

## **RACV MARINE 2018 MELBOURNE BOAT SHOW TICKETING TERMS AND CONDITIONS**

These terms and conditions form a legally binding agreement between you and BIAV for the use and sale of tickets to the Event. By purchasing a ticket, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

In these terms and conditions the following definitions apply:

**Adult** means a person who is 18 years of age or older.

**BIAV** means the Boating Industry Association of Victoria Limited ABN 51 004 985 102

**BIAV Personnel** means any person or persons that BIAV designates to perform any services at or in connection with the Event.

**Child** means a person who is under the age of 18.

**Children's Ticket** means a Ticket for the entry of one Child between the ages of 11 and 17 (inclusive).

**Claim** means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

**E-Ticket** has the meaning given at clause 8(a).

**Event** means the 2018 RACV Melbourne Boat Show held at the Venue from 28 June to 1 July 2018.

**Exhibitor** means any person firm or company that has been granted space at the Venue by BIAV to conduct a display, demonstration, model, lesson, performance or illustration at the Event and includes all employees, agents and subcontractors of that Exhibitor.

**Family Ticket** means a Ticket for the entry of two Adults plus two Children between the ages of 11 and 17 (inclusive).

**GST** has the same meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Loss** means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

**Personal Information** means any information that is provided that may identify You including your correct full name, address, phone number and email address.

**Promotion Purposes** means future competitions, draws, lotteries, promotional and marketing of goods and services including contacting You via electronic messaging for these purposes.

**Prize Offerer** means any person or company authorized by BIAV providing the prize for a competition at or associated with the Event.

**QR Code** means a quick response code, being a unique two-dimensional barcode on each Ticket.

**Ticket** means a ticket to the Event.

**Ticketing Agent** has the meaning given in clause 3.

**Venue** means the Melbourne Convention and Exhibition Centre

**You** means both the person who purchases a Ticket to the Event and (in the event that the purchaser and the entrant are not one and the same person) any person who uses the Ticket to enter the Event.

### **Interpretation**

1. In these terms and conditions unless the context otherwise requires:
  - (a) words importing the singular number include the plural number and vice versa;
  - (b) words importing persons include firms, companies and corporations and vice versa;
  - (c) references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to this agreement;
  - (d) the headings to the clauses are not to affect the interpretation;
  - (e) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
  - (f) the word "including" (and related forms including "includes") means "including without limitation"; and
  - (g) all references to time in these terms and conditions are a reference to local time in Melbourne, Victoria.

### **Purchasing Information**

2. You are purchasing your tickets for the Event from BIAV:
3. The transaction is being processed and facilitated through the ticketing website of:

Expo News Pty Ltd - **Ticketing Agents**  
ABN: 17 564 826 326  
Email: [tickets@lup.com.au](mailto:tickets@lup.com.au)  
Phone: 1300 884 226  
Address: GPO Box 647, Brisbane QLD 4001

4. All transactions are in Australian Dollars (AUD).
5. Listed ticket prices include GST if applicable.
6. Tickets may be purchased online or at the ticket office located at the entrance halls at Venue.
7. Each ticket will contain an individual QR Code which must be scanned at the entry door to the Venue on order to gain entry to the Event.
8. Where tickets are purchased online:
  - a. they will be delivered electronically via email to the email address that You nominate in the purchase process (**E-ticket**). The Ticketing Agent will send you your E-ticket once you complete your purchase. You can then print your E-Ticket or bring it on your phone or tablet to the Event so that your QR Code can be scanned.
  - b. If there are any processing or credit card fees, these will be calculated and shown to you prior to you finalising your purchase. If there is \$0 or no value in the 'Fees' column or field, that means there are no fees applicable to your purchase.

#### **Personal Information**

9. During the process of purchasing tickets you will be required to enter your Personal Information.
10. The Personal Information and details that you provide in the process of purchasing your ticket is being collected:
  - a. to facilitate your purchase and to allow entry to the Event; and
  - b. for BIAV Promotional Purposes; and
  - c. if You enter into any competitions or prize draws authorized to be associated with the Event, for use for Promotion Purposes by the Primary Sponsor, the Secondary Sponsors and the Prize Offeres.
11. By scanning your QR Code at the entrance halls at the Venue You are agreeing to your Personal Information being:
  - a. supplied by the Ticketing Agent to BIAV;
  - b. stored by BIAV and its authorised agents;
  - c. utilised by BIAV for BIAV Promotion Purposes.
12. BIAV may also disclose your Personal Information to its contractors and agents to assist in conducting the Event.
13. If you wish to be removed from any communication lists for Promotion Purposes please email the Ticketing Agent at [tickets@lup.com.au](mailto:tickets@lup.com.au).
14. All ticket sales are final. BIAV will not refund, cancel or exchange any ticket except as required by law. If the Event is cancelled, your ticket will be refunded.
15. BIAV Personnel have the right to inspect any bag, luggage, receptacles or object, however described, upon entry to and before leaving the Venue.

16. BIAV Personnel may refuse entry of or evict a Ticket holder if, in the sole opinion and discretion of BIAV Personnel, the ticket holder compromises the health, safety or welfare of any staff, Exhibitors, presenters or any other persons at the Event, or if they are otherwise causing a disturbance to other persons at the Event, or the Event in general.
17. The Venue contains one or more licenced areas. Children may only be permitted into a licensed area if they are accompanied by a parent or a legal guardian.
18. In order for Children to gain entry to and remain at the Event:
  - a. they must be accompanied by a competent adult at all times; and
  - b. if they are between the ages of 11 and 17 (inclusive), be included on a Family Ticket or hold a Children's ticket (Children 10 years old and younger can enter the Event free of charge).
19. BIAV is not liable to you for any Loss or injury whatsoever or howsoever caused arising directly or indirectly in connection with the Event, except to the extent that such liability may not lawfully be limited or excluded. For the avoidance of doubt, this extends to any employees, contractors, agents, representatives, licensees or permitted assigns of BIAV.
20. Notwithstanding the generality of clause 19, BIAV expressly excludes liability for consequential Loss which may arise in respect of the Event whether direct or indirect howsoever arising by way of act or omission in contract or in tort. You agree to release and indemnify the BIAV to that extent.
21. Where BIAV cannot by law exclude such liability, its liability to You will be limited to the price of your ticket plus any processing fees.
22. By using your Ticket, you release BIAV to the greatest extent permitted by law from all Claims you may have for any Loss or injury you or a minor in your care may suffer, arising from or in connection with attendance at the Event for any reason whatsoever, including those arising from personal injury, property loss/damage or death.
23. To the fullest extent permitted by law, BIAV excludes all warranties implied by law except as expressly set out in these terms and conditions.
24. BIAV reserves the right to add, withdraw, reschedule and/or vary advertised exhibits, Exhibitors, presentations, shows, prices, venues, or attendance capacity.