



## National Association of Women in Construction Event Terms and Conditions

### Preamble

These terms and conditions (**Terms**) apply to the purchase of tickets to, and attendance at, Events available for sale (or in some cases, available at no charge) on National Association of Women in Construction ABN 66 070 113 192 (**NAWIC, we, us, our**) online shop which can be found at <https://www.nawic.com.au/> (**Online Shop**).

The Online Shop is part of the NAWIC website (**Website**) and there are additional terms and conditions that apply to the general use of the Website, which can be accessed at [Website T&C's](#) (or any replacement web page from time to time) (**Website Terms of Use**). These Terms should be read in conjunction with the Website Terms of Use.

These Terms apply to you regardless of whether you are the original purchaser, or subsequent bearer, of a ticket to an Event. By clicking 'I accept', 'I agree' or other similar wording, or otherwise by attending an Event, you:

- (a) agree to be bound by these Terms; and
- (b) warrant and represent to us that you are legally entitled to do so and are at least 18 years old.

If you do not agree to these Terms, are not legally entitled to do so or are not at least 18 years old, then you must not use the Online Shop or attend an Event.

If you purchase a ticket for or on behalf of, or subsequently transfer a ticket to, another person you must inform that person of, and ensure that they accept, these Terms.

We may amend these Terms from time to time, without providing notice to you, by posting an updated version of these Terms on the Website. You should regularly check these Terms for any amendments. If these Terms are amended, you must follow the updated Terms. If you do not agree to be bound by the updated Terms, you must immediately stop using the Online Shop and must not attend any Events.

### **YOU SHOULD BE AWARE OF SEVERAL KEY TERMS**

In this summary, we outline some of the key terms that apply to you. This summary is designed to assist you by disclosing certain key terms that affect you. However, it is not a substitute for reading and understanding these Terms, and it is not intended to substitute, expand or amend these Terms. Please contact us if you have any questions.

#### Limitations of our liability

Our liability to you and certain third parties is limited under these Terms (to the extent permitted by law including the Australian Consumer Law). These limitations and exclusions of liability generally apply where Loss or liability is caused by:

- your use of the Online Shop;
- NAWIC rejecting an Order;
- the purchase of tickets through non-official means;
- any discontinuance, suspension, cancellation, rescheduling or relocation of an Event;
- your attendance or non-attendance at an Event;
- you providing us with an incorrect email address;
- you not being admitted to, or evicted from, an Event, including because of your failure to comply with any public health order or other COVID-19-related requirements;
- circumstances outside NAWIC's reasonable control;
- any delay in processing a refund due to you; or
- your act, omission or breach of these Terms.

### Your liability

You agree that tickets must not, without our prior consent, be purchased with the intention of reselling or offering for resale for a profit and that, notwithstanding anything else in these Terms, the resale of tickets in certain circumstances is subject to ticket sales legislation and may attract penalties (including criminal penalties).

### Personal information

We may disclose your personal information to enable us to provide the services to you and operate NAWIC.

We may also photograph and/or record any NAWIC Event, for example for promotional material. You consent to us making, using and/or retaining an image and/or recording which may identify you at a NAWIC Event, and to us editing, reproducing and communicating these images or recordings to the public on any media. You can withdraw your consent at any time by notifying NAWIC, by email at [admin@nawic.com.au](mailto:admin@nawic.com.au), of your withdrawal of consent.

