



IVCO 2020 Terms and Conditions

Date: 19 August 2020

1. Introduction

- 1.1 These terms and conditions (**Terms**) govern an attendee's (**you, your**) access to, and use of, the online events platform provided by vFairs LLC (**vFairs**) for the International Volunteer Cooperation Organisations Annual Conference 2020 (**Conference**).
- 1.2 The Conference will take place virtually from 26 to 28 October 2020 via the website link at: ivco2020.org. The Conference will be organised by Australian Volunteers International (**AVI we, us, our**) and hosted by vFair on vFair's online platform. The language spoken at the Conference will be English.

2. Acknowledgement

- 2.1 You acknowledge and agree that these Terms apply to the Conference as it is available on the vFairs online platform. You confirm that you have read, understood and agree to be bound by these Terms by checking the box before being granted access to the Conference, or otherwise when you access the Conference, or you register an account with us. Please read these Terms carefully.
- 2.2 A legally binding contract between AVI and you will be formed, consisting of these Terms, governing your access to the Conference and use of vFairs online platform.

3. Registration and attendance at the Conference

- 3.1 In order to attend the Conference, you must register online by 22 October 2020 and pay the registration fee in full (**Fee**). By registering to attend the virtual Conference, you agree to be bound by these Terms. Registration for the Conference is personal and cannot be transferred to another person.
- 3.2 The Fee payable by registrants will be set out on the Conference website at: <https://ivco2020.org/en/#Registration%20Fees>. All Fees are stated in and payable in Euros (€). The credit and debit cards that are accepted from time to time will be described on the AVI website. If you do not pay the Fee you will not be permitted to access the Conference.
- 3.3 To be eligible to receive the Forum Member or Forum Associate rate you will be asked to provide the name of which Forum Member organisation you are representing. User places may not be shared. The special rates applicable to Members and Associates will be set out on the Conference website at: <https://ivco2020.org/en/#Registration%20Fees>.
- 3.4 Once you have paid the Fee and registered, the purchase and any applicable exchange rate is final and will not be adjusted later. You acknowledge and agree that it is your responsibility to confirm that the price displayed at checkout is the price that you expect and agree to pay before you complete your purchase.
- 3.5 The Fee includes access to online sessions, workshops, exhibition and all other Conference features available in the online Conference platform as well as a certificate of attendance.
- 3.6 Your login details will be emailed to you ahead of the Conference which you can use to access the online conference portal.



- 3.7 Your record of registration and confirmation of payment will be sent to you via an automatic confirmation email upon completion of your registration. If you did not pay the Fee at the time of registration, your registration is not confirmed.

4. Modification, postponement, cancellation by AVI

- 4.1 AVI reserves the right at any time to: (a) change the format, facilitators, content, timing, timetables, plans or any other aspect of the Conference; (b) postpone the Conference or any part of the Conference; or (c) cancel the Conference or any part of the Conference provided that such change, postponement or cancellation will only be actioned by AVI if it is reasonably required by providing written notice to you in advance of such change, postponement or cancellation (to the extent reasonably practicable).
- 4.2 AVI will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you as a result of or in relation to AVI modifying, postponing or cancelling the Conference or any part of the Conference. AVI will not at any time be liable for any direct or indirect damage suffered by you, including consequential and immaterial damage, caused by a failure to comply with any provision of these Terms.
- 4.3 AVI will not be in breach of these Terms for any failure to provide the Conference that is caused by or arises from any event or circumstances beyond AVI's reasonable control.
- 4.4 Cancellations must be notified to the event organisers by email at: info@ivco2020.org. It is your responsibility to check that the notice of cancellation has been acknowledged, as this is confirmation that the cancellation has been received.
- 4.5 Cancellations received before 2 October 2020 are eligible for a full refund of the Fee less an administration fee of €20. Cancellations received on or after 2 October 2020 are non-refundable. All refunds will be processed within a reasonable time after the Conference has concluded. In no other circumstances will a refund be issued, including if you do not attend.

5. Intellectual property rights

- 5.1 All copyright and other intellectual property rights (including logos, trade marks, designs, text, graphics, images, information, applications) in materials provided to you during or for the purposes of the Conference (including, without limitation, Conference notes, slides, brochures) (the **Conference Content**) are the intellectual property of AVI, Forum, vFairs, our licensors or the Conference speakers, with all rights reserved.
- 5.2 You must not do anything, or omit to do anything, which may infringe our intellectual property rights, except with our express written permission. You must not reproduce, frame, transmit (including broadcast), adapt link to or otherwise use any of the material at the Conference, including audio and video excerpts, except as expressly permitted.
- 5.3 No Conference Content may be modified, distributed, communicated, framed, reproduced, republished, downloaded, displayed, posted, transmitted, sold, assigned, duplicated, licensed in any form or by any means, in whole or in part, without our prior written consent. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Conference.
- 5.4 AVI (or its partners) retains all right, title and interest in and to the Conference and the Conference Content and nothing you do on or in relation to the Conference will transfer or grant any intellectual property rights to you, subject to law.



- 5.5 Conference presenters acknowledge and agree that they have the intellectual property rights in the content in their presentation and agree to give AVI copyright permission to promote the materials and/or recording to the Conference on AVI websites and on AVI accounts on third-party websites (including but not limited to Twitter, Facebook, YouTube, and LinkedIn). Conference presenters retain all intellectual property rights, in the content uploaded to these sites.
- 5.6 By registering to attend the Conference, you grant permission to AVI to use your image, likeness, actions and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Conference (regardless of whether before, during or after the event) in any medium or context without further authorisation or compensation.
- 5.7 Conference presenters acknowledge and agree that in the event any claims of action arise with respect to their materials or any other actions related to participation in the Conference, they act in sole and individual capacity and that AVI does not assume liability for presenters and audience member actions.

