

GENERAL TERMS AND CONDITIONS FOR ALL TICKET SALES

| PARTIES | |
|---------------------------|--|
| Organiser | <p>The Monash Graduate Association Inc. (MGA), its affiliated graduate student groups, and any authorised program or service operating under the MGA umbrella (including, but not limited to, MGA Rewards), collectively referred to as the Organiser, are responsible for coordinating, hosting, or facilitating Event and Programs covered under these Terms and Conditions.</p> <p>The 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 Constitution of the MGA.</p> |
| Participant | <p>Currently enrolled Monash University graduate students (Grad Cert, Grad Dip, Masters and PhD) enrolled in an Australian Campus or Online; and may also include any and all of their family members, friends, and guests that may participate in any MGA Event or Program.</p> <p>Certain persons are prohibited from attending unless acting as event or program 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 or Program Details: | <p>All event or program-specific details including date, time, venue, pricing, and inclusions will be clearly listed on the relevant Event or Program page at the time of ticket purchase. It is your responsibility to review these details before completing your purchase.</p> <p>Certain Events or Programs may include additional or modified terms. These will be clearly stated on the relevant Event or Program page. In the event of a conflict between these general terms and any Event or Program-specific terms, the Event or Program-specific terms will take precedence.</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 mPass) 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, programs, 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 an MGA Event or Program 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 any of MGA's Event or Program will be deemed as acceptance of these Terms and Conditions which are binding on Participants.

2. Scope of Application

- 2.1. These Terms and Conditions apply to all Events and Programs organised, hosted, or facilitated by the MGA, its affiliated graduate student groups, or any authorised MGA initiatives (such as MGA Rewards), regardless of whether the event or program is free or ticketed. This includes Event or Programs where the MGA is acting on behalf of a graduate group or third party for ticketing, promotion, or logistical support.

3. Registrations

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

4. Ticketing

- 4.1. Where fees apply, payment must be made in full at the time of registration. For free events, registration or participation still constitutes agreement to these Terms and Conditions.
- 4.2. Payment in full of any applicable fee(s) for the Event or Program 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 or Program
- 4.3. Participants will be notified of their booking, once confirmed, by email.
- 4.4. 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.
- 4.5. Ticketing options and limits will be clearly stated on the individual Event or Program page. In some cases, ticket purchases may be limited to one per Participant or may include the option to book an additional ticket for a Non-Monash Graduate Student guest. All ticket limits are subject to availability and Event or Program-specific conditions.

5. Photo Consent

- 5.1. By participating in any MGA Event or Program, the Participant consents to having their photo(s) taken any time during the Event or Program. 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 or Program Organiser in writing to – mga-Event or Programs@monash.edu

6. Attendance Requirements

- 6.1. Each Participant must:
 - 6.1.1. comply with all rules, policies, and procedures of the Event or Program venue, including health, safety, and conduct requirements. Participants must also follow any reasonable instructions issued by the Event or Program Organiser or venue management during the Event or Program;
 - 6.1.2. 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](#);
 - 6.1.3. 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, friends, or guest who they bring to the Event or Program;
 - 6.1.4. where transport is not explicitly provided, make their own way to and from the Event or Program.
- 6.2. Participants must provide the Organiser with all Disclosed Information when registering, failing which they will not be permitted to attend the Event or Program.
- 6.3. Participants, and their family or friends 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 or Program.
- 6.4. Participants are highly encouraged to disclose major medical conditions, allergies, dietary requirements, use of prescription medication to the Organisers staff with whom they have had contact regarding the Event or Program. While the Organiser may be able to provide general information warning Participants of health risks and precautions of participating in the Event or Program, the onus is on Participants to make their own inquiries.
- 6.5. The Organiser strives to ensure Events or Programs are inclusive and accessible. If the Participant or any of Participant's family members, friends or guests have accessibility needs or other special requirements, please contact the Organiser in advance so reasonable accommodations can be made.
- 6.6. The Organiser reserves the right to refuse entry by any Participant and /or their family, friend or guest, to the Event or Program or to remove any Participant and/or family, friend or guest, from the Event or Program 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.
- 6.7. 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 Program or any place related to it, which occurred because of the Participant's conduct at the Event or Program or their failure to comply with these Terms and Conditions. In such circumstances, the Participant will not be entitled to a refund of any Fees paid.

