

# Event Terms and Conditions



Throughout these Terms, the terms “ADCSA”, “we”, “us” and “our” refer to the Australia Day Council of South Australia and its associated entities, and “you” refers to the individual or business purchasing tickets or attending Events.

## 1. Event Booking and Ticket Purchase

- 1.1. A list of upcoming Events, and ticket and table prices are available on our website.
- 1.2. In addition to the ticket price, you will be required to pay any booking fee specified on our website or, on our ticketing agent's website.
- 1.3. Ticket prices are subject to change, and ADCSA will use best endeavours to inform you if there is a change.
- 1.4. You may make a booking and/or purchase a ticket for an Event:
  - 1.4.1. online via our website; or
  - 1.4.2 via the link contained within an invitation email from ADCSA or our ticketing agent
- 1.5. Your booking is confirmed when you receive an email notification and receipt from ADCSA or our ticketing agent. We will maintain a list of confirmed and paid up attendees for each Event, and you may gain entrance to the Event by presenting your ticket.

## 2. Refunds, Credits and Transfers

- 2.1. All ticket sales and table bookings are final. No exchange, credit or refund will be given except in the case of a cancelled or rescheduled event (see section 3). For clarification, you are not entitled to a refund if:
    - 2.1.1. you did not enjoy the event;
    - 2.1.2. you are no longer able to attend the event;
    - 2.1.3. you arrive late or are refused entry for any reason; or
    - 2.1.4. there are changes to the program
  - 2.2. A ticket or table booking is transferrable to another person on the following conditions:
    - 2.2.1. guests log back into the ticketing agent's link using their individual log in, retrieve their booking and make the necessary changes to their booking. This condition is applicable to non-member/Corporate Club purchased tickets only.
    - 2.2.2. the request is submitted at least 72 hours prior to the event.
- ADCSA reserves the right to refuse entry if a replacement guest arrives at the event without the ticket being transferred via this procedure.

## 3. Event Cancellation or Postponement

- 3.1. Sometimes events are cancelled, varied or postponed due to situations which affect the speaker, or for other reasons outside of our control (for example, COVID-19). If an event is cancelled or postponed by ADCSA, you may, at your option:
  - 3.1.1. obtain a credit for the ticket price to put towards another Event held by ADCSA; or
  - 3.1.2. obtain a full refund of the ticket price (excluding the booking fees charged by our ticketing agent).
- 3.2. ADCSA reserves the right to add, withdraw or substitute any performer or speaker associated with the event, vary programming, audience capacity and door opening and closing times.
- 3.3. We will use reasonable endeavours to notify ticket holders of a cancellation, variation or postponement by sending an email to all ticket holders and putting a notice on our website;

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however the responsibility to ascertain whether an event has been cancelled, varied or postponed is yours. We do not guarantee that ticket holders will be informed of a cancellation, variation or postponement before the date of the event.

## 4. Event Conduct

4.1. You are expected to behave in a professional and appropriate manner at all Events. We reserve the right to refuse entry or require you to leave if your behaviour is deemed unacceptable.

4.2. You acknowledge that cameras, audio and video recorders may not be permitted at certain events. ADCSA will advise whether this is the case at each event.

4.3. ADCSA films and/or photographs every event. You consent to being filmed or photographed by ADCSA (or its representatives) and to ADCSA using your name, likeness, image and/or voice in such photographs or films for the purpose of promoting our events, services and products. No remuneration is payable for such use.

4.4 You acknowledge that ADCSA (and its representatives) will not be responsible for any loss or damage to any property brought to the Event.

## 5. Limitation of Liability

5.1. To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at Events.

5.2. Where our liability cannot be excluded, such as in relation to Consumer Guarantees under the Australian Consumer Law or other prescribed terms under legislation, our liability for breach is limited to the face value of the ticket purchased by you, minus any relevant booking fees.

## 6. Miscellaneous

6.1. These Terms shall in all respects be governed by the laws of South Australia, Australia. You submit to the exclusive jurisdiction of the courts in South Australia to determine any matter or dispute which arises under these Terms.

6.2. If any provision of these Terms is deemed invalid or unenforceable, all or part of that provision will be severed from the Terms and will not affect the enforceability of the remaining provisions of the Terms.

6.3. No waiver of any Term shall be deemed a further or continuing waiver of such Term or any other Term. Any failure to assert any right under the Terms shall not constitute a waiver of such right.

6.4. These Terms constitute the entire agreement between ADCSA and you in relation to the Events.