

REIQ Event Terms & Conditions

- (1) These terms and conditions (**Terms**) govern your purchase of tickets for, and attendance at the event (**Event**) hosted by The Real Estate Institute of Queensland Limited (**REIQ**).
- (2) By purchasing a ticket to the Event, you agree to be bound by these Terms. It is your responsibility to review these Terms prior to the purchase of tickets.
- (3) A reference to "REIQ," "we," "us" and "our" refer to The Real Estate Institute of Queensland Limited and its associated entities, and a reference to "you" refers to the individual or business purchasing tickets or attending the Event.
- (4) **Registration**
 - (a) To register for an Event, you must:
 - i. provide a full name, company name and address for each person you are purchasing a ticket for; and
 - ii. pay the ticket fee (**Fee**).
 - (b) You may register for a single ticket or multiple tickets as part of a group. If you are purchasing tickets for a group, you will be the responsible ticketholder.
 - (c) All ticket sales are final.
- (5) **Transfer of Tickets**
 - (a) Tickets may be transferred to another party by giving us at least 7 day's written notice of the transfer including the transferee's full name and address, to events@reiq.com.au, provided that the transferee is not already a ticketholder for the Event.
 - (b) If you transfer a ticket in exchange for payment from the transferee, you must not require the transferee to pay an amount that exceeds the Fee paid for the ticket.
 - (c) Transferees are bound by these Terms upon accepting (or paying for) the transferred ticket.
- (6) **REIQ rights**
 - (a) The REIQ reserves its right in its sole discretion to, at any time:
 - i. change the format, participants, content, location, timing or any other aspect of the Event;
 - ii. postpone the Event or any part of the Event;
 - iii. cancel the Event or any part of the Event;and will not be liable for any damages, costs, losses or expenses of any kind incurred or suffered by you as a result of, or in relation to REIQ's actions.
 - (b) The REIQ may in its sole discretion convert an Event to an electronic / online format of the Event.
 - (c) We will advise you if the Event is changed in a way contemplated in this clause 6.
- (7) **Refund**
 - (a) If the Event is cancelled or postponed by the REIQ for any reason, including circumstances as outlined in clause 6, the REIQ may at its discretion:
 - i. refund the Fee; or
 - ii. offer you a ticket to any rescheduled Event up to the value of the original ticket or, if you are unable to attend the rescheduled Event or the Event is not rescheduled, offer you a credit note valid for 12 months to attend another REIQ Event in an amount equivalent to the value of the ticket.
 - (b) A change of mind or personal circumstances does not entitle you to refund or credit note. This includes if an Event is converted by the REIQ to an electronic / online Event format.
- (8) **COVID-19 Terms**
 - (a) You acknowledge that the Event may be scheduled during a time at which one or more Government directions or regulations may be in force resulting in the REIQ being required to, or deciding to:
 - i. cancel or postpone the Event; or,
 - ii. reduce the number of persons who may attend the Event.
 - (b) You agree to comply with all Government directions, orders and regulations relevant to attending live events, which may be in place at the time of the Event.
 - (c) You are responsible for knowing the contact details of all attendees in your group. In the Event you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must:
 - i. make the contact details of your group available to the Government (if you have the consent of each group member to do so); or,
 - ii. contact each member of your group, and request that they provide their contact details to the Government directly.
 - (d) All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If either you, or any other members of your group have tested positive for COVID-19 or are subject to a self-quarantine or self-isolation period, you must not attend the Event. If the Event is not available in an electronic / online format, and:
 - i. you have notified the REIQ at least 3 days before the Event, you will receive a full refund of the Fee; or
 - ii. if you have notified the REIQ within 3 days of the Event, you will not receive a refund of the Fee.
- (9) **Refusal of Entry**
 - (a) You agree to comply with all reasonable instructions issued by the REIQ or the operator of the venue for the Event.
 - (b) The REIQ reserves the right, without any liability, to refuse admission to, or to eject you from the Event, in its absolute discretion, including (without limitation), for:
 - i. failure to comply with these Terms;
 - ii. if in the opinion of REIQ you represent a security risk, nuisance, annoyance to the running of the Event; or
 - iii. failure to comply with COVID-19 related requirements.

(10) Onsite Photography and Filming

You acknowledge that you may be filmed, sound recorded and/or photographed by the REIQ, the media or any other party at the Event and the REIQ may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever and that no remuneration is payable to you.

(11) Limitations of liability and indemnity

- (a) If any of these Terms are inconsistent with a consumer guarantee under *Competition and Consumer Act 2010* (Cth) (CCA) or other laws in force from time to time, the consumer guarantee will apply to the extent of such inconsistency.
- (b) To the extent permitted by law, the REIQ's liability and your sole remedy will be limited to the refund of the Fee paid to the REIQ. Subject to any applicable consumer guarantees, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
- (c) To the maximum extent permitted by applicable law, the REIQ, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Event Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that you or a transferee under clause 5 of these Terms may incur or suffer arising out of or in connection with the Event.
- (d) You agree to fully indemnify and hold the REIQ, its employees, agents, contractors and subcontractors (Representatives) harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the REIQ and/or its Representatives arising out of or in connection with the Event, including but not limited to:
 - i. a breach of these Terms;
 - ii. your use of the venue or attendance at the Event;
 - iii. any damage to the venue or any goods located at the venue;
 - iv. the infringement of any intellectual property or other right of any third party (including the venue) by you; or
 - v. your transfer of a ticket under clause 5 of these Terms.

(12) General

- (a) Any failure, delay or relaxation on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.
- (b) If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms.
- (c) These Terms are governed by and are to be construed in accordance with the laws in force in Queensland.

Last Updated on 4 April 2022