

Terms & Conditions Sparkling SYDNEY

Event Terms and Conditions are binding

The Event Terms and Conditions form a contract between Grape Productions Pty Ltd (ACN 638 891 899) (**Sparkling SYDNEY**) and anyone holding (or using) a ticket or Festival Currency Wristband to the **Sparkling SYDNEY 2022** Event (the **Event**) at Pirrama Park, Pyrmont (the **Venue**) or otherwise attending the Event (without a valid ticket or Festival Currency Wristband).

When you purchase a ticket to the Event (**Ticket**) or when you attend the Event, you agree to comply with, and to procure that anyone else holding (or using) a Ticket or Festival Currency Wristband for the Event that you have purchased will comply with, these terms and conditions, any other requirements or rules that are published on the **Sparkling SYDNEY** website in relation to the Event, displayed at the Event, or otherwise announced, published or communicated by **Sparkling SYDNEY** at any time in any way in connection with the Event (including but not limited to terms and conditions relating to your use of the Festival Currency Wristband and your entitlement to any refund of cash loaded onto your Festival Currency Wristband), any terms and conditions of any ticket merchant through which tickets to the Event are sold or distributed, and any terms and conditions of use of the Venue required by City of Sydney (Venue landowner) or other relevant authorities (together, the **Event Terms and Conditions**). Admission to the Event is conditional upon compliance with the Event Terms and Conditions.

COVID-19

All Ticketholders must comply with Government COVID-19 requirements in place at the time of the event. Unless required by law, refunds will not be available for failure to comply.

Due to the uncertain nature of Covid-19, **Sparkling SYDNEY** may need to make changes to the Event details and/or these General Terms and Conditions from time to time to reflect the latest public health updates and best practice.

For the safety and wellbeing of all patrons and staff, you must not come to the Event if you:

- feel unwell or if you are displaying any of the Covid-19 symptoms as identified by NSW Health from time to time (such as fever, cough, sore/scratchy throat, shortness of breath, loss of smell or loss of taste);
- you are Covid-19 positive;
- are required to self-isolate or quarantine as required by the current NSW Public Health Order;
- have been in contact with a confirmed case of Covid-19 and you are required to self-isolate according to the current NSW Public Health Order;
- have returned from overseas or have visited a “positive Covid-19 case location” as outlined by NSW Government and you are required to self-isolate according to the current NSW Public Health Order;

Entry and Attendance

You must check-in to the event using the Service NSW Covid-19 Check-in App.

Whilst attending **Sparkling SYDNEY** you must:

- at all times adhere to the COVID-Safe Plan applicable to the respective Event;
- practise physical distancing at all times and follow the directions given by the **Sparkling SYDNEY** Event Personnel as well as signage and markings;
- follow NSW Health etiquette for coughs and sneezes – use a tissue or your elbow, dispose of tissues promptly and hygienically, and practise safe hand hygiene.

You must possess a valid Ticket and present that Ticket at the Venue’s access point for scanning to access the Venue. Upon scanning of your Ticket, you have the option to purchase our digital currency and upon request will receive a **Festival Currency Wristband** (fees apply).

While at the Venue, you must comply with all reasonable directions given by **Sparkling SYDNEY** Event personnel, its sub-contractors and others involved in organising and conducting the Event, including security staff, hospitality and bar and wait staff, traffic management and local government, NSW Health, Police, fire or ambulance personnel and other emergency services operators.

You can only access the Venue if you are 18 years of age or more, and you must provide to Event Personnel identification when requested. Whether Event Personnel accept your proof of identification as valid proof of your age, is entirely in their discretion.

Event Personnel can refuse entry to, or evict any person from, the Venue if, in their discretion, you are in breach of the Event Terms and Conditions or are otherwise unqualified for entry to the Event or to continue attending the Event. Without limitation, unaccepted identification, anti-social behaviour, inebriation, drug use, disorderly or abusive behaviour, and safety or regulatory concerns, are all reasons for which you can be evicted or not allowed entry into from the Event.

At the Venue you must wear a Festival Currency Wristband on your wrist at all times. Lost, damaged, stolen or destroyed wristbands will not be replaced, except in the absolute discretion of and under any conditions imposed by **Sparkling SYDNEY**. If you remove, tamper with or deface your wristband, it can be regarded as invalid and will not be replaced. It may be possible to buy a new Festival Currency Wristband at the Venue, but that facility is not guaranteed.

You may be subjected to a search request by Event Personnel, with which you must comply. If you don't comply, you can be evicted from or denied entry to the Event.

