

Ticketing Terms & Condition | SM22-TOUR

These Terms and Conditions (“Terms”) govern all tickets (“Tickets”) purchased to attend the Spilt Milk 2022 Festivals at Canberra, Ballarat, and the Gold Coast (each an “Event”). Before proceeding with a purchase, the prospective purchaser of a Ticket to an Event must carefully read these Terms, and, if unsure as to their meaning and application, seek legal advice.

By purchasing a Ticket to an Event, the purchaser agrees with these Terms and becomes a ticket holder (“you” or “Patron” or “Ticket Holder”). The Terms will be printed in an abbreviated form on the Tickets and in the case of any conflict between these Terms and the abbreviated form, these Terms will prevail.

Kicks Entertainment Productions Pty Ltd ABN 91 640 927 260 (the “Promoter”) is the promoter of the Events. The official ticketing agents are Moshtix Pty Ltd ABN 72 076 980 955 (“Moshtix”). The Promoter and Moshtix are collectively referred to as “the Sellers”. The Sellers may vary these T’s and C’s Terms from time to time in their discretion.

The following contains essential information for you to be aware of before making a purchase to an Event. Reading this may save you disappointment in the future. By purchasing a ticket to any Event, you agree to these terms.

Terms of entry to Venues at which the Events are conducted (the “Venues”) are incorporated into these Terms and apply to any ticket purchased. Tickets are only valid if purchased through Moshtix.

Tickets may only be purchased by persons aged 18 years or over. 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.

Your entry to any Venue is subject to the following Terms. Certain sections of these conditions may or may not apply to you depending on the nature of entry and/or participation in an Event, 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 an Event changes. Likewise, any provision of these Terms which are or become unenforceable shall not invalidate the other provisions of these Terms. These Terms apply to all persons who attend a Venue and/or an Event.

IMPORTANT INFORMATION ABOUT COVID-19

In addition to our standard terms and conditions, Spilt Milk 2022 will have additional COVID-19 terms and conditions:

To deal with the public health risk of COVID-19 and its possible consequences, Federal, State and Territory Governments, or other bodies with relevant authority, may make orders and directives which may affect the operation of Spilt Milk. New orders and directives may be made, or existing orders or directives may be modified following the date on which you purchase your ticket. All such orders and directives (whether in existence now or in the future) form part of these Terms and Conditions to the extent applicable.

Spilt Milk will be run in accordance with all applicable orders and directives and with music festival best practice. You may be contacted closer to the event with further details of any obligations under such Public Health Orders that will apply to you. By purchasing a Ticket you agree to comply with applicable orders and directions in place at the time of the show and any other terms and conditions relating to COVID-19 notified to you by us.

GENERAL TERMS AND CONDITIONS AND WAIVERS

The Promoter is the provider of recreational services and recreational activities as defined under the *Civil Liability Act 2002* (NSW). 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 Promoter (and its 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 at a Venue, acknowledge and agree that the Promoter has exclusive occupation and control over all areas used in relation to the Events under an agreement with the relevant Landlord (each a "Permit"), and that the Permit renders the Promoter, among other things, responsible for the safe operation and maintenance of the Venues, the conduct of people in the Venues and the Events that take place on the Venues. You must not do anything which would result in the Promoter being in default under a Permit, and you acknowledge that a breach by you of these Terms will likely have the effect of causing the Promoter to be in default under the Permit.

The Ticket Holder assumes all risk associated with or incidental to attendance at an Event (which also includes assuming the risk of participation in any Event 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 Promoter, Moshtix, and 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 Event activities).

You acknowledge that you bring any property into the Venues at your own risk and release the Promoter and Moshtix (and their 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 Promoter or Moshtix (or their officers, employees, agents and contractors).

You acknowledge that transport to and from the Venues will be operated by independent parties and that the Promoter accepts no liability for any action or omission by such parties.

The Promoter 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 Promoter has the right to conduct a search at any time while the Ticket Holder is at the Venues.

The Events may occur in any weather at the discretion of the Promoter.

The Events are completely cashless. 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.

All Ticket Holders consent to be included in any official photography, filming & sound recording ("Recordings") by the Promoter and/or any of its authorised representatives and contractors, and grant the Promoter the right to use such Recordings for promotion and other purposes worldwide and in perpetuity. It is a condition of purchase that the Ticket Holder consents to the Promoter collecting and retaining their personal information. The Promoter will hold your information as required by the Privacy Act 1988 (Cth) and will deal with your information in accordance with the Promoter's Privacy Policy.

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 clean and green, the Promoters encourage all patrons to utilise the recycling and refuse facilities provided throughout the site.

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.

CONDITIONS OF ENTRY

Ticket Holders **MUST** be 18 years of age or over 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 entrance to the Event bearing the same name as printed on their 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)

Tickets are non-refundable, non-exchangeable and will become void if transferred for financial gain.

No refunds will be given 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.

The Promoter is not liable for any loss, injury, damage or compensation (including, without limitation, any travel costs, accommodation costs, out of pocket expenses), as a result of the Event being cancelled, postponed, relocated or changed for whatever reason. If the Event is cancelled in whole or in part by an act of God, extreme weather, act of war, act of terrorism, civil commotion, industrial dispute or for any event or threat outside of the control of the Promoter then any refunds shall be at the Promoters absolute discretion (unless otherwise required by law).

If you are removed from a Venue and/or denied entry to a Venue or an Event, 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.

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.

Each ticket is only valid for the admission of one person.

Forging a ticket to an Event will result in immediate rejection. The Promoter may involve the police regarding the falsification of tickets to Events.

