

Terms and Conditions - Delegate

1. General

- 1.1. These terms and conditions ("**Terms**") apply between the person, firm, company, or other entity specified on your registration form ("**you**" or "**your**") and This Ain't Your Average Conference Company Pty Ltd, a New South Wales, Australia-based company, whose registered ABN (Australian Business NO.) is: 70164313866 ("**Global ARC**") for the event(s) specified on your registration form and/or invoice (the "**Event**").
- 1.2. When you register, you acknowledge and accept these Terms in full, to the exclusion of all other terms. Please read them carefully as they contain important information. If you do not agree to be bound by these terms, Global ARC will be unable to accept your registration.
- 1.3. These Terms will apply to all delegate registrations ("**Delegate**") for all Global ARC Events (whether in a personal capacity, registering on behalf of a colleague, or as a representative of a company or other legal entity) to attend the Event ("**your Registration**"), and apply whether the attendance is gratis or paid.
- 1.4. It is the Delegate's responsibility to read the cancellation and Delegate conduct policies thoroughly before completing the registration process.
- 1.5. In the event of dispute, all parties accept that these Terms and Conditions shall be governed in all respects by the laws of the State of New South Wales, Australia.
- 1.6. If you register for an Event on behalf of a colleague, or as a representative of a company or other organization, you confirm that you have authority to agree to these Terms on their behalf. You shall also ensure Delegate(s) from the company or other organization attending the Event are made aware of and shall be bound by these Terms.
- 1.7. When registering, you must provide Global ARC with accurate and complete details. It is your responsibility to inform Global ARC of any changes to that information (including, without limitation, your email address) by updating your details on the relevant section of the applicable website or contacting Global ARC using the contact information provided to you in any event confirmation ("**Event Confirmation**").

2. Delegate Registration Types

- 2.1. Standard delegate passes ("**Standard Delegate**") are solely for use of full-time employees of asset management companies. In the case of dispute, Global ARC retains the final right to determine which organizations qualify as an asset manager.
- 2.2. Institutional Investor-related delegate passes ("**Institutional Investor Delegate**") are solely for the use of full-time employees of not-for-profit pension plans, foundations, endowments, or sovereign wealth funds to attend the Event. They are not for institutional investor board members, investment managers, fund of funds managers, Outsourced Chief Investment Officers (OCIOs), wealth managers, pension consultants, multi-family offices or service provider clients. In the case of dispute, Global ARC retains the final right to determine which organizations qualify as institutional investors.
- 2.3. Investment Consultants are able to attend the Event as a Standard Delegate under the Standard Delegate Pass ("**Consultant Delegate**"). Consultant Delegates are full-time employees of investment consulting service firms, for which most of their business revenues are drawn from *Assets Under Advisement*. Please refer to Global ARC's approved list of consultant organisations if you are in doubt. Global ARC retains the right to cancel a Consultant Delegate's registration, made under an Investor Delegate pass, post-submission of the registration form if Global ARC deems that he/she does not satisfy these criteria. In such a case, Global ARC will either (i) provide a refund, minus 30% administration charge or (ii) allow for the Delegate(s) to pay the difference and register at the prevailing Standard Delegate Pass rate.
- 2.4. Global ARC reserves the right at its sole discretion to refuse to accept your Registration or to decide under which Delegate Registration Type your Registration falls under, including Event registration and/or post-Event Confirmation.

3. Privacy and Data

- 3.1. Global ARC is closed to all press and media.

- 3.2. By registering as a Delegate, you agree to receive communications in relation to that specific Event by email or phone. You may also receive communications about other Global ARC-related events from Global ARC, or its associated companies, under legitimate interest.
- 3.3. You have the right to opt-out of being contacted for direct marketing purposes by Global ARC by contacting Global ARC at info@global-arc.net.
- 3.4. Global ARC may provide confirmed/prospective sponsors/speakers with a list of individuals who have registered to attend the Event. This list may include name, job title and company name information.
- 3.5. As a Delegate, you acknowledge that recordings, still shot images and photographs may take place during the Event. Global ARC reserves the right to use such images and videos recorded during the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you. If you do not wish your photograph or image to be used in this manner, please notify Global ARC at info@global-arc.net, and Global ARC will use reasonable endeavours to comply with your request.

