### **Kaplan Business School Graduation Ceremony Ticket Terms and Conditions**

### 1. Ticket booking

- 1.1. If Kaplan Business School (Kaplan Business School Pty Limited, ABN 86 098 181 947) has invited you to attend a graduation ceremony ('Event'), with the invitation extending to you and up to three (3) guests. To accept this invitation you will need to register via Calendly (<a href="https://calendly.com/graduation-ceremonies">https://calendly.com/graduation-ceremonies</a>) and pay a non-refundable fee applicable to the number of guests you select.
- 1.2. Graduands may purchase a ticket for just themselves for \$100, one (1) additional guest for \$175, two (2) additional guests for \$250 or three (3) additional guests for \$325, subject to availability. The total number of tickets per Graduand (including themselves) is capped at four (4).
- 1.3. Children aged under 6 years may attend the Event free of charge and will not count toward the maximum of three (3) guests allowed per Graduand. All children aged 6 years and above must have a ticket purchased for them and will count toward the maximum of three (3) guests. All children under 5 must be accompanied by a ticketed guest of the Graduand who will remain responsible for their children at all times, including ensuring they do not disrupt the Event.

## 2. Ticket inclusions

- 2.1. Each ticket includes: entry and refreshments for you and your guests and access to photography of the event, including a photo of the graduate on stage.
- 2.2. At the time of booking, a Graduand must specify any food allergens or restrictions, and the particulars of those food allergens or restrictions, by emailing graduation@kbs.edu.au . Graduands and guests must identify themselves and their food allergies and restrictions to Kaplan Business School upon arrival at the Event. While Kaplan Business School will take reasonable steps to communicate dietary needs to the venue, it does not guarantee allergen-free food and accepts no liability where it has failed to take all reasonable precautions.
- 2.3. By attending the Event Graduands consent, and will procure the consent of their guests, to being photographed, recorded and filmed. Kaplan Business School may use such media for promotional, educational, and commercial purposes without further notice or compensation.

# 3. Ticket Availability and Transfers

- 3.1. Tickets to the Event are personal to the Graduand and their nominated guests. Once a ticket purchase has been completed, changes (including transferring tickets between different individuals, Event session selection or additional guest tickets) will not be permitted without manual review and approval by Kaplan Business School.
- 3.2. All ticket sales are subject to venue capacity limits and will be processed on a first-come, first-served basis.
- 3.3. Additional guest tickets are subject to availability and are not guaranteed.

### 4. Refund and Cancellation Policy

- 4.1. All booking and ticket purchases are non-refundable.
- 4.2. Kaplan Business School may need to make changes to the Event, including but not limited to date, time, and venue due to circumstances beyond its reasonable control.
- 4.3. Kaplan Business School will not be liable for any cancellation, rescheduling, or modification of the Event due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, government regulations, public health emergencies, or unforeseen venue unavailability. In such cases, Kaplan Business School will make reasonable efforts to provide alternative arrangements but shall not be liable for any consequential losses incurred by Graduands or guests, including but not limited to travel and accommodation costs. In such cases, reasonable efforts will be made to notify Graduands in advance.
- 4.3. If the Event is cancelled by Kaplan Business School, a refund or alternative arrangement will be offered.

# 5. Accessibility

5.1. The Graduand must notify Kaplan Business School sufficiently in advance if any reasonable accommodations are necessary if they or their guests have special accessibility needs.

# 6. Conduct and liability

6.1. Graduands and their guests must comply with any venue Code of Conduct displayed at the entrance to the Event, and must not smoke or vape or engage in violent, harassing or threatening behaviour or bring outside food and beverages into the venue. Kaplan Business School has the right to remove attendees from the Event venue who engage in disruptive or unlawful behaviour.

- 6.2. Graduands and their guests must not damage or destroy any Kaplan Business School or third party property at the Event venue.
- 6.3. The Graduand is liable for their actions, and the actions of their guests, that cause or contribute to any and all loss or damage incurred by Kaplan Business School or a third party (such as the venue owner), arising out of or in connection with a failure to comply with any of these terms.
- 6.4. To the extent permitted by law, Kaplan Business School is not liable for claims, and the Graduand releases Kaplan Business School from any claim, related to Event attendance, including personal injury or death (including due to any failure to notify any allergens), loss of property, or other incidents that are beyond its reasonable control, or actions of the Event venue management or other attendees.

#### 7. Privacy

7.1. All personal information collected in connection with ticket purchases and attendance is managed in accordance with Kaplan's Privacy Policy, https://www.kbs.edu.au/documents/privacy-policy.

#### 8. Australian Consumer Law

8.1. Nothing in these terms and conditions limits a Graduand's rights under applicable Australian Consumer Laws (ACL) as set out in the *Competition and Consumer Act 2010 (Cth*). Where goods or services are provided as part of this transaction are subject to consumer guarantees under the ACL, the Graduand is entitled to remedies including repair, replacement, refund, or compensation, where applicable.

#### 9. General Conditions

- 9.1. By purchasing tickets, the Graduand agrees to abide by these terms and conditions.
- 9.2. To the extent permitted by law, the Graduand releases, indemnifies and agrees to hold harmless Kaplan Business School (and its staff) indemnified from and against any actions, claims, demands, losses, damages, costs and expenses (including legal fees) arising from the Graduand's or their guests attendance at the Event, including but not limited to claims related to damages, loss, negligence, accident, personal injury, death, venue Code of Conduct violation, or actions taken by third parties (including due to failure to communicate an allergy).
- 9.3. Any disputes or concerns regarding these terms and conditions or the Event must first be directed to Kaplan Business School for resolution.
- 9.4. If a term or part of a term of this agreement is illegal or unenforceable it may be severed from this agreement and the remaining terms or parts of the terms of this agreement continue in force.
- 9.5. These terms and conditions are governed by the laws of New South Wales, Australia.