

TERMS AND CONDITIONS – *EQUITANA 2021*

PURCHASING INFORMATION

- You are purchasing your tickets for this event from:
 - Equine Productions ("EP" or "Event")
- You are purchasing your tickets for this event from:
 - Equine Productions Pty Ltd ("Event Organiser" or "Seller")
 - ABN:17 138 346 611
 - Email: eventservices@equineproductions.com.au
- The transaction is being processed and facilitated through the ticketing website of:
 - Ticketbooth ("Ticketing Provider")
- All transactions are in Australian Dollars (AUD) and include GST unless otherwise stated.

CONCESSION TICKETS

- Concession applies to Aged Pensioners on a pension card and Disability Pensioners on the accredited Centrelink card
- International/Student concession cards are not accepted
- You will be required to show your concession card ID when your ticket/s are scanned at the event entrance or purchasing at the gate tickets.

CHILD TICKETS

- Child prices apply to children 5 – 14 years of age
- Children under 5 are free for 'GA' ticket types ONLY – *not 'Day' or 'Super Ticket' ticket types.*
- All children aged two (2) years and over attending Evening Entertainment or must hold a valid 'Day' or 'Super Ticket' ticket type and occupy a seat
- Children under 2 years must be seated on the ticket holder adults lap
- Prams are not permitted in the grandstand – prams must be left in the pram drop off area at the base of the grandstand.

DELIVERY AND ACQUIRING YOUR TICKETS

- You will receive your ticket/s electronically via email if purchased online. (E-ticket/s)
- Your e-ticket will be sent as soon as you complete your purchase.
- For entry to the Event, tickets must be printed or displayed on your phone or tablet to be scanned at the entrance gate.

BOOKING, PROCESSING AND CREDIT CARD FEES

- A booking fee will apply to all online ticket purchases. This fee will be calculated and shown to you during your ticket purchase.
- If there are any processing or credit card fees, these will be calculated and shown to you during your ticket purchase.
- Visa and MasterCard accepted, American Express accepted with additional charges.

REFUND, RETURNS AND SHARING TICKETS

- Refunds and returns are covered under the policy of the Event Organiser, and do not limit your rights under Australian consumer law.
- All transactions are final. No refunds are permitted, except as required by law.

In the case of an event cancellation, refunds will be provided to patrons who have purchased tickets for the cancelled event.

EVENT CANCELLATION POLICY

- The Event Organiser (Equine Productions Pty Ltd) acknowledge and respect your rights arising under the *Competition and Consumer Act 2010 (Cth)* and/or other similar consumer legislation. Subject to the Act, if the Event is cancelled or postponed the registrant or ticket buyer will be notified via the email address provided at the time of booking. At the time of cancellation, the Event Organiser will assess the date of the cancellation or postponement and the circumstances causing the cancellation or postponement. Under these circumstances the Event Organiser advises:
 - (a) for reasons that are beyond its reasonable control, the Event Organiser may retain the Fee and will not be required to make any refund of the Fee; or
 - (b) for reasons other than as set out in this clause, the Event Organiser will refund the Fee minus any reasonable administration costs (as determined by the Event Organiser).

COVID-19 POLICY

- Your rights will be protected under the *Competition and Consumer Act 2010 (Cth)*. In the instance that social distancing or mass participation measures do not permit the event to proceed, your rights are protected. The Event Organiser's Policy for your registration, if the event is not able to held in 2021 due to Government restrictions, is that participants will have the ability to:
 - (a) Transfer your registration to the rescheduled event.
 - (b) Receive a refund minus a small transaction fee to cover third party costs associated with the ticketing process which is non-refundable. These are external fees from online merchants not the Event Organiser.

SECURITY

- All transactions with the Seller and Ticketing Provider are protected to ensure the security of your personal information and credit card data.
- All payments are processed directly and no credit card details are stored on the Seller's or Ticketing Provider's servers.

PUBLIC TRANSPORT INCLUSION WITHIN TICKET

- EQUITANA ticket holders of ALL purchasable ticket types will be permitted free public transport on all Metropolitan Zones 1 & 2 included for the date(s) that your ticket is valid.
- The PDF copy of your E-Ticket must be carried at all times to validate your use of Public Transport.
- Visit www.ptv.vic.gov.au for detailed timetables and journey planner.

