



Garma

Garma Event Terms & Conditions

Tickets to the Garma Festival are sold by the Yothu Yindi Foundation (ABN 28 221 722 606) who is the event organiser. The following conditions are both of sale (including any resale or subsequent assignment), entry and attendance at the Event.

COVID-19 Special Terms

IMPORTANT: In light of the coronavirus (COVID-19) pandemic these special terms and conditions have been implemented to keep our event COVID safe for all attendees and mitigate the risks of community transmission to the public. All other terms and conditions continue in full force and effect.

When you must stay at home

- A. You must stay at home and must not attend the event if you:
1. are required to self-isolate or quarantine (and the event falls within the isolation/quarantine period due to:
 - i. being a confirmed case of COVID-19; or
 - ii. having close contact with a confirmed case of COVID-19; or
 - iii. living in or having been in a high risk or a declared hot spot area within Australia; or
 - iv. having returned from overseas
 2. have COVID-19 symptoms, have been tested for COVID-19 and are awaiting test results (and the event falls within the period of awaiting test results). The symptoms of COVID-19 include fever, cough, sweats, sore throat, shortness of breath, runny nose and loss of sense of smell.
- B. You must communicate these requirements to members of your booking party which apply to them as well.

Purchasing tickets

- Tickets will be issued in a digital PDF format and emailed to ticket purchaser.
- Tickets will be released 14 days before the event providing that all ticket holders have answered the health check questionnaire and updated their contact details for contact tracing purposes.
- Patrons agree that all contact information will be available to public health officers upon request.
- YYF will not share contact information with any third party other than the relevant health authority.
- Patrons must either print PDF ticket/s or ensure that their ticket/s are available on their phones for scanning.
- No tickets will be mailed or held for collection at the venue.

Ticket Exchange or refund in relation to COVID-19

- We are offering additional flexibility through our refund policy at this time, having regard to the uncertainties posed by COVID-19 and to encourage you and the members of your booking party to comply with the stay at home requirements in clause A.

- You will be entitled to a full refund or transfer your ticket if you or a member of your booking party falls into any of these categories:
 - a. You or they are required to self-isolate or quarantine (and the event falls within the isolation/quarantine period due to:
 - being a confirmed case of COVID-19; or
 - having close contact with a confirmed case of COVID-19; or
 - living in or having been in a high risk or a declared hot spot area within Australia; or
 - having returned from overseas
 - b. You or they are unable to travel to attend the event due to border restrictions or from a declared hot spot.
 - c. You or they have COVID-19 symptoms, have been tested for COVID-19 and are awaiting test results (and the event falls within the period of awaiting test results). The symptoms of COVID-19 include fever, cough, sweats, sore throat, shortness of breath, runny nose and loss of sense of smell.

You must contact YYF as soon as possible if you or a member of your booking party falls into any of these categories.

At the event

- The patron is responsible for having their ticket/s available on their phone or printed out, with the barcode or QR code visible for scanning at the gate. In the event that the guest/s are unable to scan their ticket, their details will be manually recorded at the gate before entry.
- Patrons must not attend if they are sick or have been overseas or travelled to the event from a declared hotspot within 14 days prior to the event.
- Patrons may be asked health screening questions on arrival.
- Patrons who are unwell, or who have a high temperature, will not be able to attend the event.
- Patrons agree to abide by all social distancing and health protocols whilst on-site and travelling to the event.
- Patrons agree to follow the instructions of the event staff at all times.
- If patrons do not comply with protocols or authorized requests, they will be asked to leave immediately without refund or further recourse.
- Refunds or exchange of tickets will be available to any guest who has developed any COVID-19 symptoms after the purchase of tickets or has come into contact with anyone who is symptomatic or is a confirmed case.
- Patrons acknowledge that while the Garma event organisers have taken all reasonable health and safety precautions to keep all guests on-site safe, patrons enter the site at their own risk without recourse to claim against YYF regarding health outcomes.
- You and your booking party may be refused entry or required to leave the event site if you or they
 - a. refuse to comply with any COVID-19 safety protocols or requirements notified you by the Yothu Yindi Foundation;
 - b. refuse to comply with any reasonable health and safety directions given by event staff and or event volunteers;
 - c. refuse to provide contact tracing information to the Yothu Yindi Foundation on request;
 - d. are exhibiting symptoms of COVID-19, as notified or assessed by event staff. These include fever, chills or sweats, cough, sore throat, shortness of breath, runny nose or loss of sense of smell;
 - e. have been tested for COVID-19 and are awaiting test results; or
 - f. are required to be in self-isolation/quarantine due to:
 - being a confirmed case of COVID-19; or
 - having close contact with a confirmed case of COVID-19; or
 - living in or having been in a high risk or a declared hot spot area within Australia; or
 - having returned from overseas

