

Terms of Entry – Credentials

The 2021 Festival of Cycling is a domestic cycling event (**the Event**) which is owned and conducted by the South Australian Tourism Commission (ABN 80 485 623 691) of Level 9 250 Victoria Square/Tamtanyangga, Adelaide South Australia 5000 (“**SATC**”).

The SATC is the manager of the Event and reserves the right to issue credential passes to individuals to access specified areas of the Event for specified purposes (**the credential pass holder**). The authorised person acknowledges and agrees to be bound by these terms of entry.

Agreed terms

1. By applying for a credential pass, the credential pass holder is deemed to accept these conditions of entry.
2. Credential passes remain the property of the SATC. The SATC reserves the right to confiscate credential passes at any time during the Event.
3. Credential passes are not transferable and must be retained on the person of the credential pass holder always and produced for inspection if requested.
4. SATC reserves the right to refuse entry to, or remove from the 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 Event; carrying prohibited items on their person; or with reasonable cause in its absolute discretion.
5. A credential pass holder must abide by all access restrictions designated by the SATC and set out on the pass.
6. If the Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event. The SATC reserves the right to add, withdraw or substitute any act or activity associated with the Event, vary programming, seating arrangements (if applicable), and gate opening and closing times.
7. Unless otherwise agreed to in writing by the SATC, a credential pass holder may not make, reproduce, broadcast or use any form of still or moving picture or any sound recording (**Footage**) of the Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose. All rights in Footage vest in SATC or its nominees on creation.
8. The credential pass holder may not, without prior written consent of SATC, bring in any of the following to the Event: food, drinks or 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, banner, 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 Event and patrons.
9. SATC reserves the right to conduct bag searches. Any credential pass holder who does not consent to a bag search may be refused entry to the Event.
10. Smoking and use of e-cigarettes is not permitted at the Event other than in designated smoking areas (if any).
11. The credential pass holder brings personal property to the Event at its own risk. SATC will not be liable for loss of, or damage to, personal property.
12. All Event communication will be made via email. The credential pass holder must provide a valid email address at the time of registering for a credential pass and advise the SATC of any change by emailing: tourdownunder@sa.gov.au
13. SATC will make reasonable endeavours to communicate with the credential pass holder about the Event but does not warrant that it will be able to communicate with all or any credential pass holders about a matter, or that such communication will be timely, accurate or free from error.
14. The credential pass holder releases and indemnifies SATC and its servants, officials, representatives and agents (**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 credential pass holder in relation to the Event.
15. 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>.
16. The credential pass holder expressly consents to the recording and use of his/her image and/or voice (**Likeness**) for the purposes of worldwide commercial exploitation of its Likeness by SATC or any entity or person authorised by SATC in any form SATC may decide or approve and without any payment or compensation to the credential pass holders. The recording of the credential pass holder’s Likeness may be undertaken using a variety of methods, including by television cameras and photography.
17. These terms of entry are governed by, and are to be construed in accordance with, the laws of South Australia and the parties to these terms irrevocably submit to the exclusive jurisdiction of the courts of South Australia.
18. These terms of entry, 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.
19. A provision or part of a provision of these terms of entry that is illegal or unenforceable may be severed from these terms and the remaining provision or parts of the provisions of these terms continue in force.