

Ticketing Terms & Condition | SM22-TOUR

These Terms and Conditions (“T’s and C’s”) govern all tickets purchased to attend the Spilt Milk Tour 2022 (“The Events”). Before proceeding with a purchase, the prospective purchaser of a ticket to The Events must carefully read these T’s and C’s, and, if unsure as to their meaning and application, seek legal advice. By purchasing a ticket to The Events, the prospective purchaser agrees with these T’s and C’s and becomes a ticket holder (‘you’ or “Patron” or “the Ticket Holder”). The T’s and C’s will be printed in an abbreviated form on the tickets and in the case of any conflict between these T’s and C’s and the abbreviated form, these T’s and C’s will prevail. The promoter of The Events is Kicks Entertainment Productions Pty Ltd ABN 91 640 927 260 (“the Promoter”) and the official ticketing agents are Moshtix Pty Ltd ABN 72 076 980 955 (“Moshtix”), and, the Promoter and Moshtix are collectively referred to as “the Sellers”. The Sellers may vary these T’s and C’s. The conditions of entry to the Venues for The Events (“the Venues”) are incorporated into these T’s and C’s and apply to any ticket purchased. Tickets are only valid if purchased through.

All prices quoted for tickets are in Australian dollars and include GST. Each ticket comes with a tax invoice. Prices are subject to change without notice. For these Events, a one-off service fee by Moshtix per ticket applies on all purchases. Each Ticket Holder warrants that they have the authority to make payment for a ticket and that it owns or holds or has the express permission of the owner/holder of a credit card or other payment facility used to purchase the ticket.

Agreement of Kicks Entertainment Productions Pty Ltd (“The Organiser”) and ACT Government, City of Ballarat Council and City of Gold Coast Council (“The Landlord”) to allow you access to Exhibition Park, Victoria Park, and/or Doug Jennings Park (“The Venues”), during the Spilt Milk Tour 2022 (“The Events”) is subject to the following conditions of entry. Certain sections of these conditions may or may not apply to you depending on the nature of entry and/or participation in The Events, however different sections of these conditions may and can apply to you concurrently as relevant to you, or intermittently if the nature of your participation in The Events changes. Likewise, any provision of these Conditions of Entry which are or become unenforceable shall not invalidate the other provisions of these Conditions of Entry. These T’s and C’s apply to all persons who attend the Venues and/or The Events.

GENERAL CONDITIONS AND WAIVER(S) – APPLICABLE TO ALL PERSONS AT THE VENUE

- The Organisers are the providers of recreational services and activities as defined under the Civil Liability Act. If you choose to come onto The Venue you do so at your own risk and to the extent permitted by law, you release and indemnify The Organiser (and their officers, employees, agents and contractors) from and against any claim or liability of any nature in relation to injury or death, from you or any third party which might arise from entry to, or the use of, The Venues by you and any accompanying persons regardless of how the damage, injury or death is sustained or caused.
- You, and all other attendees to The Venues, acknowledge and agree that The Organiser has exclusive occupation and control over all areas used in relation to the Spilt Milk Tour 2022 under an agreement with the Landlords (“Permit”), and that the Permit effectively makes the Organiser, among other things, responsible for the safe operation and maintenance of The Venues, the conduct of people in The Venues and Events that take place on The Venues. To this end, you must not do anything which would result in the Organiser to be in default under the Permit, and you acknowledge that a breach by you of these Conditions of Entry will likely have the effect of causing the Organiser to be in default under the Permit.
- The Ticket Holder assumes all risk associated with or incidental to attendance at The Events (which also includes assuming the risk of participation in any Events activities such as sponsor activations). To the extent permitted by law, the Ticket Holder waives all rights, claims and actions which the Ticket Holder has now or could have in the future against the Sellers, their directors, shareholders, partners, equity holders, officers, consultants, employees, agents, contractors and any other person or party involved in any way with The Events (“the Released Parties”) from any personal injury, death (including wrongful death), property damage or loss of any nature whatsoever sustained by the Ticket Holder as a result of the Ticket Holder being transported to or from the Venues or attendance at The Events and / or the Venues with the exception of any gross negligence of the

Released Parties and the Ticket Holder indemnifies and keeps indemnified the Released Parties in respect of any legal liability any of the Released Parties may have (whether under tort, statute, contract, negligence, equity or otherwise) to any third party for any personal injury, death (including wrongful death), property damage or loss of whatever nature, which arises from or out of the Ticket Holder's attendance at The Events and / or the Venues or the Ticket Holder's involvement or participation in any Events activities).

