

Public Sector Network Events

PSN EVENTS PTY LTD ABN 46 617 870 872

TERMS & CONDITIONS

PUBLIC SECTOR NETWORK EVENTS

TERMS & CONDITIONS

The Company runs conferences and events for employees and organisations in the public sector. Enrolment and attendance to such events is subject to the terms and conditions of this Agreement.

1 INTERPRETATION

1.1 The following definitions apply in this document:

- (a) **Agreement** means these Terms & Conditions.
- (b) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.
- (c) **Company** means PSN Events Pty Ltd ABN 46 617 870 872.
- (d) **Customer** means any Delegate or Organisation where context applies.
- (e) **Delegate** means an individual attendee for a PSN Event.
- (f) **Intellectual Property** means all rights (present and future) conferred by common law, equity or statute (and all moral rights) connected with business names, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.
- (g) **Organisation** means an organisation, agency, company or other business, whose staff may attend a PSN Event as Delegates.
- (h) **Pricing** means the pricing set out in this agreement for each PSN Event or as notified to the Customer in writing by the Company from time-to-time.
- (i) **PSN Event** means an event or conference provided by the Company.
- (j) **Privacy Policy** means the Privacy Policy accessible at [See Page 9](#)
- (k) **Site** means the website <https://publicsectornetwork.co/> or such other URL operated by the Company from time-to-time.
- (l) **Special Conditions** means any special conditions agreed to by the parties that shall apply to this Agreement.

2 PSN EVENT REGISTRATION & PAYMENT

2.1 Agreement

- (a) The Customer agrees that enrolment and attendance to a PSN Event is subject to its ongoing acceptance of this Agreement.

2.2 Event Registrations

- (a) A Customer may browse and register for a particular PSN Event on the Site, by providing their required details.
- (b) The Delegate may be required to verify their identity and place of employment to the Company as so reasonably required by the Company. The Delegate agrees to provide the Company with all necessary verifications required to provide the Delegate with access to attend any PSN Event. Such information will be treated in accordance with the Company's Privacy Policy.
- (c) The Company reserves the right to cancel the registration for any Customer who has knowingly provided incorrect employment details at registration.
- (d) A Customer's ability to register for any PSN Event is subject to availability.

2.3 Registration Fees

- (a) Pricing for each PSN Event shall be as listed on the Site (**Registration Fees**) and may vary depending on a Delegate's Organisation or employment type, or other factors as listed by the Company.
- (b) Registration Fees shall be confirmed at the time that the Customer completes payment.
- (c) The Company is under no obligation to maintain the Registration Fees for any PSN Event prior to confirmation.

2.4 Purchase & Payment

- (a) All Registration Fees for a PSN Event must be paid for upfront and in full unless otherwise agreed by the Company in writing.
- (b) Registration for a PSN Event is confirmed when the Customer completes payment of the Registration Fees.
- (c) All payments shall be made via the online payment gateway on the Site or in such other manner as the Company may direct from time-to-time
- (d) Unless expressed otherwise, the Registration Fees for each PSN Event shall be deemed inclusive of GST.
- (e) The Company will provide the Customer with a Tax Invoice for the Registration Fees.

2.5 Cancellation Policy

- (a) The Customer must notify the Company in writing of any cancellations.
- (b) The Company will provide a full refund for any cancellations from a Customer made more than 60 days prior to the date of the PSN Event. Any cancellations made less than 60 days prior to the event shall not be eligible for a refund unless agreed to by the Company in its absolute discretion.
- (c) The Company shall provide a full refund to each Customer in the event that a PSN Event is cancelled, or where a Delegate is unable to attend due to the PSN Event time or date(s) being changed by the Company.

