

# Chartered Accountants Study Masterclass Terms and Conditions

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<b>Policy Name</b>	Chartered Accountants Study Masterclass Terms and Conditions		
<b>Document Owner(s)</b>	Team Leader - CASM		
<b>Owner Division</b>	Education and Marketing		
<b>Approved by</b>	CA ANZ Corporate Assurance	<b>Date Approved</b>	9 April 2021
<b>Date Effective</b>	7 August 2023	<b>Next Review Date</b>	April 2024

- By registering for the Chartered Accountants Study Masterclass ("**CASM**"), you agree to be bound by these Terms and Conditions ("**Terms**") as amended and published on Chartered Accountants Australia and New Zealand's (**CA ANZ**) website from time to time.
- Depending on the option chosen in your CASM registration, you will participate in one of the following three CASM workshop delivery methods: face to face or virtual classroom CA ANZ reserves the right to introduce new workshop delivery methods, change existing delivery methods or withdraw one or more delivery methods.
- You may deregister from your CASM class and obtain a refund as outlined in clause 4. Upon deregistration, the refund amount is dependent on the notification period and circumstances resulting in deregistration and is determined in accordance with clause 4. You may also reschedule your registered CASM workshop as outlined in clause 5, provided the rescheduled workshop is in the same CASM subject / module and the same CASM term. There is, however, no option to defer, credit or transfer your CASM registration to a different subject / module, or to a CASM workshop in a different term, or to another candidate.

*Please note that a deregistration from CASM does not withdraw you from your corresponding CA Program subject.*

- If you deregister from CASM, you or your employer (as applicable) may be entitled to a refund if the following eligibility requirements are met:
  - Full refund of the CASM fee:** The CASM fee will be fully refunded to the payee if the payee (either you or your employer if you are part of an employer bulk enrolment) notifies CA ANZ in writing of the intention to deregister from CASM on or before the relevant CA Program census date<sup>1</sup>. Once deregistered, you (or your CA Program employer coordinator if you are part of an employer bulk enrolment) should lodge a refund request in writing to [casm@charteredaccountantsanz.com](mailto:casm@charteredaccountantsanz.com)

<sup>1</sup> Refer to the course timetable published at <https://www.charteredaccountantsanz.com/become-a-member/timetables-fees-and-enrolment>

- (c) **No refund** will be given for anything outside of the above scenario: At its sole and absolute discretion, CA ANZ will only consider requests for refunds outside of these scenarios above for exceptional personal circumstances beyond your control and such requests must be supported by medical or other applicable documentation from an independent source or authority. The supporting documentation should include dates and the duration you are affected and describe the level of impact on special circumstances and how this impact on your capacity to study or continue your CASM studies.
5. You may request to transfer your CASM workshop from (i) one delivery method to another method, or (ii) one session to another session of the same CASM delivery method, provided such transfer is for the same CASM subject / module within the same CASM term. All requests must be in writing and sent to [casm@charteredaccountantsanz.com](mailto:casm@charteredaccountantsanz.com). All requests will be assessed based on individual circumstances, are subject to availability and additional fee may apply.
  6. CA ANZ reserves the right to cancel or reschedule CASM workshop and to change the CASM workshop facilitator(s), venue(s), duration, and content.
  7. To ensure that your CASM materials, and catering requirements for a face to face workshops are able to be provided at the event, please register by 5pm one week prior to the scheduled class. Registrations can still be lodged after this time, but CASM materials and/or catering cannot be guaranteed for registrations made within one week of the scheduled workshop date. CASM will provide a soft copy of all materials within a week of the workshop.
  8. Payment for CASM should be made by credit card (Visa, MasterCard, or Amex). If you are bulk enrolled by your employer, CA ANZ will issue a tax invoice setting out applicable payment methods to your employer.
  9. Your CASM registration will be confirmed upon full payment. If a change should occur to the CASM workshop in terms of venue or time, you will be notified by email.
  10. Minimum of 15 candidates are required for face to face or virtual classroom CASM workshop to proceed. In the event that these numbers are not reached, CA ANZ reserves the right to cancel the workshop. All reasonable efforts will be made to transfer the candidate to another workshop. In the instance that this is not possible, the candidate will receive a full refund.
  11. CA ANZ reserves the right to record any CASM workshop and to make the recording available to all candidates enrolled in the workshop and to other CASM candidates enrolled in the subject in circumstances that CA ANZ considers appropriate<sup>2</sup>.
  12. The views expressed by the facilitators in CASM are not those of CA ANZ and are not intended to provide professional advice. CA ANZ shall not be liable in any way as a result of your use of or reliance upon information provided in, or otherwise in connection with, CASM. Whilst care has been taken in the preparation of CASM, it should not be used as substitute for consultation with professional legal or other advisors. Before making any decision or taking any action, you

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2 The recording will include:

- Your video stream (including images of yourself) if you choose to enable your video broadcast during the workshop.
- Anything or anyone that may be in the background could be recorded
- Your audio stream (including your voice) if you choose enable to your audio broadcast during the workshop.

This could include any opinion you contribute and anything you say about yourself

Please note that if you choose to participate in the chat within the workshop, your name will show anonymous, but your contribution will be captured in the recording.

should consult with an appropriate specialist or professional. No warranty is given as to the correctness or accuracy of the information contained in any materials provided in CASM or any other document or information to which are referred to in CASM or CASM materials, or its suitability for use by you. To the fullest extent permitted by law, no liability is accepted by CA ANZ for any statement, opinion, error or omission, or for any loss or damage suffered as a result of reliance on, or use by any person of, any material in CASM.

