

Santos Festival of Cycling – Associated 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; and (b) third party event managers (“Associated Event(s)”). Associated Events are independently hosted events that form a part of the Santos Festival of Cycling program.

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

Conditions

1. All tickets to an Associated Event are subject to terms and conditions imposed by a third-party event manager, some of which may limit or exclude liability.
2. The Associated Event ticket holder releases and indemnifies SATC, the Crown in Right of the State of South Australia, and officers, employees, agents, and contractors of SATC (collectively “Related Entities”) against any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by the Related Entities arising out of any act, matter or thing done, permitted, or omitted to be done by the ticket holder in relation to the Associated Event.
3. 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.
4. Tickets remain the property of SATC.
5. If the Associated Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event, performance, or service.
6. 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 Associated Event. Student discounts and concession only apply to full-time students.
7. All Associated Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise SATC (tourdownunder@sa.gov.au) of any change.
8. SATC will make reasonable endeavours to communicate with the ticket holder about the Associated 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.
9. 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.
10. 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.
11. 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>.
12. 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.

13. 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.

14. 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.

15. 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.

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