



CELTICFEST TICKET HOLDER TERMS & CONDITIONS **EVENTBRITE**

1. Introduction

CelticFest Gathering is a live music/cultural event, run by the Warwick Caledonian Society. CelticFest Gathering is a one-day ticketed event which will be held on Saturday 26 March 2022 at the Warwick Showgrounds (Event). By purchasing a ticket to CelticFest Gathering, You agree to be bound by the terms and conditions set out below (Terms and Conditions). The Terms and Conditions relate to the sale of tickets and attendance at the event to which the ticket relates (Event). These Terms and Conditions apply to the purchaser, any subsequent ticketholders and any ticket recipient (You or Your).

In addition to the Terms and Conditions, You may also be bound by:

- a) Venue Terms and Conditions: These are terms and conditions imposed by the venue at which the Event takes place. Applicable Venue Terms and Conditions will be made available at the point of entry.
- b) Event Specific Terms: These are terms and conditions imposed by CelticFest that apply specifically to Your Event. To see whether any Event Specific Terms apply to Your Event, please see the Terms and Conditions at the point of purchase (Eventbrite).

Where there is inconsistency between the terms of any of the above, they will be applied in the following order:

- a) Venue Terms and Conditions
- b) Event Specific Terms
- c) Terms and Conditions

CelticFest reserves the right to cancel any ticket used in breach of these Terms and Conditions or any Event Specific Terms.

2. Purchase of Tickets

Tickets to each CelticFest Gathering Event (that is, the main one-day ticketed event on Saturday 26 March) are available through CelticFest's Ticketing Agent (Eventbrite). CelticFest cannot guarantee any ticket purchased through any means other than CelticFest's Ticketing Agent (for example via resale sites such as Viagogo, TicketFinders or Ticketmaster Resale).

3. Use of Tickets

The promotion, advertising, offering, or selling of tickets to a CelticFest Gathering Event is strictly prohibited by anyone other than the CelticFest Ticketing Agent, unless:

- a) with CelticFest's prior written consent; or
- b) where expressly permitted under relevant State or Federal trading laws.

Tickets may not, without the prior written consent of CelticFest, be used for advertising, promotion or for any other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services.

4. Change in Event

CelticFest has the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, times, prices, staging and audience capacity without notice to You. The artist line-up may be subject to change at the discretion of CelticFest.

5. Rescheduled Events

If an Event is rescheduled for any reason whatsoever, your ticket will be valid (or if applicable, your ticket will be reissued) for the rescheduled Event. You are entitled to a full refund of the ticket price if You cannot attend the rescheduled Event, provided that You apply for a refund within the period of time advertised or notified by CelticFest and/or the relevant CelticFest Ticketing Agent.

6. Cancellation of Events

If the Event is cancelled for any reason whatsoever, you will be entitled to a transfer of your ticket to a rescheduled event. To avoid doubt, CelticFest is not liable to you for any losses or expenses incurred in connection with an Event being cancelled, postponed or changed (including, for example, travel, accommodation or other ancillary expenses), except to the extent that such losses arise from CelticFest's breach of an applicable Consumer Guarantee (set out in the Australian Consumer Law).

7. Refund or Exchange of Tickets

Refunds or exchanges on any ticket will only be given as set out in these Terms and Conditions, or as reasonably determined by CelticFest in order to comply with the Live Performance Australia Code of Practice for Event Ticketing in Australia or the Australian Consumer Law (or any other applicable laws). CelticFest and/or CelticFest's Ticketing Agent will not issue replacement tickets where seating is not allocated (general admission tickets). CelticFest's Ticketing Agent may charge a fee for the replacement of tickets.

8. Entry to the Event

Patrons who are under 18 at the time of the Event should be accompanied by a ticket bearing patron 18 years of age or older. For the avoidance of doubt, patrons under the age of 18 are bound by the Terms and Conditions or any applicable Event Specific Terms.

