

# OZTeK'09 Terms & Conditions of Entry

## 1. Terms of Reference

- a) In these terms and conditions for Participation the terms "Visitor" and "Attendee" shall include all persons who have applied for, or being given, access for the purpose of attending either the Exhibition or Conference or any part thereof.
- b) The term "Exhibition" shall mean: OZTeK'09 Exhibition floor display area.
- c) The terms "Conference" shall mean: The OZTeK'09 AustralAsian Diving Technologies Conference and all sessions, workshops and activities within the Conference Venue.
- d) The term "Organisers" shall be: OZTeK – Australian Diving Technologies Conference. PO Box 1128, Dee Why, NSW 2099, their representatives, employees or agents.
- e) The term "Venue" shall be: Australian Technology Park, Eveleigh, NSW 1430, Sydney, Australia.

## 2. Application for Entry and Participation

If the Visitor or Attendee fails to comply in any substantial respect with the terms of these Terms & Conditions, the Organisers shall have the right to remove said Visitor or Attendee from the Venue without recourse by the said Visitor or Attendee and all monies paid by the Visitor or Attendee shall be absolutely forfeited to the Organisers. Furthermore, the said Visitor or Attendee shall be liable for any loss or damages suffered by the Organisers in removing said person from the venue and removal from the venue does not release the said person from any additional liability incurred by the Organisers in respect of actions by the said Visitor or Attendee.

3. Visitors & Attendees are only allowed access when full payment for their selected Ticket or Pass has been received by the Organisers. In the event that the Visitor or Attendee has paid a third party for the Pass or Ticket, and the monies have not been received by the Organisers, the Ticket or Pass will be deemed invalid and entry will be refused until such time as these monies are received by the Organisers. The Organisers will not be deemed liable for any action by a Third Party in this regard nor for any loss or damages incurred by the Visitor or Attendee; the purchase of a Ticket or Pass from any Third Party shall be deemed a commercial liability between the Third Party and the Visitor or Attendee only.

4. The Organisers reserve the right to re-draw the floor plan to the benefit of the exhibition or reschedule any activity or session or to remove or replace any speaker or topic at any time as they see fit. In such cases the Organisers are not liable for any loss or damages incurred by any visitor or attendee by these changes, even if such changes limit the access of the visitor or attendee to any exhibitor, session or speaker.

5. The Organisers reserve the right to decline any request to purchase a ticket or pass to the exhibition or conference and the Organisers decision is final and not open to discussion.

6. All visitors and Attendees shall comply with these terms and conditions of entry to the exhibition & conference stipulated by the Organisers & to any requirements of the Venue, The Health Department, NSW WorkCover and the Metropolitan Fire Brigade and with all relevant State and Commonwealth Acts, including the use or display of hazardous materials and the sale or consumption of food or beverages.

7. Every Visitor or Attendee hereby accepts liability for all acts or omissions of himself, his servants and agents, and undertakes to indemnify the Organisers. To keep them indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs, and expenses whatsoever, which may be taken or made against the Organisers or incurred or become payable by them arising there from or in respect thereof including any claims arising out of the actions of the Visitor or Attendee of any kind whatsoever, including any legal costs and expenses and any compensation costs and disbursements paid by the Organisers on the advice of counsel to compromise or settle any such claims.

8. Neither the Organisers nor the venue owners are responsible for the safety of any exhibit or property or any consequential loss to any Visitor or Attendee or any other person, for the loss or damage of, or destruction to same, by theft or fire or any other cause whatsoever sustained by the Visitor or Attendee by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers or for any loss or damage occasioned, if by reason of happenings of any such event the opening of the exhibition or conference is prevented or postponed or delayed or abandoned or the building becomes wholly or partially unavailable for the holding of the exhibition or conference.

9. The Organisers will take all precautions they consider necessary for the protection and security of articles brought to the venue but cannot be responsible for the safety, loss or damage of any exhibit or other property or any other person under any circumstances whatsoever.

10. If, due to any unforeseen circumstances, it is found necessary to close the exhibition or conference on any day or days or to vary the hours the exhibition or conference is open the Organisers reserve the right to do so at their sole discretion.

