



## Forbes Australia Growth Forum

### 1. Terms and Conditions

(a) You are entering into a transaction (the **Transaction**) with Success Publishing Pty Ltd (hereinafter referred to as '*Forbes Australia*') to purchase a package known as the 'Forbes Australia Growth Forum Package' (the **Package**), entitling you to the benefits set out in section 3 below.<sup>1</sup>

(b) By proceeding with the Transaction and making a payment, you confirm that you:

(i) have read, understood, and agree to these terms and conditions.

(ii) agree to the privacy policy of Forbes Australia – <https://forbes.com.au/privacy-policy>

(iii) agree to the conditions of entry set by the venue at which the Forbes Australia Growth Forum will take place, being InterContinental Sydney, Double Bay.

(iv) acknowledge and understand it is incumbent upon you to provide Forbes Australia with full and accurate details of each attendee as required under section 4, failing which you may not receive the benefits to which you may otherwise be entitled.

(v) agree that whilst the advertised line up & agenda is correct at release, it is subject to change without notice and that you will have no claim against Forbes Australia either for refund of the price of the Package or for any other claim whatsoever.

### 2. Payment

(a) You agree:

(i) to pay Forbes Australia in full, when placing an order to purchase a Package.

(ii) until payment has been completed in full, you will not be entitled (nor able) to receive any of the entitlements comprising the Package.

(b) All pricing is in Australian Dollars and inclusive of GST

### 3. Package Entitlements

(a) You will receive the following entitlements (**Entitlements**):

- (i) A single-entry ticket to the Forbes Australia Growth Forum scheduled to take place at InterContinental Sydney, Double Bay on 31st July & 1<sup>st</sup> August 2023.
- (ii) A Forbes Australia Growth Forum workbook
- (iii) Networking Session at the end of day 1 (31<sup>st</sup> Jul;y)
- (iv) Lunch & refreshments provided on both days

#### **4. Requirements of Purchase**

- (a) A name, contact number & email address will be required for the purchaser of each Package purchased.
- (b) When entering the InterContinental Sydney, Double Bay photo identification may be requested & must match the name on the ticket to guarantee entry.

#### **5. Cancellation Rights**

- (a) Note that there is no cooling-off period and unless the Forbes Australia Growth Forum event is cancelled by Forbes Australia, payment for a Transaction is not refundable.
- (b) If the Forbes Australia Growth Forum event is postponed for any reason, your entitlements will apply to the rescheduled event. A rescheduled event will be provided to you before August 1<sup>st</sup>, 2024.
- (c) If the Forbes Australia Growth Forum event is cancelled for any reason, you will be entitled to a refund of the price of the package but will have no other claim of any nature arising out of such cancellation.
- (d) Entitlements not used are not able to be swapped or exchanged for credit.
- (e) If you purchase your Package via the telephone, you will have 10 business days from the date of purchase to cancel your purchase & obtain a full refund.
- (f) Should you qualify for a refund, the amount will be refunded within 21 business days from cancellation.
- (g) If you have used or accessed any of the entitlements comprising the Package, Forbes Australia reserves the right to deny you a refund in respect of the utilised portion or deduct reasonable costs for the amount returned to you.

#### **6. Package Resale**

- (a) The re-sale (or offer for resale) of Entitlements is strictly forbidden.
- (b) If any Entitlements are found to be re-sale, Forbes Australia reserves the right to cancel all Entitlements without refund and the bearer of the Package will not be provided with Entitlements.
- (c) Only Forbes Australia Growth Forum package purchases made directly through Forbes Australia will be guaranteed access to the Entitlements listed in section 3.

Scalping warning: The resale of entitlements in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

## **7. Force Majeure**

(a) If the Forbes Australia Growth Forum event has to be re-scheduled, postponed or cancelled as a result of an act of God, Government legislation, public health orders, an inevitable accident, power cut, fire, blackout, flood, COVID-19, pandemic, injury, death or any other calamity, or if by reason of strikes, or lockouts, or any other events beyond the direct control of either party, Forbes Australia reserves the right to postpone and reschedule the event and the provisions of section 7(b) or 7(c), as the case may be, will apply.

(b) Forbes Australia reserves the right to alter the venue, speakers and amend the agenda due to circumstances outside of its control.