6. Disclaimer, limitation of liability and indemnity

6.1 Disclaimer

- 6.1.1 To the fullest extent permitted by law, but subject to clause 6.2 and 6.3, AVI excludes all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common law, statute or otherwise) and the application or availability of any statutory rights (including any implied representations, warranties, terms or conditions or any statutory guarantees that the Conference is of satisfactory quality or fit for purpose).
- 6.1.2 AVI make no guarantee nor give any warranty that any particular individual will appear as a speaker, presenter or panellist in the Conference.
- 6.1.3 Any views expressed by speakers are their own and AVI does not accept any liability for advice given, or views expressed, by any speaker at the Conference. We do not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice.
- 6.1.4 You are responsible for making your own assessment of the information available on or through the Conference, and you should verify all relevant representations, statements and information before you rely on that information.

6.2 Limitation of liability

- 6.2.1 Subject to clause 6.3, neither party will be liable to the other party under or in respect of these Terms for any consequential, indirect, or special damages, regardless of whether that liability arises in contract, tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise howsoever arising.
- 6.2.2 You assume responsibility for the use of, and from your participation in, the Conference. To the fullest extent permitted by law and subject to clause 6.3, AVI's total liability of any kind to you arising out of or related to these Terms (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort (including negligence), breach of statute or otherwise, does not exceed the total Fee paid by you in respect of the Conference.



6.3 Statutory rights and consumer guarantees

Nothing in these Terms is intended to exclude, restrict or modify any rights that you may have under the *Competition and Consumer Act 2010* (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.

6.4 Indemnity

You agree to fully indemnify and hold AVI, its employees, agents, contractors and sub-contractors (**Representatives**) harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by AVI and/or its Representatives arising out of or in connection with the Conference, including, but not limited to: (a) your breach of these Terms; (b) your use of the vFairs online platform or attendance at the Conference; or (c) your infringement of any intellectual property or other right of any third party.

7. Security

- 7.1 We use our best endeavors to minimise viruses and bugs from infiltrating the Conference. However, due to the nature of the internet, the website in which the Conference will be available, may be affected by viruses or bugs from time to time.
- 7.2 You must take your own precautions to ensure that the process which you employ for accessing the Conference does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.
- 7.3 We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your attendance in the Conference and use of the relevant website or any linked website

8. Privacy

- 8.1 Your registration for, and attendance at the Conference, and any handling of your personal information, is at all times subject to: (a) these Terms; (b) AVI's Privacy Policy's available here: <https://www.avi.org.au/wp-content/uploads/2020/08/AVI-Privacy-Policy-Statement.pdf>; and (c) vFair's Privacy Policy available here: <https://www.vfairs.com/privacy-policy/>, as amended from time to time.
- 8.2 In order to attend the Conference you must provide the following information: Your full name, email address, phone number, job title, organisation name, country and city of residence, and credit/debit card details. AVI collects this information as host of the Conference to facilitate your registration for the Conference and to keep you informed about updates and news associated with the Conference.
- 8.3 Your personal information will be shared with other organisations in order to process your registration for the Conference. These organisations include: Stripe – Ecommerce gateway (to process the Fee for you to attend the Conference), International Forum for Volunteering for Development (Forum), and vFairs (the provider of the online platform for the Conference).
- 8.4 By participating as a presenter or attending the Conference in this digital environment via the vFairs online platform, you acknowledge and agree that the Conference will be recorded. If you do not wish to be recorded, please do not participate. The Conference presentations will be recorded by video or audio, or both. Any recordings of the Conference will be made available via the conference portal for 30 days following the Conference.



- 8.5 You acknowledge and agree that AVI will take photographs, videos and audio recordings of the virtual event related to the Conference for use in AVI's news and promotional materials in print, digital, email and other media, including AVI's website and social media platforms. You agree to grant AVI the right to use any image, photograph and voice in this context without compensation. All media become the property of AVI and may be displayed, distributed or used by AVI.
- 8.6 All live presentations will be video recorded and made available on demand as part of the Conference. If you submit questions as part of the Q&A discussion you consent to your question being made available online as part of the discussion.
- 8.7 The information that you provide to AVI will be used to ensure we provide you with products and services that best meet your needs. This may include the promotion of AVI products and services by electronic means. Your information will also be used to produce event materials.

9. General

- 9.1 These Terms are governed by and are to be construed in accordance with the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.
- 9.2 AVI may amend these Terms from time to time by posting a revised version on AVI's website or by otherwise notifying you in writing.
- 9.3 If there is a contradiction or inconsistency between these Terms and any other notices, policies, communications or documents relating to the Conference then these Terms will prevail to the extent of that contradiction or inconsistency.
- 9.4 If a court determines that any provision of these Terms is invalid or not enforceable, that provision shall be read down or severed to the extent of the invalidity or unenforceability only, without affecting the remaining provisions of these Terms.

10. Contact AVI

- 10.1 If you have any queries regarding the Conference, please contact AVI by:
- 10.1.1 email: Info@ivco2020.org;
 - 10.1.2 post: 160 Johnston Street (PO Box 350), Fitzroy, Victoria, 3065, Australia; or
 - 10.1.3 telephone: Tollfree (within Australia) on 1800 331 292.