

## **Pitch Music & Arts – VICTORIAN EVENT**

The terms and conditions set out below (**Terms and Conditions**) constitute a binding contract between The Trustee for Pitch Music Festival Unit Trust ABN 50 429 003 692 of 15 Dover St, Cremorne, VIC, 3121 (**Promoter**) and the person holding or using a ticket to the event Pitch Music & Arts (**Event**) irrespective of whether the ticket was purchased by the person holding or using the ticket and applies to any subsequent holders or recipients of the ticket (**you or your**).

### **Terms and Conditions are binding**

Tickets to the Event (**Event Tickets**) are sold or given and admission to the Event is granted on the express condition that you agree to bound by these Terms and Conditions, the Privacy Policy available on [www.grapevinegathering.com.au/vic/privacy](http://www.grapevinegathering.com.au/vic/privacy) (**Privacy Policy**) and any other rules and regulations issued by the Promoter available on [www.grapevinegathering.com.au](http://www.grapevinegathering.com.au) applicable to the Event, displayed at the Event, communicated by the Promoter from time to time in any other format in connection with the Event, the terms and conditions of any ticket merchant through which tickets to the Event are sold or distributed and any terms and conditions imposed by the Venue (**Event Terms**).

### **Event Site & VIP Areas**

You must have a valid Event Ticket to enter the area designated by the Promoter as the site for the Event (**Event Site**) and you must have a valid Event Ticket with VIP area access to access the area or areas designated by the Promoter as the VIP area or areas, if any (**VIP Areas**).

### **Compliance with Laws and Directions**

You must follow all reasonable directions of the Promoter and any of its employees, personnel, agents, contractors and sub-contractors (**Event Staff**), including but not limited to security, bar and traffic management personnel and directions conveyed on signage at the Event Site, and comply with all applicable laws (including regulations) at all times during the Event (including but not limited to liquor licensing, smoking laws and regulations and complying with total fire ban requirements).

The Promoter may authorise or instruct, in its absolute discretion, Event Staff to carry out or perform any of the obligations or functions of the Promoter in connection with the Event.

In the case of an emergency or serious injury, you must follow all official directions of or authorised by the Promoter, security staff and emergency services personnel.

### **Refusal of entry or eviction from Event**

You must be aged 18 years or over to attend the Event. You must provide photographic identification documents being either an Australian driver's licence, a Victorian learner's permit, a Victorian proof of age card or an equivalent from another state or territory of Australia, a Keypass card or an Australian or foreign passport) to the satisfaction of the Promoter and/or Event Staff to verify that you

are aged 18 years or over and may be required to provide photographic identification documents at various times during the Event.

The Promoter reserves the right to, and to authorise or instruct Event Staff to, refuse entry or evict any person from the Event Site that: fails to comply with the Event Terms; is under the age of 18; is unable to provide valid and current photo ID that is sufficient, in the Promoter's absolute discretion, to prove that the person is aged 18 or over; engages in any illegal activity or behaviour or any activity or behaviour deemed in the Promoter's absolute discretion to be unsafe, disorderly or antisocial, including, but not limited to being intoxicated or affected by alcohol or drugs; crowd surfing, moshing or stage diving; entering non-public or designated no access areas of the Event Site or areas of the Event Site to which your Event Ticket does not permit access; climbing the staging, rigging or other structures at the Event Site; causing damage to property or goods at the Event Site; or acting in a violent, threatening, inappropriate, abusive, aggressive, sexist, racist or discriminatory manner or for any other reason in the Promoter's absolute discretion.

### **Event Tickets**

Entry to the Event Site will be granted upon presentation of a bar-coded Event Ticket. Your Event Ticket must be presented upon arriving at the Event Site where it will be exchanged for a wristband. The wristband must be worn at all times while you are at the Event Site.

