

Terms and Conditions of Purchase

Before proceeding with your purchase, please read these Terms and Conditions carefully. You must not complete your purchase unless you agree with these Terms and Conditions.

In these Terms and Conditions, a reference to MVEC or MCRI is to the Melbourne Vaccine Education Centre at the Murdoch Children's Research Institute ABN 21 006 566 972. A reference to the **Venue** is to the premises and/or venue to which a ticket relates.

By purchasing a ticket you agree to comply with the Terms and Conditions.

By purchasing a ticket through MCRI (including from the Venue, online or over the phone) or through an authorised sales channel, you agree to comply with the Terms and Conditions.

The Venue's conditions of entry are incorporated into these Terms and Conditions and apply to your ticket.

These Terms and Conditions continue to apply even if a ticket is provided to a third party by any means and any subsequent holder of a ticket will be bound by these Terms and Conditions.

Your ticket may be subject to additional booking terms, which will be notified to you prior to purchase. To the extent that there is any inconsistency between these additional booking terms and the Terms and Conditions, these Terms and Conditions will prevail.

Amendments to Terms and Conditions

MCRI may update, replace or vary these Terms and Conditions at any time, including for specific events. Changes will be made effective by posting them on MCRI's website.

By making a purchase through MCRI or an authorised sales channel, you agree to be bound by the Terms and Conditions that apply at the time of purchase.

Purchase of Tickets

Tickets are valid only when purchased through MCRI or from an authorised sales channel. MCRI reserves the right to cancel and not refund any ticket it reasonably believes has been bought or sold by an unauthorised seller.

In the case of an Event cancellation, a refund will be provided to the original ticket purchaser. If you have purchased a ticket from an unauthorised seller, you have no refund right from MCRI and may be at risk of no refund from that unauthorised seller.

Tickets may be issued to you in digital format, including in print at home format.

Transfer of tickets

Cancellation or refund of purchased tickets are not allowed but may be transferred to another appointed delegate; all transfers must be notified by emailing info.mvec@mcri.edu.au as soon as possible. Transfers will not be deemed to be received until you have written confirmation from MVEC. If the transfer is not received in writing, the registration will not be transferred. No transfer will be allowed on the actual day of the event. No tentative bookings will be accepted. No shared registrations will be accepted.

Refund in relation to COVID-19

We are offering additional flexibility in the event that Government related COVID-19 restrictions impact your ability to attend an event.

You may be entitled to a refund if you or a member of your booking party falls into any of the following categories:

- (a) You or they are required to self-isolate or quarantine under applicable COVID-19 restrictions and the event falls within the isolation/quarantine period.
- (b) You are unable to travel to attend the event due to border restrictions.

For a refund to be considered, you must notify us **at least 2 hours prior to the commencement of the event by emailing info.mvec@mcri.edu.au**.

COVID-19 safety when you attend our Venues and events

When you attend our Venues and events, you and each member of your booking party must comply with any COVID-19 safety protocols or requirements notified to you by MCRI or the Venue (including by way of signage at the Venue or by way of line markings on the floor).

This includes complying with:

- (a) Hand hygiene requirements and the requirement to wear a face mask;
- (b) Physical distancing requirements (including physical spacing requirements while queuing);
- (c) Person limits for particular spaces and areas; or
- (d) Person density requirements.

You and your booking party may be refused entry or required to leave the Venue or event if you or they:

- (a) refuse to comply with any COVID-19 safety protocols or requirements notified to you by MCRI or the Venue;
- (b) refuse to comply with any reasonable health and safety directions given by Venue staff;
- (c) are required to be in self-isolation or quarantine under applicable COVID-19 protocols.

In these circumstances, Tickets will not be exchanged or refunded unless required by law (including the ACL).

Pricing and Payment

All prices are quoted in Australian dollars and are inclusive of GST (where applicable).

Where GST applies, your ticket is a tax invoice.

Tickets advertised at a particular price will be available at that price for a reasonable period of time and in reasonable quantities.

Prices are subject to change without notice.

Service fees and charges may apply to each purchase and you will be notified of the applicable fee and/or charges prior to purchase.

You warrant that you have the authority to make payment for your purchase and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to make the purchase.

