

## TERMS FOR PARTICIPANTS OF THE FUTURES FORUM

### 1. Introduction

- 1.1 Please read these Terms carefully as they contain important information. You acknowledge that you have read and agree to be bound by these Terms upon:
- ticking the acceptance box on these Terms and returning them to IBA (whether hard copy or electronic); or
  - attending or participating in the Forum.

### 2. Your Obligations

- 2.1 When attending or participating at the Forum, you must:
- respect, observe and comply with any codes of conduct, rules, protocols, policies, procedures and directions made or given by the Operator or IBA (including in relation to: workplace health and safety, first aid and emergency plans; conditions of entry; information technology);
  - participate at the Forum in a collegiate manner that is courteous and respectful to all other participants and to IBA, its staff and contractors, and does not cause disruption to the Forum;
  - be appropriately attired;
  - not defame, abuse, harass or threaten other participants or IBA (including its officers, staff and contractors);
  - not do anything at the Venue or Forum which is dangerous, noxious, offensive, illegal, noisy or objectionable;
  - not do anything that will reasonably be expected to cause the Operator or IBA (including its officers, staff and contractors), embarrassment, negative publicity or reputational harm;
  - not violate any applicable laws or regulations.

### 3. Cancellation or Substitution by You

- 3.1 You agree to immediately notify IBA in writing in the event you are unable to attend the Forum.
- 3.2 You are not permitted to substitute a person in your place without IBA's prior written consent.

### 4. Children

- 4.1 If you wish to bring a child to the Forum, you must obtain IBA's prior written consent. You acknowledge and agree that:
- your child must be accompanied and supervised at all times by a responsible adult whilst at the Venue; and
  - you will be responsible for all matters relating to your child, including but not limited to, all travel, accommodation and food expenses.

### 5. Acknowledgements

- 5.1 You acknowledge and agree that:
- any information provided by IBA (including its officers, staff or contractors), is general in nature and should not be taken as constituting professional advice;
  - IBA makes no representation or warranty with respect to the accuracy, reliability or completeness of such information;

- any reliance or other use of the information, materials, opinions or advice provided shall be entirely at your own risk.

### 6. IBA's Rights

- 6.1 IBA reserves the right at any time to:
- modify the format, speakers, content, location and timing or any other aspect of the Forum;
  - postpone or cancel the Forum or any part of the Forum.
- 6.2 If you breach these Terms, IBA reserve the right to do any of the following in relation to your participation in the Forum:
- permanently or temporarily prevent your access to the Venue or the Forum;
  - immediately suspend or terminate your participation in the Forum,
- and, at our option, take any appropriate legal action against you.

### 7. Privacy Statement

- 7.1 In order for IBA to provide the Forum, IBA and its contractors must collect and hold information about you, including personal information (**Your Information**). If we don't collect Your Information, it will not be possible for:
- you to attend or participate in the Forum;
  - us to provide you with services, notices or materials related to the Forum.
- 7.2 Your personal information will be handled in accordance with IBA's privacy policy, which is available on our website at [www.iba.gov.au](http://www.iba.gov.au).
- 7.3 You authorise us to collect, store, use and disclose Your Information for:
- any purpose that is reasonably necessary for us to deliver or manage the Forum and other Forum-related activities;
  - reporting purposes (including, in reports in relation to the Forum which may be disclosed to other participants and key stakeholders (including the Commonwealth));
  - advertising, promotional and educational purposes, including but not limited, to:
    - print media such as publications, brochures, newspapers, reports, news stories and media releases;
    - audio visual recordings; and
    - internet based media such as websites, social media and web pages.
- 7.4 Unless expressly authorised by IBA, you are prohibited from taking any photography, audio or visual recording or transmission at the Forum.
- 7.5 You acknowledge and agree that you may be filmed, sound recorded and/or photographed by IBA or any other party at the Forum.

### 8. Intellectual Property

- 8.1 Title to, and intellectual property rights in, any materials or information created **for the** Forum (including, by you in the course of your participation at the Forum), vests in IBA immediately upon creation.
- 8.2 If you provide any pre-existing materials or information at the Forum, you grant IBA

(including its officers, staff or contractors) an irrevocable, royalty free, perpetual, world-wide licence to use, adapt, sub-licence and share the intellectual property rights in such material or information, to the extent reasonably necessary for IBA to deliver or manage the Forum and other Forum-related activities.

## 9. Liability

9.1 Except for any liability that cannot be excluded by law, IBA (including its officers, staff and contractors) will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that you may incur or suffer arising out of or in connection with the Forum.

## 10. Indemnity

10.1 You must at all times indemnify IBA (including its officers, staff and contractors) (the **Indemnified Persons**) against all claims, losses, damages and expenses or liability incurred or suffered by the Indemnified Persons arising from any:

- negligent or unlawful act or omission by you;
- breach by you of your obligations under these Terms;
- any damage to the Venue or any goods located at the Venue; and
- action or claim for alleged infringement of any intellectual property rights or moral rights of any third party,

except to the extent that any act or omission, on the part of the Indemnified Persons contributed to the claim, loss or damage.

## 11. Miscellaneous

11.1 These Terms constitute the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to its subject matter.

11.2 IBA reserves the right to amend these Terms at any time, by direct notification to you or via its website ([www.iba.gov.au](http://www.iba.gov.au)).

11.3 You must not, without IBA's consent in writing assign your rights under these Terms.

11.4 These Terms do not create a relationship of employment, agency or partnership between the parties and you must not represent yourself as being an officer, employee, partner or agent of IBA, or as otherwise able to bind or represent IBA.

11.5 Clauses 7 to 10, 11.5 and 11.6 shall survive notwithstanding the completion of the Forum.

11.6 These Terms shall be governed by the laws of Australian Capital Territory and the Commonwealth of Australia and the parties agree to submit to the jurisdiction of that State and the Commonwealth respectively.

11.7 A term or part of a term of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining terms or parts of the terms of these Terms continue in force.

## 12. Definitions

12.1 In these Terms:

**Forum** means the event known as the 'Futures Forum' organised by IBA.

**Operator** means the operator of the venue for the Forum

**IBA** means Indigenous Business Australia.

**Venue** means the Venue of the Forum

**Terms** means these terms and conditions.

## 13. Interpretation

13.1 In these Terms, except where the contrary intention is expressed:

- the singular includes the plural and vice versa, and a gender includes other genders;
- another grammatical form of a defined word or expression has a corresponding meaning;
- a reference to a party includes the party's executors, administrators, successors and permitted assignees and substitutes;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Terms or any part of it;
- the word 'include', or other grammatical form of it, is not a word of limitation;
- headings are for ease of reference only and do not affect interpretation.