

## **Cook Shire Council Cooktown and Cape York Expo 2021**

### **Terms and Conditions of Purchase, Event Registration, Entry and Attendance**

Event registration, entry and attendance and the purchase of a Ticket (if applicable) are subject to the below terms and with our Privacy Policy and Statement (together, Terms') and use of this website is subject to our website Terms Of Use.

By purchasing a Ticket and attending the Event you acknowledge you have read and agree to these Terms (which may be updated periodically). If you register or make a purchase online before the Event you agree to check these Terms immediately before attending to make sure you have a current understanding of them. If you do not agree to these Terms you must not make a purchase and/or attend the Event.

#### **1 Purchasing Information**

- You are purchasing your tickets for this Event from:
  - Cook Shire Council ("Event Organiser" or "Seller")
  - ABN: 45 425 085 688
  - Email: [info@cooktownexpo.com.au](mailto:info@cooktownexpo.com.au)
- The transaction is being processed and facilitated through the ticketing website of:
  - eMatter Technologies Pty Ltd
  - ABN: 27 093 085 977
  - Email: [tickets@lup.events](mailto:tickets@lup.events)
  - Phone: 1300 884 226
  - Address: GPO Box 647, Brisbane QLD 4001
- All transactions are in Australian Dollars (AUD) unless otherwise stated

## 2 Definitions

- 2.1 In these Terms: **'we'**, **'us'** and **'our'** mean Cook Shire Council of 10 Furneaux Street, Cooktown, QLD, 4895, ABN 45 425 085 688 and **'you'** and **'your'** refer to persons who register and/or attend the Event
- 2.2 **Consumer Laws** mean the Australian Consumer Law under the Competition and Consumer Act 2010
- 2.3 **'Event'** means the Cooktown and Cape York Expo 2021 at the **Venue**;
- 2.4 **'Ticket'** means the entry ticket purchased by you in connection with the Event
- 2.5 **'Loss'** includes any liability, cost, claim, damage, loss or expense to persons or property;
- 2.6 **'Management'** means the Venue owner and/or manager
- 2.7 **'Venue'** means the venue in Cooktown where the event is being held which could be the PCYC Events Centre, Nature's Powerhouse, Botanic Gardens, Reconciliation Rocks, Lions Park, William Daku Park, Bicentennial Park, Cooktown History Centre, James Cook Museum or Anzac Park
- 2.8 **'web'** or **'web site'** or **'site'** means the system or database on which the personal information is stored
- 2.9 **'information'** or **'personal information'** means any information entered into any electronic form that is provided that may identify a person

## 3 Eligibility to Register and Attend

- 3.1 We and/or Management reserve the right to inspect and/or search bags brought into or out of the Venue and to search all persons, their clothing and other items of such persons.
- 3.2 We and/or Management may, at our sole discretion, refuse entry to or remove any person from the Venue without entitlement to a refund, including any person who seeks to protest or campaign about an issue or subject, or causes a nuisance or disturbance or fails to comply with these Terms or the reasonable requests made by us and/or Management.
- 3.3 For the comfort, safety and enjoyment of all persons, we and/or Management advise that persons who gain unauthorised access to the Event and/or any of the event specific areas may be liable for prosecution.
- 3.4 Only the following concession cards will be accepted: Pensioner Concession Cards, Veterans' Affairs Gold Cards and Carers Cards (and only if the carer is attending with the person in their care). Please note that Seniors Cards will not be accepted.

## **4 COVID-19 Conditions Of Entry**

- 4.1 You may NOT enter the Event/Venue if:
  - 4.1.1 the Venue's visitor capacity has been reached;
  - 4.1.2 you have been asked to self-quarantine due to overseas travel or travel within Australia or have visited an identified COVID-19 hotspot as determined by the Queensland Government;
  - 4.1.3 you have been in close contact with a person who has coronavirus (COVID-19) in the last fourteen (14) days;
  - 4.1.4 you have a temperature (37.5 degrees or higher) or flu-like symptoms (e.g. cough or sore throat).
- 4.2 All attendees must:
  - 4.2.1 adhere to social distancing measures by keeping 1.5m away from others not in your household party as much as possible;
  - 4.2.2 provide full contact details including name, address, mobile phone number and email address of all members of your household party (including children) for the purpose of contact tracing via the ticketing platform details of which are located on our Event website.

## **5 Cancellations, Variations Transfers and Refunds**

- 5.1 Before finalising your Ticket purchase you should review the dates and location of the Event or component or activity of the Event and ensure they suit your personal circumstances. Subject to any statutory rights you may have to cancel and receive a refund (including your rights under Consumer Laws) there is no general right to cancel and receive a refund, if the Event or other activity of the Event takes place.
- 5.2 All transactions are final. No refunds or exchanges will be made for any online Ticket sales except as required by the Consumer Laws. In the case of an event cancellation, refunds will be provided to patrons who have purchased tickets for the cancelled event.
- 5.3 Tickets purchased may be transferred for that time to another person by contacting the Ticket seller and maybe subject to an administration fee. No changes can be made to Ticket times booked.
- 5.4 We may cancel the Event or a component or activity of the Event due to unforeseen reasons. In such case, the Event or a component or activity of the Event may be rescheduled. If the Event or a component or activity of the Event to which the Ticket relates is cancelled, you have a right to obtain a refund of legitimately purchased Ticket but may need to apply for a refund or otherwise follow our reasonable refund process. We may charge a reasonable fee in the event of a refund.
- 5.5 Any request for a refund due to illness associated with suspected COVID-19 infection symptoms can be made by contacting us prior to midday on the final day of the Event. Applications for a refund under these circumstances are to be submitted to the online ticketing seller using the contact details found on our Event website.

