

Real Time Payments Summit 2021/22 Terms and Conditions

By registering to attend the Real Time Payments Summit 2021/2022 on 8 March 2022 (**Event**) either in-person or virtually, you (**You or Your**), acknowledge and accept the following terms and conditions (**Terms and Conditions**) that form a binding agreement between You and NPP Australia Limited ACN 601 428 737 (**NPPA**).

Registration

Refunds and cancellations

In-Person Participation – Conditions of Venue Entry and COVID-19

Virtual Participation

Release of Liability

General terms

Privacy

1. Registration

- a) You confirm that all information supplied by You to register to attend the Event is true and correct.
- b) You have entered into this agreement in Your own personal capacity or on behalf of a person you have received express authority to enter into this agreement and complete the registration on their behalf.
- c) Where payment to attend the Event is required and payment is made using a credit card, a payment processing fee may be charged if applicable.
- d) You must make full payment, in cleared funds and in Australian dollars, of the registration fee, and all other monies due and payable in connection with Your attendance at this Event at the time of registration. If you are making payment by EFT, You must make full payment within 14 days of the date of Your registration.
- e) Unless specified in these Terms and Conditions, tickets are strictly non-refundable. Incorrect purchases are not guaranteed a transfer or refund and are at the discretion of NPPA.
- f) It is a condition of sale that tickets may not be offered for re-sale on third party websites. Tickets may not be resold or offered for resale at a premium (including online auction sites) or used for advertising, promotion or any other commercial purpose. If a ticket is used in breach of these conditions, it may be cancelled by NPPA without refund and the bearer of the ticket may be refused admission to the Event.
- g) Where promotional or discount codes (including URL links) are granted to You, they can only be used where You meet the applicable conditions and use occurs within the validity period. Promotional and discount codes are not able to be redeemed, exchanged for cash or used in conjunction with any other offer and must only be used by the person to whom the relevant code was issued. NPPA reserves the right to modify, suspend and/or cancel any promotional code at any time without notice to You.
- h) NPPA reserves the right not to accept your registration and/or close ticket sales for the Event at any time for any reason without prior notice.

2. Refunds and cancellations

- a) NPPA reserves the right to change, modify or cancel the Event at its discretion due to any circumstances including without limitation, unavailability of venue, government restrictions (including any restrictions related to COVID-19), danger, or any other cause. Details of any such changes will be published on the Event website, e-newsletter and/or other media.
- b) Where you can no longer attend the Event and it is **at least 30 days before the Event**, subject to these Terms and Conditions, You may request a ticket refund (less a \$100 administration fee) if you email nppsummit@conceptevents.com.au **at least 30 days before the Event**.
- c) Where you can no longer attend the Event for any reason and notify NPPA less than 30 days prior to the Event, You will not be entitled to a refund.

- d) Where you can no longer attend the Event for any reason and it is at **least 7 days** prior to the Event, You can request one of the following if you email nppsummit@conceptevents.com.au at **least 7 days** prior to the Event:
 - i. **nominate a person** to attend in your place provided that the person agrees with these Terms and Conditions; or
 - ii. **exchange** in-person Event tickets with virtual Event tickets (any price differences will not be refunded to You).
- e) If the Event is cancelled, rescheduled or substituted by NPPA due to any circumstances, NPPA will, in its sole discretion, determine whether to:
 - i. exchange in-person Event tickets with virtual Event tickets to run a virtual Event only (any price differences will not be refunded to You);
 - ii. reschedule the Event until it can be held; and/or
 - iii. refund the ticket price in part or in full.
- f) Complimentary tickets are only valid for the Event for which they have been issued and are non-refundable and non-transferrable under any circumstances.
- g) You will be advised via email of any Event cancellation and provided with the relevant details of rescheduling, substitution to virtual and/or estimated date for a partial or full ticket refund.
- h) NPPA will not be liable for any claims for compensation (including any claims for travel, accommodation or other expenses or inconvenience) incurred by You in connection with any Event that is cancelled, rescheduled or substituted to virtual for any reason. You incur these expenses at Your own risk.

