

Australian Auto Aftermarket and Collision Repair Expo 2024 Ticket Sales and Event Attendance

Attendees are required to have a valid ticket for entry to the Event and proof of apprenticeship status is required for holders of the lower priced apprentice ticket. Tickets will not be refunded after 5 April 2024, however, they may be transferred into another name. The Organiser has limited its liability to the extent permitted by law, including where a ticket cannot be cancelled, a valid ticket or proof of apprenticeship cannot be provided, the Event is rescheduled or relocated or the Attendee does not attend the Event for any reason, this may limit your ability to make a claim for loss, but only to the extent permitted by law.

Importantly, the above brief summary of some features of the terms and conditions does not form part of or replace the terms and conditions below under the heading "Terms and Conditions" and the Organiser recommends that Attendees read the below terms and conditions in full.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these terms and condition the following words have the following meaning:
- (a) **Attendee** means the person purchasing the Ticket for the Event and any person subsequently attending the Event with the Ticket.
 - (b) **Australian Consumer Law** means the Australian Consumer Law provided in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
 - (c) **Australian Auto Aftermarket and Collision Repair Expo 2024 Websites** means the Event websites located at <https://autoaftermarketexpo.com.au/> and <https://www.collisionrepair.com.au/>
 - (d) **Consequential Loss** includes (i) any loss of income, revenue, profit or business; (ii) any loss of good will or reputation; (iii) any loss of value of intellectual property; (iv) lost opportunity costs; (v) special or indirect loss or damage; (vi) legal costs and expenses.
 - (e) **Event** means Australian Auto Aftermarket and Collision Repair Expo 2024 held on 11 – 13 April 2024 at the Venue or as otherwise notified by the Organiser.
 - (f) **Organiser** means Australian Automotive Aftermarket Association Ltd (ACN 002 271 454).
 - (g) **Terms** means these terms and conditions.
 - (h) **Ticket** means any ticket type purchased by an Attendee for the Event on the Australian Auto Aftermarket and Collision Repair Expo Websites.
 - (i) **Venue** means the Melbourne Convention & Exhibition Centre or such other Venue as notified by the Organiser.
- 1.2. In these Terms, unless the context otherwise requires:
- (a) a reference to writing includes post and email, including email and other communication established through the Organiser's website (if any);
 - (b) the singular includes the plural and vice versa;
 - (c) the meaning of general words is not limited by specific examples introduced by "includes", "including", "for example", "such as" or similar expressions;
 - (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
 - (e) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms.

2. AGREEMENT

- 2.1. By purchasing a Ticket, being a subsequent Ticket holder or by attending the Event, the Attendee agrees to these Terms.

- 2.2. Attendance at the Event is subject to the Venue's terms and conditions relating to entry to, and attendance at, the Venue and the Attendee agrees to comply such terms and conditions.

3. TICKET TYPES

- 3.1. The following Tickets are subject to the following conditions:
- (a) **Free Expo Ticket:** a three-day pass allowing you into the free trade show, Educational Seminars and free networking event only.
 - (b) **Technical Training Program Ticket:** is a pass that allows access to the paid Training Program for the day(s) specified on the purchased ticket, all Educational Seminars, the trade show, and the networking event.
 - (c) **Apprentice Ticket:** is only available to apprentices who can provide proof of apprenticeship status at the venue entrance and is a pass that allows access to the paid Training Program for the day(s) specified on the purchased ticket, all seminars, the trade show and the happy hour networking event (subject to responsible service of alcohol rules).
 - (d) **AAAA Member Ticket:** AAAA Members receive discounted pricing for the Technical Training Program Tickets. To be eligible for the discounted pricing, you must be an active AAAA member, and you are required use the AAAA member discount code when purchasing your ticket.
- 3.2. The Attendee agrees to comply with the conditions of the relevant Ticket type.

