

CONFERENCE TERMS AND CONDITIONS

“ETF” or “We” or “Us” means Eventing the Future 2023

“Conference” means the Eventing the Future 2023 Conference to be held on 22 & 23 August at Viaduct Events Centre in Auckland.

CONFIRMATION AND PAYMENT: All applications to register for the Conference are subject to registrants making full payment through the iTICKET platform. You will receive a confirmation email shortly after you complete the registration process from iTICKET with your registration details and your receipt if paid by credit card, or your invoice if selected. Please check your details carefully and notify us immediately if there are any inaccuracies or further details to add (for example, dietary requirements) by email to: info@nzea.co. Once you have submitted your Conference fee payment, a receipt confirming your registration will be sent to you within five (5) business days of receipt of the payment. Admission to the Conference will not be granted unless the Conference fee payment has been received in full.

Please note that the Conference fee does not include any travel or accommodation expenses to attend which you must arrange independently. It is recommended that you arrange travel and medical insurance and ensure the policy covers cancellation of your attendance at the Conference, travel expenses and medical expenses, including any repatriation expenses, and any other Conference-related losses such as injury, damage to property or persons occurring during the Conference.

CANCELLATION POLICY: If your circumstances change and you can no longer attend the Conference, you may cancel your Conference registration by providing email notice to: info@nzea.co. Our Conference fee refund policy is as follows:

- Cancellation 21 days or more before the Conference date: 50% refund of the Conference fee
- Cancellation less than 21 days before Conference date: no refund.

In the event that you cancel your Conference registration, we will provide the refund of the Conference fee to you (if any) within twenty (20) days of receipt of your cancellation notice.

Please note that cancelling your Conference registration does not automatically cancel your accommodation and travel arrangements. You will be responsible for cancelling your travel and accommodation reservations and for any costs or losses which arise or are incurred as a result of the cancellations.

SUBSTITUTIONS: Attendee substitutions are permitted without any fee or penalty up until Thursday 17 August 2023. Substitutions must be notified in writing to: info@nzea.co as soon as possible.

CONFERENCE IDS: Conference-issued name badge and lanyard must be worn while attending the Conference. If you fail to wear your Conference name badge and lanyard during the Conference activities, our representatives may refuse to admit you or remove you from the Conference.

PHOTOGRAPHY: Photographs will be taken throughout the conference. If you attend ETF you may appear in such photographs. ETF may use any photographs obtained for ETF or NZEA marketing, promotional or other business purposes such as ETF or NZEA's communication channels including social media pages.

EXHIBITORS & SPONSORS: Sponsors or exhibitors may ask to scan the QR code on your name badge to capture your contact details. You may be asked to provide your contact details to exhibitors or sponsors at the Conference, which will be completely optional. Please note that if you do provide your contact details to exhibitors and/or sponsors during Conference, you are opting-in to receiving communications from that organisation and you will be subject to its communications and privacy policy and must opt-out with the organisation directly.

ADMITTANCE OR EXPULSION: We reserve the right, in our sole discretion and without any obligation to refund the Conference fee, to refuse admittance to or remove from the Conference anyone that we determine is behaving in a manner that could be disruptive to the Conference, the presenters or any other attendee, or whose actions are deemed to have brought the image or reputation of ETF or the Conference into disrepute. This may include posts on Social Media.

PRESENTERS: It may be necessary for reasons beyond our reasonable control to alter the advertised content or to add, replace or substitute advertised presenters. We reserve the right to do this at any time without any obligation or liability to refund any part of the Conference fee.

PRESENTER VIEWS: The views or opinions expressed by any Conference attendee, presenter, speaker, exhibitor or sponsor are not necessarily those of ETF. All Conference attendees, presenters, speakers, exhibitors and sponsors are solely responsible for the content of any and all presentations, advertising and online content.

CANCELLATION, POSTPONEMENT OR CHANGE IN FORMAT OF CONFERENCE:

A) Force Majeure: ETF shall not be responsible for any delay or failure in performance of its obligations in connection with the Conference to the extent such delay or failure caused by events beyond its reasonable control, such as fire, flood, industrial disturbances, government orders, acts of God, acts of terrorism, the availability of the venue or other similar causes which do not arise from any fault on the part of ETF or its subcontractors. If any such events occur, ETF may postpone or cancel the Conference by notice to all attendees. In the event of cancellation, ETF will provide a refund of the Conference fee paid by attendees, less any expenses that need to be deducted for ETF's unavoidable expenses which have already been incurred.

B) COVID-19: Due to the ongoing uncertainty resulting from the COVID-19 pandemic and the government-issued restrictions in response at any particular time or in any affected region, and the lack of reliable information to provide any reasonable expectation about when the COVID-19 pandemic risk is likely to subside in New Zealand, you agree that if the COVID-19 pandemic has escalated in New Zealand such that there are Government or Ministry of Health imposed restrictions (whether local or national) on travel, maximum meeting sizes or commercial and recreational activities that would apply to, limit, prevent access to or otherwise restrict ETF's ability to hold the Conference as planned on the scheduled date (**COVID Event**), then the terms of this section will apply (and take precedence over any other conflicting terms) and ETF may at any time prior to Wednesday 29 September]:

- (i) cancel the Conference upon providing written notice to all registered attendees, in which case ETF will provide a refund of the Conference fee paid, less any expenses that need to be deducted for ETF's unavoidable expenses which have already been incurred;
- or

- (ii) elect to run the Conference in an online and On-Demand format only, in which case ETF will provide the necessary details to enable you and other attendees to register and participate in the Conference virtually; or
- (iii) postpone the Conference to an alternate date.

Please note:

- By registering for the Conference, you acknowledge and accept the possibility of the Conference being moved to an online format and also accept that this will not be valid grounds for requesting a refund of your Conference fee or any other fees, expenses or losses which you may incur as a result of such change. Your registration will be valid for both formats of the Conference.
- Notwithstanding any other term of this Agreement, you and ETF agree and acknowledge that cancellation of the Conference pursuant to a COVID Event will not constitute impossibility of performance or frustration of the agreement between us in connection with the Conference and that in such circumstances, the terms of this section will apply instead of Subpart 4 of the Contract and Commercial Law Act 2017.
- In the event the Conference is cancelled or postponed by ETF for Force Majeure or COVID Event reasons, ETF shall not under any circumstances be liable to attendees for any damages, costs or losses incurred in connection with the Conference such as transportation costs, accommodation costs or any other forms of financial loss.

ACKNOWLEDGEMENTS:

- **Consumer Guarantees Act 1993:** As between ETF and each attendee, we acknowledge and confirm that we are each “in trade” for the purposes of organising and attending the Conference and to the extent permitted by law, it is fair and reasonable that we contract out of any applicable warranty provisions in the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- **Governing Law:** New Zealand will govern these terms and conditions.