Event Tickets and wristbands must be treated like cash. Event Tickets or wristbands that are lost, stolen, destroyed or damaged will not be refunded or replaced, except as required by law or where the Event Terms provide otherwise. Wristbands that have been removed, tampered with, damaged or defaced will be rendered invalid and will not be replaced. Any person found without a wristband may be evicted from the Event Site by the Promoter or Event Staff.

You are responsible for checking all Event information and ensuring you have purchased the correct Event Ticket for the Event.

Event Tickets will have your name printed on them or will be otherwise registered to your name. Upon entry to the Event Site, Event Staff will check to ensure the name on your photographic identification documents matches the name on, or registered to, your Event Ticket. If the name on, or registered to, your Event Ticket does not match the name on your photographic identification documents, your Event Ticket will be invalid and you will be refused entry to the Event. The name on your Event Ticket, or the name to which your Event Ticket is registered, may be changed by contacting the Promoter via [cheers@grapevinegathering.com.au](mailto:cheers@grapevinegathering.com.au) subject to payment by you of any applicable fees charged by the ticketing merchant.

Any complimentary Event Tickets provided by the Promoter may not, without the prior written consent of the Promoter, be sold, transferred or used by anyone other than the person whose name is on the Event Ticket or to which the Event Ticket is registered.

### **Ticket Restrictions**

Event Tickets may not, without the prior written consent of Promoter, be re-sold or offered for resale at a premium (including via online auction sites) or used for

advertising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If an Event Ticket is sold or offered for re-sale or used in breach of this condition, the Event Ticket may be cancelled without a refund and the holder of the Event Ticket may be refused admission or evicted from the Event.

The Promoter reserves the right to enforce any published limit on the number of Event Tickets that can be purchased by any one person and may cancel any Event Tickets obtained above such limit by any one person.

### **Search on entry to Event Site**

It is a condition of entry to the Event Site that a search of you and/or your possessions be conducted at the time of entry to the Event Site and at other times if requested by the Promoter or Event Staff. This may include, but is not limited to, bag checks, vehicle searches, pat downs, metal detector tests and drug detection tests. If you do not consent to such searches, you may be denied entry to the Event Site, or evicted from the Event Site.

### **Prohibited Items**

The Promoter and Event Staff may confiscate any Prohibited Items or any other items which the Promoter, in its absolute discretion, considers may be used in an illegal, unsafe, antisocial or offensive manner. Confiscated items will not be returned, replaced or reimbursed and proceeds from confiscated items (if any) will be donated to a charity or charities of the Promoter's choice.

The following items are prohibited and must not be brought into the Event Site

#### **(Prohibited Items):**

- Glass of any kind (including bottles and jars)
- Alcohol
- Illegal or illicit substances
- Weapons of any sort including tasers and pepper spray
- Items capable of being used as a projectile
- Baseball bats and cricket bats or any similar item or equipment
- Animals (excluding service dogs such as guide dogs and police/emergency service dogs)
- Flares, fireworks, sparklers or fire twirling equipment
- Drums
- Drones
- BBQs, gas bottles and butane cannisters or cylinders
- Fires and open flames of any kind
- Flammable items
- Explosives
- Large sound systems
- Portable laser pens/equipment
- Couches, armchairs or large items of furniture
- Studded clothing, footwear or accessories
- Audio or video recording devices (other than a mobile phone)

- Professional photography equipment (e.g. telephoto lenses; any lens over 20cm; any detachable lens or anything deemed by the Promoter to be professional photography equipment)
- Skateboards, scooters, rollerblades, roller-skates, bicycles, motorised vehicles or similar
- Any other dangerous, unsafe, illegal or offensive items

### **Smoking Policy**

Areas at the Event Site may be designated as non-smoking areas and you must comply with any such designation. No smoking is permitted in any indoor or undercover area of the Event Site or in, or within 4 metres of any dining or food service area.