3 PSN EVENTS

- 3.1** The Company will use all reasonable endeavours to provide the PSN Event in accordance with the event details listed on the Site or as otherwise provided to the Delegates.
- 3.2** Notwithstanding 3.1, the Company reserves the right to make any changes to the PSN Event details, including but not limited to:
- (a)** Attending speakers and lecturers;
 - (b)** Topics of discussion;
 - (c)** Venue; and
 - (d)** Time and date.
- 3.3** The Company agrees to notify the Customer of any changes or updates to a PSN Event as soon as reasonably practicable.
- 3.4** Whilst attending any PSN Event, the Delegate agrees to:
- (a)** Comply with any directions from the Company's staff or venue team;
 - (b)** Be respectful towards the Company's staff, PSN Event speakers, and all other delegates; and
 - (c)** Not engage any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.

4 GENERAL CONDITIONS

4.1 Privacy & Direct Marketing

- (a)** The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about the Customers.
- (b)** The Company may collect personal information about the Customer the course of providing the PSN Training. This personal information will only be disclosed and used for the purposes of providing the PSN Events, improving the Company's services and obtaining feedback, or otherwise. This may include providing the Customer's personal information to the third-party event partners whose services are required for the provision of PSN Events such as Venues, conference registration providers, caterers and others.
- (c)** The Customer consents to the Company's use of their contact details to maintain an ongoing professional relationship, including in order to provide updates, marketing materials for upcoming PSN Events, invitations and other communications the Company considers may interest the Customer.
- (d)** Delegates may provide their personal information to a PSN Event exhibitor or other PSN Event delegates directly by having their badge scanned by the exhibitor's scanning device. The Delegate agrees and acknowledges that the provision of such information shall not be covered by the Company's Privacy Policy.

- (e) The Site may use cookies (a small electronic tracking code) to improve a Customer's experience while browsing, while also sending browsing information back to the Company. The Customer may manage how it handles cookies in its own browser settings.

4.2 Intellectual Property

- (a) **PSN Event Materials.** The Customer may be provided with materials when attending a PSN Event. The Customer agrees that PSN Event Materials are provided for their use in connection with the PSN Event only, and acknowledge that the Company retains ownership of all Intellectual Property in the PSN Event Materials including (without limitation) any ideas, enhancements, feature requests, suggestions or other information provided by the Customer.
- (b) **Trademarks.** The Company has moral and registered rights in its trade marks and the Customer shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- (c) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the Customer agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The Customer warrants that it shall not infringe on any third-party rights through the use of the Site.
- (d) **PSN Events.** The Customer agrees and accepts the Site, and all PSN Events are the Intellectual Property of the Company.

4.3 Disclaimer of Third Party Services & Information

- (a) The Customer acknowledges that the Site is dependent on third-party services, including but not limited to:
 - i Venues;
 - ii Banks, credit card providers and merchant gateway providers;
 - iii Telecommunications services;
 - iv Hosting services;
 - v Email services; and
 - vi Analytics services.
- (b) The Customer agrees that the Company shall not be responsible or liable in any way for:
 - i Interruptions to the availability of the Site and/or an Event due to third-party services; or
 - ii Information contained on any linked third party website.

4.4 Liability & Indemnity

- (a) The Customer agrees that it uses the Site and/or attends PSN Events at its own risk.

- (b) The Customer agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with the Customer's use of or conduct in connection with the Site and/or a PSN Event, including any breach by the Customer of this Agreement.
- (c) In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, illness, personal injury, death, damage to property, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Customer's access to, or use of, or inability to use the Site, or a Delegate's attendance at, or inability to attend a PSN Event, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, loss, illness, personal injury or death, or business interruption of any type, whether in tort, contract or otherwise.
- (d) Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, the Company's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at the Company's option to:
 - i The re-supply of services or payment of the cost of re-supply of services; or
 - ii The replacement of goods or payment of the cost of replacement.

4.5 Termination

- (a) Either party may terminate this Agreement by giving the other party written notice.
- (b) Termination of this agreement is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of this agreement up to the date of expiry or termination.
- (c) Termination does not affect any of the rights accrued by a party prior to termination, and the rights and obligations under clauses **Error! Reference source not found.**, 4.1, **Error! Reference source not found.**, 4.2 4.3, 4.4, 4.6, 4.7 and 4.8 survive termination of this Agreement.

