

TERMS AND CONDITIONS – EVENT ATTENDEES

These terms and conditions ("**Terms and Conditions**") apply to any event, course or program provided by Dietitian Connection Pty Ltd ACN 155 488 565 ("**Dietitian Connection**") to you (each an "**Event**"), and govern all services provided by Dietitian Connection in the provision of the Event including the sale and distribution of tickets, and the holding of such events as well as your attendance at such events (together the "**Services**").

Please carefully read these Terms and Conditions before purchasing a ticket or otherwise attending an Event. By purchasing a ticket from Dietitian Connection or otherwise attending an Event, you agree to be bound by these Terms and Conditions.

In the event of any inconsistency between these Terms and Conditions and any terms contained on the booking form of the Event, the terms contained in the booking form will prevail to the extent of such inconsistency.

These Terms and Conditions may be updated by Dietitian Connection from time to time, and the updated Terms and Conditions will apply from the date they are published on the Website (as defined below). Prior to placing an order for a ticket to an Event you should revisit these Terms and Conditions.

1. DEFINITIONS

In these Terms and Conditions unless inconsistent with the context or subject matter:

- (a) "ACL" means the Australian Consumer Law (as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth));
- (b) "Applicable Laws" means any applicable laws (including orders, by-laws and regulations) in the jurisdiction in which you are located or which in any way govern or affect the use of the Services and/or an Event;
- (c) "Force Majeure Event" means events, circumstances or causes beyond a party's reasonable control including (but not limited to):
 - (i) strikes, lockouts or other industrial action;
 - (ii) civil commotion, riot, invasion, cyber-attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic, health emergencies, disease, or other natural disaster;
 - (iv) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (v) interruption or failure of utility services (including the inability to use public or private telecommunications networks); and
 - (vi) the acts, decrees, legislation, regulations or restrictions of any Government Agency.
- (d) "Intellectual Property" means all intellectual property rights, including without limitation inventions, patents, copyright, trademarks, know-how, processes, concepts, including the Website and any other platform developed by Dietitian Connection and the source code for those systems and any application or right to apply for registration of any of the these rights throughout the world whether registered or unregistered and whether developed before or after the date of these Terms and Conditions;
- (e) "Loss" means any loss, liability, cost, charge, expense, tax, duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence).
- (f) "our", "us" and "we" means Dietitian Connection;
- (g) "State" means Queensland; and
- (h) "Website" means the website dietitianconnection.com and its related services, products, websites, tools and applications.

2. TICKET ORDERS & REGISTRATIONS

- 2.1 You may place an order to purchase a ticket for an Event by submitting your order to us, in accordance with these Terms and Conditions.
- 2.2 Orders may be placed online via the Website or by submitting a request to us in writing or verbally. Whether

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you are booking on the Website or manually submitting a request, these Terms and Conditions will apply to you.

Any order placed for tickets with us is an offer by you to purchase the tickets for the price specified at the time you placed the order. You acknowledge that by placing your order, you are agreeing to pay for and accept the ticket to the Event selected which will be subject to any limitations shown at the time you place your order. All tickets to Events are subject to availability. Your order will not be confirmed until we have provided written notice of such (such as by providing a receipt), after full payment is received in cleared funds in accordance with clause 3.

2.4

We reserve the right to accept or reject your order (or any part thereof) at any time and for any reason. You may not cancel your order once it is placed other than as expressly provided for in these Terms and Conditions.

2.5

In the event that you book tickets to an Event on behalf of a third party, you represent and warrant that you have made that third party aware of these Terms and Condition and you acknowledge and agree that actions of that third party shall also be attributed to you for the purposes of these Terms and Conditions.

2.6

In the event that a third party books tickets to an Event on your behalf, by attending any Event or using the Services you are taken to have agreed to be bound by these Terms and Conditions, regardless of whether you were provided with notice of them.