### Definitions

In these Terms, unless the context otherwise requires:

- (a) **Australian Consumer Law** has the meaning given in the *Competition and Consumer Act 2010* (Cth), as amended, replaced or superseded from time to time;
- (b) **Business Day** means any day other than a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales;
- (c) **Consumer** has the meaning given in the Australian Consumer Law;
- (d) **Consumer Guarantees** has the meaning given in the 'Consumer Guarantees' section below;
- (e) **Event** means a function, performance, program, talk, activation or any other event arranged or presented by NAWIC or for which we sell tickets, held either in-person or online;
- (f) **Loss** means all liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise;
- (g) **Online Shop** has the meaning given in the 'Preamble' section above;
- (h) **Order** has the meaning given in the 'Placing Orders' section below;
- (i) **Order Date** has the meaning given in the 'Payment' section below;
- (j) **Payment Partner** means a third party payment platform or gateway used and authorised by NAWIC to facilitate or process payments made by you on the Online Shop;
- (k) **Terms** has the meaning given in the 'Preamble' section above; and
- (l) **Website Terms of Use** has the meaning given in the 'Preamble' section above.

## **Placing Orders**

You may obtain tickets to an Event through our Online Shop by using your registered account with us, by submitting a completed order form, through the Online Shop in accordance with these Terms (**Order**). The Online Shop will provide instructions as to how to make your Order and for making changes to your Order before you submit it.

We reserve the right to accept or reject any Order, or part of any Order, made by you. We may reject any Order on reasonable grounds at any time before the scheduled time of the Event, including (without limitation):

- (a) due to unavailability (in which case we may ask you to re-submit your Order or offer you a ticket to an alternative Event);
- (b) if we suspect that you might sell or on-sell tickets to other customers;
- (c) if we suspect your Order, credit card or any other method of payment is fraudulent;
- (d) if there has been an error in the price or description on the Online Shop; or
- (e) if there has been an error by way of the incorrect inclusion of an item in a specific sale or promotion.

If we reject an Order and you have paid for the tickets then, subject to applicable laws and unless otherwise stated in these Terms, we will provide a refund for the tickets purchased via PayPal to the payment method originally used to pay for the Order. We are not responsible for any Loss suffered or incurred by you or any third party as a result of the rejection of an Order. We will notify you if your Order has been rejected either on the Online Shop or by using the email address you provide to us.

## **Descriptions of Events and availability of tickets**

Descriptions of Events advertised, provided and made available on the Online Shop are subject to change at any time without notice. While we will use reasonable endeavours to do so, and subject to the Consumer Guarantees, we do not guarantee that the information contained on our Online Shop is always accurate and up-to-date.

We reserve the right to limit the amount of time tickets to an Event may remain in your shopping cart.

We reserve the right:

- (a) to cancel, reschedule or relocate an Event at any time;
- (b) to reduce the number of participants permitted to attend an Event;
- (c) to discontinue or suspend the sale or supply of tickets to any Event on the Online Shop at any time, without notice to you;
- (d) to cancel any promotion, discount, coupon or incentive before its stated expiry date at any time, without notice to you; and
- (e) to change any description or other information related to an Event displayed on the Online Shop (although such change will not apply to Orders already accepted by us).

Subject to these Terms, we exclude any liability resulting from the discontinuance, suspension, cancellation, rescheduling or relocation of any Event.

## **Price**

Unless stated otherwise, all prices displayed on the Online Shop are quoted in Australian dollars and, where applicable, are inclusive of GST (as defined in *A New Tax System*

(*Goods and Services Tax Act 1999* (Cth)) and all other taxes.

We reserve the right to change any pricing related to an Event displayed on the Online Shop. Such change will not apply to Orders already accepted by us.

## **Payment**

Payment may be made by credit card, debit card or any other form of payment listed on the Online Shop at the time of the purchase.

You must be fully entitled to use the payment method used for purchases. If a particular service is not available to you, then you may use another valid payment method.

We may use Payment Partners to process payments made on the Online Shop. By making an Order you agree that, before your Order is accepted, credit and security checks may be performed (including by the relevant Payment Partner). Without limiting the foregoing, such checks may include transmitting the credit card number you provided to validate the credit card, to obtain an initial card authorisation, to conduct loss minimisation and anti-fraud measures and/or to authorise individual purchase transactions.

