# Forbes Australia Business Summit

#### 1. Terms and Conditions

(a) You are entering into a transaction (the **Transaction**) with Success Publishing Pty Ltd (hereinafter referred to as *'Forbes Australia'*) to purchase a package known as the 'Forbes Australia Business Summit Package', entitling you to the benefits set out in section 3 below.

(b) By proceeding with the Transaction and making a payment, you confirm that you:

(i) have read, understood, and agree to these terms and conditions.

(ii) agree to the privacy policy of Forbes Australia – <u>https://www.forbes.com.au/privacy-policy/</u>

(iii) agree to the conditions of entry set by the venue at which the Forbes Australia Launch will take place, being Conditions Of Entry | Venue Information | ICC Sydney

(iv) acknowledge and understand it is incumbent upon you to provide Forbes Australia with full and accurate details of each attendee as required under section 4, failing which you may not receive the benefits to which you may otherwise be entitled.

(v) agree that whilst the advertised line up & agenda is correct at release, it is subject to change without notice and that you will have no claim against Forbes Australia either for refund of the price of the Forbes Australia Business Summit Package or for any other claim whatsoever.

#### 2. Payment

(a) You agree:

(i) to pay Forbes Australia in full, when placing an order to purchase a Forbes Australia Business Summit Package.

(ii) until payment has been completed in full, you will not be entitled (nor able) to receive any of the entitlements comprising the Forbes Australia Business Summit Package.

(b) All pricing is in Australian Dollars and includes local taxes.

#### 3. Forbes Australia Business Summit Package Entitlements

(a) Platinum package - you will receive the following entitlements (Entitlements):

(i) A single-entry ticket to the Forbes Australia Business Summit scheduled to take place at the Venue on 18<sup>th</sup> of November2022

(ii) Access to the Platinum longue which includes lunch, barista service & a networking session at the conclusion of the Forbes Australia Business Summit.

(iii) A Forbes gift bag

(b) VIP package will receive:

(i) A single-entry ticket to the Forbes Australia Business Summit scheduled to take place at the Venue on 18<sup>th</sup> of November2022.

#### (ii) A Forbes Australia gift bag

#### 4. Requirements of Purchase

(a) A name, contact number & email address will be required for each Forbes Australia Business Summit Package purchased.

(b) When entering the Venue, photo identification may be requested & must match the name on the ticket to guarantee entry.

### 5. Cancellation Rights

(a) Note that there is no cooling-off period and payment for a Transaction is not refundable.

(b) If the Forbes Australia Business Summit is postponed for any reason, your entitlements will apply to the rescheduled event. A rescheduled event will be provided to you before November 18<sup>th</sup> 2023.

(c) If the Forbes Australia Launch is cancelled for any reason, you will be entitled to a refund of the price of the Forbes Australia Business Summit package but will have no other claim of any nature arising out of such cancellation.

(d) Entitlements not used are not able to be swapped or exchanged for credit.

(e) If you purchase your Forbes Australia Business Summit package via the telephone, you will have 10 business days from the date of purchase to cancel your purchase & obtain a full refund.

(f) Should you qualify for a refund, the amount will be refunded within 21 business days from cancellation.

(g) If you have used or accessed any of the entitlements comprising the Forbes Australia Business Summit package, Forbes Australia reserves the right to deny you a refund in respect of the utilised portion or deduct reasonable costs for the amount returned to you.

#### 6. Forbes Australia Business Summit Package Resale

(a) The re-advertisement or re-sale of Entitlements is strictly forbidden.

(b) If any Entitlements are found to be re-advertised or for re-sale Forbes Australia reserves the right to cancel all Entitlements without refund and the bearer of the Forbes Australia Business Summit package will not be provided with Entitlements.

(c) Only Forbes Australia Business Summit package purchases made directly through Forbes Australia will be guaranteed access to the entitlements listed in section 3.

