

# GRAZE THE DAY 2024

## TICKETING TERMS AND CONDITIONS

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### **1. Terms and Conditions are binding**

- 1.1 Ticket Holders agree to be bound by:
- 1.1.1 these Terms and Conditions;
  - 1.1.2 the Privacy Policy;
  - 1.1.3 any other rules and regulations which are issued by Council and which are:
    - (a) available at [Graze The Day - Corangamite Shire](#)
    - (b) displayed at the Event; and/or
    - (c) communicated by Council from time to time in any other format in connection with the Event;
  - 1.1.4 any terms and conditions of any ticket merchant through which Event Tickets are sold or distributed; and
  - 1.1.5 any terms and conditions imposed by the Venue.
- 1.2 These Terms and Conditions also apply to use of the Bus Service and any Bus Ticket will be considered an Event Ticket for the purposes of these Terms and Conditions, except where expressly excluded or the context indicates otherwise.
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### **2. Compliance with laws and directions**

- 2.1 While awaiting entry to the Event, attending the Event and exiting the Event, Ticket Holders must, at all times, comply with:
- 2.1.1 all applicable laws and regulations (including but not limited to total fire ban requirements and laws and regulations relating to liquor licensing, smoking and vaping);
  - 2.1.2 any physical distancing orders or other health/safety orders in force at the time of the Event and any reasonable directions or instructions given by Council and/or Event Staff in relation to the same;
  - 2.1.3 any reasonable directions of any Event Staff or of Council; and
  - 2.1.4 any directions conveyed on signage at the Event Site.
- 2.2 In the case of an emergency or serious injury, Ticket Holders must follow all official directions of or authorised by Council, Event Staff, security staff, fire wardens, safety officers and emergency services personnel.

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### **3. Refusal of entry or eviction from Event**

3.1 Council may refuse entry to or evict any person from the Event Site:

3.1.1 that fails to comply with the Terms and Conditions;

3.1.2 that fails to comply with any reasonable direction of Event Staff;

3.1.3 where Council considers that there may be a health and safety risk to the Ticket Holder or to others in their attendance, including as a result of illness, personal hygiene or other relevant factors;

3.1.4 that engages in any illegal activity or behaviour or any activity or behaviour deemed in Council's absolute discretion to be unsafe, disorderly or antisocial, including, but not limited to:

(a) being intoxicated or affected by alcohol or drugs;

(b) crowd surfing, moshing or stage diving.

(c) entering non-public or designated no access areas of the Event Site or areas of the Event Site to which the Ticket Holder's Event Ticket does not permit access;

(d) climbing the staging, rigging or other structures at the Event Site;

(e) causing damage to property or goods at the Event Site; or

(f) acting in a violent, threatening, inappropriate, abusive, aggressive, sexist, racist or discriminatory manner.

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### **4. COVID-19 conditions**

4.1 While awaiting entry to the Event, attending the Event and exiting the Event, Ticket Holders must comply with all laws, regulations, and orders in relation to COVID-19 that are in force at the time of the Event.

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### **5. Sale of Event Tickets**

5.1 Event Tickets may only be sold by the Ticketing Partner.

5.2 Any Event Tickets sold by any party other than the Ticketing Partner are invalid.

5.3 Event Tickets may not, without the prior written consent of Council, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer.

5.4 The sale of Event Tickets may be subject to the terms and conditions of the Ticketing Partner (including as to payment methods and charges).

5.5 The Ticket Holder is solely responsible for paying any and all booking fees and charges payable in connection with their purchase of a Ticket, including but not limited to transaction

and processing fees, such as credit card fees (which are additional to the advertised ticket price).

- 5.6 Council reserves the right to enforce any published limit on the number of Event Tickets that can be purchased by any one person and may cancel any Event Tickets obtained above such limit by any one person.
- 5.7 If an Event Ticket is sold or offered for resale or used in breach of this cl 5, the Event Ticket may be cancelled without a refund and the relevant Ticket Holder may be refused admission to or evicted from the Event.