Payment of the full price of an Order (including applicable GST and other taxes) must be received by us before we can accept your Order. The payment method must have sufficient funds, credits or other payment facilities to cover the purchase. If payment cannot be processed, your Order will be rejected and you will be notified of this on the Online Shop or to the email address you provide. We are not responsible for the decisions of payment providers to allow you to use their service, or provide any assurances or warranties about them.

After payment for the Order has been successfully processed, you will receive an email confirming that Order with an invoice that indicates the total amount paid by you (**Confirmation Email**). The date of this Confirmation Email is referred to as the **Order Date**.

## **Admission to Events**

You must hold a valid ticket to attend an Event. We may refuse you admission or evict you from an Event for any reason at our reasonable discretion, including if:

- (a) you cannot produce a valid ticket or proof of purchase (as applicable) for the Event;
- (b) you cannot produce valid identification;
- (c) in the case of in-person Events, you have in your possession and/or refuse to surrender to us any item that, in NAWIC's reasonable opinion, could present a safety hazard to others or could otherwise interfere with the Event;
- (d) you are intoxicated, under the influence of illicit drugs or inappropriately attired;
- (e) you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of any other person, including as a result of intoxication;
- (f) you behave in a manner that unreasonably interferes with other attendees' enjoyment of the Event;
- (g) you behave in a manner that is, in NAWIC's reasonable opinion, offensive, inflammatory, obscene, abusive, indecent, threatening, xenophobic, racist, abusive, harassing, hateful, or otherwise unlawful;
- (h) you fail to follow our reasonable directions; or
- (i) you otherwise breach these Terms or any additional terms and conditions notified to you at the time of purchase (including the Website Terms of Use).

If we refuse you admission or evict you from an Event pursuant to this section, then you will not be entitled to a refund.

To the maximum extent permitted by law, we will not be responsible for any Loss suffered by you or any third party as a result of you not being admitted to, or being evicted from, an Event under this section.

#### **COVID-19 entry requirements**

This section applies to in-person Events only.

Where applicable, we may refuse you admission or evict you from an Event if you fail to comply with:

- (a) Government directions, orders and regulations (including public health orders) that are relevant and in place at the time of the Event; or
- (b) our applicable COVID-19 entry requirements, as notified by us from time to time.

If we refuse you admission or evict you from an Event pursuant to this section, you will not be entitled to a refund.

To the maximum extent permitted by law, we will not be responsible for any Loss suffered by you or any third party as a result of you not being admitted to, or being evicted from, an Event under this section.

#### **Venue requirements**

This section applies to in-person Events only.

You acknowledge and agree that:

- (a) if directed by us, you must turn off your mobile phone or set it to flight mode upon entering an Event;
- (b) despite paragraph (a), depending on the nature of the Event and if required by us, you may not be permitted to take into the Event, or use, cameras or other photographic or recording equipment (including mobile phones); and
- (c) you must not bring any item into any Event that, in NAWIC's reasonable opinion, could present a safety hazard to others or interfere with the Event.

In order to ensure the safety and security of our Events, you agree that your person, bags and/or personal belongings may be searched.

#### **Cancellations, relocations and rescheduling made by us**

We may decide, in our reasonable discretion, to cancel, relocate, reschedule and/or change the format of an Event (including by holding the Event online). If any changes are made under this section, then we will notify you as soon as reasonably possible.

If:

- (a) the Event is cancelled by us and will not be rescheduled; or
- (b) we reduce the number of participants permitted to attend an Event and you cannot attend that Event as a result of that reduction,

then we will provide you with a full refund via PayPal to the payment method used to place the Order. This does not apply to free Events.

If the Event is relocated to a location that is more than 15 km from its original location or is rescheduled by us, and you no longer wish to attend the Event, then you may cancel your Order and request a full refund for tickets you have purchased. To cancel your Order pursuant to this section, you must email us at [admin@nawic.com.au](mailto:admin@nawic.com.au) within 72 hours of you being notified that the Event is being relocated or rescheduled.

