

# Rosé Coast 2021-

## Terms and Conditions

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

The Event Terms and Conditions form a contract between Grape Productions Pty Ltd (ACN 638 891 899) (**Rosé Coast Gold Coast**) and anyone holding (or using) a ticket or RCGC21 Wristband to Rosé Coast Gold Coast's "Rosé Coast 2021" Event (the **Event**) at Kurrawa Beach, Broadbeach (the Venue) or otherwise attending the Event (without a valid ticket or RCGC21 Wristband).

When you purchase a ticket to the Event (**Ticket**) or when you attend the Event, you agree to comply with, and to procure that anyone else holding (or using) a Ticket or RCGC21 Wristband for the Event that you have purchased will comply with, these terms and conditions, any other requirements or rules that are published by Rosé Coast Gold Coast on its website in relation to the Event, displayed at the Event, or otherwise announced, published or communicated by Rosé Coast Gold Coast at any time in any way in connection with the Event (including but not limited to terms and conditions relating to your use of the RCGC21 Wristband and your entitlement to any refund of cash loaded onto your RCGC21 Wristband), any terms and conditions of any ticket merchant through which tickets to the Event are sold or distributed, and any terms and conditions of use of the Venue required by Gold Coast City Council (which controls the Venue) or other relevant authorities (together, the **Event Terms and Conditions**). Admission to the Event is conditional upon compliance with the Event Terms and Conditions.

### **Entry and attendance**

You must possess a valid Ticket and present that Ticket at the Venue's access point for scanning to access the Venue. Upon scanning of your Ticket, you will receive a **RCGC21 Wristband**.

While at the Venue, you must comply with all reasonable directions given by Rosé Coast Gold Coast (including by any of its staff or other personnel), its sub-contractors and others involved in organising and conducting the Event, including security staff, hospitality and bar and wait staff, traffic management and local government police, fire or ambulance personnel and other emergency services operators (all **Event Personnel**).

You can only access the Venue if you are 18 years of age or more, and you must provide to Event Personnel identification when requested. Whether Event Personnel accept your proof of identification as valid proof of your age, is entirely in their discretion.

Event Personnel can refuse entry to, or evict any person from, the Venue if, in their discretion, you are in breach of the Event Terms and Conditions or are otherwise unqualified for entry to the Event or to continue attending the Event. Without limitation, unaccepted identification, anti-social behaviour, inebriation, drug use, disorderly or abusive behaviour, and safety or regulatory concerns, are all reasons for which you can be evicted or not allowed entry into from the Event.

At the Venue you must wear a RCGC21 Wristband on your wrist at all times. Lost, damaged, stolen or destroyed wristbands will not be replaced, except in the absolute discretion of and under any conditions imposed by Rosé Coast Gold Coast. If you remove, tamper with or deface your wristband, it can be regarded as invalid and will not be replaced. It may be possible to buy a new RCGC21 Wristband at the Venue, but that facility is not guaranteed.

You may be subjected to a search request by Event Personnel, with which you must comply. If you don't comply, you can be evicted from or denied entry to the Event.

For public safety and other reasons, there is a range of items that you are prohibited from bringing to the Event. If you bring a prohibited item to the Event, you may be evicted, and the item may be confiscated. If your item is confiscated, it may be cloaked and may be collected by you at the end of the Event. For a list of prohibited items, please see our [FAQs](#).

Professional cameras or recording devices (including, but not limited to, all cameras with a detachable lens, single-lens reflex (SLR) cameras and digital single-lens reflex (DLSR) cameras, and any other device that Event Personnel in their discretion deem a professional camera) are only permitted at the Event with written permission from Rosé Coast Gold Coast. You must present a copy of this written permission upon request by Event Personnel. Personal cameras are permitted at the Event, provided that any photographs, audio and audio-visual recordings taken on such devices are used for private and personal use only, and are not made available for sale, nor made available to or transmitted to the public.

By attending the Venue, you consent to Event Personnel making audio, audio-visual and photographic recordings of you at the Event, in their absolute discretion. You assign to Rosé Coast Gold Coast all right, title and interest you may have in any such recording made by Event Personnel. Event Personnel can use that material as Rosé Coast sees fit, including for promotional purposes associated with Rosé Coast and other affiliated events and its sponsors' activities, including advertising, marketing and promotions. You will have no entitlement to compensation or any other claim in relation to such use, and you consent to the re-contextualisation or other use of such material in such a way as Rosé Coast or its licensees see fit, throughout the world.

At the Venue there is a dedicated Smoking Area for the duration of the Event. This means you cannot burn tobacco or any other substance, by any device, nor inhale vapour from e-cigarettes, anywhere at the Venue unless within the dedicated Smoking Area.

Rosé Coast will make available some third-party medical services at the Event. If Event Personnel arrange medical treatment or emergency evacuation at the Event (in their absolute discretion) for you which incur additional costs, such services will be at your sole expense.

You enter the Event entirely at your own risk and you are responsible for the safety and security of all your belongings carried into the Venue. You release Rosé Coast Gold Coast from any responsibility for any loss, damage or theft of, or to, your possessions or property at the Venue.

### **Cancellation and Refunds of Tickets**

Rosé Coast Gold Coast can, in its discretion and without notice to you, determine the nature and variety of stalls, entertainment, amenities, and other features of the Event, and vary the date, access, exit times and any other aspect of the Event.

Except to the extent required by law, or to comply with the Ticketing Code of Practice published by Live Performance Australia (the **TCP**), Rosé Coast Gold Coast will not refund any Ticket, whether or not there has been a variation to the Event, or you are evicted from or refused entry to the Event in accordance with the Event Terms and Conditions.

If a ticketholder can no longer attend due to COVID-19, with supporting evidence, a refund will be provided of the net ticket price excluding booking and transaction fees. If the purchaser is residing in an area which is a declared hotspot, with supporting evidence, a refund will be provided of the net ticket price excluding booking and transaction fees.

If the Event is cancelled for any reason, refunds of the net ticket price, excluding booking and transaction fee **may** be processed, other than as required by law or the TCP, at Rosé Coast Gold Coast's discretion.

Rosé Coast Gold Coast will provide a new date, if we have to postpone due to COVID-19, and all tickets will remain valid for the new date. If you cannot attend the new date, you will receive a refund of the net ticket price, excluding booking and transaction fees.

### **Release and Indemnity**

To the full extent permitted by law, you waive all legal rights of action against and fully release Rosé Coast Gold Coast Event Personnel; the owners, lessees and controllers of the 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 however 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 and Conditions.

You 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 and Conditions.

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 Venue, participating in the Event or otherwise in connection with the Event whether caused by the negligence of 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.

Entry to the Venue 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. To the extent permitted by law (including the Australian Consumer Law), by attending the Event and entering the Venue, 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. For the avoidance of doubt, transport to and from the Venue and any medical assistance you receive at the Event will be operated by independent parties. Rosé Coast Gold Coast is not liable for any loss or damage incurred by you in connection with such goods or

services. By attending Rosé Coast Gold Coast you voluntarily assume the risks posed by COVID-19.

We can vary the Event Terms and Conditions, and any other rules or regulations or requirements associated with the Event, at any time, and those variations will become effective when they are published or communicated on our website. Those variations may or may not be communicated to you directly via the contact details provided in your registration and Ticket purchase.

We can assign any of our rights and obligations under the Event Terms and Conditions, in our discretion. If any term or condition of the Event Terms and Conditions is void or invalid or otherwise unenforceable, then it is deemed to be severed from this contract to the extent that it is void, invalid or unenforceable, leaving the remainder of this contract in full force and effect. This contract is exclusively governed by the laws of Queensland.