Ticket wrist-bands or other identification required by the Promoter must be worn at all times.

There are no pass-outs. This means that once you have entered a Venues for an Event, if you leave the Venue you will not be able to re-enter the Venue to attend the Event again.

The Promoter 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 Promoter has the right to pursue legal action to the extent available to it if banned patrons continue to attempt to access Events.

The Promoter 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 Promoter. If a ticket is sold or used in breach of this condition, the bearer of the ticket will be refused admission to the Venue and the Event and the Promoter reserves the right to take further legal action.

Do not share your ticket barcode with anyone else or you may be denied entry. The Promoter 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 Event. Lost, damaged or stolen wristbands will not be replaced. Anyone found at an Event without a wristband may be ejected from the Event in the Promoter's discretion.

The Promoter reserves the right to refuse a Ticket Holder admission to a Venue and/or an Event and/or to evict any person from a Venue or an Event if they are affected by alcohol or drugs, or act in contravention of any of these Terms.

Alcohol cannot be brought into the Venues including the entertainment area and car parks. Any alcohol brought into a Venue will be confiscated and will not be returned. The Promoter reserves the right to take any action it deems reasonably necessary 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 each Venue.

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 any part of an Event (audio or video) for commercial purposes.

The use of earplugs is recommended if long-term hearing loss is of concern to you. The Promoters will not be held liable for any hearing damage or loss.

Lost property will be handed to local police. No responsibility is accepted by the Promoter for property lost at an Event.

Police will be present and may employ the use of drug detection dogs and roadside breath and drug testing.

The Promoter reserves the right to refuse entry to any Ticket wearing motorcycle colours, patches or insignia.

Each 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 Promoter (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 Venue facilities or Event 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 Terms.

Patrons will be removed from the Venue if, in the opinion of the Promoter, 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 Venue or the Event. Patrons are required to follow the reasonable directions of the Promoter and the Event Staff at all times.

The Promoter reserves the right to vary the Event 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.

To the full extent permitted by law, Ticket Holders waive all legal rights of action against and fully release the Promoter, Moshtix, and each of their 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 event of injury or illness of a Ticket Holder, the Promoter may, at the cost of the Ticket Holder, arrange medical treatment and/or emergency evacuation as deemed necessary 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 Event.

The Promoter 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 Promoter 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. If a Patron refuses to submit to a search on entry the Patron will be refused entry without a refund, or 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 Event without refund.

If you believe you have been treated unfairly, or inappropriately, please contact hello@kicksentertainment.com.au within five days of the Event date, providing all relevant details of the incident.

The Promoter has 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 the Promoter's events before by either the Promoter or any administrative, legal or police governing bodies;
- behave in a manner that disturbs public peace or to provokes assault, hatred, rage etc;
- do not 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;
- behave in a manner that reasonably interferes with other ticket holders' enjoyment of the Events, including without limitation, stage-diving, crowd surfing and moshing;
- behave in a manner which may cause property damage or that threatens the safety of performers, other ticket holders or any other person;
- are deemed by the Promoter or contractors to be intoxicated or disorderly;
- make unauthorized recordings of any part of an Event;
- refuse to provide photographic identification as proof of age;
- refuse to submit to a physical search or search of their possessions;
- refuse to surrender a prohibited item;
- refuse to comply with these conditions or the reasonable instructions of the Promoter; or
- brings into a Venue, or attempts to bring into a Venue any of the below banned items:

Banned items list Spilt Milk 2022.

- bags larger than 20cm x 30cm (A4)
- alcohol (other than where purchased at the Event)
- illegal substances
- weapons of any kind
- glass of any kind (including perfume bottles)
- cans, aerosols and metal water bottles
- liquid of any kind
- creams over 110mL (this includes sunscreen over 110mL)
- make-up in glass containers (anything not in a glass container is OK)
- prescription medication without the label showing your name that matches your ID
- loose medication (original sealed prescription meds are ok but will be subject to review by qualified medical staff – please note! This takes time upon entry)
- video and audio recording devices, including GoPros, selfie sticks & drones (other than mobile phones)
- professional still cameras (small cameras ARE allowed, fits in your pocket? It's OK!)
- animals (with the exception of service or assistance animals, such as Guide Dogs)
- promotional material of any kind including flags
- vapes & e-cigs
- umbrellas (please use a plastic poncho or a raincoat instead)
- any other items determined as dangerous by Security or Event Staff

GENERAL

Except where liability cannot be excluded by law, the Promoter, Moshtix (and their employees, contractors and agents) will not be liable for any loss, cost, expense, injury, claim or damages suffered or sustained by any Ticket Holders and patrons at a Venue or an Event. Where permitted under the Australian Consumer Law ("ACL"), the Promoter 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.

Subject to the foregoing paragraph, to the maximum extent permitted by law, Ticket Holders waive all legal rights of action against and fully release the Promoter, Moshtix, and their 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.

These Terms (as amended by the Sellers from time to time) constitute the entire agreement between the parties relating to their subject matter.

The Promoter may assign this agreement and/or any of its rights under this agreement to any person in its sole discretion. You may not assign your rights or obligations under this agreement to any third party without the prior written consent of the Promoter, which consent may be withheld in its absolute discretion.

Any provision of these Terms which is or becomes unenforceable in any jurisdiction will be ineffective without invalidating any other provision of these Terms, and such unenforceability will not invalidate that provision in any other jurisdiction.

These Terms will be governed by and construed in accordance with the laws of the Australian Capital Territory and the parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.