### **Photographing and/or recording of the Event**

Personal digital cameras are permitted at the Event. Single-lens reflex (SLR) and digital single-lens reflex (DSLR) cameras are permitted at the Event Site, but professional photography equipment (including, but not limited to telephoto lenses, any lens over 20cm or any detachable lens) is not permitted at the Event without media accreditation issued by the Promoter. The Promoter shall determine in its absolute discretion, whether photography equipment is considered to be professional photography equipment. Photos of artists, musicians and/or the Event are permitted only on the basis that:

1. images are only used for private and personal use; and
2. images cannot be made available for sale and/or public display.

Recording or filming the Event is strictly prohibited. The Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photographs created by unauthorised or prohibited recording, filming or photography.

### **Recording and Photographing of the Event by Promoter**

You consent to be included in any audio recordings, audio-visual recordings and photographs of the Event created by, at the direction of, or with the authority of the Promoter (**Materials**). In the event that you hold any rights in the Materials, without any fee or compensation payable to you, you irrevocably assign to the Promoter any and all benefit, right, title and interest in and to the Materials owned, controlled or created by you for the Promoter to hold and exploit in any context in any and all media now known or later devised absolutely, in perpetuity, throughout the world (including for advertising, marketing and promotional purposes whether in respect of the Promoter or third parties), free from any claims whatsoever from you. You waive all moral or other similar rights in respect of your performance or participation in the Materials that you may be entitled to under the laws of any jurisdiction throughout the world in perpetuity. To the extent that the foregoing waiver is not enforceable in any such jurisdiction, you unconditionally and irrevocably consent, for the benefit of everyone throughout the world, to the Promoter, its licensees and assignees doing or authorising the doing of any act or making or authorising the making of any omission which may infringe your moral rights in respect of the Materials.

### **Restricted Capacity Areas**

You acknowledge that the Promoter may set restrictions on the number of people that can attend certain areas of the Event Site, such as within buildings or structures, within enclosed areas or at stages (**Restricted Capacity Areas**). Once the maximum capacity, as determined by the Promoter, at any Restricted Capacity Area has been reached, the Promoter or Event Staff may prevent further admissions to the Restricted Capacity Areas. Your purchase of an Event Ticket does not guarantee admission to Restricted Capacity Areas where the maximum capacity has been reached.

### **Food and non-alcoholic drinks**

Food and non-alcoholic drinks will be permitted into the Event Site. The contents of any unsealed bottles will not be permitted into the Event Site, but unsealed empty plastic bottles (no glass) are permitted into the Event Site for filling with water at the Event Site. Cooking facilities will not be provided at the Event Site.

### **Drugs and illegal substances**

If you are found supplying, consuming or in possession of illicit drugs or illegal substances by the Promoter or Event Staff, you shall be evicted from the Event Site and the Promoter may notify the Police.

### **Signage**

You are not permitted to display any trading signs at the Event Site without prior written consent of Promoter.

### **Clothing, footwear and ear plugs**

Appropriate clothing and footwear must be worn at all times at the Event Site. Due to the noise levels at the Event Site, you should wear ear plugs at all appropriate times during the Event.

### **Movement around the Event Site**

You must take reasonable care when moving around, or traversing, the Event Site. You must move (whether on foot or in a vehicle) in an orderly fashion, in accordance with the directions of the Promoter and Event Staff, and you must not do anything that may hinder, or prevent, the safe passage of other patrons or Event Staff at the Event Site or the surrounding areas (including entering and exiting the Event Site). Where maps of the Event Site are made available by the Promoter, you should familiarise yourself with the layout of the Event Site, including the location of any emergency exits, to assist with moving around the Event Site safely in the event of an emergency.

### **Injury or illness**

In the event of injury or illness the Promoter or Event Staff may, at your expense, arrange medical treatment and/or emergency evacuation as deemed necessary or advisable (in the opinion of the Promoter or Event Staff) for your health or safety or for the health and safety of other persons at the Event.

