

3 Oceans Winery – Major Events

Terms and Conditions

These terms and conditions are to be read in conjunction with the Festival Guide, and Oztix terms and conditions.

1. COVID-19 Entry Conditions

You acknowledge that there is currently a respiratory illness outbreak caused by a novel coronavirus (“COVID-19”). By entering the Event, you warrant that:

- You do not have COVID-19, and are not awaiting test results for COVID-19 or otherwise have reason to suspect that you have contracted COVID-19;
- You have not knowingly been in contact with a person who: has tested positive for COVID-19 in the last fourteen (14) days or has reason to believe they have contracted COVID-19;
- You have not returned from international travel in the last fourteen (14) days;
- You are not any of the following symptoms (Potential COVID-19 Symptoms): -a cough -fever -shortness of breath -sore throat -sneezing and runny nose -muscle or joint pains -nausea, diarrhoea, or vomiting -temporary loss of smell or taste, altered sense of taste -loss of appetite and fatigue -any other cold or flu-like symptom associated or linked with COVID-19.

If you cannot make the warranties above, you must not attend the Event.

You acknowledge that as a condition of your entry, Macro Music may collect personal information for the purposes of contact tracing and complying with COVID-19 related legislation, regulations and health orders. You warrant that any personal information provided by You to Macro Music is correct. Macro Music will hold this information in accordance with Privacy Act 1988 (Cth). COVID-19 Event Conditions

If, at any time during the Event, you experience any Potential COVID-19 Symptoms, you will immediately report to Event Staff and follow any reasonable directions given by Event Staff or other health professional. You acknowledge and agree that if you may be evicted from the Event.

Whilst awaiting entry to the Event, attending the Event and exiting the Event, you agree to comply with any physical distancing orders or other health orders in force at the time of the Event for the purposes of preventing the spread of COVID-19 and any reasonable directions or instructions given by Macro Music in relation to the same. COVID-19 Post-Event Obligations

After leaving the Event, you warrant that you will comply with any legislation, regulation, health order or government recommendation in place for the purposes of preventing the spread of COVID-19.

2. Bus Tickets and Wristbands:

You must be 18+ and show valid photo ID, along with your valid bus ticket and Event ticket to board the bus. If you do not have a ticket to the Event, you will not be allowed on the buses.

Your bus ticket is not valid for entry to the Event. It is only your ticket for the bus service. The event ticket is a separate ticket that must be purchased and, in your possession, to enter the Event.

You and/or your belongings may be searched prior to boarding the bus, or whilst you are on the bus.

You cannot consume or be in possession of alcohol or illicit substances on the buses. If you are found with alcohol on the bus, this will be confiscated without return.

Should you be found in possession of illicit substances on the bus, you will be referred to police when disembarking.

You must behave in a respectful and appropriate manner whilst waiting for, boarding, and on the bus. If you behave inappropriately, you may be removed from the bus.

If you breach any of the terms and conditions relating to the Event and/or the Event Buses, you may be denied entry and/or removed from the Event and/or the Buses, without refund.

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You can only board the specific bus route that you purchased your ticket for. We will be running a specific number of buses based on the tickets sold.

There are 6 different bus ticket options listed on the website. They all have specific departure times and locations. Please choose carefully. These tickets cannot be refunded.

If you wish to change bus ticket options or transfer the ticket into another person's name, you must request this via email to info@oztix.com.au before 3pm AEST at least 7 days before the events.

You will receive a wristband once your valid bus ticket is scanned. You must be wearing this wristband to board the bus. The wristband is your return ticket on the bus. You must be wearing it to board the return bus after the event.

You can only use your wristband to board the specific bus route (Margaret River, Dunsborough, or Busselton) and time (Early Rider or After Party) that you purchased. You will not be allowed to board a bus that you do not have a ticket/wristband for.

