

## **Bluesfest Pty Ltd Festival Terms & Conditions 2011**

This ticket is sold by Bluesfest Pty Ltd (ABN 87 061 705 119) who is responsible for the Event. The following conditions are both of sale (including any resale or subsequent assignment), entry and attendance at the Event.

1. 'You' and 'your' refers to the customer. 'We', 'us', 'our', 'Bluesfest' and 'Event organiser' refers to Bluesfest Pty Ltd its employees, contractors, volunteers and authorized persons. This agreement means these terms and conditions and any other conditions specified by us on our website and booking forms.

### **Ticketing**

2. All bookings and ticket purchases are non-transferable and may not be sold or transferred by You.

3. NO REFUND OR EXCHANGE ON ANY TICKET will be given or service fee except in accordance with the applicable laws in the region of purchase. This is an all weather event. No refunds will be made if you choose not to attend due to inclement weather.

4. We reserve the right to charge a fee for the replacement of lost, destroyed or stolen tickets. Please treat your ticket as you would money or other valuables.

5. If you wish to bring a Caravan, camper trailer or Winnebago style camper van, you must book through the Bluesfest office on 02 66 858 310 as spaces for these vehicles is limited.

6. There will be no refund on any unused portion of tickets if you or your invitees are asked or forced to leave or if you decide not to attend any part of the Event.

7. Bluesfest Pty Ltd is a member of Live performances Australia and adheres to its Code of Practice for ticketing of Live events. For more information please click the link [http://www.liveperformance.com.au/default.aspx?s=codes\\_guidelines](http://www.liveperformance.com.au/default.aspx?s=codes_guidelines).

### **Artists and Venue**

8. We reserve the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements and audience capacity.

9. We reserve the right to cancel or postpone the Event for any reason. In the event of the cancellation in advance of the Event, we will provide a refund less an amount to cover the cost of ticketing.

10. We reserve the right at any time, to change the venue of the Event. In the event of a change in venue, we will publish details on the Bluesfest website.

### **Entry.**

11. The right of admission is reserved and is subject to the Event organiser and the venue's terms of admission, copies of which are available online and from Bluesfest on request.

12. Wristbands will be attached at the gate and must be worn at all times for the duration of the Event.

13. If entering the Event as an adult ID to prove legal age must be shown at the Festival entrance, if required or on demand.

14. Families must enter the festival at the same time if they have a buddy/family ticket. Any minor under 15 cannot enter except in company with a responsible adult in accord with the Liquor Act.

15. It may be a condition of entry to the Event that a search of your person and/or your possessions and motor vehicles is required at the time of entry to the venue. GLASS, ALCOHOL, WEAPONS, ILLEGAL SUBSTANCES or any item the Event organizers consider may be used in an illegal or offensive manner may be confiscated. Refusal to consent to a search WILL prevent entry to the Event, without refund.

16. Entry may be refused if **tickets** are damaged or defaced in any way or are not purchased through an authorized point of sale. Do not share your ticket barcode it may prevent entry.

### **Audio and Visual**

17. Audio or visual recordings of the Event are prohibited. Still cameras (not professional) are permitted but images may only be used for private purposes and not public display. By attending the Event, You consent to being included in any film and/or sound recordings of the Event that may take place and agree for these recordings to be used by the Event organiser.

### **Liability**

18. To the fullest extent permitted by law, we do not accept liability of any nature for the acts, omissions or default of those providing services in connection with the Event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with this Event. 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 resupply of the services or the cost of having the services supplied again. In no event will we be liable for any indirect, consequential, exemplary or special damages.

19. Admission is at the ticket holders own risk. You acknowledge that neither we nor the venue will be responsible for any loss or damage to property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by you or your invitees.

20. You will be liable for any loss or damage caused at the Event by you or your invitees.

### **Conduct**

21. You must ensure that you and your invitees act in an orderly manner when attending the Event. We may refuse entry or evict you or any of your invitees if they are behaving in an intoxicated, disorderly, offensive, threatening or inappropriate manner, towards any person.

22. The Event is open to all ages. Children under the age of 15 years that attend the Event must be supervised by a responsible adult ( in accord with the Liquor Act) at all times. Children who behave in a disorderly, disruptive or inappropriate manner may at the sole discretion of the Event organisers be required to leave.

### **Alcohol, smoking, illegal substances and Glass**

23. The car park and camping areas are **ALCOHOL FREE ZONES** under the terms of the festival organizers liquor licence. Any alcohol consumed in these area will cause immediate eviction and cancellation of your ticket and/or wristband.

24. The whole venue is a **GLASS FREE ZONE** and no glass shall be brought into any part of the venue including the car parks and camping. Please do not bring glass into the Event, broken glass and festivals do not mix, consider your fellow humans feet.

25. THE FESTIVAL EVENT AREA IS LICENSED. Any patron wishing to consume alcohol must have photographic ID. We reserve the right to evict patrons who disobey or break Responsible Service of alcohol legislation and the law.

26. Anyone found supplying or buying alcohol for a minor will be evicted from the Event and will face criminal charges.

27. Anyone found supplying or consuming illicit drugs will be evicted from the premises and face criminal charges.

29. Certain areas within the Event venue may be smoke free zones. Smoking will not be permitted within the confines of these specific areas at the venue.

30. Sealed plastic water bottles will be permitted to be brought into the Event. The contents of any opened plastic water bottles will not be permitted into the venue.

### **Privacy**

31. In order to purchase your ticket, we may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket allocations. We may also need to disclose your personal information as required by law or as permitted under the Privacy Act.

### **Trading**

32. Trading signs or other signs are not permitted without prior consent of the Bluesfest. No ticket holder shall be entitled to do any trading without the written consent of the Event organizers.

33. Tickets cannot be used as part of any marketing, media or sales promotion whether commercial or non-commercial without prior written consent of the Event organizers.

### **General**

34. Footwear must be worn at all times on the site.

35. Animals are not permitted, except in accordance with legislation.

36. Fires and fireworks are not permitted.

37. This agreement is governed by the laws of New South Wales, Australia.

20. Some ticket types may require adherence to specific guidelines that are published on the Event website from time to time. You must ensure that you meet such guidelines.

38. Any breach of any of these terms and conditions will entitle the Event organizers to evict the ticket holder from the venue and confiscate any ticket or wristband, without refund.

### **Environment and community**

39. Bluesfest Pty Ltd cares for the environment and community. Please be respectful and place any litter in the recycle or other bins provided around the venue. Be waste and water wise - thank you.

40. Please respect our town and neighbours and do not create excessive noise or litter while traveling to and from the Event.

For further information or terms and conditions please go to our website

[www.bluesfest.com.au](http://www.bluesfest.com.au)