

24th International Conference on Paste, Thickened and Filtered Tailings

21-23 SEPTEMBER 2021 | HYBRID EVENT | PERTH, AUSTRALIA

TERMS & CONDITIONS - ATTENDEES

November 2020

The following Terms and Conditions apply to Attendees of the 24th International Conference on Paste, Thickened and Filtered Tailings Hybrid Event, 21-23 September 2021.

1 Definitions

ACG	Australian Centre for Geomechanics
Attendee	Person who registered online, via the ACG, or through a sponsorship (excluding presenters)
Event Website	www.acgpaste.com
Hybrid Event	24th International Conference on Paste, Thickened and Filtered Tailings Hybrid Event to be held both as an Online Event and as a Physical Event for those who are able to attend according to Covid-19 restrictions
Online Event	The online component of the Hybrid Event
Personal Information	Any information that could be used to identify an individual (per the Privacy Act 1988 (Cth))
Physical Event	The in-person component of the Hybrid Event
UWA	The University of Western Australia

2 Registration

- 2.1 Registration for the Hybrid Event will be made through the Event Website or in communication with the ACG.
- 2.2 Attendee fees are as stated on the Hybrid Event website or on the registration form. The fees are in Australian dollars and are inclusive of GST, but do not include bank fees of any kind that may arise.
- 2.3 To be eligible for student fees, you must provide evidence of full-time enrolment at a tertiary institution to the ACG at the time of registration.
- 2.4 Attendees will receive confirmation of registration and Hybrid Event information from the ACG via email.

3 Format of Hybrid Event

- 3.1 Attendees will have access to the following:
 - 3.1.1 Pre-recorded and live Powerpoint presentations for each day of the programme. The presentations will be available from the day they appear in the programme.

3.1.2 A virtual exhibitor space to interact with the Hybrid Event sponsors, subject to confirmed sponsors and exhibitors.

4 Online behaviour in chat

- 4.1 Attendee participation in the online chat is not anonymous and will display the Attendee's registered name.
- 4.2 Appropriate behaviour must be observed at all times when participating in the online chat.
- 4.3 The ACG reserves the right to terminate Attendee registration to the Hybrid Event if Attendee behaviour is deemed inappropriate. Inappropriate behaviour will be determined by the ACG and includes, but is not limited to, rude language, bullying, and canvassing.

5 Recordings

- 5.1 The ACG applies restrictions on recording the Hybrid Event. All unauthorised audio recording, video recording, and photography or transmission of the Hybrid Event's course material, data, or information is expressly prohibited.

6 Photography and video

- 6.1 The ACG may take photography and/or video during the event and may use either for promotional purposes.

7 Personal Information

- 7.1 The ACG will use Attendee Personal Information in accordance with the UWA Privacy Policy (<https://www.web.uwa.edu.au/privacy>). The ACG supports the privacy principles contained in the *Privacy Act 1988* (Cth).
- 7.2 The ACG's primary use for Attendee Personal Information will be for documenting attendance at the Hybrid Event and for future marketing. Attendees will only be contacted for future marketing if they have granted the ACG with permission to do so at the time of registration.
- 7.3 For Attendees based in the European Union and the United Kingdom, the ACG will use Personal Information in accordance with the General Data Protection Regulations (GDPR).

8 Changes to Hybrid Event

- 8.1 The ACG reserves the right to make changes to the Hybrid Event. This includes but is not limited to changes to the online format, dates, timing, and content of the Hybrid Event schedule and/or presentation and presenters.

9 Cancellation

- 9.1 The Attendee may request cancellation of their registration in writing to the ACG. Alternatively, substitutions will be accepted at any time. In the event that the Attendee cancels, a refund will be issued in accordance with the following:
 - 9.1.1 Cancellation up to 8 days before event = full refund minus AUD150 administrative fee
 - 9.1.2 Cancellation 7 days or less before event = No refund
 - 9.1.3 Non-attendance = No refund
- 9.2 The ACG reserves the right to cancel the Hybrid Event at any time and for any reason and accordingly be released from their obligation to the Attendee in accordance with these Terms & Conditions. In the event that the ACG cancels the Hybrid Event, Attendees will be refunded in full.

10 Limitation of liability

- 10.1 The information contained in the presentations are for general educational and informative purposes only. Except to the extent required by law, the ACG makes no representations or warranties express or implied as to the accuracy, reliability, or completeness of the information stored therein.
- 10.2 To the extent permitted by law, the ACG will not be held liable for any loss or damage (including direct,

indirect, special, or consequential) arising out of or in connection with the Hybrid Event. This includes:

10.2.1 The Attendee's reliance on anything contained in, or omitted from, the Hybrid Event including, but not limited to, visual and audio presentations by presenters and sponsors.

10.2.2 The Attendee's inability to access the Hybrid Event and any associated services for any reason.

10.2.3 The failure of the Hybrid Event and any associated services for any reason.

10.3 The Attendee acknowledges the information provided in the Hybrid Event is to assist the Attendee with undertaking their own enquiries and analyses and the Attendee should seek independent professional advice before acting in reliance on the information contained therein. Whilst all care has been taken in presenting this information herein, no liability is accepted for errors or omissions. The views expressed are those of the individual authors and may not necessarily reflect those of the ACG.

10.4 To the extent permitted by law, the ACG will not be held liable for failure to perform under these Terms & Conditions to the extent such performance is affected by a force majeure event. A force majeure event is defined as any of the following, whether or not foreseeable or anticipated: Acts of God, terrorism, war, civil unrest, strike or labour dispute, breakdown, labour or material shortage, blockade or embargo, supplier failure, epidemic or pandemic, government restriction or recommendation, legal requirement, extreme weather, earthquake, drought, fire, flood, explosion, natural disaster, and/or any other event, cause or circumstance that is beyond the ACG's reasonable control.

11 Miscellaneous

11.1 These Terms & Conditions are governed by the laws of Western Australia, Australia. The Attendee submits to the exclusive jurisdiction of the courts in Western Australia to determine any matter or dispute which arises under these Terms & Conditions.

11.2 If any provision of these Terms is deemed invalid or unenforceable, all or part of that provision will be severed from the Terms and will not affect the enforceability of the remaining provisions of the Terms.

11.3 These Terms & Conditions constitute the entire agreement between the ACG and the Attendee.

12 Changes to Terms & Conditions

12.1 These Terms & Conditions are subject to change by the ACG at any time.

13 Contact

13.1 For further information about these Terms & Conditions, please contact the ACG at:

Email: paste-acg@uwa.edu.au

Telephone: +61 8 6488 3300