

MEMBER SUMMIT 2024 TOGETHER IN HEALTH

14-17 October 2024
JW Marriott Surfers Paradise QLD



Member Registration Terms and Conditions

The IPA Member Summit 2024 (the Member Summit) is organised and run by Independent Pharmacies of Australia Group (IPA) (previously The Platform Alliance Group). By registering to attend the Member Summit you agree to the terms and conditions set out below. These terms and conditions constitute the entire agreement between you and IPA in respect of your attendance at the Member Summit.

Any prior arrangements, agreements, representations, warranties, or undertakings are superseded on submission of your registration form to IPA. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty that is not set out in these terms and conditions. To the maximum extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

IPA reserves the right to amend or replace any of these terms or conditions at its sole discretion and on notice to you by publishing the revised terms and conditions on ipagroup.com/membersummit. These terms were most recently updated on 10/06/2024.

1. REGISTRATION AND PAYMENT

- To register for the Member Summit, delegates must submit a registration form and follow any directions set out on the registration portal.
- Upon successful submission of your completed registration, a confirmation of registration will be sent to your email address (as set out in your registration form).
- If you opt to pay for your registration and accommodation by credit card you will be sent a Tax Invoice on successful submission of your registration.
- If you opt to pay by direct debit or wish to pay in instalments, you will receive a Tax Invoice via email as these transactions are processed by IPA's finance team.
- Please contact IPA's appointed event manager. Eventuate if you do not receive a confirmation email within 24 hours of submitting the registration form.
E: ipasummit@eventuate.com.au
P: +61 (0)3 9116 5644
- You must pay all registration fees, including any late fees (Fees), in full to IPA prior to the start of the Member Summit as directed by the registration portal.
- If you do not make full payment of the Fee prior to the start of the Member Summit, you will be refused entry to the Member Summit.
- Any request to change your registration must be emailed to ipasummit@eventuate.com.au. No such requests can be made over the phone. If you would like to transfer your registration to another delegate, you must first receive approval from IPA by emailing your request to ipasummit@eventuate.com.au.
- IPA reserves the right to refuse the transfer of your registration at IPA's absolute discretion without the requirement to provide you with any reasons for such a refusal.

2. ATTENDANCE

- Your attendance at the Member Summit is, at all times, at the sole discretion of IPA. IPA reserves the right to refuse entry to you to Member Summit or to request that you leave Member Summit without notice for any reason whatsoever.
- If this occurs, then a refund of the registration fee may be facilitated in some circumstances at IPA's sole discretion.
- You must at all times comply with:
 - these terms and conditions;

- any terms and conditions imposed by the JW Marriott (Venue) or any other venue that is part of the Member Summit program; and
- any reasonable direction given to you by IPA, the Venue hosts, or any of their employees, agents, or contractor
- IPA reserves the right to immediately terminate the registration of any delegate that IPA reasonably believes is not complying, or has not complied, with the above terms and conditions. IPA reserves the right to amend any aspect of the Member Summit in response to any COVID-19 restrictions, requirements and/or guidelines from local, State and Federal Governments without prior notice to you. This includes, but is not limited to, the Member Summit Conference programming, presentation room allocation and layout, catering area location and layout, social function formats and trade exhibition layout, opening and closing times.
- Delegates must at all times during the Member Summit comply with all public health directions in relation to COVID-19. Delegates must refrain from attending the Member Summit if they have been instructed to self-isolate or if they experience any symptoms suggestive of COVID-19
 - by attending the Member Summit, delegates agree that they:
 - will abide by any Queensland Government health directive.
 - will practice good hygiene at all times during their attendance at the Member Summit and will adhere to public health rules

3. CANCELLATIONS AND REFUNDS

Registration fees:

If Member Summit is cancelled by IPA or the delegate wishes to cancel their participation in the event, the following cancellation and refund policies apply for the following cancellation periods:

Period	Delegate cancellation
1 June – 14 July	<ul style="list-style-type: none"> \$100 cancellation fee for full registrations \$50 cancellation fee for day registrations OR <ul style="list-style-type: none"> registration transfer (at IPA's discretion)
15 July – 14 Aug	<ul style="list-style-type: none"> 50% cancellation fee OR <ul style="list-style-type: none"> registration transfer (at IPA's discretion) to another delegate at no cost
15 Aug – 14 Sept	<ul style="list-style-type: none"> 75% cancellation fee OR <ul style="list-style-type: none"> registration transfer (at IPA's discretion) to another delegate at no cost
14 Sept – 14 Oct	No refund will be provided

All cancellations must be made in writing to ipasummit@eventuate.com.au. Refunds will be paid within 30 days of the cancellation date.

Accommodation

For accommodation booked through the IPA registration portal if;

- the cancellation is received up to 28 July 2024 will receive a 100% refund.
- Cancellations received after 28 July 2024 will be charged in full; no refund will be provided.

