



**Celebrity Ink Tattoo Franchising Pty Ltd  
ACN 623 286 322  
EVENT PARTICIPATION TERMS AND CONDITIONS**

<b>Participant</b>	Name: Address: Phone: Email:
<b>Event</b>	CANDYMAN + CELEBRITY INK FREE TATTOO DAY (CHOOSE BETWEEN 2 DESIGNS)
<b>Event Date</b>	[9 March 2019]
<b>Signup Fee</b>	Not applicable, FREE FOR REGISTERED PARTICIPANTS.

## Terms and conditions

### 1. Event Participation

#### 1.1. Participation

- (a) The Participant will have the benefit of:
  - (i) participating in the Event; and
  - (ii) the Tattoo Services.
- (b) Participation in the Event is conditional upon booking and must be registered online to guarantee a booking, as communicated to the Participant by Celebrity Ink.

#### 1.2. Date

- (a) The Event will run on the Event Date.
- (b) Celebrity Ink may, in its absolute discretion:
  - (i) extend, amend, vary or otherwise make changes to the Event Date or the duration of the Event; and
  - (ii) set a start and end time for the Event on the Event Date.
- (c) The Participant releases Celebrity Ink from and against any Claim or Loss arising out of or in connection with the Event Date, changes to the Event Date or the start and end times of the Event.

#### 1.3. Limits of participation

- (a) Participation in the Event only grants the Participant permission to attend and participate in the Event under the direction of Celebrity Ink's personnel.
- (b) Notwithstanding the Participant's registration to participate in the Event, the Participant does not gain any rights to:
  - (i) access any Studio, other than with the consent of Celebrity Ink; or
  - (ii) any Tattoo Services.
- (c) Participants shall not have rights beyond the Event Date.

#### 1.4. Suspension

Celebrity Ink may, at its absolute discretion:

- (a) suspend the Participant's participation in the Event (which for the avoidance of doubt includes ceasing to provide the Tattoo Services); and/or
- (b) suspend the provision of any services in the event that the Participant fails, refuses or neglects to pay its fees or disbursements as and when they fall due.

#### 1.5. Classes of participation

Celebrity Ink may at its discretion and at any time determine different classes of participation available to Participants, and delineate:

- (a) which Tattoo Services are available to each class of Participant;
- (b) the fee payable for each class of Participant (if any); and
- (c) such other terms and conditions as Celebrity Ink deems appropriate for a particular participation class.

## 2. Services

### 2.1. Provision

Tattoo Services will be provided:

- (a) in a thorough and professional manner;
- (b) using appropriate instruments and techniques; and
- (c) to the standard and level of care required under any law.

### 2.2. Acknowledgements

The Participant:

- (a) acknowledges that the Tattoo Services will result in a permanent change to their body and willingly submits to a tattoo procedure;
- (b) consents to the provision of the Tattoo Services to the Participant;
- (c) acknowledges that the personnel providing the Tattoo Services are employees or contractors of the Studio and not agents, representatives, employees or contractors of Celebrity Ink;
- (d) acknowledges that the Tattoo Services are not provided by medical professionals, and any advice given in respect of the Tattoo Services is not medical advice;
- (e) warrants that they are over 18 years of age, and will provide evidence of their age if requested to do so by Celebrity Ink or the Studio;
- (f) acknowledges that the act of applying a tattoo involves some risk and possible complications which are being a tattoo artists control. These risks and complications include, but are not limited to:
  - (i) infection;
  - (ii) allergic reaction;
  - (iii) ink fading or being rejected by the body; or
  - (iv) other unforeseen side-effects;
- (g) acknowledges that a tattoo may take up to two weeks (or longer) to heal and may cause discomfort to the Participant during that healing period;
- (h) acknowledges that during the Event, Celebrity Ink and the Studio may limit the choice of tattoo designs to one or more pre-selected designs which are the subject of the Event;
- (i) warrants and represents that:
  - (i) he/she has read and understood these terms and conditions and agreed to be bound by them; and
  - (ii) has read and understood the tattoo after-care instructions which are available here [Click Here](#);
  - (iii) has read Celebrity Ink's standard terms and conditions relating to getting a tattoo at a Studio (which are available here [Click Here](#) and
- (j) acknowledges that it will be their responsibility to ensure that their tattoo is kept clean and treated in a manner consistent with the after-care instructions,

and in line with any suggestions given to the Participant by the Studio or tattoo artist.

