

## **IMPORTANT NOTICE**

This document contains provisions which affect your legal rights.

Please read it carefully before deciding whether to register for the Event.

If you do not understand any part of it, you should obtain independent legal advice before you register for the Event.

By registering or attending (or both) any Event you acknowledge and agree to the following Terms and Conditions:

## **1. EVENT ATTENDANCE**

- 1.1 You acknowledge that your behaviour reflects on AMSA, other participating universities, your own university and medical students in general.
- 1.2 You agree to comply with the Code of Conduct for the duration of the Event and indemnify any other participating universities, their employees, agents, students and the organisers of the Event for any costs or expenses incurred by those parties resulting from a breach by you of the Code of Conduct.
- 1.3 You must at all times act in an appropriate manner according to this clause which constitutes a 'Code of Conduct'. This includes, but is not limited to:
  - (a) adherence to these Terms and Conditions;
  - (b) adherence to the terms and conditions of the Venue;
  - (c) not acting in a way which constitutes a nuisance or danger to any other person or property of the Venue;
  - (d) giving consideration to other guests at the Venue who are not attending the Event;
  - (e) not acting in any way which may injure or prejudice the reputation of AMSA, your university, other participating universities or medical students in general;
  - (f) behaving in a way that is not discriminative to others, whether sexually, racially, culturally or otherwise;
  - (g) accepting that there will be no tolerance of violence or sexual harassment and that appropriate authorities may be notified if such conduct occurs;
  - (h) not hindering or obstructing any member of a police force or emergency services in the exercise or discharge of their functions at the Venue;
  - (i) complying with any reasonable direction provided to you by AMSA or its agents, including but not limited to the Executive and the Organising Committee;
  - (j) accepting that the distribution of illegal substances at any time during the Event is not permitted and that the appropriate authorities may be notified if such behaviour occurs;
  - (k) taking responsibility for your own safety and wellbeing. Participants are in no way obliged to participate in any Event that they do not feel able to safely participate in. Participants should seek the assistance of an appointed Welfare Officer or the Event organisers if required or if they consider their safety or wellbeing is at risk;
  - (l) notifying the Welfare Officer (if applicable) or Event organisers if they have concerns about the wellbeing of another Participant;
  - (m) complying with all applicable laws whilst attending the Event.

## 2. CONDITIONS OF ENTRY

- 2.1 Admission to the Event is subject to these Terms and Conditions.
- 2.2 You acknowledge that you are:
- (a) a Medical Student; and
  - (b) 16 years of age or over on the commencement date of the Event and agree to present such proof of age immediately if requested by the Event organisers or their Representatives.
- 2.3 If you are under 18 years of age on the commencement date of the Event, you must provide written permission from a parent or guardian before you will be granted entry to the Event.
- 2.4 Alcohol will be served in compliance with the principles of Responsible Service of Alcohol, and all relevant statutes relating to the responsible service of alcohol. You agree that if you are under 18 years of age on the commencement date of the Event, you will be denied entry to any Event where alcohol is served.
- 2.5 You may be required to submit to a search of your person or possessions (or both) before entering the Event.
- 2.6 If you arrive late, you may not be admitted until a suitable break in the Event.
- 2.7 You may not be permitted to take into the Event, or use, cameras or other photographic or recording equipment (including mobile phones).
- 2.8 You acknowledge that you may be denied entry into, or removed from the Event where AMSA has reasonable grounds to do so, including:
- (a) for any breach of these Terms and Conditions; or
  - (b) for any breach of the terms and conditions of the Venue; or
  - (c) for any breach the Code of Conduct outlined in clause 1.3; or
  - (d) if you are intoxicated or under the influence of illicit drugs; or
  - (e) if you are inappropriately attired; or
  - (f) if you engage in behaviour which is inappropriate, offensive, abusive, or adversely affects the enjoyment of the Event by others.
- 2.9 You acknowledge and agree that, if you are refused entry to or ejected from the Event in accordance with clause 2.8, it will be at your own expense and you will not be entitled to a refund of any registration, accommodation or other fees paid to AMSA with respect to the Event.

