

TERMS & CONDITIONS

2021

PAYMENT DETAILS

Registration for attending the 2021 Blockies Awards.

Your registration will not be finalised until payment is received for your ticket/s and you have received a payment receipt. Payment details are below on this page. These prices are valid until the event.

- Once you register, you will automatically be sent an email confirming your purchase.
- Please note: There are no physical tickets issued for the event. Once you've registered and paid, your name will be on the registration desk at the event.
- You can pay via credit card through the ticketing portal.

BOOKING CONDITIONS

Thanks for your interest in attending The Blockies. By registering to attend Blockies, you are agreeing to the following conditions:

- Your Blockies ticket does not include travel, accommodation, internet access or parking.
- You will need to make your own travel arrangements.
- If you cannot attend this event, tickets are transferrable.
- Tickets are 100% refundable (less booking fee) up to 14 days prior to the event.
- In the event of postponement, tickets will carry over to the revised date.
- Blockies will endeavour to honour special meal requests where possible for no additional fee. If the venue advises special requests will attract an extra charge however, delegates will be expected to cover the cost of the special meal should they wish to proceed with it. This would be at the same cost that Blockies is charged.
- We reserve the right to use the company logo of the person registered to attend Blockies. If you wish for the logo to not be used, please email members@blockchainaustralia.org
- We reserve the right to cancel the event in which case you will receive a full refund of your ticket price.

- We reserve the right to postpone the event, in which case your ticket will be carried over to the following event.
- You may be photographed or filmed at Blockies and you agree to allow these images to be used unless you expressly opt out in writing.
- You are not allowed to record content at Blockies for any purpose, including later broadcast, without express written consent of Blockies Management.
- Blockies reserve the right to refuse registration or entry to the event for any reason. If this occurs, a full refund will be offered.

1. YOUR RIGHTS AND RESPONSIBILITIES

1.1 - You must:

- c) Follow relevant laws, meet OH&S and venue guidelines, and avoid damaging person or property
- d) Not do anything that may interfere with the smooth running of the conference or exhibition.

2. EVENT DETAILS

2.1 - We may change the Event including but not limited to:

- a) Changing the date
- b) Changing its duration
- c) Moving the venue to another place in the same/or a different city
- d) Extending the venue in a separate area from the main venue

2.2 - We can ask you to:

- - Obey the relevant rules
- - Prevent any damage

2.3 - We may assign any of our rights under this Contract.

3. RISK AND INSURANCE COVER

3.1 - You agree that the awards ceremony site can be hazardous. You will take due care to prevent injury and property damage. We are not responsible for any damage caused by your acts or omissions. You must use our incident report form to tell us in writing about any site incident and give us supporting evidence. After an incident, you must not remove anything from the site without our prior approval

4. WARRANTIES AND LIABILITIES

4.1 - As allowed by law, or except where this Contract states, we:

- a) Do not make any representations or warranties about you
- b) Are not liable for any person's injury or death, property damage, economic loss, or any indirect, special or consequential damages to do with the awards ceremony.
- c) Exclude all conditions and warranties implied by custom, general law or statute
- d) Limit our liability under any implied condition or warranty, at our option, to re-supply an affected service or pay for it to be re-supplied.

4.2 - You indemnify us from and against any claims, damages, losses and costs we may incur because of:

- a) Any breach of the Contract that you make
- b) Any of your displays or product demonstrations
- c) Any of your acts or omissions to do with the awards ceremony, including any negligence and wrongdoings.

4.3 - Except where the law otherwise requires, in a claim for damages by one party against another, including a third-party claim, the recoverable damages claim must reflect just and equitable responsibility for the damage.

4.4 - You agree not to sell or intend to sell goods at the awards ceremony that misrepresent or infringe intellectual property rights. You indemnify us from and against any and all claims, damages, losses and costs we may incur if you breach this agreement.

5. GENERAL ISSUES

5.1 - All Contract references to time mean as soon as possible, unless we state otherwise.

5.2 - Force Majeure

- We are not liable for any expenditure, liability or loss, including consequential loss, nor will we be in default for any delay, failure or interruption because of:
 - Acts of God, civil or military authority, public enemy, terrorism, epidemics, war, accidents, fires, explosions, earthquakes, floods, the elements strikes, labour disputes, shortages, failure of electrical power, internet coverage, lifts, transportation, air conditioning the availability of appropriate premises insufficient exhibitor numbers visitor non-attendance. Any prevailing commercial circumstances or causes beyond our control.