Scalping warning: The resale of entitlements in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

## 7. Force Majeure

(a) If the Forbes Australia Business Summit has to be re-scheduled, postponed or cancelled as a result of an act of God, Government legislation, public health orders, an inevitable accident, power cut, fire, blackout, flood, COVID-19, pandemic, injury, death or any other calamity, or if by reason of strikes, or lockouts, or any other events beyond the direct control of either party, Forbes Australia reserves the right to postpone and reschedule the event and the provisions of section 5(b) or 5(c), as the case may be, will apply. (b) Forbes Australia reserves the right to alter the venue, speakers and amend the agenda due to circumstances outside of its control-

(c) Forbes Australia will not be liable in any manner whatsoever for any cancellation or postponement of the Forbes Australia Business Summit as a result of Force Majeure or a change of venue or amendment to the agenda arising out of this clause 7.

#### 8. Privacy and your security:

(a) Forbes Australia will collect personal information including but not limited to name, contact details, email address and postal address. This information will only be shared with approved partners to provide access to Forbes Australia Business Summit and enhance your Forbes Australia Business Summit experience.

(b) You acknowledge and agree that Forbes Australia may disclose and use your personal information in accordance with the Forbes Australia privacy policy available at Forbes Australia <u>https://www.forbes.com.au/privacy-policy/</u>

(c) By attending the Forbes Australia Launch Event, you consent to:

(i) your name, organisation and job title being published in delegate lists and shared with commercial partners in advance of, during and/or after the Forbes Australia Business Summit for the purpose of networking and marketing; and

(ii) the publication and/or use of your name, organisation, job title, image, voice, statement or otherwise, in the Forbes Australia Magazine or any other media (digital or print) for the purpose or reporting on or publicizing the Forbes Australia Business Summit without any payment or compensation.

(iii) Should you not wish to appear in any promotional or marketing materials you must notify us via email <u>events@forbes.com.au</u> before the date of the Forbes Australia Business Summit.

#### 9. Filming:

(a) You acknowledge and agree that portions of the Forbes Australia Business Summit may be recorded, and that Forbes Australia shall own any recordings that can be used at their discretion for promotional or marketing purposes.

(b) You agree not to record any part of Forbes Australia Business Summit. Failure to comply with this directive could lead to your participation in Forbes Australia Business Summit being revoked with no refund or credit being provided.

(c) You may not use recordings from Forbes Australia Business Summit for commercial purposes without the prior written consent of Forbes Australia which may be withheld in our absolute discretion.

(d) Without derogating from the above, materials distributed by Forbes Australia as part of Forbes Australia Business Summit may not be distributed or re-produced.

## 10. General

(a) All notices or other communications must be made to events@forbes.com.au

(b) to prevent exposure to possible adult themes and/or use of adult language (including obscenities) persons under age 16 will not be permitted to attend the Forbes Australia Business Summit. Persons under 16 will not be

admitted to the Platinum Lounge or any other area within the Venue at which alcohol will be served or otherwise made available.

(c) All event content is in English, and no translation is provided.

(d) Speakers will appear at different times and not the full duration of the Forbes Australia Business Summit.

(e) One invoice is generated per order and communication is solely with the buyer of the Forbes Australia Business Summit Package until guest details (with an instruction to communicate with any guest) are provided.

(f) If you have any special access requirements, please email events@forbes.com.au with your requirements.

(g) The Forbes Australia Business Summit package is unable to be transferred to an alternative date or event. F

(h) Complimentary Forbes Australia Business Summit packages are only valid for the 18<sup>th</sup> of November 2022 and are non-refundable and non-transferrable under any circumstances.

(i) All attendees must act and behave in a respectful way to fellow attendees, staff, and speakers. Failure to do so may result in removal from the Forbes Australia Business Summit.

#### 12. Disclosure:

(a) Any views expressed by or the content of any presentation of any speaker or panelist at or in connection with the Forbes Australia Business Summit does not represent (and must not be construed as) the views of Forbes Australia and we will not be liable for any loss, damage of emotional suffering caused by any such views or content.

(b) In particular, you acknowledge that any financial views expressed are the views of the particular presenter and should not be acted upon unless and until you have received professional advice in relation thereto. Any decision made by you as a result of anything heard, read or otherwise learnt by you at the Forbes Australia Business Summit is an exercise of your own judgment and not attributable to Forbes Australia in any manner whatsoever.

(d) Dress code is smart casual. Any inappropriately dressed attendee may be refused access to the Forbes Australia Business Summit.

#### 13.General

a) These Terms shall in respects be governed by the laws of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises under these Terms.

b) This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations, or undertakings are superseded.