

Day at the Dam 2023 Terms & Conditions

PRIVACY COLLECTION NOTICE: South Burnett Regional Council collects your personal information for the purpose of processing this form and for use in any Council matters. Your personal information is handled in accordance with the *Information Privacy Act 2009* and will only be disclosed to a third party as per the South Burnett Regional Council Information Privacy Policy. **A hard copy of this electronic document is considered uncontrolled when printed.**

Ticketing and Refunds

1. **A full refund will be granted up to seven (7) days prior to the event.** Contact South Burnett Regional Council ('Council') to arrange a refund phone (07) 4189 9100 or info@sbrc.qld.gov.au
2. Day at the Dam is an all-weather event. It will proceed unless the conditions are deemed unsafe to continue. No refunds will be made for non attendance due to inclement weather.
3. Council reserves the right to add, withdraw, reschedule, or substitute artists and may vary advertised programs, prices and venues. No refunds will be made for program changes.
4. Council reserves the right to cancel or postpone the event for any reason within our control. A refund for the face value of the ticket purchased will be offered.
5. Council reserves the right to cancel or postpone the event for any reason outside of our control, such as a Government health directive that relates to COVID or any other pandemic. A refund for the face value of the ticket purchased will be offered.
6. There will be no refund on any unused portion of tickets if you are requested or forced to leave or if you decide not to attend any part of the event.
7. Product pricing is in Australian Dollars (AUD\$)
8. Entry to the event may be refused if tickets are damaged or defaced in any way or are not purchased from an authorised point of sale.
9. The right of admission is reserved and is subject to Council and the venue's terms of admission.
10. Council or its representatives will not tolerate any intoxicated, violent, quarrelsome or disorderly behaviour. Offenders may be ejected by Officials and may face prosecution. Those ejected from the venue will not be re-admitted to the event and will not receive any refunds.
11. General admission tickets for children 15 years and under must be purchased with an adult (18+) admission ticket.

General Rules

1. Day at the Dam is a licensed event.
2. Line-up and set times are subject to change.
3. Wristbands will be provided to persons 18+.
4. Wristbands are void if tampered with or removed and must be worn at all times.
5. Updated information will be published on Council's Facebook page and website.
6. Terms and Conditions are to be read before arriving at the gate.
7. Merchandise will be sold inside the festival.
8. Medical staff will be present onsite.
9. Food options will be available onsite.
10. Patrons who are intoxicated won't be served alcohol and will be removed from the event.
11. Respect the local community and environment, dispose of your rubbish in the bins provided.
12. Entry to the venue for the event is at own risk. To the maximum extent permitted by law Council, its representatives, and agents are not responsible for any loss, injury or damage, caused to you.
13. Council reserves the right to refuse admission and to remove persons from the venue for any reason, in its sole discretion, including behaviour likely to cause damages, nuisance or annoyance or for failure to comply with the reasonable requests of Day at the Dam organisers or its' representatives, or representatives of Council ('Officials') staffing the venue of the event.
14. Amateur photographers are permitted to take photographs (stills, video and/or audio recordings) at the venue during the event, provided that:
 - the photographer consents to assigning all copyright and all other intellectual property of the media

obtained on the premises for use by Council at no charge if requested.

- the photographer complies with all relevant legislation - including the *Information Privacy Act 2009* (Qld);
- the photographer is not causing annoyance or inconvenience to other patrons; and
- photos are not to be sold or used for commercial purposes.

15. Professional photographers and members of the media must seek prior written approval from Council before taking any photographs (stills, video and/or audio recordings) at the venue during the event.
16. All photography or filming must be undertaken without the use of flash or additional lighting, unless otherwise approved by the Council.
17. In case of emergency, you are required to follow all directives of Officials, security personnel and venue staff.
18. Council reserves the right to cancel or postpone the event for any reason.

Conditions of Entry

1. Council and the venue shall not be held liable for any loss, injury or damages sustained entering or within the venue.
2. All persons, bags and containers are subject to a full search at entry to ensure the safety of patrons. Prohibited items will be confiscated except illegal drugs, which will be handed over to police.
3. Proof of Identification and ticket is required for all persons (including under 15 to 18+ years) when entering the venue (printed or on your phone). Council and its representatives reserve the right to refuse entry to any patron without appropriate identification. Forms of valid photo ID that will be accepted are current Australian driver's licence, current passport, current state issued photo or proof of age card. International driver's licences will not be accepted as a valid form of identification.
4. Alcohol will not be able to be purchased or consumed unless valid photo ID is presented.
5. In the case of an emergency evacuation or situation, follow all official directives.
6. Patrons of the event consent to being included in photos, sound and live audio recordings that can be used by the promoter or promoter approved media outlets for promotion of the event.
7. Day at the Dam lost property will be held as a courtesy for two (2) days post event. After this time lost property will be transferred to the local Police station. No responsibility is accepted by for property lost at the event.
8. Children under 15 years must be accompanied by an adult and supervised at all times, including usage of the shuttle bus service.

Prohibited/Banned items

1. Esky's, alcoholic beverages, or food items.
2. Umbrellas or other items that may obstruct the view of patrons.
3. Illicit drugs.
4. Flares or fireworks.
5. Laser pointers, or other laser devices.
6. Knives, guns or other dangerous weapons including potential missiles.
7. Video and audio recording devices including Go Pros, Drones - unless otherwise exempted.
8. Professional still cameras - unless otherwise exempted.
9. Any other items considered illegal or dangerous.

Trading

1. Tickets cannot be used as part of any marketing, media, or sales promotion whether commercial or non-commercial without prior written consent of Council.

Liability

1. To the fullest extent permitted by law, Council does not accept liability of any nature for the acts, omissions, or default of those providing services in connection with the event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with the event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. Council's liability for any breach of such condition or warranty will be limited, at Council's option, to the resupply of the services or the cost of having the services supplied again. In no event will Council be liable for any indirect, consequential, exemplary, or special damages.
2. Admission is at the ticket holder's own risk. It is acknowledged that the Council will not be responsible for any loss or damage to property (including personal property such as bags, money, or other personal items) brought to or purchased at the event.
3. You will be liable for any loss or damage caused at the event by you or your invitees.