For public safety and other reasons, there is a range of items that you are prohibited from bringing to the Event. If you bring a prohibited item to the Event, you may be evicted, and the item may be confiscated. If your item is confiscated, it may be cloaked and may be collected by you at the end of the Event.

Prohibited items, include but are not limited to:
Alcohol and non-alcoholic drinks, including water bottles

Drugs and illicit substances

No Glass

Chairs, tables, umbrellas, shelters

Weapons

Fireworks, flares, laser lights or similar

Drones, segways and hover boards

Outdoor games, sporting or other equipment may be restricted at our discretion

Professional recording devices
any other item the **Sparkling SYDNEY** believes (at its discretion) could cause harm or public nuisance.

There will be a security check upon entrance and prohibited items will be confiscated. **Sparkling SYDNEY** does not take any responsibility for confiscated items.

Photography

Professional cameras or recording devices, including single-lens reflex (SLR) cameras and digital single-lens reflex (DLSR) cameras, and any other device that Event Personnel in their discretion deem a professional camera are only permitted at the Event with written permission from **Sparkling SYDNEY**. You must present a copy of this written permission from **Sparkling SYDNEY** upon request by Event Personnel. Personal cameras are permitted at the Event, provided that any photographs, audio and audio-visual recordings taken on such devices are used for private and personal use only, and are not made available for sale, nor made available to or transmitted to the public.

Patron Recording & Photography

By attending the Venue, you consent to Event Personnel making audio, audio-visual and photographic recordings of you at the Event, in their absolute discretion. You assign to **Sparkling SYDNEY** all right, title and interest you may have in any such recording made by Event Personnel. Event Personnel can use that material as **Sparkling SYDNEY** sees fit, including for promotional purposes associated with **Sparkling SYDNEY** and other affiliated events and its sponsors' activities, including advertising, marketing and promotions. You will have no entitlement to compensation or any other claim in relation to such use, and you consent to the re-contextualisation or other use of such material in such a way as **Sparkling SYDNEY** or its licensees see fit, throughout the world.

Medical

Sparkling SYDNEY will make available some third-party medical services at the Event. If Event Personnel arrange medical treatment or emergency evacuation at the Event (in their absolute discretion) for you which incur additional costs, such services will be at your sole expense.

You enter the Event entirely at your own risk and you are responsible for the safety and security of all your belongings carried into the Venue. You release **Sparkling SYDNEY** from any responsibility for any loss, damage or theft of, or to, your possessions or property at the Venue.

Cancellation and Refunds of Tickets

Sparkling SYDNEY can, in its discretion and without notice to you, determine the nature and variety of stalls, exhibitors, entertainment, amenities, and other features of the Event, and vary the date, access, exit times and any other aspect of the Event.

Except to the extent required by law, or to comply with the Ticketing Code of Practice published by Live Performance Australia (the **TCP**), **Sparkling SYDNEY** will not refund any Ticket, whether or not there has been a variation to the Event, or you are evicted from or refused entry to the Event in accordance with the Event Terms and Conditions.

If the Event is cancelled for any other reason, refunds of the ticket price, **may** be processed, other than as required by law or the **TCP**, at **Sparkling SYDNEY's** absolute discretion.

This is an all-weather event. No refunds will be made if you choose not to attend due to inclement weather.

Cancellation or Postponement

We reserve the right to cancel or postpone the Event for any reason.

In the event of a cancellation or postponement due to Government order or for public safety, **Sparkling SYDNEY** reserves the right to reschedule the Event and offer a ticket transfer to the next event (currently Saturday 26 November 2022).

Sparkling SYDNEY will provide a new date, if we have to postpone due to COVID-19, and all tickets will remain valid and transferred to the new date (currently Saturday 26 November 2022). If you cannot attend the new date, you will receive a refund of the ticket price.

In the event of a reschedule, ticket holders will be contacted directly via email by **MOSHTIX** and presented with options to receive an exchange to the rescheduled event, or to request a refund. You will have 28 days to respond.

Failure to notify us of your selection within 28 days of the email being sent by MOSHTIX we will infer that you select to have your tickets exchanged to the rescheduled event.

As the ticket purchaser you are responsible for communicating information to the other members of your group.

