

## LIVE AT THE DRIVE-IN

### EVENT ENTRY - TERMS & CONDITIONS

The following terms and conditions set out below (**Terms**) apply to the Live at the Drive-In tribute band show at the Mudgeeraba Showgrounds on 4 July 2020 (**Event**). By attending the Event and/or purchasing or using a ticket to the Event (**You** or **Your**), You are deemed to have agreed to be bound by these Terms made with Australian Venue Co Limited ABN 14 607 666 348 (**Operator, we, us or our**), the operator of the Event.

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, our Privacy Policy available at <https://www.ausvenueco.com.au/privacy-policy/#:~:text=At%20Australian%20Venue%20Co%2C%20we,individual%20that%20is%20reasonably%20identifiable> (**Privacy Policy**) and any other rules and regulations issued by us.

#### Voluntary assumption of risk

You enter the Event at Your own risk. You understand that 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 You accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising at the Event.

You are responsible for the safety and security of all belongings You bring into the Event and Your vehicle. The Operator accepts no responsibility for any loss, damage or theft of or to Your possessions or property at the Event

#### Refusal of entry or eviction from Event

You must only participate in the Event in accordance with these Terms and any applicable law.

We reserve the right to deny access to this Event or evict You from this Event for any conduct that in our reasonable discretion we believe is unlawful or breaches these Terms.

It is a condition of entry to the Event that a search of You or Your possessions may be conducted at the time of entry to the Event and at other times if requested by us. 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, or evicted from the Event.

You may be requested to photographic identification documents at various times during the Event. If requested, you must provide either an Australian driver's licence or permit, passport, a Keypass card or a proof of age card that is to the reasonable satisfaction of the Operator, to verify your identity and/or age.

#### Prohibited conduct and items

The following conduct is prohibited at the Event (**Prohibited Conduct**) You must not, and must not attempt to or assist any other person to:

- (a) smoke;
- (b) climb the staging, rigging or other structures at the Event
- (c) causing damage to property or goods at the Event;
- (d) act in a violent, threatening, inappropriate, abusive, aggressive, sexist, racist or discriminatory manner;
- (e) supply, consume or be in possession of alcohol, illicit drugs or illegal substances;
- (f) recording the Event, other than for personal and private use;
- (g) display any promotional material or trading signs at the Event without the prior written consent of us.

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

- (a) alcohol;
- (b) illegal or illicit substances;

- (c) glass of any kind (including bottles and jars);
- (d) professional photography or recording equipment, including but not limited to, telephoto lenses; any lens over 20cm; any detachable lens or anything deemed by us to be professional photography or audio equipment);
- (e) portable laser pens/equipment;
- (f) BBQs, gas bottles, butane cannisters, cylinders, flammable items, fires and open flames of any kind;
- (g) animals (excluding service dogs such as guide dogs and police/emergency service dogs);
- (h) weapons of any sort including but not limited to cricket bats, tasers and pepper spray;
- (i) any item which causes undue nuisance or interference, including but not limited to drones, drums and sparklers; and
- (j) any other dangerous, illegal, unsafe or offensive items.

We reserve the right to confiscate any Prohibited Items and delete any footage, recordings and/or photographs created in breach of these Terms, in our reasonable opinion.

## **Compliance**

You must follow all our reasonable directions and any of our employees, personnel, agents, contractors and sub-contractors, including but not limited to security, traffic management personnel and directions conveyed on signage at the Event, and comply with all applicable laws and regulations at all times during the Event. In the case of an emergency or serious injury, You must follow all official directions of or authorised by us, security staff and emergency services personnel.

You must at all times during the Event:

- (a) wear appropriate clothing and footwear;
- (b) take reasonable care when entering, moving around and exiting the Event. You must move (whether on foot or in a vehicle) in an orderly fashion, in accordance with our directions and You must not do anything that may hinder, or prevent, the safe passage of other patrons or Event or the surrounding areas;
- (c) familiarise Yourself with the layout of the Event, including the location of any emergency exits;
- (d) be respectful of the environment and place any rubbish in the bins provided around the Event or take any rubbish with You on exiting the Event;
- (e) be considerate of the people around You. Don't shout or raise Your volume excessively. Obscene language will not be tolerated.

At the conclusion of the Event, You must remove all of Your belongings, rubbish, recycling and vehicles. We will not be responsible for any of Your property left at the Event and we may discard, sell or donate to charity any property left at the Event following the conclusion of the Event.

All minors (under 18 years of age) must be accompanied by and supervised by a parent or guardian at all times during the Event.

You consent to the Operator photographing or filming You, or any minor or dependant accompanied by You, when at the Event, and agree to grant the Operator a perpetual and non-exclusive licence to use such footage, photographs and publicity for promotional purposes worldwide, including television, film, internet and all other forms of media, recording or reproduction, without any entitlement for any compensation or financial payment.

