

Kaplan Business School Graduation Ceremony Ticket Terms and Conditions

1. Ticket booking

1.1. Kaplan Business School Pty Limited (ABN 86 098 181 947) has invited you ('**Graduand**') 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 (<https://calendly.com/graduation-ceremonies>) 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 \$150, 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 6 years 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, food allergens and photography

2.1. Each ticket includes: entry and refreshments for the Graduand and their guests and access to photography of the event, including a photo of the Graduand 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, for the Graduand and their guests by emailing graduation@kbs.edu.au. Graduands and their 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 responsibility or liability in this regard.

2.3. By attending the Event, the Graduand consents, and must 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. Without limiting the foregoing, if the Graduand or their guests prefer not to be photographed, recorded or filmed at the Event, the Graduand must inform Kaplan Business School staff upon arrival at the Event and, to the extent practicable, staff will take reasonable steps to reduce the likelihood of those individuals being included in the photography, recording or filming (however, this is not guaranteed).

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 unless approved by Kaplan Business School on a case-by-case basis.

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. Except as stated below, 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.

4.3. Kaplan Business School will not be liable for any cancellation, rescheduling, or modification of the Event, including but not limited to due to circumstances beyond its reasonable control, such as acts of God, natural disasters, government regulations, public health emergencies, or unforeseen venue unavailability. 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 adjustments are necessary at the Event to accommodate any special accessibility needs of the Graduand or their guests.

6. Conduct, liability, release and indemnity

6.1. Graduands and their guests must comply with any venue Code of Conduct displayed at the entrance to the Event or otherwise made known to them, 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 may refuse entry to or remove attendees from the Event venue who engage, or are likely to engage, in disruptive, unlawful or illegal 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 conduct, and the conduct of their guests, that cause or contribute to any and all losses, damages or claims incurred by Kaplan Business School, its staff or representatives, or a third party (such as the venue owner), arising out of or in connection with the Graduand's or its guests' failure to comply with any of these terms and conditions.

6.4. To the extent permitted by law, Kaplan Business School and its staff and representatives are not liable for any claims, actions, demands, damages, losses, costs and expenses (including legal fees) ('**Claims**'), and the Graduand releases, indemnifies and holds harmless Kaplan Business School and its staff and representatives from any Claims, arising out of or in connection with the Graduand's or its guests' attendance at or participation in the Event, including but not limited to any accident or personal injury, illness or death (including due to any failure to notify any allergens or allergic reaction to food served), negligence, damage, destruction or loss of property, conduct of the Event venue management or other attendees, or any violation of the venue's Code of Conduct. The Graduand also provides this release on behalf of their guests and warrants that the Graduand has valid authority to do so.

7. Privacy

7.1. For information about how Kaplan Business School intends to handle personal information collected in connection with ticket purchases and the Event, please see 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 provided as part of this transaction are subject to consumer guarantees under the ACL, the Graduand may be entitled to remedies including repair, replacement, refund, or compensation, where applicable.

9. General

9.1. The Graduand agrees to abide by these terms and conditions.

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 these terms and conditions is unlawful, illegal or unenforceable, that term or part of term (as applicable) may be severed from these terms and conditions and the remaining terms or parts of the terms of these terms and conditions continue in force.

9.5. These terms and conditions are governed by the laws of New South Wales, Australia.