

NEW DIRECTIONS

ASIC Annual FORUM

ASIC Annual Forum 2022

ASIC Annual Dinner 2022

Registration Terms and Conditions

Overview

Please read these Terms and Conditions carefully as they apply to your registration, attendance and participation at the ASIC Annual Forum and the ASIC Annual Dinner 2022 ('Event').

The venue for the Event is the Hilton Hotel in Sydney, 488 George St, Sydney NSW 2000.

By registering, attending or speaking at the Event, you agree to be bound by the Terms and Conditions set out below, which form a legally binding agreement between you and the Australian Securities and Investments Commission, ABN 86 768 265 615 Event hosts ('ASIC').

Think Business Events Pty Ltd, ACN 121 965 428 ('Think Business Events'), as an independent contractor is ASIC's official registration and accommodation booking provider for the Event.

As a condition of attendance, in-person attendees must agree to adhere to all Covid-safe measures put in place by the Event, the venue and either or both of the Australian Government and the New South Wales Government. Attendees also acknowledge that these measures may be changed at any time in accordance with the latest health advice from either or both of the Australian Government and the New South Wales Government.

ASIC and Think Business Events are the Event Organiser for the Event for the purposes of these Terms and Conditions.

The Event Organiser reserves the right to publish changes to these Terms and Conditions at any time without prior notice.

These Terms and Conditions are governed by the laws of the State of New South Wales, Australia. The courts of that State and of the Commonwealth of Australia have non-exclusive jurisdiction over any matters arising under these Terms and Conditions.

More information is available at asic.gov.au/aaf2022

Registration fees

All amounts shown below and to be paid are in Australian dollars (A\$) and inclusive of the Australian goods and services tax (GST).

Please note:

- Registrations will remain open until Thursday 27 October 2022, unless sold out prior.
- Early bird registration will close on Thursday 29 September 2022. Standard full fees apply after this date.
- Registration fees are not apportioned for individual sessions.

ASIC Annual Forum: 3-4 November 2022	Price ⁽¹⁾
Standard Early Bird – register by 29 September 2022	\$2,100
Standard Full – registrations close 27 October 2022	\$2,450
Standard Corporate Shared ⁽²⁾ - registrations close 27 October 2022	\$2,650
Government ⁽³⁾ /IOSCO/Academic/Charity or Not-for-profits ⁽⁴⁾ Early Bird – register by 29 September 2022	\$1,750
Government ⁽³⁾ /IOSCO/Academic/Charity or Not-for-profits ⁽⁴⁾ Full – registrations close 27 October 2022	\$2,100
Government ⁽³⁾ /IOSCO Academic/Charity or Not-for-profits ⁽⁴⁾ Shared - registrations close 27 October 2022	\$2,350
<p>Five for the price of four: For every four paying attendees from the same organisation, a fifth attendee attends free (provided all attendees register in one group registration). Please note this applies only to fee paying individual attendee registrations and does not apply to shared Corporate/ Government/IOSCO/Academic/Charity or Not-for-profits registrations. Contact asic@thinkbusinessevents.com.au to claim the fifth registration once the original four group members have been registered.</p>	
<p>(1) Includes daily arrival tea/coffee, morning tea, lunch and afternoon tea. (2) Registration can be shared with other individuals from the same organisation. One attendee only per session. (3) Australian federal, state or local government. (4) Only for organisations registered under the <i>Australian Charities and Not-for-profits Commission Act 2012 (Cth)</i></p>	
ASIC Annual Dinner: 3 November 2022	Price
ASIC Annual Dinner (per person)	\$220
Corporate Table (table of 10)	\$2,000

Registration process

Online registration is accessible via the [ASIC website](#). All mandatory fields must be completed.

Only completed registration forms will be accepted. Registration is complete only when the specified fee is credited or received in full into our bank account.

The deadline for registration is Thursday 27 October 2022, unless sold out. No registrations will be processed after this date.

If you choose to remain anonymous or use a pseudonym under privacy law or do not supply any requested information, including but not limited to photo identification, in respect of the registration process for the Event, then your registration may be rejected as incomplete or invalid. The result of this is that you may not be able to attend the Event.

Corporate shared registrations

Conditions of corporate shared registrations are as follows:

- One attendee per corporate shared pass is permitted to attend one session only at any given time.
- Entry to sessions will not be permitted without a shared pass.
- Failure to return a shared pass to the registration desk after a session will incur a \$25.00 (inclusive of GST) replacement fee, payable by the next pass holder upon collection.
- Loss of a shared pass will incur a \$25.00 (inclusive of GST) replacement fee.

Why register early?