If the amount paid by you for your purchase is incorrect for any reason (including ticket price and fee amount where the error was due to an error in a price posted on MCRI's website or otherwise communicated to you or human error or technical malfunction), MCRI may cancel the order or the purchase and refund you the amount paid. Where the purchase was a ticket, MCRI may offer you a replacement ticket to you at the correct price.

Digital Tickets

Tickets will be emailed to you upon receipt of full payment. If you do not receive a confirmation email or are otherwise concerned that your purchase was not successful, you must contact us for confirmation of your purchase. MCRI takes no responsibility for incomplete purchases including where you have not received a confirmation number but have made no attempt to confirm the order.

User Account

Prior to making an online purchase, you may be required to register for a user account and to nominate an email address and password for your account. You must maintain the confidentiality and security of your user account (including your password) and must not provide it to any other person.

You are responsible for the use of the online purchase function and all transactions conducted using your account. If you become aware of any unauthorised use of your account, you should notify MCRI or the authorised seller immediately and reset your password.

Lost or Stolen Tickets

Where tickets are lost, stolen, misplaced or damaged, MCRI may charge an administration fee to issue replacement tickets and may require proof of identity and purchase prior to issuing a replacement ticket.

Conditions of Entry

You must have a valid ticket or entry pass to attend an event and appropriate evidence of entitlement when purchasing a ticket or attending an event with a concession.

Attendance at a Venue or an event and the right of admission is reserved by MCRI and the Venue.

By attending an event, you agree to the Venue's conditions of entry which will be notified to you by the Venue or MCRI, or available on the Venue's website.

You may be refused entry or required to leave the Venue or event for any valid reason, including:

- (a) Where you cannot produce a ticket for the event.
- (b) Where you produce a ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions.
- (c) Where you cannot produce proof of concession entitlement where a concession ticket has been purchased.
- (d) Where you produce a ticket that is identified by MCRI as having been sold by an unauthorised seller.
- (e) Where you refuse to remain in the area or seat designated on your ticket.

(f) Where you have in your possession and/or refuse to surrender to the MCRI's staff any prohibited object or article including but not limited to dangerous items, photographic or recording equipment or food or alcohol that is not permitted to be brought into or used in that Venue.

(g) Where you refuse to undergo a physical search or a search of your possessions.

(h) Where you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of other people, including as a result of intoxication.

(i) Where you behave in a manner that unreasonably interferes with other people's enjoyment of the event, including through the use of cameras, mobile phones, personal computers, paging devices or other electronic devices.

(j) Where you are unwell or intoxicated.

(k) Where MCRI considers that there may be a health and safety risk to yourself or to others in your attendance at the Venue or the event, including as a result of illness, personal hygiene, your support needs or other relevant factors. Where you have support needs to attend the Venue or the event, we encourage you to contact us in advance of the event, so we can discuss these with you.

(l) Where you otherwise breach these Terms and Conditions or fail to follow the reasonable directions of MCRI or Venue staff.

In these circumstances, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

Event Changes and Information

Particulars of an event may be changed without prior notice. Speakers, panel members, MCs, exhibitors, performers and other contributors may be added, withdrawn or substituted. Wherever possible, MCRI will advise you of event changes prior to the commencement of the event, or at the event where prior notice is not possible.

In any of the circumstances set out above, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

Exchanges and Refunds

You will be entitled to a ticketing refund as required by law (including the Australian Consumer Law).

Provided that you purchased your ticket through MCRI or from an authorised sales channel, you **will be entitled** to a refund where:

(a) The event is cancelled. (*Note that* where an event is rescheduled, reasonable endeavours will be made to ensure that you are offered seating in a similar location at the rescheduled event. If the event is not rescheduled, you will receive a full refund of the Ticket price and other Ticket charges.)

(b) The event is rescheduled and you cannot or do not wish to attend the rescheduled event.

(c) The event is significantly relocated, and the nature of the experience and/or geographic location of the event is fundamentally altered by the relocation.

(d) An event is cancelled due to unforeseen circumstances that arise during the event, leaving the event uncompleted. (*Note however* that if a substantial proportion of the event is completed then, depending on the circumstances, MCRI may determine that a refund or exchange is not warranted in which case a refund or exchange right will not apply.)

You **will not be entitled to a refund or exchange** in the following circumstances:

(a) Your ticket was free or complimentary.

