

Terms and Conditions for Participation in the Guest Engagement Event (the “Terms of Service”)

By Participating in the Guest Engagement Event (the “Event”) or any part of the Event, each individual (each, a “Participant”) acknowledges that they have read, understood, and agree to be bound by these Terms of Service. As used herein, to “Participate” (or a Participant’s “Participation”) shall mean registering for, attending, accessing, entering or viewing the Event or any part of the Event. If any Participant does not agree to these Terms of Service, such Participant should not Participate in the Event. In the event a Participant is a Minor (as defined herein), all uses of the term “Participant” in these Terms of Service shall also be deemed to include such Minor’s Guardian (as defined herein).

The Event is owned and operated by SMASH Incorporated. As used in these Terms of SMASH Incorporated, and, to the extent applicable, any partner organisations which work with SMASH Incorporated to produce or manage the Event. The “Event” shall be defined as **SMASH! Sydney Manga and Anime Show** managed by Management, defined as the staff of SMASH Incorporated, including any live and/or virtual component(s) thereto. The “Platform” shall be defined collectively as each distribution platform and/or digital service provider utilised by Management in connection with the Event, including, but not limited to, the Event website(s). A Participant’s “Credentials” shall be defined as a valid individual identifier provided by Management which entitles a Participant to Participate in the Event in some way, whether such Credentials are a *physical* object (including, but not limited to, a ticket, wristband, or other authorised means of entry), or an *intangible* object (including, but not limited to, a unique code, account, login, link, or other digital identifier).

At any time, Management may amend these Terms of Service without notice to the Participant by posting the amended Terms of Service on the Event website. The continued Participation in the Event by a Participant shall constitute acceptance of any such amended Terms of Service.

Incidentals to Participation

Participant acknowledges that he or she is solely responsible for any costs incurred in connection with any incidentals or expenses required in order to Participate in the Event or use the Credentials, including, but not limited to, travel, accommodations, Internet connection, mobile access, and/or the use of any personal devices. Except as may be required by applicable law, Management will not be responsible or liable for any costs associated with Participation in the Event and all such costs shall be borne solely by the Participant.

Access to the Event

Except as may be required by applicable law, Participant is solely responsible for ensuring that Participant is able to Participate in the Event, including, but not limited to, any requirements that Management specifies or makes available on the Event website or within the Platform. Management is not responsible for any technical difficulties arising as a result

of the Participant's use of their own technology in connection with the Event. Management reserves the right to confirm Participant Credentials as a condition of access to the Event.

Personal Property

All personal property used in connection with the Event is done so at Participant's own risk and Participant is responsible for safeguarding such property at all times.

Participant hereby acknowledges and agrees that Management is not responsible for, and shall have no liability resulting from, any loss or damage to any personal property belonging to Participant to the extent consistent with applicable law.

Use of Credentials

All Credentials are a revocable licence to Participate in the Event and Management reserves the right to revoke such licence at any time in Management's sole reasonable discretion. Credentials may only be used by the same individual Participant for all days of the Event.

Loss of Credentials

Any Credentials which are purchased by, or otherwise made available to, Participant must be protected and safeguarded at all times. Participant hereby acknowledges and agrees that Management is not responsible for, and shall have no liability resulting from, any loss or damage to any Credentials.

Resale of Credentials

Once purchased, Event Credentials are non-refundable and non-transferable and cannot be reproduced, resold or upgraded. No resale of Credentials shall be permitted, except with the prior written approval from Management. Credentials are immediately rendered void if altered in any way. The unauthorised resale of Credentials (including, but not limited to, "scalping"), the attempted unauthorised resale of Credentials, the unauthorised assignment of Credentials, the creation of counterfeit Credentials, or the unauthorised transfer of any Credentials to a third party are strictly prohibited and constitute an immediate forfeiture of Participant's Credentials without compensation from Management.

Procurement of future Credentials

Management reserves the right to refuse or de-prioritise the sale of future Credentials to Participants who purchases or obtains Credentials to Event Features (as defined herein) but deliberately fails to Participate in said Event Features.

Recording and Photography

Recording and photography of any form during the Event are not permitted except for officially appointed personnel and media appointed by Management. Management reserves the right to request Participants delete/destroy all unauthorised recording and photography of the Event.

Removal from the Event

Management expressly reserves its rights to deny admission or entry, to remove, ban, or eject a Participant, or to revoke or terminate any Participant's Credentials or access to any part of the Event, without refund, liability or compensation, as a result of: (1) failure to comply with these Terms of Service; (2) any illegal, unsafe, offensive or threatened behaviour which Management could reasonably consider to be disruptive of the Event; or (3) circumstances which Management determines impact the safety, security, or order of the Event, each in Management's sole and absolute discretion. **Any such determination by Management shall be final.**

Proper Attire

At all times in connection with the Event, Participants will wear proper attire, including shoes and shirts. Management reserves the right to deny access or remove from the Event any Participant wearing inappropriate attire or attire that could detract from the Event overall, in Management's sole and absolute discretion.