## 3. ACCOMMODATION

- 3.1 If accommodation is relevant to an Event, rooms in the Venue (or accommodation associated with the Venue or otherwise determined by the Organising Committee to be the accommodation for the purposes of the Event) will be allocated by the Organising Committee. Participants may provide the name of fellow Participants with whom they wish to share accommodation, and the Organising Committee will endeavour to meet such requests. However, the Organising Committee does not guarantee that any such requests for accommodation sharing will be fulfilled.

- 3.2 Any damage or fees above and beyond the base room rate (such as costs incurred for room service, car parking, or in-house movies), shall be the responsibility of the occupants of the room. The Venue may require a cash or credit card deposit. All such arrangements are strictly between the Venue and the occupants of the room.
- 3.3 In the event of any damage to the Venue or breach of the Venue's policies and procedures, AMSA, participating universities, their employees, agents, students, organisers and sponsors of the Event will not accept any Liability and may, if requested, provide relevant information to the Venue's staff and management if requested.

## **4. PAYMENT**

- 4.1 When you complete the registration process, this becomes a tax invoice in compliance with ATO requirements. This can be used to make payment by Electronic Funds Transfer (EFT), Credit Card, or cheque and you can keep the completed registration form on file for your tax records.
- 4.2 Payment method will be described on the official registration page. All prices are inclusive of GST.
- 4.3 All credit card fees are as per your credit card provider and you are subject to their terms. AMSA's ticketing platform may charge processing or transaction fees at time of sale.
- 4.4 Your registration is not confirmed until you have received a receipt and confirmation email from AMSA.

## **5. REFUNDS**

- 5.1 Any money refunded by AMSA will be paid to the original card or account. No refunds will be paid in cash. Any refunds will be processed following the conclusion of the Event except in extraordinary circumstances.
- 5.2 If you are unable to attend the Event due to a government mandated border closure relating to Covid-19 and you provide notice in writing to AMSA more than seven days prior to the commencement of the Event, AMSA will refund the full registration fee. No refunds will be provided if notice is received fewer than seven days prior to the commencement of the Event.
- 5.3 If AMSA cancels, reschedules, or significantly relocates the Event (including resulting from Covid-19 measures) and you cannot or do not wish to attend the rescheduled or relocated Event, you may apply for a full refund of the registration fee.
- 5.4 If you are unable to attend the Event due to illness or injury, AMSA will provide a refund in accordance with the following:
- (a) if you cancel on or before the date that is four months prior to the date of the Event, AMSA will refund 85% of the registration fee and with the balance being retained for administrative costs and other costs incurred in relation to the Event;
  - (b) if you cancel after the date that is four months prior to the date of the Event but on or before the date that is two months prior to the date of the Event, AMSA will refund 75% of the registration fee and with the balance being retained for administrative costs and other costs incurred in relation to the Event;
  - (c) if you cancel after the date that is two months prior to the date of the Event but on or before the date that is one month prior to the date of the Event, AMSA will refund 50% of the registration fee and with the balance being retained for administrative costs and other costs incurred in relation to the Event;
  - (d) if you cancel after the date that is one month prior to the date of the Event but on or before the date that is one week prior to the date of the Event, AMSA will refund 25%

of the registration fee and with the balance being retained for administrative costs and other costs incurred in relation to the Event;

- (e) if you cancel after the date that is one week prior to the date of the Event, AMSA will not provide a refund.

AMSA may request proof of the illness or injury prior to approving and processing any refunds.

5.5 AMSA will not approve refunds or exchanges for incorrect purchases or a change in your personal circumstances. For your request for a refund to be considered, you must provide to AMSA the following details:

- (a) the registered email against the booking; and
- (b) the reason for your request; and
- (c) any supporting documentation (such as a medical certificate).

In all cases, refunds will be considered as per section 5.4.

## 6. SUBSTITUTION

If you cannot attend the Event, you may resell your ticket to another person using a ticket resale platform approved by AMSA. This resale platform will close 7 days prior to the Event. You are not permitted to substitute or transfer your registration to any other person except via the approved resale platform. While every effort will be made to accommodate any special requests the new attendees may have (including dietary requirements), AMSA makes no assurances this can be achieved

## 7. VARIATION TO EVENTS

7.1 AMSA reserves the right to add, withdraw, reschedule or substitute presenters and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and delegate capacity.

