

# Live, Online and L&D Event Terms and Conditions

Last Updated: 13 January 2026

## 1. Introduction

- 1.1. These terms and conditions (the **Terms and Conditions**) apply to any event that has been organised and provided by The Registered Clubs Association of New South Wales (ABN 61 724 302 100) or one of its related entities, including but not limited to The Club Directors Institute Limited (ABN 25 102 518 758) (**CDI**) (where each shall be referred to as **ClubsNSW**) including any Live Event, Online Event or L&D event ("**Event**").
- 1.2. ClubsNSW provides a variety of events including live Events where guests attend in person (**Live Events**) and online Events where guests access the Event remotely (**Online Events**). Some Events may have both a live and an online component, and some Events may include learning, development, training and education components, which may themselves have both a live and an online component. Different parts of these Terms and Conditions may apply depending on the type and nature of the Event.
- 1.3. These Terms and Conditions apply to your registration (or a registration made on your behalf). They also apply to the supply of any tickets (including any complimentary tickets) and your participation in the Event.
- 1.4. By registering, booking tickets or participating in the Event, you agree to be bound by these Terms and Conditions.

## 2. Ticketed events

If the Event is ticketed, your ticket is a conditional licence for you to be admitted to the Event. Unless you have permission from ClubsNSW, tickets may be cancelled (without refund or providing a credit) if you:

- a) advertise or offer the ticket for sale;
- b) transfer or sell the ticket to another person;
- c) use the ticket for advertising, promotion or other commercial purposes; or
- d) breach these Terms and Conditions.

## 3. About the Event

- 3.1. ClubsNSW will use its best efforts to provide the Event (including, if applicable, any entertainment, guest speakers, or any learning, development, training or education components) in the format advertised.
- 3.2. ClubsNSW reserves the right to change the entertainment, format, timetable or other details of the Event where required due to operational reasons or circumstances beyond ClubsNSW's control. Any changes to the Event do not entitle you to a refund or credit.

#### **4. Attendance at Live Events**

- 4.1. If the Event is a Live Event, your attendance may be subject to any other conditions, policies, notices or instructions provided by the owner or operator of the venue at which the Live Event is held (**Venue**).
- 4.2. To ensure Live Events can be run safely and to allow all guests to enjoy the Event, ClubsNSW reserves the right to refuse entry or to remove you from a Live Event (and cancel your ticket without refund or providing a credit) if:
  - a) you fail to comply with any safety or security notices or instructions issued by ClubsNSW or Venue personnel;
  - b) you are considered to be intoxicated;
  - c) you fail to observe a standard of dress suitable to the Event and in accordance with any dress code advertised as applying to the Event; or
  - d) ClubsNSW reasonably believes it is in the best interests of the security, safety, integrity or the smooth running of the Event or the enjoyment of the Event by other guests.
- 4.3. All guests are expected to comply with any requirements provided by the Venue in relation to the Responsible Service of Alcohol and COVID-19, which may include providing proof of age, proof of vaccination, or some guests (including those under 18 years of age) being excluded from certain areas of the Venue.

#### **5. Responsibility for your own safety and property at Live Events**

- 5.1. If the Event is a Live Event, you must take care to protect:
  - a) your own property from loss and damage (and not allow your property to cause safety issues, injury or damage to other people's property); and
  - b) your own safety and the safety of others.
- 5.2. In the event of an emergency, you authorise ClubsNSW or Venue personnel to administer, at your cost, any medical assistance, treatment or transport you seek, or that is reasonably necessary in the circumstances.
- 5.3. ClubsNSW will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into the Event (unless the Australian Consumer Law applies and the loss or damage is due to ClubsNSW's breach of a non-excludable guarantee).

