

## PITCH MUSIC & ARTS 2024 - TERMS AND CONDITIONS

The terms and conditions set out below ("**Terms and Conditions**") constitute a binding contract between Pitch Music & Arts Pty Ltd (ACN 50 429 003 692) of 139 Dover Street, Cremorne VIC 3121 ("**Promoter**") and the person holding or using a ticket to the event Pitch Music & Arts 2024 ("**Event**") at Moyston VIC ("**Venue**") 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 of entry to the Event ("**Entry 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 [here](https://www.pitchfestival.com.au/privacy-policy) ("**Privacy Policy**") and any other rules and regulations issued by the Promoter available on <https://www.pitchfestival.com.au/>, 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**").

The Event Terms also apply as relevant to any bus transfer service organised or authorised by the Promoter to/from the Event ("**Bus Service**"), any ticket for the Bus Service ("**Bus Tickets**") and any ticket and/or pass for parking and authorisation to enter the Event Site with a car or vehicle of any sort ("**Vehicle Pass(es)**"). All Entry Tickets, Bus Tickets and Vehicle Passes shall also be considered an Event Ticket for the purposes of these Event Terms except where expressly excluded or context indicates otherwise.

**BY PURCHASING AN EVENT TICKET, YOU ACKNOWLEDGE THAT YOU UNDERSTAND THE EVENT TERMS AND AGREE THAT YOU WILL BE BOUND BY THOSE EVENT TERMS AS AMENDED FROM TIME TO TIME.**

### Event Site and Add-On Areas

You must have a valid Event Ticket to enter the area designated by the Promoter as the site for the Event, including the camping site ("**Event Site**"), and you must have a valid Event Ticket with the relevant area access to access the area or areas designated by the Promoter as an add-on area or areas including but not limited to Premium and Glamping areas as described at <https://www.pitchfestival.com.au/>, if any ("**Add-On Areas**").

### Compliance with Laws and Directions

You must follow all reasonable directions of the Promoter and any of its directors, officers, employees, personnel, agents, contractors and sub-contractors, as well as any Venue staff ("**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 before, during, and directly after 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, Event Staff, security staff and emergency services personnel.

Whilst awaiting entry to the Event, attending the Event and exiting the Event, you agree to comply with any physical distancing orders or other health orders in force at the time of the Event for the purposes of preventing the spread of COVID-19 and any reasonable directions or instructions given by the Promoter in relation to the same.

### Minimum Age + Refusal of entry or eviction from Event

You must be aged 18 years or over to attend the Event. You must provide current and valid photographic identification documents being either an Australian driver's licence, 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 ("**Valid Photo ID**") and may be required to provide Valid Photo ID 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 Photo ID; appears to be unwell or is showing symptoms (including mild presentations) of a contagious disease; refuses to be searched or is in possession of any Prohibited Item; 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**

The Promoter uses third parties intermediaries to sell Event Tickets. No other third party is authorised to sell Event Tickets other than the official event ticketing partner as advertised on the Event website. Ticket sales may be subject to the terms and conditions of these third parties (including as to payment methods and charges), and you are solely responsible for paying any and all booking fees and charges in connection with the sale, including but not limited to transaction and processing fees, such as credit card fees (which for the avoidance of doubt are additional to the advertised ticket price).

Entry to the Event Site will be granted upon presentation of a bar-coded Event Ticket and Valid Photo ID, subject to the entry requirements set out in these terms and conditions. Your Event Ticket (other than a Bus 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, given to a person other than the Event Ticket holder at the time of entry to the Event Site, damaged or defaced will be rendered invalid and will not be replaced and there shall be no entitlement to a refund. 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 Valid Photo ID 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 Valid Photo ID, 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's ticket resale merchant at <https://tixel.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.

Unless otherwise provided for in these Event Terms or required by law, Event Tickets are not exchangeable or redeemable for any other event, or any other consideration, monetary or otherwise.

### **Ticket Restrictions**

Event Tickets may only be resold by you via <https://tixel.com/au/>.

Event Tickets may not otherwise, 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. If you are found in possession of a Prohibited Item you may be refused entry or evicted from the Event.