- You acknowledge that you bring any property into The Venues at your own risk and release The Organiser (and its officers, employees, agents and contractors) from and against any claim or liability in relation to loss of or damage to such property even where such loss or damage is caused by the negligence, default or breach of contract of The Organiser (or its officers, employees, agents and contractors).
- You acknowledge that transport to and from The Venues will be operated by independent parties and that The Organiser accepts no liability for any action or omission by such parties.
- Ticket wrist-bands or other identification required by The Organiser must be worn at all times.
- There are no pass-outs. This means that once you have entered the Venues for The Events, if you leave the Venues you will not be able to re-enter the Venues to attend The Events again.
- The Organiser reserves the right to vary advertised artists and programs.
- A search of persons and possessions will be required at the time of entry to The Venues, and the Organiser has the right to conduct a search at any time while the Ticket Holder is at The Venues.
- Spilt Milk Tour 2022 will occur in any weather at the discretion of the Organiser.
- Spilt Milk Tour 2022 is a completely cashless Events. No cash will be accepted at any food vendor, bar or market stall. Mastercard and Visa credit or debit cards with swipe or chips will be accepted.
- In the case of an emergency evacuation or situation, you must follow all official directives.
- You must report any incidents or inappropriate behaviour to Event Staff.

SPECIFIC CONDITIONS OF SALE & ENTRY

- Ticket Holders **MUST** be over 18 years of age and **MUST** show valid Photo ID as required under the ACT Liquor Act 2010, QLD Liquor Act 1992, and VIC Liquor Control Reform Act 1998 at The Events entrance bearing the same name as printed on their Events Ticket. Security has the right to ask you for additional verification of identity on request.
 - Valid forms of identification include:
 - 18+ Passport, Photo Driver Licence
 - Proof of Age card (including Keypass)
 - International Passports
 - Digital ID's
 - International Photo Drivers License (QLD only)
 - Invalid forms of identification are:
 - Photo identification that has been tampered with
 - Photo identification that is expired
 - Photos of identification documents
 - International driver's licences (excluding QLD)
- It is a condition of purchase that the Ticket Holder consents to the Organiser collecting and retaining their personal information. The Organiser will hold your information as required by the Privacy Act 1988 (Cth) and will deal with your information in accordance with The Organiser's.
- Tickets are non-refundable, non-exchangeable and will become void if transferred for financial gain.
 - No refunds on tickets except as required by law &/or specified by the Live Performance Australia Ticketing Code of Practice. Incorrect purchases **DO NOT** qualify for a refund or exchange.
 - If you are removed from Venues and/or denied entry to the Venues or The Events, you will not be entitled to any ticket refund and/or compensation.