5.3 - After this Contract ends, clauses 3 to 7 and this clause 10 remain valid for:

- Your rights and responsibilities
- Price and payment
- Our remedies
- Risk and insurance cover
- Warranties and liabilities.

5.4 – Any part of this Contract that is not legal or enforceable may be removed, but all other Terms and Conditions will stay in force.

5.5 – Victorian laws and the jurisdiction of Victorian courts govern this Contract.

5.6 – You agree to give us your consent under privacy laws to use your personal information for internal purposes, including accounts processing, exhibitor analyses, Event invitations and to give to our Event contractors. Please write to us if you do not wish us to use your personal information in this way.

6. TERMS AND CONDITIONS OF SPONSORSHIP AGREEMENT

6.1 – The Sponsor has agreed to Sponsor the 'BLOCKIES'. Blockchain Australia has agreed to provide the Sponsor with the benefits set out in the sponsorship pack.

7. SPONSORSHIP FEE

7.1 – The Sponsor will pay Blockchain Australia the Sponsorship Fee. The Sponsor must pay 50% of the Sponsorship Fee within 7 days of the date of the invoice and the balance within 30 days from the date of the invoice issued by Blockchain Australia.

8. SPONSORSHIP BENEFITS AND OBLIGATIONS

8.1 – In consideration of the payment of the Sponsorship Fee by the Sponsor, Blockchain Australia grants the Sponsor the non-exclusive sponsorship rights contained within the Sponsorship package.

8.2 – The Sponsor will act at all times in a manner which is consistent with the good name, goodwill and reputation of Blockchain Australia.

8.3 – The Sponsor must keep confidential and not use for any other purpose other than the performance of this agreement and must not disclose any information provided by Blockchain Australia to the Sponsor which is identified as, by its nature, is or would be reasonably considered as confidential.

8.4 – Nothing in this agreement creates any relationship of employment, agency or partnership. This agreement contains the entire agreement and may only be varied in writing.

9. USE OF LOGO AND INTELLECTUAL PROPERTY RIGHTS

9.1 – The Sponsor will provide Blockchain Australia with a copy of its logo or trademark in the form of a PNG required by Blockchain Australia for the purposes of this Agreement. Blockchain Australia will only use any logo or trademark provided by the Sponsor for the purposes of this Agreement.

9.2 – The Sponsor warrants that it has full power and authority to provide its logo or trademark as provided to Blockchain Australia under this Agreement.

9.3 – The Sponsor agrees to indemnify and keep indemnified Blockchain Australia against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses or costs arising out of or in respect of the proper use by Blockchain Australia of the Sponsor's logo or trademark under this Agreement, including but not limited to any claims in respect of any infringement of any third party intellectual property rights.

9.4 – Nothing in this Agreement constitutes a grant or creates to or in favour of a party any goodwill or proprietary right in or relation to the other party or any of the other party's intellectual property, including but not limited to the other party's logo or trademarks.

9.5 – Each party agrees not to take any action which may damage the validity or value of the other party's name, corporate logo or other identifying mark in connection with performance of this agreement.

10. FORCE MAJEURE

10.1 – Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a party, such party shall not be responsible to the other party for failure or delay in performance of its obligations under this Agreement.

10.2 – Each party shall promptly notify the other party of such force majeure conditions. If a force majeure event or condition prevents an engagement from occurring on the scheduled date and/or at the scheduled venue for the engagement

11. POSTPONEMENT OR CHANGE OF DELIVERY FORMAT

11.1 – Blockchain Australia reserves the right to postpone and/or move the event to an online event at its discretion in which case Blockchain Australia will provide reasonable notice to the Sponsor of any change in date or format.

11.2 – Postponements and / or changes to the delivery of the event will not result in any right to a refund of sponsorship payments.

12. TERMINATION AND CANCELLATION

12.1 - Blockchain Australia may terminate this Agreement immediately on written notice to the Sponsor, if the Sponsor fails to pay the Sponsorship Fee to Blockchain Australia in accordance with the payment provisions of this Agreement;

12.2 - Either party may terminate this Agreement if:

- **(a) the other party commits a breach of any provision of this Agreement and such breach is not rectified within 7 days after receipt of written notice from the first party requiring the breach to be remedied;**
- **(b) one party commits any act or behaves in any manner, which in the reasonable opinion of the other party, brings the first party into disrepute; or**

12.3 - The Sponsor will not be entitled to any refund of the Sponsorship Fee if the Sponsor terminates this Agreement other than in accordance with clause 10.2.