

TERMS AND CONDITIONS

1. GENERAL

- 1.1 The Financial Planning Association of Australia Limited (**we, us**) is looking forward to hosting you:
- (a) as a Delegate at the 2021 FPA Professionals Congress on the postponed date of 23 and 24 November 2022 (**Event**) which is proposed to be held at the International Convention Centre, Sydney (**Venue**); and
 - (b) (if applicable) at any social function to be held in connection with the Event that you have agreed to attend (each a **Function**).
- 1.2 All fees (**Fees**) for registration as a delegate for the Event (**Delegate Registration**) and any booking to attend a Function (**Function Booking**) are quoted in AUD and are inclusive of GST (10%).
- 1.3 Your Delegate Registration and Function Booking (as applicable) are not confirmed until we receive full payment of the associated Fees.
- 1.4 You agree that:
- (a) you will comply with all applicable laws and any reasonable direction from us and our representatives in relation to your attendance at the Event or Function (as applicable); and
 - (b) any failure by you (or your permitted transferee) to comply with this clause may result in us refusing you entry to, or requiring you to leave, the Event or Function (as applicable).
- 1.5 If the Fees you pay for your Delegate Registration or Function Booking include a discount on the basis that you are a member of us (**FPA Member**), and if you have ceased to be an FPA Member which entitles you to that discount at the time of the Event or Function (as applicable), then you will be required to pay to us the amount of that discount before attending the Event or Function (as applicable).
- 1.6 You may transfer your Delegate Registration or Function Booking to another person by making your request to do so by email to events@fpa.com.au, and providing any details about the transferee that we may request, in each case no later than 5 Business Days before the Event.
- 1.7 In respect of cancellations and refunds, you acknowledge and agree that:
- (a) your Delegate Registration and any Function Booking may be cancelled in accordance with:
 - (i) the COVID Cancellation Policy set out in clause 2, in which case your Fees are refunded in full; or
 - (ii) the other cancellations options set out in the Delegate Registration Cancellation Policy in clause 3 or the Social Function Cancellation Policy in clause 4, where administration fees do apply to cancellation.
 - (b) all requests by you to cancel your Delegate Registration or any Function Booking (as applicable) must be made in writing by email to events@fpa.com.au ;
 - (c) all refunds that we agree to make in accordance with this agreement will be processed via your original payment method; and
 - (d) in the event that we cancel and replace the Event with any equivalent event hosted in a virtual forum, then this will be a cancellation of the Event and you will receive a full refund of your Fees in accordance with the terms of this agreement, and you will be given the option (but no obligation will exist) to register for the replacement virtual event.

2. COVID CANCELLATION POLICY:

- 2.1 This clause 3 is required because of the ongoing effects of the Coronavirus (COVID-19) pandemic (however is not solely limited to the impact of the COVID-19 pandemic).
- 2.2 (**Your right to cancel and receive a refund**) You may cancel your Delegate Registration or Function Booking and receive a full refund of the Fees you have paid for the Event or Function (as applicable) in full if either of the following circumstances apply to you:

- (a) it will not be possible for you to attend the Event or Function (as applicable) without contravening any federal or state government law, regulation or mandate which restricts your ability to travel (eg state border closures), as reasonably determined by us (**Travel Restrictions**); or
- (b) it would be impractical for you to attend the Event or Function (as applicable) because you will be required to quarantine or isolate yourself at home or at a hotel for a period of 7 days or more, either immediately before or immediately after you attend the Event, as reasonably determined by us (**Quarantine Measures**),

provided that you make your cancellation request no later than 2 business days before the Event (or as soon as possible if Travel Restrictions or Quarantine Measures are announced within 2 business days of the Event).

- 2.3 (**Our right to cancel and issue you a refund**) You acknowledge and agree that we may either cancel the Event or Function, or cancel your Delegate Registration or Function Booking (as applicable), and refund you the Fees you have paid for the Event or Function (as applicable) in full, if:

- (a) Travel Restrictions apply to some or all Delegates; or
- (b) any other law, regulation or government direction that has come into effect, or has been announced to come into effect, that restricts us from holding the Event or Function or requires or recommends any health or safety rules or practices to be followed during the Event or Function (**Safety Conditions**), including but not limited to:
 - (i) limitations on the number of people that may gather at an event or in a space;
 - (ii) social distancing between Delegates;
 - (iii) requirement for Delegates to wear face masks;
 - (iv) requirement for Delegates to remain seated for some or all of the Event or Function; or
 - (v) any other physical distancing restriction,

which causes us to consider, in our sole discretion, that we are no longer permitted to, or it is no longer feasible or suitable to, conduct the Event or the Function at all or for the number of people originally proposed.

