

## Investor Showcase Registrants Terms and Conditions

These terms and conditions apply between the person, firm, company or other entity specified on your registration form ("**you**" or "**your**") and The Australian Agritech Association Inc. company that is the owner, organizer, operator and/or manager of the event/conference ("**Ausagritech**"), for attendee / delegate registrations for the event specified on your registration form ("**Event**"). Please read them carefully as they contain important information. By submitting your registration to attend the Event ("**your registration**") you agree to be bound by these terms to the exclusion of all other terms. If you do not agree to be bound by these terms Ausagritech will be unable to accept your registration.

- **Registration Confirmation**

Your registration (whether submitted directly by you or on your behalf) is an offer to Ausagritech to attend an Event which is subject to Ausagritech's acceptance in writing. A binding contract between Ausagritech and you will only be formed when written confirmation of acceptance ("**Confirmation**" or "**Confirmed**") is sent by Ausagritech to you (whether or not it is received) using the contact details you provided at the time of registration. You should contact Ausagritech if you have not received Confirmation within 5 days of your registration, but in any event if Confirmation is not sent within 14 days of Ausagritech receiving your registration, your registration will be deemed to be accepted unless Ausagritech notifies you otherwise. Ausagritech reserves the right in its sole discretion to refuse to accept your registration.

- **Fees and Payment Terms**

- You will pay Ausagritech the fees specified in your registration form for the Event ("**your fees**"). Payment of your fees must be received in full and in cleared funds by Ausagritech from you in accordance with Ausagritech's payment terms from time to time in force but in any event not later than 7 days after receipt of the invoice. If payment of your fees in full is not received, Ausagritech may (at its sole discretion) either require such payment as a condition of your access to the Event or refuse or block your access to the Event (whether physical or virtual) or not match you in the Event. No refunds of any proportion of your fees already paid (if any) will be made and any balance of your fees will remain due and payable where access to an Event is refused under this Condition 2.1.
- All discounts can only be applied at the time of registration and discounts cannot be combined. All discounts are subject to Ausagritech's approval. Discounts for group registrations are only valid for the number of delegates specified on your registration form. If the number of delegates that actually attends the Event is (for any reason) less than the number specified in your registration form, then Ausagritech may (at its sole discretion) change your fees to reflect the number of delegates that actually attend the Event in line with Ausagritech's published prices then in force. Any additional sums payable to us as a result shall be paid in line with this Condition 2.
- Prices for each Event are correct at the time of publication. Ausagritech reserves the right to change the prices at any time but changes will not affect registrations which have already been confirmed by Ausagritech.
- It is the intent of the parties that Ausagritech will receive payment of your fees net of all applicable taxes, including without limitation, sales, and GST ("**Taxes**"), all of which shall be paid solely by you. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the payment of your fees, the amount of such payment shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).

- **Cancellation by You**

- Except as may be otherwise expressly advised as part of the particular Event's registration process, you may cancel your registration in accordance with this Condition 3. You will receive a refund of your fees paid to Ausagritech (if any) if you cancel your registration 30 days or more before the Event, subject to an administration charge equivalent to 10% of the total amount of your fees plus Taxes (if applicable). Ausagritech regrets that the full amount of your fee remains payable in the event that your cancellation is 30 days or less before the Event or if you fail to attend the Event. If a cancellation changes the entitlement to a multi-registration discount, the lowest value registration will be cancelled first. No cancellations are accepted once any part of a single or multi registration party has accessed the pre-Event networking or partnering facilities, applications or platforms. All cancellations must be sent by email to [awards@ausagritech.org](mailto:awards@ausagritech.org) marked for the attention of Customer Services and must be received by Ausagritech. You acknowledge that the refund of your fees in accordance with Condition 3 is your sole remedy in respect of any cancellation of your registration by you and all other liability is expressly excluded.
- Substitutions with employees from your organisation are welcome at any time but in all other respects delegate registrations are issued for your personal use only and cannot be shared with any person during the Event. You may not purchase registrations as agent for any third party, sell or otherwise transfer your registration to others, or exploit the registration commercially or non-commercially in any way.