7.2 While every effort will be made to ensure a program of equivalent standard and value, there may be some circumstances where AMSA needs to cancel, postpone or shorten the Event. If this occurs clause 5.3 is to apply.

## 8. COVID-19 MEASURES

8.1 To ensure we provide a COVIDsafe event, by registering for the Event you are confirming that:

- (a) You are (or will be by the commencement date of the Event) fully vaccinated. Fully vaccinated has the meaning as that used by the Australian Government as at the date of the commencement date of the Event; and
- (b) You are well and are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell; and
- (c) You are not otherwise required to be self-quarantining; and
- (d) If any of the above circumstances change prior to the Event you will notify us and not attend the Event.

8.2 You acknowledge that the Event may be affected by one or more government directions, orders or regulations relating to Covid-19. This may require AMSA to:

- (a) cancel or postpone the Event; or
- (b) reduce the number of persons who may attend the Event; or
- (c) change your seating allocation; or
- (d) change any standing or seating configurations for attendance at the Event; or
- (e) any combination of one or more of the above,

in which case, clause 5.3 shall apply.

8.3 By participating in the Event you acknowledge and agree that:

- (a) given the contagious nature of COVID-19 there are risks in participating in the Event;
- (b) although AMSA will comply with government restrictions, AMSA cannot guarantee that you will not become infected with Covid-19, which has significant health risks;
- (c) you have had the opportunity to consider the risks associated with participating in the Event and freely and voluntarily accept:
  - (1) all of the risks (foreseeable and unforeseeable) that may result from participating in the Event; and
  - (2) any and all consequences which may result from those risks (whether foreseeable or unforeseeable);
- (d) while participating in the event you will, at all times, follow:
  - (1) government guidelines in relation to Covid-19 and all set procedures to reduce the spread of Covid-19 while attending the Event;
  - (2) the lawful directions of AMSA and any of its Representatives or the Representatives the Venue at which event is held; and
  - (3) any signage displayed at the Event or at the Venue at which Event is held;
- (e) to the full extent permitted at law, you waive, release and discharge each of AMSA and its Representatives from and against any and all Claims or Liabilities which you have, or may at any time have, arising out of or in relation to the Event. This waiver, release and discharge extends to all acts, omissions, defaults, failures or errors on the part of all or any of AMSA or its Representatives;
- (f) you agree to indemnify, and keep indemnified, each of AMSA and its Representatives from and against any Claims and Liabilities, whether direct or indirect, arising out of or in relation to:
  - (1) you observing or participating in the Event; and
  - (2) your acts or omissions while observing or participating in the Event;
- (g) you covenant not to sue or commence any proceedings against AMSA or any of its Representatives in respect of any loss or damage arising out of or relating to any loss, damage, injury or illness you may sustain which in any way relates to the Event; and

- (h) you intend to be immediately bound by the terms recorded in these Terms and Conditions and for it to be binding on your executors, administrators and assigns.

## 9. RISK

9.1 You agree that you will take responsibility for the security of your personal property while attending the Event. The Venue and other AMSA suppliers generally do not accept any responsibility for loss or damage to the property of Participants.

9.2 AMSA will pass any information provided by you about allergies and intolerances to the conference hotel and conference dinner venue. However, please be aware that the conference hotel and other AMSA suppliers do not guarantee that there will be no cross-contamination of food.

9.3 Views expressed by presenters at the Event are their own. AMSA cannot accept Liability for advice given, or views expressed, but any person at an Event or any material provided to Participants during an Event.