PRIVACY POLICY

- Your personal information is being collected to facilitate your purchase and to allow entry to the Event.
- Your information is shared with the Event Organiser to enable them to communicate to you regarding this and future events.
- If you wish to be removed from any lists, please email the Event Organiser at eventservices@equineproductions.com.au

DISCLAIMER, TERMS AND CONDITIONS

By entering your details, you are agreeing to the terms and conditions listed below:

Definitions:

(a) "web" or "web site" or "site" means the system or database on which the personal information is stored;
 (b) "Company" means Eventbrite; (c) Organiser means Equine Productions Pty Ltd; (d) "You" or "Your" means the person who has entered information into any electronic form on a site (e) "information" or "personal information" means any information entered into any electronic form that is provided that may identify a person (f) "Event" means the event for which you registered

GENERAL

- You confirm that the information you have entered is completely accurate, and you have taken care to ensure that your email address is correctly entered.
- You agree that the Event Organiser will not be liable to yourself, except in the case of fraud, for any act or omission (whether negligent or misleading or deceptive or otherwise) by the Event Organiser in the performance or purported performance of the Event Organiser obligations under these terms and conditions.
- You indemnify the Event Organiser against all claims, except in the case of fraud, arising out of or in any way connected with any act or omission by the Event Organiser in the performance or purported performance of the Event Organiser obligations under these terms and conditions.
- You agree that liability on the Event Organiser part or on the part of the Event Organiser's servants or agents for damages for or in respect of any claim arising out of or in connection with the relationship established by this agreement or any conduct under it or any orders or instructions given to the Event Organiser by yourself, shall not in any event (and whether or not such liability results from or involves negligence) exceed \$50.00.
- You agree that by your entering information into any electronic form on the Event Organiser's site, that you are agreeing to the terms and conditions herein and to the Disclaimer.

- You agree that by entering your details during purchase, you will receive updates, news and special offers via email for future events from the Event Organiser.

CONDITIONS OF ENTRY

By purchasing tickets to gain entry to EQUITANA Melbourne 2021 (Event) you agree to the following conditions of entry:

1. For the comfort, safety and enjoyment of all persons, Equine Productions Pty Limited (**EP**) and The Melbourne Showgrounds Management (**Management**) advise that persons who gain unauthorised access to the Event and/or any of the event specific areas may be liable for prosecution.
2. Entry to the Event is at your own risk, including risk to your person and your property, and you agree that neither EP or Management will be liable to you for any injury, death, loss or damage which you sustain in connection with your attendance at the Event, nor for any matter outside of EP's and Management's reasonable control such as but not limited to any blackout, power failure or failure or unavailability of any service.
3. You agree to indemnify EP and/or Management against any loss or liability, cost, expense or damage arising from or in relation to your entry to the Event either in person, by vehicle or otherwise.
4. EP reserves the right to cancel, withdraw, postpone or re-schedule any displays, competitions or participants in the Event. EP does not represent that there will be space for you to observe any displays or events in the Event for non-allocated seated elements.
5. You may use personal cameras and video cameras for private use only. Professional photography and recording equipment are not permitted.
6. You consent to being photographed, filmed and recorded as a member of the Event audience. Unless otherwise agreed with EP, you consent to EP and third parties using images and recordings of you for broadcast, publication and licensing without compensation or acknowledgement.
7. EP and/or Management reserves the right to inspect and/or search bags brought into or out of the Event and to search all persons, their clothing and other items of such persons.
8. EP and/or Management may, at their sole discretion, refuse entry to or remove any person from the Event without entitlement to a refund, including any person who causes a nuisance or disturbance or fails to comply with these Conditions of Entry or the reasonable requests made by EP and/or Management.
9. Vehicles and other transportation devices including but not limited to skateboards, bicycles, scooters, roller blades and roller skates (except if required for a disability or approved by EP and Management); alcohol, animals (except for guide animals required for a disability or approved by EP and Management); dangerous, controlled or illegal substances; and any items which may cause a nuisance or danger are prohibited from the Event and Venue and are subject to immediate confiscation by EP or Management.
10. Persons entering the Event must adhere to the relevant Occupational Health & Safety legislation.

11. Smoking is not permitted within the Event or Venue.
12. Any ticket purchased to enable entry into the Event cannot be exchanged or returned after purchase.
13. Entry to the Event (General Admission) does not guarantee automatic entry to all events and activities that are on during the period of entry.
14. If you bring children to the Event you are responsible for their care and conduct. All children attending the Event must be under the supervision of an adult guardian at all times. You are responsible for any acts or omissions committed by children whom you have brought to the Event. For avoidance of doubt a child is a person under the age of 14 years.
15. All accidents or emergencies are to be immediately reported to Management or EP.
16. You must obey all signs, notices and directions given by Management and EP whilst at the Event.
17. Unless authorised by EP in writing, you must not conduct any commercial, political, soliciting, promotional, performance, surveying, protest or demonstration activity at the venue, nor collect contributions or distribute any material. No unauthorised advertising material or flyers may be distributed either inside the Event, at the entrance to the Event or anywhere within the Event grounds.
18. Whether visual or audible, any items that may be deemed to be a protest against any exhibitor granted space in the Event by EP (**Exhibitor**) and the Exhibitor's, brand, personnel or organisation will not be admitted.
19. Nothing in these Conditions of Entry is intended to exclude, restrict or modify rights which you may have under consumer protection legislation which may not be excluded, restricted or modified by agreement.
20. Any part of these Conditions of Entry which is unenforceable may be severed to the extent necessary to make these Conditions of Entry enforceable.