

UNTITLED - TERMS AND CONDITIONS OF ENTRY

- 1 The terms and conditions set out below ("**T&Cs**") constitute a binding agreement between Untitled Group Pty Ltd of 139 Dover Street, Cremorne VIC 3121 and its Associated Entities (as defined by section 50AAA of the *Corporations Act 2001* (Cth)) ("**Promoter**") and you.

2 Definitions

All capitalised terms in these T&Cs shall have the meaning defined at clause 2 or as otherwise stated in the T&Cs.

Emergency Services Personnel means any staff, personnel and representative of any emergency services, including but not limited to emergency medical services (ambulance and medical personnel), police and other law enforcement agencies and the fire department.

Event means any of the Promoter's events, live music performances and shows.

Event Date means the date described at the relevant Event Page.

Event Staff includes the Promoter's directors, partners, officers, employees, contractors, sub-contractors, agents, volunteers, as well as any Venue employees, contractors, sub-contractors, security, bar staff, traffic management staff and other representatives.

Event Page means the Promoter's or authorised Promoter partner's website page that provides the details of the relevant Event.

Force Majeure Event means where the performance of the Promoter's obligations under these T&Cs is delayed or becomes impossible of performance for any reason beyond the Promoter's reasonable control as a result of any act of God; extreme weather; flood; bushfire; war; council or government order, ruling or decision; action or decision of the police or other authority; or cancellation by the Venue owner, lessee, or controller.

Ticket(s) means any ticket purchased or held by you for the Event. For the purposes of these T&Cs, any reference to Tickets includes any other entry pass (such as wristband and/or memento tickets) provided by the Promoter in exchange for Tickets.

T&Cs means these terms and conditions between you and the Promoter, and all terms, rules, statements, notices, and directives shown or displayed on or with your ticket, on the Event Page, on-site at the Event and/or Venue, on the Promoter's website and social media pages, or otherwise communicated to you by the Promoter from time to time.

Privacy Policy means the Promoter's privacy policy accessible at <https://www.untitledgroup.com.au/privacy-policy>.

Prohibited Item/s has the meaning given to it at clause 8.2.

Promoter means Untitled Group Pty Ltd of 139 Dover Street, Cremorne VIC 3121 and its Associated Entities (as defined by section 50AAA of the *Corporations Act 2001* (Cth)).

Valid Photo ID means a current and valid photographic identification document, being either an Australian driver's licence, a Victorian proof of age card or equivalent from another state or territory of Australia, an Australian Keypass card, or a valid Australian or foreign passport.

Venue means the location of the Event as described at the relevant Event Page.

Venue T&Cs means any terms and conditions of the Venue, which may be accessible at the Venue's website and/or at the entrance to the Venue.

You or **your** means the person holding or using the Ticket, irrespective of whether the ticket was purchased by the holder or user of the Ticket.

3 Updates to the T&Cs

The Promoter may vary these T&Cs at any time by updating them. It is recommended that you regularly check the T&Cs for updates. Your purchase of any Ticket, attendance at the Event, or any interaction with the Promoter after such variations will signify your acceptance of the amended T&Cs (as applicable).

4 Purchase of Tickets

- 4.1. You are responsible for checking all Event information, personal information for receipt and delivery of the Tickets (including if you have elected to receive a hard-copy ticket), and ensuring you have purchased the correct Ticket for the Event. The Promoter does not offer refunds or exchanges for change of mind, incorrect ticket purchase (e.g. purchasing an over 18 ticket instead of all ages, failure to receive any information regarding the Event due to incorrect information input (such as incorrect address) or technical problem or malfunction of any server, network or computer system), or a change in your personal circumstances.
- 4.2. The Promoter uses certain authorised third party intermediaries to sell Tickets. No other third party is authorised to sell Tickets other than the official event ticketing partner as advertised on the Event Page. Ticket sales may additionally 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 and currency conversion fees (which for the avoidance of doubt may be additional to the advertised ticket price). In no event shall the Promoter be responsible or liable for any loss, cost, damage, fee, liability or otherwise whatsoever due to (i) your successful purchase of a Ticket; (ii) any payment processing issue or error for any reason including electronic or computer malfunction or error; (iii) typographical, human or other errors including any errors which may occur during the buying process (iv) fraudulent, negligent, or unauthorised credit card use.
- 4.3. Tickets may only be resold by you via <https://tixel.com/au/>. Tickets may not, 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 purpose (including but not limited to giveaways, competitions, and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a Ticket is sold or offered for re-sale or used in breach of this condition, the Ticket will be invalid, and the holder of the Ticket may be refused admission or evicted from the Event.
- 4.4. The Promoter reserves the right to enforce any published limit on the number of Tickets that can be purchased by any one person, and any Tickets obtained above such limit by any one person will be invalid.

5 Conditions of Entry to Event

Tickets

- 5.1. Entry to the Event will be granted upon presentation of a valid Ticket at the Venue.
- 5.2. Tickets will have your name printed on them or will be otherwise registered to your name. Upon entry to the Venue, Event Staff will check to ensure the name on your Valid Photo ID matches the name on, or registered to, your Ticket. If the name on, or registered to, your Ticket does not match the name on your Valid Photo ID, your Ticket will be invalid and you will be refused entry to the Event. The name on your Ticket, or the name to which your Ticket is registered, may be changed by contacting the Promoter's ticket resale merchant (at <https://tixel.com>) or the relevant ticketing merchant, subject to payment by you of any applicable fees charged by the ticketing merchant.

- 5.3. Tickets that are lost, stolen, destroyed, tampered with, defaced, damaged or given to a person other than the Ticket holder at the time of entry to the Venue or during the Event will not be refunded or replaced, except as required by law or where the T&Cs provide otherwise. Any person found without a valid Ticket will be denied entry to the Event and may be evicted from the Venue by the Promoter or Event Staff.
- 5.4. Any complimentary Tickets provided by the Promoter may not, without the prior written consent of the Promoter in each instance, be sold, gifted, transferred or used by anyone other than the person whose name is on the Ticket or to which the Ticket is registered.
- 5.5. Unless otherwise provided for in these T&Cs or required by law, Tickets are not refundable, exchangeable, or redeemable for any other event, or any other consideration, monetary or otherwise.

Age Restrictions

- 5.6. Unless otherwise stated on the Event Page, you must be aged 18 years or over to attend the Event. You must provide current Valid Photo ID to the satisfaction of the Promoter, Event Staff and/or Venue to verify that you are aged 18 years or over and may be required to provide Valid Photo ID at various times during the Event.
- 5.7. If the Event Page states that the Event is "All Ages", then:
 - (a) If you are aged **18 years and over**, you must provide Valid Photo ID and have a valid Ticket.
 - (b) If you are aged **between 13-17 years old**, you must have a valid Ticket and be supervised by a parent or legal guardian over the age of 18 years old at all material times during the Event.

Venue Terms and Conditions

- 5.8. You acknowledge and agree that your attendance at the Venue is additionally subject to any Venue T&Cs, including but not limited to any smoking policies. You agree to comply with any Venue T&Cs. If there is any inconsistency between these T&Cs and Venue T&Cs, then the Venue T&Cs shall prevail only to the extent that the inconsistency applies to that term.

Consent to Search

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

6 Prohibited Items

- 6.1. The following items are prohibited and must not be brought into the Event Site ("**Prohibited Items**"):
 - (a) Alcohol
 - (b) Illegal or illicit substances, or drug paraphernalia
 - (c) Inappropriate or offensive (in the sole discretion of the Event Staff, Promoter or Venue) signage or placards of any kind
 - (d) Weapons of any sort including tasers and pepper spray
 - (e) Umbrellas
 - (f) Glass
 - (g) Items capable of being used as a projectile or weapon
 - (h) Baseball bats and cricket bats or any similar item or equipment
 - (i) Animals (excluding service dogs such as guide dogs and police/emergency service dogs)
 - (j) Flares, fireworks, sparklers or fire twirling equipment
 - (k) Drones

- (l) Flammable items (excluding commercially available small portable personal lighters)
- (m) Explosives
- (n) Air horns, whistles, megaphones
- (o) Laser pens/equipment/pointers
- (p) Audio or video recording devices (other than a mobile phone), or selfie sticks, or tripods, unless otherwise authorised by the Promoter
- (q) 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 otherwise authorised by the Promoter
- (r) Skateboards, scooters, rollerblades, roller-skates, bicycles, motorised vehicles or similar
- (s) Political, religious, offensive or race-related materials
- (t) Any other dangerous, unsafe, illegal or offensive items or items that may interfere with the enjoyment, comfort or safety of other persons or security at the Venue.

6.2. The Promoter and the Event Staff may, at any time and in their sole discretion:

- (a) modify the list of Prohibited Items and provide an update notification to you;
- (b) require that any Prohibited Item is stored at a designated location (including but not limited to cloakrooms at the Venue or other reasonable storage facility), which may attract a fee (at the Promoter's sole discretion). The Promoter and the Event Staff may deny you entry or evict you from the Venue until the Prohibited Item has been adequately stored in the sole opinion of the Promoter and/or Event Staff;
- (c) confiscate any Prohibited Item 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; and/or
- (d) require that you permanently remove the Prohibited Item from the Venue, at your sole expense.

If you are found in possession of a Prohibited Item you may be refused entry into or evicted from the Event

6.3. 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.

7 Compliance with Laws and Directions

7.1. You must follow all reasonable directions of the Promoter and Event Staff as well as directions conveyed on signage at the Event. You further agree to comply with all applicable laws (including regulations) at all times during the Event (including but not limited to liquor licensing, weapons, aviation safety, and smoking laws and regulations).

7.2. 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.

7.3. In the case of an emergency, injury, or illness you must follow all official directions of the Promoter or those parties authorised by the Promoter including security staff, and Emergency Services Personnel.

7.4. 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 or any other communicable disease and any reasonable directions or instructions given by the Promoter in relation to the same.

8 Refusal of entry or eviction from Event

- 8.1. The Promoter may deny admission to the Venue (including admission to a particular performance at the Venue) in accordance with these T&Cs or otherwise in its absolute discretion.
- 8.2. The Promoter reserves the right to, and to authorise or instruct Event Staff to, refuse entry or evict any person from the Event that:
- (a) fails to comply with these T&Cs;
 - (b) fails to comply with the Venue T&Cs;
 - (c) is unable to provide current Valid Photo ID;
 - (d) appears to be unwell or is showing symptoms of a contagious disease (including mild presentations);
 - (e) engages in any illegal activity or behaviour
 - (f) engages in any activity or behaviour deemed in the Promoter's absolute discretion to be unsafe, disorderly or antisocial, including without limitation being intoxicated or affected by alcohol or drugs;
 - (g) crowd surfing, slamming, moshing, or stage diving;
 - (h) throwing items;
 - (i) entering non-public or designated no access areas of the Venue or areas of the Venue to which your Ticket does not permit access;
 - (j) climbing the staging, rigging, or other structures at the Venue;
 - (k) causing damage to property or goods at the Venue or to another person or property; or
 - (l) acting in a violent, threatening, inappropriate, abusive, aggressive, sexist, racist, or discriminatory manner; or
 - (m) any other reason in the Promoter's discretion (not to be unreasonably applied).

9 Photographing and/or recording of the Event

- 9.1. Personal digital cameras (including smartphones) and single-lens reflex (SLR) and digital single-lens reflex (DSLR) cameras are permitted at the Event. 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:
- (a) images are only used for private and personal use; and
 - (b) images cannot be made available for sale, licence, or otherwise exploitation;
 - (c) images cannot be published, reproduced, or publicly exhibited.
- 9.2. Recording or filming the Event other than in accordance with clause 9.2 above 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 and to evict any person from the Event found to be recording or filming in contravention of this clause.
- 9.3. 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.