4.6 Dispute Resolution

- (a) If any dispute arises between the parties in connection with this Agreement (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
 - i Includes or is accompanied by full and detailed particulars of the Dispute; and
 - ii Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- (b) Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) from each of the parties must meet (virtually or otherwise) and seek to resolve the Dispute.

- (c) Subject to clause (d), a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- (d) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- (e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

4.7 Electronic Communication, Amendment & Assignment

- (a) The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.
- (b) The Customer can direct notices, enquiries, complaints and so forth to the Company as set out in this Agreement. The Company will notify the Customer of a change of details from time-to-time.
- (c) The Company will send the Customer notices and other correspondence to the details that the Customer submits to the Company, or that the Customer notifies the Company of from time-to-time. It is the Customer's responsibility to update its contact details as they change.
- (d) A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- (e) Notices must be sent to the parties' most recent known contact details.
- (f) The Customer may not assign or otherwise create an interest in this Agreement.
- (g) The Company may assign or otherwise create an interest in its rights under this Agreement by giving written notice to the Customer.

4.8 General

- (a) **Special Conditions.** The parties may agree to any Special Conditions to this Agreement in writing.
- (b) **Prevalence.** To the extent this Agreement is in conflict with, or inconsistent with, the terms of any Special Conditions made under this Agreement, as relevant, the terms of those Special Conditions shall prevail.
- (c) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
- (d) **Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.
- (e) **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- (f) **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.

- (g) **Governing Law.** This Agreement is governed by the laws of New South Wales, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- (h) **Severability.** Any clause of this Agreement, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

END TERMS & CONDITIONS

PUBLIC SECTOR NETWORK EVENTS PRIVACY POLICY

5 PURPOSE OF OUR POLICY

5.1 PSN Events Pty Ltd ABN 46 617 870 872 (**we, us or our**) has adopted this Privacy Policy to ensure that we have standards in place to protect the Personal Information that we collect about individuals that is necessary and incidental to:

- (a) Providing the services and systems that we offer; and
- (b) The normal day-to-day operations of our business.

5.2 This Privacy Policy follows the standards of the Australian Privacy Principles set by the Australian Government for the handling of Personal Information under the *Privacy Act 1988* (Cth) (**Privacy Act**).

5.3 By publishing this Privacy Policy we aim to make it easy for our customers and the public to understand what Personal Information we collect and store, why we do so, how we receive and/or obtain that information, and the rights an individual has with respect to their Personal Information in our possession.

6 WHO AND WHAT THIS POLICY APPLIES TO

6.1 Our Privacy Policy deals with how we handle “personal information” as it is defined in the Privacy Act (**Personal Information**).

6.2 We handle Personal Information in our own right and also for and on behalf of our customers and users.

6.3 Our Privacy Policy does not apply to information we collect about businesses or companies, however it does apply to information about the people in those businesses or companies which we store.

6.4 The Privacy Policy applies to all forms of information, physical and digital, whether collected or stored electronically or in hardcopy.

6.5 If, at any time, an individual provides Personal Information or other information about someone other than himself or herself, the individual warrants that they have that person's consent to provide such information for the purpose specified.

6.6 Our website and services are unavailable to children (persons under the age of 18 years).

7 THE INFORMATION WE COLLECT

7.1 In the course of business it is necessary for us to collect Personal Information. This information allows us to identify who an individual is for the purposes of our business, share Personal Information when asked of us, contact the individual in the ordinary course of business and transact with the individual. Without limitation, the type of information we may collect is:

- (a) **Personal Information.** We may collect personal details such as an individual's name, location, date of birth, nationality, family details and other information

defined as “Personal Information” in the Privacy Act that allows us to identify who the individual is;

- (b) **Contact Information.** We may collect information such as an individual's email address, telephone & fax number, third-party usernames, residential, business and postal address and other information that allows us to contact the individual;
- (c) **Financial Information.** We may collect financial information related to an individual such as any bank or credit card details used to transact with us and other information that allows us to transact with the individual and/or provide them with our services;
- (d) **Statistical Information.** We may collect information about an individual's online and offline preferences, habits, movements, trends, decisions, associations, memberships, finances, purchases and other information for statistical purposes; and
- (e) **Information an individual sends us.** We may collect any personal correspondence that an individual sends us, or that is sent to us by others about the individual's activities.

