

## **Event Terms and Conditions – 2024 Asia Pacific Loyalty Awards**

These Event Terms (Terms) govern your purchase of tickets for, and attendance at, events held by Australian Loyalty Association (Global Loyalty Pty Ltd). It is your responsibility to review these Terms prior to the purchase of tickets.

By purchasing tickets you agree to be bound by these Terms. We reserve the right to amend these Terms at any time, and will provide the most recent version of them on our website. Throughout these Terms, the terms “Australian Loyalty Association”, “ALA”, “we”, “us” and “our” refer to Australian Loyalty Association and its associated entities, and “you” refers to the individual or business purchasing tickets or attending events.

### **Event Booking and Ticket Purchase**

- 1.1. A list of upcoming events, and ticket and table prices are available on our website.
- 1.2. Australian Loyalty Association Advisory Board, Sponsors and VIPs may access discounted ticket and table prices at the discretion of ALA. Early bird ticket discounts are available as advertised on the website.
- 1.3. In addition to the ticket or table price, you must pay GST and any booking, handling, credit card surcharge or postage fees specified on our website.
- 1.4. Ticket prices are subject to change, and Australian Loyalty Association will use best endeavours to inform you if there is a change.
- 1.5. You may make a booking and/or purchase a ticket for an event:
  - 1.5.1. online via our website; or
  - 1.5.2. via our chosen booking portal; or
  - 1.5.3. by requesting an invoice.
- 1.6. Your booking is confirmed when you receive an email notification and receipt, except in circumstances where your ticket is refunded by ALA and ALA does their best to inform you via the contact details received. We will maintain a list of confirmed and paid for attendees for each event, and you may gain entrance to the event by presenting identification, an electronic ticket or your email receipt.
- 1.7. All additional expenses incurred by the delegate outside of the event program are to be covered by the delegate, e.g. room incidentals, additional food and beverages outside of the provided meals, touring, activities, any additional accommodation required, upgrades, transport or phone calls.

### **2. Refunds, Credits and Transfers**

- 2.1. All ticket sales and table bookings are final. No exchange, credit or refund will be given except in some circumstances such as in the case of a cancelled or rescheduled event (see section 3) in which case you will be issued a credit for future use with ALA.

For clarification, you are not entitled to a refund if:

- 2.1.1. you did not enjoy the event; or
- 2.1.2. you are no longer able to attend the event; or

2.1.3. you arrived late; or

2.1.4 are refused entry for any reason.

2.2. A ticket or table booking is transferrable to another person on the following conditions:

2.2.1. a request is submitted in writing to [events@australianloyaltyassociation.com](mailto:events@australianloyaltyassociation.com) containing the replacement guest name, business name and email address; and

2.2.2. the request is submitted at least 24 hours prior to the event. Australian Loyalty Association reserves the right to refuse entry if a replacement guest arrives at the event without the ticket being transferred via this procedure.

### **3. Event Cancellation or Postponement**

3.1. Sometimes events are cancelled, varied or postponed due to a variety of situations. In the event that ALA cancels an event, for any reason beyond the reasonable control of ALA, the cost paid by the attendee will be credited to a future ALA event. This credit will be valid for up to 1 year from the date of cancellation of the original event and if the attendee does not utilise all or any of the credit provided within one year then such unused credit will be forfeited.

In the event of it being found necessary, for whatever reason, that the event is being postponed or the dates being changed, the organisers shall not be liable for any expenditure, damage or loss incurred by the delegate.

We will use reasonable endeavours to notify ticket holders of a cancellation, variation or postponement by sending an email to all ticket holders and putting a notice on our website; however the responsibility to ascertain whether an event has been cancelled, varied or postponed is yours. We do not guarantee that ticket holders will be informed of a cancellation, variation or postponement before the date of the event.

### **4. Event Conduct**

4.1. You are expected to behave in a professional and appropriate manner at all events. We reserve the right to refuse entry or require you to leave if your behaviour is deemed unacceptable.

4.2. You acknowledge that cameras, audio and video recorders may not be permitted at certain events. Australian Loyalty Association will advise whether this is the case at each event.

4.3. Australian Loyalty Association films and photographs every event. By attending the event you consent to being filmed or photographed by Australian Loyalty Association (or its representatives) and to Australian Loyalty Association using your name, likeness, image and/or voice in such photographs or films for the purpose of promoting our events, services and products. No remuneration is payable for such use. If you do not wish your name, likeness, image and/or voice to be used please let us know in advance.

## **5. Limitation of Liability**

5.1. To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at events.

5.2. Where our liability cannot be excluded, such as in relation to Consumer Guarantees under the Australian Consumer Law or other prescribed terms under legislation, our liability for breach is limited to the face value of the ticket purchased by you, plus any relevant booking and delivery fees.