The following items are prohibited and must not be brought into the Event Site ("**Prohibited Items**"):

- Glass of any kind (including bottles and jars)
- Mirrors
- Any amount of alcohol over the limit of 24 cans or 1 bottle of spirits per person and/or in accordance with the limited described at <https://www.pitchfestival.com.au/information>
- Illegal or illicit substances, or drug paraphernalia
- Nitrous Oxide
- Inappropriate or offensive (in the sole discretion of the Event Staff or the Promoter) signage or placards of any kind
- Flasks
- 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
- Generators

- Fires and open flames of any kind
- Flammable items
- Explosives
- Large sound systems
- Air horns, whistles
- Portable laser pens/equipment
- Couches, armchairs or large items of furniture
- Studded clothing, footwear or accessories
- Umbrellas and tents (outside of the Camp Site)
- Audio or video recording devices (other than a mobile phone) or selfie sticks
- 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
- Political, religious, offensive or race-related materials; club patches or jackets
- Any other dangerous, unsafe, illegal or offensive items

If you have any medical or mobility equipment necessary for your health and mobility that may otherwise be considered a Prohibited Item, please bring this to the attention of the Promoter or Event Staff prior to entry to the Event.

### **Smoking Policy**

The Promoter may make available designated smoking areas in their sole discretion. Smoking is permitted in designated smoking areas, if applicable. You must not smoke within 20 meters of any area preparing or serving food. Smoking includes but is not limited to consumption and/or use of cigarettes, vapes/vaporisers, and e-cigarettes.

### **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 with professional photographer equipment, SLR, DSLR and/or for any purpose other than private and personal use without a valid media accreditation issued by the Promoter, 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 and you will not be entitled to a refund if you are prevented from entering a Restricted Capacity Area. If you attempt to enter or enter a Restricted Capacity Area where you are not permitted to do so, you may be evicted from the Event.

### **Vehicle**

If you are arriving by Vehicle, you must purchase the appropriate Vehicle Pass. The Promoter may refuse entry to the Vehicle if you have not purchased the appropriate Vehicle Pass. You acknowledge that purchase or possession of a Vehicle Pass does not entitle you entry to the Event Site without an Entry Ticket. Vehicles must be driven at 10km/h at all times at the Event Site and any area notified to you by the Promoter, Event Staff and/or any authority (including the Police or emergency services).

You must follow all laws and regulations when operating a Vehicle. For avoidance of doubt driving a Vehicle when intoxicated or under the influence of alcohol or any illicit substance is a criminal offence and the Promoter may report such offences to the Police and relevant authorities, in addition to any remedies and claims the Promoter may have against you.

### **Bus Service**

Purchase of a Bus Ticket will entitle you to access the Bus Service as described on the Bus Ticket and otherwise indicated by the Promoter. You acknowledge that purchase or possession of a Bus Ticket does not entitle you to entry to the Event Site. You also acknowledge that in the event you are not at the pick-up location for the Bus Service, the relevant bus service may depart without you and if such occurs, you will not be entitled to a refund or transfer in respect of any portion of the Bus Ticket. You acknowledge that the Event Terms (where relevant) apply equally to your access to the Bus Service.

### **Alcohol**

You may bring alcohol onto the Event Site for your own personal consumption during the Event, provided that it is not in glass packaging and the quantity of alcohol is strictly limited to the lesser of 24 sealed cans or 1 bottle of spirits (decanted) per person or the amount designated by the Promoter on its website, which may be varied from time to time ("**Designated Alcohol Amount**"). You may purchase alcohol from one of the designated bar areas at the Event Site. If the Promoter or Event Staff deem, in their absolute discretion, that the quantity of alcohol brought into the Event Site is more than the Designated Alcohol Amount or includes any glass packaging, the Promoter or Event Staff may confiscate any alcohol as they deem appropriate in their absolute discretion. You must not take any alcohol into the designated bar areas of the Event unless the alcohol was purchased at that designated bar area. Any person that is intoxicated may be evicted and/or removed from the Event Site by the Promoter or Event Staff.

### **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.

### **Cashless Event**

The Event may be cash free. The Promoter and Venue reserve the right to designate card as the only accepted form of payment at any point of sale at and in the Event.

### **Drugs and illegal substances**

You must not supply, consume or possess illicit drugs or illegal substances. If you are found supplying or trafficking illicit drugs or illegal substances by the Promoter or Event Staff, you shall be evicted from the Event and Event Site and the Promoter will notify the police.

