by The Pharmacy Guild of Australia (**TPGA**). By registering to attend the APP Conference, you agree to be bound by the terms and conditions set out below. These terms and conditions constitute the entire agreement between you and the TPGA in respect of your attendance at the APP Conference. Any prior arrangements, agreements, representations, warranties or undertakings are superseded on submission of your registration form to TPGA. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in these terms and conditions. To the maximum extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

TPGA reserves the right to amend or replace any of these terms or conditions at its sole discretion and on notice to you by publishing the revised terms and conditions on [www.appconference.com](http://www.appconference.com). These terms were most recently updated on 10 May 2021.

### 1. Registration and Payment

- To register for the APP Conference, delegates must submit a registration form and follow any directions set out at <http://www.appconference.com/registration/delegate-registration/>.
- Upon successful submission of your completed registration form, a confirmation of registration and tax invoice will be sent to your email address (as set out in your registration form). Please contact the Events Division of TPGA's Queensland Branch on (07) 3831 3788, or email [events@qldguild.org.au](mailto:events@qldguild.org.au) if you do not receive a confirmation email within 24 hours of submitting the registration form.
- You must pay all registration fees, including any late fees (Fees), in full to TPGA prior to the start of the APP Conference. All payments must be made to:

Bank: National Australian Bank  
BSB: 084-004  
Account: 608 350 148

If you do not make full payment of the Fee prior to the start of the APP Conference, you will be refused entry to the APP Conference.

- Credit card payments are made directly through NAB Transact to ensure your personal details are kept safe. None of your payment details are stored by TPGA.
- Any request to change your registration must be emailed to [events@qldguild.org.au](mailto:events@qldguild.org.au). No such requests can be made over the phone. If you would like to transfer your registration to another delegate, you may do so at the discretion of TPGA if:
  - the substituted delegate is from the same organisation as you; and
  - you have notified TPGA of the proposed substitution by email prior to 5pm on Wednesday 19 May 2021.
- TPGA reserves the right to refuse the transfer of your registration at TPGA's absolute discretion without the requirement to provide you with any reasons for such a refusal.

### 2. Attendance

- Your attendance at the APP Conference is, at all times, at the sole discretion of TPGA. TPGA reserves the right to refuse entry to you to the APP Conference, or to request that you leave the APP Conference, without notice for any reason whatsoever. If this occurs, then a refund of the registration fee may be facilitated in some circumstances at TPGA's sole discretion.
- You must at all times comply with:
  - these terms and conditions;
  - all applicable laws;
  - any terms and conditions imposed by the Gold Coast Convention & Exhibition Centre (Venue); and
  - any reasonable direction given to you by TPGA, the Venue host, or any of their employees, agents or contractors
- TPGA reserves the right to immediately terminate the registration of any delegate that TPGA reasonably believes is not complying, or has not complied, with the above terms and conditions.
- TPGA reserves the right to amend any aspect of the APP Conference in response to any COVID-19 restrictions, requirements and/or guidelines from local, State and Federal Governments without prior notice to you. This includes, but is not limited to, the APP Conference programming, presentation room allocation and layout, catering area location and layout, social function formats and trade exhibition layout, opening and closing times.
- The APP Conference and its attendees must adhere to the Gold Coast Convention & Exhibition Centre's Site Specific COVID Safe Plan, an approved Queensland Government plan which addresses the risks associated with the potential transmission of COVID-19 (visit <https://www.gccec.com.au/coronavirus-covid19-update.html> for a copy of this plan). Delegates must at

all times abide by the rules and regulations set out in the plan and follow any instructions set by the TPGA and the Venue, including but not limited to:

- delegates attending the APP Conference will be required to ensure they comply with all public health directions in relation to COVID-19. Delegates must refrain from attending the APP Conference if they experience any symptoms suggestive of COVID-19 or have been in close contact with someone who has experienced any symptoms suggestive of COVID-19, and must read 'before you attend' section prior to attending the APP Conference;
- by attending the APP Conference, delegates agree that they:
  - will provide TPGA with their contact information at the time of registration for the purposes of contact tracing if required by the Queensland Government;
  - will not attend the APP Conference if the delegate is experiencing or has been in close contact with anyone who is experiencing any symptoms of COVID-19 (including but not limited to – sore throat, coughing, shortness of breath, fever or a history of fever (night sweats, chills));
  - will notify the APP Conference COVIDSafe Manager if they present with symptoms or display symptoms during the APP Conference and will leave the Venue if asked in order to protect the safety of other delegates and staff;
  - will not attend the APP Conference if they have been instructed to self-isolate for any reason, including, but not limited to – recent overseas travel, contact with a confirmed COVID-19 case, awaiting test results for COVID-19;
  - will practice good hygiene at all times during their attendance at the APP Conference and will adhere to social distancing requirements and public health rules; and
  - will consider downloading the Australian Governments COVIDSafe app to assist in contact tracing;
- public health rules, inclusive of physical distancing requirements may limit the number of persons allowed inside the APP Conference trade exhibition area and presentation rooms. In this circumstance, ushers will direct attendees to ensure compliance of this requirement.