The Event venue has a maximum capacity for attendees, based on our estimates of attendee numbers. Access is not guaranteed, as demand for attendance may exceed our estimates.

We recommend that you register early to secure access and assist with our planning and communication.

Transfer of registration

All fully paid registrations are transferable to other persons from the same organisation.

Transfers can be made by the registered person in writing to Think Business Events at asic@thinkbusinessevents.com.au no later than Thursday 27 October 2022. Details must include the full name of the replacement person, their title, contact phone number and email address. All other registration details will be carried over to the new person/s unless otherwise specified.

Transfer of registrations to another person/s will include the registration to the forum and dinner, if applicable.

Should the new attendee/s not require an item (e.g., dinner attendance) previously booked by the original attendee, the cancellation and refund policy for the item cancelled will apply.

Photo identification

Individual attendees are required to provide a current photo during the online registration process. This is mandatory and required to verify your identify for security purposes.

Corporate shared attendees are not required to provide a photo during the online registration process. However, they must provide their photo identification when collecting and returning their shared pass onsite. This is mandatory and required to verify your identity for security purposes.

Event registration manager

The official Event registration and accommodation booking manager is Think Business Events Pty Ltd ACN 121 965 428, an independent contractor. Think Business Events will process the Event registration payment.

Payment for accommodation is separate and payable directly to the respective hotel.

Your express consent is essential for the collection, handling, disclosure and use of your personal information under the *Privacy Act 1988* (Cth). Please read the [ASIC Privacy Policy](#) and the [Think Business Events' Privacy Policy](#) to provide your informed consent.

Payment methods

Full payment in Australian currency is required at the time of registration, without any deduction for any currency conversion, GST or VAT, or other transaction charges.

Credit card

All attendees must pay by credit card. The accepted credit cards are MasterCard, Visa and American Express.

All credit card transactions will appear on your statement as payment to Event by 'Think Business Events Pty Ltd'.

The fees include credit card charges for our acceptance of credit card payment. You will be redirected to a secure payment site and issued with an invoice upon confirmation. Please retain your invoice number as a payment reference.

Taxation

Registration fees are inclusive of 10% GST. Overseas attendees are responsible for clarifying their taxation status and complying with obligations under their domestic laws.

Attendees' travel responsibilities

You are responsible for arranging your own accommodation, flights and other travel arrangements.

For international attendees, please note that:

You are responsible for all relevant travel documentation, travel and health insurance and foreign currency conversions, including but not limited to complying with applicable migration, quarantine and biosecurity laws when applying for and obtaining a visa to travel to Australia for the purposes of attending the Event.

If you require an entry visa to Australia, you should allow sufficient time for visa application to ensure your timely departure for Australia and to avoid a cancellation fee if visa entry is denied. Any queries about visa requirements for travel to Australia must be directed to the [Department of Home Affairs](#).

For the duration of the Event and in connection with your travel arrangements, it is your responsibility to understand and comply with COVID-19 requirements and restrictions, as required or directed by either or both of the Australian Government and the New South Wales Government or any other applicable state and territory governments, and to follow any guidance or best practice as required by the Event's venue.

Accommodation

Accommodation bookings, terms and conditions and hotel information are accessible via the hotel booking link. To secure accommodation, an attendee may book that accommodation through the link provided. For further information, please contact asic@thinkbusinessevents.com.au. To avoid doubt, accommodation arrangements booked by the attendee as part of the registration process are a matter between the attendee, Think Business Events and the relevant accommodation provider. This means that ASIC is not responsible or liable for, or otherwise directly or indirectly related to or connected with, any of those accommodation arrangements.

Cancellation policy

An attendee unable to attend the Event may elect another person to attend in their place and that notification must be received by the Event Organiser no later than Thursday 27 October 2022.

As a result of ASIC's decision in early February 2022 to defer the AAF2022 to Thursday 3 and Friday 4 November 2022, all existing attendees' registrations have been automatically transferred to the new dates. No action is required from these attendees, except for changing and updating the dates in their diary, along with any accommodation or flights arrangements that they may have organised separately to the registration for the AAF2022.

Given ASIC's decision, and ASIC acting in good faith and reasonably, ASIC will offer and allow an existing attendee to submit a cancellation or refund request in writing to the dedicated email address below for a full refund with no cancellation fee to apply to it up to and no later than close of business (i.e., 5 PM AEST) on 30 June 2022. Cancellation and refund requests must be notified in writing to asic@thinkbusinessevents.com.au.

Any cancellation or refund request received by ASIC on and after 1 July 2022 will attract a cancellation fee as set out in the below table in accordance with these Terms and Conditions.