13. Access to current CASM webinar recordings are subject to each individual CASM recording's term expiry date as determined by the current CASM program timetable and are made available at CA ANZ discretion. Each CASM webinar recording is available for reference and/or playback by you for the term you have been registered. Access will be terminated after the scheduled exam date for that term. Access to a CASM recording or resources after the expiry date will not be available. Webinar recordings are available to candidates registered in the webinar package.
14. The intellectual property rights in the content of each CASM program and the materials of each CASM workshop vest in CA ANZ or a third party licensor (as applicable), and in any event you shall have no right, title or interest whatsoever, whether beneficial or legal, in any of the intellectual property in CASM, any recording of a CASM workshop or CASM materials.
15. CASM materials and/or CASM workshop recordings for which you have registered may only be used, played back and viewed and/or listened to by you and no other individual, and the broadcast of the CASM workshop recordings to any other individual or the copying or reproduction of any CASM materials, a CASM recording or its content is not permitted without the prior written consent of CA ANZ.
16. Notwithstanding any other term of these Terms, whether expressly stated or implied, CA ANZ shall not be liable for, and do not indemnify you against any indirect, incidental, special or consequential losses or damages, even if notified of the possibility of such potential loss of damage, and without limiting the forgoing, shall not be liable for loss of profits or anticipated profits, loss or revenue, loss of opportunity, loss of goodwill or loss of reputation however such losses may arise.
17. CA ANZ reserves the right to refuse admission to, or to eject a candidate from the CASM, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of the CA ANZ, the candidate represents a security risk, nuisance or annoyance to the running of CASM. The candidate agrees to comply with all reasonable instructions issued by CA ANZ or the venue operators at the CASM.
18. All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited at CASM and/or in or at the venue.
19. You acknowledge and agree that you are strictly prohibited from recording any CASM workshop, including any breakout discussion, or any other individuals while undertaking CASM. Engaging in such recording would not only breach privacy laws but also these Terms and Conditions.

**Enquiries** If you have any enquiries or are unsatisfied with a product within the CASM range, please contact our CASM team via [casm@charteredaccountantsanz.com](mailto:casm@charteredaccountantsanz.com) or call our Member Support Team on 1300 137 322.

## Privacy Collection Statement

This Collection Statement contains details about how CA ANZ may collect, hold, use and disclose personal information about you in relation to your personal information as part of your CASM registration and your participation in CASM workshops.

You can find out more about how we may use, disclose, process and handle your personal information by viewing our privacy policy at <https://www.charteredaccountantsanz.com/privacy-policy>.

The primary purpose of collecting your personal information is to facilitate delivery of CASM workshop to you and other candidates enrolled in CASM. For candidates participating CASM virtual classroom workshops, CA ANZ may record your name, image, voice and any chat messages you may enter. CA ANZ may also use your personal information for the purposes of (i) evaluating CASM and/or performance of CASM facilitators, (ii) identifying potential improvements, and (iii) enhancing CASM workshops. Providing us with the requested information is not required by law. However, if you choose not to provide us with the requested information or provide incomplete information, CA ANZ may not be able to process your CASM registration and may not be able to provide CASM workshops to you.

We are permitted to process your information for the above purpose, by relying on one or more of the following lawful grounds: (a) you have explicitly agreed to us processing such information for a specific reason; (b) the processing is necessary to perform the agreement we have with you or to take steps to enter into an agreement with you; (c) the processing is necessary for us to comply with our legal obligations; or (d) the processing is necessary for our legitimate interests, which include: (i) collecting personal information to provide you with a smooth and efficient customer experience; (ii) to protect our business interests; (iii) to ensure that complaints are appropriately investigated; (iv) to evaluate, develop or improve our products and services; (v) to keep you informed of relevant products and services unless you indicate that you do not wish us to do so; (vi) to prevent fraud or academic misconduct.

Where you have consented to our processing of such information (including any special categories of personal information) you may withdraw such consent at any time, by contacting us using the contact details in our [Privacy Policy](#). Please note, however, that in certain circumstances it may be still lawful for us to continue processing this information even where consent has been withdrawn, if one of the other legal bases described above is applicable.

While your personal information is collected by CA ANZ in Australia, it is likely that your personal information will be disclosed to overseas recipients outside of your country of residence in accordance with our [Privacy Policy](#).

Our [Privacy Policy](#) also contains the contact details of our Privacy Officer and information regarding your rights (including how to withdraw your consent, if applicable) and how you can seek to access and correct your personal information or raise a privacy concern with us and how it will be dealt with.

If you have any questions or concerns about this Privacy Collection Statement, our Privacy Policy or how we handle your personal information, please contact our Privacy Officer.

## Version history

Approved Date	Effective Date	Change History	Version	Next Review Date
9 April 2021	9 April 2021	Major update including template refresh	1.0	April 2024
	6 May 2021	Minor technical amends	1.1	April 2024
	9 December 2022	Technical amends to refund policy and other minor amendments	1.2	April 2024
	1 March 2023	Technical amends to maintain business currency	1.3	April 2024
	7 August 2023	Technical amends to maintain business currency	1.4	April 2024
	22 January 2024	Template update	1.5	April 2024