7.2 We may collect other Personal Information about an individual, which we will maintain in accordance with this Privacy Policy.

7.3 We may also collect non-Personal Information about an individual such as information regarding their computer, network and browser. This may include their IP address. Where non-Personal Information is collected the Australian Privacy Principles do not apply.

8 HOW INFORMATION IS COLLECTED

8.1 Most information will be collected in association with an individual's engagement with PSN Events an enquiry about PSN Events or generally dealing with us. However we may also receive Personal Information from sources such as advertising, an individual's own promotions, public records, mailing lists, contractors, staff, recruitment agencies and our business partners. In particular, information is likely to be collected as follows:

- (a) **Registrations.** When an individual registers or subscribes for a service, list, account, connection or other process whereby they enter Personal Information details in order to receive or access something, including a transaction;
- (b) **Accounts/Memberships.** When an individual submits their details to open an account and/or become a member with us;
- (c) **Supply.** When an individual supplies us with goods or services;
- (d) **Contact.** When an individual contacts us in any way;
- (e) **Access.** When an individual accesses us physically we may require them to provide us with details for us to permit them such access. When an individual accesses us through the internet we may collect information using cookies (if relevant – an individual can adjust their browser's setting to accept or reject cookies) or analytical services; and/or
- (f) **Pixel Tags.** Pixel tags enable us to send email messages in a format customers can read and they tell us whether mail has been opened.

8.2 As there are many circumstances in which we may collect information both electronically and physically, we will endeavour to ensure that an individual is always aware of when their Personal Information is being collected.

8.3 Where we obtain Personal Information without an individual's knowledge (such as by accidental acquisition from a client) we will either delete/destroy the information, or inform the individual that we hold such information, in accordance with the Australian Privacy Principles.

9 WHEN PERSONAL INFORMATION IS USED & DISCLOSED

9.1 In general, the primary principle is that we will not use any Personal Information other than for the purpose for which it was collected without the individual's permission. The purpose of collection is determined by the circumstances in which the information was collected and/or submitted.

9.2 We will retain Personal Information for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

9.3 If it is necessary for us to disclose an individual's Personal Information to third parties in a manner compliant with the Australian Privacy Principles in the course of our business, we will inform you that we intend to do so, or have done so, as soon as practical.

9.4 We will not disclose or sell an individual's Personal Information to unrelated third parties under any circumstances.

9.5 Information is used to enable us to operate our business, especially as it relates to an individual. This may include:

- (a)** The provision of goods and services between an individual and us;
- (b)** Verifying an individual's identity;
- (c)** Communicating with an individual about their relationship with us;
- (d)** Our goods and services;
- (e)** Our own marketing and promotions to customers and prospects;
- (f)** Competitions, surveys and questionnaires;
- (g)** Investigating any complaints about or made by an individual, or if we have reason to suspect that an individual is in breach of any of our terms and conditions or that an individual is or has been otherwise engaged in any unlawful activity; and/or
- (h)** As required or permitted by any law (including the Privacy Act).

9.6 There are some circumstances in which we must disclose an individual's information:

- (a)** Where we reasonably believe that an individual may be engaged in fraudulent, deceptive or unlawful activity that a governmental authority should be made aware of;
- (b)** As required by any law (including the Privacy Act); and/or

- (c) In order to sell our business (in that we may need to transfer Personal Information to a new owner).

9.7 We will not disclose an individual's Personal Information to any entity outside of Australia that is in a jurisdiction that does not have a similar regime to the Australian Privacy Principles or an implemented and enforceable privacy policy similar to this Privacy Policy. We will take reasonable steps to ensure that any disclosure to an entity outside of Australia will not be made until that entity has agreed in writing with us to safeguard Personal Information as we do.

