

## **AIMCO AWARDS EVENT TERMS AND CONDITIONS 2023**

These terms (**Terms**) govern your purchase of tickets for, and attendance at the AiMCO Awards Ceremony (**Event**). By purchasing a ticket to the Event, you agree to be bound by these Terms.

In these Terms, "AiMCO", "we", "us" and "our" means Audited Media Association of Australia Limited trading as Australian Influencer Marketing Council (ABN 37 163 161 402), and "you" means the individual or business purchasing tickets or attending the Event.

- 1. In addition to the full ticket or table price, you must pay the GST tax.
- 2. Your tickets for the Event are confirmed when you receive an email notification with a tax invoice and e-ticket from us. We will maintain a list of valid ticket holders for the Event and, subject to the remainder of these Terms, you may gain entry to the Event by presenting your identification or your e-ticket.
- **3.** You must be 18 years or older in order to attend the Event.
- **4.** Included in the ticket price are the following:
  - a. Entry to the 2023 awards ceremony hosted by AiMCO and a seat at a table or groups as purchased. (Each table seats 10. Singular tickets and partial table bookings will be joined with other attendees to complete a table)
  - b. Alcoholic & non-alcoholic drinks for the evening; and
  - c. Seated three course meal
- **5.** Any dietary requirements must be made at the time of booking tickets to the Event.
- **6.** To the maximum extent permitted by law, all ticket sales and table bookings are final. No refund will be given except in the case of cancellation of the Event by AiMCO, or where otherwise required by law.
- 7. Purchasers of tickets must provide the names, business names and email addresses of the individuals who will attend the Event.
- **8.** Tickets or table booking are not refundable but are transferrable to another person/s on the following conditions:
  - a. a request is submitted in writing to info@aimco.org.au containing the replacement guest name, business name and email address; and
  - b. the request is submitted at least 72 hours prior to the Event start time.

## 9. COVID 19:

Due to the COVID-19 pandemic, AiMCO reserves the right to:

- a. change the Event date, time or location within Sydney, New South Wales, by providing you with reasonable notice of the change; or
- b. cancel the in-person Event by providing you with notice of the cancellation; and/or
- c. establish entry testing protocols to ensure the safety of attendees.
- 10. If the Event is cancelled, AiMCO will refund the ticket fee paid by you specifically for your tickets (minus any bank fees or charges) within 21 days of the date of cancellation via the same method used to purchase the tickets. Following a cancellation of the Event, AiMCO will not compensate you for any other costs or expenses incurred by you in connection with the Event, and you release AiMCO from any such claim.



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- 11. If AiMCO cancels the in-person Event, AiMCO may proceed with a virtual event for the awards and may provide you with an opportunity to purchase tickets to view the virtual event online.
- 12. In conducting the Event, AiMCO will comply with all Government directions, mandates and / or restrictions relating to the COVID-19 pandemic (Restrictions) in place on the date of the Event, including but not limited to, in relation to vaccinations, QR check-ins and masks. Your entry to the Event is subject to your compliance with the Restrictions. Restrictions are subject to change without notice and ticket holders should familiarise themselves with any applicable Restrictions prior to purchasing tickets and again prior to the Event.
- 13. To protect all Event attendees, you are not permitted to attend the Event if you are testing positive to COVID-19 on the date of the Event, are awaiting the results of a COVID-19 test or are displaying any COVID-19 symptoms
- 14. All Event attendees are required to behave in a socially responsible and acceptable manner. AiMCO reserves the right to refuse entry or require you to leave the Event premises if your behaviour at the Event is deemed dangerous or unacceptable, you are in breach of these Terms or if you are intoxicated. No refund of the ticket price will be provided in these circumstances.
- 15. AiMCO, the Event sponsors and other event attendees may film and photograph the Event. By purchasing a ticket to the Event, or by attending the Event, you consent to being filmed or photographed by AiMCO (or its representatives), Event sponsors and other attendees, and to AiMCO and its Event sponsors using your name, likeness, image and/or voice in such photographs or films for the purpose of promoting AiMCO, other AiMCO events or Event sponsor services. No remuneration is payable to you for such use.
- 16. To the maximum extent permitted by law, AiMCO excludes all conditions and warranties relating to your purchase of tickets for, and attendance at the Event. Where our liability cannot be excluded, our liability for breach is limited to the value of the ticket purchased by you.
- 17. You agree to indemnify AiMCO and all Event sponsors from any loss, cost, claim, liability, or expense that AiMCO or any Event sponsor suffers or incurs as a result of, or arising out of, your breach of these Terms.
- **18.** You agree that if you purchase a table or multiple tickets for the Event, you are responsible for ensuring your guests have been provided with a copy of these Terms and comply with these Terms.
- 19. AiMCO will be excused from performance under these Terms and in relation to the Event to the extent such performance is affected by acts of God, terrorism, war, civil unrest, strike or labour dispute, labour or material shortage, 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 our reasonable control.
- **20.** These Terms will be governed by the laws of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises under these Terms.
- 21. 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.



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- 22. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Terms shall not constitute a waiver of such right.
- 23. Any notice AiMCO may provide to you under these Terms, may be provided by AiMCO sending an email to the email address provided by you at the time of purchasing your tickets.
- **24.** These Terms constitute the entire agreement between AiMCO and you in relation to the Event.