

Avant Growth Academy

Event Booking Terms and Conditions

1. Introduction

- a. All Purchasers accept these Terms from Avant when they:
 - i. complete the Booking Purchase Form;
 - ii. accept the benefit of an Event Booking; and/or
 - iii. attend an Event.
- b. By accepting an invitation to, or attending an Event, all Invitees accept these Terms from Avant.
- c. Avant may, acting reasonably, update these Terms at any time. Avant will use commercially reasonable endeavours to provide notice of any update to these Terms to each Guest as soon as reasonably practicable.

2. Pricing, Availability, and Fees

- a. All Event Booking places to Events are subject to availability on a first come first served basis.
- b. Event Booking confirmation will be delivered electronically.
- c. All purchases are in Australian Dollars \$AUD.
- d. Any administrative, processing or service fee charged by Avant will be listed at the time of an Event Booking purchase.

3. Privacy Notice

- a. Avant and its related entities collect your personal information included in the Booking Purchase Form for the purpose of registering you for the event, providing their services (including marketing and promotion), conducting their businesses, communicating with you and complying with the law. This personal information may be disclosed to contracted service providers as reasonably necessary to assist us in core functions and help us deliver services to you. For more information on Avant's related entities, how this information is collected, used and disclosed, how to access or correct personal information held by us or to make a complaint, please read Avant's Privacy Policy available at <https://avant.org.au/privacy-policy> or contact Avant's Privacy Officer at privacy@avant.org.au.
- b. By completing the Booking Purchase Form, you consent to the collection, use and disclosure of personal information as outlined in clause 3(a).
- d. If you do not wish for your personal information to be collected, used or disclosed as outlined in clause 3(a), please contact the Avant Events Team (see clause 13 for contact details).

4. Forwarding, Transfer or Exchange of Event Bookings

- a. If the Purchaser wishes to forward or transfer an Event Booking to another party, they can do so by contacting the Avant Events Team (see clause 13 for contact details).
- b. Any forwarding or transfer of an Event Booking of an Invitee is in the absolute discretion of Avant.
- c. No forwarding or transfers of any Event Booking will be made within 48 hours prior to the Event except in the absolute discretion of Avant.
- d. Event Bookings are purchased for a specific Event and, unless agreed to by Avant, cannot be exchanged for a booking to an alternative Event.

5. Cancellations by Guests

- a. If you are unable to attend, please contact the Avant Events Team by email (see clause 13 for contact details). Cancellations made:
 - i. 30 days or more in advance of the event date will not incur a cancellation fee;
 - ii. Between 8-30 days before will incur a cancellation fee equalling 50% of the Event Booking purchase price; and
 - iii. 7 days or less before the event will incur a cancellation fee equalling 100% of the Event Booking purchase price.

6. Event Cancellations and Rescheduling Events

- a. In the event that Avant or a Venue cancels an Event, due to any reason, then Avant, in its absolute discretion may either:
 - i. postpone the Event, retain the purchase price of the Event Booking and reschedule the Event for a later date; or
 - ii. cancel the Event and refund the Event Booking purchase price to the Purchaser.
- b. In the event that a Guest cannot attend a rescheduled or substituted Event, then Avant will use commercially reasonable endeavours to provide a refund in respect to that Guest's Event Booking.
- c. Although Avant will use commercially reasonable endeavours to provide a like for like substitute Event, any postponed Event may change in nature, length and Venue.

7. Special Requirements

- a. Except as specifically provided by the Purchaser in the Booking Purchase Form, Avant is not liable for seating arrangement or dietary requirements of any Guests. i
- b. Avant will provide all seating and dietary requirements to the relevant Venue and is not liable for any error made by the Venue as to any seating or dietary requirement of any Guest.
- c. The Venue may determine seating layouts for any Event.

9. Limitation of Liability

- a. Every Guest attends an Event at their own risk.
- b. Avant is not liable for any claim, loss or damage of any kind whatsoever, whether indirect or direct, arising from or relating to:
 - i. any loss, injury or damage to any person or Guest at an Event (save for death or personal injury caused directly by Avant's negligence);
 - ii. personal arrangements and expenditure, including travel, accommodation, hospitality and other costs undertaken or incurred by any Guest;
 - iii. any loss of enjoyment or amenity, including where an Event has been cancelled, rescheduled or altered;
 - iv. any act or omission by any Venue or any employee, contractor or officer of any Venue;
 - v. any denial of entry to, or removal from, any Venue;
 - vi. loss of or damage to personal property taken to an Event; or
 - vii. transmission of COVID-19 and other infectious diseases which may be transmitted at an Event.
- c. Where liability cannot be excluded by law, the maximum liability that Avant will have to any Guest or purchaser is the face value of the Event Booking purchased.
- d. Nothing in these Terms is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited under Law.
- e. Each Guest agrees to indemnify and hold indemnified Avant against any claim, loss or damage of any kind whatsoever, whether indirect or direct, arising from or relating to any breach of these Terms by them.

