

Terms and Conditions:

All purchasers of tickets to *A Day on the Course* must be aware of the below listed terms and conditions of sale:

A Day on the Course music event is presented by South Gippsland Shire Council.

Tickets to the *A Day on the Course* music event are sold by South Gippsland Shire Council and are sold subject to the following terms and conditions which form part of the contract between South Gippsland Shire Council, the purchaser and the ticketholder.

Be advised that some of the artists appearing may use lyrics, language or gestures whilst entertaining that some people may find offensive. If such language or behaviour concerns you, please do not attend.

Tickets:

1. Your ticket is proof of purchase for *A Day on the Course* and must be presented at the time of admission.
2. Only one entry is valid per ticket purchased.
3. South Gippsland Shire Council requires correct credentials on tickets sold through our official ticketing partner Eventbrite.
4. Entry to *A Day on the Course* may be refused if the authenticity or validity of a ticket is questionable, including if the ticket has been damaged or defaced in any way, has been duplicated, or has not been purchased through EVENBRITE or other authorised points of sale.

Refunds:

1. If for any reason the event date/time and/or venue is changed, ticket holders will be notified of the change and all tickets will remain valid.
2. South Gippsland Shire Council reserves the right to alter advertised playing times and substitute artists if required to do so. There will be no refunds for playing times or line-up changes. South Gippsland Shire Council will use all reasonable endeavours to notify ticket holders of any changes.
3. South Gippsland Shire Council will consider applications for refunds on a case by case basis. Please apply for refund via Eventbrite.
4. South Gippsland Shire Council will refund ticket holders if *A Day on the Course* is cancelled due to calamitous weather, an act of war or terrorism, or any event outside the control of South Gippsland Shire Council, collectively referred to as a Force Majeure event.

COVID-19 specific conditions of entry:

By agreeing to these COVID-19 specific conditions of entry:

5. You acknowledge that the event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending an event (or the holding of the event itself). If that is the case, then the number of persons permitted to be in or around the Venue may be affected, resulting in the South Gippsland Shire Council being required to or deciding to:
 - a. cancel or postpone the event;
 - b. reduce the number of persons who may attend the event;
 - c. change any standing or seating configurations for attendance at the event;
6. If the event is cancelled due to COVID circumstances, a full refund will be issued to all patrons.
7. You agree to comply with all Government directions, orders and regulations relevant to attending live events, which may be in place at the time of the event.
8. All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If, prior to entry to the event, either you, or any other members of your group are feeling unwell, have cold or flu like symptoms, or are subject to a self-quarantine or self-isolation period, you agree not to attend the event.

Conditions of entry and event information:

9. Each ticket entitles the patron to one *A Day on the Course* wristband. Tickets will be exchanged for wristbands at entry, on the day of the event.
10. All ticket holders over 12 years of age will be issued with a wristband.
11. Adults over 18 must present a legal form of valid photo identification at the event entry to access the event. Valid photo identification includes a current Australian driver's license (international driver's licenses will not be accepted), State Approved 'Proof of Age' card or a valid Passport.
12. Adults over 18 will be issued with a designated OVER 18 wristband. This wristband will provide you with access to bar and enable you to purchase alcohol onsite.
13. Your wristband gains you entry in and out of the festival site while gates are open.
14. Any person found not to be wearing an official event wristband will be deemed to be trespassing and be evicted from the event.
15. South Gippsland Shire Council reserves the right to deny admission to the bearer of any wristband that has been in any way altered or tampered.
16. Bags will be searched as a condition of entry.
17. No BYO Alcohol. This is a licensed event and alcohol is available for purchase on site.
18. Food vans will be on site with a selection of food available for purchase.
19. All attendees under 18 years of age must be accompanied by a parent and/or legal guardian at all times.
20. Smoking is only allowed in designated smoking area. The rest of the event will be smoke-free.
21. BYO standard sized camping chair (back of chair no higher than 100cm).

22. High back (deck/camping) chairs are permitted, however will be positioned at the rear of the venue.
23. You are permitted to bring a supermarket sized cooler bag/ picnic bag into the event.
24. Reusable plastic or metal drink bottles can be brought into the venue to use at our free water stations.
25. Ensure that you pack COVID safe essentials including a face mask and hand sanitiser.
26. There will be no access to the racetrack during the event.
27. The event is on racecourse land which has some sloped and uneven areas. Wear sensible footwear or gumboots for wet weather.
28. Bring sunscreen and a hat. Please note: there are limited sheltered areas - come prepared for rain or shine. For sunny days make sure you wear a wide brimmed hat for protection and bring sunscreen with you. If the forecast is for rain please bring suitable shoes a poncho or raincoat.
29. Anyone found in possession, supplying or consuming illicit drugs will be evicted from the premises and reported to Police.
30. No Crowd surfing, moshing, slam or circle dancing are permitted. These are all dangerous activities that can seriously injure other patrons and South Gippsland Shire Council reserves the right to evict attendees if they are involved in such activities.
31. Anything that could cause harm is a prohibited item and will not be permitted entry to the venue. This includes but is not limited to glass, weapons, lasers, fireworks, flares, cooking devices, pets or animals and illicit drugs. Prohibited items that are confiscated will not be returned.
32. The event is run as a total fire ban; in no case are open flames allowed

Resale of tickets & scalping

33. Tickets cannot be on-sold by any means at a price greater than the purchase price of the ticket. Scalped tickets may be cancelled, and the ticket holder denied entry.

SCALPING WARNING: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

Emergency and Medical treatment:

34. In the case of an emergency evacuation, it is the responsibility of the ticket holder to follow all instructions and directives from the event management staff.
35. In an emergency situation, personal belongings may need to be left behind and South Gippsland Shire Council does not take responsibility for, nor will replace or refund the cost of, or the items themselves.
36. A First Aid Team will be on site. In the event of injury or medical treatment requiring more than basic First Aid, South Gippsland Shire Council may arrange

medical treatment and/or medical transport as deemed necessary by the event First Aid team at the expense of the wristband holder.

Liability

37. Entry to the event is at the ticketholder's own risk.
38. Without limiting the generality of this, appropriate footwear and clothing must be worn at all times on the site and ear plugs should be worn if necessary.
39. South Gippsland Shire Council takes no responsibility for any hearing damage or loss caused by excessive noise.
40. South Gippsland Shire Council takes no responsibility for loss or damage to personal property.
41. To the fullest extent permitted by law, The South Gippsland Shire Council do not accept liability of any nature for the acts, omissions or default of those providing services in connection with *A Day on the Course* or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with *A Day on the Course* music event.
42. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the reimbursement of ticket price only. In no event will we be liable for any indirect, consequential, exemplary or special damages.
43. To the full extent permitted by law, ticket holders waive all legal rights of action against and fully release South Gippsland Shire Council, its agents, employees, members 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 participation in the event including without limitation, liability for any negligent or tortious act or omission on the part of the persons released or under statute or for breach of these terms and conditions.
44. South Gippsland Shire Council, shall not be held liable for any loss, injury or damages sustained entering, leaving or at the event.
45. WARNING: If you participate in these activities your rights to sue the supplier under the Fair Trading Act 1999 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 or on this notice.
46. NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

Personal Information:

47. It is a condition of purchase that the buyer consents to the Organiser retaining personal information as required by Privacy Amendment (Enhancing Privacy Protection) Act 2012(Cth). The Organiser will only hold your information for archive purposes and contacting you in relation to ticketing matters and South Gippsland Shire Council event information. The Organiser will not trade, sell or otherwise dispose of your personal information