9.4 You unconditionally and irrevocably acknowledge and agree that:

(a) AMSA and its Representatives are in no way responsible for any Claims or Liabilities for:

- (1) any injury, illness or death that you may sustain; nor
- (2) any loss, damage or theft of property belonging to you;

(b) AMSA may, in its sole discretion:

- (1) refuse to permit you to engage in the Activities;
- (2) require you to cease the Activities; or
- (3) change or vary the conditions of participation in the Activities;

(c) the Activities may involve activities that are inherently dangerous activities and may be dangerous recreational activities;

(d) the risks associated with participating in the Activities include, but are not limited to, damage to property, injury, illness or death to Participants;

(e) you have had the opportunity to consider the risks associated with participating in the Activities and freely and voluntarily accept:

- (1) all of the risks (foreseeable and unforeseeable) that may result from you participating in the Activities; and
- (2) any and all consequences which may result from those risks (whether foreseeable or unforeseeable);

(f) all Implied Warranties are excluded to the full extent permitted by law;

(g) to the extent any Implied Warranties cannot be excluded, liability for any breach of any Implied Warranty is limited to, in the case of any Implied Warranty relating to services:

- (1) the re-supply of those services; or
- (2) the cost of re-supply of those services;

(h) while at the Venue or participating in the Activities you will, at all times, follow:

- (1) the lawful directions of any of AMSA and any of its Representatives; and
- (2) any signage displayed on or in relation to the Premises;
- (i) if you observe any uncontrolled hazard or risk, you will immediately cease any actions undertaken by you contributing to that hazard or risk, take those steps which are available to you to reduce the hazard or risk and inform the nearest Representative of AMSA of the hazard or risk and steps taken;
- (j) to the full extent permitted at law, you waive, release and discharge AMSA and its Representatives from and against any and all Claims or Liabilities which you have, or may at any time have, arising out of or in relation to the Activities or the Venue. This waiver, release and discharge extends to all acts, omissions, defaults, failures or errors on the part of all or any of AMSA or its Representatives;
- (k) you agree to indemnify, and keep indemnified, each of AMSA and its Representatives from and against any Claims and Liabilities, whether direct or indirect, arising out of or in relation to:
  - (1) you being at the Venue;
  - (2) you observing or participating in the Activities (whether on at the Venue or elsewhere); and
  - (3) acts or omissions by you while at the Venue or observing or participating in the Activities.

## 10. PRIVACY

- 10.1 By agreeing to these Terms and Conditions, you confirm that you have read and understood the AMSA Privacy Policy
- 10.2 Registrations are processed by third parties on behalf of AMSA.
- 10.3 AMSA may be required to provide the Venue, sponsors and exhibitors with the details of Participants prior to and following the Event.
- 10.4 If you do not wish for your details to be shared with the Event sponsors and exhibitors, you may indicate your choice to 'opt out' on the registration form.
- 10.5 AMSA may retain information about registrations to assist in:
  - (a) compiling and analysing statistics relevant to the Event; and
  - (b) planning and developing future Events.
- 10.6 You grant permission and consent to AMSA and its Representatives to:
  - (a) film, photograph or otherwise record you by any means and your participation in the Event and to display, use, produce, reproduce, alter, view, broadcast or otherwise utilize the same for editorial, promotion, publicity, educational and advertising purposes, and that you will not be entitled to any compensation in respect of the same; and
  - (b) use, produce, reproduce, alter, sell or distribute any audio, photographs, images, video, motion pictures, recordings or any other depiction of any kind of you, your respective likenesses or of your participation in the Event by whatever manner they consider appropriate for editorial, promotion, publicity, educational and advertising purposes, and that you shall not be entitled to any compensation in respect of the same; and

- (c) use, produce, reproduce, alter, view or broadcast by any means, your name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to you.

10.7 You waive any interest that you may have in the copyright or Intellectual Property of the materials referred to in clause 10.6 now or at any future time and acknowledge that you will not receive any payment or consideration in respect of the same.

10.8 You release AMSA, its employees and Representatives from any Liability (including consequential loss) connected with the publication, reproduction, release or other use of these materials.

## 11. WARRANTY

You warrant that by signing these Terms and Conditions:

- (a) you have read, understood and agreed to these Terms and Conditions; and
- (b) these Terms and Conditions constitute a legal, valid and binding agreement between you and AMSA; and
- (c) you acknowledge that AMSA has relied on the warranties in this clause 11.