- **Change to or Cancellation of the Event by Ausagritech**

- Ausagritech may (at its sole discretion) change the format (including, without limitation, from a physical in-person Event to a virtual Event and vice versa), speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability. Ausagritech does not and cannot guarantee that any investor will be available at the event for matching and the showcase. The investor commitment information and matching provided by Ausagritech is on a best endeavor basis only.
- Ausagritech may (at its sole discretion) change the date or cancel an Event at any time for any reason. Where Ausagritech changes the date or cancels the Event for any reason except due to a Force Majeure Event (in which case the terms of Condition 4.3 shall apply) Ausagritech shall automatically transfer your registration to any rearranged Event that Ausagritech chooses to organise (acting in its sole discretion). If you promptly, and not more than 21 days after being notified by Ausagritech of the new date(s) of the Event, notify Ausagritech in writing that you do not wish to attend the rearranged Event or if Ausagritech elects not to rearrange the Event then you will (as your sole remedy) be entitled, at your discretion, to receive either a credit note or a refund in respect of your fees received by Ausagritech. After expiry of the 21 day notification period set out above you may still cancel your registration for the rearranged Event; Condition 3 above shall apply with reference to the new dates and an administrative charge may be payable.
- Where a Force Majeure Event has or may have (in Ausagritech's sole discretion) an adverse impact on: (i) the ability of Ausagritech to hold the Event at the planned venue or on the planned date; or (ii) the Event generally, then Ausagritech shall be entitled but not obliged (in its sole discretion) to either: (i) provide an alternative format, facility or venue for the Event; and/or (ii) reschedule the Event. Any of your fees received by Ausagritech shall be applied to any rearranged or rescheduled Event held pursuant to this Condition 4.3 and you shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect thereof. If Ausagritech is unable or elects not to rearrange or reschedule the Event pursuant to this Condition 4.3, then you will (as your sole remedy) be entitled, in your sole discretion, to receive either a refund or credit note in respect of your fees received by Ausagritech.

- These terms and conditions shall equally apply in respect of any rearranged or rescheduled Event organised by Ausagritech pursuant to Conditions 4.2 and 4.3.
- For the purpose of these terms and conditions "**Force Majeure Event**" means any event or circumstance arising that is beyond the reasonable control of Ausagritech (including but not limited to governmental laws, ordinances, regulations, requisitions, restrictions, guidelines, recommendations or action, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot, health scares (including without limitation, epidemic and pandemic (e.g., COVID-19), whether or not new, ongoing or recurring), fire, acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labour disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable calamity or casualty).
- To the fullest extent permitted by the applicable law, Ausagritech shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the Event, Event cancellation or date change of the Event howsoever arising or any venue change or changes in investor commitment to the event. You acknowledge and agree that the provisions of Conditions 4.1, 4.2 and 4.3 set out your sole remedy should the Event be changed, postponed or cancelled and all other liability of Ausagritech is expressly excluded.
- **Access to and Use of an online Event Platform**

***This clause 5 shall only apply where the whole or any part of the Event is provided in a virtual format.***

- You undertake to be responsible for any technical requirements needed to enable you to access the Event website, app or other platform made available by Ausagritech to facilitate participation in the Event (the "**Event Platform**").
- We do not guarantee that the Event Platform will operate continuously, securely or without errors or interruption, and we do not accept any liability for its temporary unavailability. We do not guarantee that the Event Platform and/or any content thereon (including, without limitation, any content available for download) will be free from viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties.
- You must not attempt to interfere with the proper working of the Event Platform (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other internet connected device).
- You agree to comply with any website terms of use and/or fair or acceptable use policies indicated on any website on which the Event Platform is hosted.
- We do not endorse or accept any responsibility for the content, or the use of, any goods or services that may be identified or described on the Event Platform and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any content, goods or services available on or through the Event Platform or any website or other resource referenced therein.
- Ausagritech may issue you with a username and password. Usernames and passwords are confidential and remain the property of Ausagritech at all times and may not be sold, assigned or transferred to any third party without our permission. Your username and password are personal to you. You hereby agree that you will not permit others to use your username or password and you will be and remain liable for the acts of any person using your username and password.

- Any posts, messages or other materials, information or data you supply or upload to the Event Platform (collectively, "**Materials**") will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such Materials for any purpose. You hereby waive any moral rights in any Materials to the extent permitted by applicable law. We reserve the right, at our sole discretion, to edit or remove postings to any message boards on the Event Platform and delete or use electronic methods to block or filter any Materials at our discretion, but we do not have any obligation to do so.
- You shall not make defamatory or libellous postings or any postings which are illegal or infringe the intellectual property rights of any third party. Ausagritech will not be responsible for monitoring Materials for compliance with law.
- You may use the Event Platform solely for access to the Event. Without limitation, you must not: (i) download, store, reproduce, transmit, display, copy, distribute, exploit or use the Event Platform and/or any content thereon for your own commercial gain, (ii) use the Event Platform and/or any content thereon in any manner other than in compliance with law and these terms and conditions, (iii) infringe our intellectual property rights or those of any third party in relation to your use of the Event Platform and/or any content thereon, (iv) transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation, and/or (v) knowingly transmit, send or upload any data that contains viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties viruses.
- Ausagritech are under no obligation to oversee, monitor or moderate any interactive service we provide on the Event Platform and, without limitation, we expressly exclude all liability for any loss, injury or damage whatsoever arising from the use of any interactive service by any user, whether the service is moderated or not.