7. Conditions of Entry

- 7.1. Participants may be refused entry or required to leave the venue or Event or Program for any valid reason, including:

- 7.1.1. If the Participant cannot produce a ticket and current student Monash ID for the Event or Program if required.
- 7.1.2. If the Participant produces a ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions.
- 7.1.3. If the Participant produces a ticket that is identified by the Organiser as having been sold by an unauthorised seller.
- 7.1.4. If the Participant refuses to remain in the area or seat designated on their ticket.
- 7.1.5. 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.
- 7.1.6. 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, because of intoxication.
- 7.1.7. If the Participant behaves in a manner that unreasonably interferes with other people's enjoyment of the Event or Program, including using cameras, mobile phones, personal computers, paging devices or other electronic devices.
- 7.1.8. If the Participant is unwell or intoxicated.
- 7.1.9. If the Participant otherwise breaches these Terms and Conditions or fails to follow the reasonable directions of venue/Organiser staff.

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

8. Breach

- 8.1. If the Participant violates these Terms and Conditions, the Organiser without prior notice, reserves the right to:
- 8.1.1. cancel the tickets and bookings without a refund;
 - 8.1.2. prohibit the Participant from attending the Event or Program;
 - 8.1.3. restrict the Participant from making future ticket purchases; and
 - 8.1.4. 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 or Program by others.

9. Refunds

The Organiser will only offer a refund of a ticket if the Event or Program 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 or Program. Participants must apply for a refund within a reasonable time. The Organiser will not refund any money because of a change of mind or a change in personal circumstances.

10. 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 or Program.

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 because of any such error.

11. Cancellation and Substitution

- 11.1. The Organiser reserves the right at any time to cancel the Event or Program 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.
- 11.2. 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 Program or, subject to Clause 8, issue a full refund of relevant Fees paid.
- 11.3. The Organiser's liability because of any cancellation or postponement of the Event or Program will be limited to the amount of Fees which Participants have paid to the Organiser for the Event or Program only and the Organiser will not be liable for any additional losses incurred by a Participant(s) because of such cancellation or postponement.
- 11.4. 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.

12. Liability

- 12.1. 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, their friends and their guests whether direct, indirect, special or consequential, arising from or in any way connected with the Event or Program, 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 or Program;
 - 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 Program, or by any technical error that may occur in the course of the Event or Program;
 - 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 or Program;
- 12.1.7. Unauthorised or unlawful behaviour on the part of any Participant or their friends and family;
- 12.1.8. Participation in the Event or Program; or
- 12.1.9. Cancellation of the Event or Program.

12.2. Force Majeure: The Organiser shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to acts of God, weather conditions, pandemics, war, strikes, or government restrictions.

13. Legal

- 13.1. The Organiser is a not-for-profit incorporated 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, family and guests by subsidising the cost of Event or Programs 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 the Event or Program.
- 13.5. The Event or Program 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 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.
- 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 or Program and in the Content relating to the

Event or Program are the property of the Organiser or its third-party content providers. The Organiser may provide a licence to third parties, including Event or Program Sponsors, to use the Content at our sole discretion.

- 15.2. Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.
- 15.3. The Event or Program Content may not be used without the Organiser's prior written permission.
- 15.4. Any request for permission to republish, reprint or use for any other purpose any of the Event or Program must 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. The collection, use and disclosure of personal information provided in connection with the Event or Program is governed by the Organiser's Privacy Regulations available at:

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

17. Dispute Resolution

- 17.1. Disputes arising between Participants and/or the Organiser by discussion between the parties.
- 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.