

Terms and conditions updated as of 2 December 2021.

By registering for the event, you agree to the following terms:

1. Insurance: Registration fees do not include insurance of any kind. It is strongly recommended that at the time you register for the Conference and book your travel you take out an insurance policy of your choice. The policy should include loss of fees/deposit through cancellation of your participation in the Conference, or through cancellation of the Conference, loss of international/domestic air fares through cancellation for any reason, loss of tour monies through cancellation for any reason including airline or related services strikes, failure to utilize tours or pre booked arrangements due to airline delay, Force Majeure or any other reason, medical expenses (including sickness and accident cover), loss or damage to personal property, additional expenses and repatriation should travel arrangements have to be altered. CREATE Foundation cannot take any responsibility for any participant failing to arrange their own insurance. This insurance is to be purchased in your country of origin.

2. Cancellation policy:

Important: Cancellations must be notified in writing to <u>Kirsty.jarzabek@create.org.au</u>. The event organisers do not have discretionary authority to modify or waive the cancellation policy.

Cancellation Fees:

- Before or on 28th of January 2022 will receive a refund less A\$150.00 cancellation fee.
- Between and including 29th January and 28th of March 2022 will receive a 50% refund of fees paid.
- After 28th of March 2022 there will be no refund.

This cancellation and refund policy is applicable to fee paying attendees only and excludes registrations provided on a complimentary basis or as part of a grant as there has been no financial exchange between the attendee and CREATE Foundation.

If you have registered to attend the Conference in person and are prevented from doing so because of COVID-19 related public health orders, either in your home state or territory (for example, due to lockdown, border closure or being required to isolate) or in the Conference state or territory (such as mandatory vaccinations to enter venues and cross state or territory borders), you must notify the Conference Manager in writing to Kirsty.jarzabek@create.org.au as soon as reasonably practicable, attaching evidence of the reason you cannot attend in-person. Subject to CREATE Foundation's satisfaction that you are prevented from attending due to COVID-19 related public health orders, CREATE Foundation will refund you the difference between in-person and virtual registration fees, so that you can attend the Conference virtually.

If you have received a conference registration as part of a grant and can no longer attend in-person due to COVID-19 related public health orders either in your home state or territory (for example, due to lockdown, border closure or being required to isolate) or in the Conference state or territory (such





as mandatory vaccinations to enter venues and cross state or territory borders), you must notify the Conference Manager in writing to Kirsty.jarzabek@create.org.au as soon as reasonably practicable, attaching evidence of the reason you cannot attend in-person. Subject to CREATE Foundation's satisfaction that you are prevented from attending due to COVID-19 related public health orders, CREATE Foundation will change your registration from physical to virtual. Please note there are no financial reimbursements provided to the individual for registrations provided as part of a grant.

3. Health and safety – COVID-19: CREATE Foundation will follow the public health orders, requirements and advice outlined by the SA Government and venue/s used to facilitate the Conference at the time of the event. CREATE Foundation will take reasonable measures to attempt to minimise the risk of COVID-19 at the Conference. These measures may not prevent delegates being exposed to COVID-19.

CREATE makes no representation or warranty that the event will be free from COVID-19. You acknowledge that while CREATE has taken all reasonable health and safety precautions to keep delegates, speakers and staff safe, delegates attend the Conference in person at their own risk. To the extent permitted by law, CREATE will not be liable for any costs, damages, injuries or loss you incur as a result of attending the Conference, including any adverse health outcome from exposure to COVID-19, or any requirement to quarantine or isolate before, during or after attending the Conference.

- **4. Contact tracing:** Your name and contact details may be provided to public health authorities for contact tracing purposes if requested by those authorities.
- **5. Force majeure:** You shall have no claim if the event is cancelled, interrupted, or fails to proceed as planned due to a force majeure event such as but not limited to war or act of war, act of terrorism, riot, fire, pandemic, extreme weather event, earthquake, strike, lockout, or other force majeure event.
- **6. Currency and tax:** Unless otherwise specified, all fees and costs quoted herein are payable in Australian Dollars (AUD) and include Australian Goods and Services Tax (GST) of 10%.
- **7. Registration:** Each person attending the event must complete a registration form in their name and officially register as a delegate. Registrations may not be shared with any other person/s. You will be asked to present government issued photo ID on your arrival at the event to verify your identity.
- **8. Substitutions:** If you are not able to attend the event, you may nominate a substitute delegate up to 7 (seven) days prior to commencement of the event at no additional charge. Thereafter substitutions are subject to availability and an additional processing fee of \$75 per substitution shall apply. To notify a substitution, send the name and email address of the replacement delegate to Kirsty.jarzabek@create.org.au.

