

# Thrive Workplace Conference – Event Ticketing – Terms & Conditions

References to “Humanatix” and “Eventbrite” in these Terms and Conditions is to the third-party ticketing agency used by Workplace Balance and The Greatness Connection (“WB & TGC”, “we”, “us”, “our”) ABN 41 789 828 380. The term “you” refers to the individual or business purchasing tickets or attending Events. The term Venue refers to the Ibis Hotel Glen Waverley or function centre.

## Application of Terms

1. By purchasing a ticket through Humanatix’s website or via Eventbrite, you acknowledge and agree to comply with these Terms and Conditions.
2. Tickets are sold or issued by Humanatix and Eventbrite as the agent for WB & TGC which is managing, producing, promoting, presenting or otherwise providing the service, event or performance for which the ticket is sold or issued. The name of the event and/or the venue to which your ticket relates is usually shown on the front of the ticket but is also available from Humanatix and from Eventbrite.

All ticketing complaints and claims, and your legal rights, are as against WB & TGC, not Humanatix or Eventbrite, except where you have a legal right against Humanatix or Eventbrite under the Australian Consumer Law or another law.

3. The Venue’s terms and conditions of entry are incorporated into these Terms and Conditions and apply to your ticket. The Venue’s terms and conditions of entry are available online or you can ask WB & TGC for a copy. For events at Ibis Hotel Glen Waverley the terms and conditions of entry are available at <https://www.ibisglenwaverley.com.au/>

## Ticket Purchases

Tickets are only valid if purchased through Humanatix or via the WB & TGC website.

4. Ticket sales may be limited to a specified number of tickets. Humanatix or Eventbrite may cancel or refuse to accept orders which it believes are placed in excess of any such limits.
5. Ticket proceeds are held by Humanatix or Eventbrite and will be refunded if the event does not proceed due to the organiser (WB & TGC) cancelling the event, as required by the Australian Consumer Law.
6. Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as provided for in these Terms and Conditions, or as required by law (including the Australian Consumer Law).
7. Bookings are subject to availability.

## Pricing and Payment

8. Prices are subject to change without notice.
9. A transaction/booking fee and/or merchant credit card charge may apply to your ticket purchase and you will be notified of the applicable fee prior to purchase. If we agree to exchange your ticket, an exchange fee may apply.
10. You warrant that you have the authority to make payment for your ticket and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the ticket.

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11. If the amount you pay for your ticket is incorrect (regardless of whether the error arose due to an advertising error online or otherwise communicated to you, human error, or a technical malfunction), WB & TGC may cancel the ticket and refund to you the amount that you paid and may offer a replacement ticket to you at the correct price.

### **Delivery, Collection and Printing of Tickets**

12. As tickets are self-printed e-tickets, then in the event that a duplicate copy of this ticket appears, WB & TGC and the Venue reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the Venue.

### **User Account**

13. Prior to purchasing a ticket through the Humanatix or WB & TGC website, 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 not provide it to any other person.

14. You are responsible for your use of the Humanatix or WB & TGC website and all transactions conducted using your account. If you become aware of any unauthorised use of your account, please notify Humanatix or WB & TGC immediately and reset your password.

### **Lost or Stolen Tickets**

15. Where tickets are lost, stolen, misplaced or destroyed, WB & TGC and Humanatix may charge an administration fee to issue replacement tickets and may require proof of identity and purchase, prior to issuing a replacement ticket.

### **Terms and Conditions of Entry**

16. Attendance at the event and the right of admission is reserved by the Venue and WB & TGC.

17. By attending an event, you agree to the Venue's terms and conditions of entry. The terms and conditions of entry are available at <https://www.ibisglenwaverley.com.au/>.

18. The use of photographic or recording devices of any kind is not permitted, unless otherwise expressly permitted by WB & TGC or the Venue. Bags and possessions may be inspected prior to admission.

19. You may be refused entry or required to leave the Venue if you do not comply with the Venue's terms and conditions of entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).

20. WB & TGC films and photographs every event. You consent to being filmed or photographed by WB & TGC (or its representatives) and to WB & TGC using your name, likeness, image and/or voice in such photographs or films for the purpose of promoting our events, services and products. No remuneration is payable for such use.

### **Refunds, Exchanges, Cancellations and Changes**

21. WB & TGC may add, withdraw or substitute presenters or vary advertised schedules or programs, presenter times, Venue, seating arrangements or audience capacity. Tickets will not be exchanged or refunded as a result of these changes, except as provided for in these Terms and Conditions, or as required by law (including the Australian Consumer Law).

