

Awards Dinner Terms and Conditions

Please read these Terms and Conditions carefully. **By accepting tickets to the event, you agree to be bound by these Terms and Conditions.** You must not attend the event unless you agree with these Terms and Conditions.

In these Terms and Conditions, a reference to **HESTA** is to H.E.S.T. Australia Limited ACN 006 818 695 as trustee of HESTA. A reference to the **Venue** is to the premises and/or venue to which a ticket relates.

1. Application of Terms and Conditions

These Terms and Conditions apply to the maximum extent allowed by law (including the Australian Consumer Law). Nothing contained in these Terms and Conditions excludes, restricts or modifies, or has the effect of excluding, restricting or modifying our liability for breach of a statutory warranty or condition implied by law, including Consumer Law.

Particulars of an event may be changed due to circumstances outside the reasonable control of HESTA without prior notice given to you. Wherever possible, HESTA will advise guests of event changes prior to the commencement of the event, or at the event where prior notice is not possible.

2. Privacy

HESTA is the Promoter of the HESTA Awards. The information you provide on registration, and any subsequent information you provide to us or our service providers in relation to this event, is collected in accordance with the [HESTA Awards Privacy Policy](#). Where you provide us with personal information about another person, it is your responsibility to notify that person about the disclosure of their personal information to us.

3. Photography and videography

Please note that professional photography and videography will be taken at our event. HESTA and ME Bank reserve the right to use any entries, photographs, video, media and/or articles pertaining to dinner guests, finalists and winners of this award, in relation to the awards, for future promotional purposes without any further reference, payment or other compensation to the dinner guests, finalists or winners.

4. COVID-19 Special Terms

HESTA has adopted some special Terms and Conditions, in light of the coronavirus (COVID-19) pandemic. These special terms are informed by a safety-first approach so that events are COVID safe for all workers and audiences and mitigate risks of community transmission to the general public.

- a. Physical tickets will not be issued. Instead of being issued with physical tickets, your name will be checked at the door against the details provided by you at the time of

booking. In order for you and your booking party to be admitted, you will be required to present the confirmation email.

- b. You accept that your seats are non-transferrable.
- c. You acknowledge that the event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending an event (or the holding of the event itself). If that is the case, then the number of persons permitted to be in or around the event venue may be affected, resulting in HESTA being required to decide whether to:
 - (i) cancel or postpone the event;
 - (ii) reduce the number of persons who may attend the event;
 - (iii) change your seating allocation and/or members of your booking party; and/or
 - (iv) change any seating configurations for attendance at the event,in order to comply with the Government directions or regulations and you release HESTA from all liabilities arising out of or in connection with such decisions except to the extent that the liability is caused by any fraud, negligence or wilful misconduct by HESTA (or HESTA's agents, employees, officers or contractors).
- d. While HESTA endeavours to create a COVID-19 safe event, you acknowledge that HESTA does not accept any responsibility in the event you are required to take any actions due to a Government direction or regulation, including to enter quarantine, or if you are exposed to the COVID-19 virus, and you release HESTA from all liabilities arising out of or in connection with the foregoing except to the extent that the liability is caused by any fraud, negligence or wilful misconduct by HESTA (or HESTA's agents, employees, officers or contractors).
- e. HESTA supports the Federal Government's recommendation regarding the use of the COVID safe App.

5. When you must stay at home

- a. You must stay at home and must not attend the Venue or the event if you:
 - i. are required to self-isolate or quarantine (and the event falls within the isolation/quarantine period) due to:
 - being a confirmed case of COVID-19; or
 - having close contact with a confirmed case of COVID-19; or
 - having recently returned from overseas and not completed any quarantine requirements
 - ii. have COVID-19 symptoms, have been tested for COVID-19 and are awaiting test results (and the event falls within the period of awaiting test results). The symptoms of COVID-19 include: fever, chills or sweats, cough, sore throat, shortness of breath, runny nose or loss of sense of smell.
- b. You must communicate these requirements to members of your booking party which apply to them as well.
- c. You must contact us as soon as possible if you or a member of your booking party falls into any of these categories.

6. COVID-19 safety when you attend our events

- a. When you attend our events, you and each member of your booking party must comply with any COVID-19 safety protocols advised or issued by any governmental agency or

any reasonable requirements notified to you by HESTA or the venue (including by way of signage at the Venue or by way of line markings on the floor). This includes complying with:

- i. hand hygiene requirements
 - ii. the requirement to wear a face mask (if required);
 - iii. physical distancing requirements (including physical spacing requirements while queueing);
 - iv. person limits for particular spaces and areas; or
 - v. person density requirements.
- b. You acknowledge that anyone not adhering to these requirements may be in breach of directions issued by the Chief Health Officer for which penalties may apply.
- c. You acknowledge that HESTA may be required to collect contact tracing information from you and each member of your booking party when you and they attend the event. This includes the first name and phone number of each person who attends. You must communicate this requirement to each member of your booking party before they attend the event.
- d. You and your booking party may be refused entry or required to leave the venue or event if you or they:
- i. refuse to comply with any COVID-19 safety protocols advised or issued by any governmental agency or any reasonable requirements notified to you by HESTA or the venue management;
 - ii. refuse to comply with any reasonable health and safety directions given by venue staff;
 - iii. refuse to provide contact tracing information to HESTA or the venue on request to the extent that HESTA or the venue is required by law to collect such information;
 - iv. are exhibiting symptoms of COVID-19, as notified to or as assessed by HESTA or venue staff. These include: fever, chills or sweats, cough, sore throat, shortness of breath, runny nose or loss of sense of smell;
 - v. have been tested for COVID-19 and are awaiting test results; or
 - vi. are required to be in self-isolation/quarantine due to:
 - being a confirmed case of COVID-19; or
 - having close contact with a confirmed case of COVID-19; or
 - having returned from overseas.
- e. We ask that you and each member of your booking party make a reasonable assessment of your health status before attending our Venue or the event.
- f. You must notify HESTA immediately if you or any member of your booking party develop any symptoms of COVID-19 within 14 days of attending a Venue. Please contact us immediately by calling us on (03) 8600 1600.

7. Conditions of Entry

- a. Attendance at a venue or an event and the right of admission is reserved by HESTA. By attending an event, you agree to the Venue's conditions of entry. You may be refused entry or required to leave the Venue or event for the following reasons:
- i. Where you cannot produce a confirmation email for the event;
 - ii. Where you produce a confirmation email that is identified by HESTA as having been transferred from another guest;
 - iii. Where you are unwell;

- iv. Where HESTA considers (acting reasonably) that there may be a health and safety risk to yourself or to others in your attendance at the event;
- v. Where HESTA considers (acting reasonably) that such action is reasonably necessary to manage a material risk to it or to protect its legitimate business interest); or
- vi. Where you otherwise breach these Terms and Conditions or fail to follow the reasonable directions of venue staff.