



TERMS AND CONDITIONS 2023

What does my Xerocon registration include?

Xero Australia Pty Ltd (“**Xero**”) is excited to welcome you to Xerocon Sydney 2023. Your Xerocon Sydney 2023 registration includes entry for one person to both days of Xerocon Sydney 2023 to take place on 23-24 August 2023, valued at a full price of \$1050 AUD. It does not include entry into the Xerocon party - tickets for that event must be purchased separately for a value of \$100. If you choose not to attend one of the included events that make up the Event (as defined below), no refund or discount will be offered. All tickets will be charged in Australian dollars. Tickets are non-transferable and can only be used by one person across both days.

TERMS AND CONDITIONS

Part A - General

1. These terms and conditions will apply to all delegates for Xerocon Sydney 2023 (including, but not limited to, the Xerocon party) (collectively, the “**Event**”). By registering for and/or attending the Event, you are agreeing to these terms and conditions. If you are registering on behalf of other people, you confirm that you have their permission to do so and that you have consent from them to disclose their personal information (name and contact information) to us, for the purposes of processing their registration.
2. Xero reserves the right to reject or accept your registration at any time in its absolute discretion. If your registration is rejected by Xero, your sole remedy shall be a refund of your pre-paid registration fee, if any.
3. You agree to comply with all instructions issued by Xero or venue management in relation to the Event.
4. All delegates acknowledge that the material presented at the Event is subject to intellectual property rights and cannot be re-used in whole or part without the prior express written permission of Xero and/or its licensors.
5. Unless expressly authorized in advance and in writing by Xero, you are prohibited from photographing the Event, or recording or transmitting audio or visual material, data or information presented at the Event.
6. Subject to Part B below, Xero reserves the right at any time to change the format (including, but not limited to, changing it from an in-person event to a virtual or hybrid in-person/virtual event), participants, content, location, date and timing or any other aspect of the Event, in each case without liability.



7. To the extent permitted by applicable law, all guarantees, representations, conditions and warranties of any nature in connection with the Event are expressly excluded. However nothing in these terms seek to limit, exclude or modify your statutory rights.

8. 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, theft, or any other loss (including but not limited to, liability for negligence, breach of these terms and conditions, or any other agreement), damage, cost or expense (including, but not limited to, 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, but is not limited to, losses or costs (including rebooking costs relating to travel and accommodation) should the Event be changed, postponed or canceled.

9. You must comply with any health and safety policies and directions that Xero may communicate to you before or during the Event, including any that relate to COVID-19.

10. You must comply with all applicable laws, codes, rules, regulations, ordinances and orders of governmental authorities in connection with COVID-19.

11. In order to ensure the health and wellbeing of all Event attendees, we may require you to provide evidence of your COVID-19 status before you attend the Event. For example we may require you to show us: (a) your vaccination certificate (showing that you have had up to date COVID-19 vaccinations), or (b) general proof that you have had the COVID-19 vaccination, or (c) proof of a recent negative test for the virus. We will endeavour to give you enough notice before the Event if we introduce this requirement. If any government authority or the venue requires us to see proof of your COVID-19 status before you attend the Event, we will also do our best to let you know about this in advance.

12. We may restrict access to the Event if we consider that there is a COVID-19 health and safety risk, either to you or to other attendees and staff of the Event.

Part B - Cancellation

1. Please advise Xero by email on xerocon.sydney@xero.com if you are not able to attend the Event. Other than as otherwise set out in this Part B, the following refund arrangements will apply. Refunds will be made via the original payment method used and to the party who originally paid the registration fee to Xero.

- If you notify Xero at least 10 business days prior to the Event, a full refund of your ticket price (less a \$50 administration fee) will be made.
- If you notify Xero within 10 business days of the Event, a full refund of your ticket price (less a \$250 administration fee) will be made.



2. If you have been diagnosed with COVID-19, have recently been exposed to someone who has been diagnosed with COVID-19, or who you suspect may have COVID-19, or have COVID-19 symptoms (e.g. fever higher than 100.4°F/38.0°C, cough, or shortness of breath), you must not attend the Event. Please notify Xero by email xerocon.sydney@xero.com within 48 hours of the beginning of the Event should this occur. If you have received a positive COVID-19 test in that 48 hour period prior to the Event and are able to produce that test record, Xero will refund your registration fee, less a \$50 administration fee, via the original payment method used and to the party who originally paid the registration fee to Xero. Xero will not be responsible for any other charges you incur in connection with your cancellation (e.g. non-refundable travel or accommodation).
3. If you reside outside Australia and plan to travel from overseas for the Event but are unable to attend the Event because of travel restrictions imposed by either the Australian government or governments in New Zealand or Asia, then you will be entitled to a full refund of your ticket price, so long as you email your cancellation request and reasonable evidence of the reason for your cancellation (relating to government restrictions), no later than five days from the date of the Event. Emails must be sent to xerocon.sydney@xero.com.
4. Xero will not be liable for any losses, costs or damages associated with postponement, changes or cancellation of the Event (including, but not limited to, registration fees) where such postponement, change or cancellation is due to causes beyond Xero's reasonable control (including, but not limited to, natural disaster, act of terrorism, COVID-19 or other epidemic/pandemic outbreak or any associated governmental or other applicable restriction, rule, order or the like, riot, strike or industrial dispute) ("**Force Majeure**").
5. If Xero cancels or changes the date or location of the Event, for a reason other than Force Majeure, and such change(s) result in you no longer being able to attend the Event, Xero will offer a full refund of pre-paid Event registration fees, as your sole remedy. Any such refunds will be made via the original payment method used and to the party who originally paid the registration fee to Xero.
6. Except as expressly stated in these terms, and except as otherwise required under applicable law, any and all amounts paid by, or on behalf of, Event delegates to Xero or any of its affiliates in connection with the Event are non-refundable.

Part C - Data privacy

1. Xero respects your privacy. Xero's privacy policy can be found [here](#) ("**Privacy Policy**"). By registering for and/or attending the Event, you agree to the Privacy Policy.
2. You should read that policy as it sets out how we use the personal information we collect from you.



3. In addition, you give Xero and its affiliates permission to publish your name and company name in the attendee list found in the official Event mobile application, which will be made available to all other Event delegates, exhibitors and other companies that may be represented at the Event. You will have the option to make other personal information available on the official Event mobile application should you wish.

4. You will be provided with a smart badge (“**Badge**”) for your use at the Event. The Badge contains technology allowing you to scan the Badge to easily exchange electronic business cards and provide your details to exhibitors and other companies that may be represented at the Event. You acknowledge and agree that any information you transmit to exhibitors or other companies during the Event by way of using the Badge is at your own risk and Xero makes no representations or warranties about how those third parties may retain, use or disseminate your information. We may also scan the Badge for Event management and Event activity tracking purposes (e.g. analyzing what breakout sessions were attended).

5. If your Badge is misplaced or lost, you must promptly advise the Event information counter so it can be deactivated. After the Event, it is safe to dispose of your Badge as you wish, as it will no longer work.

6. By attending the Event, you acknowledge that there will be filming, sound recording and photography at the Event. You give Xero and its affiliates unrestricted permission and irrevocable consent to photograph and film you, and to record your voice or written or oral presentations, and use your picture, photograph and other reproductions of your physical likeness and sound (including as edited by or on behalf of Xero) for any legitimate marketing purpose by or on behalf of Xero and its affiliates to the extent permitted by applicable law. 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.

Part D - Payments provider

All payments and refunds for the Event will be processed by Stripe. By registering for the Event, you acknowledge and accept Stripe’s [Terms of Use](#).