

WILDLANDS TERMS AND CONDITIONS – PERTH EVENT

The terms and conditions set out below (**Terms and Conditions**) constitute a binding contract between Wildlands Music Festival Pty Ltd (ACN 634 460 236) of 1/1 Eastbourne Street, Windsor VIC 3181 (**Promoter**) and the person holding or using a ticket to the event Wildlands 2026 (**Event**) at HBF Arena Parklands, Kennedy Dr, Joondalup WA 6027 (**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 including VIP and Fast Pass tickets (**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 www.wildlandsfestival.com.au and any other rules and regulations issued by the Promoter available on www.wildlandsfestival.com.au applicable to the Event, 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 Packages Information (defined later in these Event Terms).

Event Site & VIP Areas

You must have a valid Event Ticket to enter the area designated by the Promoter as the site for the Event (**Event Site**) and you must have a valid Event Ticket with VIP area access to access the area or areas designated by the Promoter as the VIP area or any other areas, if any (**VIP Areas**).

Compliance with Laws and Directions

You must follow all reasonable directions of the Promoter and any of its directors, officers, employees, personnel, representatives, 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, Event Staff, security staff and emergency services personnel.

You acknowledge and agree that if any outbreak of a communicable disease or illness occurs at the time of the Event, the Promoter may be required to include additional entry conditions that will be communicated to you, 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.

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 current photographic identification documents being either an Australian driver's licence, an Australian learner's permit, a foreign driver's licence (in English), a Western Australian Photo Identification Card, a Keypass identity card or an Australian or foreign passport (**Valid Photo ID**) to the satisfaction of the Promoter and/or Event Staff 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.

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

- fails to comply with the Event Terms;
- is under the age of 18;
- is in possession of a Prohibited Item;
- is unable to provide Valid Photo ID that is sufficient, in the Promoter's absolute discretion, to prove that the person is aged 18 or over;
- is showing symptoms of a communicable 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 Event entry and ticket requirements. If anyone in your group is unable to provide Valid Photo ID and/or is under the age of 18 years old (**Unauthorised Attendee**), then Event Staff may refuse entry to the entire group until the Unauthorised Attendee is safely escorted away from the Event Site. Event Staff may require that one person in your group escort the Unauthorised Attendee away from the Event Site before the rest of the group 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 an 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 (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. 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.

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 the Event. 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 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. 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 on Tixel. For more information on how to use Tixel to change the registered name on Event Tickets, please visit: <https://www.wildlands.com.au/information>

Ticket Restrictions

Tickets to the Event may only be resold via Tixel, being the Event's sole authorised resale platform. Any Ticket sold or purchased through an unauthorised resale platform will be deemed invalid and will not be honoured at the Event. The Promoter accepts no liability for any loss, cost or damage suffered by you or a third party in connection with the purchase of a Ticket via an unauthorised resale platform.

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.

Search on entry to Event Site

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

VIP and Fast Pass Event Tickets

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

- VIP
- Fast Pass
- Hotel Add Ons

(collectively, **Additional Packages**)

The Promoter will use the telephone number or email address you provided when you purchased the Event Ticket to communicate any information in connection with 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, racist, discriminatory or offensive manner. The Promoter is not responsible for any items that are confiscated. Confiscated items may not be returned, replaced or reimbursed.

The following items are prohibited and must not be brought into the Event Site (**Prohibited Items**):

- Glass of any kind (including bottles and jars)
- Alcohol
- Food
- Illegal or illicit substances
- Weapons of any sort including tasers and pepper spray
- Lithium batteries
- Items capable of being used as a projectile
- Baseball bats and 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
- Water pistols
- Drums
- Drones
- BBQs, gas bottles and butane canisters or cylinders
- Fires and open flames of any kind
- Aerosols
- Flammable items
- Explosives
- Umbrellas and sun shades
- Tents
- Eskies and coolers
- Portable laser pens/equipment
- Camping and deck chairs
- Beanbags
- Studded clothing, footwear or accessories that can be considered dangerous
- Prohibited symbols, including those associated with extreme prejudice or terrorist organisations
- Any unauthorised promotional, advertising, commercial, political, religious or offensive items or material, including but not limited to leaflets, clothing, stickers, banners, flags or flyers
- 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, scooters, rollerblades, roller-skates, bicycles, motorised vehicles or similar (excluding wheelchairs and mobility devices)
- 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 contact the Promoter prior to entry to the Event at hello@wildlandsfestival.com.au.

Smoking Policy

Areas at the Event Site may be designated as non-smoking areas and you must comply with any such designation. No smoking is permitted in any enclosed area of the Event Site, or anywhere on the Event Site other than a designated smoking area. You must not smoke within any minimum distance of a food service area required under applicable Western Australia smoking laws. Smoking includes but is not limited to smoking or use of cigarettes, electronic cigarettes and vaporisers.

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 or for any other commercial purpose.

Recording or filming the Event with professional photographer equipment, SLR and 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 and footage (including without limitation any drone footage) 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 to the Promoter an exclusive and sole licence 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 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, and you agree to sign any further document reasonably required by the Promoter to give effect to this waiver. 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. You acknowledge that remotely piloted aircraft (drones) will be operating overhead and/or near the crowd for filming purposes.

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.

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 current photographic identification documents, being either an Australian driver's licence, an Australian learner's permit, a foreign driver's licence (in English), a Western Australian Photo Identification Card, a Keypass identity card or an Australian or foreign passport to the satisfaction of the Promoter or Event Staff 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 may be evicted from the Event Site and the Promoter may report your conduct to the police.

