

### 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) (“**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.

(collectively referred to as "**Conditions**").

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1. SATC sells tickets via Ferve Tickets Pty Ltd (ABN 41 074 903 085) (“**Ferve Tickets**”), 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. Ticket purchases are considered binding once the ticket holder receives confirmation of purchase via email.
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 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.
5. Tickets remain the property of SATC, which reserves the right to confiscate tickets during the Managed Event.
6. 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.
7. 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 ticket holder may be refused admission.
8. 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), being 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.
9. 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.
10. 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 2026.
11. In the event of cancellation, SATC is not obligated to arrange a substitute event, performance, or service.
12. 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.
13. 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, strollers, wheelchairs and walkers); 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 or staff.

14. 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 written consent is prohibited. All rights in media recordings belong to SATC or its nominees.
15. Prohibited conduct includes disruption or interruption to the Managed Event, damaging or defacing any property, intoxication, public nuisance, entering any fenced-off or cordoned-off areas and any behaviour which places any person at risk of harm.
16. 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.
17. SATC reserves the right to conduct bag searches; refusal to consent may result in denied entry.
18. Smoking and use of e-cigarettes is not permitted at the Managed Event, in accordance with the *Tobacco and E-Cigarette Products Act 1997* (SA).
19. Personal property brought to the Managed Event is at the ticket holder's risk; SATC is not liable for loss or damage.
20. 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 19, "**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).
21. All communications regarding the Managed Event will be via email; ticket holders must provide a valid email address.
22. SATC will endeavour to communicate with ticket holders regarding the Managed Event but does not guarantee timely or error-free communication.
23. 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.
24. 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 (including providing any personal information) and accepting the Conditions.
25. 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**") arising from the ticket holder's actions at the Managed Event, except to the extent that the negligence of SATC or its Associated Entities directly caused or contributed to the Loss.
26. The indemnity in clause 25 above is not intended in any way to reduce or limit the Form 1 – Recreational services exclusion of liability in clause 26 below.

**27. 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 services<sup>1</sup>), 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 injury<sup>2</sup>.

**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**

<sup>1</sup> 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.

<sup>2</sup> 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](http://www.ocba.sa.gov.au)

28. 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 SATC improve and customise its products and services;
- f. preventing or detecting unlawful behaviour, to protect or enforce SATC's legal rights, or as otherwise permitted by law;
- g. ensuring the security of SATC's operations;
- h. creating a profile about a ticket holder to help 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 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 Statement  
<https://tourism.sa.gov.au/privacy-statement>.

29. SATC will manage a ticket holder's personal information pursuant to SATC's consumer information Privacy Statement which can be found here: <https://tourism.sa.gov.au/privacy-statement>. The Privacy Statement sets out how 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 SATC by contacting SATC's Privacy Officer at [satc.privacy@sa.gov.au](mailto:satc.privacy@sa.gov.au).

30. Ticket holders consent to the recording and use of their image or voice for commercial purposes by SATC or authorised entities. This consent also applies to all children (i.e. under 18 years of age) entering the Managed Event.
31. These Conditions are governed by the laws of South Australia, and the parties submit to the exclusive jurisdiction of its courts.
32. These Conditions constitute the entire agreement between the parties regarding the Managed Event, superseding all prior agreements.
33. If any part of these Conditions is deemed illegal or unenforceable, the remainder remains in effect.
34. Acceptance of these Conditions is indicated by ticket purchase or entry to the Managed Event.
35. SATC reserves the right to amend these Conditions at any time if such amendments are required to address issues relating to safety, the law or the successful operation of the Managed Event. SATC will provide notice to you by posting the updated Conditions on its website. SATC recommends that you check the Conditions in advance of the Managed Event for any updates. The purpose of this right is to ensure that the Managed Event is safe for all ticket holders and staff and that all information in these Conditions remains correct and relevant.