

SandTunes Music Festival 2019

TERMS AND CONDITIONS OF SALE AND ENTRY

1. **SandTunes:** The SandTunes Music Festival (the “Festival”) is presented by TEG Dainty Pty Ltd (the “Presenter”) at Metricon Stadium, Gold Coast (“Venue”). References to the Presenter or the Venue includes references to its management, employees, agents, contractors or authorised representatives.
2. **Patrons bound:** The sale or provision of all tickets to the Festival is governed by these Terms and Conditions and any additional terms and conditions of the Venue. The Venue’s terms and conditions are available from the Venue’s website. This applies to any complimentary tickets or those resold through an authorised reseller. All tickets are subject to the terms and conditions of the authorised seller or reseller.
3. **Entry:**
 - a. Entry to the Festival is governed by the Venue and subject to the presentation of a valid ticket by a patron.
 - b. Entry to the Festival is strictly open to those fifteen (15) years of age and older.
 - c. All patrons are required to present one acceptable proof of age identification to enter the Festival. All patrons agree to selected identification scanning upon entry. The acceptable forms of identification for non-Minors are a valid: Australian driver or learner licence; state issued proof of age card; Australian or foreign passport; other identification as determined by the Presenter in their sole and exclusive discretion. The acceptable forms of identification for Minors are a valid: Student ID; Bus pass or bank account statement in their name. Patrons including minors have to show ID unless otherwise determined by the Promoter/Venue.
 - d. All patrons agree to be searched (including their person, bags, clothing and other possessions) by means of a physical search or use of a metal detector at the point of entry and at any point during the Festival.
 - e. Patrons who are or appear under the influence of alcohol or illicit substances will be denied entry to the Festival.
 - f. Medication required by patrons is allowed at the discretion of the Presenter.
 - g. Entry to the event is at the risk of the patron.
 - h. Patrons may not pass out valid tickets for reuse.
 - i. The Presenter reserves the right of refusal of entry to any patrons.
 - j. By entering the Festival, all patrons agree to the recording of their likeness and voice for any utilisation or reproduction by the Presenter or the Venue.
4. **Ticket limits:** The Presenter reserves the right to enforce ticket limits and cancel any tickets obtained above stated limits.
5. **Behaviour:**
 - a. The following types of behaviour are prohibited at the Festival:
 - i. behaviour which interferes with, obstructs or hinders the Presenter or the Venue;

- ii. behaviour which reasonably interferes with the enjoyment of other patrons of the Festival including, but not limited to, crowd surfing, moshing, climbing, stage diving or death circles;
 - iii. behaviour which is threatening, inappropriate including without limitation behaviour that is aggressive, riotous, abusive, offensive, racist, sexist, disturbs public peace, provokes assault or is otherwise insulting against other patrons or persons at the Festival;
 - iv. behaviour which causes damage to, improperly uses or tampers with any Festival Venue facility or infrastructure;
 - v. throwing or attempted throwing of any objects including without limitation bottles or clothing;
 - vi. smoking within designated non-smoking areas;
 - vii. attempting to resemble any staff member of the Presenter;
 - viii. the making of a commercial recording of any portion of the Festival;
 - ix. any other item determined by the Presenter or the Venue in their sole and exclusive discretion.
- b. The Presenter and the Venue reserve the right to refuse to allow entry into the Festival, eject from the Festival or refer to law enforcement agencies any patron who exhibits behaviours described in this provision.
 - c. Patrons must wear appropriate footwear and clothing at the Festival at all times at the Festival. Bare feet are not permitted at any time at the Festival.
 - d. Patrons are required to follow the directions of the Presenter and the Venue at all times.

6. Prohibited items and activities:

- a. The following items are prohibited from the entry to or use at the Festival:
 - i. bags larger than A4 size (20cm x 30cm);
 - ii. alcohol not offered for sale by the Presenter;
 - iii. illicit substances or drugs;
 - iv. animals, with the exception of designated service or assistance animals. Such animals will require appropriate identification;
 - v. audio visual recording devices other than hand held devices. This includes, and is not limited to, drones, go-pro or like devices, professional cameras and other devices determined by the Presenter in their sole and exclusive discretion;
 - vi. protest and political paraphernalia banners;
 - vii. clothing or accessories displaying an affiliation with a criminal gang or is otherwise offensive;
 - viii. flares and fireworks;
 - ix. opened sunscreen bottles or canisters;
 - x. flyers, stickers or other unauthorised promotional or marketing material;

- xi. portable lasers;
- xii. vapes and e-cigarettes;
- xiii. weapons of any kind;
- xiv. cans and aerosols;
- xv. eskies;
- xvi. skate boards, scooters, roller blades, bicycles or other transportation devices; or
- xvii. any other item as determined by the Presenter or the Venue in their sole and exclusive discretion.
- xviii. Selfie sticks and metal water bottles

- b. Any prohibited item may be confiscated and the person in possession of such item may be ejected from the Festival by the Presenter in their sole and exclusive discretion.
- c. The Presenter and the Venue accept no responsibility for confiscated items.

