

ABN: 86 800 958 958

MGA goes to Melbourne Zoo 2023 Terms and Conditions

PARTIES	
Promoter	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. The MGA is an incorporated entity under the Associations Incorporation Reform Act 2012 (Vic) and is subject to the Constitution of the MGA.
Participant	The MGA Family Day Out at Melbourne Zoo event (Event) is open to all Australian campus-currently enrolled and residing in Australia, Monash University, graduate students and their family members.
Definition	Participant includes the individual Monash University enrolled graduate students and also includes any and all of their family members and friends that may participate in this Event.
	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.
DETAILS	
Event period	Commencement time and date: Thursday, 28 September 2023 9:30am (AEST) End date and time: Thursday, 28 September 2023 4:30pm (AEST)
Location	Melbourne Zoo Elliott Avenue Parkville Vic 3052
Transport	Buses will depart Caulfield and Clayton campuses of Monash University for the Participants wishing to go by bus. Others may make their own way.
Cost	\$15 for Monash Graduate Students and \$30 for Partner/Friends. Children under the age of 18 are free.
Disclosed Information	Monash University Student name, student email address, mobile phone number, student ID. number, emergency contact of participant name and contact details.
	Participating partner/friend must also provide, name, email address and mobile number.
Purpose	The MGA runs events, competitions and trips as part of its social, academic support and representative role.



Background

The MGA runs day trips, recreational events, competitions, and promotions as part of its support and representative function aimed at fostering a sense of belonging for its graduate cohort and involving their family members in activities to lessen a sense of isolation experienced by graduate students, international in particular.

Legal

The MGA is a not-for-profit representative association operating on all Australian campuses of Monash University. The MGA is recognised under Part 9 of the Monash University (Council) Regulations. The MGA has an obligation under the Student Services and Amenities Fee (SSAF) legislation to provide services and activities of direct benefit to their constituents. The MGA 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.

Participant Obligations

Participants have a responsibility to act in compliance with the <u>Monash University Student Charter</u> and the <u>Student General Conduct Policy</u>.

Photo Consent

By purchasing a ticket, you consent that photos taken just prior to, during and after the Event and may be used by the MGA for promotional purposes. Participants can withdraw or modify their consent at any time by notifying the event organiser in writing – mga-events@monash.edu

Event cancellation

The MGA reserves the right to cancel, change or postpone this Event for any reason. Reasons include but are not limited to, 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, Promoter or any third party.

Refunds

The MGA will only offer a refund of a ticket if this event is cancelled, rescheduled or significantly relocated by the MGA or the proprietors of the Melbourne Zoo and in the event you cannot or do not wish to attend the rescheduled or relocated event. You must apply for a refund within a reasonable time. MGA will not refund any money as a result of your change of mind or a change in your personal circumstances.

Ticket replacement

MGA will only replace lost, stolen, damaged or destroyed tickets if the authenticity of the ticket can be verified, including proof of purchase, and if you give reasonable notice before the event.

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



Indemnity

The Participant shall indemnify the Promoter 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.

TERMS AND CONDITIONS

The MGA will not take responsibility for any costs, damages, or liabilities to the Participant or their Family members or their friends whomsoever may attend the Event, incurred as a result of:

- a. any illnesses or injuries which arise during or as a result of the Event;
- b. any medical treatment required which the Travel Insurance Provider excludes or does not cover;
- c. any loss or damage not covered by the Travel Insurance Provider including but not limited to cover or pre-existing medical condition, personal property, loss of earnings and the like;
- d. scheduling and date changes, delays, cancellations and disruptions to travel;
- e. unauthorised or unlawful behaviour on the part of any Participant;
- f. Participants failing to make medical, insurance, travel, or otherwise relevant inquiries;
- g. Participants following or failing to follow any medical, insurance, travel, or otherwise relevant advice;
- h. any event outside of the MGA's control, including but not limited to inclement weather, labour strikes, and natural disasters.

The MGA will:

- a. Upon receiving an inquiry from a Participant, provide general information warning Participants of health risks and precautions of participating in the Event;
- b. MGA will coordinate and organise the Event.

ADDITIONAL TERMS and CONDITIONS

- 1. All Participants are responsible for making their own insurance travel arrangements including cover for medical and like expenses, for lost, stolen or damaged personal property for themselves and all family members or friends who they bring to the Event.
- 2. Participants must provide the MGA with all Disclosed Information failing which they will not be permitted to attend the Event.
- 3. Participants 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 make their participation in the Event.
- 4. Participants must disclose major medical conditions, allergies, dietary requirements, use of prescription medication to any MGA staff member with whom they have had contact regarding the Event. While the MGA 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. The MGA does not take responsibility for food and water consumed during the Event.
- 5. Participants are expected to have a reasonable level of fitness.
- 6. Participants may experience travel sickness, fatigue, muscle fatigue or related conditions commensurate with the level of physical activity expended.
- 7. MGA will be taking the Participants to reputable establishments to minimize any foreseeable risks but MGA cannot be held responsible for any illnesses during the Event. MGA can assist Participants to locate medical facilities if required.



- 8. The MGA will endeavour to advise Participants of potential delays, cancellations and disruptions to travel. MGA takes no responsibility for any losses resulting from such delays.
- 9. The MGA takes no responsibility for any losses resulting from inappropriate or unauthorised behaviour on the part of any Participant.
- 10. MGA assumes absolutely no responsibility for consequences of Participants not making inquiries and/or following or failing to follow any medical/insurance/travel or otherwise relevant advice.
- 11. Any personal data relating to Participants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the Participant's prior consent.
- 12.MGA shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to the MGA website.
- 13.In the unlikely event any personal information or data relating to the Participant and/or survey submission comes into MGA's possession, power or control, it will be used solely in accordance with current data protection legislation and any MGA privacy regulations, and will not be disclosed to a third party without the Participant's prior consent.
- 14. For the purposes of these terms and conditions personal data includes information which is not publicly available and as defined in the MGA Privacy Regulations.

MGA COVID-Safe Guidelines

When attending an MGA event, remember that:

- Face masks are strongly recommended indoors and outdoors where physical distancing can't be maintained.
- MGA will have masks available for attendees who request them.
- Physical distancing (1.5 metres) should be observed where possible.
- Practicing good hand and basic hygiene can help to slow the spread of COVID-19 and other illnesses.
- If you have tested positive for COVID-19 within the last five days or are displaying symptoms associated with COVID-19, we ask that you do not attend the event. Remember to follow all Victorian State Government guidelines and report your positive result on the University's COVID-19 reporting form