The following cancellation fees will apply:

Cancellation	Cancellation Fee
From Friday 1 July 2022 to Thursday 29 September 2022	A\$150.00
From Friday 30 September to Thursday 13 October 2022	50% of your registration fee and, (if applicable) your full dinner ticket fee
From Friday 14 October 2022	No refund
For medical emergencies caused by an event or events beyond the attendee's control. Please note that this does not apply to the Annual Dinner after Thursday 27 October 2022.	At ASIC's sole and absolute discretion and subject to the provision of a medical certificate, a hospital letter using its letterhead or any other equivalent medical advice to verify that medical emergency has resulted in the attendee's non-attendance of the Event, ASIC may offer a full refund.

Registration fees are not apportioned for individual sessions. Therefore, if a particular session is cancelled due to a non-attendance of the speaker, a lack of space at the Event's venue, for any force majeure related event, or any event that is beyond the reasonable control of ASIC, no refund will be granted to the attendee for that particular session.

Refunds (less applicable administration fees, set out in the table above) will be processed no later than 30 days after the conclusion of the Event.

If your application for a visa to enter Australia is unsuccessful, the above cancellation terms apply.

Cancellation and refunds for accommodation bookings are at the discretion of the accommodation provider.

Non-attendance/no-shows

No refund will be made for non-attendance at the Event or the dinner.

COVID-19

ASIC is planning for an in-person Event. However, should COVID-19 circumstances require it, ASIC may pivot to a virtual format and the Event will proceed (excluding the dinner). Any such decision is at the sole and absolute discretion of ASIC. Please see the [Event FAQs](#) for more information.

Change of the in-person event to a virtual-only event by ASIC or Think Business Events

If ASIC determines, at its sole and absolute discretion, that the in-person Event cannot go ahead due to government restrictions on travel or gatherings, the Event will be delivered fully online via a virtual platform.

All in-person registrations will be converted to virtual registrations. If the Attendee does not wish to attend virtually the above cancellation terms apply.

Registration fees paid for the Dinner will be refunded to attendees without the need for attendees to contact the Event Organiser.

Modification, cancellation, postponement or change of registration of the Event by ASIC or Think Business Events

ASIC reserves the right to make changes to the Event's program, including presenters and sessions, where necessary.

In the unlikely event that a presenter withdraws, ASIC may at its absolute and sole discretion make appropriate decisions in response to this in the best interest of the Event. Please note that this will not include refunds but may include changes to the program and cancelling or re-arranging sessions.

It may be necessary, for reasons beyond the control of ASIC or Think Business Events, to alter the times, dates, itineraries or speakers of the Event.

If the Event is cancelled or postponed by ASIC for any circumstances beyond the reasonable control of ASIC or for any other reasons, then ASIC's maximum liability is limited to a refund of the Event Registration Fees and ASIC has no additional liability for travel, hotel, or any other incidental costs or expenses whatsoever. For the purposes of this paragraph, "circumstances beyond the reasonable control of ASIC" include acts of terrorism, war or God, natural disaster, global health crisis, industrial action by a third party, or a government mandatory legal order or directions.

In the event of postponement of the Event, if the attendee is willing to attend the rescheduled event, we will transfer the registration and guarantee the same conditions and registration entitlements at the rescheduled event.

Please see the [Event FAQs](#) for more information.

Religious, cultural and dietary requirements

Attendees should make their own enquiries if they require access to any religious or cultural facilities at the Hilton Hotel in Sydney or any other hotels during the Event.

The Event Organiser will make reasonable efforts to cater for dietary requirements identified in the attendees' registration process, but the Event Organiser does not guarantee all dietary requirements will be met and reserve its rights to offer reasonable alternative substitutes to any affected attendees.

Privacy statement

The Event is required to comply with the requirements of the *Privacy Act 1988* (Cth). ASIC reserves the right to modify or amend this privacy and copyright statement at any time, provided that those modifications or amendments comply with the applicable laws.

Attendees must read and acknowledge that they have read and understood the [ASIC Privacy Policy](#) and [Think Business Events Privacy Policy](#). These policies inform the manner of and purpose of the Event Organiser's collection, processing, use and disclosure of the personal information of attendees, and their rights to have access to and correct such personal information.

Use of personal information

The Event Organiser will collect and store information you provide in this Registration Form for the purposes of enabling us to:

- register your attendance at the Event;
- assist with administrative and planning processes;
- plan and develop the Event and other events in the future;
- facilitate your requirements in relation to the Event; and
- allow the compilation and analysis of statistics relevant to the Event.

