TICKET TERMS AND CONDITIONS AND CONDITIONS OF ENTRY AND PARTICIPATION

1. Definitions

1.1 Event means Social Impact Summit, as organised by ImpactInstitute.

1.2 Event Email Address means sis@impactinstitute.com.au.

1.3 Event Website means socialimpactsummit.co and or https://impactinstitute.zohobackstage.com.au/socialimpactsummit_2027#/, the website through which ImpactInstitute sells tickets to the Event.

1.4 'our', 'us', 'we' and ImpactInstitute means ImpactInstitute Pty Ltd (ACN 649 040 559).

1.5 Terms and Conditions means these Ticket Terms and Conditions and Conditions of Entry and Participation.

1.6 Venue means Aerial UTS Function Centre, Level 7, 235 Jones Street, Ultimo NSW (UTS Building 10).

1.7 'you', 'your,' and 'holder' means the person or organisation that purchases ticket(s) to the Event or the person to whom ticket(s) has been issued.

2. General Terms and Conditions

2.1 The rights and remedies of a party under these Terms and Conditions exclude the party's rights and remedies at law (including the Australian Consumer Law), except to the extent that they cannot be excluded.

2.2 By purchasing tickets to the Event, you agree to these Terms and Conditions.

2.3 We reserve the right to make changes, revisions, and amendments, or add or remove provisions from these Terms and Conditions (Changes) without prior notification to you. Any Changes will be duly reflected on the Event Website. Changes will only apply to tickets purchased after these Terms and Conditions have been updated on the Event Website.

2.4 We have the right to investigate whether there has been any breach of these Terms and Conditions. A dispute will be resolved as set out in these Terms and Conditions.

3. Ticket Purchases

3.1 The price of Event tickets is not negotiable.

3.2 Tickets must be paid for in full at the time of purchase or within 2 business days if an invoice is issued. Tickets not paid in full are considered invalid and attendance at the Event by such a holder will not be permitted.

3.3 All ticket purchases are invoiced in Australian Dollars (AUD) and include the Australian Goods and Service Tax (GST). All payments are to be made by credit card in AUD, any bank fees are incurred by the payee in addition to the ticket fee.

3.4 We reserve the right in our sole and absolute discretion to revoke your ticket(s) purchase and we don't have to give you a reason. If we revoke your ticket(s) purchase under this sub clause we will refund the ticket(s) price and any credit card fees you incurred if you provide evidence to us of those fees.

3.5 The bearer assumes full responsibility of the ticket, once received. We have no liability including financial, legal, or otherwise if the delivered ticket is stolen, lost, damaged, destroyed or rendered unusable in any other way.

3.6 The Event Website is the sole authorised source for Event tickets. If you obtain your ticket(s) from an unauthorised source, you risk that those ticket(s) are counterfeit or stolen. We have the right to dishonour such counterfeit of stolen tickets and declare them void.

3.7 You may not resell, copy, reproduce tickets to the Event in any form. You cannot use the ticket(s) for any promotional and/or advertising purposes including sweepstakes and competitions without our prior written approval. If you undertake any such activities without our prior written consent, we will cancel of your ticket(s).

3.8 Event tickets cannot be redeemed against cash, credits, or any other benefits.

4. Conditions of Entry and Participation

4.1 Tickets are only valid to grant entry to the Event to the person or organisation's representative that appears on the ticket. We take no responsibility for the accuracy of ticket holders' data regardless of the method of purchase of the ticket. It is the responsibility of the ticket holder to ensure the details on an issued ticket including the name of the participant are correct.

4.2 A request to modify the name on a ticket must be made in writing to us at the Event Email Address. We reserve the right in our sole and absolute discretion to agree to modify the name on a ticket.

4.3 The ticket you purchase represents a revocable license for you to access and attend the Venue on the date the Event is scheduled to be hosted, as advertised on the website.

4.4 We follow a common zero-tolerance policy towards illegal drug use or possession at the Venue, and towards any type of aggressive, abusive, discriminatory, lewd or obscene behaviour or action at the Event. If you are found in possession of prohibited substance and/or if you indulge in any objectionable behaviour, we may immediately terminate your participation in the Event and cancel your ticket.

4.5 You must be 18 years of age or older and hold a valid ticket for the Event to be allowed entry to the Venue and to participate in the Event.

4.6 Attendees are required to exercise reasonable care for their own safety and the safety of others while attending the event. To the fullest extent permitted by law, ImpactInstitute and the venue shall not be liable for any injury, loss, damage, expense, delay, inconvenience, or claim arising from attendance at or participation in the event, including loss of or damage to personal property.

4.7 The event is a smoke-free and vape-free event. Smoking, vaping, and the use of electronic cigarettes are prohibited within the venue. Alcohol, illegal substances, and any prohibited drugs must not be brought into, distributed within, or consumed at the venue.

