

THE SOUND & VIBES MUSIC FESTIVAL

TICKET TERMS & CONDITIONS

1. INTERPRETATION

In these Terms and Conditions:

- (a) **"Companion"** means a valid companion of a Ticket Holder who holds a 'Companion Card' issued as part of the Companion Card program funded by the Government of South Australia and managed by the Department of Human Services and in conjunction with the National Disability Services;
- (b) **"Conditions of Entry"** means those conditions issued by the Promoter in relation to the Event;
- (c) **"Event"** means the Sounds & Vibes Musical Festival which is being held by the Event Holder at the Site;
- (d) **"Event Holder"** means:
 - (i) the Promoter; and
 - (ii) if the Event is being held by a party other than the Promoter, includes the party authorised by the Promoter to hold the Event;
- (e) **"Promoter"** means KYD-X Ltd ABN 18 616 646 836 of 38 Surrey Road, Keswick South Australia 5035;
- (f) **"Related Entities"** means promoters, sponsor organisations, artists, agents, contracted businesses, entrants, land owners and lessees, organisers of the Event their respective servants, officials, representatives and agents;
- (g) **"Site"** means Adelaide Showgrounds Goodwood Road, Wayville SA 5034;
- (h) **"Terms and Conditions"** means the terms and conditions set out in this document and any other terms and conditions applicable to the Event (as advised by the Event Holder);
- (i) **"Ticket"** means a ticket which has been issued by the Event Holder or a party authorised by the Event Holder to the Ticket Holder; and
- (j) **"Ticket Holder"** means the holder of a Ticket (and/or their Companion and/or any other patron) which has been issued by the Event Holder and provides the holder/s with access to the Event.

2. CONDITIONS

- (a) Every Ticket allowing entry to the Event is subject to:
 - (i) these Terms and Conditions as amended by the Promoter from time to time;
 - (ii) any reasonable direction issued by the Event Holder and/or its Related Entities;
 - (iii) the Conditions of Entry; and
 - (iv) other terms and conditions as directed by Event Holder.
- (b) The Event is an all ages event, however entry into the Event will require the presentation of a valid Ticket by a Ticket Holder to the Event Holder.
- (c) If purchased, each Ticket Holder warrants that it has the legal capacity to purchase a Ticket and agree to these Terms and Conditions. Minors under the age of 5 will receive free entry to the Event provided they are accompanied by a valid Ticket Holder (as determined by the Event Holder).

- (d) Each Ticket Holder may also bring into the Event one Companion per Ticket purchased (as determined by the Event Holder).
- (e) Each Ticket is issued subject to the conditions set out below, whether or not the text of conditions are printed on, or annexed to, the pass or Ticket itself.

3. GENERAL TICKET TERMS

- (a) Tickets remain the property of the Event Holder and cannot be exchanged or refunded after purchase.
- (b) Tickets are non-transferable prior to or on the day or during the day of the Event and must be held at all times and produced by the Ticket Holder if requested.
- (c) Tickets may have conditions or limitations on the areas of access during an Event which will be noted at the time of sale for the type of Ticket purchased.
- (d) Pass outs may be available during the Event as determined and advised by the Event Holder and must be presented to regain entry.
- (e) The Promoter may vary these Terms and Conditions at any time by updating them. Any variations will only apply to Ticket purchases made after these Terms and Conditions have been updated.
- (f) The Event Holder reserves the right to add, withdraw or substitute any performers, concert artists, acts and bands or activities associated with the Event, vary programs, seating arrangements, audience capacity, performance set times, Site opening and closing times and the right to publish additional conditions from time to time.
- (g) The Event Holder does not make any warranty, implied or express, that the Event will be provided with due care and skill or that any materials provided in connection with the services will be fit for purpose for which they are supplied, and Ticket Holders agree to attend or participate in the Event at their own risk.
- (h) The Event Holder takes all reasonable care to ensure that Tickets are correctly priced and only available for sale when intended, however sometimes errors may occur. The Event Holder may cancel an order made as a result of any such error, although in the case of a pricing error the Event Holder will endeavour to contact the Ticket Holder to give the Ticket Holder the option of purchasing the Ticket at the correct price.