4. **Data Processing**

- 4.1. Global ARC shall process any personal data which it obtains or holds in relation to a Delegate under or in relation to these Terms only for the purposes of carrying out its obligations under these Terms. Global ARC may disclose your personal information to third party providers to whom Global ARC has contracted out functions such as mailing houses or Event operations. Your personal information may be stored on both US and non-US servers.
- 4.2. For more information about Global ARC's data protection policy please go to Global ARC's Privacy Policy at https://garc.co/Privacy_Policy_20th_Annual.

5. **Online Event Content Access**

- 5.1. Delegates who register for an Event shall be granted login access to online content including materials, data, information, and products provided by Global ARC or its Event partners at, relating to or forming part of the Event ("Content").
- 5.2. Access to the Content will be granted either via email-specific login or via usernames and passwords ("Login Details"), as appropriate for the relevant Event.
- 5.3. Delegates are not permitted to share Login Details with any other person(s) (including for the avoidance of doubt, any other colleague, employee, partner, director, agent or representative of the Delegate or your company); or to make their Login Details available to multiple users on a network.
- 5.4. Delegates are responsible for all access to or use of any Content by them or anyone else using their Login Details and for preventing unauthorized use of any such Login Details. If you believe there has been any breach of security (such as the disclosure, theft or unauthorized use of any Login Details or any payment information), you must notify Global ARC immediately by emailing info@global-arc.net.

6. **Technical Support & Assistance**

- 6.1. Delegates are responsible for procuring the necessary equipment and the payment of any charges necessary to access and/or use any Events or Content (where applicable).
- 6.2. Global ARC is not responsible for the reliability or continued availability of the telephone or internet lines and/or equipment that you use to access and/or use any Event or Content. It is the Delegate's responsibility to ensure that Global ARC's technology is compatible with your systems prior to registering for such an Event.
- 6.3. Global ARC is not liable or responsible for any technical issues which may arise as a result of your failure to ensure compatibility of Global ARC's technology with your systems. Similarly, Global ARC is not liable or responsible for any delay, disruption, or disturbance in the operation of the internet or problems caused by your internet service provider or for any telecommunications failures which are beyond Global ARC's control. 24-hour access to Content may not be available as a result of downtime for repairs, maintenance and/or repairs to Global ARC's websites and systems.

7. Code of Conduct

- 7.1. Global ARC is an educational forum for institutional investors, investment managers, investment consultants and academics. In keeping with this objective, Delegates are required to abide by Global ARC 's Delegate code of conduct. Specifically, Delegates are required to treat fellow Delegates and Global ARC staff courteously and are prohibited from aggressively marketing their firm or products to other Delegates.
- 7.2. If Global ARC judges that a Delegate is acting or communicating in a manner that contravenes these rules, then Global ARC will issue the Delegate with one verbal warning. If, in Global ARC's opinion, this behaviour continues the Delegate will be removed from and required to leave the Event, and no refund will be provided for any unattended days or sessions, nor will substitution by another Delegate be allowed.
- 7.3. Delegates may submit/post/upload, their own Content such as, presentations, webinar contents, Event information, reviews, comments, messages, and others, and are solely responsible for its accuracy and ensuring that it does not violate any third-party rights. Delegates further understand that all risk, including but not limited to any third-party right violation, any liability arising from any false, misleading, slanderous, or defamatory Content ("**Inappropriate Content**"), shall solely attribute to the Delegate and in no case shall Global ARC be liable for any claim or liability arising from such Inappropriate Content communicated by the Delegate, whether posted on the Event website or otherwise.
- 7.4. Global ARC reserves the right to disable the Delegate's Event access to Content if the Delegate breaches the provisions of clause 7.3.
- 7.5. It is a condition of admittance that Delegate agrees not to record any sessions at the event and that any breach of this condition will result in the Delegate being excluded from the Event and forfeiting their registration fee.
- 7.6. In the case of dispute, the Delegate accepts that Global ARC retains the final right to determine whether Delegate behaviour contravenes Global ARC's code of conduct or communicates Inappropriate Content.