#### **6. Online Events**

- 6.1. If the Event is an Online Event:
  - a) ClubsNSW does not guarantee that your access to the Event, or any content provided in connection with the Event, will always be available, uninterrupted or be error-free;
  - b) ClubsNSW does not guarantee that systems used in providing the Event will be secure or free from bugs or viruses or any other types of malicious code or software. You are responsible for configuring your technology to access the Event. You should use your own antivirus software;
  - c) you are responsible for ensuring that your access to, or use of the systems used in providing the Event, is not illegal or prohibited by laws which apply to you; and

- d) if you are provided with login details, you must not share these or allow any other person to access the Event using your login details.
- 6.2. ClubsNSW may make use of various software, platforms or other systems (including learning, development, training and education systems) to provide Online Events (**Event Platform**). When accessing an Online Event, you must not:
- a) use the Event Platform in any manner that could disable, overburden, damage, or impair the system or interfere with any other party's use of the system, including their ability to participate in the Event;
  - b) use any robot, spider or other automatic device, process or means to access the Event Platform for any purpose, including monitoring or copying any content or material provided in relation to the Event;
  - c) use any manual process to monitor or copy any content or material provided in relation to the Event or for any other unauthorised purpose;
  - d) use any device, software or routine that interferes with the proper working of the Event Platform;
  - e) introduce any links, viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
  - f) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Event Platform, or any server, computer or database connected to the Event Platform or the Event; or
  - g) copy, reverse engineer or decompile any part of the Event Platform.
- 6.3. Your access to an Online Event and/or Event Platform may be suspended or terminated if you fail to comply with these Terms and Conditions.

## 7. L&D Events

- 7.1. In these Terms and Conditions:
- a) **Course** means an online learning, development, training or education course provided by or on behalf of ClubsNSW;
  - b) **Course Materials** means any learning materials provided by or on behalf of ClubsNSW in connection with a Course, including physical or online content or workbooks; and
  - c) **L&D Event** means any Event that includes any learning, development, training or education components (or similar), including but not limited to a Course.
- 7.2. If the Event is an L&D Event:
- a) ClubsNSW makes no warranty or representation that participating in the Course or use of any Course Materials provides compliance with the relevant gaming machine or other gambling legislation or regulation in your jurisdiction;
  - b) any Course Materials are provided for education purposes and as a source of preliminary information for registered users. They are not intended to be, and should not be relied on, as legal, financial or any other form of professional advice. You should always take professional advice about their own individual circumstances;
  - c) although every effort is made to ensure the accuracy of Course Materials, ClubsNSW does not accept responsibility for any errors or omissions in the Course Materials;
  - d) you may only use Course Materials for your own personal purposes. You must not reproduce, adapt, modify, display, perform or distribute any of the Course Materials or any part of the Course Materials without written permission from ClubsNSW. Course Materials are not to be used by, or supplied to, anyone else; and

e) participants are not to record or distribute all or any part of the L&D Event.

7.3. The following cancellation policies apply in relation to L&D Events:

- a) cancellations received 7 working days or less before the Event will incur a cancellation fee equal to 100% of the ticket price for the Event (and to the extent you have already paid us for the Event, no refund or credit will be provided);
- b) cancellations and name changes must be submitted in writing to: [education@clubsnsw.com.au](mailto:education@clubsnsw.com.au); and
- c) registration transfers can be made free of charge, but CDI membership rates are not transferable to a non-CDI member.

## 8. Personal information

- 8.1. ClubsNSW may collect personal information about you when you register for, or attend, the Event. **Personal information** is given the same meaning as in the *Privacy Act 1988* (Cth).
- 8.2. You agree that ClubsNSW may collect, process, use and disclose your personal information in accordance with the [ClubsNSW Privacy Policy](#).
- 8.3. Your personal information may be used to run the Event, and to promote and to provide information about future events or other products or services. You may unsubscribe from future communications at any time.

## 9. Intellectual property

- 9.1. ClubsNSW is the owner of all Intellectual Property Rights associated with the ClubsNSW name and logo and the Event, including any materials supplied to you in connection with the Event (including but not limited to Course Materials). **Intellectual Property Rights** includes all current and future registered and unregistered rights in respect of trademarks, logos, copyright, layouts, designs, know-how and confidential information.
- 9.2. You are welcome to take photographs or short video recordings during Live Events for personal, private and non-commercial use.
- 9.3. Commercial photography, streaming, broadcasting or recording of the Event is prohibited.
- 9.4. You may only use any materials supplied in connection with the Event for personal, private and non-commercial use.