7. **No Trespassing:** No person may gain entry to the Festival without a valid ticket. This includes entry by foot or other means. Persons found doing so will be immediately ejected from the Festival and may be referred to law enforcement agencies. The Presenter reserves the right to ban any person trespassing from future events held by the Presenter.
8. **Purchase of Alcohol:** The Venue is licenced. Patrons wishing to purchase and/or consume alcohol must be over 18 years old and have valid photo identification. A patron found supplying alcohol to a Minor will be ejected from the Venue and may be referred to law enforcement agencies.
9. **Resale:** Tickets to the Festival that are offered for sale, provided as a prize to a trade promotion or for other commercial purposes are deemed invalid unless the resale occurs through authorised resellers of the Presenter. A ticket that is resold in breach of this provision is deemed invalid.
10. **No Refunds:**
- a. Tickets are non-refundable, non-replaceable and non-exchangeable except in accordance with the terms and conditions of the Venue, the applicable law and the *Live Performance Australia Ticketing Codes of Practice*.
 - b. A patron who has been ejected from the Festival or denied entry to the Festival is not entitled to receive a refund subject to applicable laws.
 - c. No refund, credit or replacement ticket will be provided on any complimentary ticket.
11. **Performances:** Patrons acknowledge that performers at the Festival may use strobe lighting, special effects or offensive language as part of their performance.
12. **No recordings:** Patrons are not permitted to record any part or the whole of the Festival.
13. **Changes:** The Presenter reserves the right to cancel, schedule, relocate the Festival or add, withdraw or substitute performers including headline performers without notice to

patrons. The Presenter further reserves the right to vary prices and audience capacity at any area of the Festival immediately and without notice to patrons.

14. Collection of information: All patrons consent to the collection and retention of their personal information in accordance with the applicable laws by the Presenter and Venue.

15. Photography and Recordings: All patrons consent to be included in any official photography and recordings of the Festival by the Presenter or the Venue (audio or visual).

16. Minors:

- a. Patrons aged between fifteen (15) years old and seventeen (17) years old ('Minors') must be accompanied by responsible parent and/or adult guardian aged at least eighteen (18) years old and who is in possession of a valid ticket to the Festival. Minors who do not satisfy this requirement will be denied entry to the Festival. Responsible parents and adult guardians are responsible for compliance with these Terms and Conditions by any accompanied Minors.
- b. Each responsible parent and/or adult guardian is able to accompany one (1) Minor only.
- c. Any breach of these Terms and Conditions by a Minor may result in the denial of entry to or eviction of the Minor and any accompanying responsible parent(s) and/or adult guardian(s) from the Festival.

17. Liability: To the maximum extent permitted by law:

- a. The Presenter and the Venue shall not be liable for any loss (direct or indirect), cost, expense, injury, claim or damage suffered or sustained by any patron or to their belongings at the Festival caused by a breach of these Terms and Conditions;
- b. The Presenter and the Venue's maximum liability is limited to:
 - i. the replacement of a ticket to the Festival or the permitted entry to the Festival if rescheduled by the Presenter; or
 - ii. a refund of the patron's ticket to the Festival where required by law.

18. Release: To the fullest extent permitted by law, patrons waive all legal rights of action and fully release the Presenter and the Venue, their agents, employees, contractors and authorised representatives for all claims for compensation for loss, damage, injury or death howsoever arising out of or in relation to the patron's entry, presence or enjoyment at the Festival.

19. Emergencies:

- a. In the event of an emergency or evacuation, all patrons must follow official directions given by the Presenter, the Venue or law enforcement agencies.
- b. The Presenter and the Venue reserve the right to stop, interrupt, partially vacate the Festival, or deny any patron entrance in a particular area in an emergency.
- c. In the event of injury or illness of a patron, the Presenter or the Venue may, at the cost of the patron, arrange medical treatment and/or emergency evacuation as deemed essential to the safety of the patron at the discretion of the Presenter or the Venue.

20. Intellectual Property: The words 'SandTunes' and any associated logos are unregistered trade marks and their unauthorised use is prohibited. This encompasses their use for promotions, advertising, ticket giveaways or other commercial or non-commercial use.

21. Severance: Any provision of these Terms and Conditions which is or becomes unenforceable shall not deem invalid any other provision.

22. Inconsistency: If there is any inconsistency between these Terms and Conditions and any terms and conditions of authorised sellers or resellers, the terms of these Terms and Conditions shall prevail.