### **2.3. Pricing**

- (a) Participation in the Event is conditional upon payment of the Signup Fee (if any) as communicated to the Participant by Celebrity Ink.
- (b) Certain Tattoo Services may require the Participant to pay a fee or price (in addition to the Signup Fee) which may, in the absolute discretion of Celebrity Ink, be offered to the Participant during the Event.
- (c) Celebrity Ink will communicate its pricing for any Tattoo Services to the Participant either in person or in writing from time to time.
- (d) If the Participant cancels their participation in the Event or any booking for Tattoo Services which has been scheduled to be provided, Celebrity Ink may charge the Participant a cancellation fee.

### **2.4. Third party services**

- (a) All Tattoo Services will be provided to the Participant by third parties who independently operate a Studio and are in the business of providing Tattoo Services under and by reference to Celebrity Ink's name and other Intellectual Property pursuant to a licence or franchise agreement. Each Studio will have primary responsibility for the provision of the Tattoo Services to the Participant in accordance with the Studio's own terms and conditions, which will be communicated to the Participant on the Event Date.
- (b) Celebrity Ink makes no warranty and accepts no responsibility or liability for:
  - (i) any services provided by third parties; or
  - (ii) any Loss arising from the Participant participating in the Event, even if supervised by Celebrity Ink's personnel.

### **2.5. Celebrity Ink personnel**

- (a) The Participant must not engage in, or allow, any conduct that would result in Celebrity Ink breaching a workplace law in respect of Celebrity Ink's personnel (e.g. harassment, violence or bullying of Celebrity Ink personnel).
- (b) The Participant hereby indemnifies Celebrity Ink from and against any Claim or Loss arising out of or in connection with a breach of clause 2.5(a) of these terms and conditions.

## **3. Fees**

### **3.1. Payment of Fees**

The Participant must pay:

- (a) the Signup Fee (if any) on or before the Event Date;
- (b) any fees payable for the provision of Tattoo Services (other than any free tattoos which form part of the Event);

- (c) the price payable for the purchase of any Products (if any); and
- (d) any cancellation fees payable as a result of any breach of Celebrity Ink's cancellation policy (if any).

### **3.2. Tax Invoice**

- (a) Celebrity Ink will issue a tax invoice in respect of the fees incurred by the Participant.
- (b) If a tax invoice is issued in respect of any particular service, it is payable immediately on the day that the service is provided and no credit terms will be extended to the Participant.
- (c) The Participant hereby indemnifies Celebrity Ink from and against all costs and expenses arising out of the Participant's failure to pay any invoice as and when it falls due, including any interest and costs (including legal costs) associated with taking debt recovery action.

### **3.3. No refund**

- (a) The Signup Fee (if any) is a non-refundable fee payable to Celebrity Ink in consideration for participation in the Event.
- (b) The Signup Fee (if any) is not refundable to the Participant in the event that their participation in the Event is terminated.

## **4. Policies and procedures**

### **4.1. Policies and procedures**

- (a) Celebrity Ink may make such policies and procedures as it deems fit relating to the conduct of the Event.
- (b) Celebrity Ink may amend, update, revoke or replace any of its policies and procedures from time to time, and notify the Participant of any changes.
- (c) The Participant must at all times abide by all of Celebrity Ink's policies and procedures, including any changes thereto.
- (d) A Participant's breach of any policy or procedure made by Celebrity Ink constitutes a material breach of these terms and conditions.

### **4.2. Celebrity Ink's policies**

Without limiting the generality of clause 4.1, Celebrity Ink's policies and procedures may cover:

- (a) rights of entry to the Studio;
- (b) use of social media, online message boards, and such other interactive methods of communication in respect of the Event;
- (c) offensive behaviour;
- (d) cancellation of prearranged services, cancellation fees payable and cancellation procedures (if any); and/or
- (e) any other matter as Celebrity Ink deems appropriate.

