**EVENT TERMS & CONDITIONS**

Hi there, thank you for your interest in attending an event hosted by Rachael Elizabeth Blair ABN 39 101 563 880 and Anthea Hodgson ABN 93 571 205 941 (**we**, **us** or **our**). This document sets out the specifics of the event (**Event**) and incorporates the attached terms and conditions (**Terms**). By purchasing a ticket, you agree to be bound by the Terms.

**EVENT DETAILS**

|  |  |
| --- | --- |
| **TERM** | **MEANING** |
| **Event** | Rachael John’s Online Book Club Retreat 2024 |
| **Location** | Novotel Surfers Paradise, Queensland |
| **Event Date** | May 2024 |
| **Ticket Purchasing Process** | Tickets may be purchased online and will be open to members only, on a first come, first serve basis. Tickets may be purchased through the third party ticketing platform TryBooking) and may be subject to third party terms and conditions. We reserve the right to decline your application to attend the Event at our absolute discretion. |
| **Price** | Ticket prices for the Event are $600 per person. |
|  | The Price is subject to adjustment in accordance with the Terms. |
| **Payment Terms** | The Price must be paid 100% upfront. |
| **Inclusions** | The Price includes:   * food & drink; and * access and attendance to bookish activities, author panels and talks.   Note that the Price does **not** include accommodation. While there is accommodation available at the Location, it is your responsibility to pay for and book this separately. |

**TERMS & CONDITIONS (TERMS)**

These Terms govern your purchase of tickets for, and attendance at, the Event you have paid for via our Website or a third party ticketing site used by us. It is your responsibility to review these Terms prior to the purchase of any tickets.

By purchasing a ticket, or tickets, to the Event, 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 on our website or either of our websites or Facebook pages (**Website**).

For the purpose of these Terms, a reference to a ticket booking platform where the Event is listed is included in the definition of Website and the words **you** or **your** mean the purchaser of the Event.

**Ticket Purchase**

Tickets to the Event (**Tickets**) must be purchased in accordance with their Ticket Purchasing Process set out at the Event Details above.

In purchasing a ticket, you agree that:

1. your booking at the Event is confirmed once you have received an email notification and receipt from us or via a third party platform used by us (**Booking Confirmation**);
2. entry to the Event will be permitted on presentation of your Tickets or booking confirmation;
3. the price you pay for the Event as set out on our Website (**Price**) covers all of the inclusions listed on our Website, noting that only the inclusions listed on our Website are included on the Ticket price. If there are subsequent activities, such as professional photography, merchandise or access to another professional arranged for the Event and that is not listed on the Website, the Tickets do not include such activities and you may be required to pay additional fees for access to any such activities;
4. you must pay the Price (including GST) for your ticket booking and any credit card surcharge or administration fees as specified on our Website and in accordance with the Payment Terms;
5. ticket prices may be subject to change and we will use reasonable commercial endeavours to inform you of any changes;
6. if you pay the Price under any agreed instalment plan we offer, all payments in the instalment plan must be made on time. If any scheduled payment is over 5 business days late (**Due Date**), you will forfeit your place at the Event and any proportion of the Price you have paid prior to the Due Date.

**Refunds, Credits and Transfers**

If you cancel your tickets with at least 21 days’ notice (**Cancellation Notice Period**), we will give you a full refund of your ticket price through our ticket booking platform or Website.

Subject to the COVID-19 Exception below, no exchange, credit or refund will be given for any cancellations that are not made within the Cancellation Notice Period. No refund or credit will be provided if you did not enjoy the Event, arrive late, or are unable to attend the Event. Tickets are non-transferrable.

**COVID-19 Exception:** If you have contracted the COVID-19 virus and are unable to attend the Event as a result, we may provide you with credit or refund at our sole discretion. We reserve the right to require you to provide evidence of your positive COVID-19 diagnosis and failure to do so means no credit or refund may be provided.

**Event Cancellation, Rescheduling or Postponement**

If the Event is cancelled, rescheduled or postponed (including if it is cancelled, rescheduled or postponed due to the COVID-19 Pandemic) then this clause will apply.

If the Event is postponed, you may notify us in writing no later than 14 days after the originally scheduled Event Date to obtain credit or a refund for the ticket price to put towards another one of our Events that occurs within 12 months of the originally scheduled date of the postponed Event (**Refund Request**). If we do not receive a Refund Request, your ticket will be automatically transferred to the new date for the postponed Event.

If the Event is cancelled due to a Force Majeure Event, including the Covid-19 Pandemic, you will receive either a credit of the ticket price to put towards another one of our Events or a refund, at our absolute discretion.

If the Event is cancelled for any reason other than a Force Majeure Event, you may notify us in writing no later than 14 days after the original scheduled Event Date to obtain a refund of the ticket price. If you fail to request a refund, you will receive credit for the ticket price 14 days after the scheduled date of the event to put towards another one of our Events, and no further refunds will be issued.