- **Consequences for Breach**

Ausagritech may (at its sole discretion) refuse access to, or eject / block from the Event, any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who in the opinion of Ausagritech represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by Ausagritech or the venue owners or operators at the Event.

- **Consent to Official Photography and / or Recording at Events**

All unauthorised photography and / or the recording or transmitting of audio or visual material, data or information is expressly prohibited. You consent to Ausagritech Group undertaking multimedia recording of the Event which may include your participation in the Event as a delegate (the "**Content**") and you consent to the use by Ausagritech Group of any such recording anywhere in the world for promotional, marketing and other purposes. You acknowledge and agree that Ausagritech Group is the exclusive owner of all rights in the Content and hereby waive any and all: (a) rights in and to such Content, and (b) claims that you may have relating to or arising from the Content or its use.

- **Data Privacy**

The personal information which you provide to us will be held by us on a database and where we have appropriate authorisation/justification (which may include, without limitation, express/implied consent or legitimate interests), may be included in the Ausagritech InsightsX database or used to further the mission of Ausagritech. Further, there may be certain areas of the Event at which your attendance is conditional on your personal information being provided to third parties which have sponsored, are conducting investor meetings, judging or are managing such areas. The use that any third parties make of your personal information is outside of Ausagritech's control and, to the extent permitted by applicable law, we do not accept any liability in this regard. For more information about how AusAgritech uses the information you provide please see our privacy policy which can be found at [www.ausagritech.org](http://www.ausagritech.org).

- **Limitation of Liability**

To the fullest extent permitted by the applicable law, Ausagritech excludes: (a) all liability for loss, injury, disease or damage to persons or property at the Event; (b) all indemnities, warranties, representations (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss, any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill or intangible assets, or any other type of economic loss, suffered by you howsoever arising. If Ausagritech is liable to you for any reason, Ausagritech's total liability to you in relation to the Event (whether under these terms or conditions or otherwise) is limited to the amount of your fees received by Ausagritech.

- **Miscellaneous**

- If, by reason of any Force Majeure Event, Ausagritech is delayed in or prevented from performing any of its obligations to you under these terms and conditions or otherwise, then such delay or non-performance shall not be deemed to be a breach of these terms and conditions and no loss or damage shall be claimed by you by reason thereof. Ausagritech's obligations shall be suspended during the period of the delay or non-performance and Ausagritech and you shall each use reasonable endeavours to mitigate the effect of the Force Majeure Event. The provisions of this Condition 10.1 are subject to the provision of Condition 4.3.
- Ausagritech reserves the right to amend these terms and conditions from time to time. However, you will be subject to the terms and conditions in force at the time you submit your registration.
- No person other than you and Ausagritech shall have the right to enforce these terms and conditions between us without the prior written agreement of you and Ausagritech.

- **Governing Law and Jurisdiction**

- The governing law of these terms and conditions is New South Wales.
- Nothing in this Condition 11 shall prevent or restrict Ausagritech from pursuing any action against you in any court of competent jurisdiction.

## **DISCLAIMER FOR ACTIVITIES**

You should consider carefully whether or not you will be able to participate in any activities offered as part of a programme relating to the Event. You accept that, if a programme exists for the Event you are attending, it is entirely your responsibility to decide whether or not participation in any activity offered as part of the programme is appropriate to your business, the information you disclose to participate, capabilities, aptitude, fitness and health. If you have any concerns you should seek professional legal/business advice or consult with (and follow the recommendations of) a medical professional prior to engaging in any activity. If at any time during any activity you feel you should not continue to participate, not disclose further information or feel unwell or consider that it is unsafe for you to continue, please stop the activity or meeting immediately and seek appropriate advice. You also accept that it is entirely your responsibility to observe all health and safety requirements and instructions that you may be given in relation to activities. If you are participating in any activity that is offered virtually for participation in a home or office environment, you should ensure that your environment is safe, private, provides adequate space and is free of dangerous or hazardous objects and materials. To the extent permitted by applicable law, Ausagritech and all entities within the Ausagritech group (as well as any employees or other representatives of the same) excludes all liability for any loss, injury, disease or damage whatsoever that you may suffer in connection with or arising from your participation in any activities offered as part of the programme (including, without limitation, any activities held outside of, or incidentally to, the main Event that you are attending), whether direct, indirect, consequential, special, incidental or punitive loss, injury or damage (including, without limitation,

injury or disease to persons, property damage, theft, loss of profits, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss, injury or damage) or otherwise. The limitations and exclusions in this paragraph only apply to the extent permitted by applicable law.

## **CONTACT US**

If you wish to contact us in relation to these terms and conditions, please contact us at: [awards@ausagritech.org](mailto:awards@ausagritech.org).