## 12. INDEMNITY AND RELEASE

12.1 You agree to indemnify AMSA and agree to keep AMSA always indemnified from and against all loss, damage, expense or Claim which AMSA may incur, including to a third party, in respect of or arising out of any wilful or negligent damage caused by you to persons or property during the Event.

12.2 To the full extent permitted at law, you waive, release and discharge AMSA and participating universities, their employees, agents, students, organisers and sponsors of the Events from and against any and all Claims or Liabilities which you have, or may at any time have, arising out of or in relation to the Event including, but not limited to:

- (a) negligence, including the failure to use such care as a reasonable person would use in the circumstances for any loss, damage to property, expenses, personal injuries (including death);
- (b) breach of any other duty imposed by law (including occupiers' liability); and
- (c) breach of these Terms and Conditions.

12.3 This waiver, release and discharge extends to all acts, omissions, defaults, failures or errors on the part of all or any of AMSA or its Representatives.

## 13. VARIATION TO TERMS AND CONDITIONS

AMSA may vary these Terms and Conditions at any time by updating them. Any variations will only apply to registrations made after these Terms and Conditions have been updated.

## 14. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between you and AMSA concerning the Event and supersede all prior discussions, representations, negotiations and agreements.

## 15. GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with the laws of the relevant state. Each party agrees to submit to the exclusive jurisdiction of the courts of the State.

## 16. SEVERABILITY

If a provision of this agreement is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

## 17. DEFINITIONS

In these Terms and Conditions:

**Activities** means any and all activities that are undertaken by you as part of, or during, the Event.

**AMSA** means The Australian Medical Students' Association Limited ACN 079 544 513.

**Code of Conduct** means the code of conduct published by AMSA from time to time.

**Constitution** means the current Constitution of AMSA as varied or amended from time to time.

**Claim** means in relation to a person, any action, allegation, claim, demand, judgment, Liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether:

- (a) it is present, unascertained, immediate, future or contingent;
- (b) it is based in contract, tort, statute or otherwise; or
- (c) it involves a third party.

**Event** means any event run by AMSA including, but not limited to, the National Convention, Global Health Conference, Rural Health Summit, and National Leadership Development Seminar.

**Executive** means the voluntary management team of AMSA elected by its Members under the Constitution.

**Intellectual Property** means copyright, all present and future rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields.

**Liability** means a debt, liability or Obligation, quantified or unquantified, whether:

- (a) actual, contingent or prospective;
- (b) present or future;
- (c) qualified or unqualified; or
- (d) incurred jointly or severally with any other person.

**Medical Student** means a person enrolled in a medical degree at a university which is located in Australia. It includes a person who has deferred their medical degree for no more than two consecutive years.

**Member** means any member of AMSA.

**Obligation** means any commitment, covenant, duty, obligation or undertaking whether arising by operation of law, in equity or by statute and whether express or implied.

**Organising Committee** means the committee of students charged with organising the Event.

**Participant** means any person in attendance at the Event who is registered as a Participant with the Organising Committee of the Event.

**Representatives** means agents, officers, contractors or employees of AMSA or a person authorised by AMSA to act as its representative.

**Terms and Conditions** means the terms and conditions set out in this document and any amendment to it.

**Venue** means any premises or location at which the Event occurs or takes place and includes the hotel or other accommodation venue designated by the Organising Committee or the Executive for any accommodation associated with the Event (which may or may not be the same venue at which the Event occurs).

**Welfare Officer** means a medical student or non-medical student in attendance at the Event who is present and involved in the care of Participants at the Event at the request of the Organising Committee.

## 18. INTERPRETATION

18.1 In these Terms and Conditions, unless the contrary intention appears:

- (a) a reference to:
  - (1) these Terms and Conditions or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;
  - (2) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them;
  - (3) a person, firm, corporation, association includes any other of them;
  - (4) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a party by novation) and assigns;
  - (5) a right includes a benefit, remedy, authority, discretion and power;
- (b) the singular includes the plural and vice versa;
- (c) headings shall not affect the construction;
- (d) if an act is required to be done on a particular day and the act is done after 5.00pm on that day, it will be deemed to have been done on the following day;
- (e) an agreement, covenant, Obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, Obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.