

# Port Fairy Folk Festival Terms & Conditions of Entry



This ticket is sold by Port Fairy Folk Festival Inc (PFFF) (ABN 84 560 700), a not for profit community organisation responsible for the organisation of this Event. The following conditions are of sale (including any resale or subsequent assignment), entry and attendance at the Event.

'You' and 'your' refers to the customer. 'We', 'us', 'our', 'PFFF' and 'Event organiser' refers to Port Fairy Folk Festival Inc, its employees, contractors, volunteers and authorised persons. This agreement means these terms and conditions and any other conditions specified by us on our website and booking forms.

## Ticketing

1. Tickets are sold subject to PFFF and TryBooking.com conditions of sale and to the terms and conditions of entry of each of the Event's venues.
2. All ticket sales are final. Once purchased, tickets are the sole responsibility of the purchaser. Tickets are not transferable under any circumstance. It is a condition of sale that tickets may not be offered for commercial re-sale and they are only valid if purchased from Trybooking.com or through the Port Fairy Folk Festival box office.
3. All sales are final. No refunds or exchanges will be available unless the Event is cancelled, or is rescheduled and you do not wish to attend the alternative date.
4. This is an all-weather Event. No refunds will be made if you choose not to attend due to inclement weather.
5. You must supply your CORRECT FULL NAME at the time of purchase.
6. The BARCODED TICKET is required for entry to the Event. Print the barcoded ticket, or carry the barcoded ticket on your smartphone or device, and bring to the Southcombe Park Stadium in Campbell St, Port Fairy. The barcode is required for scanning at entry.
7. Event Organisers reserve the right to refuse entry to any person who:
  - cannot produce a valid e-ticket
  - presents an e-ticket that has been purchased or obtained through an unauthorised source or by illegal means, or
  - presents an e-ticket that has been duplicated.

NB: If you do not bring your valid barcode to the Southcombe Park Stadium and ask for your tickets to be looked up on the system, a \$10 administration fee may be charged to locate and/or reissue your ticket.

8. Ticket orders will be cancelled if cheques are dishonoured or credit card funds are unavailable.
9. If entering the Event as an adult, ID to prove legal age must be shown if required or on demand. Children under the age of 18 will not be allowed to enter the Event with an adult ticket. Refer to points 10 & 11 for terms and conditions regarding children.
10. YOUTH TICKETS: For duty of care reasons, and in keeping with the family-based nature of the Event, youth tickets can only be purchased in conjunction with an adult ticket or by an adult who has already purchased a ticket. There is a limit of 6 youth tickets for each adult ticket. Youth tickets must be purchased in advance. NO YOUTH TICKETS WILL BE AVAILABLE AT THE GATE. The PFFF reserves the right to refuse sale of youth tickets if there is reason to suspect that the accompanying responsible adult policy is being exploited. A youth is aged between 13 and 17 years of age on the last day of the Event, and must be wristbanded with the responsible adult who purchased the ticket. Proof of age for youth tickets may be required, such as driver learner permit or school ID. PFFF also reserves the right to refuse entry to those who present as a youth for wristbanding at the Event, yet fail to satisfy PFFF personnel they are indeed accompanied by the responsible adult who purchased the ticket. A responsible adult is a person who is either a parent or acting in place of a parent and who could reasonably be expected to exercise responsible supervision of the youth.
11. Children 12 years and under who are accompanied by a ticketed, responsible adult enter the Event at no charge and must be accompanied by a responsible adult at all times at the Event. The phone number of the responsible adult must be written on the child's wristband to assist with location should the child become lost.
12. If PFFF determines that the price of tickets set out on TryBooking.com is in error, persons who have purchased tickets will be contacted. If the error has resulted in the purchaser being overcharged, the amount overcharged will be refunded. If the error has resulted in the purchaser being undercharged,

PFFF reserves the right to charge the purchaser the balance of the correct ticket price. If ticket holders disagree, tickets can be cancelled and a full refund provided net of the non-refundable booking fee.

13. Tickets sold for the performances at PFFF are general admission only.
14. Tickets may be purchased Australia wide and internationally, however no refunds will be given if the ticket holder cannot attend the Event. In the case where the Festival has sold out of tickets, a ticket re-selling facility will be operated via the PFFF box office. If tickets have not sold out, the reselling facility will not operate. Please check our website to check if tickets have sold out. If we have sold out and you wish to resell your ticket, please email [admin@portfairfolkfestival.org](mailto:admin@portfairfolkfestival.org) or phone + 61 (0)3 5568 2227 for more information. Please note there is no guarantee that you will be able to purchase, or sell, a ticket via this facility.
15. Tickets may only be purchased with a credit card issued in the purchaser's name. Fees and surcharges include GST. A \$5 administration fee applies to all tickets purchased through the box office in addition to the Trybooking transaction fee of 50 cents per ticket.
16. Tickets are sold on the express condition that ticket holders are bound by the rules and regulations issued by the organiser, the laws of the Commonwealth of Australia, the State of Victoria and the rules and regulations enacted there under.
17. If your ticket has been destroyed, lost or stolen BEFORE the Event starts, contact the PFFF box office on + 61 (0)3 5568 2227. A new ticket will be issued and the original cancelled. A small fee may apply.

### **Artists and Venues**

18. PFFF reserves the right to add, withdraw or substitute artists, vary any advertised program, change venue and vary audience capacity. No claim for compensation shall be made in the event that the program is varied due to the non-appearance of an advertised artist.
19. You agree to a search of your person or possessions on entry to the Event.
20. A valid ticket will be exchanged for a wristband to be fitted at the Southcombe Park Stadium and must be worn at all times. Wristbands must remain intact to gain entrance to the Event. Damage to a wristband (even if accidental) will render it invalid and access to the venue denied, unless the Ticketing Manager or security staff approves a replacement.
21. Admission to individual stages is subject to capacity.
22. No claim for compensation or refund shall be made in the event that access to a venue is denied when 'full house' is declared for any advertised artist; or if the Event does not meet the ticket holder's expectations in general.
23. Ticket holders agree to comply with all PFFF security arrangements, as well as those of the venue provider, including personal searches (if deemed necessary by PFFF). All GLASS BOTTLES, ALCOHOL, ILLEGAL DRUGS, WEAPONS, or DANGEROUS ITEMS are prohibited and will be confiscated. No claim may be made against PFFF or the venue provider for items confiscated. Persons found in possession of illegal drugs, weapons or dangerous items will be removed from the venue and will lose their wristband.
24. PFFF or the venue provider may refuse admission to any ticket holder for any reasonable cause and may request any ticket holder to leave the venue for any reasonable cause.
25. Entry is at own risk and the right to refuse entry is reserved by PFFF and venue providers. PFFF and venue providers shall not be held liable for any loss, injury, or damages sustained entering or on the site – to the extent allowed by the law.
26. Chairs may be brought into the Event, unless where otherwise signed, but must be kept in their designated area. We may direct you to move or remove chairs from the Event for any reason.
27. Grassed areas may not be reserved through the placement of blankets or chairs. The Event organisers reserve the right to remove any unattended blankets or chairs.

### **Audio & Visual**

28. All ticket holders consent to any official filming, photographic and sound recording as members of the audience.
29. No equipment, recording device, phone or camera will be allowed where the user is intending to use the photos, audio or video for unauthorised commercial use. Any person not in possession of an official PFFF Media Pass endorsed for film and/or photography as appropriate, found using a video camera or any device to record performances will be expelled from the venue, will lose their wristband, and may render the offender liable for legal action.

## **Liability**

30. PFFF disclaims any and all liability for the acts, omissions and conduct of any third party including the products, services, actions or failure to act of any venue or other person in connection with the performance or referred to on this site.
31. Entry is at the ticket holder's own risk. Appropriate footwear and clothing must be worn at all times on the site. The PFFF shall not be held liable for any loss, injury or damages sustained entering or on the site – to the extent allowed by the law.
32. The PFFF takes no responsibility for any hearing damage or loss, please use ear plugs if necessary.
33. You will be liable for any loss or damage caused at the Event by you or your invitees.

## **Smoking, alcohol, illegal drugs and glass**

34. Within the Festival arena there are two designated smoking areas. Smoking is not permitted beyond these points. Within the Village, standard smoking laws are in line with the Tobacco Act which disallow smoking within a 10 metre radius of food preparation and service areas.
35. THERE ARE TWO LICENSED AREAS WITHIN THE ARENA; The Shebeen and The Speakeasy. Patrons wishing to consume alcohol must be 18 years and over (photographic ID will be required as proof of age). It is prohibited to bring your own alcohol to the event. We reserve the right to evict patrons who disobey or break Responsible Service of Alcohol legislation and the law. In accordance with legislation, children under the age of 18 must be accompanied by a responsible adult when entering the licensed area. Alcohol may only be consumed in licensed areas.
36. Anyone found supplying or buying alcohol for a minor will be evicted from the Event, will lose their wristband, and criminal charges may be a consequence.
37. Persons found in possession of illegal drugs will be evicted from the Event, will lose their wristband, and may face criminal charges.
38. Bottled wine is not allowed to leave the defined area of the Festival bar in which it was purchased.
39. Refunds will not be provided for the balance of any unused drink ticket purchases.

## **Privacy**

40. The information requested is only used in the processing of your tickets; in accordance with the Privacy Act 1988, the information is not supplied to any third party.

## **Trading**

41. Trading signs or other signs are not permitted without prior consent of PFFF. No ticket holder shall be entitled to do any trading without the written consent of the Event organisers.
42. Ambush marketing will not be tolerated. Setting up a promotional presence within or near the Event is not allowed without prior written consent of the Event organisers.
43. Tickets cannot be used as part of any marketing, media or sales promotion whether commercial or non-commercial without prior written consent of the Event organisers.

## **General safety**

44. In the case of an emergency evacuation or situation, you must follow all PFFF and other directives of official personnel.
45. No animals will be permitted onto the Event site, with the exception of guide dogs.
46. Fires and fireworks are not permitted.
47. Activities such as moshing, crowd surfing and stage-diving are not permitted. Patrons engaging in these or other dangerous activities will be evicted from the Event and will lose their wristband. Aisles in venues must be kept clear, and patrons must follow directions given by Event staff in regards to seating, traffic flow and creating more available space for patrons in venues.

## **Environment and community**

48. PFFF cares for the environment and community. Please recycle wherever possible and place all waste in the appropriate bins provided. Be waste and water wise - thank you.
49. Please respect our town and neighbours and do not create excessive noise or litter while traveling to and from the Event.

## **General**

50. Any breach of any of these terms and conditions will entitle the Event organisers to evict the ticket holder from the venue and confiscate any ticket or wristband, without refund.
51. No promise is made by PFFF that its website is error free or that files downloaded from this site are free of viruses or contamination.