

## **2022 OTIS FOUNDATION BALL EVENT TERMS & CONDITIONS**

### **Agreement**

By agreeing to these Terms and Conditions you understand that you are registering to attend an Event run by The Otis Foundation and all fees associated with your participation at the Event are payable in full. You may register on behalf of others however you are deemed to be liable for all associated fees for all Event Participants you register.

### **Registration confirmation**

On completion of your registration, a confirmation email will be sent to your nominated email address. Please check your registration carefully. Should an error have been made, please contact us within 24 hours via [events@otisfoundation.org.au](mailto:events@otisfoundation.org.au) or phone 0422 742 876 to withdraw or amend your registration. Should you not contact us within 24 hours, an alteration fee may apply. See Registration Cancellation and Substitution Policy for further information.

### **Registration payment terms**

Registrations are not confirmed until payment has been made. In requesting an invoice, payment of your registration fee and any donations are due within seven days of receiving this invoice.

### **Registration cancellation and substitution Policy**

Tickets are not refundable although special circumstances may be considered at The Otis Foundation's discretion. Should your circumstances change and you are unable to attend the Event, you must contact The Otis Foundation no later than Friday 30<sup>th</sup> September 2022.

The Otis Foundation Ball is due to be held on Saturday 19<sup>th</sup> November 2022 at Sofitel Melbourne On Collins. In the event The Otis Foundation Ball is required to be re-scheduled for another date or to be held at an alternative venue, the below will apply:

- a) In the event of a re-scheduling of The Otis Foundation Ball or a requirement to be held at an alternative venue. Upon notification of the change, should you not be able to attend the new date or alternative venue you will be entitled to a full refund of your purchased ticket to The Otis Foundation Ball provided we have received notice of such request from you, in writing, within 14 days of the date of notification of the change; and
- b) In the event The Otis Foundation Ball is cancelled, you will be entitled to a full refund of your purchased ticket.

### **COVID safety requirements**

By completing your booking, you and any accompanying attendees agree to follow and abide by any public health directions and recommendations regarding COVID19. You also agree to adhere to Sofitel Melbourne On Collins' COVID safety plan and policies.

### **Privacy policy and use of your information**

Information submitted as part of this registration process will be used to send you information about this event, including ticketing and additional information. From time to time The Otis Foundation may send you information we believe may be of interest to you,

including invitations to events and/or our regular emails. We will only ever use the information you provide to us in accordance with our Privacy Policy which may be viewed at [otisfoundation.org.au](https://otisfoundation.org.au). You are able to unsubscribe at any time.

In order to make the appropriate arrangements for your attendance at this event we are required to share certain personal details with (a) our venue operator, Event Manager and event suppliers for these arrangements to be made and confirmed, and (b) suppliers of services to us (e.g. IT service providers) where necessary for us to process your personal information and make the relevant arrangements.

Personal details may also be provided to the Government when we are obliged to do so in response to COVID19 tracing.

We have your health and safety as our main priority. As such, details provided as part of your RSVP response will be used for our COVID-19 Privacy Collection and contact tracing by the Government if needed.

### **Disclaimer**

The Otis Foundation reserves the right to make changes to the program at any time as circumstances dictate. Every effort will be made to ensure a program of equivalent standard and value should unavoidable changes occur.

The following conditions of entry apply to all participants, guests and visitors.

I understand that the organisers reserve the right to alter the advertised course or location, close or withdraw obstacles, to postpone, reschedule or cancel the event if conditions warrant it or otherwise at the organiser's sole discretion, including for the following reasons: if natural or man-made emergencies make administering the event unreasonable due to weather conditions, natural disaster, acts of god, terrorism, war, pandemics or any other reason (at the organiser's sole discretion).

I agree to exhibit appropriate behaviour at all times, including obeying all laws, event rules and directions of officials and I understand that my entry may be voided if, through my actions or behaviour, in the opinions of the organisers, I have broken these rules or brought the event into disrepute. I further understand that the organisers reserve the right to reject any entry without having to justify their actions.

I acknowledge that any property or equipment (without limitation) that I bring into the event is at my own risk and release The Otis Foundation (and its officers, employees, agents and contractors) from and against any claim or liability in relation to loss of or damage to such property, even where such loss or damage is caused by negligence, default or breach of contract by The Otis Foundation (or its officers, employees, agents and contractors).

I grant permission to The Otis Foundation, White Knight Events, their affiliates and/or contractors to use my photograph, video, multimedia and/or likenesses of me captured during the event by The Otis Foundation and its affiliates or contractors without payment and/or compensation. These items become the sole property of The Otis Foundation to use for any legitimate purpose, including but not limited to promoting, advertising and marketing activities.