

Tour Down Under – Managed Events Terms and Conditions of Sale and Entry

The Tour Down Under (“**TDU**”) comprises events organised by the South Australian Tourism Commission (ABN 80 485 623 691) (“**SATC**”), located at Level 9, 250 Victoria Square/Tarntanyangga, Adelaide South Australia 5000, termed as ‘**Managed Events**,’ along with events managed by third-party event managers.

The TDU is a major event for the purposes of the *Major Events Act 2013* (SA) and is subject to a major event declaration.

All tickets purchased for a Managed Event are subject to:

- (a) the terms and conditions contained herein; and
- (b) terms of entry displayed on each Managed Event product webpage, in email and electronic direct mail communications regarding the Managed Event, and at the Managed Event venue,

(collectively referred to as “**Conditions**”).

A “**purchaser**” means a person who purchases a ticket to a Managed Event.

A “**ticket holder**” means a person who holds or uses a ticket to attend a Managed Event, including a purchaser where applicable.

-
1. SATC sells tickets via Ferve Tickets Pty Ltd (ABN 41 074 903 085) (“**Ferve Tickets**”), a third-party supplier. Any booking or other fees will be disclosed before purchase and apply only to the extent permitted by law.
 2. By purchasing a ticket to a Managed Event, the purchaser accepts these Conditions on their own behalf and, in accordance with Clause 19, on behalf of each ticket holder for whom they purchase a ticket. This acceptance includes the *Recreational Services Notice and Agreement* in Schedule 1 in respect of the purchaser’s own participation, where applicable, and the participation of each adult ticket holder on whose behalf they purchase a ticket. Schedule 1 does not exclude, restrict or modify the rights of a participant under 18, and no purchaser, parent or guardian accepts any such exclusion, restriction or modification on that participant’s behalf.
 3. Tickets cannot be exchanged or refunded after purchase, except where permitted by the *Competition and Consumer Act 2010* (Cth) and *Fair Trading Act 1987* (SA).
 4. SATC reserves the right to refuse entry to a Managed Event if SATC reasonably considers the ticket invalid, altered, duplicated or improperly obtained.
 5. Each ticket permits entry by one person only and must be retained and produced upon request. Once used for entry, the ticket must not be transferred to or used by another person. A ticket holder requiring a pass-out must obtain a wristband (or other pass-out authorisation as directed by SATC) and present it with a valid Managed Event ticket for re-entry.
 6. Tickets must not be resold or advertised for resale at a price which exceeds 110% of the original supply cost of the ticket, as defined in the *Fair Trading Act 1987* (SA). Any resale or advertisement for resale must comply with that Act. If a ticket is resold in breach of this clause, SATC may, to the extent permitted by law, cancel the ticket without a refund and refuse admission to the ticket holder.
 7. SATC may refuse entry to or remove a person who breaches these Conditions or any applicable law, is affected by alcohol or drugs, behaves unlawfully, offensively or disorderly, or presents a reasonable safety, security or operational risk.
 8. SATC reserves the right to add, withdraw, or substitute talent, performers, acts, or activities associated with the Managed Event, and to vary programming, seating arrangements, audience capacity, and gate opening/closing times.
 9. SATC may modify, postpone or cancel the Managed Event due to inclement weather, extreme heat, safety concerns or other reasonable operational requirements. If a Managed Event is postponed, materially changed or cancelled, ticket holders will be entitled to any refund or other remedy required by law. SATC is not required to provide a substitute event.
 10. All costs associated with the Managed Event which are not specified by SATC to be included in your ticket for the Managed Event, including (but not limited to) taxes, insurance and all other ancillary costs, are the responsibility of the ticket holder.
 11. A ticket holder must not bring into a Managed Event any alcohol, glass container, open beverage container, cooler or ice box, weapon, firework, animal (other than an assistance animal), unauthorised sign or promotional material, or

any other item that SATC reasonably considers unsafe, unlawful, offensive or likely to disrupt the Managed Event. SATC may permit an otherwise prohibited item with prior written consent. This restriction does not apply to reasonably required medicines, mobility aids, prams, strollers or other accessibility items.

12. Participants may take photographs and recordings for personal, non-commercial use. Photographs or recordings must not be used for advertising, promotional or other commercial purposes without SATC's prior written consent.
13. SATC may conduct bag searches for safety or security purposes. A person who refuses a search may be refused entry to or removed from a Managed Event.
14. Smoking and the use of e-cigarettes are not permitted at a Managed Event, in accordance with the *Tobacco and E-Cigarette Products Act 1997* (SA).
15. Personal property brought to a Managed Event is at the ticket holder's risk. To the extent permitted by law, SATC is not liable for any loss of or damage to that property.
16. Children under the age of 18 must be accompanied and supervised at all times by an adult ticket holder whilst in any Licensed Area at the Managed Event. Children under the age of 16 must be accompanied and supervised at all times by an adult ticket holder whilst in any area at the Managed Event. In this paragraph 16, "**Licensed Area**" means any area at the Managed Event where alcohol is being served, sold or consumed pursuant to the *Liquor Licensing Act 1997* (SA).
17. SATC will communicate event information using the email address provided at registration. Ticket purchasers must provide and maintain a valid email address. While SATC will use reasonable efforts to provide timely and accurate communications, it does not guarantee that communications will be received without delay or error.
18. Nothing in these Conditions excludes, restricts or modifies any rights or remedies under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.
19. A person purchasing a ticket on behalf of a ticket holder warrants that they are authorised to purchase the ticket and accept these Conditions on the ticket holder's behalf.
20. Each ticket holder indemnifies SATC and its employees, representatives and agents against third-party claims to the extent caused by that ticket holder's negligent, unlawful or wilful act or omission in connection with a Managed Event. The indemnity is reduced to the extent that the loss was caused or contributed to by the negligence of SATC or those persons.
21. SATC collects, uses and discloses personal information for registration, ticketing and delivery of each Managed Event; participant communications; safety, security and legal compliance; research and service improvement; and disclosure to service providers, government bodies and other persons as permitted or required by law. SATC handles personal information in accordance with its Privacy Statement available at <https://tourism.sa.gov.au/privacy-statement>. To request access to or correction of personal information held by SATC, contact SATC's Privacy Officer at satc.privacy@sa.gov.au.
22. SATC and its authorised contractors may photograph, film and record a Managed Event and may use those recordings to promote and report on the TDU, the Managed Event and South Australia, including through websites, social media, advertising and other promotional materials. By purchasing a ticket, the purchaser consents to the photography, filming and recording of each participant under 18 for whom they purchase a ticket, and to the use of those recordings for the purposes described in this clause. The purchaser warrants that they are either the participant's parent or guardian or have obtained the express authorisation of the participant's parent or guardian to give that consent on their behalf.
23. These Conditions are governed by the laws of South Australia, and the parties submit to the exclusive jurisdiction of its courts.
24. If any part of these Conditions is deemed illegal or unenforceable, the remainder remains in effect.
25. SATC may amend these Conditions where reasonably required for safety, legal, operational or administrative reasons. SATC will give notice of any amendment by publishing the updated Conditions on its website and will directly notify affected purchasers of any material amendment where reasonably practicable.

Schedule 1 — Recreational Services Notice and Agreement

Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify their liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify their rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights: I agree that the liability of SATC for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions

¹ Recreational services are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

² Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.cbs.sa.gov.au