

VI.
VICKY TROP



MASTERCLASS
TERMS & CONDITIONS

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These terms and conditions apply to your VICKY TORP masterclass.

between:

The Purchaser (Client)

and:

Eventful Projects Pty Ltd trading as VICKY TROP (ABN 81 606 191 164)
of PO Box 6090, Halifax Street SA 5000 (**Consultant**).

MASTERCLASS TICKETS

Masterclass tickets are available via <https://vickytrop.co/engage-with-vt/> per the pricing and inclusions listed for each masterclass. VICKY TROP reserves the right to offer a sale price on masterclasses during sales and marketing promotions.

FEES AND CHARGES

The following fees and charges apply to all tickets:

- Event masterclass, as selected
- Credit card merchant fee of 1.76% + \$0.30, already included in the cost of the masterclass ticket

CURRENCY AND TAX

All masterclass registration fees are quoted in Australian dollars (AUD), 10% GST is included.

PAYMENT

All prices are in Australian dollars (AUD) and include GST. Masterclass tickets must be paid by credit card (Visa, MasterCard or AMEX) during the online store purchase process <https://vickytrop.co/engage-with-vt/>. A credit card merchant fee of 1.76% + \$0.30 is already included in the cost of the masterclass ticket.

Please note that masterclass tickets are only confirmed upon receipt of payment.

TAX INVOICE

A tax invoice is provided for all tickets, you can view your tax invoice within the masterclass confirmation email.

Should you require a separate tax invoice for each attendee please ensure you register each attendee separately.

MASTERCLASS CANCELTION POLICY

Masterclass cancellations must be received in writing to masterclass@vickytrop.co in accordance to the following schedule:

- 60 days or more prior to masterclass date | 50% Refund
- 59 days or less prior to masterclass date | No Refund

If a government restriction on events (such as COVID-19) occurs, VICKY TROP will waive any cancellation fees that may be applicable.

SUBSTITUTION POLICY

If you are unable to attend a masterclass after registering, a substitution is permitted at no charge. Please submit substitution notifications to masterclass@vickytrop.co. Notification must be received in writing 2 working days prior to the masterclass date.

NON-ATTENDANCE

No refunds will be made for non-attendance and any unpaid masterclass fees will still be payable.

In the case of medical emergency which has caused a registered attendee not to attend the masterclass, VICKY TROP must be provided with a medical certificate or appropriate documentation before any refund will be considered. Where VICKY TROP is advised of a situation after the masterclass, and a refund is deemed to be appropriate, the attendee must still pay the administration fee along with any catering charges incurred as a result of their cancelled registration.

DRESS CODE

Smart casual business attire is suitable for VICKY TROP masterclasses unless other stipulated.

NAME BADGES

Your name badge must always be worn; it is your entry to the masterclass and any inclusive functions.

PROGRAM

VICKY TROP reserves the right to change, without notice, any aspect of the masterclass program. All information supersedes all previous publications.

BEHAVIOUR

VICKY TROP reserves the right to prohibit entry of any person to VICKY TROP masterclass or eject any person from VICKY TROP masterclass based on behaviour deemed inappropriate by VICKY TROP, staff and/or its agents and others working under its authority.

RESPONSIBLE SERVICE OF ALCOHOL

When alcohol is on offer, all social functions are classed as a licenced event. The venue's alcoholic beverage license requires that venue staff shall: (i) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced, and (ii) refuse alcoholic beverage service to any person who, in the venue's judgment, appears intoxicated.

PHOTOGRAPHY/VIDEOGRAPHY

Please note that photographs and video may be taken throughout the masterclass. These will be used for promotional activities including display on websites and social media platforms. If you do not want your photograph or any video footage taken, or used, you are required to formally advise VICKY TROP in advance by email at masterclass@vickytrop.co.

SOCIAL MEDIA

Eventful Projects does not permit the recording of presentations and masterclasses under any circumstances or in any form of media, including but not limited to audio recordings, video recordings, or literal transcripts unless you acquire a written consent.

VICKY TROP permits and encourages the use of social media, such as Facebook, Twitter, Instagram, Google+, Snapchat and blogging at the event as a way to summarise, highlight, review, critique, and/or promote the presented materials, or the event in general, on the condition that: copyright law is observed, verbatim information is limited to a few quotes, and the author or speaker is referenced and cited appropriately. Please bear in mind that presenters have invested many hours in the development of materials for the masterclass and copyright laws apply.

Out of respect for the other participants, we ask that loud electronic devices be silenced, though they do not need to be switched off, so that they may be used to tweet, post on Facebook, or take notes in accordance with the above stated policy.

