



## CAPRICON TICKETING TERMS AND CONDITIONS

This ticket is sold on behalf of Rockhampton Regional Council ("Council") who is responsible for delivery of the CapriCon Pop Culture Convention ("Event").

Tickets are sold subject to the following terms and conditions:

1. All tickets are non-refundable and non-exchangeable except in accordance with the applicable laws in the region of purchase.
2. Children 0-4 years receive free general admission access with a paying adult. Free children's tickets must be selected during the ticket purchase process. Children 12 years and under must be accompanied by a responsible adult at all times whilst inside the Event site.
3. Council reserves the right to withdraw, reschedule or substitute shows and may vary advertised programs, prices and venues.
4. Ticket must be presented on arrival at the entry gate. Tickets can be printed or displayed via mobile phone.
5. Entry may be refused if tickets are damaged or defaced in any way or are not purchased through an authorised point of sale.
6. Pursuant to your booking, we may need to collect and keep personal information about you including your name, address, payment details, telephone number and the names of all ticket allocations. We may need to disclose your personal information as required by law or as permitted under the *Privacy Act*. Our Privacy Policy outlines how we will handle your personal information.
7. The right of admission is reserved and is subject to the Event Conditions of Entry.
8. Conditions of Entry will be displayed at the entry gate.
9. Conditions of Entry include the right for the Event Organisers to inspect and search bags on entry to the Event site.
10. You must ensure that you and your invitees act in an orderly manner when attending the Event. We may refuse entry or evict you or any of your invitees if they are behaving in a disorderly, offensive or inappropriate manner.
11. No alcohol or illicit drugs are to be brought into the Event site.
12. No video cameras or professional cameras are permitted on the Event site. Audio or visual recordings of the Event are prohibited. Still cameras (not professional) are permitted but images may only be used for private purposes and not public display.

13. The following restricted and prohibited items are not permitted into the Event:

- Glass or cans
- Illegal substances, including controlled, dangerous or illicit drugs
- Flares or fireworks
- Laser pointers
- Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends
- Projectile items, including balls, frisbees, rackets or similar objects
- Bicycles, skateboards, skates, scooters and helmets of any form
- Political or offensive materials
- Recording devices (for commercial purposes) and tripods
- Selfie sticks
- Flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m
- Eskies including motorized eskies
- Domestic animals (other than trained assistance dogs)
- Musical instruments and noise makers, including drums, air horns and loud hailer
- Other items as determined by Council that may cause injury, public nuisance or safety concerns

***Please refer to the CapriCon Weapons Policy for more information on restricted props as part of your cosplay.***

14. You consent to be included in photographs, film and sound recordings of the Event and for these photographs and recordings to be used by Council during or after the Event, including for promotional purposes.

15. At its absolute discretion, Council may impose COVID-19 requirements on the Event. You must adhere to any Council and Queensland Health COVID-19 requirements at all times (including any change to requirements before or during the Event).

16. To the fullest extent permitted by law, we do not accept liability of any nature for the acts, omissions or default of those providing services in connection with the Event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with this Event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in these conditions. However, our liability for any breach of such condition or warranty will be limited, at our option, to the cost of refunding the ticket. In no event will we be liable for any indirect, consequential, exemplary or special damages.

17. You acknowledge that neither Council nor the Event site will be responsible for any loss or damage to the property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by you or your invitees.

18. You will be liable for any loss or damage caused at the Event by you or your invitees.

19. We reserve the right to cancel or postpone the Event for any reason.

20. If the Event, or any part of the Event, is cancelled due to adverse weather or for any other cause reasonably beyond Council's control, there is no right to refund or exchange and no obligation is assumed by Council to arrange a substitute Event.

21. There will be no refund on any unused portion of tickets if you or your invitees are asked or forced to leave or if you decide not to attend any part of the Event.

Council reserves the right to update, modify or change these Terms and Conditions from time to time. Any changes will be available on the CapriCon Pop Culture Convention website.

# CAPRICON CONDITIONS OF ENTRY

Rockhampton Regional Council (“Council”) is responsible for the delivery of the CapriCon Pop Culture Convention event (“the Event”).