3. FEES

3.1

The ticket fee for the Event selected will be as specified on the order form at the time you place an order for your tickets. You must make payment via a method accepted by us as stated on the order form. We will charge you, and you agree to pay the purchase price and any other fees shown to you at the time you place your order for the tickets, except where otherwise specified. Full payment is required at the time of booking unless otherwise agreed by us.

3.2

The methods of delivery of and access to the tickets will be through the electronic methods as specified on the Website at the same time as placing your order for the tickets.

3.3

Our payment provider may charge you a fee depending on the payment method used by you (for example, payments made by credit card may attract a small surcharge). You agree to pay such fees at the same time as you make payment to us, even if such fees are not explicitly disclosed on the Website or otherwise.

3.4

You authorise us, directly or through third parties, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud.

3.5

Prices shown on the Website are in Australian Dollars (AUD) and exclude GST, unless otherwise stated.

3.6

Prices and all other details for the tickets are subject to change without notice.

4. ATTENDEE CONDITIONS

4.1

You must be able to form legally binding contracts under Applicable Laws to purchase a ticket and attend the Event (you may be requested to provide photographic ID as proof of your age or identity). On entry to the Event you must present your ticket granting you admission to the Event. All tickets are non-transferable and the resale of tickets is prohibited.

4.2

You may be denied entry into the Event, or removed from the Event if you fail to follow these Terms and Conditions or where we have reasonable grounds to do so including