## **Vehicles**

- (a) Our onsite parking assistants will direct You to the best spot available when You arrive. Vehicles will be admitted in the various areas on a first come, first serve basis.
- (b) Your vehicle must not exceed our speed limits at any time whilst at the Event.
- (c) Each vehicle is entitled to one space.
- (d) Any form of dangerous driving may result in the ejection of the vehicle and its occupants from the Event. Your details may be taken and given to the police.
- (e) Legal car limits apply for ticketing. Each passenger must have an individual seat belt.
- (f) You must not obstruct the entry or exit of any other vehicle.
- (g) You must follow signs and instructions by us to control the Event and follow any directions and regulations displayed at the Event or otherwise communicated to You from time to time.

- (h) It is the Your responsibility to have an operational FM car stereo or portable radio to tune in to the sound of the Event. You acknowledge it is Your responsibility to have an operational FM stereo and there are no refunds given for a failure to have an operational radio.
- (i) Each person in the vehicle must be accounted for on an Event Ticket.
- (j) Once You are parked in a space, Your car must remain there for the entirety of the Event. This just helps us keep traffic flow consistent and orderly. However, if You do need to leave due to an unforeseen circumstance, there will be plenty of room for You to get Your vehicle out, nobody is trapped at any time, customers can waive over Event Marshal or they can call the emergency mobile contact as advised on the event flyer on entry;
- (k) We can't allocate specific car spaces, and Your friends can't save a spot. If You would like to be parked next to your friends, we recommend arriving together so that your vehicles are together in the queue.
- (l) No canopies or roof storage on vehicles. Larger vehicles (e.g. 4WDs or a vehicle determined to be larger at the head marshal's discretion, but anything that will inhibit patron view of stage) will also automatically be placed towards the back or on the sides.
- (m) You must attend in a vehicle, there will be no admittance for pedestrians. Unfortunately, we do not allow attendees to switch vehicles or to move between vehicles during any part of the Event.

## **Food and Drink**

Bringing food and non-alcoholic drinks into the Event is permitted. The contents of any unsealed bottles will not be permitted into the Event. Cooking facilities and water stations will not be provided at the Event.

You must not bring alcohol into the Event. Alcohol will not be available for purchase at the Event.

You will be able to order food and non-alcoholic drinks from Our onsite vendor through Our mobile app and get contactless delivery straight to Your car. The terms and conditions of Our mobile app can be found at: <https://www.ausvenueco.com.au/app-terms-and-privacy/>.

## **COVID-19**

In line with Government guidelines, we have attempted to do everything we can to ensure your health and safety. Restrictions will still be in place around the Event including social distancing when visiting the toilets and purchasing food and drink. You should remain in Your vehicle to the extent possible. Where You need to exit the vehicle to use the facilities or purchase goods, a maximum of one person per vehicle is permitted to do so at any one time, unless accompanying a minor.

After purchasing goods or using the facilities, You must promptly return to Your vehicle. Other outdoor areas including grass areas and seating spaces, will not be available for use.

If You have any of the symptoms, however mild, like a runny nose, cough, fever, sore throat, chills, You should seek advice and get tested. Please do not come to the Event if you feel unwell. We reserve the right to refuse entry.

We encourage frequent handwashing and use of hand sanitizers. The downloading of the Australian Government's COVIDsafe app. is also encouraged.

## **Refund and Cancellation Policy**

We reserve the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, the facilities or attractions of the Event at our discretion without prior notification.

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 in accordance with these Terms, if You fail to attend the Event, if you arrive after the commencement of the Event or if You leave the Event prior to the conclusion of the Event.

If the Event is cancelled (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; or for any reason outside of our reasonable control, refunds shall be in our sole and absolute discretion.

## Waiver and Liability

To the greatest extent permitted by law, You waive all legal rights of action against and fully release the Operator; the Operators contractors and staff; the owners, lessees and controllers of the Mudgeeraba Showgrounds; 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, You attending or participating 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 these Terms.

You agree to indemnify and keep indemnified 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 You breaching these Terms.

Nothing in these Terms excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law (**ACL**)) which cannot lawfully be excluded, restricted or modified. To the extent permitted by 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, participating in the Event or otherwise in connection with the Event whether caused by the Released Parties or otherwise. Where liability cannot be excluded or modified by law, including pursuant to the ACL, the liability of the Released Parties is limited to the extent permitted by law.

## General

- (a) Your personal information will be collected and handled in accordance with the Privacy Policy.
- (b) These Terms shall be governed by and construed in accordance with the laws of Queensland, Australia and You irrevocably and unconditionally submit to the jurisdiction of the courts there.
- (c) If any provision or part of a provision of these Terms 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.
- (d) These Terms and/or the Privacy Policy may be varied by us at any time with immediate effect once the variation is published, displayed or otherwise communicated.
- (e) If You have questions about the Event or these Terms, You can contact us on: 0452 050 515 - Event Manager.