



## TERMS AND CONDITIONS

### FY24 Xero Awards ceremony

Welcome to the FY24 Xero Awards ceremony. Your registration includes complimentary entry for two (2) attendees to:

- Luminaire in Melbourne on 23 November 2023 (**Event**).

### ATTENDANCE TERMS AND CONDITIONS

1. Registration to the event will guarantee you and your plus one entry to the event at Luminaire in Melbourne.
2. Xero will not be covering the cost of accommodation and travel to the event at Luminaire in Melbourne.
3. These terms will apply to everyone who attends the Event. By attending, you acknowledge and accept these terms in full.
4. Xero reserves the right to reject or accept your registration at any time in its absolute discretion. Acceptance of your registration is confirmed by Xero only when the acceptance is communicated to you by email.
5. You agree to comply with all reasonable instructions issued by Xero or venue management in relation to the Event.
6. You acknowledge that the material presented at the Event is subject to copyright and cannot be re-used without the express written permission of Xero.
7. All unauthorised photography and the recording or transmitting of audio or visual material, data or information by you at the Event is expressly prohibited.
8. During the Event, employees and/or representatives of Xero may be taking photographs and audio and visual recordings of the Event. Such photography and audio and visual recordings may include images and/or recordings of you, including any interview with you at the Event. You acknowledge and agree that your image and voice, and any interview with you, may be included without your permission and Xero may use such photography and audio and visual recordings in perpetuity for its own purposes, including advertising and marketing purposes, and that you will not be entitled to any compensation for the use of your image or voice in association with your attendance at the Event. To the extent permitted by applicable law, you hereby release Xero, its



successors, assigns and licensees from and against any and all claims, liabilities, losses, demands, actions, causes of action, costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which you may, or shall hereafter have arising out of Xero's use as herein provided and/or use by any third-party with or without Xero's consent.

9. Xero's collection of your registration information will be used for the purpose of confirming your registration details for the Event. Xero will only use your personal information in accordance with its privacy policy which can be found on <https://www.xero.com/au/about/legal/privacy/>.
10. Xero reserves the right at any time to change the format, participants, content, location and timing or any other aspect of the Event, in each case without liability.
11. If a Winner is not in attendance, Xero will notify them within 7 days of the Event ending. If the winner does not respond within 7 days from the date on which they are first notified by email or phone, Xero reserves the right to withdraw the Prize (in which case the Winner will be deemed to have forfeited the Prize) and another Winner shall be selected having regard to the criteria set out above. Xero may also publish the Winners' names on its website. To the extent possible, Xero will arrange for the Prizes to be delivered to the Winners.
12. Xero's decisions on all matters relating to this Competition (including but not limited to selection of the Winners by the Judges, awarding of the Prizes, the nature of the Prize and the operation of the Competition) will be final and no correspondence will be entered into regarding any such matters.
13. Prizes are not transferable, for sale, re-sale or auction and cannot be taken as cash. No Prize substitutions, except by Xero, who reserves the right to substitute a Prize with another Prize of comparable value for any reason as determined by Xero in its sole discretion.
14. All guarantees, representations, conditions and warranties of any nature are expressly excluded. However nothing in these terms limits, excludes or modifies or purports to do so, the guarantees as provided under Australia's Consumer Laws. If these laws impose any inalienable consumer rights then to the extent of any inconsistency with these terms, these terms are to be read down to permit those rights.
15. To the maximum extent permitted by applicable law, Xero, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these terms or any



other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) arising out of or in connection with the Event. This includes and is not limited to any losses associated with cancellation costs relating to travel, flights, accommodation, should the Event be cancelled.

16. Xero will not be in breach of these terms to the extent that performance of its obligations is prevented by an event of force majeure (including, without limitation, an act of war, industrial action, civil disturbance, adverse weather conditions, natural disaster or other unforeseeable circumstances beyond Xero's control).

#### **CANCELLATION POLICY**

17. Xero may, in its sole discretion, cancel or postpone the Event for any reason including if directed to do so by a government authority due to a pandemic. Where Xero does so it will notify You of such cancellation or postponement in writing. Xero is not responsible for, and will not be liable, for any of your costs associated with the Event or travel costs if the Event is cancelled or postponed.
18. These terms and conditions are governed by the laws of Victoria, Australia.