

“MGA Goes to the Aquarium 2024”

TERMS AND CONDITIONS

PARTIES	
Organiser	The Monash Graduate Association Inc. (MGA) registered office being 21 Chancellors Walk Monash University Victoria 3800, is a not-for-profit, representative association for Monash University (Australian campuses) enrolled graduate students.
Participant	<p>The MGA is an incorporated entity under the Associations Incorporation Reform Act 2012 (Vic) and is subject to the Constitution of the MGA.</p> <p>Currently enrolled Monash University graduate students (Grad Cert, Grad Dip, Masters and PhD) enrolled in an Australian Campus. and may also includes any and all of their family members and friends that may participate in this Event.</p> <p>Certain persons are prohibited from attending unless acting as group leaders on the day including; Business directors, management, MGA employees (including their immediate family members), retailers, suppliers, associated companies and any agencies or agents of the MGA.</p>
DETAILS	
Event Start Date and Time	19/04/2024, morning AEDT
Event End Date and Time	190/04/2024, afternoon AEDT
Event and Location	MGA Goes to the Aquarium 2024- SEA LIFE Melbourne Aquarium, King St, Melbourne
Cost/Fees	<p>Monash Grad: \$5 + booking fee Non-Monash adult grad: \$15 + booking fee Children age 3-15: free Children under the age of 3: free</p>
Disclosed information	<p>May include:</p> <ul style="list-style-type: none"> • Monash University Student name, student email address, mobile phone number, student ID. number, emergency contact of Participant and their name and contact details. This means the Emergency Contact may be required to provide their name, email address and mobile number. • Monash University Student Identity Card, (ID) or an equivalent photographic proof of identity card such as a driver licence or passport. • Monash University Enrolment Proof including but not limited to Web Enrolment System, Confirmation of Enrolment, and the Monash App Subject list.

1. Background

- 1.1. The Organiser runs recreational events, competitions and trips (among other activities) as part of its support function and to foster a sense of belonging for its graduate constituents.
- 1.2. By opening MGA events to friends and family of the graduate constituents ,it helps graduate students to feel less isolated, international students in particular.
- 1.3. Participation/registration into the Event is deemed as acceptance of these Terms and Conditions which are binding on Participants.

2. Registrations

- 2.1. The preferred method of Registration is online via the nominated booking link.
- 2.2. If any Participant encounters difficulties with online Registrations, they should contact the Organiser.

3. Ticketing

- 3.1. Every Participant may book their place plus a maximum of one ticket for ONE friend or partner or family member, who is not a Monash Graduate Student.
- 3.2. Payment in full of any applicable fee(s) for the Event ticket is due upon registration. If such payment is insufficient or declined for any reason, the Organiser reserves the right to refuse entry by the Participant to the Event.
- 3.3. Participants will be notified of their booking, once confirmed, by email.
- 3.4. If there are any mistakes in the Participant's booking details, or in the confirmation notice, the Participant must notify the Organiser as soon as possible.

4. Photo Consent

- 4.1. By participating in the Event, the Participant consents to having their photo(s) taken any time during the Event. The photographs may be used by the Organiser for promotional purposes. Participants can withdraw or modify their consent to be photographed, at any time by notifying the Event Organiser in writing to – mga-events@monash.edu

5. Attendance Requirements

- 5.1. Each Participant must:
 - 5.1.1. observe the rules, policies and procedures of the SEA LIFE Melbourne Aquarium, being the Event Location including health and safety and must observe any reasonable instructions issued by the Event Organiser and/or the management of SEA LIFE Melbourne Aquarium;
 - 5.1.2. observe the relevant Monash University rules, policies and procedures, including but not limited to [Monash University Student Charter](#), [Monash University Alcohol Risk Management Procedure](#) and the [Student General Conduct Policy](#).
 - 5.1.3. be responsible for their own insurance, including cover for medical and like expenses, for lost, stolen or damaged personal property for themselves and for family members or friends who they bring to the Event;
 - 5.1.4. make their own way to and from the Event.

