Registration Terms & Conditions

These Terms and Conditions govern all in person registrations for the Australian Energy Producers Conference & Exhibition to be held at the Perth Convention & Exhibition Centre (**the Venue**) from 20 May 2024 to 23 May 2024 (**the Conference**).

Before proceeding with registration, the prospective attendee or delegate must carefully read these Terms and Conditions, and if unsure of their meaning and application, seek independent legal advice. If a person is registering on behalf of a delegate/s, it is the responsibility of that person to notify each delegate of the Terms and Conditions of registering, which they will be agreeing to on the behalf of the delegate. That person must also provide full details of the delegate/s registration details as confirmed. By completing the registration, and paying the registration fees, the prospective attendee, or delegate, agrees with these Terms and Conditions.

1. Registration

Payment: All registration fees must be paid in full prior to the Conference by 5.00pm AWST Friday 17 May 2024 to guarantee and confirm a registration. Once payment has been received, an email confirmation and tax invoice will be provided. If payment is not made at the time a registration is lodged, then registration will be deemed provisional and Australian Energy Producers reserves the right to deal with such registrations in its absolute discretion, acting reasonably.

Cancellation: Australian Energy Producers reserves the right to levy an administration fee for any notice of cancellations by attendees or delegates received in writing. For cancellations received in writing by 5:00pm AWST Friday 10 May 2024, a full refund (less \$110.00 to cover administration costs) will be made. You acknowledge and agree that no refunds will be issued for cancellations received after 5:00pm AWST Friday 10 May 2024 and Australian Energy Producers will retain the full amount of registration fees by way of liquidated damages. No refunds will be provided for networking functions cancelled after 5:00pm AWST Friday 10 May 2024.

Assignment: Should you be unable to attend the Conference, you may transfer your registration to another delegate or attendee at no extra charge on the conditions that the conference administrators, The Event Gap (**Conference Administrator**), are notified in writing by 5:00pm AWST Wednesday 15 May 2024 and the assignee agrees in writing to these Terms and Conditions.

Rates: Member rates are provided to employees of any company who is a member of the Australian Energy Producers at the time of the Conference. An employee will only be entitled to member rates where the direct company the attendee works for is a member (regardless of ownership of company).

Early bird registration: Early bird registrations close at midnight AWST on Friday 22 March 2024. If full payment has not been received by Australian Energy Producers within 14 days of registration, or by Saturday 6 April 2024, whichever is earlier, Australian Energy Producers will change the delegates early bird registration to the applicable standard registration, incurring the fee increase.

Payment: All registrations must be accompanied by an appropriate form of payment. A tax invoice will be included with the confirmation email to delegates. Credit card and EFT payments are the accepted forms of payment until 11:59pm AWST Friday 26 April 2024. From Saturday 27 April 2024, credit card payments will be the only accepted method of payment, unless written approval is granted by Australian Energy Producers. Accepted credit card payments are Visa, Mastercard and AMEX. Any surcharge applied by the relevant card provider will apply to all credit card transactions. All figures are quoted in Australian Dollars and include GST. *Please note:* Delegates will not be permitted access to the Conference unless payment is received in full.

Access Requirements: Delegates or attendees should advise Australian Energy Producers of any special access requirements at the time of registration or via email to confex@energyproducers.au prior to arrival at the event.

2. Behaviour and Code of Conduct

Diversity and Inclusion: Australian Energy Producers values diversity and inclusion as human entitlements and appreciates the improvements in business performance that flow from the recognition of individual differences. Australian Energy Producers is committed to providing a Conference which is free from discrimination by reference to unlawful or irrelevant attributes, including but not limited to, religion, race, ethnicity, language, gender, sexual orientation, disability, and age. Australian Energy Producers reserves the right to refuse admission to any participant who fails to uphold or promote Australian Energy Producers' value of diversity and inclusion.

Inappropriate behaviour / intended inappropriate behaviour: You must not engage in offensive or inappropriate behaviour at or during the Conference, including but not limited to by wearing or otherwise displaying any commercial, political, religious, or offensive signage or logos. Verbal disruption of the Conference is not permitted either in disruptive verbal or written communication between or towards delegates/speakers or during presentations at the event.

Australian Energy Producers reserves the right to refuse or cancel a Conference registration or admission (either pre-Conference or onsite during the Conference), to any participant who fails to uphold appropriate and professional behaviour, in the opinion of Australian Energy Producers.

Contravention: Without prejudice to any other rights which Australian Energy Producers may have, if you contravene any of these Terms or Conditions, you may:

- be refused entry to, asked to leave, or be removed from, the Venue;
- have your registration/ticket confiscated and/or cancelled without refund or recompense;
- be disqualified from purchasing tickets for or entering into other events organised or affiliated with Australian Energy Producers.

