

## **10<sup>th</sup> Carbon Farming Industry Forum (Forum)**

### **TERMS & CONDITIONS**

#### **1. INTRODUCTION**

1.1 The Forum is organised and managed by the Carbon Market Institute Limited ('CMI'); a company registered in Australia (ABN 11 146 804 668).

1.2 References to "us" means CMI and references to "we" and "our" will be construed accordingly. Reference to "you" means the person or entity completing a booking request and references to "your" shall be construed accordingly.

1.3 All applications to register a delegate to attend the Forum are made subject to these Terms & Conditions (which will apply to the exclusion of any terms imposed by you).

1.4 You acknowledge and accept that we have the right to publicly announce our business relationship with you which will include but not be limited to announcements on social media. Such announcements will not be disparaging.

1.5 A delegate must be at least 18 years of age to register and attend the Forum, unless otherwise agreed. Delegates may be asked to present an official identity card stating their age.

#### **2. BOOKINGS**

2.1 All applications to register for the Forum are subject to availability and you making full payment of the Forum Fee (as defined in clause 3.1 below).

2.2 Confirmation (or rejection) of your booking will be sent to you by email within two (2) working days of our receipt of your booking request.

2.3 Delegate passes issued for use at the Forum are valid for the named attendee only and, subject to clause 4.4 below, cannot be transferred on site or virtually. A delegate may be asked for photographic ID during the conference. If a delegate is unable to provide identification which matches their delegate pass they may be asked to leave the Forum.

#### **3. PRICES AND PAYMENT**

3.1 Our prices for attending the Forum (**Forum Fee**) are set out on the relevant registration booking form and can be obtained from our website.

3.2 You can register and pay the Forum Fee online via our website with Stripe.

3.3 If your preference is to pay the Forum Fee by invoice, once your booking has been confirmed an invoice will be sent to you by email setting out the Forum Fee, relevant payment instructions and terms. Payment of the Forum Fee is due by the earlier of seven (7) days of receipt of this invoice or 10 business days prior to the Summit.

3.4 Credit Card payments are made directly through Stripe to ensure your personal details are kept safe. None of your payment details are stored by CMI.

3.5 If for any reason we have not received payment in full of the Forum Fee by the date of the Forum you (or the attending delegate) may be refused entry to the Forum. We reserve the right to cancel your booking at any time if payment of the Forum Fee is not made.

3.6 You acknowledge and accept that if payment of the Forum Fee is not made in accordance with this clause 3, interest on the overdue balances of the Forum Fee at the Default Interest Rate (as defined below) will be applied to the Forum Fee, computed from and including the due date for payment until but excluding the date on which full payment of that amount is made. Interest accrues daily and is payable on demand by the payee and, if not paid, that interest bears interest in accordance with this clause.

The Default Interest Rate is the greater of zero and the rate which is 2% above the 90 day Australian Bank Bill Swap Reference Rate (Average Bid) administered by ASX Benchmarks Pty Limited (or any other person which takes over the administration of that rate) displayed on page BBSY of the Thomson Reuters Screen (or any replacement Thomson Reuters page which displays that rate) on the first date on which interest accrues on that payment (or if that rate or publication is not published, the rate determined by the payee, acting reasonably, to be the nearest equivalent rate having regard to prevailing market conditions).

#### **4. CHANGES TO THE FORUM AND CANCELLATIONS**

4.1 It may be necessary for reasons beyond our control, Federal and/or State government restrictions (including Federal and/or State border restrictions or quarantine requirements), or otherwise in order to ensure the health and safety of our delegates, speakers and staff to alter the advertised content, method of delivery, timing and/or location of the Forum or the advertised speakers. We reserve the right to do this at any time.

4.2 Where we change the time and/or location of the Forum, we will provide you with notice of the change and will offer you the choice of either a credit for a future Forum or event being organised by CMI (up to the value of sums paid by you in respect of the Forum), the opportunity to attend the Forum as varied or the opportunity to transfer your ticket to a colleague.

4.3 a. If you (or your delegate) are unable to attend the Forum as changed and do not wish to take advantage of a credit for a future Forum or event, we welcome substitute delegates attending in your place (or in the place of your delegate), at no extra cost, provided we have at least 2 days prior notice of the name of your proposed substitute and have received payment in full. Please notify us of any substitutions by email at: [Claire.reid@carbonmarketinstitute.org](mailto:Claire.reid@carbonmarketinstitute.org)

4.4.b If you have purchased an in-person registration and you (or your delegate) are unable to attend the conference due to illness, government restrictions (including State border restrictions or quarantine requirements), but the event is still proceeding, you need to notify CMI via email 2 days prior to the event and you will have the following options (providing proof of location is supplied):

- i) Transfer your in-person registration to a colleague;
- ii) Transfer your in-person registration to an in-person registration for the CMI 2027 Forum.

If your selection has not been received in writing 2 days prior to the Forum, you will forego the above options and your registration will remain unchanged.

Notwithstanding the requirement for 2 days written notice, the Organiser may after this time and in its sole discretion, accept requests to make change to the registration details as noted above.

4.5 We will not be liable for any loss (including in relation to registration fees paid) caused by the cancellation of the Forum, and you release us from any such loss, where such cancellation is:

- i) due to Force Majeure; or
- ii) considered necessary by CMI (acting reasonably) to ensure the health and safety of delegates, presenters and staff.

