# **SMSF** Professionals Day Terms and Conditions

# **1. DEFINITIONS**

"Conference" refers to the SMSF Professionals Day 2024 online and in-person events for which the Tickets are being sold.

"Organiser" refers to Accurium Pty Ltd (ABN 12 009 492 219) and Benchmark Media (ABN 43 564 725 109).

"Ticket holder" refers to the individual purchasing tickets for the Conference.

"Ticket" refers to the rights for admission to the Conference.

# 2. PURCHASE AND PAYMENT

Tickets are purchased through the Accurium website and Ticket Holders agree to the Accurium – General Terms and Conditions (available at www.accurium.com.au).

During the checkout process, the Ticket holder is responsible for providing accurate and complete information regarding their dietary requirements and any other information requested.

The Organisers will make reasonable efforts to accommodate a Ticket holder's needs based on the information provided at the time of the Ticket purchase. Failure to provide accurate and complete information may result in the Organiser being unable to accommodate these requirements or needs on the day of the Conference. The Ticket holder acknowledges that any inaccuracies or incomplete information provided at the time of purchase may not be rectifiable after purchase and may lead to unfulfilled needs on the day of the Conference. If the Ticket holder has a Ticket for an in-person Conference location and cancels in-person attendance up to two weeks prior to the event, an additional fee may be charged.

Tickets may not be resold, transferred, or exchanged without the written permission of the Organiser. Any Tickets found to be obtained fraudulently will be void and will result in refusal of entry to the Conference.

A Ticket holder agrees to purchase Tickets for the Conference from the Organiser by paying the price as listed by the Organiser. All prices are quoted in Australian Dollars. Tickets may be offered at a discount to the standard published price at the Organiser's absolute discretion.

## **3. USE OF TICKETS**

A Ticket is valid only for the date and time of the Conference for which a Ticket was purchased. Each Ticket purchase is for individual use only. Each Ticket holder with a Ticket to the online Conference event will be provided with a unique session ID to join which cannot be disclosed, forwarded, or distributed to any other individual without the Organiser's written consent.

## 4. EVENT CHANGES

The Organisers reserve the right to make alterations to the time, date, and venue of the Conference for reasons including, but not limited to, safety concerns, weather conditions, or unforeseen events that make the continuation of the Conference as scheduled infeasible. For any significant changes ticket holders will be entitled to a refund or exchange.

If a Conference event is postponed or cancelled, the Organisers will provide written notification to the Ticket holder. If an in-person Conference event is postponed, the Ticket holder's original Ticket will be valid for the rescheduled date. If the Ticket holder is unable to attend the Conference live at the new date/time, or the event is cancelled, the Organisers will provide the Ticket holder with access to the live online Conference event. The Ticket holder may alternatively request a refund of the monies paid by contacting the Organisers directly, with all requests to be considered on a case by case basis in the Organisers' absolute discretion.

In the unlikely situation that the live online Conference event is cancelled Organisers' will refund the Ticket holder the full cost of their purchase.

You are strongly advised to secure appropriate travel and health insurance. Tickets do not provide any such insurance coverage. The Organisers accept no responsibility for any loss in this regard.

#### 5. INDEMNITY

Organisers are in no way responsible for inaccurate or incomplete information supplied by a Ticket holder. Organisers do not accept any responsibility for any use or misuse by a Ticket holder of information obtained from attendance at the Conference.

Ticket holders unconditionally release Organisers from any liability, claims, demands or damages of any kind arising out of or in connection with any use of or access to the Conference event, or any action taken or reliance upon any information provided as part of the Conference event.

Each Ticket holder indemnifies and holds harmless Organisers, its directors, officers, employees, agents (those indemnified) in respect of any loss, damage, costs or expenses suffered or incurred by those indemnified (including reasonable legal costs for investigating or defending any claim) related to or arising from:

- (a) breach of these Terms and Conditions or any applicable law;
- (b) any defect in a Ticket holder's information or attendance at a Conference event as a result of inaccurate, incomplete, incorrect or otherwise defective information submitted by or on behalf of the Ticket holder;
- (c) any unauthorised acts, fraud, wilful default, dishonesty or negligence of the Ticket holder; or
- (d) any access to or use or misuse of the Ticket by the Ticket holder.

# 6. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Organisers disclaim:

- (a) all liability (including any indirect, special, incidental or consequential damage or loss) suffered or incurred by any person, whether directly or indirectly by reason of any use or misuse of, or reliance upon, from attendance at the Conference event or from information being inaccurate, incomplete, incorrect or misleading or deceptive, regardless of whether Organisers were aware or should have been aware of the possibility of such loss or damage; and
- (b) any express or implied term, condition, guarantee, statutory or other warranty relating to the Conference, including but not limited to warranties and guarantees of acceptability, compliance with description, correspondence with sample, merchantability or fitness for purpose.

# 7. MEDIA

As a participant of the Conference your image or voice may be recorded via video, photograph or by any other means ("recorded") by Organisers, and may be distributed or published at the discretion of the Organisers. If you do not wish to be recorded, you are required to formally advise the Organisers.

## 8. PERSONAL DATA

The Organisers will handle personal information as described in their privacy policies. By purchasing a ticket, you agree that your registration information will be provided to Organisers. Organisers may use this information for marketing purposes and may contact you regarding their services. For further details about the Organisers, including details of their privacy policy, please see their websites at www.accurium.com.au and <u>www.bmarkmedia.com.au/</u>.

## 8. ACCEPTANCE OF TERMS

Where these SMSF Professionals Day Terms and Conditions address an area covered by the Accurium – General Terms and Conditions, the Terms set out in this document override the Accurium – General Terms and Conditions.

By purchasing a Ticket, the Ticket Holder confirms that they have read, understood, and agreed to these Terms and Conditions, and waive any right they might have to sue the Organiser for damages incurred as a result of purchasing a Ticket or attending the Conference.

## 9. MISCELLANEOUS

These Terms and Conditions are governed by the laws of the jurisdiction in which Accurium is located. Any disputes arising out of or related to these Terms and Conditions or the Conference will be resolved in the jurisdiction in which Accurium is located. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.