- 5.6 We may also postpone or change the Event dates or duration or the hours during which the Event is open or change the Venue or location. We may also cancel, withdraw, postpone or re-schedule or otherwise vary any components or activities, including displays, key note speakers, session presenters, timetables or programs or any other aspect of the Event for unforeseen reasons. We do not represent that there will be space for you to observe any particular displays or activities at the Event.
- 5.7 Subject to your rights under this clause or unless required by law, we do not accept any liability for Loss or inconvenience caused by such cancellations or changes.
- 5.8 Tickets may not be resold or offered for resale at a premium and or through auction or similar websites or used for advertising, promotion or other commercial purposes (such as trade promotions or to enhance the demand of or for other goods or services) without our consent. Tickets that are sold or otherwise dealt with breach of this condition may be cancelled without a refund and the person may be refused admission.

## **6 Delivery of Your Tickets**

- 6.1 Your tickets will be delivered electronically via email. (E-tickets)
- 6.2 You can then print these or bring them on your phone or tablet to the event so we can scan you in at the door.
- 6.3 We will send you your e-ticket as soon as you complete your purchase

## **7 Processing and Credit Card Fees**

- 7.1 If there are any processing or credit card fees, these will be calculated and shown to you during purchase.
- 7.2 If there is \$0 or no value in 'Fees' column or fields, that means there are no fees applicable to your purchase.

## **8 Safety and Security**

- 8.1 You must comply with applicable health and safety laws, report all accidents or emergencies or other incidents to us or to Management and follow all safety and security related directions and Venue specific rules. 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.
- 8.2 CCTV or other surveillance may be used for security or safety reasons but does not guarantee your safety or security.
- 8.3 Smoking is not permitted at the Venue (except at officially designated smoking areas - if any).
- 8.4 All transactions with us are protected using 128-bit SSL encryption to ensure the security of your personal information and credit card data.

- 8.5 All payments are processed directly with Stripe and none of your credit card details are stored on our servers

## **9 Photographs and Recordings**

- 9.1 You consent to being photographed, filmed or recorded and for such photographs, images or recordings to be used by us, Management or other third parties for any legitimate purpose without acknowledgement or compensation to you.
- 9.2 You may use personal cameras and video cameras for private use only. Professional photography and recording equipment are not permitted without our prior written approval.

## **10 Risk and Indemnity**

- 10.1 You enter the Venue, attend the Event voluntarily and at your own risk, including risk to persons and property.
- 10.2 To the extent permitted by applicable laws, you agree (a) that neither we, nor Management, will be liable to you for and (b) to waive and release us and Management from all Loss you suffer in connection with your entry to or attendance (or non attendance) at, or otherwise in connection with the Event (expressly including any event or incident outside our control).
- 10.3 You agree to indemnify us and Management from any Loss caused by, arising out of, or connected with your entry or attendance at the Event or your breach of these Terms.
- 10.4 Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under Consumer Laws which cannot be excluded, restricted or modified by agreement.

## **11 Privacy**

- 11.1 The information provided by you and information retrieved from databases held by Cook Shire and displayed to you online is intended for the sole use of the authenticated user for the purpose of enhancing customer interactions with Cook Shire Council.
- 11.2 You consent, under privacy and other applicable laws to the collection of your personal information for the purpose of conducting the Event including:
- 11.2.1 the disclosure of your personal information to us for the purposes stated in the Cook Shire Council Privacy Policy including to contractors, our suppliers, Event Sponsors and others involved in organising and participating in the Event; and
  - 11.2.2 the use of your personal information by us and other persons referred to in subclause 9.2.1 for the purpose of informing you of products, services and/or events organised or promoted by us and these persons.
  - 11.2.3 Your personal information is being collected to facilitate your purchase and to allow entry to the event.

- 11.3 Your information is shared with the Event Organiser, to enable them to communicate to you regarding the event.
- 11.4 In making submissions online you consent to Cook Shire Council providing any information to you regarding the services in electronic form. Cook Shire Council may provide such information to you via email at the email address you specified. We will not disclose your email address details to third parties without your consent, unless required by law. Email messages may be monitored by our information technology staff for system troubleshooting and maintenance purposes.
- 11.5 If you wish to be removed from any lists please email us at tickets@lup.events

## **12 General Rules**

- 12.1 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 us and/or Management); animals (except for guide animals required for a disability or approved by us 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 us or Management.
- 12.2 You must comply with all rules, signs and notices at the Venue and follow any reasonable directions given to you by us or Management.
- 12.3 You must not undertake any unauthorised commercial activity at the Event or Venue, including that you must not distribute or display any unauthorised promotional or advertising materials.
- 12.4 If any part of these Terms is unenforceable, the unenforceable part shall be severed to the extent that it is unenforceable and the remainder enforced to its full effect.
- 12.5 These Terms are governed by the laws and courts of the State in which the Venue is located.
- 12.6 I confirm that the information I have entered is completely accurate, and in particular I have taken care to ensure that my email address is correctly entered.
- 12.7 I agree that by my entering into any competitions at the Show, that I agree and consent to my personal information being utilised by such competition for the competition purposes and the promoter of the competition and authorise the publication of my details as they relate to the competition.
- 12.8 I agree that you will not be liable to me, except in the case of fraud, for any act or omission (whether negligent or misleading or deceptive or otherwise) by you in the performance or purported performance of your obligations under these terms and conditions.
- 12.9 I indemnify you against all claims, except in the case of fraud, arising out of or in any way connected with any act or omission by you in the performance or purported performance of your obligations under these terms and conditions.

- 12.10 I agree that liability on your part or on the part of your 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 you by me , shall not in any event (and whether or not such liability results from or involves negligence) exceed \$50.00.
- 12.11 I agree that by my entering information into any electronic form on your site, that I am agreeing to the terms and conditions herein and to the Disclaimer.