

Event Terms & Conditions of Entry

Venue: Celebrity Tree Park, Kununurra

Tickets to these Events are sold by Moshtix Pty Ltd (**Moshtix**) as agent for Ord Valley Events Inc (**Promoter**).

The Promoter is responsible for this Event.

ALL CLAIMS ARE THE SOLE RESPONSIBILITY OF THE PROMOTER AND TO THE EXTENT PERMITTED BY LAW MOSHTIX HAS NO LIABILITY TO YOU.

The following are the conditions of attendance at the Events.

EVENT TERMS & CONDITIONS OF ENTRY:

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| Photo ID: | Valid Photo ID is essential. Acceptable ID: <ul style="list-style-type: none"> • current and valid Australian Photo Driver's Licence or Learner's Permit. • Passport (either current or expired less than 2 years ago and has not been cancelled). • KEYPASS Photo ID Card or equivalent Proof of Age Card. • Australian Birth Certificate (copy is okay) PLUS a Current Photo ID (eg student card). We must be able to verify both your age and your photo ID, we cannot accept one without the other. |
| No Refund: | No refund or exchange on any ticket except as required by law or the Live Performance Australia Code of Practice. If a refund is made, Moshtix may, to the extent permitted by law, retain any fee it has charged. |
| Age Restrictions & Guidelines: | <ul style="list-style-type: none"> • Adults must accompany children 12 years and under. • Adults are strongly recommended to accompany children between 13 and 15 years |
| Changes to Event: | The right is reserved to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements and audience capacity. |
| Ticket Replacement: | The right is reserved to charge a fee for the replacement of tickets. Replacement tickets are <u>not</u> available for General Admission tickets. |
| Ticket Reselling and Scalping: | Moshtix is the only authorised ticket seller for the Events. No responsibility is accepted for tickets purchased from unauthorised sellers; these may be refused entry, no exceptions. The re-sale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties. |
| Admission: | The right of admission is reserved and is subject to the Promoter's and the Venue's terms of admission. |
| Recording and Broadcast: | The Promoter may record and broadcast these Events. If you are photographed, filmed or recorded whilst attending our Event, you consent to us (or our authorised third parties) photographing, filming or recording you. Promoter (and its authorised third parties) can broadcast, publish, license and use any photographs, film, recordings or images of you without compensation or liability in any way for its use. Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photos created by unauthorised or prohibited recording, filming or photography. |
| Entry Refused: | Entry may be refused if tickets have been tampered with or are damaged or defaced in any way or are not purchased directly from MOSHTIX or other authorised points of sale. |
| Police & Security: | For your safety, security guards, RSA Marshalls and police will be on site. Please be aware that the following patrons may be denied entry to the Events: <ul style="list-style-type: none"> • Any person deemed to be intoxicated and/or disorderly. • Any person who does not comply with a request to conduct a search or security check. • Any person who does not comply with a request from any authorised person including the Promoter, venue staff, security, or regulatory bodies. • Any unauthorised/unlicensed vendors. |
| Search on Entry: | Promoter may conduct security searches of clothing, bags and other items as determined in its reasonable discretion and it is condition of entry to these Events. |
| Bags: | We encourage patrons not to bring any bags, however, small bags are permitted. All patrons with bags will be subject to bag checking and other security measures upon arrival at the Venue. Please arrive early to ensure that you have plenty of time to proceed through security checks prior to entering the Venue. |
| Pass Outs: | No pass-outs are available at these Events. |
| Smoking: | Smoking is only permitted in the prescribed areas as marked and signed |
| Weather: | The Events will proceed rain or shine. Only exceptionally severe weather conditions will affect the performance so be prepared. Umbrellas are not permitted in the Venue, so bring a raincoat or poncho if there is inclement weather. |
| Food & Drink: | Water There will be free water stations at the Venue. Patrons may bring in: <ul style="list-style-type: none"> • EMPTY water bottle or cup (no glass) • Sealed plastic water bottle You cannot bring in any container or item deemed by Event staff (in their discretion) to be potentially dangerous (eg can be used as a missile) Food <ul style="list-style-type: none"> • Soft wrapped food in soft cooler bags or plastic bags are permitted |
| Venue & Promoter Directions: | You must follow the reasonable directions of Promoter and Venue staff as required. |
| Behaviour at the Events: | You must ensure that you act in an orderly manner when attending the Events. We may refuse entry or evict you if you or any of your party are behaving in a disorderly, offensive or inappropriate manner. We reserve the right to evict patrons who disobey Responsible Service of Alcohol legislation. Anyone found supplying or consuming illicit drugs will be evicted from the Venue and may face criminal charges. |
| General Admission Standing in the Park Area: | No chairs with legs higher than 23cm from the ground are permitted in the General Admission Area in the Park area. <u>No exceptions.</u> We are expecting large crowds at the Events so ask all patrons to remain mindful of those around them and be space conscious when reserving areas. We want to ensure that everyone is comfortable and has a great view of the performers. |
| Signage: | You are not permitted to display trading signs at the Venue without our prior written consent. |
| Litter: | We care for the environment and community. Please be respectful and place any litter in the bins provided around the Venue. Be waste and water wise - thank you. |
| Special Conditions: | We may impose specific additional conditions in relation to the entry to the Events. |