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| | (without limitation) where we believe that you have engaged in any illegal or disruptive activities, you are intoxicated, under the influence of illicit substances, represent a security risk, or have acted in a manner which affects the enjoyment of the other attendees at the Event or the public. If you are removed or denied entry from the Event you will not be entitled to any refund. | exchange for an alternative Event or credit. |
| 4.3 | You acknowledge at all times you are solely responsible and liable for your own behaviour and wellbeing. | |
| 4.4 | Each ticket is also subject to any additional terms and conditions of the owner or licensor of the venue. Admission to the Event is subject to any of the venue conditions. | |
| 4.5 | You agree to comply with all reasonable instructions issued by us or by the owner or licensor of the venue. | |
| 4.6 | All unauthorised photography and/or recording or transmitting of audio or visual matter that is used for commercial purposes is expressly prohibited at the Event. For the avoidance of doubt you may take photos and videos for non-commercial purposes such as on Instagram. | |
| 4.7 | Unfortunately, depending on the venue of the Event we may not be able to guarantee disabled access to the Event due to our limited control of adding facilities at the venues. | |
| 4.8 | You may be required to submit to a search of your person and/or possessions before entering the Event. | |
| 4.9 | As part of the Event, we may serve alcohol. We do not condone excessive or binge drinking. We promote responsible drinking of alcohol. You must always abide by state and federal laws regarding lawful drinking practices. We strongly advise that you do not drive after the consumption of alcohol at the Event and we do not accept any responsibility for such conduct. We reserve the right to refuse to serve you alcohol without notice. | |
| 5. | CANCELLATION, VARIATIONS AND REFUNDS | |
| 5.1 | General terms Once an order is placed or confirmed, tickets to an Event may not be cancelled, exchanged or refunded except in accordance with these Terms and Conditions, or to the extent otherwise required by law. In the event that you are entitled to a refund, you must apply for a refund within the timeframes set out in these Terms and Conditions, or where no timeframe is specified, within a reasonable time. For the avoidance of doubt, in the event that the Event date is revised, the time periods and reimbursement terms set out in these Terms and Conditions apply based on the revised Event date. | |
| 5.2 | Cancellations by attendees If you wish to cancel your ticket to the Event, please notify us as soon as possible. We will only offer you a refund for cancellation if you notify us before the date for cut off as specified on the Website (or if no date is specified on the Website then at least 30 days before the Event date or as otherwise advised by us). After this time period, subject to any applicable laws, there will be no refund given for any cancellations by you. Subject to the other terms of these Terms and Conditions, non-attendance of any Event by you for any reason does not provide the right to refunds, or an exchange. | |
| 5.3 | Cancellations by Dietitian Connection (a) At any time prior to the date of the Event, we reserve the right to cancel your ticket order and/or the Event without cause on giving written notice. Without limitation to such rights, if we believe that there is an error in any ticket order placed, such as an error in the price of the tickets or if the Event/ticket is not available, we reserve the right to cancel that order. (b) Other than in circumstances where we cancel under clause 8, if your ticket order or an Event is cancelled: (i) we will not be in breach of these Terms and Conditions by virtue of the cancellation; and (ii) we will notify you and provide you with a full refund of any fees paid for such ticket order or Event or offer you an | |
| 5.4 | Variations to the Event (a) We reserve the right, at any time, to vary: (i) the schedule of the Event, including the advertised programs, prices, venues, seating arrangements and any other ticket categories; and (ii) the date of the Event or any other part of the Event. (b) Other than in circumstances where we vary the Event under clause 8, in the case where the variation is significant (being where the date of the Event changes or the venue changes to a location that is outside of a 30km radius of the original Event location), you shall have the right to request a refund within 5 business days of our notification of the variation. If you fail to provide us with notice that you would like a refund within such period, you expressly accept the variation to the Event and your ticket will automatically transfer to the new Event. | |
| 5.5 | Limitation of liability To the extent permitted by law, where we are required to cancel a ticket or Event our liability to you is limited to the amount for which the ticket for the relevant Event was purchased. We will not be liable for any other Losses incurred by you as a result of such cancellation including without limitation the costs of any travel or accommodation. You incur such expenses at your own risk. | |
| 5.6 | Force Majeure Notwithstanding any other provision of these Terms and Conditions, where a Force Majeure Event (as defined above) prevents us from providing an Event to you, we reserve the right to change or cancel any ticket or Event in accordance with clause 8. | |
| 6. | INTELLECTUAL PROPERTY | |
| 6.1 | You acknowledge and agree that: (a) we (or the relevant licensor or presenter) own all rights, title and interest in and to all material associated with an Event (including any material developed during the course of providing you with the Services and the Intellectual Property contained therein), such as the content of presentations (Materials); and (b) you will not copy, reproduce, alter, modify, create derivative works, make available online or electronically transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit the Materials except with our prior written permission or the relevant third party authorised to grant such permission and when doing so you must adequately acknowledge us or the relevant third party. | |
| 7. | PHOTOS & FILMING CONSENT | |
| 7.1 | You acknowledge and agree that we (or an authorised agent of ours) may take photos and/or videos of you in connection with the provision of the Services (including your participation or attendance at an Event). | |
| 7.2 | You authorise and consent to us using any photograph or video of you taken during the provision of the Services including relevantly any Event, for any purpose including for promotional and marketing purposes of future events. You warrant that you have the permission of all attendees who you arrange to attend the Event (such as your staff) to take and use such photos and videos. | |
| 8. | FORCE MAJEURE | |
| 8.1 | Force Majeure Event (a) We will not be in breach of these Terms and Conditions or liable to you for any loss incurred by you as a direct result of us failing or being prevented, hindered or delayed in the performance of our obligations under these | |

