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## Terms and Conditions

Before registering for any AMSA Event you must read and agree to the following Terms and Conditions.

By registering and/or attending any AMSA Event I acknowledge and agree to the following Terms and Conditions:

### Variation to Terms and Conditions

AMSA may vary these Terms and Conditions at any time by updating them. Any variations will only apply to ticket purchases made after these Terms and Conditions have been updated.

#### 1. Definitions

- 1.1. 'AMSA' means The Australian Medical Students' Association Limited (ACN 079 544 513).
- 1.2. 'Constitution' means the current Constitution of The Australian Medical Students' Association Limited (ACN 079 544 513) as varied or amended from time to time.
- 1.3. 'Designated Accommodation Venue' means the hotel or other accommodation venue designated by the Organising Committee or the Executive for the conduct of the Event.
- 1.4. 'Event' or 'Events' means any events run by AMSA including, but not limited to, the National Convention, Global Health Conference, and National Leadership Development Seminar.
- 1.5. 'Executive' means the voluntary management team of ASMA as defined in Part 2 of the Constitution.
- 1.6. 'Intellectual Property' means copyright, all present and future rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields;
- 1.7. 'Medical Student' is as defined in Part2 of the Constitution.
- 1.8. 'MedSoc' is as defined in Part 2 of the Constitution.
- 1.9. 'Organising Committee' means the committee of students charged with organising the event.
- 1.10. 'Participant' means any person in attendance at the event who is registered as a participant with the organising committee of the Event and a reference to 'I' or 'me' shall have a corresponding meaning.
- 1.11. 'Representative' has the meaning given to it in Part 2 of the Constitution.
- 1.12. 'Terms and Conditions' means this document.
- 1.13. 'Venue' means any venue of the event including for academic and social purposes.
- 1.14. 'Website' means the website of AMSA. The Uniform Resource Locator (URL) for the home page is currently: <http://www.amsa.org.au>.
- 1.15. 'Welfare Officer' means any person who has been delegated by the organising committee at an event to provide support to participants, this includes medical students or external professional organisation.

#### 2. General

- 2.1. Despite any other term contained in these Terms and Conditions, and to the maximum extent permitted by law, I hereby release the AMSA and participating universities, their employees, agents, students, organisers and sponsors of the Events from any liability in relation to or in connection with

any incidents or activities resulting, either directly or indirectly, from an Event including, but not limited to:

- 2.1.1. Negligence including failure to use such care as a reasonable person would use in the circumstances for any loss, damage to property, expenses, personal injuries (including death);
  - 2.1.2. Breach of any other duty imposed by law (including occupiers liability), and;
  - 2.1.3. Breach of any contract directly or indirectly incurred by or arising by reason of any word or act of any person, event, representation or misrepresentation arising in connection to Events.
  - 2.2. I agree to indemnify the AMSA and agree to keep the AMSA always indemnified from and against all loss, damage, expense or claim which the AMSA may incur, including to a third party, in respect of or arising out of any wilful or negligent damage caused by me to persons or property during Events.
  - 2.3. That alcohol will be served and consumed at the Event in compliance with all relevant state statutes relating to the responsible service of alcohol.
  - 2.4. I will comply with the AMSA Code of Conduct set out below and I release any other participating universities, their employees, agents, students and organisers of Events for any breach in observance of this Code of Conduct by any person whomsoever.
  - 2.5. I agree that I will take responsibility for my own safety, wellbeing and security of my personal property while attending any Events.
  - 2.6. That I will be 16 years of age or over on the commencement date of the Event and agree to present such proof of age immediately if requested by the organisers of the Events, its nominated personnel or its service providers.
  - 2.7. I agree that if I am under 18 years of age on the commencement date of the Event, I must provide written permission from my parent/guardian before I will be granted entry to the event.
  - 2.8. I agree that if I am under 18 years of age on the commencement date of the Event that I will be denied entry to any event where service of alcohol will be provided.
  - 2.9. That I am a medical student.
3. Code of Conduct
- 3.1. Participants acknowledge that their behaviour reflects on AMSA, other participating universities, their own university and medical students in general. Participants must at all times act in an appropriate manner, this includes, but is not limited to:
    - 3.1.1. Adherence to the terms and conditions of the Designated Accommodation Venue;
    - 3.1.2. Adherence to these Terms and Conditions;
    - 3.1.3. Not acting in a way which constitutes a nuisance or danger to any other person or property of the Venue or the Designated Accommodation;
    - 3.1.4. Giving consideration to other guests at the Venue or the Designated Accommodation Venue who are not attending the Event;
    - 3.1.5. Not acting in any way which may injure or prejudice the reputation of the AMSA, the Participant's university, other participating universities or medical students in general;
    - 3.1.6. Behaving in a way that is not discriminative to others, whether sexually, racially, culturally or otherwise;
    - 3.1.7. Accepting that there will be no tolerance of violence or sexual harassment and that appropriate authorities will be notified if such conduct occurs;

