

# evoke<sup>AG.</sup> Terms and Conditions

Important: You must read these terms carefully because they include provisions that affect your ability to recover damages for loss you may suffer while attending the Event and allow AgriFutures Australia to disclose your personal information to third parties in accordance with AgriFutures Australia's <u>Privacy Policy</u>.

#### Event terms and conditions:

These Event Terms (**Terms**) govern your purchase of tickets for, and attendance at the evoke<sup>AG.</sup> 2025 event held by Rural Industries Research and Development Corporation trading as AgriFutures Australia (the **Event**).

Throughout these Terms, the terms "AgriFutures", "we", "us" and "our" refer to Rural Industries Research and Development Corporation trading as AgriFutures Australia, and "you" refers to the individual or business purchasing tickets or attending Events.

#### 1. Event Booking and Ticket Purchase

- 1.1 Payment for delegate tickets must be made online via https://www.eventbrite.com.au/e/evokeag-2025-brisbane-queensland-tickets-865969065787. Payment can be made via credit card. All payments must be made in Australian dollars (AUD).
- 1.2 In addition to the ticket price, you must pay GST and any booking, handling, credit card surcharge or postage fees specified on the Eventbrite website.
- 1.3 Ticket prices are subject to change. Any change to ticket prices will be displayed on the Eventbrite website. For the avoidance of doubt, any ticket already purchased by you will be unaffected by the price change (if any).
- 1.4 Your booking is confirmed when you receive an email notification and receipt from Eventbrite. We will maintain a list of confirmed and paid up attendees for the Event, and you may gain entrance to the Event by presenting identification, your email receipt or your electronic ticket.

#### 2. Refunds, Credits and Transfers

- 2.1 All cancellation requests must be made in writing to evoke<sup>AG.</sup> either via your booking in Eventbrite or emailing registration@evokeag.com clearly stating your booking reference.
- 2.2 Attendees can request refunds up to 30 days before the evoke <sup>AG.</sup> 2025 start date.
- 2.3 Except where the Event has been cancelled, significantly changed or postponed, refunds will be made at the sole discretion of AgriFutures.
- 2.4 We may charge you a fee for the replacement of tickets which are lost or stolen. We are under no obligation to replace tickets.
- 2.5 You must not, without the prior written consent of AgriFutures, resell or offer for sale any tickets purchased at a premium to their purchase price. You cannot resell their tickets on an online auction site. If a ticket is sold or used in a breach of this condition, the ticket may be cancelled without a refund and the holder of the ticket may be refused admission to the Event.
- 2.6 Substituting names will be accepted provided it is completed via the Eventbrite website or emailed to <u>registration@evokeag.com</u> prior to the Event. Registration is valid for the named attendee only.

#### 3. Event Cancellation or Postponement

- 3.1. If the Event is cancelled or postponed, AgriFutures will provide a full refund of the ticket price. For the avoidance of doubt, AgriFutures will not provide refunds of any booking, handling, credit card surcharge or postage fees.
- 3.2. We will use reasonable endeavours to notify ticket holders of a cancellation, significant change or postponement by sending an email to all ticket holders and putting a notice on our website; however, the responsibility to ascertain whether an event has been cancelled or postponed is yours. We are not responsible for any failure for ticket holders to be informed of a cancellation, significant change or postponement to the extent it arises from the ticket holder failing to check their email or our website, or having provided incorrect or outdated contact details.

3.3 We reserve the right to change the program at any time. Every effort will be made to ensure a program of equivalent standard. To the extent any change substantially changes the nature of the program, ticket holders may elect to have the full price of their ticket refunded.

## 4. Event Conduct

- 4.1. You are expected to behave in a professional and appropriate manner at the Event.
- 4.2 By attending the Event, you agree to abide by the AgriFutures Australia Code of Conduct. Our Code of Conduct can be found here: <u>https://www.agrifutures.com.au/wp-content/uploads/2018/05/AgriFutures-Australia-Code-of-Conduct-1.pdf</u>
- 4.3 We reserve the right to prohibit entry of any person to the Event or eject any person from the Event based on behaviour deemed inappropriate by AgriFutures staff and/or its agents and others working under its authority, including Security personnel.

### 5. Images and Multimedia

5.1 In purchasing your ticket for the Event, you grant permission to AgriFutures, its agents and others working under its authority, to take and to have full and free use of video/photographs containing their image/likeness. It is understood these images may be used for promotional, news, online/multimedia, research and/or educational purposes by and for AgriFutures. You agree that you are not entitled to remuneration, residuals, royalties or any other payment from AgriFutures in respect of their image/likeness or its use. You hereby release, discharge and hold harmless, AgriFutures and its agents from any and all claims, demands or clauses of actions that you may hereafter have by reason of anything contained in the photographs or video

### 6. Privacy

- 6.1 The information you provide when purchasing your ticket will be used by us for the purpose of conducting this Event. By purchasing your ticket, you consent to the storage of your personal information on AgriFutures database and AgriFutures may use this information for future promotional and marketing purposes including (where you have opted in) contacting you via electronic messaging.
- 6.2 AgriFutures may disclose your personal information to its contractors and agents, located in Australia or overseas, to assist in conducting this Event or communicating with you and to Australian regulatory authorities.
- 6.3 You can read the AgriFutures Privacy Policy at <a href="https://www.agrifutures.com.au/privacy-statement/">https://www.agrifutures.com.au/privacy-statement/</a>. The Privacy policy contains details of how you may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with. You can request access, updates and corrections to their personal information or opt-out by contacting our privacy officer at <a href="mailto:privacy@agrifutures.com.au">privacy@agrifutures.com.au</a> or 02 6923 6900.

## 7. Limitation of Liability

- 7.1. To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at the Event.
- 7.2. Other than as set out below, where our liability cannot be excluded, such as in relation to Consumer Guarantees under the Australian Consumer Law or other prescribed terms under legislation, our liability for breach is limited to the face value of the ticket purchased by you, plus any relevant booking and delivery fees.
- 7.3 Except for any liability that cannot by law be excluded or in the case of AgriFutures' negligence or gross misconduct, AgriFutures (including its respective officers, employees and agents) is not responsible for and excludes all liability, for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of or in connection with the Event.

### 8. Disclaimer

8.1 AgriFutures provides notice to you that it makes no warranty, express or implied, that any information, materials, techniques or products or anything else presented at the Event is accurate, valid, adequate or fit for any purpose whatsoever. You are solely responsible for determining the validity, adequacy and fitness of any information, materials or products or anything else presented at this Event for any and all uses.

- 8.2 Statements and descriptions made by AgriFutures at this Event and included in the Event materials are informational only and are not made or given as a warranty.
- 8.3 The views, opinions and statements made at the Event are solely of those of the speakers and presenters and may not reflect the views of AgriFutures. Furthermore, speakers may have vested interests in the concepts and products they discuss.
- 8.4 Your use of or reliance on any views on any content provided at this Event is entirely at your own risk. AgriFutures is not liable for any kind of claim for loss, damage or expense arising out of or resulting from the use of any information, materials, products or anything else presented at the Event, including no liability for indirect or consequential damages.

#### 9. General

- 9.1 These terms and conditions are governed by and construed in accordance with the laws of the Queensland for the event held in Brisbane.
- 9.2 Any provision of these terms and conditions that is illegal, void or unenforceable will be severed without affecting the other provisions.