VICKY TROP encourages masterclass attendees to:

- Follow, like and comment on VICKY TROP social media platforms:
 - + Instagram www.instagram.com/vickytrop
 - + Facebook www.facebook.com/vickytrop
 - + twitter www.twitter.com/vickytrop
 - + LinkedIn www.linkedin.com/company/vickytrop
- Blog, post, tweet, Instagram, Snapchat about what you are hearing and seeing
- Talk about products and services you see throughout the masterclass
- Share photographs
- Provide feedback to VICKY TROP
- Keep criticism constructive

VICKY TROP requests masterclass attendees to refrain from:

- Using audio and/or video recording devices during sessions.
- Capturing, transmitting, or redistributing syllabus materials or the bulk of the material presented in a masterclass. Doing so infringes on the intellectual property rights of the speakers.
- Engaging in rudeness or personal attacks.

INTELLECTUAL PROPERTY

VICKY TROP owns the intellectual property rights in all material it authors for masterclasses. All marketing material provided to attendees for the masterclass remains the property of VICKY TROP. Attendees may not use the concepts, designs, resources, or other material provided by VICKY TROP without prior written approval of VICKY TROP.

PRIVACY

VICKY TROP will treat all personal information in accordance with any and all obligations that are binding upon us under the *Privacy Act 1988* (Cth) (“Privacy Act”). The Privacy Act lays down 13 key principles in relation to the collection and treatment of personal information, which are called the “Australian Privacy Principles”.

By providing your email address, you agree to receive emails in relation to this and future masterclass or events of this type. You may opt out at any time by contacting privacy@vickytrop.co.

Your name, organisation and email may be published on the attendee list which is provided to exhibitors and sponsors. Your name and contact information may be used by parties directly related to the masterclass such as VICKY TROP, Eventful Projects and approved stakeholders and sponsors. If you wish to opt out, please send an email to privacy@vickytrop.co.

INDEMNITY

By registering, attendees acknowledge and consent to masterclass terms and conditions.

VICKY TROP shall not be liable for any injury, damage, loss, accident, delay or irregularity howsoever caused which might occur due to the act, omission fault or negligence of any

1. masterclass attendee, or
2. suppliers or subcontractors engaged in carrying out contracted arrangements for VICKY TROP

Masterclass attendees shall indemnify, keep indemnified and hold VICKY TROP harmless from and against all claims, actions, damages, liabilities and costs.

FORCE MAJEURE

For the purposes of these masterclass terms and conditions, a Force Majeure Event may be triggered by any of the following:

- riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition, or compulsory acquisition by any governmental or competent authority;
- ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- an act of God, pandemic, epidemic, bacterial outbreak, earthquakes, volcanic activity, flood, fire, lightning, storm, explosion, tidal wave, tsunami, magnetic pole reversal, celestial events, solar flare, electromagnetic pulse, coronal mass ejection or other physical or natural disaster;
- strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the service excluding any industrial dispute which is specific to the performance of the works or this contract;
- strike, lockout or other interference with work, blockade, disturbance, governmental or quasi-governmental restraint, expropriation prohibition intervention direct or embargo, unavailability or delay in availability of equipment or transport, inability or delay in obtaining governmental or quasi-governmental approvals consents permits licenses authorities or allocations, and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the party affected;
- requisition or compulsory acquisition by any government or public authority;
- immigration or travel restrictions;
- limitations on public gatherings such as quarantine or isolation measures;
- changes to government policy, State or Federal legislation, legislative or administrative interference such as embargo or refusals to grant a license

which:

- 1) is beyond the control of and has occurred without the fault or negligence of the party affected
- 2) was not foreseeable by the party affected at the date of this Agreement and
- 3) the affected party is unable to prevent or overcome by the exercise of reasonable diligence.

Notice and suspension of obligations due to Force Majeure Event - If a party is affected, or likely to be affected, by a Force Majeure Event that party must immediately give the other party prompt notice of that fact including:

- 1) full particulars of the Force Majeure Event;
- 2) an estimate of its likely duration; and
- 3) the obligations affected by it; and
- 4) the obligations under these terms and conditions of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event, and, subject to any other provision contained within this clause, such suspension will be effective for as long as the Force Majeure Event continues.

Effort to overcome - A party claiming that its ability to perform its contractual obligations is prevented or impeded by a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event.

- If a Force Majeure event continues for more than ninety (90) business days, either party may terminate this Agreement by providing at least thirty (30) business days' written notice to the other party. In the event of termination on such ground:
 - 1) VICKY TROP may at its sole discretion refund moneys previously paid by the Client pursuant to this Agreement for goods or services not provided by VICKY TROP to the client; and
 - 2) Neither party is otherwise liable to the other except to the extent of rights or obligations which accrued before termination.