4.8 All attendees must comply with any emergency procedures, evacuation requirements, health and safety measures, and reasonable directions issued by venue staff, security personnel, emergency services personnel, or representatives of ImpactInstitute.

4.9 Assistance animals are permitted when accompanying their handler. Assistance animals must be clean, under effective control at all times, and must not pose a safety risk, behave aggressively, or unreasonably disrupt the event, venue, exhibitors, staff, or attendees

4.10 Subject to applicable laws, including anti-discrimination legislation, ImpactInstitute and venue management reserve the right to refuse entry to or require the removal of an assistance animal where these requirements are not met or where the animal poses a genuine risk to the health, safety, or wellbeing of others.

5. Sponsor participants

5.1 We reserve the right to invite you to become a sponsor of the Event **(Event Sponsor).**

5.2 If you agree to become an Event Sponsor, you will pay us an additional fee to be agreed between you and us after you purchase a ticket.

5.3 Event Sponsors will be entitled to the benefits at the Event as outlined in our prospectus.

5.4 If you are not an Event Sponsor, we may ask you to limit your self promotion activities including hawking and soliciting so that they do not encroach on the benefits that we offer to Event Sponsors.

6. Cancellations, Payment Terms and Force Majeure

6.1 If the Event is cancelled wholly or partly, to any unforeseen circumstances, including but not limited to natural disasters, Federal and/or State announcements, strikes and delays in production, we may in our sole and absolute discretion:

a. reschedule the Event, and/or
b. issue a partial/full refund, and/or
c. issue a credit note to a future event.

Our decision in such cases will be final and binding.

6.2 If the Event has to be rescheduled to another date, you will not be eligible to a refund. If the Event is fully cancelled, any refund to you, if issued, will include ONLY the face value of the ticket(s). You cannot, under any circumstances, claim processing fees, handling fees, or any other charges incurred by you.

6.3 Due to the cap on attendees and the cost of running the Event, there will be no ticket return, exchange, cancellation or refund, nor can you initiate a chargeback claim or dispute on the provider of the credit card/debit card that was used to purchase the ticket(s) if for whatever reason your personal or professional circumstances change and you cannot attend the Event or part of it or if you change your mind about attending the Event or part of it.

6.4 At the time of entering the Venue, you are required to produce your ticket in either print or electronic format. Entry may be refused if you cannot produce proof of purchase of your ticket.

7. Limitation of liability

7.1 If you are not able to access any part of the Venue including but not limited to reasons of any delay by us, any Federal or State regulations, our policies, weather-related problems, emergencies, venue shutdown and/or evacuation or for any other reason, you will not be eligible for any refunds or future credits.

7.2 You attend the Event at your own risk including by assuming all risks associated with communicable diseases including COVID-19.

7.3 We take no responsibility for any personal or property damage caused to you at the Venue, or for any of your items that may be lost, stolen or misplaced at the Venue. We will not consider any claim from you for such damage. You agree to release and forever discharge ImpactInstitute and its representatives, jointly and severally, from any and all actions, causes of actions, claims and demands for, upon or by reason of damage, loss, death or injury, which may be sustained as a result of your attendance at the Venue and participation in the Event.

7.4 To the maximum extent permitted by law, ImpactInstitute and its representatives will not be liable for personal injury or death, property damage, or any other loss (including, but not limited to, liability for negligence, breach of these Terms and Conditions, or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business reputation, loss of information, indirect, special, punitive or consequential loss or damage) that you may incur or suffer arising out of or in connection with the Event.

8. Photography and videography

8.1 We reserve the right to use any photograph, video and/or audio taken at the Event without your express written permission if your image, likeness and voice is included in the photograph, video or audio.

8.2 We may use the photograph, video and audio in publications or other media material produced, used or contracted by us including but not limited to brochures, books, magazines, websites and social media throughout the world, for any purpose and without compensation to you.

8.3 By participating in the Event, you are agree to release, defend, hold harmless and indemnify us from any and all claims involving the use of your picture, likeness or voice.

8.4 For privacy reasons, images and audio will not be identified using full names or personal identifying information without your written approval.

8.5 If you do not want your image, likeness or audio to be recorded and/or used by us as provided for in this clause, you must notify us by the Event Email Address before the Event commences and advise the photographer/videographer at the time of recording. You may not use, copy, alter or modify ImpactInstitute photographs, graphics, videography or other, similar reproductions or recordings without our prior written permission.

8.6 You may not use, copy, alter or modify ImpactInstitute photographs, graphics, videography or other, similar reproductions or recordings without our prior written permission.

8.7 We reserve the right to prohibit or restrict and limit your use of cameras and other recording equipment including mobile phones at the Event.

