

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 (“SATC”) (ABN 80 485 623 691), 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) (“ME Act”) 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, govern the ticket holder's admission

(collectively referred to as "Conditions")

1. SATC sells tickets via Ferve Tickets Pty Ltd (ABN 41 074 903 085), a third-party supplier. Additional charges, including booking fees between \$0.90 and \$4.50 based on the total online shopping cart price, may be incurred. Purchases over \$80 will also be subject to credit card fees aligned with Australian Competition and Consumer Commission guidelines.
2. Tickets cannot be exchanged or refunded after purchase, except where permitted by the Competition and Consumer Act (Cth) 2010 and Fair Trading Act (SA) 1987.
3. SATC reserves the right to refuse entry to a Managed Event if the authenticity or validity of a ticket is in doubt, including because the ticket has been damaged or defaced in any way, or has not been purchased directly from SATC via Ferve Tickets.
4. Tickets remain the property of SATC, which reserves the right to confiscate tickets during the Managed Event.
5. Tickets are non-transferable on the day of the Managed Event and must be retained and produced upon request. A ticket holder requiring a pass-out must obtain a wristband (or as directed by SATC) and present it with a valid Managed Event ticket for re-entry.
6. In accordance with the *Fair Trading Act 1987* (SA), tickets must not, without the prior written consent of SATC, be resold or advertised for resale at a price which exceeds 110% of the original supply cost of the ticket. If the ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the ticketholder may be refused admission.
7. SATC reserves the right to refuse entry to or remove any person from the Managed Event for reasons including being in breach of these Conditions (including the ME Act), under the influence of drugs or alcohol, disorderly conduct, engaging in offensive behaviour, vandalism, evading legal admission, carrying prohibited items, or any reasonable cause at its discretion.
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, menus, beverages, coach transfers, audience capacity, and gate opening/closing times.
9. SATC reserves the right to modify or cancel the Managed Event due to inclement weather, extreme heat, safety and/or other operational needs in accordance with policy guidelines available on the TDU website from January 2025.
10. In the event of cancellation, SATC is not obligated to arrange a substitute event, performance, or service.
11. 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 participant.
12. The ticket holder may not, without prior written consent of the 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 (other than assistance 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.

13. Recording or using any form of media (still or moving pictures, sound recordings) of the Managed Event for commercial, public advertisement, or display purposes without SATC's consent is prohibited. All rights in media recordings belong to SATC or its nominees.
14. Prohibited items include alcohol (without prior consent), glass containers, seal-broken beverage containers, drink coolers, weapons, fireworks, and items displaying commercial, political, religious, or offensive messages.
15. SATC reserves the right to conduct bag searches; refusal to consent may result in denied entry.
16. Smoking and use of e-cigarettes is not permitted at the Managed Event, in accordance with the Tobacco and E-Cigarette Products (Tobacco Product Prohibitions) Amendment Act 2023.
17. Personal property brought to the Managed Event is at the ticket holder's risk; SATC is not liable for loss or damage.
18. Children under 18 must be always accompanied by an adult ticket holder during the Managed Event.
19. All communications regarding the Managed Event will be via email; ticket holders must provide and update a valid email address.
20. SATC will endeavour to communicate with ticket holders regarding the Managed Event but does not guarantee timely or error-free communication.
21. These Conditions do not exclude, restrict, or modify any term, condition, warranty, guarantee, rights or remedies under applicable laws, including the Australian Consumer Law, which cannot lawfully be excluded, restricted or modified.
22. 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.
23. Ticket holders indemnify 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 SATC and its Associated Entities ("Loss") which is caused or contributed to by the ticket holder. The ticket holder's indemnity shall be reduced to the extent that the SATC or its Associated Entities caused or contributed to the Loss.

24. 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 the 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

25. The SATC requires ticket holder's personal information for the following purposes:
- a. processing registration and ticketing for the Managed Event (including ticket sales via SATC's third-party supplier, Ferve Tickets Pty Ltd ABN 41 074 903 085);
 - b. operating and conducting the Managed Event;
 - c. catering for Managed Event patrons;
 - d. sending ticket holders customer service emails including Managed Event confirmations and reminders;
 - e. conducting market research and analysis that helps the SATC improve and customise its products and services;
 - f. preventing or detecting unlawful behaviour, to protect or enforce the SATC's legal rights, or as otherwise permitted by law;
 - g. ensuring the security of the SATC's operations;
 - h. creating a profile about a ticket holder to help the SATC personalise its services to a ticket holder if the ticket holder has consented to SATC marketing;
 - i. sharing that personal information with: (i) third parties who supply goods and services: (A) on which the SATC's products and systems are Built; or (B) which support the operation, security, safety and delivery of the TDU including the Managed Event, (ii) government departments, agencies or other authorised bodies where permitted or required by law; and
 - j. to fulfil any other purpose expressly listed in our Privacy Policy Statement <https://tourism.sa.gov.au/privacy-statement>.
26. The SATC will manage a ticket holder's personal information pursuant to the SATC's consumer information Privacy Policy Statement which can be found here <https://tourism.sa.gov.au/privacy-statement>. The Privacy Policy Statement sets out how the SATC collects, holds, uses, and discloses personal information in relation to a ticket holder for the purposes listed above. You can gain access to, update or correct any personal information held by the SATC by contacting the SATC Privacy Officer at satc.privacy@sa.gov.au.
27. Ticket holders consent to the recording and use of their image or voice for commercial purposes by SATC or authorised entities. These Conditions are governed by the laws of South Australia, and the parties submit to the exclusive jurisdiction of its courts.
28. These Conditions constitute the entire agreement between the parties regarding the Managed Event, superseding all prior agreements.
29. If any part of these Conditions is deemed illegal or unenforceable, the remainder remains in effect.
30. Acceptance of these Conditions is indicated by ticket purchase or entry to the Managed Event.