- 5.2. Participants must provide the Organiser with all Disclosed Information when registering, failing which they will not be permitted to attend the Event.
- 5.3. Participants, and their family or friend if attending, are advised to seek health and medical advice prior to departure, including advice on pre-existing and/or current medical conditions, and any other health related issues or physical concerns which may impact their participation in the Event.
- 5.4. Participants must disclose major medical conditions, allergies, dietary requirements, use of prescription medication to the Organiser's staff with whom they have had contact regarding the Event. While the Organiser may be able to provide general information warning Participants of health risks and precautions of participating in the Event, the onus is on Participants to make their own inquiries.
- 5.5. Please note failure to comply with these Terms and Conditions may result in entry to the Event being refused and/or eviction from the Event. If a ticket is sold or used in breach of these Terms and Conditions, the ticket may be cancelled at the Organiser's discretion without a refund.
- 5.6. The Organiser reserves the right to refuse entry by any Participant and /or their family or friend, to the Event or to remove any Participant and/or family or friend, from the Event if there has been a breach of these Terms and Conditions or any activity or behaviour contrary to acceptable standards or any illegal activity, at the Organiser's sole discretion.
- 5.7. The Organiser reserves the right to recover from the Participant any loss or damage incurred or suffered by the Organiser, the venue provider, its staff or agents, at the Event or any place related to it, which occurred as a result of the Participant's conduct at the Event or their failure to comply with these Terms and Condition. In such circumstances, the Participant will not be entitled to a refund of any Fees paid.

6. Conditions of Entry

- 6.1. Participants may be refused entry or required to leave the venue or Event for any valid reason, including:
 - 6.1.1. If the Participant cannot produce a ticket and current student Monash ID for the Event if required.
 - 6.1.2. If the Participant produces a ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions.
 - 6.1.3. If the Participant produces a ticket that is identified by the Organiser as having been sold by an unauthorised seller.
 - 6.1.4. If the Participant refuses to remain in the area or seat designated on their ticket.
 - 6.1.5. If the Participant has in their possession and/or refuses to surrender to the venue/Organiser staff, any prohibited object or article including but not limited to dangerous items, photographic or recording equipment or food or alcohol that is not permitted to be brought into or used in that venue.
 - 6.1.6. If the Participant behaves in a manner which causes or may cause property damage or that threatens or may threaten the safety of any person or persons, including but not limited to, as a result of intoxication.
 - 6.1.7. If the Participant behaves in a manner that unreasonably interferes with other people's enjoyment of the Event, including through the use of cameras, mobile phones, personal computers, paging devices or other electronic devices.
 - 6.1.8. If the Participant is unwell or intoxicated.
 - 6.1.9. If the Participant otherwise breaches these Terms and Conditions or fails to follow the reasonable directions of venue/Organiser staff.

- 6.2. In the said circumstances, tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

7. Breach

- 7.1. If the Participant violates these Terms and Conditions, the Organiser without prior notice, reserves the right to:
 - 7.1.1. cancel the tickets and bookings without a refund;
 - 7.1.2. prohibit the Participant from attending the Event;
 - 7.1.3. restrict the Participant from making future ticket purchases; and
 - 7.1.4. if required by law, or by subpoena or an enforcement body, disclose information about the Participant for the investigation of any unlawful or harmful activity. This includes but is not limited to where the Organisers have reasonable grounds to believe the Participant is intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the Event by others.

8. Refunds

The Organiser will only offer a refund of a ticket if this Event is cancelled, rescheduled or significantly relocated by the Organiser or related third parties and the Participant cannot or does not wish to attend the rescheduled or relocated Event. Participants must apply for a refund within a reasonable time. The Organiser will not refund any money as a result of change of mind or a change in personal circumstances.

9. Ticket replacement

The Organiser will only replace lost, stolen, damaged or destroyed tickets if the authenticity of the ticket can be verified, including proof of purchase, and if the Participant gives reasonable notice before commencement of the event.

While the Organiser takes all reasonable care to ensure that tickets are correctly priced and only available for sale when intended, sometimes errors may occur. The Organiser reserves the right to cancel a booking made as a result of any such error.

