



Whalesong Festival Terms and Conditions

YOUR PERSONAL INFORMATION:

- Pursuant to your booking, the Promoter 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 holders. The Promoter may also need to disclose your personal information as required by law or as permitted under the Privacy Act 1988 (Cth). If you have any questions about how Promoter will handle your personal information, please contact the event organisers.

EVENT TICKETS:

Entry to the ticketed Events requires one of the following combined with a valid photo ID:

A valid bar-coded ticket;

A valid bar-coded print-at-home PDF ticket;

A valid bar-coded Passbook ticket (electronic ticket on mobile device) issued by the Authorised Ticketing Agency.

The Event gate staff will exchange your ticket for your wristband upon entry.

Damaged or defaced Event tickets. If your ticket is damaged, please bring the ticket, ID, and your evidence of purchase to the event staff at the entrance. The authorised ticketing agency is Humanitix

WRISTBANDS or WHALE STAMP:

The Festival has some ticketed events and as such a ticket must be purchased and in your possession to enter the Event. You and/or your belongings may be searched prior to entry. You will receive a wristband/whale stamp once your ticket is viewed. You must wear your wristband/whale stamp at all times during the Event. Removing or losing your wristband/whale stamp will result in your eviction from the Event without refund. If your wristband/whale stamp shows evidence of being tampered with you will be removed from the event without refund. If you are found carrying a loose wristband (not on your wrist), this will be confiscated, and you will be removed from the event.

TICKET RESTRICTIONS:

Event tickets may not, without the prior written consent of Promoter, be re-sold or offered for resale at a premium (including via online auction sites), used for advertising, promotion or other commercial purposes (including competitions and trade promotions), used to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If an Event ticket is used in breach of these condition, the Event ticket may be cancelled without a refund and the bearer of the Event ticket may be refused admission. The Promoter will use reasonable efforts to notify you of such action. Ticket Purchase Limits are issued by the Promoter. The promoter reserves the right to cancel any tickets obtained above the purchase

limits in any one transaction or by any one customer. If you exceed the stated ticket limit, you may have all or any of your order and tickets cancelled without notice by Promoter in its discretion. This includes orders associated with the same name, email address, billing address, credit card number or other information.

SEARCH ON ENTRY:

It may be a condition of entry to one of the Events that a search of you and/or your possessions be required at the time of entry and at any time throughout the event as deemed necessary (within the law) by security, police or authorised event staff. If you do not consent to such searches, you may be denied entry to the Event or ejected from the event, without refund. Any Prohibited Items will be confiscated. Confiscated items will not be returned, replaced or reimbursed. The Promoter reserves the right to refuse entry to any persons who attempt to smuggle prohibited items into the event.

SMOKING POLICY:

The Event operates a Non-Smoking policy across the event sites and the surrounding areas.

RECORDING AND PHOTOGRAPHY OF THE EVENT BY PROMOTER:

You consent to be included in official photography, film and sound recordings of the Event and for these recordings to be used by the Promoter and/or any of its authorised representatives and contractors in any medium or context without further authorisation by, or compensation to, you.

BEHAVIOUR:

You must ensure that you act in an orderly and respectful manner when attending any of the Events. The Promoter may refuse entry or evict you if you are behaving in a disorderly, offensive or inappropriate manner.

DRUGS:

If you are found supplying, consuming or in possession of illicit drugs you will be removed from the Event, without refund, and will be referred to police.

PROMOTER'S LIABILITY:

The services provided by the event organisers and promoters will be rendered with due care and skill to the extent required by Section 60 of the Competition and Consumer Act 2010 (Cth) and applicable similar state legislation. Apart from such statutory liability, the Promoter and the owner and/or lessee of the Event Site will not be liable or responsible for any injury, damage or loss suffered or incurred by you or any person entering or when you enter or are on any of the Event Sites whether caused by the negligence of Promoter or that of the owner and/or lessee of the Event Site (or their respective employees, contractors or agents), whether arising in tort, contract, bailment or otherwise – all such injury loss or damage to person or property is at your own risk.

INDEMNITY:

You agree to indemnify the Promoter/event organisers and owner and/or lessee of the Event Sites against any loss or damage Promoter and/or Event Sites owners and/or lessee may suffer arising out of your negligence or breach of the Event T+Cs. Release: to the full extent permitted by law, you waive all legal rights of action against and fully release Promoter/event organisers

and owner or lessee of the Event Sites (and their respective executive members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss for any default, failure or negligence (to the extent permitted by law) in relation to entry to and presence on the Event Sites. Risk: entry to the Event Sites is at your own risk. To the extent permitted by law, the Promoters takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by your failure to follow Promoter's directives.

In the event of injury or illness, the Promoter may, at your cost, arrange medical treatment and/or emergency evacuation as deemed essential for your safety.

ENFORCEABILITY:

Any provision of these Event T&Cs which is or becomes unenforceable shall not invalidate the other provisions of these Event T&Cs.

REFUND AND CANCELLATION POLICY:

To the extent permitted by law and subject to these Event Terms, the event organisers reserve the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, the entry and exit times, the amenities, the facilities, the attractions, and the entertainment at their discretion without prior notification, subject to these Event Terms. You acknowledge that the event organisers do not make any representations or warranties in respect of the aforementioned factors, and you have not relied on any representations or warranties by Augusta Whalesong regarding the above in connection with your purchase of an Event Tickets. Event organisers may deny admission to the Venues (including admission to a particular performance or area in the Venues) in accordance with the Event Terms or otherwise in its absolute discretion. Except where required by law or otherwise provided under these Event Terms, there will be no refund of any Event Tickets or for any unused portion of an Event Ticket. This includes but is not limited to where there has been a variation to the Event, if you are refused entry to or evicted from the Venue by Event Staff in accordance with the Event Terms, if you fail to attend the Event, if you arrive after the commencement of an Event, or if you leave a Venue prior to the conclusion of the Event. If the event cannot take place (in whole or in part) due to an event, circumstance, or situation outside of the Event organisers reasonable control (including but not limited to any act of God, global pandemic, natural disaster, fire, flood, council or government sanction or order, actions or decisions of police or other authorities, act of terrorism, war or industrial action, or cancellation by the Venue owner, lessee or controller) ("Force Majeure Event") then the event organisers may, at their sole discretion postpone an Event. If an Event is postponed, you will be entitled to request a refund provided such request is made within fourteen (14) days of the public announcement of the new Event date. For the avoidance of doubt, refunds will not be provided automatically in the event of postponement and you will not be entitled to a refund if you fail to make a request within the required fourteen (14) day period. You must follow the instructions provided by event organisers to request a refund under this clause. If the Event is cancelled by Augusta Whalesong or event organisers due to a Force Majeure Event, then the event organisers will grant a refund available from the point of purchase. You should direct any queries in relation to a refund under this clause to Humanitix. The parties acknowledge that COVID-19 is impacting various regions globally. The parties agree that where it is impossible or unreasonably impractical for the Event to take place due to any cause or event in connection with COVID-19, it shall be treated as a Force Majeure Event in accordance with the above clause, regardless of whether the parties could have

reasonably foreseen the risk of such Force Majeure Event at the time of purchase of the Event Ticket.

POLICE PRESENCE:

There may be police (plain clothed and /or uniformed) and police dogs in operation at any of the event locations