If you are intoxicated, you will be denied entry to the buses taking you to the Event. You will not be refunded your Bus ticket or your Event ticket if this occurs. **You must be sober to board the Bus to the Event and to enter the Event**

You can find all the bus ticket information here in regard to all Major events held at 3 Oceans Winery. <https://www.macroevents.com.au/event-buses>

3. Event Tickets:

You are responsible for checking the age minimum for the Event. No refunds will be processed if you are denied entry due to not having valid ID for admittance to the Event Site.

This is a licenced 18+ event.

Entry to the Event requires one of the following combined with a valid photo ID:

- a valid bar-coded ticket;
- a valid bar-coded print-at-home PDF ticket;
- a valid bar-coded Passbook ticket (electronic ticket on mobile device), issued by the Authorised Ticketing Agency.

The Event gate staff will *may* exchange your ticket for your wristband upon entry depending on the event.

Damaged or defaced Event tickets. If your ticket is damaged, please bring the ticket, ID, and your evidence of purchase to the Box Office Management Team at the entrance.

The authorised ticketing agency is Oztix Pty Ltd.

4. Wristbands:

If wristbands are distributed, you must wear your wristband at all times during the Event. Removing or losing your wristband will result in your eviction from the Event without refund.

If your wristband shows evidence of being tampered with you will be removed from the event without refund.

If you are found carrying a loose wristband (not on your wrist), this will be confiscated, and you will be removed from the event.

5. Lost Event Tickets and Wristbands including Bus tickets and Wristbands:

Your ticket is your responsibility. Please treat it like cash. We cannot guarantee that a replacement ticket can be issued if your ticket is lost, stolen or damaged.

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If your ticket is lost, damaged, or stolen, you must **report this to the ticketing agent immediately** so that they can cancel this ticket and issue you a new one prior to the day of the event (at the discretion of the ticketing agency).

Replacement is not available for lost, destroyed or stolen Event or Bus tickets unless you have proof of purchase and your valid ID.

We cannot replace tickets on the day of the event unless we can verify that your original ticket has not already been used by another party to gain entry to the event.

Your wristband is your responsibility. **If you lose your wristband at the event, you will be removed from the event** - even if you have evidence of your purchased ticket. This is because we cannot verify if you have given your wristband to a non-ticket holder who has unlawfully gained access to the event.

Please ensure that your wristband is applied securely by gate staff.

If your wristband is too tight, do not attempt to loosen it yourself. Go to the information tent immediately and they will replace your wristband with one of the correct tension.

If your wristband is too loose, you can simply pull it tighter until you are satisfied that it will not fall off.

6. Ticket Restrictions including Event and Bus tickets:

Re-sale of Event tickets is only permitted through TIXEL. Oztix do not have a ticket resale facility.

They collaborate with Tixel to safely organise the resale of your tickets.

The name change must be authorised by the original purchaser.

If you are unable to attend the event and wish to pass on your ticket to another person. You can change the ticket into their name by using the Tixel service.

Event tickets may not, without the prior written consent of Promoter:

- be re-sold or offered for resale at a premium (including via online auction sites).
- used for advertising, promotion or other commercial purposes (including competitions and trade promotions).
- used to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer.

If an Event ticket is used in breach of these condition, the Event ticket may be cancelled without a refund and the bearer of the Event ticket may be refused admission.

The Promoter will use reasonable efforts to notify you of such action.

Ticket Purchase Limits are issued by the Promoter. The promoter reserves the right to cancel any tickets obtained above the purchase limits in any one transaction or by any one customer.

If you exceed the stated ticket limit, you may have all or any of your order and tickets cancelled without notice by Promoter in its discretion.

This includes orders associated with the same name, email address, billing address, credit card number or other information.

7. Search on Entry:

It is a condition of entry to the Event that a search of you and/or your possessions be required at the time of entry and at any time throughout the event as deemed necessary (within the law) by security, police or authorised event staff.

If you do not consent to such searches, you may be denied entry to the Event or ejected from the event, without refund.

Prohibited items include but are not limited to the list of items detailed in the Festival Guide. You can find links to the festival guide here: www.macroevents.com.au/events

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Any Prohibited Items will be confiscated.