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## **6. Use of Event Tickets**

- 6.1 Entry to the Event Site will be granted on the Ticket Holder's presentation of a bar-coded Event Ticket, subject to any other entry requirements set out in these Terms and Conditions.
- 6.2 Ticket Holders are responsible for checking all Event information and ensuring that they have purchased the correct Event Ticket.
- 6.3 Event Tickets will be printed with the name of the Ticket Holder or will otherwise be registered to their name.
- 6.4 Unless otherwise provided for in these Terms and Conditions or required by law, Event Tickets are not exchangeable or redeemable for any other event, or any other consideration, monetary or otherwise.

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## **7. Search on entry to Event Site**

- 7.1 Ticket Holders agree that their entry to the Event Site is subject to a search of them and their possessions, to be conducted at the time of entry and at other times if requested by Council or Event Staff. This may include, but is not limited to, bag checks, vehicle searches, pat downs, metal detector tests and drug detection tests.

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## **8. Prohibited Items**

- 8.1 The following items are prohibited and must not be brought into the Event Site (**Prohibited Items**):
- 8.1.1 glass of any kind (including bottles and jars);
  - 8.1.2 alcohol;
  - 8.1.3 illegal or illicit substances;
  - 8.1.4 flasks;
  - 8.1.5 weapons of any sort, including tasers and pepper spray;
  - 8.1.6 any item capable of being used as a projectile;
  - 8.1.7 baseball bats, cricket bats and any similar item or equipment;
  - 8.1.8 animals (excluding assistance animals);

- 8.1.9 flares, fireworks, sparklers or fire twirling equipment;
  - 8.1.10 drums;
  - 8.1.11 drones;
  - 8.1.12 BBQs, gas bottles, butane cannisters or cylinders and any other item that can be used to produce fires or open flames of any kind;
  - 8.1.13 flammable items;
  - 8.1.14 explosives;
  - 8.1.15 large sound systems;
  - 8.1.16 portable laser pens/equipment;
  - 8.1.17 couches, armchairs and other large items of furniture;
  - 8.1.18 studded clothing, footwear and accessories;
  - 8.1.19 umbrellas and tents;
  - 8.1.20 audio or video recording devices (other than a mobile phone) and selfie sticks;
  - 8.1.21 professional photography equipment (e.g. telephoto lenses, any lens over 20cm, any detachable lens and any other item deemed by Council to be professional photography equipment), unless it is being used in accordance with media accreditation issued by Council;
  - 8.1.22 skateboards, scooters, rollerblades, roller-skates, bicycles, motorised vehicles and any similar items;
  - 8.1.23 political, religious, offensive or race-related materials, including club patches and jackets; and
  - 8.1.24 any other dangerous, unsafe, illegal or offensive items.
- 8.2 Council and Event Staff may confiscate any Prohibited Items or any other items which Council, in its absolute discretion, considers may be used in an illegal, unsafe, antisocial or offensive manner. Confiscated items will not be returned, replaced or reimbursed and proceeds from confiscated items (if any) will be donated to a charity or charities of Council's choice.
- 8.3 If Ticket Holders have any medical or mobility equipment necessary for their health and mobility that may otherwise be considered a Prohibited Item, they should bring this to the attention of Council or Event Staff prior to entry to the Event.

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## **9. Smoking**

- 9.1 Smoking, vaping and use of e-cigarettes is not permitted in the Event Site.

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## **10. Personal Photography**

- 10.1 Ticket Holders may use:

- 10.1.1 personal digital cameras; and/or.
  - 10.1.2 single-lens reflex (SLR) and digital single-lens reflex (DSLR) cameras,  
at the Event.
  - 10.2 Any photographs taken by Ticket Holders of artists, musicians, guest presenters, emcees and/or the Event generally are permitted only on the basis that:
    - 10.2.1 images will solely be used for private and personal use; and
    - 10.2.2 images will not be made available for sale and/or public display (other than via personal social media pages).
  - 10.3 Recording video footage of the Event is strictly prohibited. Council reserves the right to confiscate and/or delete any footage, recordings and/or photographs created by unauthorised or prohibited recording, filming or photography.
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## **11. Promotional photography**

- 11.1 Ticket Holders consent to being included in any audio recordings, audio-visual recordings and photographs of the Event created by, at the direction of, or with the authority of Council (**Promotional Materials**).
  - 11.2 Ticket Holders grant permission to Council to use their image, likeness, actions and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event (regardless of whether it was made before, during or after the Event) in any medium or context without any further authorisation or compensation required.
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## **12. Restricted capacity areas**