## **5. Confidentiality & Privacy**

### **5.1. Access**

Celebrity Ink acknowledges that by reason of the Event, it will have access to the Participant's confidential information, and the Participant permits Celebrity Ink to use such information for all lawful purposes (including for the avoidance of doubt, for the purposes of direct marketing).

### **5.2. Privacy**

- (a) The parties must deal with any personal information as follows in accordance with the Australian Privacy Principles and any other law which is applicable to the handling of personal information.
- (b) The Participant acknowledges that the primary purpose for which Celebrity Ink is collecting their personal information is the promotion of products and services to the Participant. The Participant consents to the use of their personal information for the purposes of direct marketing conducted by Celebrity Ink and/or third parties.
- (c) The parties must:
  - (i) take reasonable steps to prevent the misuse, unauthorised access or wrongful disclosure of any personal information which comes into their possession; and
  - (ii) notify the other party immediately upon becoming aware of any breach of this clause 5.2.

## **6. Intellectual Property & Media**

- (a) All Intellectual Property created by Celebrity Ink and provided to the Participant during the Event vests in and remains the exclusive property of Celebrity Ink.
- (b) The Event may be filmed and photographed by and on behalf of Celebrity Ink. By Participant in the Event, the Participant consents to:
  - (i) appearing a photo and/or video connected with the Event;
  - (ii) photos and videos of them being produced and used by Celebrity Ink in any manner that it deems fit, including in promotional material, newsletters, advertising, social media and any other publication of whatsoever kind; and
  - (iii) being interviewed during the Event, and having that interview used and applied in any manner and for whatever purpose as Celebrity Ink deems fit.
- (c) For the avoidance of doubt, the Participant authorises Celebrity Ink to take and use any photographs, videos or media in any Celebrity Ink, production or presentation, including electronic/internet marketing material for the purpose of promoting Celebrity Ink.

## **7. Termination**

### **7.1. Termination rights**

Celebrity Ink may immediately terminate the Participant's participation in the Event if the Participant:

- (a) breaches these terms and conditions and does not remedy that breach within a reasonable time after it is notified of the breach; or
- (b) repeatedly and persistently breaches these terms and conditions (including by failing to comply with Celebrity Ink's policies and procedures), even if each discrete breach is remedied.

### **7.2. Effect of Termination**

Upon termination of the Participant's participation:

- (a) the Participant must pay all outstanding fees owed or accrued to Celebrity Ink; and
- (b) the Participant's right to any services will cease.

## **8. Limitation of Liability**

### **8.1. No warranty**

- (a) Except as expressly set out in these terms and conditions (but subject to any non-excludable law or regulation), Celebrity Ink makes no warranty whatsoever in relation to the Tattoo Services.
- (b) Celebrity Ink will not be liable for any Loss (including for the avoidance of doubt any loss, damage, liability, cost, expense, consequential loss, loss of profits, or any like claims whatsoever) arising out of or connection with:
  - (i) the provision of the Tattoo Services to the Participant; or
  - (ii) the supply of any Products to the Participant.

### **8.2. Release and Indemnity**

- (a) The Participant hereby indemnifies Celebrity Ink and will keep Celebrity Ink indemnified from and against any Loss or any Claims made against Celebrity Ink (whether by the Participant or otherwise) in relation to the provision of the Tattoo Services and/or any Products.
- (b) The Participant hereby releases Celebrity Ink from and against any Claims they have, or may in the future have, arising out of or in connection with the provision of the Tattoo Services and any Products.

### **8.3. Limitation of Liability**

- (a) If a non-excludable term, condition, guarantee, or warranty applies to the relationship between Celebrity Ink and the Participant by operation of an applicable law (including the Australian Consumer Law), then to the maximum extent permitted by law the liability of Celebrity Ink for breach of such term, condition, guarantee or warranty will be limited to (at Celebrity Ink's election):
  - (i) in the case of goods:

- (A) replacement of the goods or the supply of equivalent goods;
  - (B) the cost of replacing the goods or acquiring equivalent goods;
  - (C) the repair of the goods; or
  - (D) the cost of having the goods repaired; and
- (ii) in the case of services:
- (A) supplying the service again; or
  - (B) paying the cost of having the services supplied again.
- (b) Celebrity Ink's liability for any Claim or Loss arising out of or in connection with the Event will be limited to a refund of any amounts paid by the Participant as a Signup Fee or for any Tattoo Services.