4. RESALE CONDITIONS

- (a) Resale or transfer of Tickets at a price or for compensation that is of a greater value than the face value of the Ticket is prohibited without the written consent from the Event Holder. This includes use in advertising, promotion, competitions or commercial purposes. If granting such consent, the Event Holder may attach additional conditions to any Tickets as they see fit.
- (b) Breach of this clause 4(a), may result in entry refusal and/or the ticket being revoked/cancelled.

5. REFUNDS AND REPLACEMENTS

- (a) Except as set out below, payments made to the Event Holder will not be refunded under any circumstances, including but not limited to:
 - (i) the non-appearance of any particular person, group or personality such as a performer or band (whether advertised or not);
 - (ii) any variation to the Event program, conveniences and attractions such as postponement or cancellation of any part of the Event by the Event Holder;
 - (iii) any adverse weather conditions;

- (iv) any other circumstance beyond the reasonable control of the Event Holder.
- (b) The Event Holder will refund payments made by Ticket Holders to the Event Holder for Tickets only in the following circumstances:
 - (i) the entire Event if cancelled and cannot be rescheduled; or
 - (ii) the date of the Event is rescheduled by the Event Holder;
 - (iii) at the discretion of the Event Holder due to any other circumstance.
- (c) In respect of a Ticket for which no monetary consideration has been paid to the Event Holder, no refund or other costs will be paid or payable to the holder of such Ticket in the event of cancellation, postponement or change to the Event, or for any other reason whatsoever.
- (d) Nothing in this clause 8 affects Ticket Holders' rights under the *Competition and Consumer Act 2010 (Cth)* or similar legislation regarding consumer guarantees, implied conditions and warranties to the extent that such consumer guarantees, implied conditions or warranties cannot be excluded by law.
- (e) To the maximum extent permitted by law, the maximum refund that the Ticket Holder is entitled to is limited to the amount for which the ticket was purchased (including any fees or charges).
- (f) Proof of purchase of Tickets may be required.
- (g) The Event Holder is not liable for any other losses incurred by the Ticket Holder as a result of the cancellation, rescheduling or relocation of an Event, including any travel and accommodation expenses.
- (h) The Event Holder will only replace lost, stolen, damaged or destroyed Tickets if the authenticity of the Ticket can be verified, including proof of purchase, and if the Ticket Holder give reasonable notice before the Event.
- (i) The Event Holder may charge a reasonable fee for the replacement of Tickets.

6. OTHER CONDITIONS

- (a) Each Ticket Holder must have valid ID when in attendance.
- (b) Any complimentary tickets (including any Tickets issued and/or entry granted for any minor children and/or Companion) will still be subject to these Terms and Conditions.
- (c) All minors must be accompanied by an adult. Each Ticket Holder who accompanies children at the Event are responsible for the care, conduct and supervision of those children and must keep those children within sight at all times.
- (d) Children may not be permitted to enter certain areas of the Event as determined by the Event Holder acting in its sole discretion.
- (e) The Event Holder may request the Ticket Holder at any time to produce a valid Ticket. All Tickets remain the property of the Event Holder.
- (f) Accessible access will be as advertised, unless due to unforeseen circumstances in which the patrons will be advised by the Event Holder at the Site.
- (g) Each Ticket Holder must act with safety and follow all appropriate safety signage and restriction requirements at all times.
- (h) All prices quoted are in AUD and include GST, as applicable. Foreign exchange fees may apply if not paying in AUD.

7. EVENTS OUTSIDE OUR CONTROL

- (a) The Event Holder will not be liable or responsible for any failure to perform, or delay in performance of, any of the Event Holder's obligations that is caused by an Event Outside our Control.
- (b) For the purposes of these Terms and Conditions An "Event Outside our Control" is defined as any act or event beyond the Event Holder's reasonable control, including without limitation, strikes, lockouts or other industrial action by third parties, riots, wars, fire, explosions, storms, flood, earthquakes, etc.

8. SECURITY

- (a) The security of the Ticket Holder's information is important to the Event Holder and the information collected will be held in accordance with the Australian privacy laws. By using the facilities on the Event Holder's website, users of the website are taken to provide their unconditional consent for the Event Holder to pass on the Ticket Holder's information to third party service providers and the Ticket Holder releases and indemnifies the Event Holder from all loss, damage, claims and actions relating to such action by the Event Holder.
- (b) The Event Holder exercises all reasonable due care to ensure that your information is secure on its systems. However, the possibility exists that the information could be unlawfully observed by a third party while the data is being transmitted over the internet or while stored on cloud based servers. To the maximum extent permitted by law, the Event Holder will not be held responsible for any loss that may arise from unauthorised access to the Ticket Holder's personal information.

