

## MGA PARENTS' CATCH UP GOES TO LEGOLAND

### TERMS AND CONDITIONS

PARTIES	
Organiser	<p>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.</p> <p>The MGA is an incorporated entity under the Associations Incorporation Reform Act 2012 (Vic) and is subject to the <a href="#">Constitution of the MGA</a>.</p>
Participant	<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	02 November 2024 10:00AM AEST
Event End Date and Time	02 November 2024 1:00PM AEST
Event Location	<p>LEGOLAND® Discovery Centre Melbourne Level 2, Chadstone Shopping Centre 1341 Dandenong Road Chadstone 3148 Victoria, Australia</p>
Cost	\$10 for Monash Graduate Students and \$20 for Partner/Friends/Family. Children under the age of 18 are free.
Disclosed information	<p>May include:</p> <ul style="list-style-type: none"> <li>● Monash University Student name, student email address, mobile phone number, student ID. number, emergency contact of participant name and contact details.</li> <li>● Monash University Student Identity Card, (ID) or an equivalent photographic proof of identity card such as a driver license or passport.</li> <li>● Monash University Enrolment Proof including but not limited to Web Enrolment System, Confirmation of Enrolment, and the Monash App Subject list.</li> </ul> <p>Participating partner/friend may be required to provide, name, email address and mobile number.</p>

## 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 cohort.
- 1.2. Involving their family members/friends in activities may lessen a sense of isolation experienced by graduate students, international in particular.
- 1.3. Participation/registration into the Event is deemed acceptance of these Terms and Conditions and Participants are bound by these Terms and Conditions.

## 2. Registrations

- 2.1. The preferred method of Registration is online via the nominated booking link.
- 2.2. If the Participant encounter difficulties with online Registrations, please contact the Organiser.
- 2.3. If the Event does not require a registration and / or make any payment, you do not need to register but may be asked to show identification.

## 3. Ticketing

- 3.1. Each Monash graduate student attending will be allowed to book a maximum of one ticket for ONE friend or partner who is not a Monash Graduate Student.
- 3.2. Each Monash graduate student parent must also purchase a child ticket.
- 3.3. Payment in full of any applicable fees for the Event ticket is due upon registration. If such payment is insufficient or declined for any reason, the Organiser may refuse entry to the Event.
- 3.4. Participants shall be notified via email of the booking confirmation.
- 3.5. If there are any mistake in the Participant's booking, or the confirmation by the specified method within a certain amount of time after payment is not received, please contact the Organiser as soon as possible.

## 4. Photo Consent

- 4.1. By participating in the Event, you consent that photos taken just prior to, during and after the Event and may be used by the Organiser for promotional purposes. Participants can withdraw or modify their consent at any time by notifying the Event Organiser in writing – [mga-events@monash.edu](mailto:mga-events@monash.edu)

## 5. Attendance Requirements

- 5.1. Each Participant shall:
  - 5.1.1. Observe the rules, policies and procedures of the Event Location including in relation to health and safety and any reasonable instructions issued by the Event Organiser and/or the management of the Event Location and/or the Online Event Platform;
  - 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. Ensure they have adequate insurance for their own requirements, 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.
- 5.1.4. Travel to and attend the Event is at their own risk and not the responsibility of the Organiser, save when travel is organised by the Organiser.
- 5.1.5. Be responsible for their guest and children.
- 5.2. Participants must provide the Organiser with all Disclosed Information failing which they will not be permitted to attend the Event.
- 5.3. 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.
- 5.4. Participants must disclose major medical conditions, allergies, dietary requirements, use of prescription medication to any Organiser staff member 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. The Organiser does not take responsibility for food and water consumed during the Event.
- 5.5. Other than Sponsors, invited business and their guests, Participants not only permitted to conduct business or campaigning within a designated Event Location. Participants observed conducting business or campaigning in public spaces or in Event Location may be ejected from the Event.
- 5.6. Please note failure to comply 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 this policy, the ticket may be cancelled at our discretion without a refund.
- 5.7. The Organiser reserves the right to refuse entry by any Participant to an Event or to remove any Participant from an Event or block them from an Event without any liability for any reason and at its sole discretion.
- 5.8. The Organiser reserves the right to recover from the Participant any loss or damage incurred or suffered by them, the Event Location, the Online Event Platform or any other Participants as a result of your conduct at the Event or failure to comply with these Terms. In such circumstances, a Participant shall not be entitled to a refund of any Fees.

## **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 valid student Monash ID for the Event where required.
  - 6.1.2. If the Participant attends without a child.
  - 6.1.3. If the Participant produces a ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions.
  - 6.1.4. If the Participant produces a ticket that is identified by the Organiser as having been sold by an unauthorised seller.
  - 6.1.5. If the Participant refuses to remain in the area or seat designated on your ticket.
  - 6.1.6. If you have in your possession and/or refuse 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.

