

## Women in Real Estate (WIRE) 12 March 2021: Event Terms & Conditions

These terms and conditions (**Terms**) govern your purchase of tickets for, and attendance at the Women in Real Estate 2021 event (**Event**) hosted by The Real Estate Institute of Queensland Limited (**REIQ**). By purchasing a ticket to the Event, you agree to be bound by these Terms and Conditions.

Throughout these Terms, the terms “REIQ,” “we,” “us” and “our” refer to The Real Estate Institute of Queensland Limited and its associated entities, and “you” refers to the individual or business purchasing tickets or attending the Event.

It is your responsibility to review these Terms prior to the purchase of tickets.

### 1. Registration to event

Upon completion of Event registration requirements, all ticket sales will be considered final.

### 2. Transfer of ticket to another party

Tickets may be transferred to another party provided that a written request is provided at least seven days prior to the Event and the full name and address of the new attendee advised. Such request must be made in writing to [events@reiq.com.au](mailto:events@reiq.com.au)

### 3. REIQ's rights

3.1 The REIQ reserves the right at any time to:

- (a) Change the format, participants, content, location and timing or any other aspect of the Event;
- (b) Postpone the Event or any part of the Event; or,
- (c) Cancel the Event or any part of the Event, and will not be liable for any damages, costs, losses or expenses of any kind incurred or suffered by You as a result of or in relation to REIQ modifying, postponing or cancelling the Event or any part of the Event.

3.2 If the Event is cancelled or postponed by the REIQ for any reason, including circumstances as outlined in *Clause 4*, the REIQ may at its discretion:

- (a) Refund the ticket fee; or,
- (b) Offer you tickets to any rescheduled event up to the value of the original tickets or, if you are unable to attend the rescheduled event or the event is not rescheduled, offer you a credit note valid for 12 months to attend another REIQ event.

3.3 A change of mind or personal circumstances does not entitle a ticket holder to refund or credit note.

### 4. COVID-19 Terms

4.1 You acknowledge that the Event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force resulting in the REIQ being required to or deciding to:

- (a) Cancel or postpone the Event; or,
- (b) Reduce the number of persons who may attend the Event, in which case you may be entitled to compensation as outlined in *Clause 3.2* above.

- 4.2 You agree to comply with all Government directions, orders and regulations relevant to attending live events, which may be in place at the time of the Event.
- 4.3 If you are attending the event as part of a group, as the primary ticket purchaser, you are responsible for knowing the contact details of all attendees in your group. In the event you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must:
- (a) Make the contact details of your group available to the Government (if you have the consent of each group member to do so); or,
  - (b) Contact each member of your group, and request that they provide their contact details to the Government directly.
- 4.4 All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If at the time of the Event, either you, or any other members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the Event. If you do attend the Event, you agree to assume all risk associated with COVID-19.

## 5. Refusal of Entry

- 5.1 The REIQ reserves the right, without any liability, to refuse admission to, or to eject You from the Event, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of the REIQ, You represent a security risk, nuisance, annoyance to the running of the Event or failure to comply with COVID-19 related requirements.
- 5.2 You agree to comply with all reasonable instructions issued by the REIQ or the operator of the venue for the Event.

## 6. Onsite Photography and Filming

- 6.1 You acknowledge that You may be filmed, sound recorded and/or photographed by the REIQ, the media or any other party at the Event and the REIQ may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever and that no remuneration is payable to you.

## 7. Limitations of liability and indemnity

- 7.1 Provisions of the *Competition and Consumer Act 2010 (Cth)* (CCA) and other laws in force from time to time in Australia may impose guarantees, warranties, conditions and obligations on the REIQ (**Consumer Guarantees**). If any of these Terms are inconsistent with a Consumer Guarantee, the Consumer Guarantee will apply to the extent of such inconsistency. To the extent permitted by law, the REIQ's liability and your sole remedy will be limited to the refund of the Fee paid to the REIQ. Subject to any applicable Consumer Guarantees, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
- 7.2 Subject to any Consumer Guarantees and to the maximum extent permitted by applicable law, the REIQ, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Event Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information,

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indirect, special, punitive or consequential loss or damage) that You may incur or suffer arising out of or in connection with the Event.

- 7.3 You agree to fully indemnify and hold the REIQ, its employees, agents, contractors and sub-contractors (**Representatives**) harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the REIQ and/or its Representatives arising out of or in connection with the Event, including but not limited to:
- (a) A breach of these Terms;
  - (b) Your use of the venue or attendance at the Event;
  - (c) Any damage to the venue or any goods located at the venue; or,
  - (d) The infringement of any intellectual property or other right of any third party (including the venue) by You.

## 8. General

- 8.1 Any failure, delay or relaxation on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.
- 8.2 If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms.
- 8.3 These Terms are governed by and are to be construed in accordance with the laws in force in Queensland.