Entry to this Event is subject to the following conditions:

1. Council reserves the right to inspect and search bags brought into or out of the Event;
2. Persons under 13 years must be under the direct supervision of a ticket holding parent or legal guardian at all times;
3. You must not enter any restricted areas, such as back of house, performance areas, VIP and hospitality areas or any other area not accessible by the public;
4. Alcoholic beverages must not be taken into or out of the Event. It is an offence for minors to purchase or consume alcohol or for persons to supply alcohol to minors. Alcohol may only be consumed in clearly marked areas of the Event;
5. Patrons are only permitted to bring small amounts of food for personal consumption and sealed bottles of water into the Event. Consideration will be given to those with special dietary requirements;
6. Smoking (including the use of electronic cigarettes or similar devices) is only permitted in the designated outdoor smoking areas of the Event;
7. Unauthorised soliciting, collections and customer surveying is not permitted;
8. You must not engage in any form of ambush marketing and must not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of any official sponsor or Council.
9. No video cameras or professional cameras are permitted on the Event site. Audio or visual recordings of the Event are prohibited. Still cameras (not professional) are permitted but images may only be used for private purposes and not public display.
10. You consent to be included in photographs, film and sound recordings of the Event. Images and footage from this Event may be used in the Council promotional material and media.
11. You must follow all reasonable directions given by event staff and security
12. At its absolute discretion, Council may impose COVID-19 requirements on the Event. You must adhere to any Council and Queensland Health COVID-19 requirements at all times (including any change to requirements before or during the Event).
13. You must not behave in a disorderly, offensive, threatening or inappropriate manner towards other patrons or Event staff.
14. You must present valid event tickets or accreditation to gain entry and re-entry.
15. The following restricted and prohibited items are not permitted into the Event:
  - Glass or cans
  - Illegal substances, including controlled, dangerous or illicit drugs
  - Flares or fireworks
  - Laser pointers
  - Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends
  - Projectile items, including balls, frisbees, rackets or similar objects
  - Bicycles, skateboards, skates, scooters and helmets of any form
  - Political or offensive materials
  - Recording devices (for commercial purposes) and tripods

- Flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m
- Eskies including motorized eskies
- Domestic animals (other than trained assistance dogs)
- Musical instruments and noise makers, including drums, air horns and loud hailer
- Other items as determined by the Council that may cause injury, public nuisance or safety concerns

***Please refer to the CapriCon Weapons Policy for more information on restricted props as part of your cosplay.***

Breaches of any of the above conditions of entry may result in your removal from the Event.

16. Council reserves the right to refuse entry to the Event to any patron who:

- Does not have valid event tickets or accreditation
- Is in possession of any prohibited or illegal objects
- Does not adhere to the Council and Queensland Health's COVID-19 requirements.

17. To the fullest extent permitted by law, we do not accept liability of any nature for the acts, omissions or default of those providing services in connection with the Event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with this Event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in these conditions. However, our liability for any breach of such condition or warranty will be limited, at our option, to the cost of refunding the ticket. In no event will we be liable for any indirect, consequential, exemplary or special damages.

18. You acknowledge that neither Council nor the Event site will be responsible for any loss or damage to the property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by you or your invitees.

19. You will be liable for any loss or damage caused at the Event by you or your invitees.

# CAPRICON WEAPONS POLICY

It is the policy of the CapriCon Pop Culture Convention that each of its visitors and staff shall be provided with a safe and healthy place to work and visit.

To achieve this, Rockhampton Regional Council are committed to making every reasonable effort in the areas of hazard control, injury protection and health preservation to every practical extent.

Rockhampton Regional Council will not be held legally responsible or liable for any misconduct, damages, injuries or death resulting from the actions of any CapriCon attendee. Any inappropriate behaviour or misconduct by any attendee will not be tolerated by Rockhampton Regional Council or local authorities.

In conjunction with this undertaking, the following series of safe weapon and prop rules have been established.

- All CapriCon attendees, exhibitors and staff must comply with all Federal, State and local laws and regulations regarding weapons, imitation weapons and props, as well as their usage. Any failure to do so will result in the notification of the appropriate law enforcement agency.
- CapriCon organisers urge all attendees to make sure that you take due care and caution with your props and costumes whilst travelling to and from our convention and/or associated events. If you are carrying any props which may cause public alarm, please ensure that they are safely stored in a bag or storage container.
- CapriCon attendees are not permitted to possess or bring to the event any actual weapons. For more detailed descriptions and definitions of banned items, please check the Queensland Government's *Weapons Act 1990*. Unlawful possession of weapons is an offence and local authorities will be contacted.
- All props are subject to mandatory inspections performed by CapriCon staff for all convention attendees with any type of non-firearm weapon, replica or prop. The judgement of CapriCon staff will be deemed final and absolute in matters of prop and costume suitability and safety for the event.
- Items which fail to meet the requirements of this policy will be confiscated for the duration of the CapriCon event.
- Deliberate refusal to comply with event policies may result in items being confiscated and your removal from CapriCon.
- All metal props or weapons are strictly prohibited for general public attendees.
- CapriCon takes no responsibility for any damage to props, weapons or cosplay items.