Confiscated items will not be returned, replaced or reimbursed.

The Promoter reserves the right to refuse entry to any persons who attempt to smuggle prohibited items into the event.

8. Smoking Policy:

The Event operates a Non-Smoking policy across the event site and the surrounding area. The only area where you are permitted to smoke once you enter 3 Oceans Winery property (as soon as you enter the driveway to the site of Bussell Hwy) is in the designated smoking area shown on the event map that will be emailed to you in the lead up to the event. Failure to comply with the smoking restrictions may result in you being ejected from the event, without refund.

9. Photographing and/or Recording of the Event by You:

Personal digital cameras are permitted at the Event.

Professional photography equipment (eg telephoto lenses; any detachable lens) is not permitted without Promoter-issued media accreditation. Event staff will determine at their discretion whether equipment is considered to be professional photography equipment. Photos of artists and/or the Event are permitted only on the basis that:

1. images are only used for private and personal use;
2. images cannot be made available for sale and/or public display.

Recording or filming the Event is strictly prohibited. The Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photos created by unauthorised or prohibited recording, filming or photography.

10. Recording and Photography of the Event by Promoter:

You consent to be included in official photography, film and sound recordings of the Event and for these recordings to be used by the Promoter and/or any of its authorised representatives and contractors in any medium or context without further authorisation by, or compensation to, you.

11. No Pass-outs:

Bring everything you need with you. We cannot allow you to go to your car to get your sweater, raincoat, wallet, phone, medication, or any other forgotten items. If you leave the event for any reason, you will not be allowed to re-enter

12. Behaviour:

You must ensure that you act in an orderly and respectful manner when attending the Event. The Promoter may refuse entry or evict you if you are behaving in a disorderly, offensive or inappropriate manner.

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13. Alcohol:

The Event is fully licensed.

Do not bring alcohol with you as it will be confiscated and will not be returned.

If you are found with any BYO alcohol in your possession at the event, you will be ejected from the event without refund.

Only alcohol purchased from the official event may be consumed at the Event.

If you wish to purchase or consume alcohol, you must have valid proof of age photo ID.

If you are intoxicated, you will not be served alcohol.

Should you be deemed intoxicated, we have a designated 'chill out zone' where you can safely take some time to sober up. There is unlimited free water available to keep you hydrated, along with a variety of soft drinks, coffee and food available for purchase.

If you feel that you are too intoxicated, and are concerned for your health, safety, or wellbeing, please seek assistance from event staff or the first aid tents at the event immediately.

You must be of legal age (18 years or older) to purchase and consume alcohol at the Event.

If you are found supplying or buying alcohol for a minor (a person under 18 years of age), or intoxicated persons, you will be evicted from the Event and may be referred to police.

Minor are not permitted at the event. You must be 18+ to attend.

14. Food and Drink:

No food or drink will be permitted into the Event Site. Sealed plastic water bottles (with or without contents) cannot be brought into the Event Site. Unsealed EMPTY plastic water bottles (no glass or metal) can be brought into the Event Site to refill at our free, double filtered water point.

15. Drugs:

If you are found supplying, consuming or in possession of illicit drugs you will be removed from the Event, without refund, and will be referred to police.

17. Your Personal Information:

COVID UPDATE: The Promoter may share you contact details with health authorities to aid in contact tracing in the event that a COVID outbreak occur.

Pursuant to your booking, the Promoter may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket holders.

Unless you tell us otherwise, the Promoter may disclose your contact details to third parties if you elect to receive such information at time of ticket purchase so they can provide you with promotional material about other events and products.

The Promoter may also need to disclose your personal information as required by law or as permitted under the Privacy Act 1988 (Cth).

If you have any questions about how Promoter will handle your personal information, please visit the link at the bottom of the Authorised Ticketing Agency's ticketing page where you purchased your Event ticket or contact the Promoter.

