

# ROCKHAMPTON AGRICULTURAL SHOW TICKETING TERMS AND CONDITIONS:

This ticket is sold on behalf of Rockhampton Regional Council (“Council”) who is responsible for delivery of the Rockhampton Agricultural Show (“Event”).

Tickets are sold subject to the following terms and conditions:

1. All tickets are non-refundable and non-exchangeable except in accordance with the applicable laws in the region of purchase.
2. Children under 5 years receive free general admission access with a paying adult. Free children’s tickets must be selected during the ticket purchase process. Children 4 years and under must be accompanied by a responsible adult at all times whilst inside the Event site.
3. Council reserves the right to withdraw, reschedule or substitute shows and may vary advertised programs, prices and venues.
4. Ticket must be presented on arrival at the entry gate. Tickets can be printed or displayed via mobile phone.
5. Entry may be refused if tickets are damaged or defaced in any way or are not purchased through an authorised point of sale.
6. Pursuant to your booking, we may need to collect and keep personal information about you including your name, address, payment details, telephone number and the names of all ticket allocations. We may need to disclose your personal information as required by law or as permitted under the Privacy Act. Our Privacy Policy outlines how we will handle your personal information.
7. The right of admission is reserved and is subject to the Event Conditions of Entry.
8. Conditions of Entry will be displayed at the entry gate.
9. Conditions of Entry include the right for the Event Organisers to inspect and search bags on entry to the Event site.
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 or inappropriate manner.
11. No alcohol or illicit drugs are to be brought into the Event site.
12. No video cameras or professional cameras are permitted on the Event site. 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.

13. The following restricted and prohibited items are not permitted into the Event:

- Glass or cans
- Illegal substances, including controlled, dangerous or illicit drugs
- Flares or fireworks
- Laser pointers
- Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends
- Projectile items, including balls, frisbees, rackets or similar objects
- Bicycles, skateboards, skates, scooters and helmets of any form
- Political or offensive materials
- Recording devices (for commercial purposes) and tripods
- Selfie sticks
- Flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m
- Eskies including motorized eskies
- Domestic animals (other than trained assistance dogs)
- Musical instruments and noise makers, including drums, whistles, air horns and loud hailer
- Other items as determined by Council that may cause injury, public nuisance or safety concerns

14. You consent to be included in photographs, film and sound recordings of the Event and for these photographs and recordings to be used by Council during or after the Event, including for promotional purposes.

15. At its absolute discretion, Council may impose COVID-19 requirements on the Event. You must adhere to any Council and Queensland Health COVID-19 requirements at all times (including any change to requirements before or during the Event).

16. 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 these conditions. However, our liability for any breach of such condition or warranty will be limited, at our option, to the cost of refunding the ticket. In no event will we be liable for any indirect, consequential, exemplary or special damages.

17. You acknowledge that neither Council nor the Event site will be responsible for any loss or damage to the property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by you or your invitees.
18. You will be liable for any loss or damage caused at the Event by you or your invitees.
19. We reserve the right to cancel or postpone the Event for any reason.
20. If the Event, or any part of the Event, is cancelled due to adverse weather or for any other cause reasonably beyond Councils control, there is no right to refund or exchange and no obligation is assumed by Council to arrange a substitute Event.
21. 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.

Council reserves the right to update, modify or change these Terms and Conditions from time to time. Any changes will be available on the Rockhampton Agricultural Show website.

# ROCKHAMPTON AGRICULTURAL SHOW CONDITIONS OF ENTRY:

Rockhampton Regional Council (“Council”) is responsible for the delivery of the Rockhampton Agricultural Show event (“the Event”).