## PLEASE ADHERE TO THE FOLLOWING RESTRICTIONS

**No actual firearms:** These include modern, hunting or historic, either functioning or de-commissioned.

**Toy/prop guns require orange tips:** These are required to have orange safety tips at all times during the event, however they can be removed for photography or competition purposes as long as they are re-attached when moving around the convention. They may not be made out of any prohibited material listed for replica weapons including metal.

**No firing projectiles:** Props or weapons capable of firing actual projectiles of any kind are prohibited.

**No utilising of powder charge or flammable fuel:** Props or weapons that utilise a powder charge are prohibited, this includes (but is not limited to) cap guns. So too are any items that contain flammable fuel (liquid or gas).

**Nerf guns must be unloaded:** Nerf foam dart type guns, bows and other foam shooters (including modified versions) are allowed as props, however they must be unloaded and foam darts/projectiles are prohibited in all areas of CapriCon.

**No functional bows/slingshots/crossbows:** Functioning bows, slingshots and crossbows are not permitted on event grounds. Non-functional prop versions are permitted provided they meet length requirements, are not made of metal and have no high-tensile stringing.

Real arrows and other items able to be used as projectiles from bows or slingshots are also prohibited. Prop arrows are permitted provided they are not made of prohibited materials such as metal and carbon fibre and are securely attached to your costume and not loose at any time.

**No metal weapons or props:** Due to the weight and the sharp edges involved with metal items, these are not permitted at CapriCon. Any items purchased during CapriCon which are metal must remain in their original packaging until you leave the event. This includes all cast, laser cut and forged props of any kind. Prohibited materials include steel, aluminium, bronze, copper and brass. Props included but are not limited to: swords, daggers, and knives.

Metal armour parts are permitted, however they must have no sharp edges or points that could cause harm to a person (including yourself), or damage to equipment, structures or environment.

**Active martial arts weapons are prohibited:** Examples include nunchaku, throwing stars and any weapon made for actual martial arts combat. Prop versions are permitted as long as they are not made of metal or have sharp points or edges.

**Sports equipment:** Any sports equipment used as a prop must comply to the same restrictions as a martial arts weapon. Baseball bats in particular can be quite dangerous due to their weight and must be carried in a “down” position (ie NOT over the shoulder) when not in active use for photographs or similar.

## **HOW CAN I TELL IF MY WEAPON IS CONSIDERED A REPLICA?**

A replica weapon as classified by the *Weapons Act 1990* is a reasonable facsimile or copy of a real weapon, can be easily or rightfully mistaken for a real weapon, and/or possess no obvious features that distinguish it from an illegal or prohibited weapon. Toys or props made to look like a real weapon, but cannot be mistaken for a working firearm or weapon and does not have the ability function as a firearm, are permitted. Where there is a strong resemblance to a real firearm, an orange safety cap is required.

As there is an obvious requirement for personal judgement in many cases, whether by security, staff or other patrons, the requirement for weapon check-in, or weapon alteration (to include an orange/yellow tip to the weapon, or removal of sharp edges) may be advised on a case by case basis. All patrons and exhibitors are required to comply with the request of staff, as per the terms and conditions of entry to the event.

## **ITEMS PURCHASED WHILE AT CAPRICON**

Attendees who purchase imitation or replica weapons/props, such as metal movie/tv swords, knives, sabres and staffs from vendors which do not comply to our general props policy must not remove items from their original packaging while at the event.

If you wish to use a purchased item as a prop or costume piece, items must be presented to a CapriCon event staff member in their original packaging. If the CapriCon weapons check-in team approves the item, it may be used in accordance with our weapons policy. If the items are not approved, then they are prohibited on event grounds out of their original packaging. Non-approved items must then be securely stored in a vehicle or left with CapriCon event staff until you are leaving the event.

Weapons or dangerous items to be autographed must be packaged and left with event organisers until such time as they are ready to be signed. Seek assistance from event staff before removing items from packaging.

## **CONTACT INFORMATION**

If you have any questions or enquiries, please do not hesitate to contact the event organisers by emailing [capricon@rrc.qld.gov.au](mailto:capricon@rrc.qld.gov.au)