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| Risk: | <p>Entry to the Venue is at your own risk. Without limiting the generality of this:</p> <ul style="list-style-type: none"> • appropriate footwear and clothing must be worn at all times at the Venue. • patrons must not mosh, crowd surf, circle pit, wall of death, slingshot or stage dive. • ear plugs should be worn if necessary. <p>To the extent permitted by law, Promoter takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by patron's failure to follow Promoter directives. In the event of injury or illness Promoter may, at patron's cost, arrange medical treatment and/or emergency evacuation as deemed essential for the patron's safety.</p> |
| This Event is Licensed: | <p>Alcohol is not permitted to be brought into the Venue except as designated in the GA area not exceeding prescribed limits Only alcohol purchased at the Venue may be consumed at the Venue in the permitted areas. Acceptable ID is required to purchase or consume alcohol at the Events. You must be of legal age (18 years) to purchase and consume alcohol at the Venue. If you are found supplying or buying alcohol for a Minor, you and the Minor will be evicted from the Venue and may be referred to police.</p> |
| Prohibited Items: | <p>Prohibited Items are not permitted into the Venue – this includes but is not limited to:</p> <ul style="list-style-type: none"> • Alcohol except where permitted in the Kimberley Moon Experience General Admission area to prescribed limits • Glass (jars, bottles, containers, mirrors, perfumes, etc) • Hydration packs and reservoirs (eg Camelbaks) • Audio or video recording devices (including GoPro and similar) • iPads and tablets • Professional photography equipment (eg telephoto lenses; any lens over 20cm; any detachable lens; stands or other commercial equipment or anything deemed by Event staff to be professional photography equipment) • Monopods, tripods or attachment sticks (selfie-sticks) • Air horns • Weapons or explosives of any kind (including potential missiles) • Illegal substances • Animals (excluding service dogs such as guide dogs and police or emergency service dogs) • Nitrous oxide bulbs and canisters • Flares, fireworks, sparklers explosives, or any fire twirling equipment • Fires and open flames • Flammable liquids • Musical instruments • Sound systems • Portable laser equipment and pens • Sharpies, markers, paint cans or paint pens • Drones or other remote-control devices • Couches and chairs • Anything studded (ie belts, wristbands etc) • Skateboards, scooters, wagons, carts, rollerblades, roller skates, bicycles, quad-bikes, segways, hoverboards, self-balancing scooters or any personal motorised vehicles • Unauthorised solicitation materials including handbills, flyers, stickers, beach balls, give-aways, samples, or other promotional items • Umbrellas • Confetti or shredded paper • Large flags or banners • Kites or sky lanterns • Toy guns, water guns or slingshots • Any other item deemed by Event staff (in their discretion) to be dangerous or offensive or potentially dangerous <p>Any Prohibited Items will be confiscated. Confiscated items will not be returned, replaced or reimbursed.</p> |

Promoter reserves the right to amend, withdraw or vary these Event Terms & Conditions of Entry at any time without notice and will publish updated Terms & Conditions of Entry. **Event Terms & Conditions of Entry Published**