10 Recording and Photographing of the Event by Promoter

You consent to being 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 including but not limited to materials created by drones, remotely piloted aircraft systems and any other recording apparatus ("**Materials**"). In the event that you hold any rights in the Materials, you irrevocably grant to the Promoter an irrevocable, perpetual, royalty free, fully paid up, worldwide licence in and to the Materials owned, controlled or created by you for the Promoter to hold and reproduce, publish, perform in public, communicate in public, use, and otherwise exploit in any context in any and all media now known or later devised absolutely (including for advertising, marketing and promotional purposes whether in respect of the Promoter, Event, or third parties), free from any claims whatsoever from you. You waive all

moral or 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.

11 Restricted Capacity Areas

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

12 Alcohol, Smoking, Drugs and Illicit Substances

- 12.1. You must not bring alcohol into the Venue. Only alcohol purchased from bars at the Event may be consumed at the Venue. You must be aged 18 years or over to purchase and/or consume alcohol and you must provide Valid Photo ID to verify that you are aged 18 years or over in order to purchase alcohol. If you are found supplying or buying alcohol for any person under 18 years of age you will be evicted from the Event and the Promoter may report your conduct to the police.
- 12.2. Smoking is only permitted in designated smoking areas by the Venue and/or the Promoter. Any person found smoking at the Event (other than in a designated smoking area) may be evicted from the Event. For avoidance of doubt, smoking includes (but is not limited to) e-cigarettes and pods, cigarettes, cigars, vaporisers or other combustible devices.
- 12.3. You must not supply, consume or possess illicit drugs or illegal substances during the Event. If you are found supplying or trafficking illicit drugs or illegal substances by the Promoter or Event Staff, you shall be evicted from the Event and Venue, and the Promoter will notify the police. The Promoter is not liable to you for any loss or damage suffered whatsoever if you are searched and found to be in possession of any illicit drugs or illegal substances before or during the Event.

13 Special Prescription Medication Requirements

- 13.1. If you require special prescription medication during the Event ("**Prescription Medication**"), you must ensure that:
 - (a) the Prescription Medication is in its original container, with the pharmacy label intact and clearly showing the name of the person the Prescription Medication is issued to ("**Medication Holder**");
 - (b) the name of the Medication Holder must match the name on your Valid Photo ID when requested by the Event Staff; and
 - (c) the quantity of the Prescription Medication is the amount required for the duration of the Event.
- 13.2. 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.

14 Conduct during the Event

Movement around the Venue

- 14.1. You must take reasonable care when moving around the Venue as well as when you enter and exit the Venue. You must move (whether on foot, in a wheelchair, or otherwise) in an orderly and safe 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 and efficient passage of other patrons or Event Staff at the Venue or the surrounding areas (including entering and exiting the Venue). Where maps of the Venue are made available by the Promoter, you should familiarise yourself with the layout of the Venue, including the location of any emergency exits, to assist with moving in and around the Venue safely in the event of an emergency.
- 14.2. The Promoter will endeavour to make the Venue accessible for those using wheelchairs, mobility scooters or with a disability; however, you acknowledge that the Venue has 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 Venue 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 the Promoter for more information prior to the Event if you have specific accessibility requirements.

Injury or illness

- 14.3. 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, Event Staff or Emergency Services Personnel) for your health or safety or for the health and safety of other persons at the Event. The Promoter may be required to disclose your information to Emergency Services Personnel and relevant insurers. If this occurs, your personal and sensitive information (if any) will be handled in accordance with the Promoter's Privacy Policy.
- 14.4. If at any time during the Event, you experience any potential symptoms of a contagious disease or illness, you must immediately report to Event Staff and follow any reasonable directions given by Event Staff and/or Emergency Services Personnel. You acknowledge and agree that you may be evicted from the Event if you present with such symptoms.

Environment and facilities

- 14.5. Please be respectful of the environment and place any litter in the recycle or other bins provided around the Venue. You must not damage, improperly use or tamper with any property or facility at the Venue, or intentionally or recklessly cause any damage or interference to flora or fauna at the Venue or in the area surrounding the Venue.
- 14.6. At the conclusion of the Event, you must remove all of your belongings, rubbish, recycling and vehicles. The Promoter will not be responsible for any of your property left at the Venue and the Promoter may discard, sell or donate to charity any property left at the Venue following the conclusion of the Event.