In these circumstances, tickets will not be exchanged or refunded unless required by law
- Patrons may be required to wear a mask in the designated Garma airport transfer vehicles whilst travelling to and from the event and some circumstances onsite at the event in enclosed areas where it may be difficult to social distance. Children under

the age of 12 and those who have a medical exemption will not be required to wear a mask however we do encourage that you maintain a high standard of hygiene and social distance where possible.

- We ask that you and each member of your booking party make a reasonable assessment of your health status before attending our event.
- You must notify the Yothu Yindi Foundation immediately if you or any member of your booking party develop any symptoms of COVID-19 within 14 days of attending the event. You can contact us by calling the office 08 89455055.
- It is recommended that all patrons keep up to date with any changes by visiting the [NT Coronavirus](#) website and strongly advise that patrons download the [COVID safe app](#) before travelling to the event.

General Ticket terms and conditions

'You' and 'your' refers to the customer. 'We', 'us', 'our', 'Garma', "YYF" and 'event organiser' refers to the Yothu Yindi Foundation, its employees, contractors, volunteers and authorised persons. This agreement means these terms and conditions and any other conditions specified by us on our website and booking forms.

All bookings and ticket purchases are *transferable and *refundable (***conditions apply**) refer to the cancellation and refunds policy below.

We reserve the right to cancel or postpone the event for any reason. If the cancellation or postponement is in advance of the event, we will provide a refund or offer a transfer of the ticket to the rescheduled date(s) or provide an alternative for an online event. For reasons other than event cancellations or postponements or illness from COVID-19, all refund requests will be subject to the **Garma cancellation and refund policy**. Garma is an all-weather event, no refunds will be made if you choose not to attend due to inclement weather. You should carefully consider the refund and cancellation policies of travel, accommodation and other goods and services providers when planning to attend the event. You may also wish to consider taking out a relevant insurance policy to cover for any losses in the event of cancellation, rescheduling or if you are unable to attend the event for personal reasons.

1. 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.
2. We reserve the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, and audience capacity.
3. Tickets cannot be used as part of any marketing, media or sales promotion whether commercial or non-commercial without the prior written consent of the event organiser.
4. 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(s) 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. You can view our [privacy policy](#).
5. This ticket will be recognized and accepted as your permit to enter Aboriginal land during the event period only. All guest must read, understand and agree to the [Terms & Conditions of Permits](#) when booking online.

Garma cancellation & refund policy

1. Registrants cancelling **before** 31 May 2021 - will receive a 50% refund of the ticket cost only or 50% of the "time to pay" paid instalments. Excluding any credit card or payment fees at the time of booking.
2. Registrants cancelling **after** 31 May 2021 - no refund will be given.
3. Registrants cancelling due to medical reasons - will receive a full refund inclusive of any services fees paid, registrants must provide evidence of medical documentation(s). (**Refer to the table below for conditions**).

4. Registrants wanting to transfer their ticket to another guest may do so. Ensure that you rename the ticket(s) and update the travel details on your members portal before the event.
5. COVID-19 refund policy please refer to the Ticket exchange or refund in relation to COVID-19 policy noted above.
6. All refund requests must be sent in writing and emailed to: admin@garmafestival.com.au