- 12.1 Ticket Holders acknowledge that Council may set restrictions on the number of people that can attend certain areas of the Event Site, such as within buildings or structures, within enclosed areas or at stages (**'Restricted Capacity Areas'**).
  - 12.2 Once the maximum capacity of any Restricted Capacity Area has been reached, Council or Event Staff may prevent further admissions to that Restricted Capacity Area.
  - 12.3 Purchase of an Event Ticket does not guarantee admission to a Restricted Capacity Area where the maximum capacity has been reached and a Ticket Holder will not be entitled to a refund if they are prevented from entering a Restricted Capacity Area.
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## **13. Alcohol**

- 13.1 Only alcohol purchased at the Event may be consumed at the Event Site.
- 13.2 Ticket Holders must be aged 18 years or over to purchase and/or consume alcohol on the Event Site and must provide valid photo identification to purchase alcohol.
- 13.3 If a Ticket Holder is found buying alcohol for or supplying alcohol to any person under 18 years of age, they will be evicted from the Event Site and may have their conduct reported to the police.

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## **14. Food and non-alcoholic drinks**

- 14.1 Ticket Holders must not:
- 14.1.1 bring food or drinks into the Event Site, unless intended for consumption by babies and toddlers; or
  - 14.1.2 bring the contents of any unsealed bottles into the Event Site.
- 14.2 Ticket Holders may bring unsealed empty plastic bottles into the Event Site, to be used for water refill.
- 14.3 Cooking facilities will not be provided at the Event Site.

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## **15. Cash payments**

- 15.1 Council and the Venue reserve the right to designate card payments as the only accepted form of payment at any point of sale at the Event.

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## **16. Drugs and illegal substances**

- 16.1 If a Ticket Holder is found to be supplying, consuming or in the possession of illicit drugs or illegal substances at the Event by Council or the Event Staff, they will be evicted from the Event Site and Council may notify the police.

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## **17. Signage and sales**

- 17.1 Ticket Holders must not:
- 17.1.1 display any trading signs at the Event Site; or
  - 17.1.2 sell or give away any goods or services, including any political, religious, advertising or promotional materials,
- without the prior written approval of Council.

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## **18. Clothing and footwear**

- 18.1 Ticket Holders must not wear any Prohibited Items or other clothing items or footwear which pose a safety threat or may otherwise cause offence (including clothing items which display offensive or discriminatory language).

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## **19. Movement around the Event Site**

- 19.1 When traversing the Event Site, Ticket Holders must:
- 19.1.1 take reasonable care;
  - 19.1.2 move (whether on foot or in a vehicle) in an orderly fashion;

- 19.1.3 comply with any directions of Council and Event Staff; and
  - 19.1.4 not do anything that may hinder, or prevent, the safe passage of other Ticket Holders or Event Staff at the Event Site or the surrounding areas (including areas used for entry to and exit from the Event Site).
  - 19.2 Council will endeavour to make the Event Site accessible for Ticket Holders using wheelchairs or mobility scooters, or who are otherwise affected by a disability that impacts their mobility.
  - 19.3 Ticket Holders acknowledge that:
    - 19.3.1 the Event Site has pre-existing natural terrain and structures and facilities; and therefore
    - 19.3.2 in some cases it may be impossible, impractical, unsafe or contrary to building laws or regulations to make all areas of the Event Site accessible for all patrons.
  - 19.4 Ticket Holders are advised to contact Council directly at [shire@corangamite.vic.gov.au](mailto:shire@corangamite.vic.gov.au) for more information prior to the Event if they have specific accessibility requirements.
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## **20. Injury or illness**

- 20.1 Ticket Holders agree that, in the event of their injury or illness, Council or Event Staff may, at the Ticket Holder's expense, arrange medical treatment and/or emergency evacuation as deemed necessary or advisable (in the opinion of Council or Event Staff) for their health or safety or for the health and safety of other persons at the Event.
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## **21. Environment and facilities**

- 21.1 Ticket Holders agree:
    - 21.1.1 to place any litter in the recycle or other bins provided around the Event Site;
    - 21.1.2 when toilet use is required, to only use the public toilet facilities provided "at the Event Site;
    - 21.1.3 not to damage, improperly use or tamper with any public facility or infrastructure at the Event Site;
    - 21.1.4 not to intentionally or recklessly cause any damage to or interference with any plants or animals at the Event Site or the area surrounding the Event Site; and
    - 21.1.5 to otherwise respect the natural environment at the Event.
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## **22. Belongings**

- 22.1 Ticket Holders are responsible for the safety and security of all their belongings at the Event Site.
- 22.2 Council accepts no responsibility for any loss, damage or theft of or to a Ticket Holder's possessions or property at the Event.

