

## **Ticketing Terms & Condition | SM23-TOUR**

These Terms and Conditions (“Terms”) govern all tickets (“Tickets”) purchased to attend the Spilt Milk 2023 Festivals in Canberra, Ballarat, Perth, 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 “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 Events Pty Ltd ABN 51 855 382 326 (the “Promoter”) is the promoter of the Events. The Promoter and Official Ticketing Partner are collectively referred to as “the Sellers”. The Sellers may vary these Terms from time to time in their discretion, subject to law.

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.

Conditions of Entry as set out below form part of these Terms and apply to any ticket purchased. Tickets are only valid if purchased from the Official Ticketing Partner.

Tickets may only be purchased by persons aged 18 years or over. All prices quoted for tickets are in Australian dollars and include GST. The Official Ticketing Partner will provide a tax invoice in relation to each Ticket purchase. Prices are subject to change without notice. A one-off service fee is charged by the Official Ticketing Partner on all purchases on a per-ticket basis. Each Ticket Holder warrants that they have the authority to make payment for a ticket and that they own or hold or have the express permission of the owner/holder of a credit card or other payment facility used to purchase the ticket.

The Promoter reserves the right to enforce ticket purchase limits published from time to time at the point of sale or resale and to cancel any Tickets obtained above said limits by any one customer.

Your entry to any venue at which the Events are conducted (the “Venues”) and attendance at an Event is subject to these Terms. Certain sections of these Terms 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, 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 any other provisions of these Terms. These Terms apply to all persons who attend a Venue and/or an Event.

Tickets are non-refundable, non-exchangeable and will become void if transferred for financial gain other than via the Official Ticketing Partner.

No refunds will be given on tickets except as required by law and/or as required by the Live Performance Australia Ticketing Code of Practice. Incorrect purchases DO NOT qualify for a refund or exchange.

The Organiser 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, communicable disease or for any event or threat outside of the control of the Organiser then any refunds shall be at the Organiser’s absolute discretion (unless otherwise required by law).

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 the Official Ticketing Partner is prohibited.

Only Tickets purchased from the Official Ticketing Partner 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 through the Official Ticketing Partner may result in refusal of entry.

Ticket reissuing is available from the Official Ticketing Partner for a fee.

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 term, 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.

The Official Ticketing Partner is Moshtix Pty Ltd ABN 72 076 980 955

### **IMPORTANT INFORMATION ABOUT COMMUNICABLE DISEASE**

To deal with the public health risk of communicable disease 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 the Events. 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 to the extent applicable.

The Events will be conducted in accordance with all applicable orders and directives. You may be contacted closer to an 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 communicable disease notified to you by us.

You acknowledge that we may be required to cancel an Event in compliance with such orders and directives and such cancellation will be beyond the control of the Promoter.

### **WAIVERS AND RELEASES**

The Promoter is the provider of recreational services and/or recreational activities as defined under the *Competition and Consumer Act 2010* (Cth), *Civil Liability Act 2002* (NSW), *Civil Liability Act 2002* (WA) and the *Australian Consumer and Fair Trading Act 2012* (VIC).

If you choose to attend an Event you do so at your own risk and to the extent permitted by law, you release and indemnify the Promoter, the Official Ticketing Partner, and the managers of each Venue (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 acknowledge and agree that the Promoter has rights of occupation and control over all areas used in relation to the Events under an agreement with the relevant Venue manager (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 that 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, the Official Ticketing Partner, the Venue manager, and their directors, officers, employees, agents, contractors and any other person or party involved in any way with the Events (the "Released Parties") in respect of 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. The Ticket Holder indemnifies and keeps indemnified the Released Parties in respect of any 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, the Official Ticketing Partner, and the Venue manager (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, the Official Ticketing Partner, or the Venue manager (or their officers, employees, agents and contractors).

Except where liability cannot be excluded by law, the Promoter, the Official Ticketing Partner, the Venue managers (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 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, the Official Ticketing Partner, the Venue managers, 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.

Ticket Holders of Events in Victoria acknowledge the following in relation to these Terms:

**WARNING:** if you participate in these activities your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* (VIC) if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this notice.

**NOTE:** the change to your rights set out in this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2022* (VIC) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (VIC).

#### **CONSENT TO MEDICAL TREATMENT**

The Promoter will ensure that reasonable numbers of properly qualified medical and health professionals are in attendance at each Event.

Each Ticket Holder agrees that 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. Each Ticket Holder releases the Promoter from liability in connection with the provision of such medical treatment and/or evacuation to the fullest extent possible at law.