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| | Terms and Conditions where such prevention, hindrance or delay results from a Force Majeure Event. | | (b) | you are solely responsible for following or not following, or undertaking research of, or making an assessment of any information given through the Services and each Event; |
| | (b) If a Force Majeure Event occurs, we will endeavour to notify you in writing as soon as practicable of the particulars of the Force Majeure Event and the anticipated delay. | | (c) | you are solely responsible for your behaviour and wellbeing at the Services and each Event; and |
| | (c) On providing the notice in clause 8.1(b) we will be entitled to a reasonable extension of time for performing our obligations under these Terms and Conditions, and will continue to use all reasonable endeavours to perform those obligations. This may include for example postponing the Event to a later date, or changing the venue of the Event or other particulars. | | (d) | we do not guarantee any specific results. |
| | (d) Subject to the other terms of this clause, the performance of our obligations will be resumed as soon as practicable after such Force Majeure Event is removed or has ceased. | | | |
| 8.2 | Dietitian Connection's right to vary | | | |
| | (a) If the Force Majeure Event has an adverse effect on the commercial success of the Event or otherwise interferes substantially with the Event (as determined by us in our sole discretion), we reserve the right, at any time, to vary: | 10. | | MEDICAL, FINANCIAL & BUSINESS DISCLAIMER |
| | (i) the schedule of the Event, including the advertised programs, prices, venues, seating arrangements and any other ticket categories; and | 10.1 | | You acknowledge and agree that any information made available in connection with the Services is general in nature and does not constitute medical, legal, financial, business or any other type of advice. Any information provided to you and in any linked or referred to materials or websites is not and should not be construed as medical, legal, financial or business advice. Information provided during the provision of the Services and each Event by us and our associated companies, staff, presenters and volunteers is for educational and informational purposes only. |
| | (ii) the date of the Event or any other part of the Event. | 10.2 | | The Services are not intended to establish a doctor/health practitioner-patient relationship between us and you, or you and any presenter or facilitator at any event, nor is it intended to replace the services of a health care professional. If you think you may be suffering from any medical condition, you should seek immediate medical attention from an appropriately qualified medical practitioner. |
| | (b) In the event of variation under clause 8.2(a), you shall have no right to cancel your ticket or obtain a refund. In the case where the variation is significant (as contemplated in clause 5.4(b)) and you do not want to attend the event, please contact us and in that case we may in our sole discretion (however are not required to except to the extent required by law) provide you with a refund. Please note that in certain circumstances, where it is necessary to protect our legitimate commercial interests, we may retain any fees paid and will not be required to make any refunds. | 10.3 | | The Services may provide support, guidance and tools to assist you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, are your sole responsibility. We will not be responsible for any decisions that you make, nor losses that may arise out of any decision made by you at any time. |
| | | 10.4 | | Nothing on the Website or any of the Services is a promise or guarantee of results or future earnings. Any information given (including case studies) is purely based on experience and is for illustrative purposes only. Information provided may not always be tailored specifically for your personal or business needs. You understand that because of the nature and extent of the Services, the results experienced by each person may significantly vary. |
| 8.3 | Right to terminate | 10.5 | | Any testimonials and examples within any marketing materials are not to be taken as a guarantee that you will achieve the same or similar results |
| | (a) If the Force Majeure Event has an adverse effect on the commercial success of the Event or otherwise interferes substantially with the Event (as determined by us in our sole discretion), either party may terminate these Terms and Conditions immediately on providing notice to the other party. | 10.6 | | The Services are not intended to be a substitute for any professional medical, legal, financial or business advice. You understand that you should seek advice from qualified health professionals before making any mental and physical health decisions. You should also seek advice from a professional licensed broker, dealer, advisor or financial planner before making any financial and/or business decisions as a result of information received from us. |
| | (b) In the event of termination under clause 8.3(a), we may, in our sole discretion (however are not required to except to the extent required by law), offer you a refund. Please note that in certain circumstances, where it is necessary to protect our legitimate commercial interests, we may retain any fees paid and will not be required to make any refunds. | 10.7 | | You should not rely on any information contained in the Services in making medical, health-related, financial or other decisions. |
| 9. | GENERAL DISCLAIMER | 11. | | EXCLUSION AND LIMITATION OF LIABILITY |
| 9.1 | You acknowledge and agree that your use of the Services (including relevantly your participation and attendance at an Event) is at your own risk. We provide the Services and each Event on an "as-is" basis and whilst every effort is made to ensure the information provided through the Services is accurate, we make no representations and give no warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of anything contained in the Services and each Event for any purpose. | 11.1 | | Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Services that are not expressly set out in these Terms and Conditions to the maximum extent permitted by law. |
| 9.2 | To the maximum extent permitted by law, the Services and each Event are provided without any warranties, representations, or conditions of any kind, whether express, implied or statutory. You acknowledge and agree that: | 11.2 | | Subject to the other terms of this clause, our maximum aggregate liability to you for any Loss or damage or injury arising out of or in connection with these Terms and Conditions, including any breach by us of these Terms and Conditions however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the actual fees paid by you to us under these Terms and Conditions for the relative Event. |
| | (a) we are not responsible for any information provided through the Services and each Event; | 11.3 | | Nothing in these Terms and Conditions is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the ACL, or the exercise of a right conferred by such a |

- provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.
- 11.4 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, our total liability to you for that failure is limited to, at our option:
- (a) in the case of services, the resupply of the services or the payment of the cost of resupply; and
 - (b) in the case of goods, the replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.
- 11.5 Without limitation to the other terms of this clause, we exclude any liability to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms and Conditions.
- 11.6 Notwithstanding anything else in this clause, our liability will be reduced to the extent the loss or damage is caused by or contributed to by you or any members of your staff.
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- 12. INDEMNITY**
- 12.1 Except to the extent caused or contributed to by the negligent act or omission, wilful misconduct or breach of these Terms and Conditions by us, you indemnify us against, and hold us harmless from, any Losses (including any direct, indirect, special or consequential Losses) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by us arising out of or in connection with:
- (a) your breach or negligent performance of these Terms and Conditions;
 - (b) the enforcement of these Terms and Conditions;
 - (c) your use of or conduct at any venue or attendance or participation at any Event (including without limitation any conduct towards other persons at an Event or any damage to the venue or any goods located at the venue);
 - (d) any claim made against us by a third party arising out of or in connection with the provision of the Services and each Event, to the extent that such claim arises out of your breach, negligent performance or failure or delay in performance of these Terms and Conditions;
 - (e) the conduct of other persons at any Event;
 - (f) your reliance on the Services and each Event (including any information obtained from an Event);
 - (g) your violation of any law (including intellectual property rights); or
 - (h) any negligent, fraudulent or criminal acts or omissions by you or your personnel.
- 12.2 You must make payments under this clause immediately on demand:
- (a) in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by law; and
 - (b) in the currency in which the payment is due, and otherwise in Australian dollars, in immediately available funds.
- 12.3 Our liability under this clause is limited in accordance with clause 11.
- 12.4 The indemnities in this clause 12:
- (a) are continuing obligations on you, independent from your other obligations under these Terms and Conditions and survive termination or expiry of these Terms and Conditions; and
 - (b) are absolute and unconditional and unaffected by anything which otherwise might have the effect of prejudicing, releasing, discharging or affecting your liability.

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- 13. THIRD PARTY PRESENTERS AND PROVIDERS**
- 13.1 To the extent permitted by law, neither we nor any of our directors or employees are liable in in contract, tort (including negligence) or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party presenters or providers over whom we have no direct control. This includes without limitation the provider of any venue or catering.
- 13.2 Where information or other materials (including food or drink items) is provided by a third party presenter or provider:
- (a) such information or other materials is not endorsed by us in anyway (except where we otherwise expressly advise);
 - (b) we do not take steps to verify the accuracy, completeness or otherwise of such information or other materials and as such provide no warranty or representations of such information or other materials;
 - (c) we are not responsible for any such information or other materials;
 - (d) with respect to food or drink items:
 - (i) actual nutrient values, information and serving sizes labelled on the items are provided by a third party unrelated to us and we are not liable for such;
 - (ii) information provided by a third party is approximate and intended to be used as a guide only;
 - (iii) we do not guarantee that any food or drink is safe to consume, and you consume such at your own risk; and
 - (iv) no allergen or nutritional information provided by a third party should ever be considered a guarantee, and we will not be liable for any Loss arising in connection with adverse reactions to food or drink consumed or other items you may come into contact with in connection with the Services.
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- 14. GENERAL PROVISIONS**
- 14.1 Variation**
An amendment or variation of any term of these Terms and Conditions must be in writing and signed by each party.
- 14.2 No Waiver**
(a) No party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with these Terms and Conditions unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.
- (b) Words or conduct referred to in clause 14.2(a) include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.
- 14.3 Assignment, Novation and Other Dealings**
(a) Any rights of Dietitian Connection that arise out of or under these Terms and Conditions are assignable and capable of novation by that party in its discretion and without notice or the prior written consent of the other parties.
- (b) Any rights of any other party that arise out of or under these Terms and Conditions are not assignable or capable of novation by the party without the prior written consent of the other parties.
- 14.4 Severability**
(a) If the whole or any part of a provision of these Terms and Conditions is or becomes invalid or unenforceable under the law of any jurisdiction, it

