

St Jerome's Laneway Festival 2019

Event Terms and Conditions – Australia

Dictionary for the Event Terms and Conditions

Event:	St Jerome's Laneway Festival 2019
Promoter:	THE LANEWAY FESTIVAL PTY LIMITED ABN 26 450 320 149 102 Pitt Street REDFERN NSW 2016
You and Your:	Any person holding a valid ticket for the Event, whether or not the ticket was purchased by the person holding the ticket or through a thirdparty.
Event Site:	The area designated by Promoter located at each of:

Brisbane	Brisbane Showgrounds Bowen Hills QLD 4006
Sydney	Sydney College of the Arts (SCA) Balmain Road Rozelle NSW 2039
Adelaide	Hart's Mill, St Vincent Street Port Adelaide SA 5015
Melbourne	Footscray Park Footscray VIC 3011
Fremantle	Esplanade Reserve and West End, Marine Terrace Fremantle WA 6160

IMPORTANT – PLEASE READ

You must agree to these Event T+Cs to purchase Tickets.
Moshtix may, without notice, invalidate any Tickets that are believed to be in breach of the Event T+Cs, and no refund, replacement or compensation will be offered.
Each Ticket attracts a booking fee, which is inclusive of GST. All Tickets and products are priced in Australian dollars.
Should the Event be cancelled or rescheduled, Moshtix will inform customers via their nominated email address. Moshtix provides this service on behalf of the Promoter.

St Jerome's Laneway Festival 2019 - Event Terms and Conditions

Terms and Conditions are Binding: tickets to the Event are sold or given and admission to the Event is granted on the express condition that you are bound by these Event Terms and Conditions and any other rules and regulations issued by the Promoter (**Event T+Cs**). By purchasing an Event ticket you agree to be bound to the Event T+Cs.

Directions of Event Staff: you must follow the reasonable directions of Event staff as required and comply with the law at all times during the Event.

Proof of Age – 18+ Events: the **Sydney** and **Fremantle** Events are all 18+ events. You **must** have valid proof of age photo ID to gain entry into the **Sydney** and **Fremantle** Event Sites. Persons under the age of 18 years will be denied entry. The Promoter reserves the right to evict any underage person (or persons unable to provide valid proof of age ID).

Proof of Age – 16+ Events: the **Brisbane, Adelaide and Melbourne** Events are 16+ events. You **must** present a valid **Accepted ID** to gain entry into the **Brisbane, Adelaide and Melbourne** Event Sites. Anyone over the age of 18 wishing to purchase and consume alcohol must bring a valid proof of age photo ID. The Promoter reserves the right to evict any persons engaging in illegal activities (for 16 and 17 years olds, this includes trying to purchase or consuming alcohol at the Event). Full details of the **Youth Policy** and **Accepted ID** can be found on the Event [website](#).

Event Tickets: entry to the Event Site will be granted with presentation of:

- a valid bar-coded ticket; or
- a valid bar-coded print-at-home PDF ticket; or
- a valid bar-coded Passbook ticket (electronic ticket on mobile device),

issued by an **Authorised Ticketing Agency** to be exchanged for a wristband upon entry. Your Event wristband must be worn at all times during the Event – failure to do so may result in your eviction from the Event Site without refund. Event wristbands removed from wrists or tampered with will be rendered invalid and will not be replaced. Damaged or defaced Event tickets or wristbands will not be accepted.

An **Authorised Ticketing Agency** means each of: (1) Moshtix Pty Ltd (**Moshtix**); and (2) any independent ticketing outlet as authorised and approved by the Promoter.

Lost Tickets or Wristbands: replacement is not available for lost, destroyed or stolen Event tickets unless proof of purchase is presented.

Ticket Restrictions: you agree not to re-sell Event tickets contrary to applicable laws. Event tickets may not, without the prior written consent of Promoter:

- be re-sold or offered for resale at a premium (including via online auction sites); or
- used for advertising, promotion or other commercial purposes (including competitions and trade promotions); or
- used to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer.

If an Event ticket is used in breach of this condition, the Event ticket may be cancelled without a refund and the bearer of the Event ticket may be refused admission. The Promoter will use reasonable efforts to notify you of such action.