4. SALE AND PAYMENT

- 4.1. Tickets may only be purchased online through the Australian Auto Aftermarket and Collision Repair Expo Websites.
- 4.2. The prices for Tickets are set out on the Australian Auto Aftermarket and Collision Repair Expo Websites. All prices quoted are in Australian Dollars and include goods and services tax where applicable.
- 4.3. The Organiser uses the third party Stripe payment gateway (ABN 66 160 180 343) for its secure online payment transactions. Payments made through Stripe are subject to Stripe's own terms and conditions and privacy policy. For more information about Stripe, see the Stripe website
- 4.4. Unless an Attendee expressly consents otherwise, the Organiser does not see or have access to any personal information that is provided to Stripe, other than information that is required in order to process the Ticket order and deliver the Ticket (eg, name, email address and billing/postal address).
- 4.5. While Stripe and the Organiser's website hosting providers employ secure technology for transactions, the Organiser will not be responsible for any damages, including Consequential Loss, that may be suffered by an Attendee, or person, whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than the Organiser.

5. DELIVERY OF TICKETS

- 5.1. Tickets will be sent by email to the Attendee purchasing the Tickets and the Ticket must be presented as a printed copy, in the email in which the Ticket was delivered or on a mobile device at the Venue for entry to the Event.
- 5.2. If a Ticket is lost or stolen, the Organiser will replace the Ticket if the Attendee can verify the genuineness of the Ticket, for example, proof of purchase, and the Organiser may charge the Attendee for the Organiser's cost in arranging for the replacement of the Ticket.

6. REFUND AND RESALE

- 6.1. To the extent permitted by law, the Ticket:
- (a) may be refunded if the Event is cancelled;
 - (b) if the Event is rescheduled or relocated, then to extent permitted by law:
 - (i) the Organiser will retain payment for the Ticket and the Ticket will be valid for use at the rescheduled or relocated Event; and
 - (ii) the Organiser may refund the Ticket on written request where the Attendee is

unable to attend the Event due to circumstances beyond the Attendee's control (where supporting evidence is provided if requested by the Organiser);

- (c) if requested by the Attendee in writing before 5 April 2024, may be refunded in full less a \$30.00 cancellation fee;
- (d) may be transferred into the name of another person, who will then become an Attendee and who must agree to these Terms.

6.2. Where an Attendee arranges to transfer the Ticket into the name of another person, the Attendee must:

- (a) comply with all laws in any jurisdiction applicable to the resale of the Ticket, including ticket scalping and permitted resale prices; and
- (b) provide a copy of, or information on how to access, these Terms to the person whose name the Ticket is being transferred to.

7. CONDITIONS OF ENTRY AND ATTENDANCE

7.1. All Attendees must present a valid Ticket to enter the Event. If the Ticket presented at the Event is not valid, or the validity of the Ticket cannot be verified, entry to the Event may be refused.

7.2. An Attendee must comply with the conditions of the respective Ticket type. For example, an Attendee holding an Apprentice Ticket must present proof of apprenticeship status to enter the Event otherwise they will not be able to access the Event using the Ticket.

7.3. An Attendee may be refused entry or required to leave the Venue, and may be reported to police, if, the Attendee:

- (a) does not comply with these Terms or the Venue's terms and conditions of entry;
- (b) smokes, including use of cigarettes, cigars, vaping or using e-cigarettes (except where and permitted at the Venue (if available));
- (c) carries or uses alcohol not purchased at the Venue (if available), carries or uses illegal substances, including illicit drugs, weapons or fireworks, or carrying an animal;
- (d) uses a drone, skateboard, scooter or other similar items;
- (e) does not wear suitable attire;
- (f) is intoxicated, is behaving in an unlawful manner, or in a disorderly or aggressive manner, or is verbally harassing or physically harassing any person, including being rude, discriminatory or offensive, or using unacceptable language.

7.4. Attendees may take photographs or film for personal, non-commercial use only and only if there is no direction not to take photographs or film, and filming educational and training seminars listed in the Free Educational Seminars and Technical Training Program is not permitted.

7.5. Attendees must comply with:

- (a) all Venue and Organiser safety directions, directions in relation to COVID-19 and security directions, which may include a search of an Attendee or an Attendees possessions; and
- (b) all State and Federal Government laws relevant to or in connection with attending the Event.