is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

- (b) Clause 14.4(a) does not apply if the severance of a provision of these Terms and Conditions in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under these Terms and Conditions.

14.5 No Merger

On completion or termination of these Terms and Conditions, the rights and obligations of the parties set out in these Terms and Conditions will not merge and any provision that has not been fulfilled remains in force.

14.6 Survival

Any clause which by its nature is intended to survive termination or expiry of these Terms and Conditions will survive such termination or expiry.

14.7 Further Action

Each party must do all things (including completing and signing all documents) reasonably requested by the other party that are necessary to give full effect to these Terms and Conditions and the transactions contemplated by these Terms and Conditions.

14.8 Time of the Essence

Time is of the essence in these Terms and Conditions in respect of any date or time period and any obligation to pay money.

14.9 Relationship of the Parties

- (a) Nothing in these Terms and Conditions gives a party authority to bind any other party in any way.
(b) Nothing in these Terms and Conditions imposes any fiduciary duties on a party in relation to any other party.

14.10 Remedies Cumulative

Except as provided in these Terms and Conditions and permitted by law, the rights, powers and remedies provided in these Terms and Conditions are cumulative with and not exclusive to the rights, powers or remedies provided by law independently of these Terms and Conditions.

14.11 Entire Agreement

These Terms and Conditions states all the express terms agreed by the parties about its subject matter. It supersedes all prior agreements, understandings, negotiations and discussions in respect of its subject matter.

14.12 No Reliance

No party has relied on any statement, representation, assurance or warranty made or given by any other party, except as expressly set out in these Terms and Conditions.

14.13 Governing Law and Jurisdiction

- (a) These Terms and Conditions is governed by the law in force in the State.
(b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in the State and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms and Conditions.
(c) Each party irrevocably waives any right it has to object to the venue of any legal process in the courts described in clause 14.13(b) on the basis that:
(i) any proceeding arising out of or in connection with these Terms and Conditions has been brought in an inconvenient forum; or
(ii) the courts described in clause 14.13(b) do not have jurisdiction.

15. INTERPRETATION

In these Terms and Conditions, unless inconsistent with the context or subject matter:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of these Terms and Conditions.
(b) References to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules,

annexures, appendices, attachments and exhibits to, these Terms and Conditions.

- (c) References to a party to any agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.
(d) Words denoting the singular include the plural and words denoting the plural include the singular. Words denoting any gender include all genders.
(e) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
(f) A reference to any agreement or document (including these Terms and Conditions) includes any amendments to or replacements of that document.
(g) A reference to a law includes legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
(h) Any promise, agreement, representation or warranty given or entered into on the part of two or more persons binds them jointly and each of them severally and is for the benefit of them jointly and each of them severally.
(i) No provision of these Terms and Conditions will be construed adversely to a party because that party was responsible for the preparation of that provision or these Terms and Conditions.
(j) A reference to time or day is a reference to time in the capital city of the State.
(k) A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency.
(l) Specifying anything in these Terms and Conditions after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
(m) Where these Terms and Conditions is executed for a party by an attorney, the attorney by executing it declares that the attorney has no notice of revocation of the power of attorney.
(n) A reference to writing or written includes email.