



# Big Skies Festival 2023 Terms & Conditions

All persons purchasing ticket/s to Big Skies Festival and related Events (the “Event”) are deemed to have accepted, and understood as binding on them, these conditions and any accompanying risks, obligations, and responsibilities. It is your responsibility to read and understand these conditions:

## Ticketing and Refund Policy

1. **There will be no refund** or exchange on any ticket or service fee, except in accordance with applicable laws. All bookings and ticket purchases are final however they are transferrable by you if you wish to sell them privately.
2. The Festival is an all-weather event. It will continue in rain, hail, or shine unless the conditions are deemed unsafe to continue. No refunds will be made if you choose not to attend due to inclement weather.
3. We reserve the right to add, withdraw, reschedule, or substitute artists and may vary advertised programs, prices, venues, or seating arrangements. No refunds will be made in this case.
4. We reserve the right to cancel or postpone the Festival for any reason within our control. In this case, you will be offered a refund for the face value of the ticket purchased LESS a 4% booking fee.
5. We reserve the right to cancel or postpone the Festival for any reason outside of our control, such as a Government health directive that relates to COVID or other pandemic. In this case, you will be offered a refund for the face value of the ticket purchased LESS a 4% booking fee.
6. There will be no refund on any unused portion of tickets if you are asked or forced to leave or if you decide not to attend any part of the Festival.
7. Product pricing is in Australian Dollars (AUD\$)
8. Entry to the Event may be refused if tickets are damaged or defaced in any way or are not purchased from an authorised point of sale.
9. The Big Skies Festival organisers reserve the right to charge a fee for the replacement of tickets.
10. The right of admission is reserved and is subject to Big Skies Festival organisers and the premises' terms of admission.
11. Entry to the Venue for the Event is at your own risk. To the maximum extent permitted by law, Big Skies Festival, its employees, and agents are not responsible for any loss, injury or damage, howsoever caused, to you.
12. Big Skies Festival organisers reserves the right to refuse admission and to remove persons from the premises for any reason, in its sole discretion, including behaviour likely to cause damages, nuisance or annoyance or for failure to comply with the reasonable requests of Big Skies Festival organisers or its representatives or representatives of Big Skies & Integrity Commission (together, “Officials”) staffing the Venue of the Event.
13. The Big Skies Festival organisers will not tolerate any intoxicated, violent, or quarrelsome or disorderly behaviour. Offenders may be ejected by Officials and may face prosecution. Those ejected from the Venue will not be re-admitted to the Event and will not receive any refunds.
14. Amateur photographers are permitted to take photographs (stills, video and/or audio recordings) at the Venue during the Event, provided that:
  1. the photographer consents to assigning all copyright and all other intellectual property of the media obtained on the premises for use by Big Skies Festival at no charge if requested.
  2. the photographer complies with all relevant legislation (including the Privacy Act 1988 (Cth));
  3. the photographer is not causing annoyance or inconvenience to other patrons; and
  4. photos are not to be sold or used for commercial gain.
15. Professional photographers and members of the media must seek prior written approval from Big Skies Festival organisers before taking any photographs (stills, video and/or audio recordings) at the Venue during the Event.
16. All photography or filming must be undertaken without the use of flash or additional lighting, unless otherwise approved by Big Skies Festival.
17. In case of emergency, you are required to follow all directives of Officials, security personnel and Venue staff.
18. You acknowledge and agree that Big Skies Festival organisers reserves the right to cancel or postpone the Event for any reason.

## General Rules

1. This is a licensed event
2. Line-up and set times are subject to change
3. Everyone is subject to search upon entry
4. Wristbands are void if tampered with or removed
5. Don't forget your ID and ticket when coming to the show
6. Keep an eye on our Facebook page and website for up-to-date information



7. Make sure you read the Terms and Conditions before arriving at the gate
8. Keep your wristband on at all times
9. Merchandise will be sold inside the festival
10. Medical staff will be present onsite, should you have any dramas please see our lovely medical team, they're there to help
11. Food options will be available onsite
12. Intoxication: Anyone who is intoxicated won't be served alcohol and will be rejected from the event
13. Please respect the local community and environment, dispose of your rubbish in the bins provided

## Conditions of Entry

1. Entry is at your own risk. The right to refuse entry is reserved.
2. Big Skies Festival and the venue shall not be held liable for any loss, injury or damages sustained entering or within the premises.
3. All persons, bags and containers are subject to a full search at entry to ensure the safety of patrons. Prohibited items will be confiscated except illegal drugs, which will be handed over to police.
4. Remember to bring your ticket and ID.
5. Big Skies Festival reserves the right to refuse entry to any patron without appropriate identification. The only forms of valid photo ID that will be accepted are Current Australian driver's licence, Current Passport, Current state issued photo or proof of age card, International driver's licences are not valid forms of identification.
6. You will not be able to purchase or consume alcohol unless you have valid photo ID.
7. In the case of an emergency evacuation or situation, please follow all official directives.
8. As members of the audience, ticket-holders consent to being included in photos, sound and live audio recordings that can be used by the promoter or promoter approved media outlets for promotion of the event.
9. Big Skies Festival lost property will be held as a courtesy for two days post event. After this time lost property will be transferred to the local Police station. No responsibility is accepted by for property lost at the event.

## Prohibited/Banned Items

1. Esky's, Alcoholic beverages, or food items. Big Skies Festival is a licenced venue with food vendors onsite.
2. Umbrellas or other items that may obstruct the view of attendees.
3. Illicit drugs
4. Flares or fireworks
5. Laser pointers, or other laser devises
6. Knives, guns or other dangerous weapons including potential missiles.
7. Video and audio recording devices including Go Pros (other than mobile phones).
8. Professional still cameras (small still cameras are allowed).
9. Any other items considered illegal or dangerous.

## Privacy

1. In order to purchase your ticket, we may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket allocations. We may also need to disclose your personal information as required by law or as permitted under the Privacy Act. Please see Council's Privacy Policy <https://www.wdrc.qld.gov.au/Council/About-WDRC/Governance-Transparency/Website-Privacy-Collection-Notice>

## Trading

1. Tickets cannot be used as part of any marketing, media, or sales promotion whether commercial or non-commercial without prior written consent of the Event organisers.

## Liability

1. To the fullest extent permitted by law, we do not accept liability of any nature for the acts, omissions, or default of those providing services in connection with the Event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with this Event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the resupply of the services or the cost of having the services supplied again. In no event will we be liable for any indirect, consequential, exemplary, or special damages.
2. Admission is at the ticket holder's own risk. You acknowledge that the Organiser will not be responsible for any loss or damage to property (including personal property such as bags, money, or other personal items) brought to or purchased at the Event by you or your invitees.
3. You will be liable for any loss or damage caused at the Event by you or your invitees.

