

# Terms and Conditions of Registration and Attendance for Corporate Events

## Variety WA – The Children’s Charity

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### 1. Agreement

These Terms and Conditions form a legally binding agreement between you (“You”, “Your”) and Variety WA – The Children’s Charity (ABN 14 020 124 537) (“Variety WA”, “We”, “Us”, “Our”) in relation to your registration for and attendance at any Variety WA event (“Event”).

### 2. Your Capacity

You enter into this agreement in your personal capacity and, if applicable, on behalf of:

- any organisation you represent; and
- any person you register for the Event (each a “Relevant Person”).

You warrant that you:

- have authority to agree to these Terms on behalf of all Relevant Persons;
- have provided these Terms to all Relevant Persons; and
- have obtained consent to provide their personal information to Variety WA.

### 3. Compliance with Venue Requirements

You must comply with all conditions of entry applicable to the venue at which the Event is held and follow any lawful and reasonable directions always given by venue staff or Variety WA representatives.

### 4. Payment

Full payment (in Australian dollars) of all applicable fees must be made at the time of registration via the approved payment method. All prices are inclusive of GST where applicable. Variety WA can accept payment via credit card through our approved payment platforms. Corporate or group bookings may request invoice-based payment with prior written approval from Variety WA. Any request for purchase order or invoice payment must be made at the time of registration by contacting [events@varietywa.org.au](mailto:events@varietywa.org.au).

### 5. Cancellation by You

If you are unable to attend, you must notify Variety WA via email to [events@varietywa.org.au](mailto:events@varietywa.org.au).

Refunds will be issued as follows (unless otherwise specified for a particular Event):

- More than 30 days prior to the Event – Full refund
- More than 15 days but less than 30 days prior to the Event – 50% refund
- 15 days or less prior to the Event – No refund

All refunds will be returned to the original payment method within 10 business days of your cancellation being confirmed. Where an early bird or discounted rate was paid, the refund will be based on the amount actually paid, not the full ticket price.

#### No-Show Policy

If you do not attend the Event without prior notification to Variety WA, no refund will be issued. This applies regardless of the reason for non-attendance.

### **Part-Cancellations (Group Bookings)**

If you have registered a group and wish to reduce the number of attendees, the standard cancellation timeframes and refund percentages above apply to each individual ticket cancelled. No refund will be issued for tickets cancelled 15 days or less before the Event.

If you do not receive confirmation of your cancellation within two (2) business days, you must contact Variety WA.

## **6. Cancellation, Postponement or Changes by Variety WA**

Variety WA reserves the right to cancel, postpone, reschedule, or significantly alter an Event at any time for any reason, including but not limited to safety, operational, or unforeseen circumstances.

If an Event is cancelled, a full refund of registration fees paid will be provided to the original payment method within 10 business days.

If an Event is postponed or rescheduled, you may:

- transfer your registration to the new date; or
- request a full refund if you cannot attend the rescheduled date.

To the maximum extent permitted by law, Variety WA is not liable for any additional costs incurred by you, including travel, accommodation, or other expenses.

## **7. Event Changes**

Variety WA may make changes to an Event at any time, including:

- date, venue, or location
- program content or schedule
- speakers, entertainment, or activities

Variety WA will use reasonable efforts to provide suitable alternatives where possible.

## **8. Your Conduct**

You must at all times:

- behave respectfully and not engage in offensive or inappropriate conduct;
- consume alcohol responsibly (if applicable);
- not endanger the health or safety of others;
- comply with all lawful directions from Variety WA or venue staff; and
- refrain from engaging in any unauthorised commercial activity, solicitation, or promotion at the Event without prior written approval from Variety WA.

Variety WA reserves the right to refuse entry or remove any person from an Event without refund if these conditions are breached.

## **9. Release of Liability**

To the extent permitted by law, you release Variety WA from all liability for any loss, damage, injury, or claim arising from your attendance at an Event, except where caused by Variety WA's negligence.

## **10. Limitation of Liability**

To the extent permitted under Australian Consumer Law:

- Variety WA's liability for goods or services is limited to resupply or replacement; and
- Variety WA is not liable for indirect, incidental, or consequential loss, including loss of enjoyment, revenue, or opportunity.

Any liability is limited to the amount paid for your Event registration.

## **11. Third-Party Suppliers**

Goods and services provided at Events (e.g. catering, entertainment, venue services) may be supplied by third parties.

Variety WA:

- is not responsible for their actions or omissions; and
- does not endorse the views or content of speakers, sponsors, or attendees.

## 12. Indemnity

You agree to indemnify Variety WA against any loss, damage, or expense (including legal costs) arising from your breach of these Terms or your negligent or unlawful conduct.

## 13. Responsibility for Relevant Persons

If you register others, you are responsible for ensuring they comply with these Terms.

## 14. Photography and Media

You acknowledge and agree that:

- Variety WA may photograph, film, or record Events;
- your image, voice, or likeness may be used for promotional purposes without compensation;
- you may take personal photos or videos, provided they are non-commercial and respectful of others' privacy; and
- audio or visual recording of speakers or Event content for commercial use or redistribution is strictly prohibited without prior written approval from Variety WA.

If you do not wish to be photographed or recorded, you must notify Variety WA in writing prior to the Event by emailing [events@varietywa.org.au](mailto:events@varietywa.org.au). Variety WA will use reasonable efforts to accommodate such requests but cannot guarantee that you will not be captured incidentally in Event media.

## 15. Privacy

Variety WA will collect and use personal information in accordance with the Privacy Act 1988 (Cth) and its Privacy Policy.