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## **23. Weather conditions**

- 23.1 The Event is an all-weather event and will take place in any weather conditions (unless Council determines otherwise in its absolute discretion).

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## **24. Leaving the Event Site**

- 24.1 At the conclusion of the Event, Ticket Holders must remove all of their belongings, rubbish, recycling and vehicles.
- 24.2 Council will not be responsible for any personal property left at the Event Site and may discard, sell or donate to charity any property left at the Event Site following the conclusion of the Event.

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## **25. Alterations to the Event**

- 25.1 To the extent permitted by law and subject to these Terms and Conditions, Council reserves the right to vary the advertised program, date, entry and exit times, amenities, facilities, attractions and/or entertainment at the Event at its discretion without prior notification to Ticket Holders.
- 25.2 Ticket Holders acknowledge that:
- 25.2.1 Council does not make any representations or warranties in respect of the precise nature of the Event, including any of the factors outlined in cl 25.1; and
  - 25.2.2 Ticket Holders have not relied on any representations or warranties by Council in respect of the factors outlined in cl 25.1 in connection with their purchase of an Event Ticket.
- 25.3 Any photos of past events used in connection with the promotion and marketing of the Event are illustrative only and should not be relied upon by Ticket Holders as accurate descriptions of the Event.
- 25.4 Ticket Holders acknowledge and agree that Council may need to make significant changes to the Event to comply with any laws, regulations, health orders or other government directions or recommendations in place to prevent the spread of COVID-19 and that these changes may occur after Ticket Holders purchase their Event Ticket.
- 25.5 Ticket Holders acknowledge and agree that they will not be entitled to a refund in the circumstances described in cl 25.4, except to the extent permitted by law.
- 25.6 If Council determines that a reduction to the capacity of the Event is necessary or desirable, and the number of purchased Event Tickets exceeds the updated capacity, Event Tickets will remain valid depending on the order in which they were purchased, with the Event Tickets purchased most recently being the first to be declared invalid.
- 25.7 Ticket Holders of any Event Tickets which are no longer valid due to the circumstances described in cl 25.6 will have the option of:
- 25.7.1 retaining the Event Ticket, which will automatically be transferable for use at the next Graze the Day event organised by Council; or
  - 25.7.2 requesting a refund in line with further information provided by Council at the time.



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## 26. Refund and Cancellation Policy

- 26.1 Council may deny admission to the Event Site in accordance with these Terms and Conditions.
- 26.2 Council will not offer refunds or exchanges for Event Tickets:
- 26.2.1 due to a Ticket Holder's change of mind or personal circumstances;
  - 26.2.2 where there has been an alteration to the Event in accordance with clause 25.1;
  - 26.2.3 where a Ticket Holder is refused entry to or evicted from the Event Site in accordance with these Terms and Conditions;
  - 26.2.4 where a Ticket Holder exits the Event Site prior to the conclusion of the Event; or
  - 26.2.5 where a person mistakenly purchases an Event Ticket of an incorrect type,
- unless required by law or in accordance with the Code of Practice.
- 26.3 Council may, at its sole discretion, postpone or cancel the Event due to the impact of a Force Majeure Event.
- 26.4 In circumstances where Council postpones the Event in accordance with cl 26.3, Ticket Holders will not be entitled to a refund and their Event Tickets will remain valid for the postponed Event, unless the Event is postponed to a date that is beyond 12 months after the original advertised Event Date.
- 26.5 In circumstances where Council cancels the Event in accordance with cl 26.3, Council may grant refunds to Ticket Holders for Event Tickets in its sole and absolute discretion, unless otherwise required by law. Any refunds will be less a reasonable administrative service fee at Council's absolute discretion to cover expenses incurred from the cancellation.
- 26.6 The parties agree that where it is impossible or unreasonably impractical for the Event to take place due to any statutory or regulatory decision in connection with COVID-19 or any other transmissible disease, such circumstances shall be treated as a Force Majeure Event, regardless of whether the parties could have reasonably foreseen the risk of these circumstances at the time of purchase of the Event Ticket.