### **Special Prescription Medication Requirements**

If you require special prescription medication ("**Prescription Medication**"), you must ensure that:

- the Prescription Medication is in its original container, with the pharmacy label intact and clearly showing name of the person the Prescription Medication is issued to ("**Medication Holder**");
- the name of the Medication Holder must match the name on your Event Ticket, and you agree to provide the relevant Valid Photo ID when requested by the Event Staff; and
- the quantity of the Prescription Medication is the minimum amount required for the duration of the Event.

You acknowledge and agree that if you are unable to comply with the above requirements of this section, then the Promoter may treat the Prescription Medication as a Prohibited Item and/or evict you from the Event Site.

### **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. Any person wearing high heels, studded clothing, or other clothing items which pose a safety threat or may otherwise cause offense, in the Promoters' sole discretion, may be refused entry or evicted from the Event. 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, Event Staff, or emergency personnel 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.

The Promoter will endeavour to make the Event Site accessible for those using wheelchairs, mobility scooters or with a disability; however you acknowledge that the Venue has pre-existing natural terrain and pre-existing structures and facilities, and in some cases it may be impossible, impractical, unsafe or contrary to building laws or regulations to make all areas of the Event Site accessible for all patrons. By purchasing an Event Ticket, you acknowledge and understand that some public areas of the Venue may

not be accessible by all patrons. So that the Promoter can do its best to meet your needs, please contact them directly at [hello@pitchfestival.com.au](mailto:hello@pitchfestival.com.au) for more information prior to the Event if you have specific accessibility requirements.

### **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.

If at any time during the Event, you experience any potential COVID-19 symptoms, you must immediately report to Event Staff and follow any reasonable directions given by Event Staff or other health professional. You acknowledge and agree that you may be evicted from 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**

If you are the holder or user of an Event Ticket, depending on the number of days of camping access the Event Ticket entitles you to, you will be able to camp at the Camp Site for up to four (4) nights and four (4) days from 8am local time at the Event Site on Friday 8th March 2024 until 12pm local time at the Event Site on Tuesday 12th March 2024.

There shall be no entry into the Event Site prior to 8am local time on Friday 8th March 2024.

The Promoter reserves the right to amend or vary the advertised camping configuration, capacity, the dates of the access to the Event Site (without prior notification) and deny admission to the Event Site in accordance with the Event Terms or for any other reason at the Promoter's absolute discretion.

There shall be no entry into the Event Site prior to 8am local time at the Event Site on Friday 8th March 2024 and the Event Site must be vacated by 12pm local time at the Event Site on Tuesday 14th March 2024.

### **Selection of camping spot**

On arrival at the Event Site, you may select your camping spot at the Event Site, provided that you follow all signage regarding restricted areas. You must follow the directions of the Event Staff and all vehicles must be parked at the Event Site in the areas directed by Event Staff and must not be moved for the duration of the Event. If your Vehicle or your camping spot is on, or encroaches on, any walkway, roadway or emergency access lane, it may be towed or removed by or at the direction of the Promoter, at your expense.

If you wish to camp with friends then you will need to arrive together or alternatively there will be a holding bay for you to wait at until the rest of your party arrives. Under no circumstance will camping spots be

held or reserved for late arrivals. Each type of Event Ticket with Add-On Areas access has a designated area within the Event Site and you will only be able to camp in the designated area on your Event Ticket.

You are responsible for your selection of camping spot on the Event Site. You acknowledge, fully understand, and are aware of the dangers, risks and harms associated with camping and selecting camping spots. You must:

- NOT select a camping spot in a restricted or dangerous location, including but not limited to under trees or natural structures, near rock formations or holes, on cliffs or any other location reasonably expected to carry a risk of harm or danger to your persons and the environment;
- BE AWARE of insects, animals and reptiles (including snakes and lizards) at all times during the Event; and

When returning to your camping spot or moving around the Event Site generally, BE AWARE of the natural terrain at the Event Site. Ensure that you as using a torch or otherwise have sufficient lighting to see your surroundings.

### **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 (including while camping). The geographical area in which the Event is situated may be subject to extremes of temperatures, in particular high temperatures during the day, and low temperatures during the night.