3. In-Person Participation – Conditions of Venue Entry and COVID-19

- a) You must adhere to the conditions of entry of the Event venue and obey any lawful directions and instructions given by NPPA staff and/or Event authorised personnel.
- b) You must dress appropriately if attending the in-person Event, behave responsibly, be respectful at all times to presenters, attendees and Event staff and ensure your mobile phone is switched to silent.
- c) You may be required to present photo ID at the Event as proof of identity upon request and if a ticket name does not match Your photo ID, NPPA reserves the right to refuse Your entry to the Event.
- d) Bag checks may occur at the entry point and any items deemed unsuitable must be disposed of upon request by NPPA. NPPA reserves the right to refuse entry to anyone who does not comply with NPPA instructions.
- e) You acknowledge that the Event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending the Event or the holding of the Event itself.
- f) You acknowledge that you must comply with any COVID-19 requirements or measures taken by NPPA and/or the Event venue including but not limited to social distancing and current COVID-19 health and hygiene recommendations at an Event.
- g) In line with COVID-19 health regulations, and to assist in any future contact tracing requirements, it is a condition of entry that You check-in using the QR code displayed or handed to You (if applicable) upon arrival. Confirmation of this check-in must be shown to Event staff before entry to the Event venue will be permitted. NPPA reserves the right to add any COVID-19 requirements specified by Australian state or federal governments.
- h) If you are displaying any symptoms of COVID-19 (including fever, cough, sore throat, shortness of breath, loss of sense of smell or taste), you must not attend the Event in-person. In such circumstances, You must email nppsummit@conceptevents.com.au at least a day prior to the Event if you would like to request one of the following:
 - i. exchange for a virtual ticket (any price differences will not be refunded to You).; or
 - ii. nominate a person to attend in your place provided that the person agrees with these Terms and Conditions.

- i) NPPA accepts no responsibility whatsoever for any person attending the Event falling ill with COVID-19 or any other illness due to attending the Event. All persons enter the Event venue at their own risk.

4. Virtual Participation

- a) If You register to participate virtually (online), You agree that:
 - i. it is Your responsibility to ensure that You have appropriate technology, equipment, internet connectivity and speed to participate;
 - ii. NPPA will not be liable for any interruption, delay, sound or picture quality problems You may experience because Your technology, power, internet and/or connectivity has problems or is inadequate.
- b) You will not be entitled to a refund if You are unable to participate due to any of the matters set out in clause 4(a) above.

5. Release of Liability

- a) You release NPPA from liability for any losses, costs (including legal costs and disbursements) damage or claims, including but not limited to:
 - i. personal injury of any kind;
 - ii. damage to, loss of or destruction of property of any kind;
 - iii. damage to reputation,except to the extent that such loss, cost, damage or claim is directly caused by NPPA's negligence.
- b) To the maximum extent permitted by law, NPPA does not accept any responsibility and will not be liable for loss, injury or damages (whether direct, indirect, special or consequential) arising out of or in any way connected to the Event, except for any liability which cannot by law be excluded. NPPA's liability for any cause of action, including but not limited to breach of contract, negligence or other breach of duty, is limited to the sum of monies paid by You in connection with Your registration for the Event.
- c) You must indemnify and keep NPPA indemnified against all losses, costs, and expenses (including actual legal costs and disbursements on a full indemnity basis) incurred in connection with any claim, demand, action or proceedings arising wholly or partly, directly or indirectly, from Your act or omission or breach of the Terms and Conditions.

6. General terms

- a) NPPA reserves the right to refuse admission to any person and/or to remove any person from an Event without compensation and without providing any reasons.
- b) You acknowledge and accept that information included in the Event is general in nature, is for educational and/or discussion purposes only and may include information on the past performance of an investment or a financial product which is not indicative of future performance.
- c) You accept that any information (including any opinions) included in the Event may change without notice and You acknowledge that You must seek independent advice and/or make Your own enquiries before acting upon any opinion, suggestion or recommendation made during an Event. The NPPA is not liable to You for any detriment You suffer because of, or in connection with, Your use of any Event information.
- d) You indemnify and hold NPPA harmless for all liabilities, claims, damages, losses, costs and expenses (including legal costs on a full indemnity basis) for personal injury and/or destruction or damage to property which any member of NPPA may suffer or incur in connection with any negligent, unlawful, reckless or wilful act or omission by You in relation to the Event.

- e) You acknowledge and agree that participation in the virtual Event (eg webcast or recording) is for Your personal use.
- f) These terms and conditions are made under and governed by the laws applicable in New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

7. Privacy

- a) NPPA collects your personal information for the administration of the Event and for future marketing and promotional purposes relating to NPPA and/or the sponsors of the Event. You acknowledge and agree that NPPA may disclose and use Your personal information for purpose of administration of the Event in accordance with the NPPA's privacy policy available at <https://nppa.com.au/privacy-policy/> and/or in accordance with these Terms and Conditions.
- b) You acknowledge and consent to Your name, organisation, contact details and job title being published in delegate lists and shared with, other delegates, sponsors and commercial partners in advance of, during and/or after the Event for the purpose of networking and marketing. You may request these details be withheld at any time by contacting NPPA at nppsummit@conceptevents.com.au or opting out during registration.
- c) You agree to receive email correspondence from NPPA in relation to the Event by providing Your email address to NPPA.
- d) The sessions at the Event may be recorded or streamed live via audio and visual. You acknowledge and consent to the recording of and/or the publication and/or use of Your image, voice, statement or otherwise, in the session records at the Event. Please contact nppsummit@conceptevents.com.au if You do not want to be recorded during the Event.