9.8 We may utilise third-party service providers (such as Gmail from Google, Inc., and MailChimp from The Rocket Science Group LLC) to communicate with an individual and to store contact details about an individual. These service providers are located in the United States of America.

10 OPTING "IN" OR "OUT"

10.1 An individual may opt to not have us collect their Personal Information. This may prevent us from offering them some or all of our services and may terminate their access to some or all of the services they access with or through us. They will be aware of this when:

- (a) **Opt In.** Where relevant, the individual will have the right to choose to have information collected and/or receive information from us; or

- (b) **Opt Out.** Where relevant, the individual will have the right to choose to exclude himself or herself from some or all collection of information and/or receiving information from us.

10.2 If an individual believes that they have received information from us that they did not opt in or out to receive, they should contact us on the details below.

11 THE SAFETY & SECURITY OF PERSONAL INFORMATION

11.1 We may appoint a Privacy Officer to oversee the management of this Privacy Policy and compliance with the Australian Privacy Principles and the Privacy Act. This officer may have other duties within our business and also be assisted by internal and external professionals and advisors.

11.2 We will take all reasonable precautions to protect an individual's Personal Information from unauthorised access. This includes appropriately securing our physical facilities and electronic networks.

11.3 We use SSL encryption to store and transfer Personal Information. Despite this, the security of online transactions and the security of communications sent by electronic means or by post cannot be guaranteed. Each individual that provides information to us via the internet or by post does so at their own risk. We cannot accept responsibility for misuse or loss of, or unauthorised access to, Personal Information where the security of information is not within our control.

11.4 We are not responsible for the privacy or security practices of any third party (including third parties that we are permitted to disclose an individual's Personal Information to in accordance with this policy or any applicable laws). The collection and use of an individual's information by such third parties may be subject to separate privacy and security policies.

- 11.5** If an individual suspects any misuse or loss of, or unauthorised access to, their Personal Information, they should let us know immediately.
- 11.6** We are not liable for any loss, damage or claim arising out of another person's use of the Personal Information where we were authorised to provide that person with the Personal Information.

12 HOW TO ACCESS AND/OR UPDATE INFORMATION

- 12.1** Subject to the Australian Privacy Principles, an individual has the right to request from us the Personal Information that we have about them, and we have an obligation to provide them with such information within 28 days of receiving their written request.
- 12.2** If an individual cannot update its own information, we will correct any errors in the Personal Information we hold about an individual within 7 days of receiving written notice from them about those errors.
- 12.3** It is an individual's responsibility to provide us with accurate and truthful Personal Information. We cannot be liable for any information that is provided to us that is incorrect.
- 12.4** We may charge an individual a reasonable fee for our costs incurred in meeting any of their requests to disclose the Personal Information we hold about them.

13 COMPLAINTS AND DISPUTES

- 13.1** If an individual has a complaint about our handling of their Personal Information, they should address their complaint in writing to the details below.
- 13.2** If we have a dispute regarding an individual's Personal Information, we both must first attempt to resolve the issue directly between us.
- 13.3** If we become aware of any unauthorised access to an individual's Personal Information we will inform them at the earliest practical opportunity once we have established what was accessed and how it was accessed.

14 CONTACTING INDIVIDUALS

- 14.1** From time to time, we may send an individual important notices, such as changes to our terms, conditions and policies. Because this information is important to the individual's interaction with us, they may not opt out of receiving these communications.

15 CONTACTING US

- 15.1** All correspondence with regards to privacy should be addressed to:

The Privacy Officer
PSN Events
privacy@publicsectornetwork.com.au

You may contact the Privacy Officer by email in the first instance.

16 ADDITIONS TO THIS POLICY

- 16.1** If we decide to change this Privacy Policy, we will post the changes on our webpage at <https://publicsectornetwork.com.au/privacy-policy/>. Please refer back to this Privacy Policy to review any amendments.
- 16.2** We may do things in addition to what is stated in this Privacy Policy to comply with the Australian Privacy Principles, and nothing in this Privacy Policy shall deem us to have not complied with the Australian Privacy Principles.