9. Speaker Content

9.1 All presentations, panel discussions, workshops, masterclasses, and any other content delivered by speakers, facilitators, or panellists at this event ("Speaker Content") are provided for general informational and educational purposes only. Speaker Content does not constitute, and must not be relied upon as, professional, legal, financial, investment, accounting, medical, psychological, or other specialised advice of any kind. The views, opinions, and information expressed in any Speaker Content reflect those of the individual speaker only, whether or not the speaker is an employee of Impactinstitute.

9.2 Unless expressly stated otherwise in writing by the Organiser, all speakers, facilitators, and panellists present their views, opinions, and experiences in their own personal or professional capacity. Where a speaker is an employee of the Organiser, their Speaker Content represents their individual professional views and does not constitute an official statement, policy, or endorsement of the Organiser. All other speakers are not agents, employees, or authorised representatives of the Organiser. Nothing in any Speaker Content is to be taken as a statement, endorsement, or representation of the Organiser or any of its officers, employees, contractors, sponsors, or associated entities.

9.3 Attendees are strongly encouraged to seek their own independent professional advice from a suitably qualified adviser who has regard to their individual circumstances before acting on, or placing reliance upon, any information, opinion, recommendation, or suggestion contained in or arising from any Speaker Content.

9.4 To the maximum extent permitted by applicable law, the Organiser, its officers, directors, employees, volunteers, contractors, sponsors, and agents:

(a) make no representation or warranty, express or implied, as to the accuracy, completeness, currency, suitability, or reliability of any Speaker Content; and

(b) expressly disclaim all responsibility and liability for any loss, damage, injury, cost, or expense of any nature whatsoever (including, without limitation, direct, indirect, incidental, special, consequential, or exemplary loss or damage) arising from, or in connection with, any act, omission, or statement of any speaker, or any reliance placed upon Speaker Content by any attendee or third party.

9.5 Nothing in this disclaimer operates to exclude, restrict, or modify any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other Commonwealth, State, or Territory legislation, to the extent that any such exclusion, restriction, or modification would be unlawful. To the extent that any statutory guarantee under the Australian Consumer Law cannot lawfully be excluded, and to the extent permitted by section 64A of the Australian Consumer Law, the Event Organiser's liability to an attendee in relation to the supply of services at this event is limited to the re-supply of the relevant services, or the payment of the reasonable cost of having those services supplied again.

By registering for and/or attending this event, each attendee acknowledges that they have read and understood this disclaimer, agree to be bound by its terms, and confirm that they are not relying on the Organiser in connection with any Speaker Content for the purposes of making any professional, business, financial, legal or personal decision.

10. Privacy

10.1 By purchasing tickets to the Event, you give us the right to use your personal data in accordance with our advertised Privacy Policy, which can be found on the Event Website. For further information on how your data will be used, please see our Privacy Policy at **socialimpactsummit.co/privacy-policy/**

10.2 We are committed to protecting your personal information in accordance with our Privacy Policy, available at **impactinstitute.com.au/privacy-policy**. ImpactInstitute does not automatically share your personal information with other Ticket Holders.

10.3 Ticket Holders may choose to voluntarily share their personal information with other Ticket Holders for networking or business purposes. To the fullest extent permitted by law, ImpactInstitute accepts no responsibility or liability for the collection, use, disclosure, storage, security, or handling of personal information by any Ticket Holder following such voluntary disclosure.

11. Dispute Resolution

11.1 If any dispute (Dispute) arises:

a. out of or in relation to these Terms and Conditions; or

b. out of or in relation to the operation or construction of these Terms and Conditions,

subject to the last sub clause of this clause, the parties must comply with this clause.

11.2 A party claiming that a Disspute has arisen must give written notice (Dispute Notice) to the other party setting out the nature of the Dispute.

11.3 The parties must endeavour in good faith to settle the Dispute between themselves within 14 days of receipt of the Dispute Notice.

11.4 If the Dispute is not settled as set out in sub clause 3 of this clause, the parties agree, at the request of either of them, to refer the Dispute for determination by arbitration administered by the Australian Disputes Centre (ADC) in accordance with the arbitration rules of ADC.

11.5 The arbitration will be held in Sydney or such other place as the parties may agree.

11.6 The arbitrator must provide an explanation for the decision given.

11.7 The arbitrator's decision will be final and binding on the parties.

11.8 The costs of the arbitration will be paid in accordance with the decision of the arbitrator.

11.9 The arbitration must be held in accordance with and subject to the laws applicable in the State of New South Wales.

11.10 Where not inconsistent with the provisions of this clause, the Commercial Arbitration Act 2010 (NSW) will apply to the operation of this clause.

11.11 Nothing in this clause prevents a party from seeking urgent interlocutory injunctive relief before an appropriate court.

12. Jurisdiction

12.1 These Terms and Conditions are governed by and are to be construed in accordance with the laws of New South Wales.