



TERMS AND CONDITIONS

Queensland Alliance for Mental Health (“QAMH”) CONFERENCE 2019

These terms and conditions apply to the QAMH 2019 Conference (“Conference”). Participating in the Conference including by purchasing a Conference ticket, is deemed acceptance of these terms and conditions.

Conference attendees and interested parties should review the Ticketing FAQ for general information.

1. Categories of Ticketing

- (1) There are 4 categories of tickets available for purchase, defined as:
 - (a) General ticket
 - (i) A general ticket is available for purchase by any member of the public at large.
 - (b) Member ticket
 - (i) QAMH member tickets are available to anyone who is an employee or volunteer of an organisation that is a current general, industry or individual member of QAMH.
 - (ii) A list of current members is available at: <https://www.qamh.org.au/membership/our-members/>
 - (c) Carer/consumer ticket
 - (i) A carer/consumer ticket is available for purchase by any individual who is a carer of a Conference attendee and/or consumer.
 - (ii) A carer is anyone who provides unpaid care and assistance to a family member, partner or friend who requires assistance because of an illness, frailty, disability, mental health problem or an addiction and who cannot cope without their carer’s support.
 - (iii) A consumer is anyone who identifies as having a current or past lived experience of psychological or emotional issues, distress or problems, irrespective of whether they have a diagnosed mental illness and/or have received treatment. Other ways people may choose to describe themselves include “peer”, “survivor”, “person with a lived experience” and “expert by experience”.
 - (d) Student ticket
 - (i) A student ticket is available for purchase by any student who is studying full time. Student tickets are available for purchase at a discounted rate.
 - (ii) A student is defined as a holder of a current and valid student identification card from a recognised tertiary or secondary educational institution or a holder of an international student card (submitted in English). QAMH reserves the right to request the holder of a student ticket to produce their student identification card at any time up to and including the delivery of the Conference.



- (2) QAMH reserves the right to cancel any tickets (with or without a refund to the purchaser) which are issued to a person who has purchased, or attempted to purchase, whether intentionally or unintentionally, a ticket in a category for which the person does not qualify.
- (3) All costs associated with attending the Conference will be the sole responsibility of each attendee.

2. Cancellation of registration by ticket holder

- (1) Where there has been a cancellation of registration by a ticket holder and written notification of cancellation has been provided to QAMH:
 - (a) prior to 7 October 2019 – the ticket holder will be eligible for a refund equal to the purchase price of the ticket less the booking or administration fee determined by Eventbrite in its sole discretion;
 - (b) on or after 7 October 2019 – the ticket holder will not be eligible for a refund. All costs of or associated with purchasing the ticket will be forfeited.
- (2) Where there has been a cancellation of a registration by a ticket holder and the ticket holder has not provided notification of cancellation to QAMH, the ticket holder will not be eligible for a refund. All costs of or associated with purchasing the ticket will be forfeited.

3. Request for transfer of ticket

- (1) For the purposes of these terms and conditions, “transfer of ticket” means the original purchaser of the ticket (transferor) requests the ticket be transferred to another nominated individual (transferee).
- (2) Any request for transfer of ticket:
 - (a) which is notified to QAMH in writing prior to 7 October 2019 will be eligible for a transfer of the ticket name and rights attached to that ticket. QAMH will be responsible for transfer of the ticket to the transferee;
 - (b) which is notified to QAMH in writing on or after 7 October 2019 will not be transferred and the transferee will not be eligible to attend in the place of the transferor;
 - (c) which is not notified to QAMH in writing will not be transferred and the transferee will not be eligible to attend in the place of the transferor.
- (3) Where there is a transfer of ticket:
 - (d) QAMH bears no liability for any arrangement between the transferor and the transferee,
 - (e) QAMH will only upon written instructions from the transferor in relation to the transfer of ticket.
 - (f) The transferee accepts that upon receipt of written instructions from the transferor to QAMH in relation to the transfer of ticket, QAMH are not required to make any further enquiries into the nature, purpose or terms of the transfer.



4. Cancellation of conference by QAMH

- (1) In the event of war, terrorism, state of emergency, disaster or any other reason beyond the control of QAMH, QAMH reserves the right to cancel, terminate, modify or suspend the Conference subject to any written directions from a relevant regulatory authority.
- (2) In the event that QAMH is required to cancel the Conference, all reasonable efforts will be made to notify conference attendees at the earliest convenience. Should the Conference be cancelled by QAMH, QAMH will refund the cost of the tickets sold at the time of cancellation. QAMH is not liable for, and does not provide any indemnity for, any other costs incurred by attendees or prospective attendees in relation to the Conference or any costs associated with the Conference including but not limited to travel and accommodation costs.