(c) Forbes Australia will not be liable in any manner whatsoever for any cancellation or postponement of the Forbes Australia Growth Forum event as a result of Force Majeure or a change of venue or amendment to the agenda arising out of this clause 7.

## **8. Privacy and your security:**

(a) Forbes Australia will collect personal information including but not limited to name, contact details, email address and postal address. This information will only be shared with approved partners to provide access to Forbes Australia Growth Forum and enhance your Forbes Australia Growth Forum experience.

(b) You acknowledge and agree that Forbes Australia may disclose and use your personal information in accordance with the Forbes Australia privacy policy available at Forbes Australia – <https://forbes.com.au/privacy-policy>

(c) By attending the Forbes Australia Growth Forum, you consent to:

(i) your name, organisation and job title being published in delegate lists and shared with commercial partners in advance of, during and/or after the Forbes Australia Growth Forum event for the purpose of networking and marketing; and

(ii) the publication and/or use of your name, organisation, job title, image, voice, statement or otherwise, in the Forbes Australia Magazine or any other media (digital or print) for the purpose or reporting on or publicizing the Forbes Australia Growth Forum without any payment or compensation.

*(iii) Should you not wish to appear in any promotional or marketing materials you must notify us via the [events@forbes.com.au](mailto:events@forbes.com.au) before the date of the Forbes Australia Growth Forum event.*

## **9. Filming:**

(a) You acknowledge and agree that portions of the Forbes Australia Growth Forum event may be recorded, and that Forbes Australia shall own any recordings that can be used at their discretion for promotional or marketing purposes.

(b) You agree not to record any part of Forbes Australia Growth Forum event. Failure to comply with this directive could lead to your participation in Forbes Australia Growth Forum event being revoked with no refund or credit being provided.

(c) You may not use recordings from Forbes Australia Growth Forum event for commercial purposes without the prior written consent of Forbes Australia which may be withheld in our absolute discretion.

(d) Without derogating from the above, materials distributed by Forbes Australia as part of Forbes Australia Growth Forum event may not be distributed or re-produced.

#### **10. Growth Forum Information**

(a) All notices or other communications must be made to [events@forbes.com.au](mailto:events@forbes.com.au)

(b) To prevent exposure to possible adult themes and/or use of adult language (including obscenities) we recommend that persons under age 16 do not attend the Forbes Australia Growth Forum event.

(c) Persons under the age of 18 will not be admitted to any area within the Venue at which alcohol will be served or otherwise made available.

(d) All event content is in English, and no translation is provided.

(e) Speakers will appear at different times and not the full duration of the Forbes Australia Growth Forum event.

(f) One invoice is generated per order and communication is solely with the buyer of the Package until guest details (with an instruction to communicate with any guest) are provided.

(g) If you have any special access requirements, please email [events@forbes.com.au](mailto:events@forbes.com.au) with your requirements.

(h) The Package may not be transferred to, or utilised on, an alternative date or event.

(i) Complimentary Packages are valid only for the 31st July & 1<sup>st</sup> August 2023 event and are non-refundable and non-transferrable under any circumstances.

(j) All attendees must act and behave in a respectful way to fellow attendees, staff, and speakers. Failure to do so may result in removal from the Forbes Australia Growth Forum event.

#### **12. Disclosure:**

(a) Any views expressed by or implied from the content of any presentation of any speaker or panelist at, or in connection with, the Forbes Australia Growth Forum event does not represent (and must not be construed as) the views of Forbes Australia and we will not be liable for any loss, damage or emotional suffering caused by any such views or content.

(b), you acknowledge that any financial views expressed are the views of the presenter and should not be acted upon unless and until you have received professional advice in relation thereto. Any decision made by you as a result of anything heard, read or otherwise learnt by you at the Forbes Australia Growth Forum event, is an exercise of your own judgment and not attributable to Forbes Australia in any manner whatsoever.

(c) Dress code is smart casual. Any inappropriately dressed attendee may be refused access to the Forbes Australia Growth Forum event.

**13. General**

(a) These Terms shall in respects be governed by the laws of New South Wales. You submit to the exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises under these Terms.

(b) This agreement constitutes the entire agreement between a purchaser of the Forbes Australia Growth Forum and Forbes Australia Any prior arrangements, agreement, representations, or undertakings are superseded.