Any refund payable for a ticket will be made via PayPal to the payment method used to place the Order. If you are not the original purchaser because you bought your ticket from a reseller, there is no guarantee that any refund provided to the original purchaser will be passed on to you.

If a refund is provided under this section, then you must not use the ticket, or allow it to be used by any other person, to attend the Event.

Unless required by law (including the Australian Consumer Law), we will not be liable for any Loss suffered or incurred by you or a third party in connection with your attendance or non-attendance at an Event, including if the Event is cancelled, rescheduled or relocated. You should consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements associated with attendance at an Event. You may also wish to consider taking out insurance to cover any Losses in connection with the Event, or its cancellation, rescheduling or relocation.

#### **Order cancellations, refunds and exchanges requested by you**

The process provided in this section is in addition to any rights you may have under the Australian Consumer Law and other laws.

If you are unable to attend an Event for which you have purchased tickets, you may, at your own cost, arrange for the tickets to be transferred to another person at any time.

If you wish to cancel your Order, you must notify us,

- (a) in the case of award Events, 10 Business Days; and
- (b) in the case of all other Events, at least 48 hours,

before the commencement of the Event. To cancel your order, please email us at [admin@nawic.com.au](mailto:admin@nawic.com.au).

If your Order is successfully cancelled, we will provide you with a full refund via PayPal to the payment method used to place the Order.

If payment has been processed but we are unable to provide your selected tickets for any reason, we will contact you to provide a full refund.

If a refund is provided under this section, you must not use the ticket, or allow it to be used by any other person, to attend the Event.

To the maximum extent permitted by law, we will not be responsible for any Loss suffered by you or any third party as a result of you attending or not attending an Event.

#### **Resale restrictions and scalping**

Unless otherwise specified on our Website, we are the only authorised ticket issuer for the Events. If you purchase tickets from an unauthorised seller, you acknowledge that there is a risk these tickets may be false, void or have previously been cancelled, and that you may be refused admission to the relevant Event. We strongly recommend you only purchase tickets from an authorised ticket seller.

Tickets must not, without our prior written consent (which may be subject to additional conditions), be:

- (a) purchased with the intention of being resold, or offered for resale, for a profit (including via online resale or auction sites);
- (b) used for advertising, promotion or other commercial purposes (including competitions and trade promotions); or
- (c) used to increase the demand for goods or services.

If a ticket is resold or offered for resale, or otherwise used, in breach of this section, we may cancel that ticket without a refund (in which case we will aim to give you as much notice

as reasonably possible) and the bearer of the ticket may be refused admission.

Notwithstanding anything else in these Terms, the resale of tickets in certain circumstances is subject to ticket sales legislation and may attract penalties (including criminal penalties).

To the maximum extent permitted by law, we will not be responsible for any Loss suffered by you or any third party as a result of you selling your ticket, or purchasing it through non-official means.

### **Consumer Guarantees**

Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**).

The operation of the Consumer Guarantees cannot be and are not in these Terms, excluded, restricted or modified.

### **Liability**

To the extent permitted by law and subject to the section headed 'Consumer Guarantees' above, we, our affiliates, employees, officers, agents, contributors, supervisors, licensors and contractors:

- (a) exclude from these Terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void); and
- (b) disclaim all liability (including any direct, indirect, special, incidental, consequential or exemplary damage or Loss) suffered or incurred by you or any third party, whether directly or indirectly, by reason of any use of the Online Shop, or attendance or non-attendance at any Event.

You indemnify us and our affiliates, employees, officers, agents, contributors, supervisors, licensors and contractors (together the **Indemnified Parties**), against any Loss suffered or incurred by the Indemnified Parties in connection with any claim made by a third party due to or arising out of your breach of:

- (a) these Terms;
- (b) any applicable law; or
- (c) the rights (including intellectual property rights) of any person.

### **Privacy**

We may collect, use, store, disclose and otherwise handle your personal information in accordance with these Terms, the Website Terms of Use, our Privacy Policy and applicable legislation.

