

## WINTON'S WAY OUT WEST FEST ATTENDANCE TERMS

Winton's Way Out West Fest (the 'Festival') is operated by Winton Shire Council (the 'Promoter'). All persons attending the Festival ('Attendees'), (including, but not limited to those involved in providing services, guests, ticket purchasers, volunteers, trade/exhibitors and their staff/contractors), agree to be bound by these terms, applicable legislation and laws, regulations and codes of practice, as well as any rules, requirements and directions of the Promoter and the Festival Director.

The Festival ticket sales are managed by Oztix and these terms are to be read in conjunction with the Oztix ticketing terms. Ticket purchase is subject to the Oztix ticketing terms. Please refer to <https://www.oztix.com.au/termsconditions/> for further information. In the event of any inconsistency between the terms, the Oztix ticketing terms prevail. By purchasing a ticket (or otherwise obtaining a ticket) to the Festival - you agree to these Terms and Conditions and other published Terms and Conditions and Policies of the Promoter related to the Festival. The Promoter provides no refund for Attendee cancellations in full or part; including when an Attendee has been requested to leave the Festival, for breaching these terms and rules of the venue, except as required by Australian Consumer Laws.

Tickets to the Festival are only available through the official Winton's Way Out West Fest website and sites officially approved by the Promoter. Any sites approved will be listed on the Winton's Way Out West Fest website. Tickets are not to be resold or offered for resale or used for any promotional purposes without prior written consent from the Promoter. Tickets in breach of this condition will be deemed unauthorised and entry may be refused. Tickets purchased through unapproved sites or ticket sellers will not be honoured.

Attendees at the Festival grant permission for a search of personal belongings prior to entry and at the venue. Refusal to be searched will constitute a breach of these terms and entry will not be permitted. Possession of prohibited items at any time may incur confiscation of the goods, refusal of entry or a request to leave the Festival.

Prohibited items include: animals, food and drinks, alcohol, illicit drugs, weapons and flammables. The promoter may deem certain items to be restricted in certain areas. Smoking is not permitted in any part of the Festival unless in designated smoking areas. Illegal activity or possession of illegal goods may result in notification to authorities. Unauthorised and unapproved marketing material that is not part of an exhibition or approved by the Promoter may be confiscated. The Promoter may also deem other objects to be prohibited at its discretion and this list is non-exhaustive.

It is a requirement that Attendees refrain from inappropriate behaviour including, but not limited to, bullying, harassment, disruptiveness, being intoxicated or substance effected, or any other behaviour deemed as inappropriate by the Promoter, including but not limited to antisocial behaviour, aggressiveness, and nuisance. Such behaviour may result in the Attendee being ejected at the Promoter's discretion from all areas of the Festival including camping areas. Attendees found to be in attendance without correct ticketing authorisation or formal identification may also be ejected. Once ejected, Attendees may only re-enter the Festival at the discretion of the Promoter.

During the Festival the Promoter, and/or their agents/contractors, appointees, delegates and official media outlets, may photograph or record Attendees on film or other media. By attending, you agree and consent to the capture of these images/recordings, and authorise them to be used, altered, broadcast or otherwise exploited by the Promoter (or those granted permission from the Promoter), without payment, royalty or further approval, in perpetuity.

Attendees are not permitted to bring professional video or digital cameras to the Festival without the Promoter's accreditation. Attendees may not capture, record and broadcast photos, audio recordings and video recordings during the Festival in a way that infringes the Intellectual Property rights of others. Attendees agree that any capture, record and broadcast photos, audio recordings and video recordings during the Festival will be only done in good faith and for non-commercial

purposes and that the material will not be likely to bring the reputation of any person or entity into disrepute or ridicule. The Promoter is not responsible for the broadcasting discretion of any Attendees and the use of any photographs or recordings by Attendees. Attendees agree to fully indemnify the Promoter and Festival Director from any action, claim or proceedings arising from the use by any party of images or recordings.

The activities and events programmed for the Festival are to be taken on an 'as is' basis. The Promoter makes no warranty or representation as to the absence of fault, nor any guarantee of delivering certain Festival activities, nor the fitness of services delivered in conjunction with the Festival, nor the accurateness of the information depicted in material published by the Promoter or any companies or persons associated with the Festival.

Festival Attendees agree they bare any risk associated, and agree to take personal responsibility for any activities associated with the Festival including travel to and from the Festival and their safety at the Festival. To the extent permitted by law, the Attendee agrees that the Promoters have no liability arising from any claims, damages, loss, liability, legal fees or demand resulting from attendance or failure to attend in accordance with, or in breach of, these terms; or from any claims, damages, loss, liability, legal fees or demand from any other party as a result of the Festival or failure to attend the Festival in accordance with, or in breach of, these terms.

Attendees agree to indemnify the Promoter and the Festival Director and hold them harmless from and against all liabilities, costs, expenses, or claims, wherever and however arising, known or unknown (including, without limitation claims for damages, loss, liability, legal fees or breach of any statute), as a result of the breach of any clause contained in or in any way related to these Terms and Conditions, or the Festival, by the Attendee or any third party.

The Festival program, events schedule and database are subject to change and may be altered without notice by the Promoter. The Promoter and the Festival Director will not be responsible for any losses associated with changes, or for any losses associated with any unforeseen circumstances that alter the Festival, or parts of the Festival, or

cause the Event to be postponed or rescheduled unless otherwise required by legislation.

Personal information collected from Attendees of the Festival will be gathered, stored and shared in accordance with the Promoter's Privacy Policy. Attendees are encouraged to read the Privacy Policy, and by attending the Festival, Attendees are deemed to accept the Privacy Policy. Please refer to: <http://www.winton.qld.gov.au/privacy-statement> for further information. Personal information may be used in co-operation with law enforcement agencies where required. Any personal contact details may be kept for the purpose of future marketing material and actions by the Promoter, the Festival Director, and their related entities, sponsors and service providers.

Notwithstanding anything else contained in this Agreement, no party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by a Force Majeure Event, subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay and the likely duration of the delay.

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

Any formal notice of dispute directed to the Promoter or Festival Director in relation to these terms may be emailed to [clientsafe@mccormickslaw.com](mailto:clientsafe@mccormickslaw.com). Please allow 7 days for acknowledgement of receipt.

This Agreement shall be governed by the laws of Queensland and the parties agree to submit to the jurisdiction of the courts of that State.