

*We respectfully acknowledge the Taribelang Bunda, Gooreng Gooreng, Gurang, Bailai, Wakka Wakka, Wulli Wulli, Djaku-nde, Jangerie Jangerie, and Kabbi Kabbi Peoples as the Traditional Custodians of the precious land, water, and sea country on which we all love to work, live, and play.*

*We recognise the thousands of generations of continuous culture that have shaped this country and the people on it.*

*And we pay our respects to Elders past, present and emerging and look forward to working with all First Nations People in the Bundaberg and North Burnett regions in sharing culture through tourism, in the spirit of mutual respect and reconciliation.*

## **LIGHTHOUSE ROCK**

### **TERMS AND CONDITIONS**

The terms and conditions set out below constitute a binding contract between Lighthouse Presents ABN 55 824 618 018 (LHP) and the individual holding or using a ticket (Ticket Holder) in relation to the event known as the Lighthouse Rock (Event). All terms and conditions set out below are to be read together with the Oztix Terms and Conditions as made available on the ticket purchase website (Oztix Terms).

1. This ticket is sold by Lighthouse Presents, responsible for the Event. The following conditions are for the sale of tickets, entry, and attendance at the Event.
2. The agreement is deemed to be entered into in Queensland, Australia. This agreement is governed by the laws of Queensland. All tickets are non-refundable and non-exchangeable except in accordance with the Oztix terms and conditions and the laws of Queensland or an expressly specified in these Terms and Conditions.
3. For these terms and conditions 'Event Area' means the areas and venues specified by LHP as comprising the area where the Event is conducted. Event entry area, and ticket holders will be given an Event wristband; and

### **TICKETING**

4. Tickets are sold subject to the Oztix terms and conditions and LHP conditions of sale and to the terms and conditions of entry of each of the Event's venues.
5. All ticket sales are final. Once purchased, tickets are the sole responsibility of the Ticket Holder. Tickets are not transferable under any circumstance. It is a condition of sale that tickets may not be offered to re-sale, and they are only valid if purchased from an authorized LHP business or Oztix website ([www.oztix.com.au](http://www.oztix.com.au)).
6. Tickets are non-refundable and non-exchangeable, as required by law. No refunds will be made if you choose not to attend due to inclement weather.
7. The Ticket Holder must supply their correct full name at the time of purchase.
8. The barcoded ticket is required for entry to the Event. The Ticket Holder must print the barcoded ticket and display, or carry the barcoded ticket in their smartphone, and bring to

the Event. The barcode is required for scanning at entry. The Ticket Holder will not be allowed entry to the Event without a barcoded ticket.

9. Ticket Holders ages 18 years or over must show ID to prove their age if required or on demand. Children under the age of 18 will not be allowed to enter the Event.
10. Tickets may be purchased Australia-wide and internationally, however no refunds will be given if the Ticket Holder cannot attend the Event for whatever reason.
11. Tickets purchased include a fee and surcharges include GST.
12. Companion cards are acceptable only if assisting the companion card holder, please contact Oztix ([www.oztix.com.au](http://www.oztix.com.au)) for more details. Complimentary ticket will be provided only through Oztix.

## **ARTISTS AND VENUE**

13. LHP reserves the right to add, withdraw or substitute artists, vary any advertised program, change of venue, and vary audience capacity. No claim for compensation shall be made if the program is varied due to the non-appearance of an advertised artist.

## **ENTRY**

14. All bags/containers may be subject to a full search upon entry and within the Event. NO ALCOHOL, GLASS OR FULL DRINK CONTAINERS may be brought in the Event Area. LHP reserves the right to confiscate any alcohol, glass or open drink containers found on a person within the Event Area that is not in a licensed area. Empty reusable clear drink containers can be brought into the Event. Complimentary drinking water outlets are provided in the Event Area.
15. A valid ticket will be exchanged for a wristband to be fitted at the designated area near the entrance of the Event and must be always worn. Wristbands must remain intact gain entrance to the Event. Damage to a wristband (even if accidental) will render it invalid and access to the Event denied. LHP reserves the right to deny admission to the Event to any person holding a ticket that appears to be tampered with, counterfeited, or duplicated. Anyone found within the Event Area without a valid wristband or accreditation will be deemed to have trespassed, will be evicted from the Event area and may be handed over to the Police.
16. Admission to individual Event stages and venues within the Event Area is subject to capacity, and LHP reserves the right to refuse entry to stages and venues if they reach capacity.
17. Ticket Holders agree to comply with all Event security arrangements, as well as those of an Event venue, including personal searches (if deemed necessary by Lighthouse Presents). All GLASS, ALCOHOL, ILLEGAL DRUGS, WEAPONS, OR DANGEROUS ITEMS are prohibited, and LHP reserves the right to confiscate such items. No claim may be made against LHP or the venue provider for items confiscated. Persons found in possession of illegal drugs, weapons or dangerous items will be removed from the Event and LHP reserves the right to confiscate the individual's Event wristband.
18. LHP or the Event venue provider may refuse admission to any Ticket Holder for any reasonable cause and may request any Ticket Holder leave the venue for any purpose deemed reasonable by LHP.
19. Entry to the Event is at the Ticket Holder's own risk and LHP and Event venue providers reserve the right to refuse entry to Ticket Holders. LHP and Event venue providers shall not be held liable for any loss, injury, or damages sustained entering or on the site of the Event to the extent allowed by the law.
- 20.