## Terms & Conditions for Delegates (continued)

### 3. Cancellations and Refunds

#### Registration fees

In the event that the APP Conference is cancelled by TPGA or that the delegate wishes to cancel their participation in the event, the following cancellation and refund policies apply:

Cancellation period	Key milestone	Event cancelled by TPGA due to COVID-19 Restrictions or for other reasons	Delegate cancellation	Border control measures preventing delegate attendance*
1 October 2020 – 7 February 2021	Online registration opens with Super Earlybird pricing – 1 October 2020	Refund less: \$100 cancellation fee for full registrations	Refund less: • \$100 cancellation fee for full registrations	
8 February – 30 March 2021	Super Earlybird Registration closes – 8 February 2021 Earlybird Registration closes – 29 March 2021	\$50 cancellation fee for day registrations	• \$50 cancellation fee for day registrations  OR registration transfer (at TPGA's discretion) to another delegate at no cost	
31 March – 19 April 2021	7 week lead in to the event	25% cancellation fee will be deducted from the total cost of the booking  In addition to a partial refund, delegates will be given access to online educational content	25% cancellation fee will be deducted from the total cost of the booking  OR registrations may be transferred (at TPGA's discretion) to another delegate at no cost	
20 April – 4 May 2021	4 week lead in to the event	35% cancellation fee will be deducted from the total cost of the booking  In addition to a partial refund, delegates will be given access to online educational content	50% cancellation fee will be deducted from the total cost of the booking (access to the online session recordings will be provided)  OR registration transfer (at TPGA's discretion) to another delegate at no cost	
4 May – 19 May 2021	2 week lead in to the event	40% cancellation fee will be deducted from the total cost of the booking  In addition to a partial refund, delegates will be given access to online educational content	75% cancellation fee will be deducted from the total cost of the booking (access to the online session recordings will be provided)  OR registration transfer (at TPGA's discretion) to another delegate at no cost	If border control measures or government restrictions prevent a delegate from attending: Delegates can access sessions online (via livestream or via recordings) – a 50% cancellation fee will be deducted from the total cost of the booking  OR  A full refund will be provided  OR  Registration transfer (at TPGA's discretion) to another delegate at no cost

\* This will be determined by the address/state entered upon registering

## Terms & Conditions for Attendees (continued)

### Function tickets

Cancellations of function tickets made:

- on or before Wednesday 12 May 2021 will receive a full refund of ticket fees; or
- after Wednesday 12 May 2021 will not be refunded.

All cancellations must be made in writing to [events@qldguild.org.au](mailto:events@qldguild.org.au). Refunds will be paid within 30 days of the cancellation date.

### Cancellation, postponement or relocation of APP Conference

a. TPGA reserves the right to cancel, postpone or relocate the APP Conference for any reason at TPGA's sole discretion (including, without limitation, by reason of the events listed below (each being a 'Force Majeure Event')):

i. TPGA determines, in its sole discretion that:

1. the venue at which the APP Conference is to be held is unfit for occupancy or otherwise holding the APP Conference;
2. the APP Conference will be materially impacted by reason of the elements (including adverse weather events or natural disasters), industrial action or labour disturbance or restraint, boycott, embargo, injunction, an act of war (whether declared or not) or terrorism, mobilisation of armed forces, civil commotion or riot, emergency declared by a Government agency, action or in action by a Government agency, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts of TPGA, an epidemic or pandemic (whether or not declared as such by the World Health Organisation) or any communicable disease outbreak or public health emergency (including COVID-19 or any related or derivative strains);
3. any other act, occurrence or non-occurrence has occurred beyond the control of TPGA that results in the APP Conference being materially impacted.

b. Where clause (a) applies, TPGA may elect, in its absolute discretion, to cancel, postpone or relocate the APP Conference or terminate your registration and function tickets; and:

- i. TPGA must notify you of the cancellation, postponement, relocation or termination as soon as possible;
- ii. where TPGA has elected to postpone or relocate the APP Conference, any obligation of TPGA to you under these terms and conditions will be suspended for the duration of the Force Majeure Event;
- iii. where TPGA elects to cancel the APP Conference these terms and conditions automatically terminate;
- iv. TPGA will not be in breach of these terms and conditions by virtue of the cancellation, postponement, relocation or termination of the APP Conference; and
- v. except as set out in clause (c) below, TPGA and each of its officers, employees, agents and contractors will not be liable for any loss, liability, demand, action, claim, judgement, damage, cost, charge or expense (including any legal cost or expense on a full indemnity basis), professional costs and expenses

or obligation however it arises and whether based in contract, tort, statute or otherwise, that may be sustained by you as a result of the termination of your registration/function tickets or cancellation, relocation or postponement of the APP Conference.

c. In the event of such termination, cancellation, relocation or postponement, you expressly waive any liability of TPGA and release TPGA from all claims for damages such that TPGA will have no further liability to you except to refund to the sponsor/exhibitor the amount set out in the cancellation policy above.

### Accommodation:

For accommodation booked through the official APP accommodation booking agent, Pulse Events, please refer to each individual accommodation venue's cancellation policy upon booking. You acknowledge TPGA has no responsibility or liability whatsoever to you in respect of any accommodation booked in connection with the APP Conference.

### 4. Other

#### Audio and video recording

Audio and video recording is strictly not permitted during the APP Conference. If you fail to comply with this term, TPGA or its representatives or agents may require you to leave the session or the APP Conference and you may be refused re-entry to the APP Conference at the discretion of TPGA or its representatives or agents.

#### Disclaimer

You agree that you attend the APP Conference at your own risk and you assume full responsibility in connection with any liability of any kind arising in connection with your attendance at the APP Conference.

To the maximum extent permitted by law, you agree that TPGA is not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of profits, loss of sales or business, loss of production, loss of agreements or contracts, loss of business opportunity, loss of anticipated savings, loss of or damage to good will or loss of reputation, exemplary or punitive damages) whether to person or property and whether arising from or in connection with default, negligence, misconduct or otherwise by TPGA, its employees, officers, agents, representatives or contractors in connection with the APP Conference.

To the maximum extent permitted by law, TPGA's maximum aggregate liability to you for any loss or damage or injury arising out of or in connection with the performance or non-performance of these terms and conditions, however arising, in tort (including negligence), under any statute, custom, law or any other basis, is limited to the Fees.

#### Indemnity

You agree to indemnify TPGA and each of its officers, employees, agents and contractors, including the Venue, from and against all loss or liability for, or in respect of, any claims, demands, judgement, actions, damage, costs, charge or expense and all interests, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses arising out of or in connection with or as a consequence of any of your acts or omissions in connection with the APP Conference that breach these terms and conditions.

### Privacy and Intellectual Property

You acknowledge and agree that, in respect of your attendance at the APP Conference:

- you may be photographed, filmed or recorded;
- TPGA can use and disclose your name and image in any material, including promotional material (**Material**) in connection with the APP Conference or future conferences, without any compensation to you;
- TPGA can use and disclose your personal information for any other purpose in connection with the APP Conference, other TPGA and the Australasian College of Pharmacy events and activities;
- all right, title and interest (including intellectual property rights) in the Material will automatically vest in TPGA on its creation. To the extent that any intellectual property rights vest in you, you grant TPGA an irrevocable non-exclusive, royalty free license to copy, use and modify any such materials at TPGA's sole discretion; you unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of your moral rights in the Materials and agree to not institute, maintain or support any claim or proceeding for infringement of any such rights;
- TPGA's privacy policy (see <https://www.guild.org.au/privacy-policy>) contains further information about how TPGA uses, discloses and stores personal information. It also contains details about how you can access and seek correction of your personal information; and
- exhibitors have access to name badge scanning software that enables them to "scan" your name badge to obtain your contact details (name, company, address, phone and email). TPGA is not responsible for the subsequent use, disclosure or other handling of your personal information by any exhibitor or any other person who obtains your personal information using the name badge scanning software.

### Severance

The whole of any part of a provision of this agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable. This clause does not apply if the severance of the provision would materially affect or alter the nature or commercial effect of the parties' obligations under these terms and conditions.

### Jurisdiction

These terms and conditions and any disputes arising out of or in connection with the subject matter of this document is governed by the laws of Queensland within the Commonwealth of Australia. Each party submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from them, in respect of any proceedings arising out of or in connection with these terms and conditions.

### Survival

Any term by its nature that is intended to service termination of these terms and conditions is intended to so (including, but not limited to, each indemnity in these terms and conditions).