Ticket Purchase Limits: the Promoter reserves the right to enforce published ticket purchase limits and cancel any tickets obtained above said limits in any one transaction or by any one customer. If you exceed the stated ticket limit, you may have all or any of your order and tickets cancelled without notice by Promoter in its discretion. This includes orders associated with the same name, email address, billing address, credit card number or other information.

Search on Entry: it is a condition of entry to the Event Site that a search of you and/or your possessions be required at the time of entry to the Event Site. If you do not consent to such searches, you may be denied entry to the Event Site without refund. **Prohibited Items** include but are not limited to the list of items at the end of these Event T+Cs and any Prohibited Items will be confiscated. Confiscated items will not be returned, replaced or reimbursed and proceeds from confiscated items (if any) will be donated to a charity. Promoter reserves the right to refuse entry to any persons.

Smoking Policy: venues and stages on and within the Event Site may operate a No Smoking policy and you must comply with any such policy.

Photographing and/or Recording of the Event by You: personal digital cameras are permitted at the Event. SLR cameras are permitted but professional photography equipment (eg telephoto lenses; any lens over 20cm; any detachable lens) is not permitted without Promoter-issued media accreditation. Event staff will determine in their discretion whether equipment is considered to be professional photography equipment. Photos of artists and/or the Event are permitted only on the basis that:

1. images are only used for private and personal use; and
2. images cannot be made available for sale and/or public display.
3. Recording or filming the Event is strictly prohibited.

Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photos created by unauthorised or prohibited recording, filming or photography.

Recording and Photography of the Event by Promoter: you consent to be included in official photography, film and sound recordings of the Event and for these recordings to be used by Promoter and/or any of its authorised representatives and contractors in any medium or context without further authorisation by, or compensation to, you.

Restricted Capacity: you acknowledge that there may be restricted capacities at some of the Event's stages or venues. Once the maximum capacity is reached in these areas there will be no further admissions. Your purchase of a ticket to the Event does not guarantee admission to these areas in such cases.

No Animals: animals are not permitted at the Event Site. Service animals are permitted.

No Passouts: passouts will not be issued unless otherwise stated.

Your Behaviour: you must ensure that you and your invitees act in an orderly manner when attending the Event Site. Promoter may refuse entry or evict you or any of your invitees if you or any of your party are behaving in a disorderly, offensive or inappropriate manner.

Alcohol: the Event is fully licensed – please do not bring alcohol with you as it will be confiscated and will not be returned. Only alcohol purchased from bars at the Event may be consumed at the Event Site. If you wish to purchase or consume alcohol, you must have valid proof of age photo ID. You must be of legal age (18 years) to purchase and consume alcohol on the Event Site. If you are found supplying or buying alcohol for a minor (a person under 18 years of age) you will be evicted from the Event and may be referred to police.

Food and Drink: no food or drink will be permitted into the Event Site. Sealed plastic water bottles (with or without contents) cannot be brought into the Event Site. Unsealed EMPTY plastic water bottles (no glass) can be brought into the Event Site.

Drugs: if you are found supplying, consuming or in possession of illicit drugs you will be removed from the Event Site and may be referred to police.

Signage: you are not permitted to display trading signs on the Event Site without prior written consent of Promoter.

Your Personal Information: pursuant to your booking, Promoter may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket allocations. Unless you tell us otherwise, Promoter may disclose your contact details to third parties if you elect to receive such information at time of ticket purchase so they can provide you with promotional material about other events and products. Promoter may also need to disclose your personal information as required by law or as permitted under the *Privacy Act 1988 (Cth)*. If you have any questions about how Promoter will handle your personal information please visit the link at the bottom of the Authorised Ticketing Agency's ticketing page where you purchased your Event ticket or contact the Promoter.

Promoter's Liability: the services provided by Promoter will be rendered with due care and skill to the extent required by Section 60 of the *Competition and Consumer Act 2010 (Cth)* and applicable similar state legislation. Apart from such statutory liability, Promoter and the owner and/or lessee of the Event Site will not be liable or responsible for any injury, damage or loss suffered or incurred by you or any person entering or when you enter or are on the Event Site whether caused by the negligence of Promoter or that of the owner and/or lessee of the Event Site (or their respective employees, contractors or agents), whether arising in tort, contract, bailment or otherwise - all such injury loss or damage to person or property is at your own risk.

Indemnity: you agree to indemnify Promoter and owner and/or lessee of the Event Site against any loss or damage Promoter and/or Event Site owner and/or lessee may suffer arising out of your negligence or breach of the Event T+Cs.

Release: to the full extent permitted by law, you waive all legal rights of action against and fully release Promoter and owner or lessee of the Event Site (and their respective executive members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss for any default, failure or negligence (to the extent permitted by law) in relation to entry to and presence on the Event Site.

Risk: entry to the Event Site is at your own risk. Without limiting the generality of this:

- appropriate footwear and clothing must be worn at all times at the Event Site;
- you must not mosh, crowd surf or stage dive;
- ear plugs should be worn if necessary.

To the extent permitted by law, Promoter takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by your failure to follow Promoter's directives. In the event of injury or illness Promoter may, at your cost, arrange medical treatment and/or emergency evacuation as deemed essential for your safety.

Enforceability: any provision of these Event T+Cs which is or becomes unenforceable shall not invalidate the other provisions of these Event T+Cs.

Online Ticketing Support: if you are experiencing difficulties with purchasing a ticket or the ticketing page:

Call: 1300 GET TIX (438 849)
9:00am – 7:00pm (Monday – Friday)
9:00am – 5:00pm (Saturday)

Email: help@moshtix.com.au

Online: http://tixsupport.moshtix.com.au/anonymous_requests/new

Refund and Cancellation Policy: the Event is an all weather event. The Event will take place rain, hail or shine. Promoter reserves the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, vary the date and/or vary the Event Site without prior notification and deny admission to the Event Site (including admission to a particular performance at the Event Site) with reasonable cause.

No refunds on tickets except where required by law or in accordance with Live Performance Australia's *Code of Practice for Ticketing of Live Entertainment Events in Australia* which is available on their website (www.liveperformance.com.au).

There will be no refund of any unused portion of an Event Ticket if you or your invitees are asked or forced to leave the Event for any of the reasons set out in the Event T+Cs or if you decide not to attend the Event.

You are responsible for checking the age minimum for the Event. No refunds will be processed if you are denied entry due to not having valid ID for admittance to the Event Site.

Environment: Promoter cares for the environment and community. Please be respectful and place any litter in the bins provided around the Event Site. Be waste and water wise - thank you.

St Jerome's Laneway Festival 2019 – Time To Pay Terms and Conditions

Qualifying for Time To Pay Option: the Time To Pay Option is available on all Event ticket purchases excluding the Visa Pre-Sale.

Credit Card Transaction Details: as we are coordinating the ticketing for the Event, the name Laneway Festival Pty Ltd will appear on your credit card statement next to your ticket purchase transaction. If you need to contact us, you can do so on:

Email: info@lanewayfestival.com.au
Phone: 61 2 8399 2222

Time To Pay Option Available Until 30 November 2018: if you choose to pay for your Event ticket using the Time To Pay Option the following terms and conditions will apply. By purchasing with the Time To Pay Option, you agree that you have read, understood and agree to be bound by these Time To Pay Terms and Conditions (**Time To Pay T+Cs**).

Time To Pay Payment Schedules: by selecting the Time To Pay Option, you irrevocably direct and authorise Laneway Festival Pty Ltd to charge your nominated credit card on the scheduled dates below (note that if a scheduled date is a weekend or public holiday, the credit card will be charged on the next business day). Note that the amount for the total ticket purchase is divided into the specified number of instalments but 100% of the administration fee is charged with the first instalment paid on Date of Purchase.

1. Tickets Purchased between: 25 September 2018 – 30 September 2018 (inclusive)

The total amount will be divided into **five (5)** equal instalments as follows:

1 st Payment	Date of Purchase
2 nd Payment	16 October 2018
3 rd Payment	16 November 2018
4 th Payment	16 December 2018
5 th Payment	16 January 2019

2. Tickets Purchased between: 1 October 2018 – 31 October 2018 (inclusive)

The total amount will be divided into **four (4)** equal instalments as follows:

1 st Payment	Date of Purchase
2 nd Payment	16 November 2018
3 rd Payment	16 December 2018
4 th Payment	16 January 2019

3. Tickets Purchased between: 1 November 2018 – 30 November 2018 (inclusive)

The total amount will be divided into **three (3)** equal instalments as follows:

1 st Payment	Date of Purchase
2 nd Payment	16 December 2018
3 rd Payment	16 January 2019

The last date that Time to Pay option will be available is 11:59pm (AEDT) on **30 November 2018**.

Credit Card Details: all payments will be processed using the same credit card used for the original purchase. If your credit card expires during the Time To Pay period, you must update your credit card details via your Moshtix account at moshtix.com.au.

Changes to Payment Schedule and Refunds: the Time To Pay Payment Schedules cannot be changed and unless required under applicable Trade Practices and Consumer Protection laws, you will not be entitled to a refund or exchange during the Time To Pay process. It is your responsibility to ensure that the credit card account details you have provided are correct and up to date and you have sufficient clear funds available in the account on the scheduled payment dates.

Delivery of PDF Tickets: PDF Tickets purchased under the Time To Pay Option will not be emailed until all payment instalments are received. Once full payment has been received, you will receive your PDF Ticket via email. It is your responsibility to ensure that the Promoter holds a valid email address for you as at the time of purchase and any changes to your email address are updated via your Moshtix account at moshtix.com.au.

Default on Payment: if an instalment is not received on the scheduled payment date, we will make one (1) attempt to contact you by email and/or telephone. You will be given ten (10) days from the date we attempt to contact you to respond to the enquiry or update your payment information. If we do not hear from you or you do not arrange payment within that ten (10) day period then you will be deemed to have defaulted on the Payment Schedule and the Cancellation for Default provisions below will apply.

Cancellation for Default: default on the Payment Schedule will result in cancellation of your entire Ticket purchase, loss of any deposit and all payments made prior to the default. No exceptions. It is your responsibility to check your credit card or bank statements to ensure that the payments are being debited to your account in accordance with the Payment Schedule. You will be notified that your purchase has been cancelled.

St Jerome's Laneway Festival 2019 – Prohibited Items

Prohibited Items include but are not limited:

- Alcohol - any alcohol found at the Event Site will be confiscated and will not be returned and the offending patron(s) ejected from Event Site for the remainder of the Event.
- Glass (jars, bottles, containers, mirrors and perfumes).
- Air horns.
- Weapons or explosives of any kind (including potential missiles).
- Illegal substances.
- Nitrous oxide bulbs and canisters.
- Flares, fireworks, sparklers, explosives or any fire twirling equipment.
- Fires and open flames.
- Instruments.
- Advanced personal vaporizers (or modified APVs) or liquid refills for E-Cigs.
- Flammable liquids.
- Sound systems.
- Portable laser equipment and pens.
- Sharpies, markers, paint cans or paint pens.
- Drones or other remote control devices.
- Couches and chairs.
- Anything studded (ie belts, wristbands etc).
- Audio or video recording devices (*including GoPro* and similar).
- Professional photography equipment (eg telephoto lenses; any lens over 20cm; any detachable lens; stands or other commercial equipment or anything deemed by Event staff to be professional photography equipment).
- Kites or sky lanterns.
- Toy guns, water guns or slingshots.
- Monopods, tripods or attachment sticks (selfie-sticks).
- Skateboards, scooters, wagons, carts, rollerblades, roller skates, bicycles, quad-bikes, segways, hoverboards, self-balancing scooters or any personal motorised vehicles.
- Animals (excluding service dogs such as guide dogs and police or emergency servicedogs).
- Unauthorised solicitation materials including handbills, flyers, stickers, beach balls, give-aways, samples, or other promotional items.
- Any other item deemed by Event staff (in their discretion) to be dangerous or offensive or potentially dangerous by Event organisers.
- Eskies and coolers.
- Umbrellas.

Updated: 20 November 2018