

Ticketing Terms & Conditions | SPILT MILK 2025

Tickets are sold or provided on the express condition that the holder ("Ticket Holder"/"you") is bound by the rules and conditions issued by Kicks Entertainment Events Pty Ltd ABN 58 155 382 326 (the "Promoter") in connection with the Spilt Milk Festivals Canberra, Ballarat, Gold Coast and Perth (each an "Event"). Ticketholders agree to be bound by the terms and conditions contained herein and on the Event website at spilt-milk.com.au/privacy-policy (the "Terms").

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.

Kicks Entertainment Events Pty Ltd ABN 58 155 382 326 (the "**Promoter**") is the promoter of the Events. The Official Ticketing Partner is Moshtix.

The Promoter and Official Ticketing Partners are collectively referred to as "**the Sellers**". The Sellers may vary these Terms from time to time as set out below.

Nothing in these Terms affects your rights under the Australian Consumer Law or other applicable laws.

PURCHASE OF TICKETS

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 for tickets offered for sale are subject to change (other than when you have a ticket in your cart for purchase). Any ticketing fees will be advised by the Official Ticketing Partner. You warrant that you have the authority to make payment for a ticket and that you own or hold or have the express permission of the owner/holder of the 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 such limits by any one customer.

REFUNDS

Tickets are non-refundable, non-exchangeable other than as set out in these terms.

No refunds will be given on tickets except as required by law (including the Australian Consumer Law) and/or as required by the Live Performance Australia Ticketing Code of Practice. Choose carefully as refunds will generally not be available if you make an error when selecting your tickets, or where you change your mind.

If the Event is cancelled or rescheduled, we will use reasonable endeavours to notify you.

If the Event for which you have purchased a ticket is rescheduled, your ticket will be valid for the new date (or you will be offered a ticket of a value corresponding with your original ticket for the rescheduled event) subject to availability. If you notify us before the specified deadline (which will be a reasonable period from the time we communicate the change to you) that you are unable to attend the rescheduled event, you will be able to cancel your order and obtain a refund of the sale price of your ticket. Failure to notify us by any reasonable specified deadline that you are unable to attend the rescheduled event will be deemed to be a reconfirmation of your order for ticket for the rescheduled event, and you will not be able to claim a refund as a result of the reschedule

(unless required by applicable law). For the avoidance of doubt, no refunds will be available until the new date is announced (which will be done within a reasonable time) to allow us time to make arrangements for the rescheduled event.

Refunds of any booking fees per ticket or per order fees are subject to the terms and conditions of the Official Ticketing Partners.

Personal arrangements relating to the Event including, but not limited to, travel, subsistence and accommodation are at your own risk and the Promoter shall not be liable for any losses incurred from personal arrangements or wasted expenditure beyond the ticket refund, unless required by applicable law.

The Promoter is not liable for any loss, injury, damage or compensation (including, without limitation, any travel costs, accommodation costs or 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 Promoter then any refunds shall be at the Promoter's absolute discretion (unless otherwise required by law).

RESALE

The Promoter does not guarantee the authenticity of tickets purchased from unauthorised third party resellers or resale sites (including but not limited to Viagogo, Gumtree and Facebook).

Tickets may not be resold for an amount exceeding 110% of the original supply cost of the ticket (or such other amount as specified under applicable laws from time to time). A ticket may be cancelled if an attempt is made to resell the ticket in breach of the foregoing.

Tickets may be resold via the ticket resale facility offered via the Official Ticketing Partner should one be made available or, if applicable, recommended ticketing resale outlets for the Event as detailed at [*insert Event website link*] (the "Event Website"). The Promoter does not guarantee the authenticity of any ticket transacted via a ticket resale service not listed on the Event Website.

The functionality, timing of availability, any fees payable and applicable terms and conditions in relation to the use of any such facility will be as determined by the Promoter and the Official Ticketing Partner or official ticketing resale outlet from time to time. Ticket purchasers acknowledge and agree that the Promoter is not required to offer such a facility and may withdraw it any time.

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 these terms, the bearer of the ticket may be refused admission to the Venue and the Event and the Promoter reserves the right to take further legal action.

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 Government 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 Government 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 Government 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 Government orders and directions in

place at the time of the Event and any other terms and conditions relating to communicable disease as 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 Partners, 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 Partners, 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 Partners, or the Venue manager (or their officers, employees, agents and contractors).

Except where liability cannot be excluded by law, the Promoter, the Official Ticketing Partners, 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 Partners, 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.

You agree that in the event of your injury or illness, the Promoter may pass on to you the cost of any medical treatment and/or emergency evacuation as deemed necessary for your safety. You release the Promoter from liability in connection with the provision of such medical treatment and/or evacuation to the fullest extent possible at law.