## 10. Contents of the Event

- 10.1. Any presentations, speeches or other information provided at, or in connection with, the Event are for entertainment or information purposes only. You should not rely on this information and you should always obtain your own professional advice. ClubsNSW makes no representations about the accuracy or suitability of any such information. Guest speaker views and opinions are entirely their own and do not reflect the views and opinions of ClubsNSW.
- 10.2. If the Event allows for interaction with other participants, you must:
  - a) be respectful and considerate towards anyone else participating in the Event;
  - b) not demean, defame, discriminate, abuse, harass or threaten anyone else participating in the Event; and
  - c) not post content that is obscene, defamatory, harmful, in breach of another person's intellectual property rights or that is, at ClubsNSW's absolute discretion, otherwise objectionable.

## **11. Capture and use of your image**

- 11.1. You acknowledge that you may be photographed, filmed or recorded as a result of your attendance at the Event.
- 11.2. You consent to ClubsNSW using any film, image or recording of you taken at the Event for marketing, promotional or internal purposes, including providing these materials to third parties, including its commercial partners, media agencies, broadcasters or other media organisations.

## **12. Limitation of liability and release of ClubsNSW**

- 12.1. To the maximum extent permitted by law:
  - a) all other representations, conditions, warranties and terms that would otherwise be implied by law, state or custom are expressly excluded;
  - b) ClubsNSW will not be liable for any indirect, special or consequential loss, including any loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, emotional distress or pain and suffering; and
  - c) the maximum aggregate liability of ClubsNSW (and its service providers, employees, agents, officers and directors), whether in contract, tort (including negligence) or otherwise, is limited to the amount paid by you for access to the Event.
- 12.2. Nothing in these Terms and Conditions is intended to affect any liability which cannot be excluded or limited under applicable law.
- 12.3. If liability or remedies cannot be excluded because the Australian Consumer Law applies, ClubsNSW limits its liability to, at its choice, providing a refund, providing the relevant service again or paying for the relevant service to be provided again.

## **13. Force majeure**

- 13.1. If ClubsNSW is unable to provide the Event due to any cause, event or circumstance beyond its reasonable control:
  - a) ClubsNSW reserves the right to cancel or postpone the Event;
  - b) ClubsNSW will provide, at its discretion, a refund or a credit for you to attend a future event; and
  - c) ClubsNSW will not be liable for any loss or damage, either direct or indirect, which you may suffer or incur.
- 13.2. ClubsNSW is not required to provide you with a refund or credit if you are unable to attend the event, including where due to your illness or events beyond your control. However, refunds may be made in extenuating circumstances at the absolute discretion of ClubsNSW. Please contact us at [events@clubsnsw.com.au](mailto:events@clubsnsw.com.au). Medical or other evidence may be required.

## **14. General**

- 14.1. ClubsNSW may vary these Terms and Conditions immediately by publishing a copy of the updated Terms and Conditions on the ClubsNSW website, if required to address safety issues or otherwise protect ClubsNSW's legitimate interests. ClubsNSW may vary these Terms and Conditions for any other reason by publishing a copy of the updated Terms and Conditions on the ClubsNSW website at least 7 days before the revised Terms and Conditions come into effect.

- 14.2. A failure or delay by either party to exercise a power or right under these Terms and Conditions does not operate as a waiver of that power or right, and the exercise of a power or right by a party does not preclude its future ability to exercise that or any other power or right.
- 14.3. Any provision of these Terms and Conditions which is void or unenforceable may be severed from these Terms and Conditions without affecting the enforceability of other provisions
- 14.4. These Terms and Conditions, their subject matter and their formation, are governed by the law of New South Wales, Australia. You and we both agree that the courts in New South Wales will have exclusive jurisdiction.

#### **15. Contact ClubsNSW**

For any queries about the Event or these Terms and Conditions, please contact ClubsNSW by email at [events@clubsnsw.com.au](mailto:events@clubsnsw.com.au). If the Event is an L&D Event, please direct your queries to [education@clubsnsw.com.au](mailto:education@clubsnsw.com.au)