Your information may be shared with service providers where necessary to deliver Events.

## 16. Data Processing Consent

### Why we collect your personal data

Variety WA is committed to protecting the privacy of all personal data you provide in connection with Event registration. The following information explains how your data is used, stored, and disclosed so that you are fully informed prior to providing your consent.

### Data Controller Details

Variety WA Incorporated  
102 Burswood Rd, Burswood WA 6100

### Data Protection Officer

Executive and Operations Manager  
Phone: 08 9355 3655  
Email: [info@varietywa.org.au](mailto:info@varietywa.org.au)

### What we do with your data

We collect and process your personal data to:

- facilitate your Event registration; and
- communicate with you about the Event and other Variety WA events and activities.

We will not share your personal data with third parties except where necessary to provide services to you or as required by law.

### Who may access your personal data

Your personal data may be shared with service providers engaged by Variety WA to deliver Event-related services, including:

- Humanitix, Raisely, or Monday.com (event registration platforms)
- Stripe (payment processing)
- Salesforce (Variety WA CRM system)
- Variety WA staff and authorised representatives

### Data retention

Your personal data will be stored for up to 60 months following the conclusion of the Event. For further information about how we handle your personal data, please refer to our Privacy Policy.

## 17. Transfer of Registration

You may transfer your registration to another person with prior approval from Variety WA. No refunds will be issued for transferred tickets. Where a registration is transferred, the new attendee is bound by these Terms and the original registrant remains responsible for ensuring the new attendee is aware of and complies with them. If the new attendee subsequently cancels, no refund will be issued.

## 18. Health and Safety

### Medical Emergencies

Variety WA will ensure that basic first aid provisions are available at all Events. However, you acknowledge that:

- you attend the Event at your own risk in relation to any pre-existing medical condition;
- you are responsible for carrying any medication or medical equipment required for your personal needs; and
- you must notify Variety WA prior to the Event of any medical condition that may require assistance during the Event by emailing [events@varietywa.org.au](mailto:events@varietywa.org.au).

Variety WA is not liable for any medical emergency arising from a pre-existing condition or circumstances beyond its reasonable control.

### Unwell Attendees

Variety WA reserves the right to refuse entry to or remove any attendee who appears unwell in a manner that, in Variety WA's reasonable opinion, poses a risk to the health or safety of other attendees or staff. No refund will be issued in these circumstances.

### Alcohol Management

Where alcohol is served at an Event, Variety WA will comply with its responsible service of alcohol obligations. You agree to consume alcohol responsibly and acknowledge that Variety WA reserves the right to refuse service to or remove any attendee who is intoxicated or whose behaviour poses a risk to others. No refund will be issued in these circumstances.

### Emergency Evacuation

You agree to follow all emergency procedures and directions given by Variety WA representatives or venue staff in the event of an emergency evacuation. To the extent permitted by law, Variety WA is not liable for any loss, delay, or additional costs arising from an emergency evacuation.

## 19. Governing Law

These Terms are governed by the laws of Western Australia, and you submit to the non-exclusive jurisdiction of its courts.

## 20. Force Majeure

Variety WA is not liable for any failure or delay in holding an Event due to circumstances beyond its reasonable control, including but not limited to natural disasters, public health events, government restrictions, or venue unavailability.

## 21. Notices

Notices to you will be sent to your registered email address.

Notices to Variety WA must be sent to: [events@varietywa.org.au](mailto:events@varietywa.org.au)

## 22. Intellectual Property

All content presented at Events, including presentations, materials, and program content, remains the intellectual property of Variety WA or the relevant content owner. You must not reproduce, distribute, or commercially exploit any Event content without prior written consent from Variety WA.

Recording of Event content, including audio and video recording of speakers or presentations, is not permitted without prior written approval from Variety WA.

## 23. Dispute Resolution

If you have a complaint or dispute arising from your registration or attendance at an Event, you must follow this process before taking any legal action:

### Step 1 – Internal Complaint

You must notify Variety WA in writing by emailing [events@varietywa.org.au](mailto:events@varietywa.org.au), setting out the nature of your complaint and the outcome you are seeking. Variety WA will acknowledge your complaint within five (5) business days and endeavour to resolve it within fifteen (15) business days.

### Step 2 – Mediation

If the dispute is not resolved through Step 1, either party may refer the matter to mediation. The mediator will be agreed upon by both parties, or if no agreement is reached, appointed by the Australian Disputes Centre. The costs of mediation will be shared equally unless otherwise agreed.

### Step 3 – Legal Proceedings

If mediation does not resolve the dispute, either party may pursue the matter through the courts in accordance with clause 19 (Governing Law).

Nothing in this clause prevents Variety WA from seeking urgent injunctive or equitable relief where necessary.

## 24. Event-Specific Terms

Variety WA may, at its discretion, publish additional terms and conditions applicable to a specific Event (“Event-Specific Terms”), including but not limited to pricing, payment terms, cancellation policies, or attendance requirements. These Event-Specific Terms will be made available on the relevant event ticketing platform or registration site.

By registering for or attending an Event, you agree to be bound by any applicable Event-Specific Terms.

To the extent of any inconsistency between these Terms and the Event-Specific Terms, the Event-Specific Terms will prevail.

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## Contact Us

For all Event enquiries, please contact the Variety WA events team:

Email: [events@varietywa.org.au](mailto:events@varietywa.org.au)

Phone: 08 9355 3655

Website: [varietywa.org.au](http://varietywa.org.au)

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