If you place an Order, the information we may collect includes your (and if the recipient of the Order is someone other than you, the recipient's):

- (a) name;
- (b) email address;
- (c) phone number;
- (d) address; and
- (e) payment information.

If you do not provide all the information we request or need, we may not be able to process your Order.

We may disclose this personal information to our employees, officers, volunteers, insurers, professional advisers, agents, suppliers or contractors insofar as reasonably necessary for the purposes of providing the services to you and operating NAWIC, including to respond to complaints or to investigate any issues that might arise.

We may also photograph and/or record an Event which may identify you in accordance with the section titled 'Media Disclaimer' below.

You represent and warrant to us that:

- (a) the personal information you provide to us is complete and accurate; and
- (b) you have obtained the consent of all recipients of an Order:
  - (i) for their personal information to be used by us and our service providers to prepare and provide the tickets to those recipients; and
  - (ii) to receiving the tickets and associated communications from us and our service providers.

In these Terms, **Privacy Policy** means our privacy policy, as amended from time to time and which is available at [https://www.nawic.com.au/common/Uploaded%20files/National/NAWIC%20-%20Privacy%20Policy\\_FINAL.pdf](https://www.nawic.com.au/common/Uploaded%20files/National/NAWIC%20-%20Privacy%20Policy_FINAL.pdf) (or any replacement web page from time to time).

### **Media disclaimer**

By choosing to attend a NAWIC Event, you authorise NAWIC to make, use and/or retain an image and/or recording which may identify you during a NAWIC Event.

You also understand and agree that NAWIC:

- (a) will not pay you for giving this consent or for the use of your image and/or recording;
- (b) may keep the image and/or recording on record until you revoke your consent;
- (c) will return or destroy images and/or recordings if you withdraw this consent, with the exception of those already published; this includes the release of any short films.
- (d) may use the image and/or recording in the future, unless you specify limitations for its use; and
- (e) may use the image and/or recording in promotional material and will notify you of the purpose of use upon request.

You understand that you can withdraw your consent at any time by notifying NAWIC, by email at [admin@nawic.com.au](mailto:admin@nawic.com.au), of your withdrawal of consent.

### **Interpretation**

If there is any inconsistency between the terms of:

- (a) these Terms; and
- (b) the Website Terms of Use,

these Terms will prevail to the extent necessary to resolve that inconsistency.

### **Miscellaneous**

- (a) **No waiver** – We do not waive a right, power or remedy in connection with these Terms if we fail to exercise or delay in exercising the right, power or remedy. A right, power or remedy is only waived by us if it is in writing and signed by us.

- (b) **Governing law** – These Terms are governed by the laws of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts of New South Wales, Australia and the courts having appeal from them.
- (c) **Severability** – If any part of these Terms is found to be void, invalid, unlawful or unenforceable, that provision is deemed to be ineffective only to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions. The remaining terms remain in force and constitute a binding agreement between you and us.
- (d) **Relationship between the parties** – Nothing in these Terms constitutes the parties as partners or joint venturers or agents for the other party or give rise to any other form of fiduciary relationship between the parties.
- (e) **Entire agreement** – These Terms and any other additional terms which may be applicable at different stages of usage of the Online Shop or attendance at an Event (including the Website Terms of Use), contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is deemed superseded by these Terms and has no further effect.
- (f) **Force majeure** – To the extent permitted by law, we will not be liable to you for any failure to fulfil, or delay in fulfilling, our obligations caused by circumstances outside of our reasonable control.
- (g) **Dispute resolution** – If you have any issue arising out of these Terms or in relation to the Online Shop, an Order or an Event, you must notify us in writing and use reasonable endeavours to resolve the matter through discussions or correspondence with us before commencing any court or tribunal proceedings.
- (h) **Notices** – Notices to be given to either party must be in writing, and must be delivered to us by email or at our registered office.

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