What We will refund?	What will We not refund?	Evidence required
<p>Illness/injury</p> <p>means an illness or accidental injury to You or a member of your Immediate Family. And anyone with COVID-19 or flu like symptoms</p>	<ul style="list-style-type: none"> • If you cannot produce a Doctor's letter or medical certificate for the illness or injury. 	<ul style="list-style-type: none"> • Doctor's letter or medical certificate confirming the illness or injury occurred after the purchase of your ticket and before the date of the event.
<p>Pre-existing Medical condition</p> <p>means a pre-existing medical condition that you are aware of at the time You made the Booking that would not normally preclude You from participation and use of the booking.</p>	<ul style="list-style-type: none"> • Where publicly available guidelines concerning Your pre-existing medical condition would normally preclude You from participation in or attendance at the Event. • Where you have been advised before the booking by a Doctor or medical professional that You should not participate in an event such as the booked event. 	<ul style="list-style-type: none"> • Doctors letter or Medical certificate dated after the purchase of your tickets and before the event.
<p>Pregnancy complication</p> <p>means a complication of pregnancy You were unaware of at the time of the booking and which results in You being unable to use, participate in or attend at the event.</p>	<ul style="list-style-type: none"> • Normal pregnancy • If You received advice from a Doctor or Medical professional before making the booking that You should not engage in the event 	<ul style="list-style-type: none"> • Doctors letter or medical certificate.
<p>Death</p> <p>means Your death any time prior to the event or the death of an Immediate family member or any person (s) in the group due to attend the event with you, up to 4 weeks prior to the date of the event</p>	<ul style="list-style-type: none"> • The death of a person that is not an immediate family member or any person (s) that are not in the Group due to attend the event with you 	<ul style="list-style-type: none"> • A death certificate

Conditions of Entry

1. Entry to the event may be refused if the authenticity or validity of a ticket is questionable. Guests arriving without a pre-purchased ticket will be refused entry unless prior arrangement has been made by the event organiser. Patrons will have to pay for a day pass at the gate for entry and no camping or meals will be supplied.
2. You may be denied entry into, or removed from, the event where the event organiser has reasonable grounds to do so, including if you breach these Terms and Conditions, or if you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event for other patrons.
3. You may be required to submit to a search of your person and/or possessions before entering the event. Glass, alcohol, weapons, fireworks, illegal substances or any item the event organisers consider may be used illegally or offensively will be confiscated. Refusal to consent to search will prevent entry to the event, and tickets will not be refunded.
4. Wristbands will be attached at the gate and must be worn at all times for the

duration of the event.

5. Still & video cameras (not professional) are permitted and images or recordings visual and/or audio may be only used for private purposes and not for public display unless you have approval from our Director of Media to use the images or recordings for public display. Media requests are to be in writing and sent to media@yyf.com.au. By attending the event, you consent to be included in any film and/or sound recordings of the event that may take place and from time to time these recordings may be used by the event organiser.
6. Animals are not permitted, with an exception for Service Guide dogs only.
7. 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 conditions or warranty which cannot be excluded or modified, that the 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.
8. 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, electronic devices or other personal items) brought to or purchased at the event by you or your invitees.
9. You will be liable for any loss or damage caused at the event by you or your invitees.
10. 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 a disorderly, offensive, threatening or inappropriate manner towards any person.
11. The event is open to all ages. Children who attend the event must be supervised by an adult at all times. Children who behave in a disorderly, disruptive or inappropriate manner may be asked to leave if their behaviour is not contained by the supervising adult.
12. Patrons are not to go past the marked boundaries of the Gulkula camping site without permission from the event organisers.
13. Alcohol and illicit drugs are banned at this event. Alcohol or illicit drugs cannot be brought, consumed or supplied to other patrons. Police and onsite security will be actively patrolling the site and anyone in breach of this policy will be immediately escorted from the event and patrons may be subjected to criminal charges.
14. Smoking is only permitted in designated smoking areas of the site. Smoking outside of these areas is strictly prohibited.
15. The whole site is a Glass Free Zone. No glass is to be brought into any part of the venue including the car parks, public areas and camping areas. Please do not bring glass into the venue – consider your fellow Garma patrons' feet – as glass and soft tissue do not mix.
16. Trading signs or other signs are not permitted and/or any ticket holder(s) entitled to do any trading without the written consent of the event organiser.
17. Fires are only permitted within fire circles as set out by the event organisers. Wood is provided for these fires and must not be sourced from outlying areas. Do not collect firewood or start a fire circle onsite without the prior consent of the event organisers.

18. The Yothu Yindi Foundation cares for the environment and community. Please be respectful and place any litter in the bins provided around the venue. Do not burn rubbish in fires and be waste and water-wise. We thank you in advance for your co-operation.
19. Please respect our community and do not create excessive noise or litter while travelling to and from the event or whilst camping or visiting onsite.
20. Roadways and designated trails must be kept clear. Public road rules apply, and you must obey all traffic signs. No public vehicles are allowed onsite during the event unless prior arrangement has been made with the event organiser.
21. This agreement is governed by the laws of the Northern Territory, Australia.

By registering as a guest, you abide and accept the terms and conditions of this policy.