



Ticket purchase and entry to a Noosa Food & Wine Festival Signature Events (“event”) are subject to the following conditions. The term “event” within these conditions includes reference to the area set aside for the Noosa Food & Wine Festival and any and all of the activities that take place in that area. “Entrant” includes a person who has entered the event. “Ticketholder” means any person who has purchased a ticket to the event whether they are an Entrant or not. The event organiser is Global 360 Projects Pty Ltd (“The Organiser”).

The Organiser reserves the right to refuse entry to or eject from the event any person who does not comply with any of these conditions.

### **1. Admission**

- a. The Organiser reserves the right to refuse admission to any person, including any person holding a valid ticket, for reasonable cause, without notice.
- b. Entrants must comply with all directions given by The Organiser, including any directions to leave the event.

### **2. Change of Program**

The Organiser reserves the right to add, withdraw or substitute artists, attractions and amenities and to vary programs, seating arrangements, and audience capacity of the event.

### **3. Searches**

Entrant's belongings may be searched on entry to the event, or during the event. Entrants consent to such searches. Entrants may be required to leave the event if they refuse a request to have their belongings searched, and will not be refunded or otherwise compensated

### **4. Footwear**

Footwear is encouraged but not mandatory at Beach Events.

### **5. Items Not Permitted**

- a. Entrants must not bring food to the event. Food items that are found during a search, or at any time during the event, will be confiscated. The Organiser accepts no responsibility for confiscated items.
- b. Entrants may not bring in alcohol, illegal drugs and controlled substances, weapons or other items deemed dangerous by The Organiser to the event.
- c. Entrants must not bring their own seating (including camping chairs) to the event.

### **6. Animals**

- a. Entrants may not bring animals to the event, except disability assistance animals, such as guide dogs, hearing dogs, and other animals trained to assist the Entrant with a disability.
- b. All disability assistance animals must be on a lead at all times while at the event. An Entrant with a disability assistance animal may be liable for any injury, loss, or damage caused by the animal at the event.

### **7. Recording, Transmission and Exhibition**

- a. Entrants agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the event other than for private non-commercial purposes.
- b. Entrants grant permission to The Organiser to use their name, image, likeness, or statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at the event without further authorisation from, or compensation to the Entrant.

### **8. Offensive Behaviour**

Entrants will not conduct themselves in a manner that is inappropriate, offensive to others, or illegal. The Organiser reserves the right to refuse entry to or eject a person who conducts themselves in such a manner.

## **9. Alcohol and Drugs**

- a. The event is licensed to provide alcohol. Entrants must not bring alcohol into the event.
- b. Alcohol may be consumed in a permitted area of the event ("the permitted area"). Entrants must not consume alcohol in areas other than the permitted area. The permitted area will be signed appropriately.
- c. Ticketholders must be 18 years of age to be permitted entry into this event.
- d. Any minor found drinking alcohol may, in The Organiser's sole discretion, be refused entry to or ejected from the event.
- e. Any person supplying alcohol to a minor or any person deemed to be assisting or contributing to the supply of alcohol to a minor may, in The Organiser's sole discretion, be refused entry to or ejected from the event.
- f. Any person who is deemed to be adversely affected by the consumption of alcohol or affected by the consumption of drugs may, in The Organiser's sole discretion, be refused entry to or ejected from the event.
- g. Any person who is deemed to be unduly intoxicated or disorderly will, in Festival's sole discretion, not be sold any alcohol or provided with alcohol for consumption and may, in The Organiser's sole discretion, be refused entry to or ejected from the event.

## **10. Smoking**

Smoking is not permitted in the event site and entrants must exit the site before smoking

## **11. Acceptance of Risk and Limitation of Liability**

- a. Persons purchasing tickets or entering the event do so at their own risk. Entrants and ticketholders assume all risks associated with and incidental to the event, whether before, during or after the event.
- b. The risks assumed by Entrants and ticketholders include any risks caused by The Organiser in ensuring compliance with the Conditions of Sale of Tickets and Entry. Entrants and ticketholders waive any claims for personal injury or death against Council on behalf of Entrants and any accompanying minor.

## **12. Ticketing and Refund Policy**

- a. The Promoter reserves the right to not replace or accept any ticket that is lost, stolen, forgotten, damaged, defaced or tampered with.
- b. The Promoter will only refund payments made by Ticketholders for Tickets if the entire Event is cancelled and cannot be rescheduled due to a Force Majeure Event. A Force Majeure Event means any or all of the following events or occurrences and the effects of such events or occurrences including acts of God or the public enemy (including equine flu, code red days or weather that is dangerous for either attendees, participants or the horses), flood, earthquake, storm, cyclone, tornado, hurricane, fire, lightning, explosion, epidemic, pandemic, war, embargoes, riot or civil disturbances, strike or other labour disputes which effects the production of the Event, sabotage, expropriation, confiscation or requisition of facilities, orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction which is beyond the control of the relevant party and which the relevant party cannot take reasonable measures to prevent.
- c. Tickets are sold on the condition that purchasers are not entitled to a refund or exchange of their ticket in circumstances including, for example:
  - i. If you choose not to attend the event
  - ii. If you are unable to attend the event for any reason, including illness.
  - iii. If you attend the event and are unsatisfied.
  - iv. If the program of the event or event venue is changed, or any parts of the event.
  - vi. If you lose your ticket or do not bring your ticket to the event.
  - vii. If you are refused entry or ejected for any reason in accordance with the Conditions of Sale of Tickets and Entry.

d. You are entitled to give or sell your ticket to someone else, if you wish.

e. The Organiser reserves the right to refuse entry to any person producing a duplicated or altered ticket.

f. Tixel is the Official Ticket Re-sale Partner of Noosa Food & Wine Festival. The Organiser does not support the re-sale of tickets through any other outlets or digital platforms.

### **13. Pass-outs**

Pass-outs may be issued at the discretion of The Organiser.

### **14. Variations**

The Organiser accepts no responsibility for any variation in the value or content of the Festival program.