18. Promoter's Liability:

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The services provided by Promoter will be rendered with due care and skill to the extent required by Section 60 of the Competition and Consumer Act 2010 (Cth) and applicable similar state legislation. Apart from such statutory liability, the Promoter and the owner and/or lessee of the Event Site will not be liable or responsible for any injury, damage or loss suffered or incurred by you or any person entering or when you enter or are on the Event Site whether caused by the negligence of Promoter or that of the owner and/or lessee of the Event Site (or their respective employees, contractors or agents), whether arising in tort, contract, bailment or otherwise - all such injury loss or damage to person or property is at your own risk.

19. Indemnity:

You agree to indemnify the Promoter and owner and/or lessee of the Event Site against any loss or damage Promoter and/or Event Site owner and/or lessee may suffer arising out of your negligence or breach of the Event T+Cs. Release: to the full extent permitted by law, you waive all legal rights of action against and fully release Promoter and owner or lessee of the Event Site (and their respective executive members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss for any default, failure or negligence (to the extent permitted by law) in relation to entry to and presence on the Event Site. Risk: entry to the Event Site is at your own risk.

To the extent permitted by law, the Promoter takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by your failure to follow Promoter's directives.

In the event of injury or illness, the Promoter may, at your cost, arrange medical treatment and/or emergency evacuation as deemed essential for your safety.

20. Enforceability:

Any provision of these Event T+Cs which is or becomes unenforceable shall not invalidate the other provisions of these Event T+Cs.

21. Refund and Cancellation Policy:

To the extent permitted by law and subject to these Event Terms, Macro Music reserves the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, the entry and exit times, the amenities, the facilities, the attractions, and the entertainment at its discretion without prior notification, subject to these Event Terms. You acknowledge that Macro Music does not make any representations or warranties in respect of the aforementioned factors, and you have not relied on any representations or warranties by Macro Music regarding the above in connection with your purchase of an Event Ticket.

Macro Music may deny admission to the Venue (including admission to a particular performance or area in the Venue) in accordance with the Event Terms or otherwise in its absolute discretion.

Except where required by law or otherwise provided under these Event Terms, there will be no refund of any Event Tickets or for any unused portion of an Event Ticket. This includes but is not limited to where there has been a variation to the Event, if you are refused entry to or evicted from the Venue by Macro Music or Event Staff in accordance with the Event Terms, if you fail to attend the Event, if you arrive after the commencement of the Event, or if you leave the Venue prior to the conclusion of the Event.

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If the Event cannot take place (in whole or in part) due to an event, circumstance, or situation outside of Macro Music's reasonable control (including but not limited to any act of God, global pandemic, natural disaster, fire, flood, council or government sanction or order, actions or decisions of police or other authorities, act of terrorism, war or industrial action, or cancellation by the Venue owner, lessee or controller) ("Force Majeure Event") then Macro Music may, at their sole discretion: (21.a) Postpone Event. If the Event is postponed, you will be entitled to request a refund provided such request is made within fourteen (14) days of the public announcement of the new Event date. For the avoidance of doubt, refunds will not be provided automatically in the event of postponement and you will not be entitled to a refund if you fail to make a request within the required fourteen (14) day period. You must follow the instructions provided by Macro Music to request a refund under this clause 21(a). (21.b) Cancel the Event. If the Event is cancelled by Macro Music due to a Force Majeure Event, then Macro Music will grant a refund available from the point of purchase. You should direct any queries in relation to a refund under this clause 21(b) to Oztix (info@oztix.com.au).

15.5 The parties acknowledge that COVID-19 is impacting various regions globally. The parties agree that where it is impossible or unreasonably impractical for the Event to take place due to any cause or event in connection with COVID-19, it shall be treated as a Force Majeure Event in accordance with clause 21, regardless of whether the parties could have reasonably foreseen the risk of such Force Majeure Event at the time of purchase of the Event Ticket.

Police Presence:

There may be police (plain clothed and /or uniformed) and police dogs in operation at the event.