

## **Terms and Conditions**

- 1. **Application:** These Terms & Conditions (**Terms**) apply to the Āpōpō Conference taking place on 21 23 May 2024 (**Event**) organised and managed by Composition Limited (New Zealand Company Number 2303775) (our, us, we).
- 2. **Acceptance:** You are responsible for reading and understanding these Terms prior to registering for the Event. Your registration for the Event shall automatically amount to your acceptance of these Terms. We recommend you review these Terms carefully prior to registering for the Event and do not register if you do not accept these Terms.
- 3. **No Refund:** Unless otherwise agreed by us, your registration for the Event is non-refundable (irrespective of whether you attend the Event) and cannot be redeemed against cash, credits, or any other benefits whatsoever.
- 4. **Outstanding Fees**: If you are in default of any payment to us, we shall be entitled to charge you interest at a default rate of ten percent (10%) per annum for any overdue amounts. In addition, we may, at any time, without notice to you, refer such default to a debt collection agency whereby you shall be responsible for payment of all associated fees and charges.
- 5. **Amendments:** We reserve the right to make changes, revisions, and amendments to the Event without any prior notification to you. Such changes may be reflected on our website or social media sites.
- 6. **Dietary Requirements:** If you have notified as of any special dietary requirements during your registration, we will use our reasonable endeavours to cater for those requirements, however, this may not always be feasible.
- 7. **Entry:** Your registration and/or valid possession of a ticket for the Event allows you to attend the Event. Shared registrations are not permitted, and your registration may not be used for reselling, copying, reproducing, or misrepresenting, or for any promotional purposes (including, without limitation, any sweepstakes and competitions) without our prior written approval. Any prohibited activities will result in the immediate cancellation of your registration and/or non-entry or removal from the Event without any refund, credit or similar. Substitute delegates are permitted to attend the Event in your place provided that the Event managers are notified of all applicable information (including name changes).
- 8. **Unforeseeable Events:** We are not liable to you for any delay or failure to provide the Event where such delay or failure is caused by any matter beyond our reasonable control, including, without limitation, war, civil commotion, hostility, act of terrorism, strike, lockout, emergency, venue shutdown or evacuation, other industrial act, weather phenomena, natural disaster, pandemic (including, without limitation, COVID-19) or other act of God, or government regulation or direction. In such circumstances, you will not be entitled to receive any refund, credit or similar from us with respect to your registration. Notwithstanding the foregoing, we may, at our complete discretion:
  - (a) reschedule the Event to such other date;
  - (b) issue a partial or full refund to you for your registration (less cancellation and administrative fees); or
  - (c) provide the Event (or parts of the Event) by online or digital means.
- 9. **Cancellation or Rescheduling:** If, for any reason (including due to any unforeseeable event outlined above) the Event is cancelled or rescheduled, you shall be responsible for meeting your own out of

pocket expenses, and we will be under no obligation to pay or reimburse you for any travel expenses, accommodation expenses or any other costs incurred in relation to the rescheduled or cancelled Event.

- 10. **Digital Events:** We cannot be held responsible for any loss suffered by you in connection with the use of our website and/or any online or digital access to the Event, including any internet or IT issues (such as viruses, worms, Trojan horses, malwares or any other form of interference experienced by you before, during or after the Event). Accordingly, you are solely responsible for ensuring the process by which your online access to our website and/or the Event protects you from any loss. Digital access to the Event is for registered delegates only and you shall not be entitled to provide access to any third party.
- 11. **Health and Safety:** You must read, be fully familiar with, and observe all of our health and safety rules, policies and procedures and comply with all instructions provided by us relating to the same. You must ensure that no action or inaction by you causes harm to any person during the Event and use your reasonable endeavours to notify us of any issues or risks which arise in relation to health and safety. If requested, you must provide us with any relevant information to enable us to determine a risk profile for complying with all our health and safety responsibilities.
- 12. **Personal Information:** By registering for the Event, you give us your consent to collect certain personal information about you including your name, email address, organisation name, and physical address for verification and storage. Unless you request otherwise in writing, you consent to the use your personal information (including name and email address) for the following purposes:
  - a. To be included as part of the list of participants for the Event. The full list may be distributed to all participants attending the Event (including all sponsors and exhibitors) who may use your information for marketing, educational and promotional purposes;
  - b. Providing notifications to you for future events organised by us;
  - c. To be provided to relevant third party suppliers engaged to deliver their services relating to the Event including cloud computing platforms, ecommerce providers, caterers, production companies, travel agencies, website developers, designers, printers and membership associations.
- 13. **Photography and Recording:** You consent to being filmed and/or photographed while you are attending the Event. We shall have exclusive ownership of such photographs and/or audio-visual recordings in perpetuity and you shall have no interest or rights of any kind in or to the same. All photographs and/or audio-visual material relating to the Event may be used by us for any purpose at our sole discretion, including for promoting future events organised by us.
- 14. **Electrical Devices:** All electrical devices, chargers, power cords and electrical plugs of any type that you bring into the Event must be compliant with relevant NZ Standard AS/NZS 3760 and we reserve the right to require any evidence that such devices meet these requirements.
- 15. **Personal Property:** We do not take any responsibility for personal or financial losses suffered by you at the Event if your property is lost, stolen or misplaced during the Event. We recommend you take out comprehensive insurance, (including travel insurance) with respect to your attendance of the Event, however you shall be solely responsible for obtaining such insurance.
- 16. Conduct: If we deem any of your conduct, behaviour or actions as lewd, inappropriate, or obscene, we may immediately cancel your registration and/or remove you from the Event without any refund, credit or similar.
- 17. **Disclaimer:** While we will take all due care in organising the Event, we do not provide any express of implied warranty to you. To the extent permitted by law, we and our licensors and members have no liability or responsibility to you or any other person for any loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost (including legal costs) in connection with the Event. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is excluded.