

ROCKHAMPTON RIVER FESTIVAL TICKETED EVENTS TERMS AND CONDITIONS:

This ticket is sold on behalf of Rockhampton Regional Council ("Council") who is responsible for delivery of the Rockhampton River Festival ("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. All attendees must purchase a ticket.
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:
 - o Glass or cans
 - o Illegal substances, including controlled, dangerous or illicit drugs
 - o Flares or fireworks
 - o Laser pointers
 - o Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends

- o Projectile items, including balls, frisbees, rackets or similar objects
- o Bicycles, skateboards, skates, scooters and helmets of any form
- o Political or offensive materials
- o Recording devices (for commercial purposes) and tripods
- o Selfie sticks
- o Flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m
- o Eskies including motorized eskies
- o Domestic animals (other than trained assistance dogs)
- o Musical instruments and noise makers, including drums, whistles, air horns and loud hailers
- o 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 River Festival website.