If you have received a grant, you must notify CREATE in writing to <u>Kirsty.jarzabek@create.org.au</u> as soon as practicable with an explanation of why you can no longer attend the Conference to cancel the grant so that CREATE and allocate the funds to another applicant.

9. Program: The program is correct at the time of publishing. The organisers reserve the right to delete, modify or alter items from the program or to delete, modify or alter any aspect of the





Conference timetabling and delivery at their sole discretion and without notice. CREATE Foundation will not accept any liability for any loss or inconvenience caused to any party consequent to such changes.

CREATE Foundation reserves the right to change the delivery method of the Conference, including to an entirely virtual format if it becomes necessary, including to comply with public health orders.

In the event that the Conference is changed to virtual delivery only, attendees that have paid to attend in person will be entitled to a refund equal to the difference between the amount they paid for in-person attendance and the cost of the equivalent virtual attendance.

Other than as outlined in these terms, CREATE shall not accept liability for any loss, expense or inconvenience to delegates arising as a result of any change to the format of the Conference.

- **10. Correspondence:** All correspondence regarding the event will be sent by email and directed only to the persons and email addresses provided when registering. Due to privacy regulations, it is not possible for copies of confirmations, tax invoices or other event correspondence to be sent to any other person.
- **11.** Name Badge: Each member of the Conference will receive a name badge upon registration. The badge will be your official pass and must be clearly visible at all times to obtain entry to all sessions and to social functions. CREATE expects appropriate behaviour from attendees and reserve the right to revoke the badge and privileges of anyone behaving in an inappropriate manner.
- **12. Code of conduct:** All delegates, speakers, sponsors, vendors, partners, staff and volunteers are required to adhere to the following Code of Conduct. Conference Manager/s will enforce this Code throughout the event entirety:

We are dedicated to providing a harassment-free environment, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, or religion (or lack thereof). We do not tolerate harassment of participants in any form. Sexual language and imagery is not appropriate during any aspect of this event, including talks, workshops, parties, social media such as Twitter, or other online media.

Participants violating these rules may be expelled from the event at the discretion of event manager/s. Participants asked to stop any harassing behaviour are expected to comply immediately.

13. Access and dietary requirements: Any requests such as access or dietary requirements, must be notified when registering and must be received by the Conference Manager/s no less than 14 (fourteen) days prior to the first day of the event. All such requests will be notified to the venues involved. In some cases, for example a very specific dietary requirement, the venue may apply a surcharge and this surcharge is payable by the person/s making the request or the request may not be available. In such instances CREATE will work with the venue and/or caterer to find a suitable alternative.





14. Privacy: Your privacy is important to us. Your personal information will be used in accordance with our privacy policy. The full privacy policy can be found on our website here < https://create.org.au/privacy-policy/>.

15. Payment:

- a) Full payment of registration fees must be made at time of registration. After payment has been received and cleared, a tax invoice will be sent by email to the persons and email addresses provided on the delegate registration form. Any credit card charges made by the Conference will appear on your statement as 'CREATE Foundation'.
- b) In cases where the Conference Manager/s agree to send an invoice for payment of fees, payment must be received within 14 (fourteen) days of issue of invoice OR 1 (one) day in advance of the first day of the event, whichever occurs first. Registrations unpaid 1 (one) day before the first day of the event will be cancelled without notice and any amounts already paid will be forfeited. Cancelled registrations cannot be reactivated without receipt of full payment.
- c) Payment by bank deposits you must include the invoice number shown on your invoice when remitting payment by bank deposit. Failure to do so may result in cancellation of your registration.
- **16. Visa:** Only Australian and New Zealand citizens travelling on Australian or New Zealand passports can enter Australia without a visa all other persons must obtain a visa in advance of travel. For information on how to apply for a visa in your country, please refer to http://www.immi.gov.au/visitors/tourist/visa-options.htm. You may also consult with your travel agent or nearest Australian mission. You should apply for a visa not less than 6 (six) weeks prior to your intended travel date. The Conference Manager/s are not able to provide any assistance with visa applications.
- **17. Photography and Recording:** CREATE Foundation will be taking photos and video of conference activities during the Voices in Action conference, to be broadcast at the conference as part of conference activities. CREATE Foundation is well aware of and will abide by child protection legislation in each state and territory prohibiting the publication of images that publicly identify children and young people as in care.

Please be aware that non-identifying photographs of conference participants may be taken throughout the event to be used for CREATE promotional activities. If you did not wish to be photographed please make yourself known to event organizers at the registration desk. You will be provided with an identifier to show that you are not to be photographed.

18. Your rights under the Australian Consumer Law: Nothing in these terms excludes or restricts any rights or remedies you may have under the Australian Consumer Law.