- The sale or re-sale of a ticket by the Ticket Holder (including online auction sites) by any method other than the official resale managed by Moshtix is prohibited. The Organiser may involve the police regarding the falsification of tickets to Events.
- Only tickets purchased from moshtix.com.au will be honoured. Do not purchase your ticket from any third-party unauthorised websites including but limited to Viagogo, Gumtree and Facebook.
- Failure to purchase a ticket from an authorised outlet may result in refusal of entry.
- Ticket reissuing is available for a fee of \$20 per reissue.
- All patrons entering the site must have a valid ticket. Patrons on site without a valid Events ticket or Events accreditation will be ejected immediately.
- One ticket is only valid for the admission of one person.
- Forging a ticket to The Events will result in immediate rejection. The Organiser reserves the right to refuse entry if a patron has been previously ejected from one of its Events. It is the sole discretion of Event Staff to allow banned patrons to attend future Events. The Organiser has the right to pursue legal action to the extent available to it if banned patrons continue to attempt to access Events.
- The Organiser reserves the right to enforce published ticket purchase limits and cancel any tickets obtained above said limits by any one customer.
- Tickets may not be resold or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services unless this has been approved in writing by The Organiser. If a ticket is sold or used in breach of this condition, the bearer of the ticket will be refused admission to the Venues and the Organiser may take further legal action against any parties that have breached this condition.
- Do not share your ticket barcode with anyone else or you may be denied entry. The Organiser reserves the right to deny admission to the holder of any ticket that appears to have been tampered with, counterfeited or duplicated.
- Your ticket will be exchanged for a wristband that you MUST keep on for the duration of The Events. Lost, damaged or stolen wristbands will not be replaced. Anyone found at The Events without a wristband may be ejected from The Events in the Organiser's discretion.
- All Ticket Holders consent to be included in any official photography, filming & sound recording ("Recordings") by the Organiser and/or any of its authorised representatives and contractors, and grant the Organiser the right to use such Recordings for promotion and other purposes worldwide and in perpetuity.
- The Organiser reserves the right to refuse a Ticket Holder admission to the Venues and The Events and/or to evict any person from the Venues and The Events if they are affected by alcohol or drugs, or act in contravention of any of these Terms and Conditions.
- Alcohol cannot be brought into the Venues including the entertainment area and car parks. Any alcohol brought into the Venues will be confiscated and will not be returned. The Organiser reserves the right to take appropriate action in such circumstances.
- Animals are prohibited at the Venues, with the exception of service or assistance animals, such as Guide Dogs.
- Footwear must be worn at all times throughout The Events site.
- Small still cameras are permitted but professional audio or video recording devices, including GoPros, and professional still cameras and tripods are prohibited. Ticket Holders are not permitted to record The Events (audio or video) for commercial purposes.
- The use of earplugs is recommended if long-term hearing loss is of concern to you. The Promoters of The Events will not be held liable for any hearing damage or loss.
- Avoid dehydration, don't forget to drink water. Free water will be available at bars and water stations throughout the site.
- To keep the Spilt Milk Tour a clean and green Events, the Organisers encourage all patrons to utilise the recycling and refuse facilities provided throughout the site.

