

Tasting Australia – Managed Events Conditions of Sale and Entry

The Tasting Australia wine and food festival 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 (“Managed Event(s)”); and (b) third party event managers (“Associated Event(s)”).

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

Conditions

1. 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.
2. Tickets remain the property of the SATC. The SATC reserves the right to confiscate tickets during the Managed Event.
3. Tickets are not transferable on or during the day of the Managed Event, must be retained always and produced if requested. A ticket holder requiring a pass-out must subject themselves to an indelible ink handstamp (or such other method as the SATC directs) which, together with a valid Managed Event ticket, must be presented to regain entry.
4. SATC reserves the right to refuse entry to, or remove from the Event, any person: under the influence of drugs or alcohol; who is disorderly; engaged in offensive or inappropriate behaviour, or vandalism; who evades legal admission to the Managed Event; carrying prohibited items on their person; or with reasonable cause in its absolute discretion.
5. SATC reserves the right to add, withdraw or substitute any talent, performer, act or activity associated with the Managed Event, vary programming, seating arrangements, menus, wine and beverage lists, coach transfers, audience capacity and gate opening and closing times.
6. If the Managed Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event, performance or service.
7. A ticket holder may not make, reproduce, broadcast or use any form of still or moving picture or any sound recording (“Footage”) of the Managed Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose, without the consent of SATC. All rights in Footage vest in SATC or its nominees on creation.
8. The ticket holder may not, without prior written consent of SATC, bring any of the following to the Managed Event: alcohol; glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); any seal-broken beverage container; drink coolers or ice boxes; any structure or item capable of supporting the weight of a person including chairs, lounges, benches or stools (excluding prams and strollers); animals; musical instruments; weapons of any kind; fireworks; signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos; or any item which could reasonably be deemed to cause public nuisance or offence to the Managed Event patrons.
9. SATC reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the Managed Event.
10. Smoking and use of e-cigarettes is not permitted at the Managed Event other than in designated smoking areas.
11. The ticket holder brings personal property to the Managed Event at its own risk. SATC will not be liable for loss of, or damage to, personal property.

12. 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 Managed Event. Student discounts and concession only apply to full-time students.
13. Children aged 12 years and under must be in the care, custody and control of at least one adult ticket holder 18 years and over always during the Managed Event.
14. All Managed Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise the Managed Event organiser (tastingaustralia@sa.gov.au) of any change.
15. SATC will make reasonable endeavours to communicate with the ticket holder about the Managed 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.
16. 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.
17. 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.
18. The ticket holder releases and indemnifies SATC and its servants, officials, representatives and agents (collectively "Associated Entities") against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted or omitted to be done by the ticket holder in relation to the Managed Event.
19. 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>.
20. 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.
21. 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.
22. 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.
23. 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.
24. Acceptance of these Conditions is indicated by the ticket holder's purchase of and/or entry to the Managed Event.