



# OUMSA EVENTS TERMS AND CONDITIONS

Before registering for any OUMSA Event you must read and agree to the following Terms and Conditions. By registering for an OUMSA event you have agreed to these terms and conditions.

By registering and/or attending any OUMSA Event I acknowledge and agree to the following Terms and Conditions:

## 1. Definitions

- 1.1. 'OUMSA' means The Otago University Medical Students' Association
- 1.2. 'Constitution' means the current Constitution of The Otago University Medical Students' Association as varied or amended from time to time.
- 1.3. 'Designated Accommodation Venue' means the hotel or other accommodation venue designated by the Organising Committee or the Executive Committee for the conduct of the Event.
- 1.4. 'Event' or 'Events' means any events run by OUMSA
- 1.5. 'Executive Committee' means the voluntary management team of OUMSA as defined in Part 10 Clause 10.2 of the Constitution.
- 1.6. 'Intellectual Property' means copyright, all present and future rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields;
- 1.7. 'Members' is as defined in Part 7 of the Constitution
- 1.9. 'Organising Committee' means the committee of students charged with organising the Event.
- 1.10. 'Participant' means any person in attendance at the Event who is registered as a participant with the organising committee of the Event and a reference to I or me shall have a corresponding meaning.
- 1.11. 'Representative' has the meaning given to it in Part 3 Clause 12 of the Constitution.
- 1.12. 'Terms and Conditions' means this document.
- 1.13. 'Venue' means venue of the Event.
- 1.16. 'Website' means the website of OUMSA. The Uniform Resource Locator for the home page is currently: <http://www.oumsa.org>

## 2. General

- 2.1. Despite any other term contained in these Terms and Conditions and to the maximum extent permitted by law I hereby release the OUMSA and participating universities, their employees, agents, students, organisers and sponsors of the Events from any liability in relation to or in connection with any incidents or activities resulting, either directly or indirectly, from an Event including, but not limited to:



- 2.1.1. Negligence including failure to use such care as a reasonable person would use in the circumstances for any loss, damage to property, expenses, personal injuries (including death) and;
- 2.1.2. Breach of any other duty imposed by law (including occupiers liability), and;
- 2.1.3. Breach of any contract directly or indirectly incurred by or arising by reason of any word or act of any person, event, representation or misrepresentation arising in connection to Events.
- 2.2. I agree to indemnify the OUMSA and agree to keep the OUMSA always indemnified from and against all loss, damage, expense or claim which the OUMSA may incur, including to a third party, in respect of or arising out of any wilful or negligent damage caused by me to persons or property during Events.
- 2.3. I will comply with the OUMSA Code of Conduct set out below and I release any other participating universities, their employees, agents, students and organisers of Events for any breach in observance of this Code of Conduct by any person whomsoever.
- 2.4. That I will take responsibility for my own safety, wellbeing and security of my personal property while attending any Events.
- 2.5. That I will be 18 years of age or over on the commencement date of the Event (if required) and agree to present such proof of age immediately if requested by the organisers of the Events, its nominated personnel or its service providers.

### **3. Code of Conduct**

- 3.1. Participants acknowledge that their behaviour reflects on OUMSA, the University of Otago and medical students in general. Participants must at all times act in an appropriate manner, this includes, but is not limited to:
  - 3.1.1. Adherence to the terms and conditions of the Designated Accommodation Venue;
  - 3.1.2. Adherence to these Terms and Conditions;
  - 3.1.3. Not acting in a way which constitutes a nuisance or danger to any other person or property of the Venue or the Designated Accommodation;
  - 3.1.4. Giving consideration to other guests at the Venue or the Designated Accommodation Venue who are not attending the Event;
  - 3.1.5. Not acting in any way which may injure or prejudice the reputation of the OUMSA, the University of Otago, other participating universities or medical students in general;
  - 3.1.6. Behaving in a way that is not discriminative to others, whether sexually, racially, culturally or otherwise;
  - 3.1.7. Accepting that there will be no tolerance of violence or sexual harassment and that appropriate authorities will be notified if such conduct occurs;
  - 3.1.8. Not hindering or obstructing any member of a police force or emergency services in the exercise or discharge of their functions at the Venue or the Designated Accommodation Venue;
  - 3.1.9. Complying with any reasonable direction provided to the Participant by the OUMSA or its agents, including but not limited to the OUMSA Executive Committee and the Organising Committee;