8. CHANGES TO THE EVENT

8.1. The Organiser reserves the right to, and may vary or make changes to, social events, demonstrations, presentations, training (including technical, management and other training), and presenters or speakers, including in regard to the person presenting or speaking, the subject matter of any training, demonstration or presentation, and scheduling of training, demonstrations, presentations and social events.

9. CONSENT REGARDING PERSONAL INFORMATION, PHOTOGRAPHY AND FILM

9.1. If an Attendee is purchasing Tickets or transferring a Ticket into another name (**First Attendee**) on behalf of another Attendee (**Second Attendee**), then the First Attendee warrants that they have the consent of the Second Attendee to provide the Second Attendee's personal information to the Organiser and the First Attendee warrants that the Second Attendee is aware of these Terms and the Organiser's privacy policy in respect of the Event.

- 9.2. Attendees may be filmed or photographed and such films and photographs may be used to report on the Event, to promote the Organiser, or to promote future events held by the Organiser and may be used in the publicly available Australian Automotive Aftermarket magazine in both electronic and print format and on the Organiser's websites (please refer to our Privacy Policy for website information). If an Attendee does not wish to be filmed or photographed at the Event, they must notify the Organiser and the Organiser's staff at the Event.

10. LIABILITY

- 10.1. To the extent permitted by law:
- (a) the Organiser is not liable for any loss, including, Ticket costs, unused portions of Tickets, travel or accommodation costs, incurred by an Attendee where:
 - (i) the Attendee cancels a Ticket or transfers a Ticket into another name, or is unable to cancel Ticket or transfer a Ticket into another name;
 - (ii) the Attendee is required to leave the Event in accordance with these Terms;
 - (iii) the Attendee is unable to provide a valid Ticket for entry to the Event or comply with the conditions of the Ticket (eg, proof of apprenticeship status to use an Apprentice Ticket);
 - (iv) the Event being rescheduled or relocated;
 - (v) any error made by the Attendee in purchasing the Ticket; or
 - (vi) the Attendee not attending the Event for any reason.
 - (b) the Organiser is not liable for any Consequential Loss; and
 - (c) all express and implied warranties, guarantees and conditions under statute or general law as to merchantable quality, description, quality, suitability or fitness of a good or service are expressly excluded.
- 10.2. Nothing in these Terms is intended to modify, restrict or exclude the Australian Consumer Law in a manner that is not permitted.
- 10.3. The Organiser will not be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of the Organiser (including without limitation as a result of any strike, war, cyber-attack, terrorist attack, trade dispute, fire, flood, tempest, theft, epidemic, pandemic or breakdown in machinery of any kind, disruption to electricity (or any other utility), or breakdown or disruption of any electronic communication support system). The Organiser must promptly notify the Attendee in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If the Organiser is unable to provide the Event in accordance with these Terms due to a circumstance in this clause, then the Organiser may cancel, reschedule and/or relocate the Event without the Organiser being liable to the Attendee for any loss or Consequential loss arising from such cancellation, rescheduling or relocation.

11. GENERAL

- 11.1. These Terms are governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.
- 11.2. The Attendee warrants that it has not relied on any warranty, representation or statement, whether oral or written, made by the Organiser or any of its employees or agents relating to or in connection with the subject matter of these Terms except those expressly set out in these Terms.
- 11.3. If any provision of these Terms at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.

- 11.4. The Organiser may vary these Terms at any time, in which event, these Terms on the Australian Auto Aftermarket and Collision Repair Expo Websites will apply to any future dealings as between the parties and the Attendee is deemed to have notice of any such Terms and/or variations.
- 11.5. These Terms as varied by the Organiser represent the entire agreement between the parties.
- 11.6. The Organiser has the right to assign and transfer to any person all or any of its title, interest, benefit, rights, duties and obligations arising in, under or from these Terms provided that the assignee agrees to assume any duties and obligations of the Organiser owed to the Attendee under these Terms.