### **Environment and facilities**

Please be respectful of the environment and place any litter in the recycle or other bins provided around the Event Site. When you need to use the toilet, you must only use the public toilet facilities provided at the Event Site. You must not damage, improperly use or tamper with any public facility or infrastructure at the Event Site, or intentionally or recklessly cause any damage or interference to plants or animals at the Event Site or in the area surrounding the Event Site.

### **Your belongings**

You enter the Event Site at your own risk and shall be responsible for the safety and security of all your belongings brought into the Event Site. The Promoter accepts no responsibility for any loss, damage or theft of or to your possessions or property at the Event

### **Event Site access**

There shall be no entry into the Event Site prior to 12:00pm local time at the Event Site on Event Day and the Event Site must be vacated by 11pm local time on the Event Date.

### **Weather conditions**

The Event is an all weather event and will take place rain, hail or shine (unless the Promoter determines otherwise in its absolute discretion). You should be prepared for all weather conditions. The geographical area in which the Event is situated may be subject to extremes of temperatures.

### **Swimming Not Permitted**

In the event that there are any rivers, lakes, streams, water courses, dams, pools or any other bodies of water at or around the Event Site, swimming is not permitted.

### **Leaving the Event Site**

At the conclusion of the Event, you must remove all of your belongings, rubbish, recycling and vehicles. The Promoter will not be responsible for any of your property left at the Event Site and the Promoter may discard, sell or donate to charity any property left at the Event Site following the conclusion of the Event.

### **Refund and Cancellation Policy**

The Promoter reserves the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, the date, the entry and exit times, the amenities, the facilities, the attractions, the entertainment, the Event Site and/or the VIP Areas for the Event at its discretion without prior notification.

The Promoter may deny admission to the Event Site and/or VIP Areas (including admission to a particular performance at the Event Site) in accordance with the Event Terms or otherwise in its absolute discretion.

Except where required by law or in accordance with Live Performance Australia's Ticketing Code Of Practice, there will be no refund of any Event Tickets or for any unused portion of an Event Ticket. This includes but is not limited to where there has been a variation to the Event, if you are refused entry to or evicted from the Event Site or VIP Areas by the Promoter or Event Staff in accordance with the Event Terms, if you fail to attend the Event, if you arrive after the commencement of the Event, if you leave the Event Site prior to the conclusion of the Event, or if you purchase the incorrect type of Event Ticket.

If the Event is cancelled (in whole or in part) by the Promoter as a result of any act of God; extreme weather; bushfires; war; council or governmental rulings or decisions; actions or decisions of the police or other authorities; cancellation by the Venue owner, lessee or controller; or for any reason outside of the Promoter's reasonable control, refunds shall be in the Promoter's sole and absolute discretion.

### **Release**

To the full extent permitted by law, you waive all legal rights of action against and fully release the Promoter; Event Staff; the owners, lessees and controllers of the Venue and Event Site; and the respective members, directors, officers, employees, volunteers, contractors or agents of the aforementioned (**Released Parties**) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss suffered or incurred howsoever arising out of or in connection with (whether directly or indirectly) the Event, your attendance at or participation in the Event, including, but not limited to, liability for any negligent or tortious act or omission of the Released Parties, under any laws or regulations or for a breach of the Event Terms.

### **Indemnity**

You agree to indemnify the Released Parties against any loss or damage any of them may suffer as a result of your wilful, negligent or reckless acts or omissions at the Event or as a result of your breach of the Event Terms.

### **Promoter's Liability**

To the extent permitted by law (including the Australian Consumer Law), the Released Parties will not be liable or responsible for any loss, damage, injury, delays, additional expenses or inconvenience suffered or incurred by you or any person in or entering or exiting the Event Site, participating in the Event or otherwise in connection with the Event whether caused by the negligence of Promoter or any of the Released Parties and whether arising in tort, contract, bailment or otherwise. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of the Released Parties is limited to the minimum permitted by law.