Australian Energy Producers reserves the right to:

- evict any person from the Venue and the Conference if they are in contravention of any
 of these Terms and Conditions:
- refuse or reject any registration, whether paid or unpaid, if Australian Energy Producers reasonably suspects that the prospective attendee or delegate does not intend to act in the best interests of the Conference, or does not intend to uphold or promote Australian Energy Producers' value of diversity and inclusion or acts inappropriately or disruptively, in the reasonable opinion of Australian Energy Producers.

3. Security

For the safety of all attendees and delegates, it is a condition of entry to the Conference that you submit to reasonable searches (e.g., pat down of persons, metal detection of person or physical inspections of bags and containers) on entry and at any other time during the Conference. All attendees will be required to provide an approved photo head shot during the registration process. This is a condition of registration for the Australian Energy Producers Conference & Exhibition. All attendees will be requested to present photo identification on collection of their registration pass. If you refuse a reasonable search on entry, Australian Energy Producers reserves the right to:

- Refuse you entry, without a refund; and
- Within the confines of the Conference, you may be removed from the Venue without a refund.

You may be asked to check-in your bags into the cloakrooms provided onsite at the discretion of the security personnel.

If you refuse to submit an approved photo head shot, or photo identification onsite, Australian Energy Producers reserves the right to cancel your registration, without a refund.

4. Event speakers, presenters or facilitators

Any views expressed by speakers, presenters or facilitators_remain at all times, their own personal views. Subject to applicable law, Australian Energy Producers does not accept liability

for any advice given, or views expressed by any speaker, presenter or facilitator at any event or conference or in relation to any materials provided to delegates or attendees.

5. <u>Disclaimer</u>

At the time of registration, Australian Energy Producers has provided the most recent information available and the delegate and/or speakers accept that the content and/or the delivery of the Conference can change beyond the control of Australian Energy Producers. Australian Energy Producers will not take any responsibility for any errors, omissions, and changes to the program or content of the Conference. Australian Energy Producers reserves the right to make changes as it considers appropriate without penalty and in such situations no refunds, part refunds or alternative offers shall be made.

Australian Energy Producers cannot control all content published or disseminated at the Conference. You may find other delegates' or participants' communications, graphics, audio files or other information inappropriate, offensive, harmful, inaccurate, dishonest, or misleading and/or deceptive, however you alone are solely responsible for your interaction with other delegates and agree to act responsibly and exercise caution, common sense, and safety while in attendance at the Conference.

Australian Energy Producers, its directors, employees, servants, agents, and affiliates shall not be liable for any losses, damages, liabilities, claims or expenses whatsoever arising out of or referable to the Conference.

6. Limitation of Liability

Should, for any reason outside the control of Australian Energy Producers, the Venue or speakers change, or the Conference be cancelled, Australian Energy Producers will endeavour to reschedule the Conference.

Australian Energy Producers, to the fullest extent permissible under law, will not be liable for any claim from, or damage or loss to, the delegate or any of its delegate representatives' person or property including by fire, theft, accident, or any other cause, except to the extent caused or contributed to by Australian Energy Producers.

To the fullest extent permissible under law, neither party will be liable for any indirect or consequential damages arising out of a breach of this Agreement or otherwise relating to or arising from the Conference.

The liability of each party for all claims and losses arising out of or in connection with these Terms and Conditions, whether in contract, tort (including negligence) or any other basis in law or equity, is limited to an amount equal to the registration fees paid or payable by the delegate under the Agreement, subject to this clause 6.

7. Force majeure

Australian Energy Producers will not be liable to the delegate for any loss suffered, nor be in default under these Terms and Conditions for any delay, failure or interruption in the provision of goods and services related to the Conference resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God, epidemic or pandemic (such as the COVID-19 pandemic) or any other event or cause beyond the control of Australian Energy Producers, or if the attendance at the Conference is adversely impacted by any of the causes nominated by this clause.

If the Conference is cancelled due to any of the causes in this clause, Australian Energy Producer's liability to you will be limited to the refund of the payments made by you and Australian Energy Producers will not be liable for any additional expenses or costs, whether direct or indirect, incurred by you.

8. State Lockdown

If Australian Energy Producers is unable to deliver the Conference at the Venue due to any official Government lockdown or restrictions, Australian Energy Producers reserves the right, at its discretion, acting reasonably to:

- convert all in person registrations to virtual registrations. retaining up to 25% of registration fee to be applied towards costs already incurred by Australian Energy Producers: or
- postpone the Conference to a later date, transferring all in person registrations to the postponed date.

If Australian Energy Producers proceeds with postponing the Conference, the new conference date will be announced within 30 days of Australian Energy Producers providing notice in writing of its decision to postpone the Conference. In such circumstances, registration rates will remain at the rates which applied at the time the delegate registered for the Conference. If Australian Energy Producers proceeds with a virtual event, you will be refunded a minimum of 75% of the registration fee.

9. Photography and videography

Authority to record: By registering for the Conference, and paying the registration fees, you irrevocably authorise and grant Australian Energy Producers (and any of its authorised representatives, agents, employees, contractors) the right to:

- record you (picture and voice) on photographs, film and/or video tape, for audio and visual production (Recording);
- edit any Recording into a photo gallery/short film/webinar (which may include other recordings and material);
- use your name and likeness, voice or other information concerning you;

 use, screen or place online (including on social media), any Recording for promotion and any other purposes worldwide and in perpetuity.