The term "**Force Majeure**" for the purposes of this clause 4.5 means any event or circumstance (or series of connected events) beyond our reasonable control including but not limited to war, epidemic or pandemic or quarantine requirements, government directions, hostilities (whether war be declared or not), terrorism, aircraft hijacking, military operation, riot, civil war, rebellion, civil commotion, or unrest, Acts or Regulations of government, refusal to grant visas, explosions, natural disasters, transport delays, transport difficulties and the insolvency of airline carriers. The parties acknowledge and agree the fact that an event or circumstance exists or is continuing at the time the parties enter into these Terms & Conditions does not, by itself, prevent a party from relying on this clause 4 in relation to that event or circumstance.

## 5. CONTENT

5.1 All rights in all presentations, documentation and materials published or otherwise made available as part of the Forum (including but not limited to any audio or audio-visual recording of the conference) ("**Content**") are owned by us or are included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted. You must not, and must procure that your delegate does not, distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you must not (and must procure that each of your delegates does not):

- 5.1.1 upload any Content into any shared system;
- 5.1.2 include any Content in a database;
- 5.1.3 include any Content in a website or on any intranet;
- 5.1.4 transmit, re-circulate or otherwise make available any Content to anyone else;
- 5.1.5 make any commercial use of the Content whatsoever; or
- 5.1.6 use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

5.2 The Content does not necessarily reflect our views or opinions.

5.3 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. We hereby exclude to the fullest extent permitted by law, and you

release us from, all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

5.4 To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time.

## **6. LIABILITY**

6.1 Subject to clause 6.4, our aggregate liability to you (and your delegates), 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, or in connection with, any booking (or requested booking) made by you or otherwise in relation to the Summit, will be limited, in aggregate, to the price paid by you in respect of your booking to attend the conference.

6.2 Subject to clause 6.4, we will not be liable to you (or your delegates) for and you release us, and must procure that your delegates release us, from:

- (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.

6.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you or your delegates (or both) during, or otherwise in relation to, the Forum.

6.4 Nothing in these Terms and Conditions limits or exclude either party's liability for:

- 6.4.1 death or personal injury caused by that party's negligence, or the negligence of that party's delegates, employees, agents or subcontractors;
- 6.4.2 fraud or fraudulent misrepresentation; or
- 6.4.3 any other liability which cannot be limited or excluded by applicable law.

## **7. ANTI-BRIBERY**

7.1 You warrant that you will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption.

7.2 You will promptly report to us any request or demand for any undue influence or other advantage of any kind received by or on behalf of you in connection with the performance of these Terms and Conditions.

7.3 Breach of this clause 7 will be deemed a material breach of these Terms and Conditions.

## **8. GENERAL**

8.1 These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions) contain the entire agreement and understanding between us and supersede all prior agreements, understandings, or arrangements

(both oral and written) relating to the subject matter of these Terms and Conditions and any such document.

8.2 You acknowledge and agree that in registering a delegate place you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms and Conditions.

8.3 These Terms and Conditions do not create, nor may they be construed as creating, any partnership or agency relationship between us.

8.4 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

8.5 Save as set out in Clause 4.4 you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms and Conditions.

8.6 These Terms and Conditions and the rights and obligations of both parties will be governed by, and construed in accordance with, the laws of the state of Victoria and both parties irrevocably agree to submit to the exclusive jurisdiction of the state of Victoria in respect of any dispute which arises hereunder.

## **9. ATTENDANCE**

9.1 Your attendance (or the attendance of your delegate) at the Forum is, always, at the sole discretion of CMI.

9.2 You must always comply with (and procure that your delegates comply with):

- i) these Terms and Conditions;
- ii) any policies imposed by us;
- iii) any terms and conditions imposed by the owner of the venue at which the Forum is being held ("**Venue Owner**"); and
- iv) any reasonable direction given to you by CMI, the Venue Owner, or any of their employees, agents, or contractors,

and CMI reserves the right to immediately terminate the registration of any delegate that it reasonably believes is not complying, or has not complied, with the above terms.

9.3 It is strongly recommended that delegates have travel insurance to cover medical and travel expenses.

## **10. PRIVACY POLICY**

10.1 You acknowledge and agree that, and must procure that your delegates acknowledge and agreed that, in respect of your or your delegates' attendance at the Forum:

i) you or your delegates may be photographed, filmed or recorded; and  
ii) CMI can use your or your delegates' image in any material, including promotional material in connection with the Forum or future Forums,  
without any remuneration to you or your delegate.

## **11. ACCESS TO AND USE OF AN ONLINE EVENT PLATFORM**

11.1 This clause 11 will only apply where the whole or any part of the Forum is delivered virtually.

11.2 You undertake to be responsible for any technical requirements needed to enable you or your delegate to access the Forum website, APP or other platform ("the Event platform") made available to facilitate participation in the Forum.

11.3 We do not guarantee that the Event platform will operate continuously, securely or without errors or interruption.

11.4 You must not attempt (and procure that your delegate does not attempt) to interfere with the proper working of the Event platform.

11.5 You agree to comply, and must procure that your delegate complies, with any website terms of use. CMI may monitor your use of the Event platform to ensure compliance.

11.6 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 will not be liable for and you release us, and must procure that your delegates release us, from 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.

11.7 CMI may issue you, or your delegates, with a username and password. Usernames and passwords are confidential and remain the property of CMI 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 (or your delegate). You hereby agree that you will not permit, and will procure that your delegates do not permit, others to use your or their username or password and you will be and remain liable for the acts of any person using your, or your delegates, username and password.

11.8 Any posts, messages or other materials, information or data you (or your delegates) 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 and must procure that your delegates 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.