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22. If an event is cancelled, rescheduled or significantly relocated and provided Humanatix and Eventbrite receives authorisation from WB & TGC, Humanatix, Eventbrite and WB & TGC will attempt to notify ticket holders of the cancellation, rescheduling or relocation. However, WB & TGC, Humanatix & Eventbrite does not guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event.

23. You may be entitled at law to a refund or exchange where an event is cancelled, rescheduled or significantly relocated. To the extent permitted by law (including the Australian Consumer Law), neither Humanatix, Eventbrite nor WB & TGC will reimburse you for auxiliary expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by you in connection with your attendance or non-attendance at an event. Humanatix, Eventbrite and WB & TGC recommend that you obtain ticket and/or travel insurance for those expenses.

24. Subject to clause 30, Humanatix and Eventbrite in conjunction with WB & TGC will provide a refund or exchange where you advise WB & TGC, within a reasonable period of time before the event, that you or any other members of your booking party are required to isolate or quarantine under laws aimed at reducing the spread of COVID-19 (and the event falls within the isolation/quarantine period).

25. The refund or exchange provided under Clause 29:

- a) will only apply in respect of the tickets for you and/or the booking party members who are affected by one or more of the circumstances set out in Clause 29;
- b) will not apply in the case that the relevant circumstances were known to you and/or the relevant booking party members prior to the ticket purchase; and
- c) will not apply in the case that you and/or any of the booking party members attend the Venue for the event and are refused entry, or asked to leave, on the basis that WB & TGC and/or the Venue reasonably forms the view that:
  - i. any of the circumstances set out in Clause 29 apply; or
  - ii. you or any of the other booking party members have failed to comply with any COVID-19 safety requirements or directions.

26. In the event you are unable to attend the event after purchasing a ticket and wish to cancel your booking, you must notify of us of your intent to do so in writing as soon as possible.

- Cancellation requests received and processed more than 60 days prior to the event are eligible for a full refund, less any applicable merchant fees, credit card fees, booking or ticketing fees.
- Cancellation requests received and processed between 60 – 31 days prior to the event will incur a cancellation fee of 30% of the ticket price. Merchant transaction fees, credit card fees, and booking/ticketing fees are non-refundable.
- No cancellations or refunds are available within 30 days prior to the event. However, you may transfer your ticket to another person as long as you notify WB & TGC of this change at least 48 hours prior to the event start date.

To the extent permitted by law (including the Australian Consumer Law), neither Humanatix, Eventbrite nor WB & TGC are liable to exchange or refund to you any amount beyond the face value of the ticket plus any transaction fee. As mentioned previously, transaction fees, booking fees and

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merchant fees incurred by Humanatix, Eventbrite or our payment providers (such as STRIPE) are non-refundable.

27. If Humanatix or Eventbrite reasonably forms the view that a ticket has been:

- a) purchased with a stolen credit card;
- b) sold in violation of Clause 34 (No Scalping or Other Unauthorised Sales); or
- c) has been otherwise purchased or acquired fraudulently, Humanatix or Eventbrite in conjunction with WB & TGC may cancel the ticket.

28. Where Humanatix or Eventbrite reasonably forms the view that the ticket was purchased with a stolen credit card, Humanatix or Eventbrite will take reasonable steps to refund the ticket price to that credit card unless it is unable to do so (for example, where the credit card has been cancelled).

### **No Scalping or Other Unauthorised Sales**

29. Tickets must not be resold or offered for resale at a premium or packaged, resold or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without Humanatix or Eventbrite prior written consent. If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.

### **Privacy**

30. By purchasing a ticket, you consent to the collection, use, disclosure and handling of your personal information as detailed in:

- a) (For WB & TGC events) WB & TGC's privacy policy available at: <https://workplacebalance.org/>
- b) (For any other events) Humanatix's privacy policy available at <https://help.humanitix.com/en/articles/8905589-privacy-and-data-security>; and

This may include the disclosure of your personal information to WB & TGC and/or the Venue and/or Humanatix or Eventbrite.

### **Voluntary Assumption of Risk**

31. You enter the Venue at your own risk.

32. 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.

33. 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, guests, and the employees and agents of Humanatix, Eventbrite, the Venue and WB & TGC.

### **Limitation of Liability**

34. To the extent permitted by law (including the Australian Consumer Law), WB & TGC, Humanatix & Eventbrite are 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

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

### **General**

35. These Terms and Conditions may be varied at any time. Any variations become effective on the day immediately after their publication on the Humanatix or WB & TGC website and apply to any purchases made after that date.

36. If any part of these Terms and Conditions is held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.

37. These Terms and Conditions are governed by the laws of Victoria, Australia.