#### 8.4. Warning – Victorian Participants

- (a) The rights of Participants to make a claim against Celebrity Ink under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (**Act**) if the Participant is killed or injured because the activities contemplated in these terms and conditions were not:
- (i) supplied with due care and skill;
  - (ii) reasonably fit for their purpose,
- are excluded, restricted or modified in the way set out in this clause 8.4.
- (b) Under the Act, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier of those goods and services is required to ensure that the recreational services it supplies to the Participant:
- (i) are rendered with due care and skill; and
  - (ii) are reasonably fit for any purpose which the Participant, either expressly or by implication, make known; and
  - (iii) might reasonably be expected to achieve any result the Participant has made known.

Under section 22 of the Act, Celebrity Ink is entitled to ask the Participant to agree that these statutory guarantees do not apply to the Participant.

- (c) If the Participant signs these terms and conditions, the Participant will be agreeing that their rights to sue Celebrity Ink under the Act if the Participant is killed or injured because the services provided were not in accordance with the above statutory guarantees, are excluded, restricted or modified in the way set out in these terms and conditions.
- (d) Note: the change to the Participant's rights, as set out in these terms and conditions, do not apply if the Participant's death or injury is due to gross negligence on Celebrity Ink's part. Gross negligence,

in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission.

## 9. GST

Fees quoted (if any) are exclusive of GST, unless expressly stated otherwise. In addition to the fee (if any) payable for the services, the Participant must pay to Celebrity Ink, on demand, the GST payable in respect of the supply of the Tattoo Services. For the purposes of these terms and conditions, "GST" has the same meaning as that word is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

## 10. General

### 10.1. Survival

- (a) Any provision of these terms and conditions which is intended to operate after the end of the Event will survive termination or expiry of the Event.
- (b) Without limiting the generality of clause 10.1(a), any indemnity or release given by the Participant in favour of Celebrity Ink is intended to survive the termination or completion of the Event.
- (c) If any clause (or subclause) in these terms and conditions is void or unenforceable, then that clause or subclause (as the case may be) is severed or read down to the minimum extent possible and the rest of these terms and conditions remain in force.

### 10.2. Governing Law

These terms and conditions are governed by the laws of Victoria and the parties submit to the jurisdiction of Victoria.

## 11. Definitions and Interpretation

In this terms and conditions:

- (a) **Celebrity Ink** means Celebrity Ink Tattoo Franchising Pty Ltd (ACN 623 286 322) and, where applicable, includes any contractor or employee of that company;
- (b) **Claim** means any claim, demand or cause of action whether arising in contract, tort, under statute or otherwise;
- (c) **Event** means the event to be held on the Event Date and described on page 1 of these terms and conditions;
- (d) **Event Date** means the date (or dates) that the Event is to occur, as specified on page 1 of these terms and conditions;
- (e) **Confidential Information** means any information concerning the a party including, but not limited to, information concerning its health, personal details, training plans and routines, financial affairs, fee lists, policies, guidelines, and any other commercially valuable information of whatever description and any information exchanged, which is not in the public domain (other than as a result of a breach of any obligation under these terms and conditions), and which comes to the other party's attention;

- (f) **Intellectual Property** means all present and future rights to industrial and intellectual property including, without limitation, all tattoo designs, any inventions and improvements, trade marks (whether registered or common law trade marks), design, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula, techniques and Confidential Information of a party;
- (g) **Loss** means any liability, cost or expense suffered or incurred by a party (whether actual or contingent);
- (h) **Participant** means the party identified as the Participant on page 1 of these terms and conditions;
- (i) **Products** means such products as may be supplied by a Studio from time to time, including any merchandise available for purchase as displayed at any Studio;
- (j) **Signup Fee** means the fee payable by the Participant (if any), as may be specified on page 1 of these terms and conditions or communicated to the Participant from time to time;
- (k) **Studio** means any tattoo studio that is operated by a third party operator under and by reference to the Celebrity Ink name and Intellectual Property;
- (l) **Tattoo Services** means the tattooing services that are supplied by each Studio from time to time, as may be displayed on the Celebrity Ink website, social media page or communicated to the Participant from time to time.