- 2.4 (**When you cannot cancel**) For the avoidance of doubt, you will not be entitled to any refund of your Fees in circumstances where Safety Conditions may apply to the Event or Function, in circumstances where:

- (a) Travel Restrictions or Quarantine Measures do not apply; and
- (b) we have not cancelled your Delegate Registration or Function Booking (as applicable).

3. **DELEGATE REGISTRATION CANCELLATION POLICY:**

- 3.1 Should you request to cancel your Delegate Registration for any other reason, we will issue you a refund of any Fees you have paid for the Delegate Registration:

- (a) provided that your request to cancel your Delegate Registration is made prior to 5:00 pm Wednesday 26 October 2022 (**Last Cancellation Date**); and
- (b) after deducting a \$200.00 administration fee, which you acknowledge is a reasonable pre-estimate of our losses and costs associated with your cancellation.

- 3.2 Refunds requested by you after the Last Cancellation Date will only be made in our sole discretion, (unless such a refund is requested in accordance with our COVID Cancellation Policy).

- 3.3 We may also cancel your Delegate Registration for any reason on or before the Last Cancellation Date and if we do so we will refund your Fees for the Delegate Registration in full.

4. **SOCIAL FUNCTION CANCELLATION POLICY:**

- 4.1 Should you request to cancel your Function Booking for any other reason, we will only refund to you the Fees paid by you for your Function Booking as follows:

- (a) if you request to cancel your Function Booking on or before Wednesday 26 October 2022, we will deduct a \$20.00 administration fee from the Fees to be refunded;

- (b) if you request to cancel your Function Booking on or before Wednesday 2 November 2022, we will deduct a \$50.00 administration fee from the Fees to be refunded; and
- (c) if you request to cancel your Function Booking on or before Wednesday 23 November 2022, you will not be entitled to any refund of your Fees,

and in each case, you acknowledge the administration fee (or inability to receive a refund) is a reasonable pre-estimate of our losses and costs associated with your cancellation.

- 4.2 We may also cancel your Function Booking for any reason on or before Wednesday 23 November 2022 and if we do so we will refund your Fees for the Function Booking in full.

5. PHOTOGRAPHS AND RECORDINGS:

By making your Delegate Registration or Function Booking, you grant permission for us, and our agents and others working under our authority, to photograph, film or otherwise record you attending the Event or Function, and you agree and understand that:

- (a) we may use any photographs, videos and recordings which containing your image, voice or likeness in our sole discretion for promotion, news, research, online, multimedia or educational purposes, or any combination of these, in any manner and in any forum;
- (b) you are not entitled to remuneration, residuals, royalties or any other payment from us in respect of our use of any such photograph, video or recording; and
- (c) you may also be required to sign a media release prior to any interviews that may be conducted.

6. COLLECTION OF YOUR PERSONAL INFORMATION:

By making your Delegate Registration or Function Booking, you will be providing personal information to us, including your name and contact details, and:

- (a) we will use your personal information to administer your attendance at the Event or Function (as applicable);
- (b) we may disclose your personal information to exhibitors and sponsors of the Event who may contact you in connection with the Event, and this may include exhibitors and sponsors who are based overseas or have overseas business divisions or headquarters;
- (c) we will otherwise hold your personal information in accordance with our privacy policy which can be located here: <https://fpa.com.au/about/privacy/>; and
- (d) if you do not provide the requested personal information to us we will not be able to process your Delegate Registration or Function Booking.

7. CONDITIONS OF ENTRY

FPA reserves the right to cancel the registration of a banned ASIC adviser or expelled FPA member and/or to refuse entry to or remove from the premises any person who it considers (in their sole and absolute discretion) causing annoyance or not abiding by the COVID safety plan in place for this event.

If you have any of the following COVID-19 symptoms please do not attend this event:

Most common symptoms: fever, dry cough, tiredness

Less common symptoms: aches and pains, sore throat, diarrhoea, conjunctivitis, headache, loss of taste or smell, a rash on skin or discolouration of fingers or toes

Serious symptoms: difficulty breathing or shortness of breath, chest pain or pressure, loss of speech or movement

Seek immediate medical attention if you have serious symptoms.

Please note that in registering to attend this event, you agree to comply with all relevant government health authority and venue regulations applicable to the location/venue where the event is held. This may include check-in requirements, proof of vaccination status or exemption, social distancing requirements and wearing a face mask if requested.

8. IMPORTANT UPDATES

For any important updates, we'll contact you via email and SMS as required.