### **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, camping equipment, 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.

### **Disabled accessible camping**

If you wish to purchase a disabled access camping spot at the Event Site please email [hello@pitchfestival.com.au](mailto:hello@pitchfestival.com.au). Please note you will be required to provide details of your Mobility Parking Scheme permit issued by a regulatory authority (or equivalent proof of impaired mobility) and bring the original permit (or equivalent proof) to the Event Site for presentation upon entry to the Event Site.

### **Alterations to the Event**

To the extent permitted by law and subject to these Event Terms, 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 Camp Site for the Event at its discretion without prior notification. You acknowledge that the Promoter does not make any representations or warranties in respect of the aforementioned factors, and you have not relied on any representations or warranties by the Promoter regarding the above in connection with your purchase of an Event Ticket. The Event is provided 'as is' and to the extent permissible by law, the Promoter makes no warranties or representations regarding the suitability of the Event, and any photos of past events used in connection with the promotion and marketing of the Event are illustrative only and should not be relied upon as an accurate description of the Event.



Without limiting the foregoing, you agree and acknowledge that the Promoter may need to make significant changes to the Event in response to COVID-19 and to comply with any legislation, regulation, health order or other government direction or recommendation in place to prevent the spread of COVID-19 and that these changes may occur after you purchase your Event Ticket, at any time prior to the Event. These restrictions may include seating or dancing arrangements, format of the event (including location and visibility of the stages or screens), and the creation of restricted zones within the Venue. You agree and acknowledge that except where required by law, you will not be entitled to a refund in these circumstances.

If the Promoter determines that a reduction to the capacity of the Event is necessary or desirable, the first purchased Event Tickets will remain valid up to the revised Event capacity. The Promoter may elect a future event for which all other Event Tickets will automatically be transferred to, but those ticket holders will be entitled to request a refund in line with further information provided by the Promoter at such time.

### **Refund and Cancellation Policy**

The Promoter may deny admission to the Event Site (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 by the Promoter or Event Staff in accordance with the Event Terms, if you fail or are unable 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, if you do not camp for the full period in which your Event Ticket entitles you to Event Site access or if you purchase the incorrect type of Event Ticket.

If the Event cannot take place (in whole or in part) 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 ("**Force Majeure Event**"), then the Promoter may, at their sole discretion:

(a) Postpone the Event. Provided that the Event is postponed within twelve (12) months of the original advertised Event Date, the Promoter may continue to hold payment for the Event Ticket and you shall not be entitled to a refund. Instead, you shall have the right to use the Event Ticket to attend the postponed Event. If the Event is not postponed within the specified period above, it will be considered a cancellation in accordance with clause (b) below.

(b) Cancel the Event. If the Event is cancelled by the Promoter due to a Force Majeure Event, then the Promoter may grant a refund in their sole and absolute discretion unless otherwise required by law. Any refunds will be less a reasonable administrative service fee.

The parties agree that where it is impossible or unreasonably impractical for the Event to take place due to any cause or event in connection with the COVID-19, it shall be treated as a Force Majeure Event, regardless of whether the parties could have reasonably foreseen the risk of such Force Majeure Event at the time of purchase of the Event Ticket.

### **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 Event Site and Venue; 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) (A) the performance or non-performance by Promoter of any part or whole

of these Event Terms (including any liability under contract or tort) or (B) your purchase of an Event Ticket and/or attendance at the Event; including but not limited to (i) damage to your or any other person's computer or device resulting from purchase of an Event Ticket (ii) any theft, loss or damage to your property (including motor vehicles) at the Event (iii) any variation to the Event as stated in these Event Terms; (iv) your choice to consume any alcoholic beverages or participate in any activities at the Event; (v) any other loss or damage caused by the your negligence or the unforeseeable actions of other patrons; (vi) contracting COVID-19 as a result of your attendance at the Event.

### **Indemnity**

By purchasing an Event Ticket, 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 (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) ("**Australian Consumer Law**"), the Promoter limits its liability in respect of breach of any statutory guarantee under the Australian Consumer Law in the manner set out in section 64A(2)(b) of the Australian Consumer 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 (including but limited to any injury or illness, or loss related to or caused by COVID-19) 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.