## **AUDIO AND VISUAL**

21. Ticket Holders consent to their inclusion in official photographic, film and other visual and audio recordings of the Event, including as an audience member, and grant LHP the right to use such photos and recordings for promotion, marketing, and other purposes in all media without restriction.
22. The use of video cameras, professional photographic equipment, other visual, sound recording, or transmission equipment is strictly prohibited. Any person not in possession of official LHP Event Media Pass endorsed to record performances at the Event will be removed from the Event, will have their Event wristband confiscated, and LHP reserves its right to take any legal action against the Ticket Holder.

## **LIABILITY**

23. To the fullest extent permitted by law, LHP does not accept any 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 the Event.
24. In the event of Ticket Holder injury or illness, LHP may at its discretion, and at the cost of the Ticket Holder, arrange medical treatment and/or emergency evacuation as deemed necessary for the safety of the Ticket Holder and/or other Ticket Holders at the Event.
25. Entry to the Event is at the Ticket Holders own risk, The Ticket Holder acknowledges that neither LHP nor an Event venue will be responsible for any loss or damage to property (including person property such as bags, money, or other personal items) brought to or purchased at the Event by a Ticket Holder.
26. LHP takes no responsibility for any hearing damage or loss at the Event.
27. The Ticket Holder will be liable for any loss or damage caused at the Event by the Ticket Holder.

## **SMOKING, ALCOHOL, ILLEGAL DRUGS AND GLASS**

28. THE EVENT AREA IS LICENSED. Ticket Holders wishing to consume alcohol must be 18 years and over (photographic ID will be required as proof of age) and may only consume alcohol purchased with the Event Area. LHP reserves the right to evict patrons who disobey or break Responsible Service of Alcohol legislation and law. Alcohol may only be consumed with the licensed Event Area.
29. There will be a designated smoking area (DOSAs) in the Event Area and vaping will be permitted only in the DOSAs. NO SMOKING OR VAPING is permitted in any indoor area or outside of the designated smoking area, subject to applicable Queensland Health laws in place at the time of the Event.

## **GENERAL SAFETY**

30. In the case of an emergency evacuation or situation, Ticket Holders must follow all directions from LHP.
31. No animals will be permitted into the Event Area, apart from guide dogs.
32. Fires and fireworks are not permitted within the Event Area.
33. Activities such as moshing, crowd surfing and stagediving are not permitted with the Event. LHP reserves the right to remove any Ticket Holders engaging in there or other dangerous activities from the Event and may confiscate their Event wristband.
34. First Aid is available on site and roving throughout the event for any first aid needs.

35. Strongly encourage UV sunlight protection e.g., hats, sunglasses and sunscreen are recommended.

#### **ENVIRONMENT AND COMMUNITY**

36. LHP urges all Ticket Holder to be respectful of the Event Area and place any litter in the recycle or other bins provided around the Event.
37. LHP urges all Ticket Holders to please respect the Event Area, local community, and nearby residents and to not create excessive noise or litter while traveling to and from the Event.

#### **GENERAL**

38. Any breach of any of these terms and conditions will entitle LHP to evict the Ticket Holder from the Event and confiscate any ticket or wristband, without refund.
39. No promise is made by LHP that the Lighthouse Presents/Lighthouse Rock website is error free or that files downloaded from the site free of viruses or contamination.
40. Footwear must be always worn within the Event Area.
41. Any clause within these terms and conditions which is or becomes unenforceable shall not invalidate the other provisions of the terms and conditions.

#### **COVID-19**

42. We are not required to offer a refund, exchange, or credit if:
- A Ticket Holder is well and does not wish to attend the Event due to fears of exposure to Coronavirus (COVID-19); or
  - A Ticket Holder is unwell and does not attend the Event (other than due to Coronavirus (COVID-19) illness or symptoms which can be proven by display of a positive or negative COVID-19 test results).
  - A Ticket Holder is from a group at a higher risk of Coronavirus (COVID-19); or
  - A Ticket Holder is denied entry into the Event for reasons which were disclosed to the Ticket Holder in the ticket terms and conditions at the time of sale. For example, there reasons may include (but not be limited to) non-compliance with mandatory mask wearing or unwillingness to provide personal contact information when requested; or
  - A Ticket Holder attends the performance and subsequently leaves part way through due to feeling unwell.
43. In the event of a mandated requirement to self-isolate and/or mandated boarder closures, Ticket Holders may request a refund, exchange, or credit if:
- Proof of mandatory isolation is provided or reasonable evidence proving restrictions to travel due to Government order is provided
  - Requests are made within 14 days from the date displayed on your entry ticket
  - LHP may reserve the right to refuse remedy if:
    1. There is no current Government order restricting entry into Queensland and/or without having to mandatory quarantine, at the time of the festival.
    2. Requests are not made with 14 days from the date displayed on your entry ticket.
44. LHP is committed to the delivery of a Covid-Safe Event and to comply with current Queensland government Covid-safe guidelines.