

Sydney Markets Foundation Events General Terms and Conditions

By registering to attend the event, you acknowledge and agree to abide by the following terms and conditions (Terms):

1. Registrations

1.1 Your registration will not be confirmed until we have received your completed registration and full payment of the registration fee. Freshmark reserves the right, for any reason, to refuse to accept your registration.

2. Cancellation and Transfers of Registrations

2.1 Notification of cancellation of your registration for the event must be made in writing and emailed to Freshmark at nswchamber@freshmark.com.au.

2.2 Cancellation requests received by Freshmark fourteen (14) business days or more before the date of the event will be refunded the amount of the fee minus any reasonable administration costs (as determined by Freshmark). No refunds will be made for cancellations received within fourteen (14) business days of the event.

2.3 You may request to transfer your registration to another person by notifying Freshmark at least seven (7) business days prior to the event. No transfers will be permitted within seven (7) business days of the event.

3. Modification, Postponement or Cancellation of the Event

3.1 Freshmark reserves the right at any time to change the location, the timing or the format, or any other aspect of the event; or to postpone the event; or to cancel the event.

3.2 Freshmark, the event organisers, the Venue, or any other third party authorised or engaged by Freshmark (Agents) will not be liable to you for any damages, costs, losses, or expenses of any kind incurred or suffered by you as a result of, or in relation to, 3.1 above.

3.3 If the event is cancelled or postponed by Freshmark for reasons that are beyond its reasonable control, Freshmark may retain the fee and will not be required to make any refund of the fee.

3.4 If the event is cancelled for reasons other than as set out in 3.3 above, Freshmark will refund the fee minus any reasonable administration costs of \$50.00.

4. Your Rights and Obligations at the Event

4.1 Freshmark reserves the right to prohibit your entry to the event or eject you from the event if you fail to comply with these Terms, if you represent a security risk, or if your behaviour is deemed inappropriate, as determined by Freshmark and/or its agents and others working under its authority.

4.2 Promotional materials may not be distributed at the event except by event sponsors.

4.3 You agree to comply with all reasonable instructions issued by Freshmark and its Agents.

4.4 All unauthorised photography and the recording or transmitting of audio or visual material, data or information are expressly prohibited.

4.5 By attending the event, you grant permission to Freshmark and its Agents to take and have full and free use of video/photographs containing your image/likeness, including the use of these images for live streaming, promotional, news, online, and multimedia purposes. You agree that you are not entitled to remuneration, residuals, royalties, or any other payment from Freshmark or its Agents in respect of your image/likeness or its use. You release, discharge, and hold harmless Freshmark and its Agents from any and all claims, demands, or causes of actions that you may hereafter have by reason of anything contained in the photographs or video.

5. General

6.1 Freshmark reserves the right to amend these Terms from time to time, and you will be subject to the Terms in force at the time Freshmark registers you for the event.

6.2 These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

Disclaimer

Freshmark has endeavoured to ensure that the information on any event website or in any printed event brochure is correct at the time of publishing. Freshmark or other parties mentioned in the event promotional material accept no responsibility or liability as a result of error, misprints, or changes to the information provided.

Privacy

Freshmark and Sydney Markets Foundation recognise the importance of your privacy and understands your concerns about the security of personal information you provide to us. We place a high priority on the security of information held by us and we comply with the Australian Privacy Principles as contained in the Privacy Act 1988 (Cth). The information provided by you is necessary to administer and manage your registration and provide the event to you. Please also note that Freshmark may provide your personal information to its Agents as necessary to conduct the event or be compliant with its Privacy Policy. Freshmark's Privacy Policy can be found at www.freshmark.com.au.