We will use reasonable commercial endeavours to notify you of any cancellations, rescheduling or postponements of the Event through email, however it is your responsibility to ascertain whether an Event has been cancelled, rescheduled or postponed. We do not guarantee that you will be notified of the cancellation, variation, rescheduling or postponement before the date of the Event.

Any refund or credit issued to you under this clause will be your sole remedy for a postponement or cancellation of the Event and we will have no further liability to you in respect of any cancellation, rescheduling or postponement of an Event for any reason. If you require travel insurance or other insurance, you are responsible for obtaining this, noting that the Event ticket does not cover any such insurance.

For the purposes of this clause, a **Force Majeure Event** includes any act of god, terrorism, war, civil unrest, strike or labour dispute, lack of transportation, breakdown, labour or material shortage, blockade or embargo, supplier failure, epidemic or pandemic (including the COVID-19 pandemic), government restriction or recommendation, extreme weather, earthquake, drought, fire, flood, explosion, natural disaster and/ or any other event, cause or circumstance beyond our control.

**Variation of Event**

We reserve the right to vary the Event if required due to circumstances caused by the COVID-19 Pandemic or other circumstances outside of our control.

Variations are made at our sole discretion and may include:

1. amending the schedule or format of the Event;
2. replacing or substituting planned speakers or workshop facilitators at our discretion; and
3. any other variations that we feel is necessary to allow the Event to still occur on the Event Date in a COVID-19 safe way having regard to then current Public Health Orders.

If the Event is varied in accordance with this clause, no refund or credit will be provided under these circumstances. We will use reasonable commercial endeavours to notify you as soon as reasonably possible of the variation details and specifications if this is to occur.

**COVID Safe Policy**

The Event may require you to comply with certain health and safety requirements (**COVID Safe Policy**)due to the COVID-19 Pandemic. You acknowledge and agree that you will comply with our COVID Safe Policy, including where required by then current government laws:

1. wearing a face covering or a mask;
2. maintaining any social distancing as mandated by any government authorities at the time of the Event;
3. not attending the Event if you have any symptoms of cold, sickness or flu, regardless of whether or not you have been tested for COVID-19; and
4. any other requirements we may implement to maintain the safety of us, our staff and you.

Failure to comply with our COVID Safe Policy means you may be required to leave the Event at our absolute discretion and no refund or credit will be issued under such circumstances.

**Event Conduct**

During the Event, you agree to behave in a professional and appropriate manner.

You acknowledge and agree that cameras, audio and video recorders may not be permitted at certain parts of the Event.

Further, you acknowledge that we have permission to film you and use that footage in our social media and any promotional material at our discretion.

We reserve the right to refuse entry or require you to leave the Event if your behaviour is deemed unacceptable at our absolute discretion.

**Photography and Recording**

We may take photographs (**Photographs**) and recordings (**Recordings**)at the Event. You agree that:

1. accepting these Terms means you consent to being filmed or photographed by us (or our representatives) and for us to use your name, likeness, image and/ or voice in such photographs or films for the purposes of promoting our events, services and products;
2. no remuneration is payable to you for our use of such Photographs and Recordings;
3. you release us from any infringement or violation of personal and or property rights of any sort based on our use of such Photographs or Recordings;
4. we are not obligated to use any Photographs or Recordings; and
5. you may request for us not to use a particular Photograph or Recording, however we are under no obligation to do so and any consent to your request will be at our absolute discretion.

**Intellectual Property rights**

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Website and all information delivered to you at the Event. Your use of our Website and your attendance at the Event, including access to any information and resource material provided to you at the Event (**Content**), does not grant or transfer to you any rights, title or interest in relation to the Content.

You must not:

### copy or use, in whole or in part, any Content;

### reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or

### breach any intellectual property rights connected with our Site or our Content, including (without limitation) altering or modifying any of our Content, causing any of our Content to be framed or embedded in another website or platform, or creating derivative works from our Content.

**Disclaimer**

You agree to attend our Events on the basis that there are no outcomes guaranteed with respect to the results of our Event for you, including but not limited to meeting specific authors.

**Limitation of Liability**

To the maximum extent permitted by law, we are not responsible for any loss, damage, expense or liability suffered by you or any other third party and caused or alleged to be caused directly or indirectly as a result of attending the Event.

Subject to the below, any condition or warranty which would otherwise be implied in these Terms are excluded.

Our liability for breach of a guarantee conferred by the Australian Consumer Law is limited, in the case of services, to any one of the following as determined by us:

1. the supplying of the services again; or
2. the payment of the cost of having the services supplied again.

If there is a problem with the Event or our services caused by a breach of these Terms by us (**Omission**), and you have notified us within 24 hours, then to the maximum extent permitted by law our liability arising from, or in connection with, the Omission will be limited to the face value of the ticket purchased by you.

**Entire Agreement**

These Terms contain the entire understanding and agreement between us in respect of its subject matter.

**Severance**

If any provision of these Terms are held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Terms.

**Jurisdiction**

These Terms are governed by the laws of Western Australia.