10. Cancellation and Substitution

- 10.1. The Organiser reserves the right at any time to cancel the Event for any reason. Reasons include but are not limited to, lack of funding, lack of sufficient interest, inclement weather or any other reasons detrimental to the best interests of the Participants or which may harm or contain a safety risk to the Participant, Organiser or any third party.
- 10.2. In the case of a cancellation, the Organiser will notify Participant(s) as soon as reasonably practicable. In the event of cancellation and subject to Clause 8, the Organiser will issue Participants with a full refund of relevant Fees paid by Participant(s). In the event of postponement, the Organiser will offer Participants the option to re-register for the rescheduled Event or, subject to Clause 8, issue a full refund of relevant Fees paid.
- 10.3. The Organiser's liability as a result of any cancellation or postponement of the Event will be limited to the amount of Fees which Participants have paid to the Organiser for this Event only and the Organiser will not be liable for any additional losses incurred by a Participant(s) as a result of such cancellation or postponement.
- 10.4. Refunds will be issued back to the debit/credit card used for payment or by bank transfer. Refunds back to debit or credit card can only be processed within 60 days of the original transaction date. Refunds for earlier transactions must be processed by bank transfer.

11. Liability

- 11.1. Except for any liability which cannot be excluded by law, the Organiser and its associated staff, constituents, agents, contractors are not responsible for and exclude all liability (including negligence and breach of statutory duty or otherwise arising) for any personal injury or any loss or damage (including loss of opportunity) to the Participant or their Family members or their friends whether direct, indirect, special or consequential, arising from or in any way connected with this Event, including:
- 11.1.1. Any problems or technical malfunction (whether or not under the Organiser's control) of any computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to Participant or any other person's property related to or resulting from participation in the Event;
 - 11.1.2. Any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with the Event, or by any technical error that may occur in the course of the Event;
 - 11.1.3. Any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or third part interference or unauthorised access to or alteration of entries or Participant details;
 - 11.1.4. Any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Organiser);
 - 11.1.5. Any event outside of the Organiser's control, including but not limited to inclement weather, labour strikes, and natural disasters
 - 11.1.6. Any illnesses or injuries which arise during or as a result of the Event;
 - 11.1.7. Unauthorised or unlawful behaviour on the part of any Participant or their friends and family;
 - 11.1.8. Participation in the Event; or
 - 11.1.9. Cancellation of the Event.

12. Legal

- 12.1. The Organiser is a not-for-profit incorporated representative association operating on all Australian campuses of Monash University.
- 12.2. The Organiser is recognised under Part 9 of the Monash University (Council) Regulations. The Organiser has an obligation under the Student Services and Amenities Fee (SSAF) legislation to provide services and activities of direct benefit to their constituents.
- 12.3. The Organiser uses some of its funds to benefit graduate students, their friends and family by subsidising the cost of Events such as day trips with the aim of providing the Participants with recreational activities where they get to experience the offerings of the State of Victoria. These terms and conditions are made pursuant to the MGA Constitution: available at:
<https://mga.monash.edu/about/governing-docs/>
- 12.4. These Terms and Conditions embody the entire agreement between the Organiser and each Participant with respect to this Event.
- 12.5. The Event and these Terms and Conditions are governed by Victorian law and any disputes will be subject to the exclusive jurisdiction of the courts of Victoria.
- 12.6. Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms and Conditions or

affecting the validity or enforceability of that provision in any other jurisdiction.

13. Indemnity

- 13.1. The Participant will indemnify the Organiser its related entities, officers, directors and employees, from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including legal costs on a solicitor and own client basis) that arise out of or relate to any breach by the Participant, their friends or family, of these terms and conditions.
- 13.2. The Organiser recommends that all participants take out their own insurance to cover medical expenses, personal accident or illness, loss of possessions and public liability. Monash University provides limited cover to students under its Student Personal Accident Insurance Policy which does not apply to loss or damage to personal belongings.

14. Intellectual Property Rights

- 14.1. All Intellectual Property Rights in the Event and in the Content relating to the Event are the property of the Organiser or its third party content providers. The Organiser may provide a licence to third parties, including Event Sponsors, to use the Content at our sole discretion.
- 14.2. Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.
- 14.3. The Event Content may not be used without the Organiser's prior written permission.
- 14.4. Any request for permission to republish, reprint or use for any other purpose any of the Event must be sent by email to the Organiser.

15. Privacy

- 15.1. For the purposes of these Terms and Conditions, personal data includes information which is not publicly available.
- 15.2. The collection, use and disclosure of personal information provided in connection with this Event is governed by the Organiser's Privacy Regulations available at:

<https://mga.monash.edu/about/governing-docs/>

16. Dispute Resolution

- 16.1. Disputes arising between Participants and/or the Organiser by discussion between the parties.
- 16.2. Where disputes between the Participant and the Organiser are not able to be resolved informally, Participants have recourse to the MGA Grievance Procedures, outlined in the MGA Constitution.