Release: You hereby irrevocably release Australian Energy Producers from any infringement or violation of personal and/or property rights of any sort whatsoever based upon the use of any Recording. You acknowledge that Australian Energy Producers owns and shall own all rights, title, and interest (including copyright), in each Recording. You further acknowledge that Australian Energy Producers is not obliged to use any Recording. You warrant that you have full power to enter into this release and that the terms of this release do not in any way conflict with any existing commitment on your part. You understand that you will receive no monies, consideration, or compensation for any Recording.

While under no obligation to do so, Australian Energy Producers will consider any reasonable request not to use or to stop using a particular Recording. Such requests should be made in writing to confex@energyproducers.au. Should you not wish to grant Australian Energy Producers at confex@energyproducers.au at least two (2) weeks prior to the Conference.

10. Recordings

Without express prior written consent from Australian Energy Producers, you are not permitted to make any audio-visual recordings of the Conference (**Unauthorised Recordings**). This includes but is not limited to, presentations, PowerPoint presentations, speeches and photography or filming/recording of PowerPoint slides is strictly prohibited. Should you make any Unauthorised Recordings, you agree that upon making those recordings, all copyright in the Unauthorised Recordings shall vest in and otherwise be assigned to Australian Energy Producers. You further warrant that you shall not use the Unauthorised Recordings in any manner whatsoever.

If you are in material contravention of any of these Terms and Conditions, Australian Energy Producers reserves the right to:

- evict you from the Venue and the Conference:
- cancel your registration with no refund.

11. Privacy policy

Australian Energy Producers is concerned with the protection of your privacy. We acknowledge and abide by our obligations under the Australian Privacy Principles contained in the *Privacy Act* 1988 (Cth) as amended. Australian Energy Producers collects and stores your personal information for the purposes of providing registration and delegate services, education and training programs, and improving and promoting products and services, and membership status in various ways.

To view full details of Australian Energy Producers' privacy policy please visit our website at https://energyproducers.au/legal/privacy-statement/. This policy contains information on how you can obtain access to your personal information held by us and how we will deal with any complaint you may wish to make.

By completing this registration you consent, or agree to procure the consent of your delegates, to the use of your, or your delegate's, personal information in accordance with Australian Energy Producers' privacy policy.

If any delegate withdraws their consent to the use of their personal information in accordance with Australian Energy Producers' privacy policy, we are unable to provide the delegate services to that delegate and such withdrawal of consent will be treated as a cancellation of that delegate's registration in accordance with clause 1 of these Terms and Conditions.

12. Delegate list

Your contact details (including your name, position title, company and email address) will be used to compile a delegate list that will be used by: Australian Energy Producers; third party event organisers; venues and accommodation providers for the purposes of room bookings (if applicable); two principal partners; and parties associated with related events, before and after the Conference.

The delegate list will be issued electronically to all registered delegates (including confirmed exhibitors), 7-14 days prior to the Conference, and post Conference, to enable delegate collaboration. Each delegate is provided the opportunity to provide or withdraw consent to be listed within the delegate list that is provided to all delegates within the registration process. If you have any questions or concerns about your privacy in relation to the Conference, please contact confex@energyproducers.au.

13. Accommodation

Accommodation bookings should be made at the time of registration to ensure you obtain accommodation at the property of your choice. Bookings must be made on the applicable section of the online registration form. Delegates will be responsible for payment of their accommodation and all costs incurred during their stay upon check in and/or check out at the hotel. Some hotels may charge a one-night deposit to your credit card prior to the Conference. This amount will be deducted from the credit card provided directly by the hotel. *Disclaimer*. It is your responsibility to review the accommodation provider, the facilities, and the conditions upon which the booking is offered. Australian Energy Producers does not accept any liability for any loss or damage that you might suffer due to unsatisfactory accommodation arrangements made by you or provided by the hotel.

Please take care when assessing and booking accommodation arrangements.

Accommodation cancellations and amendments: No cancellation fee for accommodation will be charged if you advise an amendment or cancellation in writing to the accommodation liaison, to confex@energyproducers.au before 5:00PM AWST, Friday 12 April 2024.

No refunds will be provided for cancellations or reduced room nights advised after 5:00PM AWST, Friday 12 April 2024.

The credit card provided at the time of booking will automatically be charged by the nominated hotel, for any cancellation fees incurred. No new bookings or accommodation changes can be made over the phone. All bookings/changes must be made in writing to confex@energyproduceres.au.

After Thursday 16 April 2024, accommodation should be booked or amended directly through the hotels. Please note, after Thursday 16 April 2024, the accommodation liaison are not responsible for advising hotels of changed circumstances, even if they are advised of a cancellation/change of registration details. Hotels will directly debit delegates' credit card details for cancellations and no shows (if not advised prior).