### **Voluntary Assumption of Risk**

Entry to the Event Site is at your own risk. You understand that your attendance at the Event may carry with it certain dangers, including the risk of injury and damage to you and your property. By attending the Event and entering the Event Site, you accept the risk of damage and loss (including property damage, personal injury,

economic and consequential loss) howsoever arising (including by negligence) at the Event.

### **Your Personal Information**

Your personal information will be collected and handled in accordance with the Privacy Policy.

### **Variations to Event Terms**

These Terms and Conditions and/or any of the Event Terms may varied at any time. Any variations become effective immediately once the variation is published, displayed or otherwise communicated.

### **Novation or Assignment**

The Promoter may novate or assign its rights and/or obligations under these Terms and Conditions. Where the assignee or novatee assumes the rights and/or obligations of the Promoter under these Terms and Conditions, the Promoter shall be released from all such rights or obligations.

### **Severability**

If any provision or part of a provision of these Terms and Conditions is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

### **Governing law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria and the parties irrevocably and unconditionally submit to the jurisdiction of the courts there.

### **Conditions of entry**

By entering the event, you acknowledged and agree;

1. All conditions shown on the ticket are to be read together with all other statements or directives either shown on the ticket or displayed on the website or at the event.
2. It is a condition of the liquor license that only valid ticket holders are allowed to enter the event.
3. This is an 18 plus event, minors will not be permitted entry. All ticket holders must present ID on entry.
4. The event is a licensed event recommended for a mature audience.
5. Each patron attending the event must have their own valid ticket.
6. The event has the capacity to be very loud, have high intensity crowd movements, bands that may use profanities in their performance and patrons drinking alcohol.
7. Photo ID is required purchase alcohol regardless of your age. It is illegal to provide minors with alcohol and anyone caught doing so may be prosecuted and ejected.



8. This venue has wheelchair access and disabled amenities, please visit the event website for details.
9. Intoxicated patrons or patrons under the influence of drugs may not be admitted.
10. You may bring an empty water bottle for refilling during the day. Please drink water regularly.
11. No recording device of any kind is allowed except a hand-held digital camera or phone with a non-removable lens. Professional cameras of any kind are not allowed on site without authority from the Presenter.
12. It is a condition of sale that you agree that the Presenter reserves the right to refuse a ticket holder admission to the event or to evict that person from the event for any reason whatsoever at the Presenters absolute discretion.
13. Entry is at your own risk.
14. Your tickets should be treated as cash. Except as required by law, tickets will not be replaced, nor money refunded after purchase. The Presenter does not offer refund in the event of lost, stolen or damaged tickets or where the ticket holder cannot attend the event due to reasons beyond the Presenters control.
15. Tickets bought from Non-official websites or other sources may be refused entry.
16. If the event is cancelled by the Presenter for any reason, only the face value of the ticket will be refunded. If Presenter deems it necessary to abandon the event due to the forces of nature or any other reason, refund of the face value of the ticket is at the discretion of the Presenter.
17. Crowd surfing, moshing, slam or circle dancing are all dangerous activities that can seriously injure other patrons and will not be tolerated.
18. Please note there are restricted capacities at some stages and other tented structures. Once the maximum capacity is reached in these areas there will be no further admissions. Your purchase of an event ticket does not guarantee admission to these areas in such cases.
19. Smoking areas are provided and must be used.
20. Except as provided by law, the Presenter and the owner and/or lessee of the venue shall not be held liable for any loss, injury or damages sustained entering or within the venue whether caused by the negligence of the Presenter or that owner or lessee or otherwise.
21. Ticket holders' consent to filming and sound recording as members of the audience
22. No pass outs will be issued unless otherwise advised.
23. In the case of an emergency evacuation or situation, please follow all official directives from police security or event organisers.
24. All bags and containers are subject to a full search at entry to ensure the safety of patrons.
25. Entry will be subject to attendees being double vaccinated against COVID-19. Proof of vaccination will be required and must be presented on request by event staff.
26. Refunds will not be offered for attendees who choose not to be vaccinated or will not be vaccinated in time to attend Grapevine Gathering.