- 3.1.8. Not hindering or obstructing any member of a police force or emergency services in the exercise or discharge of their functions at the Venue or the Designated Accommodation venue;
  - 3.1.9. Complying with any reasonable direction provided to the Participant by the AMSA or its agents, including but not limited to the AMSA Executive and the Organising Committee;
  - 3.1.10. Not smoking on the premises of any Venue or Designated Accommodation Venue,
  - 3.1.11. Accepting that the possession or use of illegal substances at any time during Events is not permitted, and that the appropriate authorities may be notified if such behaviour occurs;
  - 3.1.12. Taking responsibility for their own safety and wellbeing. Participants are in no way obliged to participate in any event that they do not feel able to safely participate in. Participants should seek the assistance of an appointed Welfare Officer or the Event organisers if required or if they consider their safety or wellbeing is at risk;
  - 3.1.13. Notifying the Welfare Officer (if applicable) or event organisers if they have concerns about the wellbeing of another Participant;
  - 3.1.14. Complying with all applicable Federal, State and local laws and regulations whilst attending Events.
4. Failure to Comply with Code of Conduct
  - 4.1. The Organising Committee in conjunction with the AMSA Executive may refuse entry to or eject any Participant who acts or does or who, in the opinion of the Organising Committee or the AMSA Executive, may act or do anything inconsistent with the Code of Conduct for the behaviour of Participants attending the Event outlined in clause 3.
  - 4.2. Where a Participant is refused entry to or ejected from an Event in accordance with clause 4.1 it will be at the Participant's own expense and the Participant acknowledges and agrees that they will not be entitled to any refund of any registration, accommodation or other fees paid to the AMSA with respect to the Event.
  - 4.3. Failure to comply with the Code of Conduct outlined in clause 3 may result in relevant authorities being notified and relevant parties providing information to the authorities if requested.
5. Accuracy of Information
  - 5.1. Whilst every effort has been made to ensure that information in these Terms and Conditions is accurate, AMSA, participating Universities, their employees, agents, students, organisers and sponsors of Events will not accept any liability for any loss or damage which may be incurred by any person acting in reliance upon the information contained within these Terms and Conditions.
6. Event Program
  - 6.1. AMSA, participating Universities, their employees, agents, students, organisers and sponsors of Events reserve the right to add, withdraw, reschedule or substitute any element of an Event and / or vary advertised programs, prices and venues without notice.
7. Cancellation Policy
  - 7.1. Once payment of the registration fee and/or accommodation fees have been received, no refunds (in part or whole) will be made except:
    - 7.1.1. where required by any law which applies within the State or Territory in which the Event is held (including, for the avoidance of doubt, the Australian Consumer Law); or

7.1.2. under such extenuating circumstances as determined at the discretion of the Organising Committee of the Event and on such conditions as the Organising Committee in their sole discretion may apply.

## 8. Accommodation

- 8.1. Accommodation may be provided to participants at AMSA events through the organising committee under a variety of arrangements
- 8.2. Rooms in the Designated Accommodation Venue will be allocated by the Organising Committee. Participants may provide the name of fellow Participants with whom they wish to share accommodation, and the Organising Committee will endeavour to meet such requests. However, under no circumstances will the Organising Committee guarantee that any such requests for accommodation sharing be fulfilled.
- 8.3. Any damage or fees above and beyond the base room rate shall be the responsibility of the occupants of the room. The Designated Accommodation Venue may require a cash or credit card deposit. All such arrangements are strictly between the Designated Accommodation Venue and the Participants staying in the room.
- 8.4. In the event of any damage to the Designated Accommodation Venue or breach of the Designated Accommodation Venue's policies and procedures, AMSA, participating Universities, their employees, agents, students, organisers and sponsors of Events will not accept any liability and may, if requested, provide relevant information to the Designated Accommodation Venue's staff and management if requested

## 9. Photography and Video Waiver and Release

- 9.1. By agreeing to these Terms and Conditions, I consent to photos, videos or other images or recordings of me being taken, used and/or reproduced for the purposes of advertising, media, publicity, publication, web display, general display, or for any other purpose in whole or in part, for an undefined period of time.
- 9.2. I hereby waive any interest that I may have in the copyright or Intellectual property of the photograph(s) now or at any future time and state that I do not expect to receive any payment or consideration in respect to them.
- 9.3. I release AMSA, its employees and agents from any liability (including consequential loss) connected with the publication, reproduction, release or other use of these materials.

## 10. Privacy Policy

- 10.1. AMSA will store your personal information in accordance with its Privacy Policy,

## 11. Interpretation

- 11.1. It is acknowledged and agreed that where in these Terms and Conditions the context requires or admits:
  - 11.1.1. Words importing the singular number include the plural number and vice versa;
  - 11.1.2. The masculine gender shall be read as also importing the feminine or other gender as the case may require;
  - 11.1.3. In these Terms and Conditions headings are for convenience of reference only and do not affect interpretation.