- (b) You did not enjoy the event or were dissatisfied with a speaker, panel member, MC, performance, or other contributor of at the event.
- (c) You are unable to attend for reasons outside MCRI's control including but not limited to; illness; illness of any person accompanying you to the event, or other person for whom you need to care; transport failure or delay; or where you choose not to attend the event.
- (d) You arrive late to an event and are refused entry on the grounds that latecomers will not be admitted, or you are delayed admission or readmission until a suitable break in the performance.
- (e) You have been refused entry to or evicted from the event or Venue.
- (f) A speaker, panel member, MC, performance, or other contributor is cancelled or replaced, provided that you are made aware of the cancellation, replacement or change at the event.
- (g) Additional seats or additional dates are released for presentation of the event.
- (h) Tickets for a general admission event are lost or stolen.

Refunds will be paid to the original ticket purchaser. Proof of identity and and/or proof of purchase (including the original ticket) may be requested.

Refunds will be processed using the original method of payment.

Refunds may not necessarily be available at the time the refund is requested.

Refunds will be limited to the face value of the ticket plus any service charges applied to the specific ticket purchase. Refunds will not include costs imposed by external suppliers that you were not obliged to incur but chose to incur, such as registered or express post fees, courier charges or insurance. Where tickets to multiple events are purchased in a single order, MCRI will not refund the service charge.

Unless required by law, MCRI will not reimburse you for auxiliary expenses incurred in connection with your attendance or non-attendance at an event, including a cancelled, rescheduled or relocated event. Auxiliary expenses include, but are not limited to, the cost of travel, meals, car-parking, child-care and accommodation. You may wish to take out ticket and/or travel insurance for those expenses.

Merchandise and other products

Merchandise and other products (including food and beverage products) will not be refunded or exchanged except as required by law (including the Australian Consumer Law).

Promotions and Competitions

If you received your ticket or other product as a prize, gift, donation or otherwise at no cost, these Terms and Conditions and the terms and conditions of the relevant promotion or competition apply to your use of the ticket.

Privacy

You may be asked to provide personal information (including email address, postal address and other contact information) when making a purchase. Please ensure that you provide current, complete, and accurate information. If you do not provide personal information when requested, we may not be able to fulfil your order and may not be able to contact you to give you information about the event or to advise you of changes to the event including cancellation.

By making a purchase, you consent to the collection, use, disclosure and handling of your personal information as set out in MCRI's Privacy Statement which is available on our [website](#).

Use of your image

You consent to and authorise us to film, record or photograph you (**Recordings**), and to reproduce Recordings in any audio, video, or photographic display or other transmission, exhibition, publication or reproduction in any medium or context for any purpose without further authorisation by, or compensation or attribution to you. All Recordings are our sole property and you release us from liability arising on account of such usage.

Security cameras operate on the Premises and you acknowledge that you may be filmed when attending the Premises.

Voluntary Assumption of Risk

You enter the Venue at your own risk.

You understand that attendance at any event and/or the Venue may carry with it certain dangers, including the risk of injury and damage to you or your property.

By attending the event and/or the Venue, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Venue. This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, and the employees and agents of MCRI or the Venue.

Limitation of Liability

To the extent permitted by law (including the Australian Consumer Law), MCRI is not liable to you for any loss, damage, injury, delays, additional expenses or inconvenience arising as a result of your attendance or non-attendance at the Venue and/or the event.

Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of MCRI is limited to the minimum permitted by law.

Privacy Statement

We collect, use and disclose personal information in accordance with our Privacy Statement, which is available on our website.

Complaints and Feedback

Consumers are encouraged to provide feedback on the services provided by MCRI by contacting info.mvec@mcri.edu.au.

Virtual Access to recording following the event

MCRI will not be held liable, nor will a refund be optional if delegates, speakers or exhibitors are unable to access, connect or have difficulty with internet connection, sound or visuals when viewing any recording of the event. MCRI will endeavour to provide information on how to access the recording, however users acknowledge that MCRI is not responsible for their IT connection or any issues caused by settings on devices used to access the recording, and users will endeavour to solve these issues with advice from their organisations IT

support/suppliers of the devices they are using, and further acknowledge that MCRI is not required to provide IT support services in association with the event.

Disclaimer

At the time of purchase, MCRI has provided the most recent information available and the content and/or the delivery of the event can change beyond the control of MCRI. MCRI will not take any responsibility for any errors, omissions and changes to the program or content of the event.