Entry to this Event is subject to the following conditions:

- Council reserves the right to inspect and search bags brought into or out of the Event;
- Persons under 13 years must be under the direct supervision of a ticket holding parent or legal guardian at all times;
- You must not enter any restricted areas, such as back of house, performance areas, VIP and hospitality areas or any other area not accessible by the public;
- Alcoholic beverages must not be taken into or out of the Event. It is an offence for minors to purchase or consume alcohol or for persons to supply alcohol to minors. Alcohol may only be consumed in clearly marked areas of the Event;
- Patrons are only permitted to bring small amounts of food for personal consumption and sealed bottles of water into the Event. Consideration will be given to those with special dietary requirements;
- Smoking (including the use of electronic cigarettes or similar devices) is only permitted in the designated outdoor smoking areas of the Event;
- Unauthorised soliciting, collections and customer surveying is not permitted;
- You must not engage in any form of ambush marketing and must not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of any official sponsor or Council.
- No video cameras or professional cameras are permitted on the Event site. 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.
- You consent to be included in photographs, film and sound recordings of the Event. Images and footage from this Event may be used in the Council promotional material and media.
- You must follow all reasonable directions given by event staff and security
- At its absolute discretion, Council may impose COVID-19 requirements on the Event. You must adhere to any Council and Queensland Health COVID-19 requirements at all times (including any change to requirements before or during the Event).
- You must not behave in a disorderly, offensive, threatening or inappropriate manner towards other patrons or Event staff.
- You must present valid event tickets or accreditation to gain entry and re-entry.
- The following restricted and prohibited items are not permitted into the Event:
  - Glass or cans
  - Illegal substances, including controlled, dangerous or illicit drugs
  - Flares or fireworks
  - Laser pointers
  - Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends
  - Projectile items, including balls, frisbees, rackets or similar objects
  - Bicycles, skateboards, skates, scooters and helmets of any form

- Political or offensive materials
- Recording devices (for commercial purposes) and tripods
- Selfie sticks
- Flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m
- Eskies including motorized eskies
- Domestic animals (other than trained assistance dogs)
- Musical instruments and noise makers, including drums, whistles, air horns and loud hailers
- Other items as determined by the Council that may cause injury, public nuisance or safety concerns
- Breaches of any of the above conditions of entry may result in your removal from the Event. Council reserves the right to refuse entry to the Event to any patron who:
  - Does not have valid event tickets or accreditation
  - Is in possession of any prohibited or illegal objects
  - Does not adhere to the Council and Queensland Health's COVID-19 requirements
- 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 these conditions. However, our liability for any breach of such condition or warranty will be limited, at our option, to the cost of refunding the ticket. In no event will we be liable for any indirect, consequential, exemplary or special damages.
- You acknowledge that neither Council nor the Event site will be responsible for any loss or damage to the property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by you or your invitees.
- You will be liable for any loss or damage caused at the Event by you or your invitees.

# FERVE TICKETS TERMS AND CONDITIONS

## DEFINITIONS

Our, We, Us - is Ferve Tickets Pty Ltd (ABN 41 074 903 085) which includes our related entities, directors, officers and agents of 27/296 Bay Rd, Cheltenham VIC 3192 Australia  
Website - the website where you will view events and purchase tickets, usually a subdomain of ferve.tickets.

Services - the browsing, selection and purchase and delivery of event tickets and related items; management of bookings, tickets and other personal information.

## YOUR AGREEMENT TO THESE TERMS

By using our Website or Services or purchasing tickets, you agree to these terms and conditions, as well as the Event Organiser Terms and Conditions available above, and the Ferve Tickets Security and Privacy Policy available at <https://ferve.tickets/event-ticketing-by-ferve-tickets/>

## SERVICES PROVIDED

We operate and maintain a secure website and service for the sale of tickets, passes, merchandise, gift vouchers, membership, and in certain conditions, donations, for Event Organisers.

We supply payment processing, ticket generation, and other services to facilitate the sale of tickets for Event Organisers.

## ACCEPTABLE USE OF SERVICES

You agree that you will use the Website and Services provided only for their intended use, and will not abuse, disrupt, or otherwise interfere with the operation of the Service, nor engage in any illegal activity by using the Service, including hacking into the website or disrupting service by repeatedly requesting pages or content, nor use bots, spiders or other automated systems to either purchase or disrupt the purchase of tickets.

## PAYMENT PROCESSING

All payments are processed through secure card payments systems by Ferve Tickets Pty Ltd. For further information please see our Privacy and Security policy located at <https://ferve.tickets/event-ticketing-by-ferve-tickets/>. Ferve Tickets is responsible for card purchases, refunds on event cancellations, card statement enquiries, and chargebacks. Each ticket you purchase on this website may be subject to fees and charges which are non-negotiable and non-refundable in the event of a refund or cancellation. All prices are stated

in the currency applicable on the checkout where you are entering your card details.