THE EVENT

You acknowledge that:

- (a) transport to and from the Venues may be operated by independent parties and that the Promoter is not responsible for, and accepts no liability for, any action or omission by such parties;
- (b) a search of persons and possessions may be required at the time of entry to the Venues, and the Promoter has the right to conduct reasonable searches at any time while you are 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) you consent to be included in any official photography, filming and 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) you consent to the Promoter collecting and retaining your personal information. The Promoter will hold your information as permitted by the Privacy Act 1988 (Cth) and will deal with your information (including as to how you can withdraw your consent) in accordance with the Promoter's Privacy Policy which is available at [*insert website link*].

- (i) alcohol must not 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. You are not permitted to record any part of an Event (audio or video) for commercial purposes;
- (m) the use of earplugs is recommended. The Promoters will not be liable for any hearing damage or loss;
- (n) lost property may 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. Unless required by applicable law (including the Australian Consumer Law), 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) if cloakroom facilities are provided, the Promoter takes no responsibility or liability for any cloaked items; and
- (r) strobe lighting effects may be used as part of the Event's production.

There may be queues upon entry to the Event and therefore you should arrive with plenty of time before the first act that you wish to see – no refunds will be given for acts missed.

You acknowledge that there may be restricted capacities at some of the Event's stages or venues, and purchase of a ticket does not guarantee entry to every stage or venue at all times during an Event. 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.

To keep the Event clean and green, the Promoters encourage you to utilise the recycling and refuse facilities provided throughout the Venue.

Please arrive and depart in an orderly fashion and respect our neighbours, so we can return next year.

You 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 removed from the Event at the Promoter's discretion.

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

To attend the Event, you **MUST** be 18 years of age or over and you may be asked to show valid photo identification (such as your driver's licence or passport) 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.]

You may be asked to submit to reasonable searches by security upon entry and/or at the Event. If you refuse to submit to such a search, you may be refused entry or removed from the Event without a refund.

The Promoter may deny admission to the holder of any ticket that appears to have been tampered with, counterfeited or duplicated. Forging a ticket will result in immediate removal from the Event and may be subject to further action (such as reporting the matter to police) By the Promoter.

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 removed from one of its 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 removed from the Event at the Promoter's discretion.

The Promoter reserves the right to refuse entry to any Ticket Holder in accordance with powers conferred on it or its liquor licensee under applicable law. Reasons for such refusal may include intoxication, or wearing motorcycle colours, patches or insignia.

You must not intentionally cause damage to, improperly use, or tamper with any Venue facilities or Event infrastructure, or intentionally cause any damage to flora and fauna on or surrounding the Venues or enter any onsite bodies of water at the Venues. You 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 reasonable 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 may result in removal 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 may be removed from the Venue and accept all risk and liability for any injuries or damages caused by their participation in these activities.

Carnival-style rides may be present at certain Venues. Such rides are operated by third parties and are used at Ticket Holders' own risk.

PROHIBITED ITEMS

You must not bring any of the following items to the Event:

- bags larger than 20cm x 30cm (A4)
- alcohol
- food or drink (unless required due to a pre-existing condition which is supported with medical evidence)
- illegal substances
- weapons of any kind
- glass of any kind (including glass containers, make-up containers and perfume bottles)
- cans, aerosols, containers and metal water bottles

- eskies or hard-cased cooler bags
- liquid of any kind
- creams (including sunscreen) over 110mL
- umbrellas (please use a plastic poncho or a raincoat instead)
- prescription medication without the label showing your name that matches your identification
- loose medication (original sealed prescription medications 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
- broadcasting or transmission equipment
- electronic tablets measuring greater than 170mm diagonally
- animals (with the exception of service or assistance animals such as guide dogs)
- promotional material of any kind including flags
- vapes and e-cigs with more than 110ml liquid
- doof sticks or totem poles
- gang-related masks, headwear or helmets
- Large spiked wrist or neck bands, spiked or studded belts
- chewing gum
- walkie talkies
- glo-sticks and other such illuminating objects
- permanent marker or felt type pens
- musical instruments including horns, trumpets, sirens or other noise making devices
- 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 (such as handbills, flyers or stickers), or promotional material of any kind including banners, posters and signs
- flags or flagpoles of any kind
- flares, fireworks and sparklers (or any other similar flammables)
- all unapproved unmanned aerial systems (UAS) or drones
- any other items reasonably determined as dangerous by security or Event staff

Any person found to be in possession of a prohibited item listed above may have the item confiscated and may be removed from the Event.

Ticket Holders who are affected by alcohol or drugs or 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 may be denied access or removed from the Event. If this occurs, the Ticket Holder will not be entitled to any ticket refund and/or compensation.

GENERAL

These Terms (as may be amended from time to time) constitute the entire agreement between the parties relating to their subject matter. These Terms may be amended from time to time, but the amendments will only apply to purchases made after any amendments are made. A copy of the latest Terms can be found at spilt-milk.com.au

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 will not be unreasonably withheld.

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.