

# ROUNDHOUSE

- U N S W | SYDNEY -

## TERMS & CONDITIONS

By purchasing a ticket to this Roundhouse Event, You confirm that You understand, agree to, and accept all terms and conditions contained here.

### 1) GENERAL

- a) You warrant that you are over the age of 18, and are legally entitled to accept these terms and conditions, and create legally binding obligations for any liability You may incur.
- b) Arc shall not be responsible for or deemed to be in default because of delays in or failure to provide the Event due to causes beyond its reasonable control e.g. strikes, riots, fires, floods, explosions, natural disasters, serious accidents, acts of government, acts of God, failure of transportation, epidemics, or quarantine restrictions.
- c) Arc may engage third party service providers to deliver the Event, including venues, ground transport operators, caterers, activity organisers, and other goods and services connected with the Event. You understand that Arc does not own, operate or control any of these service providers, accepts no liability for the provision of such services, and makes no warranty as to their quality and standard.
- d) Any information provided by Arc about the Event is given in good faith and is based on information available at the time. Where information is provided by a third party, Arc makes no warranty as to its accuracy.
- e) You have a duty to exercise good judgment and act in a responsible manner while attending the Event. You are expected to follow all rules and regulations, safety instructions and reasonable directions given by Arc staff, volunteers, authorised representatives and any third party service providers which may be involved in delivering the Event.

### 2) PAYMENTS, CANCELLATIONS & REFUNDS

- a) All ticket sales are final, except where the Event is cancelled by Arc due to unforeseen circumstances.
- b) No refunds will be given for Your failure to attend the Event, regardless of the circumstances, or where should You need to cancel Your participation (or should Your placement be terminated in accordance with these terms and conditions), no refund will be given Your attendance is terminated in accordance with these terms and conditions.
- c) You acknowledge that the Event is subject to a range of circumstances and conditions that may not meet Your expectations and that Arc has no reasonable control over. Accordingly, Arc is under no obligation to refund any part of the costs paid by You if You are not satisfied with any aspect of the Event irrespective of the reason.

### 3) ASSUMPTION OF RISK AND WAIVER OF LIABILITY

- a) Attendance at the Event is voluntary, and You expressly assume any and all risks (whether inherent or not, and whether listed or not) associated with the Event activities which may lead to loss, injury, disability or death. These risks include, but are not limited to sickness, slipping, falling, allergic reactions, unaccustomed physical exertion, slipping, falling, allergic reactions, unaccustomed physical exertion, inadequate supervision, failure in equipment and facilities, the actions of other individuals, and other events not within Arc's control.
- b) You, your heirs, executors, administrators, successors, and/or assigns agree to:
  - i) Release Arc, its agents and employees from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, with respect to any bodily injury, personal injury, illness, death, financial loss, or property damage resulting from the activities of Your attendance at the Event.

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ii) Defend, indemnify and keep indemnified Arc, its agents and employees from any and all liabilities incurred in respect of any claim or cause of action (including negligence), including legal fees and expenses of litigation, on account of any personal injury, death, loss of health, financial loss, damage to property or any other loss or damage caused or contributed to by You.

#### 4) TERMINATION BY ARC @ UNSW LTD.

a) Arc reserves the right to refuse Your entry to, or remove You from, the Event at any time, when such action is determined by Arc, its authorised representatives and any third party service providers to be in the best interests of the health, safety, and general welfare of You or others with no right of refund, compensation or appeal. For example, Your gross misconduct, use of drugs, and/or dangerous, offensive and illegal behaviour will result in immediate removal from the Event.

b) You will be required to replace any property that is lost or damaged through Your careless or otherwise negligent behaviour.

#### 5) PHOTOGRAPHIC RELEASE

a) By attending in this Event, You agree to being filmed or photographed which may be used for marketing or promotional purposes.

b) Arc reserves the right to use Your likeness in any photographs, video or audio recordings provided to Arc or taken by Arc, during or after the Event/Program, for any legitimate purpose without further approval from You.

c) You agree to release Arc from any and all claims and demands arising out of or in connection with the use of your likeness, including but not limited to, claims for invasion of privacy, defamation, or financial compensation.

d) Arc will not identify You by name unless specifically authorised to do so.

#### 6) OTHER

These terms and conditions are intended to be as broad and inclusive as permitted by the laws of New South Wales, Australia, and shall be governed by and interpreted in accordance with the laws of the State of New South Wales. In the event that any term be held to be invalid by any court of competent jurisdiction, the invalidity of such term shall not otherwise affect the remaining terms which shall continue to be enforceable.