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## 27. Release

- 27.1 To the full extent permitted by law, Ticket Holders waive all legal rights of action against and fully release Council, Event Staff, the owners, lessees and/or controllers of the Event Site and Venue, and the respective members, directors, officers, employees, volunteers, contractors or agents of the aforementioned (**Released Parties**) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss suffered or incurred arising out of or in connection with (whether directly or indirectly):
- 27.1.1 the performance or non-performance by Council of any part or whole of these Terms and Conditions (including any liability under contract or tort); or
  - 27.1.2 the Ticket Holder's purchase of an Event Ticket and/or attendance at the Event, including but not limited to:
    - (a) damage to their or any other person's computer or device resulting from purchase of an Event Ticket

- (b) any theft of, loss of or damage to their property (including motor vehicles) at the Event;
- (c) any variation to the Event as stated in these Terms and Conditions;
- (d) their choice to consume any alcoholic beverages or participate in any activities at the Event;
- (e) any other loss or damage caused by their negligence or the unforeseeable actions of other patrons at the Event; and
- (f) contracting a transmissible disease as a result of their attendance at the Event.

## 28. Indemnity

28.1 Ticket Holders must indemnify the Released Parties against any loss, damage, claim, action or expense (including legal costs or expenses on a full indemnity basis) suffered by the Released Parties as a direct or indirect result of any of the following:

28.1.1 a breach of these Event Terms and Conditions; and

28.1.2 any wilful, negligent or reckless acts or failures by the Ticket Holders,

except to the extent that any such loss, damage, claim, action or expense is caused by the negligence or other wrongful act or omission by the Released Parties.

## 29. Liability of Released Parties

29.1 To the extent permitted by law, the Released Parties will not be liable or responsible for any loss, damage, injury, delays, additional expenses or inconvenience suffered or incurred by Ticket Holders or any person in or entering or exiting the Event Site, participating in the Event or otherwise in connection with the Event whether caused by the negligence of any of the Released Parties and whether arising in tort, contract, bailment or otherwise.

29.2 Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, Council limits its liability in respect of breach of any statutory guarantee under the Australian Consumer Law in the manner set out in section 64A(2)(b) of the Australian Consumer Law.

## 30. Personal information

30.1 Council will collect and handle the personal information of Ticket Holders in accordance with the Privacy Policy.

## 31. Definitions

In these Terms and Conditions:

Australian Consumer Law	means Schedule 2 of the <i>Competition and Consumer Act 2010 (Cth)</i> .
Bus Service	means any bus transfer service to or from the Event.

Bus Ticket	means a ticket to the Bus Service.
Council	means Corangamite Shire Council and includes any officers and Employees of Council and any volunteers, contractors and sub-contractors engaged by Council.
Code of Practice	means Live Performance Australia's Ticketing Code of Practice.
Event Date	means 23 November 2024.
Event Site	means the Venue and any areas adjacent to the Venue that are deemed by Council to be used for the purposes of the Event.
Event Staff	means any employee and contractor engaged by the Venue, and includes but is not limited to security personnel, bar staff, safety personnel and traffic management personnel.
Event Ticket	means a ticket to the Event.
Force Majeure Event	means the occurrence of: <ul style="list-style-type: none"> <li>▪ war, armed conflict or an act of terrorism;</li> <li>▪ nuclear, chemical or biological contamination;</li> <li>▪ extreme weather, including but not limited to flooding or bushfires;</li> <li>▪ government rulings, orders or directions;</li> <li>▪ an action of the Venue; or</li> <li>▪ any other event which is beyond the control of Council and directs Council to cancel the Event or part of the Event.</li> </ul>
Privacy Policy	means Council's <a href="#">Information Privacy Policy September 2023</a> .
Terms and Conditions	means these Ticketing Terms and Conditions.
Ticket Holder	means any purchaser of an Event Ticket and any subsequent holders and recipients of an Event Ticket.
Ticketing Partner	means the official Event ticketing partner as advertised on Council's website.
Venue	means Timboon Amphitheatre.