10. Recording and Publishing

- a. Each Purchaser and Guest acknowledge that all content and material produced by Avant at any Event belongs to Avant and is subject to Australian and/ or international copyright laws including but not limited to the Copyright Act 1968 (Cth).
- b. Each Guest grants permissions to Avant to utilise their image, actions and statements recorded at any Event in any medium (regardless of whether used during or after the Event) without further authorisation or compensation.

11. Venue Conditions of Entry

- a. All Guests must comply with the relevant conditions for entry at the Venue of any Event.
- b. Any Venue conditions should be checked by the Purchaser and Guests but may include (but are not limited to):
 - i. limitations on photographic, video or audio recording equipment for any purpose other than private non-commercial purposes;

- ii. limitation of smoking except in designated areas;
 - iii. prohibition or confiscation of certain items including alcohol, drugs and controlled substances;
 - iv. agreement to be searched (including, without limitation, bags, clothes or other possessions) on entry;
 - v. if a Guest is deemed to be, or potentially be, affected by the consumption of alcohol or drugs the Guest may be refused service or refused entry to, or ejected from, the Venue;
 - vi. if a Guest engages in disruptive, indecent or obscene behaviour the Guest may be refused entry to, or ejected from, the Venue;
 - vii. non-compliance with Venue dress standards; or
 - viii. compliance with all safety protocols and directions by the Venue's authorised persons.
- c. Avant reserves the right to enforce each and every condition in clause 11(b) and any other Venue condition.

12. Definitions and General

a. Definitions

Booking Purchase Form means the online form that the Purchaser has completed to make the Event Booking;

Avant means Avant Insurance Limited ABN 83 003 707 471 and includes all employees and contractors of Avant Insurance Limited and its related bodies corporate as the context may require;

Event means the Avant Growth Academy event for which the Event Bookings are sold or otherwise provided;

Event Booking means a booking purchased from, or otherwise provided by, Avant for one or more Guests to attend an Event;

Guest means the person holding the benefit of an Event Booking and/ or attending the relevant Event either being an individual Purchaser or an Invitee;

Purchaser means the person purchasing an Event Booking for one or more Guests from Avant;

Terms means these Avant event booking terms and conditions; and

Venue means the venue at which the Event will be held.

b. Notices

Service of any information or notice by email on the holder of the email address provided in the Booking Purchase Form shall be deemed effective service on each and every Guest associated with that Event Booking.

c. Severability

If any provision of these Terms is deemed to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

d. No Waiver

No waiver of any provision of these Terms shall be deemed to be a further or continuing waiver of such provision or of any other provision.

Any failure to assert any right under these Terms shall not constitute a waiver of such right.

e. Governing Law

These Terms and any issues arising under these Terms will be governed by and construed in accordance with the laws of New South Wales, Australia.

You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

f. General Information

You acknowledge and agree that:

- i. the information provided to you during the Event is not comprehensive and does not constitute legal, financial or medical advice;
- ii. You should seek legal or other professional advice before relying on any content, and practise proper clinical decision making with regard to the individual circumstances;
- iii. Persons implementing any recommendations provided during the Event must exercise their own independent skill or judgement or seek appropriate professional advice relevant to their own particular practice or circumstance;
- iv. Compliance with any recommendations will not in any way guarantee discharge of the duty of care owed to patients and others coming into contact with the health professional or practice;
- v. Avant is not responsible to you or anyone else for any loss suffered in connection with the use of this information; and
- vi. Information is only current at the date initially published.

13. Contact Avant Events Team

If you have any queries please contact the Avant Events Team via email:

growthacademy@Avant.org.au

14. Early Bird Offer

- a) Purchasers who hold a current Practitioner Indemnity Insurance Product and complete and pay for an Event Booking before 5pm on 30 June 2024 are eligible to receive 20% off of their Event Booking fee (Early Bird Discount).
- b) The Early Bird Discount will be automatically applied at the time of purchasing an Event Booking.