

Santos Festival of Cycling – Managed Events Conditions of Sale and Entry

The Santos Festival of Cycling includes events initiated, planned, executed, controlled, and closed by: (a) the South Australian Tourism Commission (“SATC”) (ABN 80 485 623 691) of Level 9 250 Victoria Square/Tarntanyangga, Adelaide South Australia 5000 (“Managed Event(s)”); and (b) third party event managers.

All tickets purchased to a Managed Event are subject to the following conditions of sale and entry (“Conditions”). Terms of entry displayed at the Managed Event venue may also govern the ticket holder’s admission.

Conditions

1. Except to the extent permitted by the *Competition and Consumer Act (Cth)* 2010 and *Fair Trading Act (SA)* 1987, tickets cannot be exchanged or refunded after purchase.
2. Tickets remain the property of the SATC. The SATC reserves the right to confiscate tickets during the Managed Event.
3. Tickets are not transferable on or during the day of the Managed Event, must be retained always and produced if requested. A ticket holder requiring a pass-out must subject themselves to an indelible ink handstamp (or such other method as the SATC directs) which, together with a valid Managed Event ticket, must be presented to regain entry.
4. SATC reserves the right to refuse entry to, or remove from the Managed Event, any person: under the influence of drugs or alcohol; who is disorderly; engaged in offensive or inappropriate behaviour, or vandalism; who evades legal admission to the Managed Event; carrying prohibited items on their person; or with reasonable cause in its absolute discretion.
5. SATC reserves the right to add, withdraw or substitute any talent, performer, act or activity associated with the Managed Event, vary programming, seating arrangements, menus, wine and beverage lists, coach transfers, audience capacity and gate opening and closing times.
6. If the Managed Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event, performance or service.
7. A ticket holder may not make, reproduce, broadcast or use any form of still or moving picture or any sound recording (“Footage”) of the Managed Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose, without the consent of SATC. All rights in Footage vest in SATC or its nominees on creation.
8. The ticket holder may not, without prior written consent of SATC, bring any of the following to the Managed Event: alcohol; glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); any seal-broken beverage container; drink coolers or ice boxes; any structure or item capable of supporting the weight of a person including chairs, lounges, benches or stools (excluding prams and strollers); animals; musical instruments; weapons of any kind; fireworks; signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos; or any item which could reasonably be deemed to cause public nuisance or offence to the Managed Event patrons.
9. SATC reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the Managed Event.
10. Smoking and use of e-cigarettes is not permitted at the Managed Event other than in designated smoking areas.
11. The ticket holder brings personal property to the Managed Event at its own risk. SATC will not be liable for loss of, or damage to, personal property.

12. Where concession or companion cards apply to the purchase of tickets, valid proof of identity must be presented for collection of tickets and entry to the Managed Event. Student discounts and concession only apply to full-time students.

13. Children aged 18 years and under must be in the care, custody, and control of at least one adult ticket holder 18 years and over always during the Managed Event.

14. All Managed Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise the SATC (tourdownunder@sa.gov.au) of any change.

15. SATC will make reasonable endeavours to communicate with the ticket holder about the Managed Event but does not warrant that it will be able to communicate with all or any ticket holders about a matter, or that such communication will be timely, accurate or free from error.

16. Nothing in these Conditions is intended to exclude, restrict or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.

17. Where relevant, the ticket holder and any third party who purchases a ticket on behalf of the ticket holder (the "Third Party") each warrant that the Third Party has the ticket holder's full authority to act as the ticket holder's agent for the purposes of purchasing the ticket and accepting the Conditions.

18. The ticket holder releases and indemnifies SATC and its servants, officials, representatives, and agents (collectively "Associated Entities") against any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted, or omitted to be done by the ticket holder in relation to the Managed Event.

19. 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 his or her 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 his or her 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.ocba.sa.gov.au

20. SATC collects and uses ticket holder's personal information in accordance with its Information Privacy Policy Statement available at <http://tourism.sa.gov.au/privacy-statement>.

21. The ticket holder expressly consents to the recording and use of its image and/or voice ("Likeness") for the purposes of worldwide commercial exploitation of its Likeness by SATC or any entity or person authorized by SATC, in any form SATC may decide or approve and without any payment or compensation to the ticket holder. The recording of the ticket holder's Likeness may be undertaken using a variety of methods, including by television cameras and photography.

22. These Conditions are governed by, and are to be construed in accordance with, the laws of South Australia and the parties to these Conditions irrevocably submit to the exclusive jurisdiction of the courts of South Australia.

23. These Conditions, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

24. A provision or part of a provision of these Conditions that is illegal or unenforceable may be severed from and the remaining provision or parts of the provisions of these Conditions continue in force.

25. Acceptance of these Conditions is indicated by the ticket holder's purchase of and/or entry to the Managed Event.