Cancellation, postponement, or relocation of Member Summit:

- IPA reserves the right to cancel, postpone, or relocate Member Summit for any reason at IPA's sole discretion (including, without limitation, by reason of the events listed below (each being a 'Force Majeure Event'):
 - IPA determines, in its sole discretion, that:
 - the venue at which the Member Summit is to be held is unfit for occupancy or
 - The Member Summit will be materially impacted by reason of the elements (including adverse weather events or natural disasters), industrial action or labour disturbance or restraint, boycott, embargo, injunction, an act of war

- all applicable laws;
 - mobilisation of armed forces, civil commotion or riot, emergency declared by a Government agency, action or inaction by a Government agency, a failure of a supplier, public utility or common carrier, or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts of IPA, an epidemic or pandemic (whether or not declared as such by the World Health Organization) or any communicable disease outbreak or public health emergency (including COVID-19 or any related or derivative strains);
 - any other act, occurrence, or non-occurrence has occurred beyond the control of IPA that results in Member Summit being materially impacted.
 - Where clause (a) applies, IPA may elect, in its absolute discretion, to cancel, postpone, or relocate Member Summit or terminate your registration and function tickets, and:
 - IPA must notify you of the cancellation, postponement, relocation, or termination as soon as possible;
 - where IPA has elected to postpone or relocate the Member Summit, any obligation of IPA to you under these terms and conditions will be suspended for the duration of the Force Majeure Event;
 - where IPA elects to cancel Member Summit, these terms and conditions automatically terminate;
 - IPA will not be in breach of these terms and conditions by virtue of the cancellation, postponement, relocation, or termination of Member Summit; and
 - except as set out in clause (c) below, IPA and each of its officers, employees, agents, and contractors will not be liable for any loss, liability, demand, action, claim, judgment, damage, cost, charge, or expense (including any legal cost or expense on a full indemnity basis), professional costs and expenses, or obligation however it arises and whether based in contract, tort, statute, or otherwise, that may be sustained by you as a result of the termination of your registration/function tickets or cancellation, relocation, or postponement of Member Summit.
 - In the event of such termination, cancellation, relocation, or postponement, you expressly waive any liability of IPA and release IPA from all claims for damages such that IPA will have no further liability to you except to refund to the sponsor/exhibitor the amount set out in the cancellation policy above.
- 4. OTHER**
- Audio and video recording
Audio and video recording is strictly not permitted during the Member Summit. If you fail to comply with this term, IPA or its representatives or agents may require you to leave the session or the Member Summit and you may be refused re-entry to the Member Summit at the discretion of IPA or its representatives or agents.
- Disclaimer
- You agree that you attend the Member Summit at your own risk and you assume full responsibility in connection with any liability of any kind arising in connection with your attendance at Member Summit.
 - To the maximum extent permitted by law, you agree that IPA is not liable to you for any loss, damage, injury, or any incidental, indirect, special, consequential, or economic loss or damage (including loss of profits, loss of sales or business, loss of production, loss of agreements or contracts, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill, or loss of reputation, exemplary or punitive damages) whether to person or property and whether arising from or in connection with default, negligence, misconduct, or otherwise by IPA, its employees, officers, agents, representatives, or contractors in connection with the Member Summit.
 - To the maximum extent permitted by law, IPA's maximum aggregate liability to you for any loss, damage, or injury arising out of or in connection with the performance or non-performance of these terms and conditions, however arising, in tort (including negligence), under any statute, custom, law, or any other basis, is limited to the Fees.
- Indemnity
You agree to indemnify IPA and each of its officers, employees, agents, and contractors, including the Venue, from and against all loss or liability for, or in respect of, any claims, demands, judgments, actions, damage, costs, charges, or expenses, and all interests, penalties, and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses arising out of or in connection with or as a consequence of any of your acts or omissions in connection with Member Summit that breach these terms and conditions.
- Privacy and Intellectual Property
You acknowledge and agree that, in respect of your attendance at the Member Summit:
- You may be photographed, filmed, or recorded.
 - IPA can use and disclose your name and image in any material, including promotional material (Material), in connection with Member Summit or future events, without any compensation to you.
- (whether declared or not) or terrorism,
- IPA can use and disclose your personal information for any other purpose in connection with the Member Summit and other IPA events.
 - All right, title, and interest (including intellectual property rights) in the Material will automatically vest in IPA on its creation. To the extent that any intellectual property rights vest in you, you grant IPA an irrevocable non-exclusive, royalty-free license to copy, use, and modify any such materials at IPA's sole discretion;
 - you unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of your moral rights in the Materials and agree to not institute, maintain or support any claim or proceeding for infringement of any such rights;
 - IPA's privacy policy update contains further information about how IPA uses, discloses, and stores personal information. It also contains details about how you can access and seek correction of your personal information; and
 - sponsors have access to name badge scanning software that enables them to "scan" your name badge to capture your contact details (name, company, address, phone and email). IPA is not responsible for the subsequent use, disclosure or other handling of your personal information by any exhibitor or any other person who obtains your personal information using the name badge scanning software.
- Severance
If any provision or part of a provision of this agreement becomes invalid or unenforceable under the law of any jurisdiction, it will be severed in that jurisdiction to the extent of its invalidity or unenforceability. However, this clause does not apply if the severance of the provision would materially affect or alter the nature or commercial effect of the parties' obligations under these terms and conditions.
- Jurisdiction
These terms and conditions and any disputes arising out of or in connection with the subject matter of this document are governed by the laws of Victoria, within the Commonwealth of Australia. Each party submits to the exclusive jurisdiction of the courts of Victoria and the courts of appeal from them, in respect of any proceedings arising out of or in connection with these terms and conditions.
- Survival
Any provision that by its nature is intended to survive the termination of these terms and conditions shall do so (including, but not limited to, each indemnity in these terms and conditions).