- Lost property will be handed to local police. No responsibility is accepted by the Promoter for property lost at the Spilt Milk Tour.
- Police will be present and may employ the use of drug detection dogs and roadside breath and drug testing.
- The Organiser reserves the right to refuse entry to any Ticket wearing motorcycle colours, patches or insignia.
- Ticket Holder acknowledges that there may be restricted capacities at some of The Event's stages or Venues, and ticket purchase does not guarantee entry to these areas in such circumstances. Once it is determined by the Organiser (at its sole discretion) that the maximum capacity has been reached in these areas, there will be no further admissions.
- Patrons must not cause damage to, improperly use, or tamper with any Venues facility or Events infrastructure, or cause any damage to flora and fauna on or surrounding the Venues or enter any onsite bodies of water at the Venues. Patrons must not remove or attempt to remove any item or object from the Venues or surrounding area. Patrons accept full liability and responsibility for any loss or damage caused in contravention of this clause or any other term of these T's and C's.
- Patrons will be removed from the Venues if, in the opinion of the Organiser, they behave or act in a threatening or inappropriate manner, including without limitation, any aggressive, riotous, abusive, offensive, racist, sexist or insulting actions towards other patrons, Event Staff or any other persons at the Venues or The Events. Patrons are required to follow the reasonable directions of the Organiser and The Event Staff at all times.
- The Organiser reserves the right to vary The Events program and times, and/or withdraw or substitute artists. No ticket refunds or compensation will be made in such circumstances, or if The Events program varies due to the non-appearance of an advertised artist.
- Except where liability cannot be excluded by law, the Organiser (and its employees, contractors and agents) shall not be liable for any loss, cost, expense, injury, claim or damages suffered or sustained by any Ticket Holders and patrons at the Venues or The Events. Where permitted under the Australian Consumer Law ("ACL"), the Organiser limits its liability in respect of breach of any statutory guarantee under the ACL in the manner set out in sections 64A(1)(a) and 64A(2)(a) of the ACL.
- To the full extent permitted by law, Ticket Holders waive all legal rights of action against and fully release the Organiser, its agents, employees and volunteers for all claims for compensation for loss, damage, injury or death howsoever arising out of or in relation to the Ticket Holder's entry to and presence at the Venues and their attendance at The Events.
- In the Events of injury or illness of a Ticket Holder, the Organiser may, at the cost of the Ticket Holder, arrange medical treatment and/or emergency evacuation as deemed essential for the safety of the Ticket Holder.
- Activities such as moshing, crowd surfing, climbing and stage diving are strictly prohibited. Patrons engaging in these or other dangerous activities will be removed from the Venues, and Patrons accept all risk and liability for any injuries or damages caused by these activities. Entry to the Venues is at the Ticket Holder's own risk.
- Any intimidating behaviour including posturing or "surrounding" Patrons will NOT be tolerated and will result in ejection from The Events.
- Please arrive and depart in an orderly fashion and respect our neighbours, so we can return next year.
- Strobe lighting effects will be used as part of the festival's production.
- The Organiser will not take responsibility or liability for cloaked items you bring into The Events site.
- Where rides are on site, rides will be ridden at Patron's own Risk. The Organiser accepts no responsibility or liability for this.
- No third party promotional items including flyers, posters, stickers, wristbands or tickets are permitted for distribution at The Events.

- For the safety of all Patrons, it is a condition of entry that all Patrons submit to being searched (pat down of persons, metal detection of persons or physical inspections of bags and containers) upon entry and throughout The Events. In The Events a Patron refuses to submit to a search:
 - On entry – the Patron will be refused entry without a refund, during, and within the confines of The Events – the Patron may be removed from The Events without a refund.
 - Security staff are trained in managing the cultural sensitivities associated with searches and suitable facilities will be provided to conduct searches in a manner that enhances the safety of The Events whilst managing the cultural sensitivities associated with these activities. Patrons have the right to refuse a search, however those that do so acknowledge they will be excluded (through refusal of entry) or removed from The Events without refund.
 - If you believe you have been treated unfairly, or inappropriately, please contact hello@kicksentertainment.com.au within five days of The Events date with details.

The Organisers have the right to refuse entry or access to The Events to people who:

- Are clearly under the influence of alcohol, drugs or any other stimulant;
- Have been banned from Events before, imposed by either The Organiser or the administrative, legal or police governing bodies;
- Illustrate behaviour that intends to disturb public peace or to provoke assault, hatred, rage etc;
- Refuse to declare objects that are considered to be dangerous or off limits by security services;
- Are wearing hi-visibility vests or clothing impersonating Event Staff, gang related uniforms; (including bandanas and jackets) or uniforms that impersonate police, Event Staff or other emergency service personnel;
- Cannot produce a valid ticket, or produce a ticket that has been purchased or obtained illegally or through an unauthorised source;
- Behaves in a manner that reasonably interferes with other ticket holders' enjoyment of The Events, including without limitation, stage-diving, crowd surfing and moshing;
- Behaves in a manner which may cause property damage or that threatens the safety of performers, other ticket holders or any other person;
- Is deemed by The Organiser or contractors to be intoxicated or disorderly;
- Makes unauthorized recordings of any part of The Events;
- Refuses to provide photographic identification as proof of age;
- Refuses to submit to a physical search or search of their possessions;
- Refuses to surrender a prohibited item;
- Refuses to comply with these conditions or the reasonable instructions of the Organiser; or brings into the Venues, or attempts to bring into The Venues any of the below banned items: