

BEYOND THE VALLEY 2025 TERMS AND CONDITIONS

The terms and conditions set out below ("**Terms and Conditions**") constitute a binding contract between Beyond The Valley Music Festival Pty Ltd (ACN 169 612 159) of 139 Dover St, Cremorne VIC 3121 ("**Promoter**") and the person holding or using a ticket to the event Beyond the Valley 2025 ("**Event**") at Barunah Plains, 4484 Hamilton Highway, Hesse VIC 3321 ("**Venue**"), irrespective of whether the ticket was purchased by the person holding or using the ticket and applies to any subsequent holders or recipients of the ticket ("**you**" or "**your**").

Terms and Conditions are binding

Tickets to the Event as described below (in whole or part) ("**Event Tickets**") are sold or given and admission to the Event is granted on the express condition that you agree to be bound by these Terms and Conditions, the Privacy Policy available on <https://www.beyondthevalley.com.au/privacy> ("**Privacy Policy**") and any other rules and regulations issued by the Promoter available on <https://www.beyondthevalley.com.au>, displayed at the Event, communicated by the Promoter from time to time in any other format in connection with the Event, the terms and conditions of any ticket merchant through which tickets to the Event are sold or distributed and any terms and conditions imposed by the Venue ("**Event Terms**").

The Event Terms also apply as relevant to any and all additional inclusions to your Event Ticket, including any Additional Package Information (defined later in these Event Terms). For the purposes of these Event Terms, except where expressly excluded or context indicates otherwise, the following tickets and inclusions shall also be considered Event Tickets:

- **Event Site** means the entirety of the Beyond the Valley site including but not limited to the campgrounds, arena and any authorised car parking locations
- **Festival Entry Ticket** means a ticket for access and entry into the festival arena and the areas designated by the Promoter as the arena site to attend the Event ("**Festival Arena**"). For avoidance of doubt, Festival Entry Tickets do not include any access to the Overall Campgrounds (defined below).
- **One Day Entry Ticket** means a ticket for access and entry into the Festival Arena to attend the Event for the designated date as selected by you. One Day Entry Ticket holders may enter at any time on the designated date and must leave the Event Site at the end of the final scheduled musical performance of the program for the same designated date. For avoidance of doubt, One Day Entry Tickets do not include any access to the Overall Campgrounds.
- **General Camp Ticket** means a ticket for camping access to enter the area designated by the Promoter for general camping located at the Event Site ("**General Campgrounds**").
- **Pre-Pitched Camp Ticket** means a ticket for camping access to enter the area designated by the Promoter for pre-pitched camping located at the Event Site ("**Pre-Pitched Campgrounds**").
- **Premium Camp Ticket** means a ticket for camping access to enter the premium area in the area designated by the Promoter for premium camping located at the Event Site ("**Premium Campgrounds**").
- **Lux Camp Ticket** means a ticket for camping access to enter the area and accommodation structure designated by the Promoter for luxury camping located at the Event Site ("**Lux Campgrounds**").
- **Valley Club Ticket** means a ticket to access the area or areas designated by the Promoter as the VIP area or areas ("**VIP Areas**").
- **Bus Ticket** means a ticket for the bus transfer service organised by a third-party service provider and authorised by the Promoter to/from the Event ("**Bus Service**"). For the avoidance of doubt, the third-party service provider is solely responsible for the Bus Service and Bus Ticket.
- **Vehicle Pass** means a ticket and/or pass for parking and authorisation to enter the Event Site with a car or vehicle of any sort.

General Campgrounds, Pre-Pitched Campgrounds, Premium Campgrounds and Lux Campgrounds are collectively referred to as the **“Overall Campgrounds”**.

You must have a valid Festival Entry Ticket to enter the Event Site. You are required to purchase and hold valid additional Event Tickets to access the relevant additional sites, including but not limited to the Overall Campgrounds and VIP Areas.

Compliance with Laws and Directions

You must follow all reasonable directions of the Promoter and any of its directors, officers, employees, personnel, agents, contractors and sub-contractors, as well as any Venue staff (**“Event Staff”**), including but not limited to security, bar and traffic management personnel and directions conveyed on signage at the Event Site, and comply with all applicable laws (including regulations) at all times before, during, and directly after the Event (including but not limited to liquor licensing, smoking laws and regulations and complying with total fire ban requirements).

The Promoter may authorise or instruct, in its absolute discretion, Event Staff to carry out or perform any of the obligations or functions of the Promoter in connection with the Event.

In the case of an emergency or serious injury, you must follow all official directions of, or authorised by, the Promoter, security staff and emergency services personnel.

You acknowledge and agree that if any outbreak of communicable diseases or illness occurs at the time of the Event, the Promoter may be required to include additional entry conditions that will be communicated, if required. 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 communicable diseases and any reasonable directions or instructions given by the Promoter in relation to the same.

Minimum Age + Refusal of entry or eviction from Event

You must be aged 18 years or over, at the time of the Event, to attend the Event. You must provide photographic identification documents being either an Australian driver's licence, a Victorian learner's permit, a Victorian proof of age card or an equivalent from another state or territory of Australia, a Keypass card or an Australian or foreign passport to the satisfaction of the Promoter and/or Event Staff to verify that you are aged 18 years or over (**“Valid Photo ID”**) and may be required to provide Valid Photo ID at various times during the Event.

The Promoter reserves the right to, and to authorise or instruct Event Staff to, refuse entry or evict any person from the Event Site that:

- fails to comply with the Event Terms;
- is in possession of any Prohibited Items (defined below);
- is under the age of 18;
- is unable to provide Valid Photo ID;
- appears to be unwell or is showing symptoms (including mild presentations) of a contagious disease;
- engages in any illegal activity or behaviour or any activity or behaviour deemed in the Promoter's absolute discretion to be unsafe, disorderly or antisocial, including, but not limited to being intoxicated or affected by alcohol or drugs;
- crowd surfing, moshing or stage diving;
- entering non-public or designated no access areas of the Event Site or areas of the Event Site to which your Event Ticket does not permit access;
- climbing the staging, rigging or other structures at the Event Site;
- causing damage to property or goods at the Event Site; or
- acting in a violent, threatening, inappropriate, abusive, aggressive, sexist, racist or discriminatory manner or for any other reason in the Promoter's absolute discretion.

It is your responsibility to ensure all members of your group meet the entry requirements. If anyone in your group or Vehicle is unable to provide a Valid Photo ID and/or is under the age of 18 years old

("Unauthorised Attendee"), then the Event Staff may refuse entry to the entire Vehicle or group until the Unauthorised Attendee is safely escorted away from the Event Site. The Event Staff may require that one person in your group or Vehicle escort the Unauthorised Attendee away from the Event Site before the whole group and/or Vehicle is allowed entry into the Event Site. For avoidance of doubt, the Promoter is not responsible for any inconvenience, loss of enjoyment or distress of any attendee in connection with the Unauthorised Attendee or their removal from the Event Site.

Event Tickets

The Promoter uses third-party intermediaries to sell Event Tickets. No other third party is authorised to sell Event Tickets other than the official event ticketing partner as advertised on the Event website. Ticket sales may be subject to the terms and conditions of these third parties (including as to payment methods and charges), and you are solely responsible for paying any and all booking fees and charges in connection with the sale, including but not limited to transaction and processing fees, such as credit card fees (which for the avoidance of doubt are additional to the advertised ticket price).

Entry to the Event Site will be granted upon presentation of a bar-coded Event Ticket and Valid Photo ID, subject to the entry requirements set out in these terms and conditions. Your Event Ticket (other than a Bus Ticket) must be presented upon arriving at the Event Site where it will be exchanged for a wristband. The wristband must be worn at all times while you are at the Event Site.

Event Tickets and wristbands must be treated like cash. Event Tickets or wristbands that are lost, stolen, destroyed or damaged will not be refunded or replaced, except as required by law or where the Event Terms provide otherwise. Wristbands that have been removed, tampered with, damaged or defaced will be rendered invalid and will not be replaced, unless the Promoter (at its sole discretion) authorises a replacement (subject to a replacement fee). Any person found without a wristband may be evicted from the Event Site by the Promoter or Event Staff.

You are responsible for checking all Event information and ensuring you have purchased the correct Event Ticket for the Event. Any complimentary Event Tickets provided by the Promoter may not, without the prior written consent of the Promoter, be sold, transferred or used by anyone other than the person whose name is on the Event Ticket or to which the Event Ticket is registered.

Unless otherwise provided for in these Event Terms or required by law, Event Tickets are not exchangeable or redeemable for any other event, or any other consideration, monetary or otherwise.

Event Ticket Name Registration

To ensure the validity of your Event Ticket and subsequent entry to the Event Site, Event Tickets will have your name printed on them or will be otherwise registered to your name.

Upon entry to the Event Site, Event Staff will check to ensure the name on your Valid Photo ID matches the name on, or registered to, your Event Ticket. If the name on, or registered to, your Event Ticket does not match the name on your Valid Photo ID, your Event Ticket will be invalid and you will be refused entry to the Event. The name on your Event Ticket, or the name to which your Event Ticket is registered, may be changed via Tixel, subject to payment by you of any applicable fees charged by the ticketing merchant.

For avoidance of doubt, any transactions, transfers and changes to the Event Ticket must be actioned in accordance with these Event Terms (and any terms and conditions from any third-party service providers) and will be your sole responsibility. Tixel is the Promoter's official resale partner. For all transactions and methods of transfer completed via Tixel, Tixel is responsible for such transactions in accordance with their terms of use and policies. The Promoter is not liable for any liabilities, loss, damage, harms or other claims in connection with Event Ticket transfers, change of names on the Event Tickets, or alternative methods for transactions. For more information on how to use Tixel to change the registered name on Event Tickets, please visit: <https://www.beyondthevalley.com.au/information>

Ticket Restrictions

Event Tickets may only be resold by you via Tixel.

Event Tickets may not otherwise, without the prior written consent of the Promoter, be re-sold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If an Event Ticket is sold or offered for re-sale or used in breach of this condition, the Event Ticket may be cancelled without a refund and the holder of the Event Ticket may be refused admission or evicted from the Event.

The Promoter reserves the right to enforce any published limit on the number of Event Tickets that can be purchased by any one person and may cancel any Event Tickets obtained above such limit by any one person.

Search on entry to Event Site

It is a condition of entry to the Event Site and Overall Campgrounds that a search of you and/or your possessions be conducted at the time of entry to the Event Site and Overall Campgrounds and at other times if requested by the Promoter or Event Staff. This may include, but is not limited to, bag checks, vehicle searches, pat downs, metal detector tests and drug detection tests. If you do not consent to such searches, you may be denied entry to the Event Site and/or Overall Campgrounds or evicted from the Event Site.

Staying Offsite

The Promoter may authorise a third-party service provider to facilitate a staying offsite package that includes:

- Accommodation for the duration of the Event;
- Festival Entry Ticket;
- Valley Club Ticket; and
- Ground transport to and from the accommodation to the Event Site during the duration of the Event.

("Staying Offsite Package")

You acknowledge and agree that you will comply with any terms and conditions in connection with the Staying Offsite Package required by the third-party services provider (accessible here: [insert]).

Additional Packages on Event Tickets

This section applies to you if you have purchased any of the following Event Tickets:

- Pre-Pitched Camp Ticket
- Premium Camp Ticket
- Lux Camp Ticket
- Valley Club Ticket
- Staying Offsite Package

(collectively, "Additional Packages")

The Promoter will use the telephone number of the email address you provided when you purchased the Event Ticket to communicate any information in connection to the Additional Packages ("**Additional Packages Information**"). You must comply with all Additional Packages Information and the Additional Packages Information forms part of these Event Terms once received by you.

The Promoter may vary, amend or change the Additional Packages or any goods, services or other benefits included in the Additional Packages at any time in its sole discretion, but the Promoter shall use reasonable commercial endeavours to ensure that where any variation, amendment or change is made, the Additional Packages remain of overall equivalent value.

Any beverage, food or vouchers included in any Additional Package may only be redeemed at the Venue or Event Site during the Event unless otherwise specified in writing by the Promoter.

Prohibited Items

The Promoter and Event Staff may confiscate any Prohibited Items or any other items which the Promoter, in its absolute discretion, considers may be used in an illegal, unsafe, antisocial or offensive manner. Confiscated items will not be returned, replaced or reimbursed and proceeds from confiscated items (if any) will be donated to a charity or charities of the Promoter's choice or otherwise disposed of at Promoter's sole discretion.

The following items are prohibited and must not be brought into the event site and overall campgrounds ("**Prohibited Items**"):

- Glass of any kind (including bottles and jars)
- Alcohol (of any amount or kind)
- Illegal or illicit substances
- Eskies or flasks
- Weapons of any sort including tasers and pepper spray;
- Lithium batteries;
- Items capable of being used as a projectile
- Baseball bats, cricket bats or any similar item or equipment
- Animals (excluding service dogs such as guide dogs and Police/emergency service dogs)
- Flares, fireworks, sparklers or fire twirling equipment
- Drums
- Drones
- BBQs, gas bottles and butane cannisters or cylinders
- Fires and open flames of any kind
- Flammable items
- Explosives
- Large sound systems (no larger than a UE Boom)
- Portable laser pens/equipment
- Couches, armchairs or large items of furniture
- Studded clothing, footwear or accessories
- Umbrellas and tents (outside of the Overall Campgrounds)
- Audio or video recording devices (other than a mobile phone) or selfie sticks
- Professional photography equipment (e.g. telephoto lenses; any lens over 20cm; any detachable lens or anything deemed by the Promoter to be professional photography equipment) unless you hold a valid media accreditation issued by the Promoter
- Skateboards, e-scooters, scooters, rollerblades, roller-skates, bicycles, or similar
- Political, religious, offensive or race-related materials; club patches or jackets
- Any other dangerous, unsafe, illegal or offensive items

If you have any medical or mobility equipment necessary for your health and mobility that may otherwise be considered a Prohibited Item, please bring this to the attention of the Promoter or Event Staff prior to entry to the Event.

Smoking Policy

The Promoter may, but is not required to, make available designated smoking areas at marked locations at the Event Site as determined by them in their sole discretion. Smoking is permitted in designated smoking areas (if applicable). You must not smoke within 20 metres of any area preparing or serving food. Smoking includes but is not limited to consumption and/or use of cigarettes, vapes/vaporisers, and e-cigarettes.

Photographing and/or recording of the Event

Personal digital cameras are permitted at the Event. Single-lens reflex (SLR) and digital single-lens reflex (DSLR) cameras are permitted at the Event Site, but professional photography equipment (including, but not limited to telephoto lenses, any lens over 20cm or any detachable lens) is not permitted at the Event without media accreditation issued by the Promoter. The Promoter shall determine in its absolute discretion, whether photography equipment is considered to be professional photography equipment. Photos of artists, musicians and/or the Event are permitted only on the basis that:

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

Recording or filming the Event with professional photographer equipment, SLR or DSLR without a valid media accreditation issued by the Promoter, is strictly prohibited. The Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photographs created by unauthorised or prohibited recording, filming or photography.

You agree that the Promoter and/or any person authorised by it may issue take down notices and cease and desist notices in relation to any unauthorised content taken or recorded during the Event.

Recording and Photographing of the Event by Promoter

You consent to be included in any audio recordings, audio-visual recordings and photographs of the Event created by, at the direction of, or with the authority of the Promoter ("**Materials**"). In the event that you hold any rights in the Materials, without any fee or compensation payable to you, you irrevocably grant an exclusive and sole licence to the Promoter over any and all benefit, right, title and interest in and to the Materials owned, controlled or created by you for the Promoter to hold and exploit in any context in any and all media now known or later devised absolutely, in perpetuity, throughout the world (including for advertising, marketing and promotional purposes whether in respect of the Promoter or third parties), free from any claims whatsoever from you. You waive all moral and other similar rights in respect of your performance or participation in the Materials that you may be entitled to under the laws of any jurisdiction throughout the world in perpetuity. To the extent that the foregoing waiver is not enforceable in any such jurisdiction, you unconditionally and irrevocably consent, for the benefit of everyone throughout the world, to the Promoter, its licensees and assignees doing or authorising the doing of any act or making or authorising the making of any omission which may infringe your moral rights in respect of the Materials.

Restricted Capacity Areas

You acknowledge that the Promoter may set restrictions on the number of people that can attend certain areas of the Event Site, such as within buildings or structures, within enclosed areas or at stages ("**Restricted Capacity Areas**"). Once the maximum capacity, as determined by the Promoter, at any Restricted Capacity Area has been reached, the Promoter or Event Staff may prevent further admissions to the Restricted Capacity Areas. Your purchase of an Event Ticket does not guarantee admission to Restricted Capacity Areas where the maximum capacity has been reached and you will not be entitled to a refund if you are prevented from entering a Restricted Capacity Area. If you attempt to enter or enter a Restricted Capacity Area where you are not permitted to do so, you may be evicted from the Event.

Vehicle

If you are arriving by vehicle, you must purchase the appropriate Vehicle Pass. The Promoter may refuse entry to the vehicle if you have not purchased the appropriate Vehicle Pass. You acknowledge that purchase or possession of a Vehicle Pass does not entitle you to entry to the Event Site without an Entry Ticket. Vehicles must be driven at 10km/h at all times at the Event Site and any area notified to you by the Promoter, Event Staff and/or any authority (including the Police or emergency services).

You must follow all laws and regulations when operating a vehicle. For avoidance of doubt, driving a vehicle when intoxicated or under the influence of alcohol or any illicit substance is a criminal offence.

and the Promoter may report such offences to the Police and relevant authorities, in addition to any remedies and claims the Promoter may have against you, including but not limited to removing or evicting you from the Event Site.

Bus Service

Purchase of a Bus Ticket will entitle you to access the Bus Service as described on the Bus Ticket and otherwise indicated by the third-party services provider. You agree to review and comply with any terms and conditions of the third-party services provider (accessible at <https://motmevents.com.au/terms/>). You acknowledge that purchase or possession of a Bus Ticket does not entitle you to entry to the Venue, and that the Event Terms (where relevant) apply equally to the Bus Service.

Alcohol

The Event is fully licensed. You must not bring alcohol into the Event Site. Only alcohol purchased from bars at the Event may be consumed at the Event Site. You must be aged 18 years or over to purchase and/or consume alcohol on the Event Site and you must provide Valid Photo ID in order to purchase alcohol. There is no alcohol to be taken into the Overall Campgrounds under any circumstances unless otherwise stated in writing by the Promoter. The Promoter reserves the right to, and to authorise or instruct Event Staff to, refuse entry, remove or evict any person from the Event Site that breaches or fails to comply with this section or any relevant alcohol laws and regulations.

Food and non-alcoholic drinks

Food and non-alcoholic drinks will be permitted into the Event Site. The contents of any unsealed bottles will not be permitted into the Event Site, but unsealed empty bottles (no glass) are permitted into the Event Site for filling with water at the Event Site. Cooking facilities will not be provided at the Event Site.

RFID Systems and Cashless Event

The Promoter may authorise a third-party service provider ("**RFID Merchant**") to provide and offer RFID systems to facilitate cashless payment via purchased credits, which may be embedded as a physical pass or wristband ("**RFID Pass**"). You acknowledge and agree that any use, transaction and other activity in connection with the RFID Pass is governed by the RFID Merchant and you agreed to comply with such terms (accessible at: [insert]).

You may pre-purchase credits online prior to the Event and/or purchase credits at the Event to load onto your RFID Pass. The Promoter and Venue reserve the right to designate card payments and/or credits via your RFID Pass as the only accepted form of payment at any point of sale at and in the Event. The Event is otherwise cash free.

The RFID Pass will be subject to an activation fee and loading fee for purchased credits in accordance with the terms and conditions of the RFID Merchant, accessible here: [insert third-party website]. For avoidance of doubt, all fees in connection with the RFID Pass are non-refundable (subject to any applicable laws and regulations) and will be collected by the RFID Merchant. The Promoter does not operate the RFID system or RFID Pass and excludes any liability and responsibility for technical issues in connection with the RFID Merchant, RFID Pass and related systems.

After the conclusion of the Event, if your RFID Pass has any unused credits then:

- (a) you may request that unused credits be withdrawn from the RFID Pass for the equivalent value from the RFID Merchant's platforms and/or website ("**Unused Credits Withdrawal**");
- (b) any Unused Credits Withdrawal must be requested within two (2) weeks of the conclusion of the Event. You acknowledge that any unused credits not withdrawn by this date will expire and can no longer be accessed; and

- (c) Unused Credits Withdrawal only applies to purchased credits by you and excludes any credits that are pre-loaded by the Promoter or given to you by the Promoter through any means (including but not limited to credits as prize winnings, competitions or goodwill).

The RFID Pass may contain personal information or emergency contact information that is only accessible by certain third parties in emergency situations. You acknowledge and expressly consent to the collection, use and disclosure of your personal information in accordance with our Privacy Policy.

. Drugs and illegal substances

If you are found supplying, consuming or in possession of illicit drugs or illegal substances by the Promoter or Event Staff, you may be evicted from the Event Site and the Promoter may notify the Police.

Special Prescription Medication Requirements

If you require special prescription medication ("**Prescription Medication**"), you must ensure that:

- the Prescription Medication is in its original container, with the pharmacy label intact and clearly showing name of the person the Prescription Medication is issued to ("**Medication Holder**");
- the name of the Medication Holder must match the name on your Event Ticket, and you agree to provide the relevant Valid Photo ID when requested by the Event Staff; and
- the quantity of the Prescription Medication is the minimum amount required for the duration of the Event.

You acknowledge and agree that if you are unable to comply with the above requirements of this section, then the Promoter may treat the Prescription Medication as a Prohibited Item and/or evict you from the Event Site.

Signage

You are not permitted to display any trading signs at the Event Site without prior written consent of Promoter.

Clothing, footwear and ear plugs

Appropriate clothing and footwear must be worn at all times at the Event Site. Any person wearing high heels, studded clothing, or other clothing items which pose a safety threat or may otherwise cause offense, in the Promoters' sole discretion, may be refused entry or evicted from the Event. Due to the noise levels at the Event Site, you should wear ear plugs at all appropriate times during the Event.

Movement around the Event Site

You must take reasonable care when moving around, or traversing, the Event Site. You must move (whether on foot or in a vehicle) in an orderly fashion, in accordance with the directions of the Promoter and Event Staff, and you must not do anything that may hinder, or prevent, the safe passage of other patrons or Event Staff at the Event Site or the surrounding areas (including entering and exiting the Event Site). Where maps of the Event Site are made available by the Promoter, you should familiarise yourself with the layout of the Event Site, including the location of any emergency exits, to assist with moving around the Event Site safely in the event of an emergency.

The Promoter will endeavour to make the Event Site accessible for those using wheelchairs, mobility scooters or with a disability; however you acknowledge that the Venue has pre-existing natural terrain and pre-existing structures and facilities, and in some cases it may be impossible, impractical, unsafe or contrary to building laws or regulations to make all areas of the Event Site accessible for all patrons. By purchasing an Event Ticket, you acknowledge and understand that some public areas of the Venue may not be accessible by all patrons. So that the Promoter can do its best to meet your

needs, please contact them directly at info@beyondthevalley.com.au for more information prior to the Event if you have specific accessibility requirements.

Injury or illness

In the event of injury or illness the Promoter or Event Staff may, at your expense, arrange medical treatment and/or emergency evacuation as deemed necessary or advisable (in the opinion of the Promoter or Event Staff) for your health or safety or for the health and safety of other persons at the Event.

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 you may be evicted from the Event.

Environment and facilities

This Event is a “leave no trace” event, please ensure that you dispose of all rubbish correctly or take it home with you. Please be respectful of the environment and you must place any litter in the recycle or other bins provided around the Event Site. When you need to use the toilet, you must only use the public toilet facilities provided at the Event Site. You must not damage, improperly use or tamper with any public facility or infrastructure at the Event Site, or intentionally or recklessly cause any damage or interference to plants or animals at the Event Site or in the area surrounding the Event Site.

Your belongings

You enter the Event Site at your own risk and shall be responsible for the safety and security of all your belongings brought into the Event Site. The Promoter accepts no responsibility for any loss of, damage to or theft of your possessions or property at the Event. The event is not responsible for any damages to your car and or camping equipment. This Event is a “leave no trace” event, please ensure you take all of your belongings home with you.

Overall Campgrounds and Event Site access

If you are the holder or user of a General Camp Ticket, Pre-Pitched Camp Ticket, Premium Camp Ticket or Lux Camp Ticket (collectively referred to as “**Camping Tickets**”), depending on the number of days of access the Festival Ticket entitles you to, you will be able to camp at the relevant site at the Overall Campgrounds for up to four (4) nights and four (4) days from 8am local time at the Event Site on 28th December 2025 until 12pm local time at the Event Site on 1st January 2026.

There shall be no entry into the Overall Campgrounds prior to 8am local time at the Event Site on Thursday 28th December 2025.

The Promoter reserves the right to amend or vary the advertised camping configuration, capacity, the dates of the access to the Overall Campgrounds (without prior notification) and deny admission to the Overall Campgrounds in accordance with the Event Terms or for any other reason in the Promoter’s absolute discretion.

There shall be no entry into the Festival Arena prior to 12pm local time at the Event Site on 28th December 2025

There shall be no entry into the Event Site prior to 8am local time at the Event Site on 28th December 2025 and the Event Site must be vacated by 6pm local time at the Event Site on 1st January 2025.

Selection of camping spot

On arrival at the Event Site, you may select your camping spot at the Event Site, provided that you follow all signage regarding restricted areas. You must follow the directions of the Event Staff and all vehicles must be parked at the Event Site in the areas directed by Event Staff and must not be moved for the duration of the Event. If your Vehicle or your camping spot is on, or encroaches on, any walkway, roadway or emergency access lane, it may be towed or removed by or at the direction of the Promoter, at your expense.

If you wish to camp with friends then you will need to arrive together or alternatively there will be a holding bay for you to wait at until the rest of your party arrives. Under no circumstance will camping spots be held or reserved for late arrivals. Each type of Event Ticket with Add-On Areas access has a designated area within the Event Site and you will only be able to camp in the designated area on your Event Ticket.

You are responsible for your selection of camping spot on the Event Site. You acknowledge, fully understand, and are aware of the dangers, risks and harms associated with camping and selecting camping spots. You must:

- NOT select a camping spot in a restricted or dangerous location, including but not limited to under trees or natural structures, near rock formations or holes, on cliffs or any other location reasonably expected to carry a risk of harm or danger to your persons and the environment;
- BE AWARE of insects, animals and reptiles (including snakes and lizards) at all times during the Event; and

When returning to your camping spot or moving around the Event Site generally, BE AWARE of the natural terrain at the Event Site. Ensure that you are using a torch or otherwise have sufficient lighting to see your surroundings.

Weather conditions

The Event is an all-weather event and will proceed (unless the Promoter determines otherwise in its absolute discretion). You should be prepared for all weather conditions (including while camping). The geographical area in which the Event is situated may be subject to extremes of temperatures, in particular high temperatures during the day, and low temperatures during the night.

Swimming Not Permitted

In the event that there are any rivers, lakes, streams, water courses, dams, pools or any other bodies of water at or around the Event Site, swimming is not permitted.

Leaving the Event Site

At the conclusion of the Event, you must remove all of your belongings, camping equipment, rubbish, recycling and vehicles. The Promoter will not be responsible for any of your property left at the Event Site and the Promoter may discard, sell or donate to charity any property left at the Event Site following the conclusion of the Event.

Accessible Camping

There is a dedicated accessible campground for those with accessibility needs ("**Accessible Campgrounds**"). If you require access to the Accessible Campgrounds, please notify Event Staff upon arrival or otherwise contact the Promoter at info@beyondthevalley.com.au. Please note you will be required to provide details of your Mobility Parking Scheme permit issued by a regulatory authority (or equivalent proof of impaired mobility) and bring the original permit (or equivalent proof) to the Accessible Campgrounds for presentation upon entry to the Accessible Campgrounds.

Alterations to the Event

To the extent permitted by law and subject to these Event Terms, the Promoter reserves the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, the date, the entry and exit times, the amenities, the facilities, the attractions, the entertainment, the Event Site and/or the Overall Campgrounds for the Event at its discretion without prior notification. You acknowledge that the Promoter does not make any representations or warranties in respect of the aforementioned factors, and you have not relied on any representations or warranties by the Promoter regarding the above in connection with your purchase of an Event Ticket. The Event is provided 'as is' and to the extent permissible by law, the Promoter makes no warranties or representations regarding the suitability of the Event, and any photos of past events used in connection with the promotion and

marketing of the Event are illustrative only and should not be relied upon as an accurate description of the Event.

Without limiting the foregoing, you agree and acknowledge that the Promoter may need to make significant changes to the Event in response to COVID-19 and to comply with any legislation, regulation, health order or other government direction or recommendation in place to prevent the spread of COVID-19 and that these changes may occur after you purchase your Event Ticket, at any time prior to the Event. These restrictions may include seating or dancing arrangements, format of the event (including location and visibility of the stages or screens), and the creation of restricted zones within the Venue. You agree and acknowledge that except where required by law, you will not be entitled to a refund in these circumstances.

If the Promoter determines that a reduction to the capacity of the Event is necessary or desirable, the first purchased Event Tickets will remain valid up to the revised Event capacity. Any other Event Tickets will automatically be transferred to the next 'Beyond The Valley' event but those ticket holders will be entitled to request a refund in line with further information provided by the Promoter at such time.

Refund and Cancellation Policy

The Promoter may deny admission to the Event Site and/or Overall Campgrounds and/or VIP Areas (including admission to a particular performance at the Event Site) in accordance with the Event Terms or otherwise in its absolute discretion.

Unless where required by law or in accordance with Live Performance Australia's Ticketing Code of Practice, there will be no refund of any Event Tickets or for any unused portion of an Event Ticket (including Camping 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 Event Site or Overall Campgrounds or VIP Areas by the Promoter or Event Staff in accordance with the Event Terms, if you fail or are unable to attend the Event, if you arrive after the commencement of the Event, if you leave the Event Site prior to the conclusion of the Event, if you do not camp for the full period in which your Camping Ticket entitles you to Overall Campgrounds access or if you purchase the incorrect type of Event Ticket.