5. Code of Conduct

- (1) Whilst attending the Conference, Conference attendees must:
 - (a) be honest, truthful and fully co-operative in all dealings with QAMH;
 - (b) comply with all relevant Australian, Queensland and local legislation;
 - (c) comply with all reasonable directions from QAMH including its directors, employees, contractors or agents;
 - (d) not bring the reputation of QAMH or the conference into disrepute in any way;
 - (e) not act in a way that threatens or harms, or is likely to threaten or harm, the health or wellbeing of another person;
 - (f) not engage in harassment or sexual harassment in any manner, form or medium (including in person, in writing or online). Harassment is any unwanted action, and sexual harassment is any unwanted sexual action, that:
 - (i) involves a stated or implicit threat to the victim's general wellbeing; or
 - (ii) has the purpose or effect of interfering with or restricting another person's participation in the conference; or
 - (iii) Creates an intimidating or offensive living or work environment.
 - (g) not engage in behaviour to shame, humiliate, belittle or degrade others, or otherwise emotionally abuse others;
 - (h) not discriminate against another person on the basis of a protected attribute. Discrimination is any direct or indirect discrimination which is brought about by differential treatment of a person on the basis of an attribute, that:
 - (i) has the purpose or effect of interfering with or restricting another person's participation in the conference or the performance of their duties; or
 - (ii) creates an intimidating or offensive living or work environment.
 - (i) always treat other persons with dignity or respect, regardless of attribute;
 - (j) not coerce any person by any means to consume alcohol, tobacco, or any other substance; and



- (k) For any component of the Conference that is alcohol free, not consume any amount of alcohol or drugs at any time during the event with the exception of caffeine or bona fide medicine.

6. Failure to Comply with Terms and Conditions

- (1) Any breach of these terms and conditions may result in immediate cancellation and removal from the Conference venue at the sole discretion of QAMH or its directors, employees, contractors or agents.
- (2) QAMH reserves the right to impose additional conditions on attendees who choose to continue to participate in the Conference following a breach of these terms and conditions. The additional conditions may be required or imposed at the sole discretion of QAMH (including its directors, employees, contractors or agents).
- (3) Any decision made by QAMH or its directors, employees, contractors or agents in relation to these terms and conditions will be final and binding, and no party will be entitled to a statement of reasons for the decision.
- (4) In the event that any conduct constitutes a breach of these terms and conditions, QAMH or its directors, employees, contractors or agents retain and reserve the right to notify relevant authorities of such conduct. QAMH accepts no responsibility for any further action taken against a conference attendee by any relevant authority.

7. Liability

- (1) By accepting the terms and conditions, each attendee accepts that he or she has been notified that QAMH possesses public liability insurance up to the value of \$20,000,000.
- (2) The following terms apply to the operation of liability at, or in connection to, the Conference:
 - (a) QAMH's aggregate liability to each attendee, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with any booking (or requested booking) made by an attendee or otherwise in relation to the Conference, shall be limited to the price paid by the attendee in respect of your booking to attend the Conference (not including any additional costs including but not limited to travel and accommodation costs).
 - (b) QAMH will not be liable to any attendee for:
 - (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill; or
 - (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.
 - (c) Nothing in these Terms and Conditions shall limit or exclude either party's liability for:
 - (i) death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors; or
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) any other liability which cannot be limited or excluded by applicable law.



8. Privacy and Use of Information

- (1) QAMH is committed to protecting the personal and sensitive information it collects from all individuals in accordance with the Privacy Act 1988 (Cth).
- (2) QAMH collects personal information, including photography and videography:
 - (a) for the purposes of planning and conducting the Conference including making or confirming arrangements for your participation (including, but not limited to, making your accommodation booking);
 - (b) for publication in the Conference Delegate List;
 - (c) for the purpose of providing each attendee with information of other relevant events in their area of interest;
 - (d) for the production of Conference marketing materials or for other media purposes; and
 - (e) Any other purpose materially incidental to (a)-(d).
- (3) QAMH will not collect sensitive information about an individual unless:
 - (a) the individual has consented, in writing or otherwise; or
 - (b) the collection is required by law; or
 - (c) the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual.
- (4) QAMH will not use or disclose personal information about an individual for a purpose (the "secondary purpose") other than the primary purpose of collection unless:
 - (a) both of the following apply:
 - (i) the secondary purpose is related to the primary purpose of collection; and
 - (ii) the individual would reasonably expect QAMH to use or disclose the information for the secondary purpose; and
 - (b) the individual has consented to the use or disclosure.
- (5) QAMH will not, for profit, sell images or audio of Conference attendees to third parties.
- (6) QAMH will take reasonable steps to protect the personal information it holds from misuse, loss and unauthorised access, modification or disclosure.
- (7) Where this stored information is compromised or subject to a Data Breach, QAMH will follow a Data Breach response plan which will, where appropriate, execute one or more steps in the following order, as recommended by the Office of the Australian Information Commissioner:
 - (a) contain the Data Breach;
 - (b) assess the Data Breach and its risks;
 - (c) consider whether or not to notify individuals of a suspected Data Breach; and
 - (d) review the data breach incident and develop a strategy to prevent such an incident from occurring in the future.



9. Revocation of Consent

- (1) A Conference attendee may revoke his or her consent to these terms and conditions at any time by notice in writing to QAMH.
- (2) A Conference attendee may partially withdraw his or her consent to the use of his or her information for a particular purpose at any time by notice in writing to QAMH.
- (3) Each Conference attendee is entitled to request access to, or be provided with a copy of, any information held about them by QAMH for the purposes of the Conference by written application to QAMH.

10. Terms and Conditions Prevail

- (1) The QAMH has published a FAQ to assist with accessibility of the ticket purchase process. In the event of any inconsistency between these terms and conditions and the FAQ or any other information published on the QAMH website, these terms and conditions will prevail.
- (2) Where a representation is made contrary to the terms and conditions, the onus is placed upon the individual to confirm their understanding by reference to these terms and conditions.

11. Laws

- (1) The laws of Queensland and Australia apply to the Conference and these terms of conditions to the exclusion of any other law. Conference attendees and ticket holders submit to the exclusive jurisdiction of the courts of Queensland and Australia, as the case may be.