

TERMS AND CONDITIONS OF PURCHASE, EVENT REGISTRATION, ENTRY AND ATTENDANCE

Event registration, entry and attendance and the purchase of **Tickets** (if applicable) are subject to the below terms and with our [Privacy 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. Definitions

- 1.1 In these **Terms**: '**we**', '**us**' and '**our**' mean Exhibitions and Trade Fairs Pty Ltd of Unit 5, 21 South Street, Rydalmere, Sydney, 2116, NSW, ABN 72 101 130 527 and '**you**' and '**your**' refer to persons who register and/or attend the **Event**.
- 1.2 In addition: **Consumer Laws** mean the Australian Consumer Law under the Competition and Consumer Act 2010; **Event** means Motorclassica 2022 to be held between 7-9 October 2022 at the **Venue**.; '**Ticket**' means the entry ticket purchased by you in connection with the **Event**; '**Loss**' includes any liability, cost, claim, damage, loss or expense to persons or property; '**Management**' means the **Venue** owner and/or manager, '**Venue**' means Royal Exhibition Building, Melbourne, and "**Vic Health**" means Victorian Department of Health and Human Services or similar authority.

2. Eligibility to Register and Attend

- 2.1 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.
- 2.2 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**.
- 2.3 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.
- 2.4 Only the following concession cards will be accepted: Pensioner Concession Cards, Veterans' Affairs Gold Cards and Carers Cards (and only if attending with the person in their care). Please note that Seniors Cards will not be accepted.

3. COVID-19 Conditions of Entry

- 3.1 You may NOT enter the **Venue** if:
 - 3.1.1 you are unable to comply with any reasonable direction we and / or **Management** give, expressly including any direction to comply with **Vic Health** directions or regulations concerning Covid-19 including if required to provide evidence to confirm that you are fully vaccinated as defined at the time of entry to the **Event** by **Vic Health** or other evidence to confirm that you have been exempted from the requirement to be fully vaccinated;
 - 3.1.2 you are requested to queue to gain entry to the **Venue** or a part of the **Venue** in circumstances where the visitor capacity for the **Venue** or a part of the **Venue** has been reached; or
 - 3.1.3 you have been asked to self-quarantine.
- 3.2 You may be required by **Vic Health**:
 - 3.2.1 to adhere to social distancing measures by keeping 1.5m away from others not in your household party as much as possible;
 - 3.2.2 to 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.

4. Cancellations, Variations Transfers and Refunds

- 4.1 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.
- 4.2 All online **Ticket** sales are final. No refunds or exchanges will be made for any online **Ticket** sales except as required by the **Consumer Laws**.
- 4.3 **Tickets** purchased maybe 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.
- 4.4 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.

- 4.5 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.
- 4.6 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, keynote 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 displays or activities at the **Event**.
- 4.7 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.
- 4.9 **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.

5. Safety and Security

- 5.1 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.
- 5.2 CCTV or other surveillance may be used for security or safety reasons but does not guarantee your safety or security.
- 5.3 Smoking is not permitted at the **Venue** (except at officially designated smoking areas - if any).

6. Photographs and Recordings

- 6.1 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.
- 6.2 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.

7. Risk and Indemnity

- 7.1 You enter the **Venue**, attend the **Event** voluntarily and at your own risk, including risk to persons and property.
- 7.2 To the extent permitted by applicable laws, you agree:
 - 7.2.1 that neither we, nor Management will be liable to you for any **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); and
 - 7.2.2 to 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);
- 7.3 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**.
- 7.4 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.

8. Privacy

- 8.1 You consent, under privacy and other applicable laws to the collection of your personal information for the purpose of conducting the **Event** including:
 - 8.1.1 the disclosure of your personal information to us for the purposes stated in ETF's Privacy Policy including to contractors, our suppliers, **Event** Sponsors and others involved in organising and participating in the **Event**; and
 - 8.1.2 the use of your personal information by us and other persons referred to in subclause 8.1.1 for the purpose of informing you of products, services and/or **Events** organised or promoted by us and these persons.

9. General Rules

- 9.1 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**); alcohol, 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 Exhibition and **Venue** and are subject to immediate confiscation by us or **Management**.
- 9.2 You must comply with all rules, signs and notices at the **Venue** and follow any reasonable directions given to you by us or **Management**.

- 9.3 If you bring children to the **Event**, you are responsible for their care and conduct. All children attending the **Event** must be always under the supervision of an adult guardian. You are responsible for any acts or omissions committed by children whom you have brought to the **Event**.
- 9.4 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.

10. Other Legal Stuff

- 10.1 If any part of these **Terms** are unenforceable, the unenforceable part shall be severed to the extent that it is unenforceable and the remainder enforced to its full effect.
- 10.2 These **Terms** are governed by the laws and courts of the State in which the **Venue** is located.

-END-