Force Majeure Events

The following section applies to all Event Tickets, if the Event cannot take place (in whole or in part) as a result of any act of God; extreme weather; bushfires; war; council or governmental rulings or decisions; actions or decisions of the police or other authorities; cancellation by the Venue owner, lessee or controller; or for any reason outside of the Promoter's reasonable control ("**Force Majeure Event**"), then the Promoter may, at their sole discretion:

(a) Postpone the Event. Provided that the Event is postponed within twelve (12) months of the original advertised Event Date, the Promoter may continue to hold payment for the Event Ticket and you shall not be entitled to a refund. Instead, you shall have the right to use the Event Ticket to attend the postponed Event. If the Event is not postponed within the specified period above, it will be considered a cancellation in accordance with clause (b) below.

(b) Cancel the Event. If the Event is cancelled by the Promoter due to a Force Majeure Event, then the Promoter may grant a refund in their sole and absolute discretion unless otherwise required by law. Any refunds will be less a reasonable administrative service fee.

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 the COVID-19, it shall be treated as a Force Majeure Event, 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.

Release

To the full extent permitted by law, you waive all legal rights of action against and fully release the Promoter; Event Staff; the owners, lessees and controllers of the Event Site and Venue; and the

respective members, directors, officers, employees, volunteers, contractors or agents of the aforementioned ("**Released Parties**") from any liability for any loss, damage, personal injury, death, economic loss or consequential loss suffered or incurred howsoever arising out of or in connection with (whether directly or indirectly) (A) the performance or non-performance by the Promoter of any part or whole of these Event Terms (including any liability under contract or tort) or (B) your purchase of an Event Ticket and/or attendance at the Event; including but not limited to (i) damage to your or any other person's computer or device resulting from the purchase of an Event Ticket (ii) any theft, loss or damage to your property (including motor vehicles) at the Event (iii) any variation to the Event as stated in these Event Terms; (iv) your choice to consume any alcoholic beverages or participate in any activities at the Event; (v) any other loss or damage caused by the your negligence or the unforeseeable actions of other patrons; (vi) contracting COVID-19 as a result of your attendance at the Event.

Indemnity

By purchasing an Event Ticket, you agree to indemnify the Released Parties against any loss or damage any of them may suffer as a result of your wilful, negligent or reckless acts or omissions at the Event or as a result of your breach of the Event Terms.

Promoter's Liability

To the extent permitted by law (including the Australian Consumer Law), the Released Parties will not be liable or responsible for any loss, damage, injury, delays, additional expenses or inconvenience suffered or incurred by you or any person in or entering or exiting the Event Site, participating in the Event or otherwise in connection with the Event whether caused by the negligence of the Promoter or any of the Released Parties and whether arising in tort, contract, bailment or otherwise. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) ("**Australian Consumer Law**"), the Promoter limits its liability in respect of any breach of any statutory guarantee under the Australian Consumer Law in the manner set out in section 64A(2)(b) of the Australian Consumer Law.

Voluntary Assumption of Risk

Entry to the Event Site is at your own risk. You understand that your attendance at the Event may carry with it certain dangers, including the risk of injury (including but not limited to any injury or illness, or loss related to or caused by COVID-19) and damage to you and your property. By attending the Event and entering the Event Site, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence or weather) at the Event.

Third Party Services

The Promoter may provide links to websites, goods and services operated or provided by third parties in connection with the Event and Event Tickets ("**Third Party Services**"). Those links to Third Party Services are provided for convenience and may not remain current or be maintained. By providing links to Third Party Services, the Promoter does not recommend or endorse any particular information, product, or service, that is offered by the Third Party Services or that the Third Party Services are suitable for you or your circumstances. Any correspondence or transaction between you and the Third Party Services, even in connection to the Event and Event Tickets, is solely between you and the Third Party Services and your access and use of such Third Party Services is solely at your own risk.

Your Personal Information

Your personal information will be collected and handled in accordance with the Privacy Policy.

Variations to Event Terms

These Terms and Conditions and/or any of the Event Terms may varied at any time. Any variations become effective immediately once the variation is published, displayed or otherwise communicated.

Novation or Assignment

The Promoter may novate or assign its rights and/or obligations under these Terms and Conditions. Where the assignee or novatee assumes the rights and/or obligations of the Promoter under these Terms and Conditions, the Promoter shall be released from all such rights or obligations.

Severability

If any provision or part of a provision of these Terms and Conditions is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

Governing law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria and the parties irrevocably and unconditionally submit to the jurisdiction of the courts there.