COVID-19

Under the LPA Code of Practice, **Sparkling SYDNEY** is not required to offer a refund, exchange, or credit if:

- o A ticket holder is well and does not wish to attend an Event due to fears of exposure to Coronavirus (COVID-19); or
- o A ticket holder is unwell and does not attend an Event (other than due to Coronavirus (COVID-19) illness or symptoms which can be proven by display of a positive or negative COVID-19 test result); or
- o A ticket holder is from a group at a higher risk of Coronavirus (COVID-19); or
 - o A ticket holder is denied entry into the Event for reasons which were disclosed to the ticket holder in the ticket terms and conditions at the time of sale. For example, these reasons may include (but not be limited to) non-compliance with mandatory mask wearing or unwillingness to provide personal contact information when requested; or
- o The ticket holder attends the performance and subsequently leaves part way through due to feeling unwell.

If your reason for not attending the Event is due to COVID-19 illness or symptoms and/or in the event of a mandated requirement to self-isolate and/or mandated border closures and can be supported with the evidence of COVID-19 positive or negative test result and/or sufficient evidence proving your inability to travel due to Government order at the time of the event, your ticket will be transferred to the next scheduled **Sparkling SYDNEY** event date (currently Saturday 26th November 2022). Refunds will be at the discretion of **Sparkling SYDNEY** based upon by laws and/or the **TCP**.

The Event Organiser may reserve the right to refuse remedy if:

1. There is no current Government order restricting entry into NSW and/or without having to mandatory quarantine, at the time of the event.
2. It cannot be proven by Government order that you were restricted to travel into NSW or at the time of the event.
3. Requests are not made within 14 days from the date displayed on your entry ticket.

This is an all-weather event. No refunds will be made if you choose not to attend due to inclement weather - If the event is

unable to proceed on the advertised date or location by Government order or in the interests of public safety, **Sparkling SYDNEY** reserves the right to reschedule the event, and offer a credit or exchange to the rescheduled date rather than a refund.

We reserve the right to charge a fee for the replacement of lost, destroyed or stolen tickets. Please treat your ticket as you would money or other valuables. You will be issued a wristband in exchange for your valid ticket at the gate. 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. If you have Print at Home E-Ticket(s) you will be able to update the name on your Print at Home E-Ticket(s) there may be a charge for this. Please visit www.moshtix.com.au to do this.

Release and Indemnity

To the full extent permitted by law, you waive all legal rights of action against and fully release **Sparkling SYDNEY** Event Personnel; the owners, lessees and controllers of the Venue; and the respective members, directors, officers, employees, volunteers, contractors or agents of the aforementioned (**Released Parties**) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss suffered or incurred however arising out of or in connection with (whether directly or indirectly) the Event, your attendance at or participation in the Event, including, but not limited to, liability for any negligent or tortious act or omission of the Released Parties, under any laws or regulations or for a breach of the Event Terms and Conditions.

You indemnify the Released Parties against any loss or damage any of them may suffer as a result of your wilful, negligent or reckless acts or omissions at the Event or as a result of your breach of the Event Terms and Conditions.

To the extent permitted by law (including the Australian Consumer Law), the Released Parties will not be liable or responsible for any loss, damage, injury, delays, additional expenses or inconvenience suffered or incurred by you or any person in or entering or exiting the Venue, participating in the Event or otherwise in connection with the Event whether caused by the negligence of any of the Released Parties and whether arising in tort, contract, bailment or otherwise. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of the Released Parties is limited to the minimum permitted by law.

Own Risk

Entry to the Event and the Venue is at your own risk. You understand that your attendance at the Event may carry with it certain dangers, including the risk of injury, and damage to you and your property. To the extent permitted by law (including the Australian Consumer Law), by attending the Event and entering the Venue, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Event. For the avoidance of doubt, transport to and from the Venue and any medical assistance you receive at the Event will be operated by independent parties. **Sparkling SYDNEY** is not liable for any loss or damage incurred by you in connection with such goods or services. By attending **Sparkling SYDNEY** you voluntarily assume the risks posed by **COVID-19**.

We can assign any of our rights and obligations under the Event Terms and Conditions, in our discretion. If any term or condition of the Event Terms and Conditions is void or invalid or otherwise unenforceable, then it is deemed to be severed from this contract to the extent that it is void, invalid or unenforceable, leaving the remainder of this contract in full force and effect. This contract is exclusively governed by the laws of NSW.

Cashless Event

Sparkling SYDNEY will operate a digital currency to ensure event COVID-19 compliance management, improved speed of service, increased security and ease of transactions at the vendor stalls and bars. As such, all food and drinks purchased will need to be paid for using the simple, tap-and-go Festival Currency Wristbands.

Changes to these General Terms and Conditions

Sparkling SYDNEY may amend these General Terms and Conditions from time to time by updating them on the **Sparkling SYDNEY** website. Please ensure you review the terms and conditions prior to attending the Event.