8. Changes to Events and Cancellations

- 8.1. It may be necessary for reasons beyond Global ARC's reasonable control to alter the advertised Content, timing, delivery format, medium of delivery – whether the Event is physically or virtually delivered or some hybrid of the two - and/or software of the Event or the advertised speakers or sponsors. Global ARC reserves the right to do this at any time.
- 8.2. Should the dates of the Event change, Global ARC will provide Delegates with notice of the same and will offer you the choice to attend a future Event of your choice (up to the value of sums paid by you in respect of the Event where applicable) or the opportunity to attend the rescheduled Event as varied.
- 8.3. If you are unable to attend the rescheduled Event, Global ARC will welcome substitute Delegates / guests attending in your place who are of a similar job function, and that Global ARC has at least 3 days prior notice of the name of your proposed substitute and has received payment in full, where applicable. Please notify Global ARC of any substitutions by email at register@global-arc.net.
- 8.4. No refunds will be given in respect of any non-attendance on any grounds.

9. Registration Fees

- 9.1. All registration fees for each Event ("**Registration Fee**") are correct at the time of publication. Global ARC reserves the right to change the Registration Fee at any time, but changes will not retrospectively affect registrations which have already been confirmed by Global ARC.
- 9.2. The Registration Fee must be received in full and in cleared funds by Global ARC from you in accordance with Global ARC's payment terms from time to time in force, but in any event not later than 72 hours before the Event. If payment of your Registration Fee in full is not received before the Event, Global ARC may (at its sole discretion) either require such payment as a condition of your entry/access to the Event or refuse you entry/access to the Event. No refunds of any proportion of your fees already paid (if any) will be made and any balance of your fees will remain due and payable where entry to an Event is refused under this condition.

10. COVID and/or Other Communicable Disease Outbreaks

- 10.1. Delegates are solely responsible for ensuring their own compliance with all COVID and/or other relevant pandemic or other communicable diseases applicable testing requirements, quarantine measures, vaccine requirements, travel orders, health declarations, regulations, and laws, both government and corporate.
- 10.2. In registering, Delegates agree that they attend the Event at their own risk and are solely responsible for ensuring their compliance with all COVID and/or other pandemic-related or other communicable diseases regulations, both government and corporate and will adhere to any COVID and/or other pandemic safe processes implemented by Global ARC.
- 10.3. To gain physical admittance to the Event, Global ARC reserves the right, without recourse, to require that Delegates show proof of appropriate vaccination against COVID and/or applicable pandemic variants or other applicable communicable diseases on the day of the Event.
- 10.4. Delegates who are unable or unwilling to provide satisfactory proof of COVID vaccination and/or applicable pandemic variants or other applicable communicable diseases will be refused entry to the physical, in-person Event and will only be able to attend the Event remotely. In registering, Delegates accept that no refund will be provided to the Delegate in the case of such an eventuality.
- 10.5. Delegates agree that in the case of dispute, Global ARC retains the sole right to determine what constitutes satisfactory proof of vaccination.

11. Delegate Refunds and Cancellations

- 11.1. Should you be unable to attend, a substitute Delegate from your company is welcome to replace you at no extra cost, on condition that details of the substitute Delegate are provided in writing at least 72 hours in advance of the Event.
- 11.2. Cancellations will not be entitled to a refund nor to a credit note for future Events. In registering, Delegates acknowledge and accept that no exceptions will be made to this twelve-week cancellation rule on any grounds, including, but not limited to: a Delegate's inability to attend due to acts of terrorism, industrial disputes, personal or family emergencies, disruptions caused by weather, natural calamities, infectious diseases, epidemics, pandemics, or other acts of God.
- 11.3. No refunds will be given in respect of any non-attendance.

12. Global ARC Cancellation and Postponement Policy

- 12.1. If the Event is cancelled by Global ARC for any reason, delegate passes will automatically be transferred to the next Event. Neither Global ARC nor its associated companies or its employees accept responsibility for travel and/or accommodation cost or consequential losses incurred by prospective delegates as a result of any such cancellation. Global ARC therefore recommends that prospective Delegates arrange appropriate insurance cover.

13. Force Majeure

- 13.1. "**Force Majeure**" means circumstances which are beyond Global ARC's reasonable control, and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for Global ARC to perform its obligations under these Terms, including circumstances, which directly affect the Delegates in their home countries resulting in a material percentage of the Delegates being reasonably likely to be prevented from participating. If, as a result of Force Majeure, Global ARC cancels the Event, Global ARC shall use its reasonable endeavours to reschedule the Event to take place within 12 months of the original Event dates. If Global ARC is unable to reschedule the Event, it shall allow you to attend an alternate Event provided you have paid the Registration Fee prior to the cancellation. Global ARC accepts no liability and shall pay no refund or compensation where the performance of its obligations is made illegal or impossible by or because of Force Majeure.