Minors

A "Minor" shall be defined as any individual who is under eighteen (18) years of age or has not reached the age of majority as defined by such individual's jurisdiction of residence. In order to Participate in the Event, including, but not limited to, access to the Platform, all Minors who are thirteen (13) years of age or older will need their own Credentials. In order to Participate in the Event in any way, a Minor must obtain the permission of their parent or legal guardian (the "Guardian") prior to any Participation, including, but not limited to, sending any information to Management, entering any sweepstakes or contests in connection with the Event, posting any information on the Event websites or Platform, or purchasing any Credentials or other goods or services related to the Event. The use of Credentials by a Minor or any Participation in the Event by a Minor is a representation and confirmation that such Minor has obtained the consent of their Guardian. Management recommends all Minors Participate in the Event with their Guardian; provided however, that Minors under the age of thirteen (13) **MUST** Participate in the Event with a Guardian. **NOTE:** It is a Guardian's sole responsibility to check the suitability of the Event for any Minors in such Guardian's care, regardless of any official age restrictions which may be described in these Terms of Service.

Event Features

The Event's operating hours, schedules, floor plans, exhibitors, vendors, guests, and speakers are subject to change or cancellation without notice to Participants. All Event Features are subject to availability and access is not guaranteed for all Participants. The "Event Features" shall be defined as any **panels, special events, education sessions, classes, meet & greet sessions, signing sessions, selfie sessions, photo ops, performances, screenings, webinars, networking events, or other activities** held by Management (whether in-person or virtually) as part of the Event. Participant hereby agrees not to make any recordings of any Event Features without the express written permission of Management.

Access to certain Event Features may require an additional separately priced fee and/or will only be available to designated Participants or types of Credentials. To the extent an Event Feature occurs at a specific time and for a specific set of Participants, each authorised Participant will only be permitted access to such Event Feature during the specific time determined by Management. Management reserves all rights to deny entry, ban, or remove any unauthorised Participants from any such Event Feature.

Participant is solely responsible for Participating in the Event in a timely manner and for observing any specific times or time limits provided to Participant by Management. In the event Participant fails to Participate in any part of the Event at a specific time and Participant is subsequently unable to Participate in such part of the Event, Management shall have no obligation to provide a full or partial refund. Management is not responsible for delays and/or wait times in connection with any Event Features or with the Event itself. Management may reasonably change the time of an Event Feature in order to accommodate unexpected events, other Event Features being delayed, or ending earlier than expected or later than expected.

Cancellation Policy

Management reserves the right to cancel or postpone the Event, or any part of the Event, on limited or no notice in Management's sole discretion. In the event of a cancellation or postponement of the Event, Management shall not be responsible or liable for any costs, damages, fees, expenses or other compensation associated with the Event.

Ownership of the Event

The Event is owned and/or operated by Management. Unless otherwise indicated, any materials provided to Participant in connection with the Event including, but not limited to, any images, videos, logos, advertisements, promotional copy, information, data, content, educational materials, trademarks, service marks, and other materials displayed or distributed in connection with the Event (but excluding any Participant Content, as defined herein) (collectively, the "Materials") are the property of Management, its affiliated companies or third-party licensors.

Participant agrees that they have no expectation of privacy or confidentiality with respect to the Event (including, without limitation, any "private" interactions with other Event Participants and/or guests) and that Participation in the Event shall at all times be subject to these Terms of Service and may be monitored by Management without notice.

Privacy

By Participating in the Event or by submitting information to Management in connection with the Event, Participant agrees to the terms of Management's Privacy Policy, located at <https://smash.org.au/plan-your-day/policies/privacy-policy/> and which may be updated by Management at any time. The continued Participation in the Event shall constitute a Participant's acceptance of any such updated Privacy Policy. All Participants are expected to review the Privacy Policy carefully before Participating in the Event and Participant acknowledges that, in the event of a conflict or inconsistency between these Terms of

Service and the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control.

Security

Management reserves the right to modify, suspend, extend or terminate the Event, or any part thereof, or any Participant's Participation thereto if Management determines, in its sole and absolute discretion, that the Event or any part thereof has been, or is suspected to be, tampered with or disrupted due to causes beyond Management's control in a manner which may undermine or corrupt the security, integrity or feasibility of the Event or any portion thereof as contemplated herein. Although Management shall endeavour to ensure the security and integrity of the Event, in the event the Event or any part thereof is terminated or has any change in date, time, or location, for any reason beyond Management's control, Management shall not be liable to Participant in any way and Management shall have no further financial obligations to Participant.

Additionally, Management is not responsible for the actions of any other Event Participants in connection with the Event, including, but not limited to, any Participant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Participant's interactions with third parties, including, but not limited to, guests and other Participants in connection with the Event, are solely between Participant and such third party. Participants acknowledge and agree that Management will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions with third parties. Management is also not responsible for any problems or technical malfunction of any network or lines, servers or providers, equipment or software which are beyond Management's control, including, but not limited to, any injury or damage to Participant or Participant's property resulting from Participation in the Event.

Acknowledgment of Terms of Service

By Participating in the Event, Participant acknowledges and agrees that Participant has read, and agrees to comply with, the Terms of Service stated herein and agrees that these terms shall be construed by and governed in accordance with the laws of the State of New South Wales that, with respect to any dispute arising out of these terms, the sole and exclusive jurisdiction and venue shall lie with the state and federal courts located in the State of New South Wales. Except where prohibited by applicable, Participant acknowledges and agrees that any and all disputes, claims, and causes of action arising out of or connected with these Terms of Service or with the Event shall be resolved individually, without resort to any form of class action. For the avoidance of doubt, registration for the Event, Participation in the Event, and/or the purchase or use of Credentials shall be considered acknowledgement of, and agreement to, these Terms of Service.

If there is a fee to obtain the Credentials, Participant authorises Management, or its designees, to charge the amount specified above to the designated credit card other account specified by you for payment of the fee.