Food and Drinks

Food and drinks must not be brought into the Event Site. The contents of any unsealed bottles will not be permitted into the Event Site, but unsealed empty plastic bottles (no glass) are permitted into the Event Site for filling with water at the Event Site. In the event that you require any specific foods or drinks for medical reasons, please contact the Promoter at hello@wildlandsfestival.com.au for consent to bring such specific food or drinks into the Event Site. The Promoter may provide or refuse consent in its discretion, and, in the event consent is provided, may be subject to certain conditions.

Drugs and illegal substances

If you are found supplying, consuming, trafficking or in possession of illicit drugs or illegal substances by the Promoter or Event Staff, you shall 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 and Items for Sale

You are not permitted to display any trading or commercial signs or sell any unauthorised items at the Event Site without prior written consent of the Promoter. Breach of this may result in eviction from the Event.

Clothing, footwear and ear plugs

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

Movement and Accessibility 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, mobility or accessibility requirement; 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. The Promoter uses reasonable commercial endeavours to provide information regarding special effects and lighting (including but not limited to strobing, haze and sound effects). By purchasing an Event Ticket, you acknowledge and understand that some public areas of the Venue may not be accessible by all patrons or that some performance will not be suitable for you.

So that the Promoter can do its best to meet your needs, please contact the Promoter directly at hello@wildlandsfestival.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 desirable (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 symptoms of a communicable disease, you must immediately report to Event Staff and follow any reasonable directions given by Event Staff or another health professional. You acknowledge and agree that you may be required to leave the Event Site.

Environment and facilities

Please be respectful of the environment and 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, damage or theft of or to your possessions or property at the Event, including any items that are misplaced or left unattended.

Lost or misplaced items will be managed through the Info Hub. You are encouraged to report lost items to Info Hub staff as soon as practicable, and to check the Info Hub before departing the Event.

Only items of value - including mobile phones, wallets, identification documents, and car or house keys - will be retained by the Promoter after the Event. Clothing, accessories, jewellery, cosmetics, fragrances, and similar items will not be held after the conclusion of the Event.

Any lost property not collected on site or before 6 January 2027 will be appropriately disposed of or donated at the Promoter's discretion. Items containing an identification document may be taken to the local police. The Promoter is under no obligation to retain any items beyond this date.

Following the conclusion of the Event, a lost property form will be made available at www.wildlandsfestival.com.au. If your item has been located, you will be contacted to arrange collection or postage. Postage costs are at your expense.

Event Site access

There shall be no entry into the Event Site prior to 12:30pm local time at the Event Site on 31st December 2026 and the Event Site must be vacated by 10:30Pm local time at the Event Site on 31st December 2026.

Weather conditions

The Event is an all-weather event and will take place in all conditions (unless the Promoter determines otherwise in its absolute discretion). You should be prepared for all weather conditions. The geographical area in which the Event is situated may be subject to extremes of temperatures.

Leaving the Event Site

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 Event Site and subject to the terms herein the Promoter may discard, sell or donate to charity any property left at the Event Site following the conclusion of the Event.

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 VIP Areas 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 Event line-up, program, or facilities, 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 permitted 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.

Refund and Cancellation Policy

The Promoter may deny admission to the Event Site 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.

Except 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. 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 VIP Areas by the Promoter or Event Staff in accordance with the Event Terms, if you fail to attend the Event, if you arrive after the commencement of the Event, if you leave the Event Site prior to the conclusion of the Event, 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 its 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 its sole and absolute discretion unless otherwise required by law. Any refunds will be less a reasonable administrative service fee.

Nothing in this clause affects any right you may have to a refund under the Australian Consumer Law, including for a total failure to supply the Event.

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 and Event Site; 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) the Event, your attendance at or participation in the Event, including, but not limited to, liability for any negligent or tortious act or omission of the Released Parties, under any laws or regulations or for a breach of the Event Terms; 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 at the Event; (iii) any variation to the Event as stated in these Event Terms; (iv) your choice to consume any alcoholic beverages or drugs; (v) your choice to participate in any activities at the Event; and (vi) any other loss or damage caused by your negligence or the unforeseeable actions of other patrons, including patrons affected by alcohol or drugs.

Indemnity

You agree to indemnify the Released Parties against any direct loss or damage (but excluding any indirect or consequential loss) reasonably suffered by any of them as a result of your wilful 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, 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 Promoter or any of the Released Parties and whether arising in tort, contract, bailment or otherwise. Nothing in these Event Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you under the Australian Consumer Law (being Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (**Australian Consumer Law**) or any other applicable law that cannot lawfully be excluded, restricted or modified.

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 and damage to you and your property. You understand that risks may include, but are not limited to, personal injury, illness, property damage, economic loss and consequential loss. 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) 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 with 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 be varied at any time. Any variations will not apply retrospectively to reduce your existing rights under an Event Ticket already purchased, and will become effective once the variation is published, displayed or otherwise communicated to you.

Novation or Assignment

The Promoter may novate or assign its rights and/or obligations under these Terms and Conditions to a third party that is willing and able to perform the Promoter's obligations under these Terms and Conditions on substantially equivalent terms. By purchasing an Event Ticket, you consent in advance to any such novation or assignment. 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 Western Australia and the parties irrevocably and unconditionally submit to the jurisdiction of the courts of Western Australia .