## **THE EVENTS**

Each Ticket Holder acknowledges that

(a) 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;

(b) 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;

(c) the Events may occur in any weather at the discretion of the Promoter;

(d) 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;

(e) in the case of an emergency evacuation or situation, you must follow all directives given by Promoter representatives or other authorised persons (such as Police);

(f) you must report any incidents or inappropriate behaviour to Event staff;

(g) 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;

(h) 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 permitted by the *Privacy Act 1988* (Cth) and will deal with your information in accordance with the Promoter's Privacy Policy.

(i) alcohol cannot be brought into the Venues including the 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;

(j) animals are prohibited at the Venues, with the exception of service or assistance animals, such as Guide Dogs;

(k) footwear must be worn at all times throughout each Venue.

(l) 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;

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

(n) lost property will be handed to local Police. No responsibility is accepted by the Promoter for property lost at an Event;

(o) Police will be present and may employ the use of drug detection dogs and roadside breath and drug testing;

(p) 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;

(q) the Promoter will not take responsibility or liability for cloaked items, if the facility is provided, you bring to a Venue; and

(r) Strobe lighting effects will be used as part of the festival's production.

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.

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 Ticket Holders 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.

Ticket Holders are required to follow the reasonable directions of the Promoter and the Event Staff at all times.

## **CONDITIONS OF ENTRY**

All persons entering the Venue must have a valid Ticket or Promoter-issued accreditation. Persons within a Venue without a valid Event Ticket or Event accreditation may be ejected at the Promoter's discretion.

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

Ticket Holders **MUST** be 18 years of age or over and **MUST** show valid Photo ID as required under the *Liquor Act 2010 (ACT)*, *Liquor Act 1992 (QLD)*, *Liquor Control Reform Act 1998 (Vic)* or *Liquor Control Act 1988 (WA)* as applicable, at the entrance to the Event bearing the same name as printed on your 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 IDs
- International Photo Drivers License (QLD only)

Invalid forms of identification include:

- Photo identification that has been tampered with
- Photo identification that is expired
- Photos of identification documents
- International driver's licences (excluding QLD)

If a Ticket Holder refuses to submit to a search on entry the Ticket Holder will be refused entry without a refund. If a Ticket Holder refuses to submit to a search within the confines of an Event the Ticket Holder may be removed from the Event without a refund.

The Promoter reserves the right to deny admission to the holder of any Ticket that appears to have been tampered with, counterfeited or duplicated. Forging a Ticket to an Event will result in immediate ejection. The Promoter may involve the Police regarding the falsification of Tickets to Events.

There are no pass-outs. This means that once you have entered a Venue 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 Ticket Holder has been previously ejected from one of its Events. It is the sole discretion of Event Staff to allow banned Ticket Holders to attend future Events. The Promoter has the right to pursue legal action to the extent available to it if banned Ticket Holders continue to attempt to access Events.

Your Ticket will be scanned on entry. You must keep your ticket with you at all times while in attendance at an Event, and you must produce your Ticket if requested by Event staff. If you are unable to produce a Ticket when requested, you may be ejected from the Event at the Promoter's discretion.

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

Ticket Holders 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. Ticket Holders must not remove or attempt to remove any item or object from the Venues or surrounding area.

Ticket Holders 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 Event Staff or any other persons at the Venue or the Event. Any intimidating behaviour including posturing or "surrounding" other persons will NOT be tolerated and will result in ejection from the Event.

Activities such as moshing, crowd surfing, climbing and stage diving are strictly prohibited. Ticket Holders engaging in these or other dangerous activities will be removed from the Venues, and Ticket Holders accept all risk and liability for any injuries or damages caused by these activities.

Carnival-style rides may be present at certain Venues. Such rides are operated by third parties and are ridden at Ticket Holder's own Risk.

Banned items list Spilt Milk 2023.

- 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
- 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 with more than 110ml liquid
- doof sticks, totem poles or umbrellas (please use a plastic poncho or a raincoat instead)
- food or drink (unless required due to a pre-existing condition which is supported with medical evidence)
- walkie talkies
- laser pens or pointers
- skateboards and rollerblades, hover-boards, scooters, bicycles, and other personal motorised and non-motorised vehicles (excluding mobility aids)
- Unauthorised solicitation or marketing materials (e.g., handbills, flyers, stickers), or promotional material of any kind including flags, banners, posters and signs
- Flares, Fireworks & Sparklers (or any other similar flammables)
- All unapproved unmanned aerial systems (UAS) or drones unless expressly authorised
- any other items determined as dangerous by Security or Event Staff

Any person found to be in possession of a banned item will have the item confiscated and will be removed from the Event.

The Promoter has the right to refuse entry or access to the Events to, or to remove from the Events, people who are affected by alcohol or drugs, who act in an aggressive or unsociable manner to any Event staff or other Ticket Holders, or who are otherwise in breach of these Terms. 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.

## **GENERAL**

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 New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.