

These terms and conditions (these “Terms”) govern your registration for and participation in the Construction Innovation Forum 2020 (the “Event”) and are an agreement between AMCA / BIM-MEP<sup>AUS</sup>. (“AMCA,” “we,” “us,” or “our”) and you. You represent to us that you are authorised to enter into these Terms.

#### **EVENT**

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process. Sharing your registration with another person(s) is a violation of the Code of Conduct and may result in your access to the event being terminated.

#### **AGE LIMITATION**

Attendees must be 18 years of age on the first day of the Event to attend this event and all related events.

#### **PHOTOGRAPHY, AUDIO AND VIDEO RECORDING**

By attending this event, you acknowledge and agree that AMCA / BIM-MEP<sup>AUS</sup> has the right to use, reproduce, broadcast, rebroadcast, or incorporate in any manner whatsoever, all or any portion of photographs and/or videos of you or your participation in the Event for use in marketing materials and/or training materials and for internal use (“Materials”). You irrevocably, grant, transfer, and assign a nonexclusive, perpetual, worldwide, royalty free right and license to AMCA / BIM-MEP<sup>AUS</sup>, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. You understand that the Materials may be substantially edited, altered, rearranged or modified. To the maximum extent permitted by law, You hereby waive any moral rights you may have in the Materials.

#### **LEAD RETRIEVAL**

By allowing an exhibitor and/or sponsor to receive your contact information throughout the event, you are opting-in to receiving communications from that entity. You will be subject to their communications and privacy policy and must opt-out with them directly.

#### **INFORMATION**

AMCA / BIM-MEP<sup>AUS</sup> may collect, manage and share your information in accordance with the AMCA / BIM-MEP<sup>AUS</sup> Privacy Policy ([https://www.amca.com.au/Public/Privacy\\_Policy.aspx](https://www.amca.com.au/Public/Privacy_Policy.aspx) and <https://www.bimmepaus.com.au/privacy-policy/>) and all applicable data privacy laws and regulations.

#### **CODE OF CONDUCT**

We are committed to creating a safe environment that is inclusive and free from discrimination, regardless of race, religion, colour, national origin, sexual orientation, gender expression or identity, transgender status, age, disability, veteran or marital status, or any other protected categories under applicable law.

All participants must abide by the following policy:

##### ***Expected Behaviour***

- Be considerate of those around you.
- Be respectful of others and viewpoints that may be different from your own.
- Be mindful of your words and actions.

##### ***Unacceptable behaviours may include, but are not limited to:***

- Offensive or unwanted behaviour or language related to race, religion, colour, national origin, sexual orientation, gender expression or identity, transgender status, age, disability, veteran or marital status, or any other protected categories under applicable law.
- Visual harassment, such as sexual images or sexual language at the Event, including presentations and slide decks.
- Intimidation or bullying, both online and/or in-person.
- Sharing your event registration or making event content available to a AMCA / BIM-MEP<sup>AUS</sup> competitor.
- Any other illegal activity not already covered above.
- Sharing your event registration with another person(s).
- Failure to follow any of the rules or regulations of the event or instructions of the event staff.

##### ***Consequences of Unacceptable Behaviour***

Unacceptable behaviour will not be tolerated and could result in debarment from current, and/or any future AMCA / BIM-MEP<sup>AUS</sup> events. If a participant is seen engaging in unacceptable behaviour, AMCA / BIM-MEP<sup>AUS</sup> may take any action they deem appropriate, up to and including expulsion from the event without warning or refund. If appropriate, local law enforcement may get involved.

##### ***Reporting Behaviour***

If you are the subject of, or witness to any violations of these Terms and Condition, you can contact us by sending an email to [events@amca.com.au](mailto:events@amca.com.au), conference staff are empowered to take appropriate actions that may include, but are not limited to, debarment from the conference without refund and/or involving venue security or

local law enforcement.

The Terms and Conditions may be revised at any time by AMCA / BIM-MEP<sup>AUS</sup> and the terms are non-negotiable.

#### **VIEWS**

The views expressed by any event attendee, speaker, exhibitor or sponsor are not necessarily those of AMCA / BIM-MEP<sup>AUS</sup>. All event attendees, speakers, exhibitors and sponsors are solely responsible for the content of any and all individual or corporation presentations, marketing collateral, advertising and online Web content.

#### **DISCLAIMER**

AMCA / BIM-MEP<sup>AUS</sup> will provide You online access to and use of the Event via the Internet by use of a attendee-provided browser. You are solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the Event, including but not limited to Internet access and adequate bandwidth.

USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORISED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE EVENT AND CUSTOMER DATA. ACCORDINGLY, AMCA / BIM-MEP<sup>AUS</sup> CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

#### **STATEMENT OF LIABILITY**

Except where prohibited by applicable law, AMCA / BIM-MEP<sup>AUS</sup> does not bear any legal liability or responsibility for the safety of any attendee participating in this event. AMCA / BIM-MEP<sup>AUS</sup> disclaims any liability for the acts of any outside entities related to this event. AMCA / BIM-MEP<sup>AUS</sup> reserves the right to cancel the event without liability.

Each attendee shall be personally responsible for his/her behaviour. The organizers do not accept responsibility for the behaviour of any attendee or outside entity during the event. AMCA / BIM-MEP<sup>AUS</sup> shall not be liable for any delays or failure in performance or interruption of services resulting directly or indirectly from any cause or circumstance beyond the reasonable control of AMCA / BIM-MEP<sup>AUS</sup> including but not limited to, acts of God, war, terrorism, failure of transportation, weather, accidents, fires, electrical failures, strikes, labour disputes, postal delays, explosions, and government orders or regulations.

Attendees at this event agree to indemnify, defend, and hold harmless AMCA / BIM-MEP<sup>AUS</sup>, its officers, directors and agents, against all claims arising out of actions or omissions of attendee at or in connection with this event. To the maximum extent permitted by law, you (for yourself, your heirs, dependents, personal representatives, assigns, and anyone else who might make a claim on your behalf or as a result of your death or injury) hereby release AMCA / BIM-MEP<sup>AUS</sup>, and their respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event or the Materials.

Except where prohibited by applicable law, AMCA / BIM-MEP<sup>AUS</sup> disclaims any and all direct, special, consequential, incidental, punitive or other indirect damages of any kind whether alleged as a breach of contract or tortious conduct, including negligence, or based on any other cause of action.

The laws of the Commonwealth of Virginia without giving effect to its conflict of law provisions, govern these Terms and any dispute of any sort that might arise between the parties. Any dispute must be litigated in the state or federal courts located in Fairfax County, Virginia to whose exclusive jurisdiction the Parties hereby consent. If applicable, AMCA / BIM-MEP<sup>AUS</sup> reserves the right to substitute an equally qualified speaker in case of an emergency or cancellation. AMCA / BIM-MEP<sup>AUS</sup> has no duty with respect to presenters, exhibitors or sponsors, and makes no endorsements of any presentation or product.

Registering to attend this event acknowledges acceptance of these terms and provisions of registration.