The information that you provide in the Registration Form and information provided at any other time during the Event, including without limitation any feedback obtained during the Event, will be used by the Event Organiser to offer, provide, and continue to improve the Event and other services.

Virtual and web app platform

All registered attendees' name, position, organisation, and email address will be uploaded to the virtual and web app platform.

Attendees will receive the Event's login details direct from the virtual and web app platform. Attendees are responsible for the setup of their own attendee profile on the virtual and web app platform for interaction with other attendees.

Attendees are also responsible for any technical requirements to enable you to use the link to the virtual and web app platform provided by the Event and to participate in the Event via the virtual and web app platform.

Registered attendees will be able to set their privacy preferences when they log into the virtual and web app platform.

Please see the [Event FAQs](#) for more information.

Disclosure of personal information to third parties

The Event Organiser may disclose some of the information that is collected in the Registration Form if it is necessary to facilitate your participation in the Event.

The Event Organiser will not otherwise, without your consent, use or disclose your personal information for any purpose unless it would reasonably be expected that such purpose is related to the offer, provision and improvement of the Event or where such purpose is permitted or as required or authorised by law.

Confidentiality, privacy consent and intellectual property use

Attendees consent to the processing and use of their personal information in accordance with the Event Organiser's privacy policies.

If an attendee is in a country that is a member of the European Economic Area, their consent includes the Event Organiser's collection and processing of their personal data under the EU's *General Data Protection Regulation 2016/679* for the purposes related to the Event Organiser's Event offering or services and the monitoring of registration and payment related to the Event.

Attendees further expressly agree to the use and processing of their personal information by the Event Organiser for the purposes of an attendee list for any part of the Event and related social events, including the Annual Dinner. A list may be compiled containing the names, organisations, jurisdictions and necessary contact details of attendees, any speakers and hosts of the Event. A list may be circulated to all attendees and service providers (as necessary) to facilitate the supply of goods and services and their participation and interaction with others at the Event.

Attendees acknowledge that any and all information provided by attendees to the Event Organiser for the purposes of registration for the Event are neither confidential nor protected information for the purposes of section 127 of the *Australian Securities and Investments Commission Act 2001* (Cth). The Event Organiser may use, store and disclose that information for any purposes related to the Event as set out in these Terms and Conditions.

By registering for this Event, all attendees grant permission to ASIC, the hosts and its agents, to take photographs at the Event to reproduce and to distribute in associated educational, news or promotional materials and other associated publications, whether in print, electronic or other media, including the Event website. By participating in the Event, attendees permit the Event Organiser to use, reproduce and distribute photographs taken of attendees for such purposes and waive their legal rights to pursue any cause of action against ASIC related to such photographs. If attendees have any concerns regarding the use of photographs taken of them during the Event, they should see the registration desk during the Event or contact the Event Organiser asic@thinkbusinessevents.com.au before the Event date.

It is understood these images may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for ASIC. Attendees agree that they are not entitled to remuneration, residuals, royalties, or any other payment from ASIC in respect of their image/likeness or its use. Attendees agree to release, discharge, and hold harmless, ASIC and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in photographs or video taken in connection with the Event. Should attendees not agree to the above image release, they must advise the Event Organiser.

Insurance

Registration fees do not include insurance of any kind. It is strongly recommended that attendees take out insurance at the time of registration to include any eventuality, including but not limited to:

- personal property, health and medical expenses, injury, death and any other risks associated with the attendee's registration and attendance at the Event;
- any costs or damages caused or contributed to by the attendee for ASIC and any other third parties in relation to the Event; and
- loss of fees through cancellation of any attendee's participation in the Event or through cancellation of the Event, loss of airfares through cancellation for any reason including airline or related services strikes, loss or damages to personal property, force majeure or any other reason.

Liability

Attendees agree that their attendance at the Event is at their own risk.

Attendees agree not to hold ASIC or Think Business Events liable for any losses, damages, expenses, costs, claims or liabilities suffered or incurred by attendees including consequential or indirect losses or loss of profit through registering for the Event, attending the Event (whether in-person or virtually), cancellation or postponement of the Event, failure of the Event to achieve your expectations, or for any error or omission by ASIC or Think Business Events.

Attendees agree not to hold ASIC or Think Business Events liable or responsible for any personal injury (i.e. physical, psychological or emotional stress) or any loss or damage to personal property.

Event proposals and other speaker materials express the views of the relevant speaker(s) or author(s) alone. They do not necessarily represent the views of ASIC. Event materials must not be construed or be substituted for legal opinion or professional advice, rather they are general information only not to be relied upon. ASIC cannot accept liability for advice given, or views expressed, by any speaker at the Event or in any material provided to the attendees.