No ticket charge will be applied to patrons under school age. CelticFest reserves the right to impose age restrictions on certain events based on venue requirements and safety considerations. These restrictions will be noted in Event Specific Terms.

CelticFest's rights to refuse entry to an Event include but are not limited to where:

- a) Your ticket has been handled in breach of these Terms and Conditions or the Event Specific Terms; or
- b) Your ticket is defaced or damaged.

You are reminded that in addition to CelticFest's right to refuse entry to an Event, the venue hosting the Event may impose additional restrictions. In particular, the venue may designate that certain Events are subject to age restrictions. Age restrictions will be indicated on the CelticFest website and/or the CelticFest Ticketing Agent's website. CelticFest does allow pass-outs and re-entry into the Event.

9. Event/ VIP Package Tickets

Where goods or services (including, but not limited to, hospitality suites or experiences) are purchased in conjunction with an Event ticket (Event Packages), CelticFest is responsible only where that Event Package was purchased directly from CelticFest or a CelticFest Ticketing Agent. For the avoidance of doubt, CelticFest is not responsible for Event Packages sold, distributed and provided by third party operators. You may be subject to further terms and conditions relating to these third party Event Packages. Any queries, concerns or issues relating to a third party Event Package should be directed to that provider.

10. Photography and filming at Events

CelticFest reserves the right to broadcast, telecast, film and/or record any event. If you are photographed, filmed or taped whilst attending an event, you consent to CelticFest (or third parties appointed by CelticFest) photographing, filming or taping you. Third parties may be appointed by CelticFest to broadcast, publish, license

and use any photographs, film, recordings or images of you without compensation or restriction, including but not limited to marketing and promotional use and in all media. CelticFest, the third parties and anyone acquiring from them a right to use the material are not liable to You in any way for its use.

You may be permitted to use non professional standard cameras, audio and video recorders at the Event.

11. Security and Safety

You agree to comply with security, safety and licensing requirements and directions at the Event. This includes, but is not limited to, liquor licensing and/or smoking regulations. Prior to entry to the Event, You may be subject to specific security and safety requirements including but not limited to bag checking, metal detector tests, pat downs and/or drug detection tests.

It is important to CelticFest and our artists that each Event is enjoyable and safe for patrons. Anyone behaving in an offensive, disruptive, or dangerous manner may be ejected from the Event at CelticFest' discretion. If you feel unsafe, distressed, or harassed at an Event we encourage you to seek the assistance of security or Venue personnel.

12. Loss or injury at Event

To the extent permitted by the law and subject to your rights under any applicable Consumer Guarantees in the Australian Consumer Law, you release CelticFest (including its directors, officers, employees, consultants, contractors, agents and volunteers) from any liability for any damage, loss, liability or injury you may suffer in relation to your attendance at an Event, howsoever caused, including due to any negligence or other act or omission of CelticFest and/or the Venue.

You agree to compensate CelticFest and/or the Venue for any damage, loss, liability or injury that CelticFest and/or the Venue may suffer as a result of your wilful, reckless or negligent acts or omissions at an Event.

13. Certain items prohibited

CelticFest, and its designated representatives, including security personnel, reserves the right to prohibit items which it believes threatens the enjoyment, rights and/or safety of you, performers and/or other patrons at the Event. Prohibited items include, but are not limited to, the following:

- tables, tents, or sun shelters;
- beach/sun umbrellas - large;
- alcohol;
- Esky's;
- illicit substances;
- weapons of any sort including swords unless prior approval received from organisers;
- animals (including dogs);
- beanbags, blow-up chairs or lounges;
- lasers, flashlights;
- fireworks and/or flares;
- drones;
- items capable of being used as a projectile.

Prohibited items found prior to entry or at the Event may be confiscated and CelticFest takes no responsibility for confiscated items. Patrons may be refused entry with prohibited items.

14. Variation to Terms and Conditions

CelticFest may vary these Terms and Conditions at any time. Any variations become effective immediately once the variation is published.