## EVENT VARIATIONS

We cannot offer any compensation or be liable in any way for events which have any variation (including postponement) from that which is described by the Event Organiser during the on sale period. In this case you should contact the Event Organiser to discuss your concerns.

## REFUNDS

Refunds may be allowed by the Event Organiser and/or under Australian Consumer Law (if applicable). Please contact the Event Organiser to discuss your specific circumstances for a refund as any obligation for a refund rests solely with the Event Organiser. You agree that when applicable, booking fees or other surcharges for processing tickets to the original purchase are not refundable, and are a cost of supplying the Services, including the refund.

## CANCELLATIONS

Where an event is cancelled, you are entitled to a refund. When we are notified by an Event Organiser that an event is cancelled, we will work with that Event Organiser to ensure that all tickets are promptly refunded. This should be within 2-3 business days of when the event is cancelled by the Event Organiser. Once your refund is processed normal credit card processing for refunds apply, which means it may take another 3-5 business days for the refund to show on your card statement. If a refund fails to appear on your statement after that time, please contact us. If we believe the refund has been processed successfully, then you will then need to speak to the issuer of your card in order to chase up the refund.

## EXCHANGES

Exchanges of tickets may be permitted by the Event Organiser, either via self exchange on our website or via an assisted exchange over the phone.

In such a case you agree to pay any fees associated with the exchange of tickets, and that the tickets to the original event or other items purchased become null and void at the time the exchange is processed.

## INTELLECTUAL PROPERTY

You agree that the System and all non third party content contained within it is our intellectual property and is owned or licenced by us.

You will refrain from copying, modifying, re-publishing, iframing, distributing or communicating any part of the Website or Services or information contained within in any way that may infringe our intellectual property. You are given permission to download or

access content as part of the normal operation of this Website and Service.

## THIRD PARTY CONTENT

Event organisers may link to or incorporate third party content in event descriptions, images or other parts of the System. This third party content is provided 'as is', without any warranties as to the suitability of the content, or its legal use. You indemnify us against any action for the use of third party content by an Event Organizer or other party.

## RESELLING OR SCALPING TICKETS

Reselling or scalping tickets from this website is expressly prohibited and will result in termination of your access to the Services and potential legal action. Should you wish to refund tickets please contact the Event Organiser to discuss your circumstances for a refund rather than attempting to resell tickets.

## TERMINATION OF SERVICES

We may terminate or suspend your rights to use the Services we provide at any time if you breach these terms, if you misuse or abuse the Services, including for any illegal activity, or if your use of the Services would expose us to legal liability.

## INCONSISTENCY, SEVERABILITY AND SURVIVAL OF TERMS

If an Event Organiser Terms and Conditions are in conflict or inconsistent with these Ferve Terms and Conditions, then these Ferve Terms and Conditions will prevail over the Event Organiser conflicting or inconsistent terms.

All other provisions of these terms continue to survive in the case of any severability of a specific term, or the termination of your use of the Services.

## LIABILITY AND INDEMNITY

Our entire liability (including us and our related entities, directors, officers and agents) to you will be, to the maximum extent permitted by law, be limited to the fees you have paid us as booking fees, but not including credit card surcharges, which may be added depending on the organizer, for a period of not more than the preceeding 12 months. This includes for any loss or damage including direct, indirect, special or consequential loss, in tort (including if we are negligent), arising from your use of or inability to use the website or Services we provide.

Under Australian Consumer Law (when applicable), we limit the remedies available to you



to the cost of supplying the services again, or supplying the services again.

## **FORCE MAJEURE**

Where we are unable to provide services because of a force majeure event, for example, fire, flood, loss of connectivity or banking network outage, terrorist attack or war, act of God, or other disruption or disaster, we are not responsible for failure to fulfil any obligations under this contract.

## **GOVERNING LAW**

This agreement will be governed by the laws of the State of Victoria, Australia.