## **6. Miscellaneous**

6.1. These Terms shall in respects be governed by the laws of the Australian state in which it is conducted, dependent on where the event is held. You submit to the exclusive jurisdiction of the courts in the state in which the event is held to determine any matter or dispute which arises under these Terms.

6.2. If any provision of these Terms is deemed invalid or unenforceable, all or part of that provision will be severed from the Terms and will not affect the enforceability of the remaining provisions of the Terms.

6.3. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Terms shall not constitute a waiver of such right.

6.4. These Terms constitute the entire agreement between Australian Loyalty Association and you in relation to the Events.

## **7. Speakers**

Views expressed by speakers are their own. Australian Loyalty Association cannot accept liability for advice given, or views expressed, by any speaker at the event or in any material provided to delegates. Australian Loyalty Association reserves the right to make alterations to the event program, speakers, venue and timings. Details of speakers and topics are correct at the time of going to press. However, circumstances beyond the control of Australian Loyalty Association may necessitate substitutions of speakers and topics for which Australian Loyalty Association cannot be held responsible. Any changes to the program will be noted on our website [www.australianloyaltyassociation.com](http://www.australianloyaltyassociation.com) and you should check regularly for updates.

## **8. Limitation of Liability**

Certain laws imply terms, conditions and warranties (prescribed terms) into contracts for the supply of goods and services and prohibit the exclusion, restriction or modification of such term, conditions and warranties. The liability of Australian Loyalty Association in respect of a breach of a prescribed term or any warranty made under these terms of sale is limited, to the extent permissible by law and at the option of Australian Loyalty Association to:

- In the case of services, the supply of the services again; or the payment of the cost of having the services supplied again; and
- In the case of goods, the replacement of goods or the supply of equivalent goods; the repair of goods; the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired.

## **9. Special Meal Requirements & Allergies**

The Glasshouse can only provide alternative menu options in these categories: vegetarian, vegan, gluten free/coeliac, dairy free/lactose free and nut free. Should your dietary requirements fall outside of any of these, please contact [events@australianloyaltyassociation.com](mailto:events@australianloyaltyassociation.com). The Big Group cannot guarantee an allergen free environment in their kitchens and the products they supply. Gluten, peanuts, tree nuts, eggs, milk, wheat, fish, shellfish, and other potential allergens may be present in food and beverages. Any special dietary requirements are to be advised no later than seven (7) business days prior to the Function date, special requests may not be accommodated after this time. The Glasshouse is not authorised to carry or administer EpiPens and guests who have allergies should have their medication available in the unforeseen circumstance that they may suffer an allergic reaction.

## **10. Smoking Policy**

In the interest of public health and in line with Government Regulations, The Glasshouse venue is smoke free inside the building however smoking is permitted in the designated smoking areas only of The Glasshouse.

## **11. Cloaking Facilities**

Cloaking facilities are provided for clients and their guests on a no charge basis at the risk of the attendee leaving items with The Glasshouse and whilst The Glasshouse uses its reasonable endeavours to protect items left with it, The Glasshouse can accept no responsibility for loss or damage to goods stored or left with The Glasshouse. It is the responsibility of attendees to collect and check items left for cloaking with The Glasshouse at the end of the function.

## **12. Damage Waiver**

The Client shall be responsible for the cost of making good any negligent or intentional damage or loss caused to any of The Glasshouse property, furniture, fittings, styling objects and equipment arising from the acts of any of its employees, contractors/ agents, or persons attending the event whether before, during or after the event.

### **13. Miscellaneous**

Unless the terms and warranties are included in these Terms of Sale, all prior discussions, quotations, warranties and Prescribed Terms, to the extent permitted by law, are excluded and Australian Loyalty Association will not be liable for any loss or damage or for consequential loss or damage of any kind arising out of the supply or failure to supply of goods or services, or arising out of Australian Association's negligence or in any way whatsoever.

These Terms of Sale are to be construed in accordance with the laws from time to time in the relevant state or territory of Australia and the parties submit to the non-exclusive jurisdiction of the courts of Victoria. These Terms of Sale contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties. Any conditions found to be void, unenforceable or illegal may, to that extent, be severed from the agreement. No waiver of any of these Terms of Sale or failure to exercise a right or remedy by Australian Loyalty Association will be considered to imply or constitute a further waiver by Australian Loyalty Association of the same or any other term, condition, right or remedy.

By registering for an event you agree to receive marketing communications from Australian Loyalty Association and our sponsors and partners. Please email us [events@australianloyaltyassociation.com](mailto:events@australianloyaltyassociation.com) should you wish to opt-out from these marketing communications.