11. The Organisers may, from time to time, add to or vary the foregoing Terms and Conditions and do anything at their sole discretion that they deem desirable for the proper conduct of the exhibition and conference, provided that such amendments or additions do not operate to diminish the rights reserved to the Visitor or Attendee under these terms & conditions and shall not operate to increase the liabilities of the Organisers.

12. The Organisers reserve the right to stop any activity on the part of any Exhibitor, Visitor or Attendee that may cause annoyance to other Exhibitors, visitors or attendees. Business must be conducted only from an approved Exhibitor's own stand and under no circumstances may this be carried out from an aisle way or elsewhere in the Exhibition. Any such encroachment shall be deemed to be a breach of these Terms & Conditions.

13. Visitors and Attendees will have limited access to events and activities according to the type of Ticket or Pass Purchased. Such access will be determined solely by the Organisers and all persons shall be required to follow such limits and any instructions thereto given by the Organisers or their agents. The Organisers reserve the right to change such access as they see fit.

14. Visitors & attendees are admitted to the Exhibition and conference, and shall remain there, solely on strict compliance with these Terms and Conditions. The Organisers reserve the right to prohibit in whole or in part and reject any Person in the case of failure to comply with the Terms and Conditions. There shall be no return of payment if such rejection or prohibition is deemed necessary by the Organisers.

15. All Door Prizes or any Prize Giveaways will be handled strictly at the discretion of the Organisers. Entry criteria to any such draw will be determined solely by the Organisers and the Organisers reserve the right to amend these criteria at any time without notice. Furthermore the Organisers reserve the right to withdraw any Door Prize or Prize Giveaway or to withhold the awarding of any such Prize as they see fit. Door Prize or Prize Giveaway Winners are limited to persons in possession of Tickets or Passes purchased from the Organisers or an authorized Third Party seller, and any Speaker, Official, Media or Exhibitor Pass holder is not eligible to enter or win such a Prize Draw.

16. Any Visitor or Attendee who wins a Door Prize or Prize Giveaway and accepts such a Prize does so at their own risk and upon acceptance of such a Prize indemnifies the Organisers, Sponsors or any entity from whom the Prize is received of any liability of damages that may arise from said Prize. Prize winners authorize the Organisers to use their details in Promotional material and winners of such prizes will have their name and prize published.

## 17. Privacy Provisions

All visitors and attendees authorise the Organisers to use their details for promotional correspondence in relation to this and any future OZTeK or other Dive Show ran in conjunction with the Organisers. Furthermore, by entering the venue all visitors and attendees hereby authorize the organisers to pass this information on to the Exhibitors and indemnify the Organisers for any use of these details by the Exhibitors.

## 18. Retailing of Product

The retailing of Exhibitor products & services will comply with the 'Exhibition Sale of Goods – Terms & Conditions' as advised by the Organisers including requirements that a receipt will be issued for all goods sold and said receipt will be required to be shown to the Organisers before removal of the goods from the Exhibition.

## 19. Aisle Selling

At no time shall the act of "Aisle Selling", being the act of selling or attempting to sell any product or service in any aisle or area outside of an approved Exhibitor Booth, be undertaken by any visitor or attendee. Any attempt to Aisle Sell will be deemed as grounds for immediate & permanent removal from the venue and forfeiture of any monies paid for any Ticket or Pass.

## 20. Refunds of Tickets or Passes.

The monies for the Ticket or Pass are deemed to be Fully Earned by the Organisers once the Ticket or Pass is sold, either by the Organisers themselves or any authorised Third Party seller.

In exceptional circumstances the Organisers may be prepared to consider a refund of a Ticket or Pass to a Visitor or Attendee, but only if the following conditions are complied with:

- That the request for a refund is submitted in person or in writing by registered post;
- That the request is received prior to the Visitor or Attendee seeking entry to either the exhibition or conference;
- That the request is received prior to the start of the exhibition or conference;
- That the reason given for the request of the cancellation is, in the opinion of the Organisers, well founded.
- That the Visitor or Attendee agrees that the Organisers shall retain 20 per cent (20%) of the ticket or pass.