9. ADDITIONAL TERMS AND CONDITIONS

- (a) The Tickets may be offered for sale and distribution by the Promoter as agent for a promoter or Event Holder (**Seller**). These Tickets are sold subject to any additional terms and conditions of any Seller for the particular Event (**Seller's Terms**). The Seller's Terms may be disclosed as part of the Event information on the Promoter's website at the time of purchase. The Seller's Terms are also available from the Promoter on request.
- (b) The Event Holder may take images and/or video of Ticket Holders at the Event. All Ticket Holders hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide the Event Holder a royalty free non-exclusive licence to use any such images for the Event Holder's marketing purposes. Any photographs, videos or sound recordings taken by the Ticket Holder must be for personal use only and must be taken legally. Any use, reuse or production for commercial purposes without the express written consent of the Event Holder is strictly prohibited. Images of people, places and/or products posted on the Event Holder's website are either the exclusive property of the Event Holder or are used herein with the express permission of the Event Holder. Unless otherwise noted, all content included on the Event Holder's website or used in relation to the Event, including (but not limited to) images, illustrations, designs, icons, photographs, video clips, written material and other materials, is the property of the Event Holder or its suppliers, partners, or affiliates and is protected by Australian and international copyright laws Any unauthorised use of any content or materials on the Event Holder's website is strictly prohibited and may violate copyright and trademark laws and/or the laws of privacy, publicity, and/or communications regulations and statutes. Any use of the materials or content on Event Holder's website can be made only with the prior written and express authorisation of the Event Holder.
- (c) The Event Holder reserves the right to remove any Ticket Holder from the Event in the circumstance of misconduct.
- (d) Each Ticket Holder may be required to submit a search of their person and/or possessions before entering the Event.
- (e) No animals apart from authorised guide or assistance dogs are permitted on Site during the Event unless otherwise approved by the Event Holders.
- (f) No weapons of any nature or fireworks are permitted under circumstances at the Event.

- (g) Carrying and consumption of alcohol and or illegal drugs at Event by any Ticket Holder is strictly prohibited.
- (h) The Event Holder reserves the right to remove any Ticket Holder carrying and/or using alcohol and/or illegal drugs at the Event.
- (i) The Event Holder reserves the right to evict any Ticket Holder from the Event at its discretion for behaviour that is deemed anti-social and dangerous to other Ticket Holders and/or patrons at the Event.

10. LIABILITY

- (a) The *Competition and Consumer Act 2010* and other statutes may impose warranties, conditions or obligations upon the Promoter which cannot by law be excluded (or which can only be limited to a limited extent by law). Other than as expressly provided for in these Terms and Conditions, the Promoter exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- (b) Except as expressly otherwise provided in these Terms and Conditions, and to the maximum extent possible by law, the Promoter shall not be liable for any loss, harm, injury, death or damage or liability of any kind whatsoever (including consequential loss) whether suffered or incurred by a Ticket Holder or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from the Event or for any other reason.
- (c) To the extent that the Promoter is liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms and Conditions or for any other reason, such liability is limited to the amount of the price of the Ticket that a Ticket Holder has actually paid.
- (d) If a Ticket is returned by the Ticket Holder or if a Ticket Holder makes a claim in writing to the Promoter in relation to the Ticket, Event or associated services provided, the Promoter may, in its discretion, replace the Ticket or refund the price of the Ticket to the Ticket Holder, provided that:
 - (i) the Ticket Holder must supply the date and transaction reference number relating to the Ticket; and
 - (ii) the Event Holder must be given a reasonable opportunity to inspect the Ticket.
- (e) The Promoter may agree to a higher limitation of liability with a Ticket Holder than the limit noted above, but such agreement will only be effective if recorded in writing and signed on Promoter's behalf by an authorised signatory.

11. GENERAL

- (a) If part or all of any clause of these Terms and Conditions are illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions will continue to apply.
- (b) These Terms and Conditions form the entire agreement between the Ticket Holder and Event Holder in respect of the Event.
- (c) These Terms and Conditions are governed by the laws in force from time to time in South Australia. The parties submit to the exclusive jurisdiction of the courts of South Australia and the Commonwealth of Australia.