



ENCOUNTER YOUTH - Schoolies Festival™ Terms and Conditions

1. The following terms and conditions apply to all patrons purchasing a ticket to or entering the Schoolies Festival™ (**Festival**) or travelling via the Free MAC Schoolies Festival™ Bus Service (**Bus**).
2. In these terms and conditions:
 - a. 'EY/EY' means Encounter Youth and its staff, officers, approved agents, media agents, volunteers, security, contractors and/or sponsors;
 - b. 'media agent' is defined as an agent approved and who has been granted a media agent pass by Encounter Youth;
 - c. 'patron' is defined as a person who purchases a ticket to the Festival, permits another person to purchase a ticket to the Festival on their behalf, enters the Festival and/or travels via the Bus;
 - d. 'Festival' means the Schoolies Festival™ event hosted by Encounter Youth Incorporated located at Victor Harbor, South Australia, between 23 November 2018 and 25 November 2018(inclusive).
3. Patrons who do not comply with these terms and conditions will not be permitted entry to the Festival or on the Bus.
4. Patrons who have been admitted but fail to comply with these terms and conditions may be removed from the Festival or Bus without refund of any entry fee(s).
5. EY, its staff, volunteers, agents, security and contractors have an absolute right to enforce these terms and conditions.

Conditions of Entry

6. Patrons must provide photo ID in the form of either a current (2018) secondary school student card/ID, a current drivers license, or a state issued proof of age card, with the authentic Festival ticket to retrieve a Festival Wristband at the festival Ticket Booth (Warland Reserve, Victor Harbor).
7. If a patron cannot provide sufficient photo ID they will be refused entry.
8. The purchase of the Festival Wristband does not guarantee the patron entrance into the Festival or on the Bus. The Festival venues and Bus have a limited capacity.
9. The Festival Wristband is either valid for the 3 nights of the Festival (23-25 November 2018, inclusive) or one night of the Festival (depending on the ticket purchased by the patron).
10. The Festival wristband is the sole responsibility of the patron. If a Festival Wristband has been cut, removed, stretched, or tampered with, it will be deemed invalid and no replacement will be issued for any reason.
11. Lost or stolen wristbands will not be replaced or reissued.
12. If a Festival Wristband is damaged but still attached to a patron's wrist, a replacement band may be issued at the Festival Ticket Booth. Issuing a replacement band is at the sole discretion of EY.

13. Proof of identity, age and secondary student status must be produced by the patron for EY staff and security on demand

Refusal of Entry and/or Removal

14. EY may refuse entry to or remove any person from the Festival or Bus if that person:-
 - a. possesses or appears to be affected by a prohibited drug; or
 - b. displays signs of alcohol intoxication; or
 - c. is disruptive, disorderly or offensive; or
 - d. engages in dangerous behaviour including but not limited to crowd surfing, stage diving, moshing or violent dancing; or
 - e. possesses any item that has the potential to cause injury or nuisance; or
 - f. fails to comply with these terms and conditions; or
 - g. fails to comply with any other reasonable instruction from EY.
15. If any patron is refused entry or is removed from the Festival or Bus due to any of the above, EY has the right to confiscate that patron's wristband indefinitely.
16. There will be no refund of any unused portion of the Festival if a patron is refused entry to or removed from the Festival or Bus.

Waiver

17. Patrons enter the Festival or Bus at their own risk.
18. Each patron waives, releases and discharges EY, involved in organising or conducting the Festival from all claims or causes of action the patron may have (including for negligence) arising from any injury, loss or damage of any kind suffered including personal injury, illness or death and/or loss or damage to any property (to the extent permitted by law) arising either directly or indirectly out of attendance at, or participation in, the Festival or Bus.
19. Each patron indemnifies and will keep indemnified EY against all costs, losses or damages arising from or in relation to the patron's attendance at, or participation in, the Festival or Bus.
20. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on EY are excluded under these terms and conditions. If a supply under these terms and conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits EY to limit its liability then EY's liability shall be limited to:
 - a. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - b. in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
21. Each patron acknowledges and agrees that:
 - a. he or she may be photographed, videotaped or otherwise recorded by EY in connection with the Festival or Bus to produce photographic images, film recordings, sound recordings and other material incorporating a patron's appearance, likeness, voice, quotations, comments and name (Images);

- b. EY may use, reproduce, publish, broadcast, distribute, commercialise, adapt, modify, edit, sell, exhibit, store, dispose of, deal with or otherwise exploit in any media such comments or Images (or any part of the Images) (Materials) for the purpose of EY's future promotional and marketing purposes throughout the world (including without limitation, on the Internet, such as EY's website) without further reference or compensation to them;
- c. he or she consents to the Images being taken by or on behalf of EY and understands that the patron may be identifiable in the Materials
- d. he or she waives all rights (if any) to inspect or approve the Materials or their use by EY in exercising the rights granted under this paragraph or control the use or disclosure of the Materials; and
- e. he or she consents to the collection and distribution of their personal information by EY in conjunction with EY's privacy policy www.encounteryouth.com.au/about/privacy, inclusive but not limited to the use of direct marketing, email campaigns, safety information and competition entries.

General

- 22. Patrons irrevocably consent to EY, at any time, inspecting their bags, clothes or possessions. Any prohibited items will be confiscated by EY and may not be returned to the patron.
- 23. Prohibited items include, but are not limited to, the following:-
 - a. Alcohol or cigarettes (including hipflasks, unsealed drinks, lighters)
 - b. steel cap boots;
 - c. illegal substances;
 - d. flares, fireworks or sparklers;
 - e. offensive and dangerous weapons;
 - f. animals (excluding service dogs such as guide dogs or emergency service dogs);
 - g. commercial grade filming/photography equipment.
- 24. EY may not be held responsible for any confiscated items.
- 25. Any vomiting which in the opinion of EY is caused by alcohol or other drug intoxication will be reported to staff and the patron may be required to pay a cleaning fee/charge.
- 26. No food or drink is permitted in the seating areas of the buses. Any alcohol located in the seating areas of the coaches will be confiscated by EY and will not be returned to the patron.
- 27. Each patron authorizes EY to obtain medical attention of any type for the patron at his or her cost if an incident occurs and the patron is unwilling or unable to procure treatment.
- 28. EY reserves the right to abandon, cancel or reschedule the Festival or Bus. EY will only refund a Festival wristband if the Festival is cancelled, rescheduled or significantly relocated (and you cannot or do not wish to attend the rescheduled or relocated Festival), or to the extent otherwise required by law (including the Australian Consumer Law). Patrons must apply for a refund within 30 days. EY does not offer refunds as a result of a change in patron's personal circumstances.
- 29. If any provision of these terms and conditions are invalid or unenforceable, those provisions can be severed and such severance will not affect or invalidate the other provisions.
- 30. These terms and conditions are governed by the laws of South Australia. By participating in the Festival, each patron submits to the exclusive jurisdiction of the courts of South Australia.
- 31. EY reserve the right to vary these conditions at any stage. Should you require an up to date version of the terms and conditions, please contact EY on 8179 0300 or enquiry@encounteryouth.com.au