- 6.1.7. If the Participant behaves in a manner which causes or may cause property damage or that threatens or may threaten the safety of performers, other people, including as a result of intoxication.
- 6.1.8. 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.
- 6.1.9. If the Participant is unwell or intoxicated.
- 6.1.10. If the Participant otherwise breaches these Terms and Conditions or fail to follow the reasonable directions of venue/Organiser staff.

6.2. In these 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 this policy and any of the Terms and Conditions contained herein, the Organiser without prior notice, reserves the right to:
- 7.1.1. cancel the tickets and ticket orders 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 you are 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. You must apply for a refund within a reasonable time. The Organiser will not refund any money as a result of your change of mind or a change in your 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 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. Changes to Event**

Although the Event programmes are correct at the time of publication, the Organiser may exchange the format, content, venue, speakers, hosts, moderators and/or timing of an Event, including a change from a physical Event to an Online Event. The Organiser shall use its reasonable endeavours to notify all Participants of any such changes prior to an Event.

## **11. Cancellation and Substitution**

- 11.1. All cancellations by Participants must be received in writing no later than 28 days before the first day of the Event for a full refund of Participant Fees paid, less a 10% administration

charge (or such other charge as shall be specified in the Content provided to Participants upon registration for the Event). The Organiser cannot accept verbal cancellations. Participants whose cancellations are received after this deadline shall be liable for the full Fee. Participants may nominate a substitute to attend an Event in his or her place, subject to clause 11.2 and their agreement and compliance with these Terms.

- 11.2. Notifications of cancellations and substitutions should be sent in writing to the Event Organiser contact designated in the Event Confirmation as soon as possible (and in any event at least two Business Days before the Event). Registration details for any substitute must be received by the Organiser at least two Business Days before the Event.
- 11.3. The Organiser reserves the right at any time to cancel, change or postpone the 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, Organiser or any third party.
- 11.4. The Organiser may in exceptional circumstances need to cancel or postpone an Event, in which case the Organiser shall notify Participant as soon as reasonably practicable. In the event of cancellation, subject to Clause 8, the Organiser shall issue Participants with a full refund of relevant Fees paid by you. In the event of postponement, the Organiser shall offer Participants the option to re-register for the rescheduled Event or, subject to Clause 8, issue you a full refund of relevant Fees paid by you.
- 11.5. The Organiser's liability as a result of any cancellation or postponement of an Event shall be limited to the amount of Fees which you have paid to us for that Event only and we shall not be liable for any additional Losses incurred by you as a result of such cancellation or postponement.
- 11.6. Refunds shall 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.

## **12. Liability**

- 12.1. Except for any liability which cannot be excluded by law, the Organiser and its associated companies 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:
  - 12.1.1. 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;
  - 12.1.2. 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;
  - 12.1.3. 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;
  - 12.1.4. Any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Organiser);



- 12.1.5. Any event outside of the Organiser's control, including but not limited to inclement weather, labour strikes, and natural disasters
- 12.1.6. Any illnesses or injuries which arise during or as a result of the Event;
- 12.1.7. Unauthorised or unlawful behaviour on the part of any Participant;
- 12.1.8. Participation in the Event; or
- 12.1.9. Cancellation of the Event.

### **13. Legal**

- 13.1. The Organiser is a not-for-profit representative association operating on all Australian campuses of Monash University.
- 13.2. 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.
- 13.3. 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/>
- 13.4. These Terms and Conditions embody the entire agreement between the Organiser and each Participant with respect to this Event.
- 13.5. 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.
- 13.6. 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.

### **14. Indemnity**

- 14.1. The Participant shall 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.
- 14.2. 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.

### **15. Intellectual Property Rights**

- 15.1. 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. We may provide a licence to third parties, including Event Sponsors, to use the Content at our sole discretion.
- 15.2. By registering or attending the Event, Participants consent that photos taken just prior to, during and after the Event may be used by the Organiser for promotional purposes. Participants can withdraw or modify their consent at any time by notifying the Event

Organiser in writing – [mga-events@monash.edu](mailto:mga-events@monash.edu)

- 15.3. Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.
- 15.4. The Event Content may not be used without the Organiser's prior written permission.
- 15.5. Any request for permission to republish, reprint or use for any other purpose any of the Event should be sent by email to the Organiser.

## **16. Privacy**

- 16.1. For the purposes of these Terms and Conditions, personal data includes information which is not publicly available.
- 16.2. In the unlikely event any personal information or data relating to the winner or any other Participant comes into Organiser's possession, power or control, it will be used solely in accordance with the Organiser's Privacy Regulations and will not be disclosed to a third party without the Participant's prior consent.
- 16.3. The collection, use and disclosure of personal information provided in connection with this Event is governed by the Organiser's privacy policy, available at:  
<https://mga.monash.edu/privacy-policy/>
- 16.4. Participants consent to the Organiser using the Participant's name, likeness, image and/or voice in the event that they are a Winner (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Event (including any outcome) and promoting any goods or services provided by the Organiser.

## **17. Dispute Resolution**

- 17.1. Disputes arising between Participants and/or with Organiser should, in the first instance, be resolved informally where the parties in dispute hold a discussion.
- 17.2. 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.