15 Alterations or amendments

- 15.1. You acknowledge that the purchase of a Ticket is to attend the Event, and not to see a specific act or acts. The Promoter 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 Venue, the attractions, and the entertainment at its discretion without prior notification. You acknowledge that the Promoter does not make any representation or warranty in respect of the aforementioned factors, and you have not relied on any representation or warranty by the Promoter regarding the above in connection with your purchase of a 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.

- 15.2. 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 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), or creation of Restricted Capacity Areas within the Venue. You agree and acknowledge that except where required by law, you will not be entitled to a refund in these circumstances. Please regularly check the website for updates and additional terms that may apply to the Event.
- 15.3. If the Promoter determines that a reduction to the capacity of the Event is necessary or desirable, the first purchased Tickets will remain valid up to the revised Event capacity. Any other Tickets will automatically be transferred to the next event, noting those ticket holders may request a refund in line with further information provided by the Promoter at such time.

16 Refunds and Reschedules

- 16.1. The Promoter may deny admission to the Venue (including admission to a particular performance at the Venue) in accordance with these T&Cs or otherwise in its absolute discretion.
- 16.2. Except where required by law or in accordance with Live Performance Australia's Ticketing Code Of Practice, there will be no refund of any Tickets or for any unused portion of a 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 the Promoter or Event Staff in accordance with the T&Cs, if you fail or are unable to attend the Event, if you arrive after the commencement of the Event, if you leave the Venue prior to the conclusion of the Event, or if you purchase the incorrect type of Ticket.
- 16.3. If the Event cannot take place (in whole or in part) as a result of any 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 Ticket and you shall not be entitled to a refund. Instead, you shall have the right to use the 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.
- 16.4. 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 Ticket.

17 Voluntary Assumption of Risk

- 17.1. Entry to the Venue is at your own risk. You understand that your attendance at the Event may carry with it certain dangers, including the risk of permanent or temporary injury, illness, loss,) and/or damage to you and/or your property("Loss"). By attending the Event and entering the Venue, you accept the risk of Loss (including economic and consequential loss) whatsoever and howsoever caused (including by negligence) at the Event.

- 17.2. You shall be responsible for the safety and security of all your belongings brought into the Venue. The Promoter accepts no responsibility whatsoever and howsoever caused for any loss, damage or theft of or to your possessions or property at the Event.

18 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 Venue; any co-promoter of the Promoter for the relevant Event; and the respective members, directors, officers, employees, volunteers, contractors or agents of the aforementioned parties ("**Released Parties**") from any liability for any and all loss, cost, damage, injury (including personal injury), death, loss of enjoyment, economic loss or consequential loss suffered or incurred whatsoever and howsoever caused 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 T&Cs (including any liability under contract or tort) or (b) your purchase of a Ticket and/or attendance at the Event; including but not limited to (i) damage to your or any other person's personal property (including but not limited to computer, smartphone or mobile device) (ii) any theft, loss or damage to your property (including motor vehicles) before, during, or after the Event (iii) any variation to the Event; (iv) your choice to consume any alcoholic beverages or participate in any activities at the Event; (v) any illegal or unlawful activity undertaken by you (including but not limited to consumption, purchase or trafficking of illegal or illicit drugs) and breach of any laws and regulations; (vi) your wilful, reckless, or negligent act or omission, including your failure to take reasonable care of yourself or others; (viii) the negligent or unforeseeable actions of other patrons; (ix) contracting a contagious disease or illness in connection to your attendance at the Event; (x) your breach of any of these T&Cs

19 Promoter's Liability

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. To the extent permitted by law (including the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) ("**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, the Promoter limits its liability in respect of 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.

20 Novation or Assignment

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

21 Severability

If any provision or part of a provision of these T&Cs 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.

22 Governing law

These T&Cs shall be governed by and constructed in accordance with the laws of Victoria and the parties irrevocably and unconditionally submit to the jurisdiction of the courts there.