- 3.1.10. Not smoking on the premises of any Venue or Designated Accommodation Venue.
- 3.1.11. Accepting that the possession or use of illegal substances at any time during Events is not permitted, and that the appropriate authorities will be notified if such behaviour occurs.
- 3.1.12. Taking responsibility for their own safety and wellbeing. Participants are in no way obliged to participate in any event that they do not feel able to safely participate in. Participants should seek the assistance of the Event organisers if required or if they consider their safety or wellbeing is at risk;
- 3.1.13. Notifying the security team and event organisers if they have concerns about the wellbeing of another Participant;
- 3.1.14. Complying with all applicable laws and regulations whilst attending Events.

#### **4. Failure to Comply with Code of Conduct**

- 4.1. The Organising Committee in conjunction with the OUMSA Executive Committee may refuse entry to or eject any Participant who acts or does or who, in the opinion of the Organising Committee or the OUMSA Executive Committee, may act or do anything inconsistent with the Code of Conduct for the behaviour of Participants attending the Event outlined in clause 3.
- 4.2. Where a Participant is refused entry to or ejected from an Event in accordance with clause 4.1 it will be at the Participant's own expense and the Participant acknowledges and agrees that they will not be entitled to any refund of any registration, accommodation or other fees paid to the OUMSA with respect to the Event.
- 4.3. Failure to comply with the Code of Conduct outlined in clause 3 may result in relevant authorities being notified and relevant parties providing information to the authorities if requested.

#### **5. Accuracy of Information**

- 5.1. Whilst every effort has been made to ensure that information in these Terms and Conditions is accurate, OUMSA, the University of Otago, their employees, agents, students, organisers and sponsors of Events will not accept any liability for any loss or damage which may be incurred by any person acting in reliance upon the information contained within these Terms and Conditions.

#### **6. Event Program**

- 6.1. OUMSA, participating Universities, their employees, agents, students, organisers and sponsors of Events reserve the right to add, withdraw, reschedule or substitute any element of an Event and / or vary advertised programs, prices and venues without notice.

#### **7. Cancellation Policy**

- 7.1. Once payment of the registration fee and/or accommodation fees have been received, no refunds (in part or whole) will be made except under such extenuating circumstances



as determined at the discretion of the Organising Committee of the Event and on such conditions as the Organising Committee in their sole discretion may apply.

## 8. Accommodation Policy

- 8.1. Rooms in the Designated Accommodation Venue will be allocated by the Organising Committee. Participants may provide the name of fellow Participants with whom they wish to share accommodation, and the Organising Committee will endeavour to meet such requests. However, under no circumstances will the Organising Committee guarantee that any such requests for accommodation sharing be fulfilled.
- 8.2. Any damage or fees above and beyond the base room rate shall be the responsibility of the occupants of the room. The Designated Accommodation Venue may require a cash or credit card deposit. All such arrangements are strictly between the Designated Accommodation Venue and the Participants staying in the room.
- 8.3. In the event of any damage to the Designated Accommodation Venue or breach of the Designated Accommodation Venue's policies and procedures, OUMSA, participating Universities, their employees, agents, students, organisers and sponsors of Events will not accept any liability and may, if requested, provide relevant information to the Designated Accommodation Venue's staff and management if requested

## 9. Photography and Video Waiver and Release

- 9.1. By agreeing to these Terms and Conditions, I consent to photos, videos or other images or recordings of me being taken, used and/or reproduced for the purposes of advertising, media, publicity, publication, web display, general display, or for any other purpose in whole or in part, for an undefined period of time.
- 9.2. I hereby waive any interest that I may have in the copyright or Intellectual property of the photograph(s) now or at any future time and state that I do not expect to receive any payment or consideration in respect to them.
- 9.3. I release OUMSA, its employees and agents from any liability (including consequential loss) connected with the publication, reproduction, release or other use of these materials.

## 10. Interpretation

- 11.1. It is acknowledged and agreed that where in these Terms and Conditions the context requires or admits:
  - 11.1.1. Words importing the singular number include the plural number and vice versa;
  - 11.1.2. The masculine gender shall be read as also importing the feminine or neuter gender as the case may require;
  - 11.1.3. In these Terms and Conditions headings are for convenience of reference only and do not affect interpretation.