

## **ECU Alumni Events Standard Terms and Conditions**

By requesting or purchasing a ticket or registering to an ECU Alumni event, you agree to be bound by ECU's Event Terms, which are set out below.

If you are registering on behalf of another person or entity, you are warranting to ECU that the person attending or the entity you are representing are also aware of and accept these Event Terms:

1. Events held at ECU lands will be subject ECU's Land and Traffic By-Laws.
2. For security purposes, bags and personal belongings may be subject to visual inspection.
3. Unless otherwise expressly provided for in the event information:
  - 3.1 all children attending the event or location must be accompanied by a supervising adult at all times, and will be bound by these Event Terms; and
  - 3.2 outside food and drink are not permitted.
4. Except in very limited circumstances, ECU does not provide refunds for unused tickets in circumstances where a Participant chooses not to attend an event. If a Participant cannot attend an event due to illness, or due to compliance with government regulations regarding Covid-19, the event organiser should be contacted wherever possible before the event, for further consideration. The decision whether to provide a refund will be at ECU's absolute discretion. If the event is rescheduled by ECU for any reason, Participants will be given the option to attend a rescheduled event or request a refund. Where the event is cancelled, ECU will issue a full refund.
5. Tickets are non-transferrable and must not be sold or assigned without ECU's prior consent.
6. ECU reserves the right to make reasonable alterations to an event, for example substituting presenters, topic changes, venue changes, ticketing changes, etc., at any time. ECU will use reasonable endeavours to give notice to Participants of any substantial changes wherever possible, and to give Participants the option of not attending the event and obtaining a refund.
7. ECU may impose a maximum cap on the number of available tickets to an event. Tickets requested or purchased in excess of a maximum ticket cap may be cancelled, and if purchased, refunded, upon written notice to a Participant.
8. ECU reserves the right to refuse registration to, participation in, or entry to an event in its absolute direction. Where refusal occurs, ECU is not obliged to provide reasons. ECU also reserves the right to remove a Participant from an event if ECU in its absolute discretion, determines a Participant's conduct to be unsafe, disruptive, hindering the enjoyment of the event by others, or not in accordance with ECU's values.
9. Views and materials presented by any third party at the Event are their own. ECU and its personnel will not be liable for any advice given or views or materials presented by a third party.
10. Presentations and associated materials at an event are subject to copyright, and other intellectual property rights. Participants must not copy, reproduce, modify, distribute, transmit or publish presentations and associated materials without ECU's prior consent. Participants are also not permitted to photograph or record an event without ECU's prior consent.
11. The event may be at a location where photography, audio and video recording, and broadcasting may occur. Participants acknowledge and agree that photographs, recordings and broadcasts made by ECU, its representatives or by third parties authorised by ECU, may be used in ECU's absolute direction by ECU, its representatives or by third parties authorised by ECU. Usage may occur

- overseas, and may include marketing and promotion in a variety of formats. If Participants are concerned by this, please email [futurestudentevents@ecu.edu.au](mailto:futurestudentevents@ecu.edu.au).
12. ECU will collect, store, access and disclose personal information about Participants in accordance with ECU's prevailing Privacy Policy and any relevant laws. Each Participant consents to being contacted by email, SMS/MMS, mail, social media, and telephone and other means, for marketing, surveys and other ECU-related purposes, by or on behalf of ECU. Participants also consent to ECU providing their attendance and contact information to third party presenters at the event, and to venue hosts, who may also contact Participants. If Participants do not wish for this to occur, please email [futurestudentevents@ecu.edu.au](mailto:futurestudentevents@ecu.edu.au).
  13. Participants are required to follow any lawful directions given by ECU, the Department of Health, or the Event venue, in relation to Covid-19, and in relation to any other health and safety matters.
  14. To the maximum extent permitted by law (including the Australian Consumer Law):
    - 14.1 ECU expressly excludes and disclaims any liability to a Participant, in contract or tort or otherwise, for any indirect, direct, consequential or other loss, cost, damage, claim, or expense, which a Participant may incur in connection with or arising out of an event, their participation in the event, or their transit to or from an event;
    - 14.2 all implied warranties, guarantees, terms and conditions are excluded; and
    - 14.3 participants release ECU, its personnel and its authorised representatives, from any liability, claim, action, right, or entitlement howsoever arising which is in any way connected to the event, their participation in the event, or their transit to or from an event.
  15. Where ECU's, its personnel's, or its authorised representatives' liability cannot be excluded as a matter of law, the maximum aggregate liability of ECU, its personnel and its authorised representatives, will be limited to the amount paid by a Participant to attend the event, or \$25, whichever is the greater.
  16. Any claim against ECU, its personnel or its authorised representatives, will be deemed to be waived if the claim is not made in writing within 10 working days from the date of the Event.
  17. Those events that are held at external venues (not on ECU lands) are subject to any rules set out by the venue hirer.
  18. This Event Terms are governed by the laws of Western Australia. Participants submit to the exclusive jurisdiction of Western Australia.
  19. In these terms "Participant" means a person purchasing or requesting a ticket, or any person or entity for whom a ticket has been purchased or requested.

*Current as at 18/3/2023*