



GENERAL ATTENDANCE TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

(1) By:

- (a) purchasing a ticket to;
- (b) agreeing to be allocated a ticket to; or
- (c) attending,

an Event you agree to be bound by these Terms and Conditions, as amended or replaced by Us from time to time.

(2) These Terms and Conditions constitute a contract between You and Us in relation to an Event.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these terms and conditions, unless the context otherwise requires:

- (1) **Allergy** means any sensitivity to a food or drink which causes or could cause the human body to react in an adverse manner when the body comes into contact with the food or drink;
- (2) **Business Day** means a day, other than a Saturday, Sunday or public holiday in Toowoomba, Queensland;
- (3) **Claim** means any claim, allegation, cause of action, proceeding, suit or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent;
- (4) **Event** means an event advertised on our website which You:
 - (a) purchase a ticket to;
 - (b) agree to be allocated a ticket to; or
 - (c) attend;
- (5) **Event Content** means any document, material, form or any other thing provided to You or Your Invitee before, during or after an Event;
- (6) **Force Majeure Event** means any of the following events or circumstances, to the extent it is outside the control of a party, fire, storm, flood, earthquake, natural disaster, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, pandemic, contagion, coronavirus, serious viral outbreak, quarantine restriction, public health directive, and acts (including laws, regulations, legislative instruments, directions, disapprovals or failures to approve) of any statutory authority or Government department or agency;
- (7) **GST** means the same as in the GST Law;
- (8) **GST Law** means the same as in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth);



- (9) **Intellectual Property Rights** means all intellectual property rights and industrial property rights both in Australia and throughout the world, including copyright, moral rights, patent, registered or unregistered trademark, registered or unregistered design, trade secret, knowhow;
- (10) **Invitee** means You and each person who attends an Event on behalf of You or as a guest or invitee of Yours or a transferee approved by Us;
- (11) **Location** means the place where an Event is to be held;
- (12) **Loss** includes any loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense however it arises and whether it is present or future, fixed or unascertained, actual or contingent;
- (13) **Terms and Conditions** means these terms and conditions;
- (14) **You/Your/Yourself** means the person that receives a ticket for an Event or who attends an Event and any transferee approved by Us;
- (15) **Us/Our/We** means Toowoomba and Surat Basin Enterprise Pty Ltd ACN 155 004 523.

2.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (1) a reference to:
 - (a) one gender includes the other genders;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a natural person, partnership, body corporate, joint venture, association, government, authority, agency or other entity;
 - (d) a party includes that party's executors, administrators, successors and permitted assigns;
 - (e) a document is to that document as amended, novated or replaced from time to time;
 - (f) money is to Australian dollars, unless otherwise stated;
 - (g) "including" and similar expressions are not words of limitation;
 - (h) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision, or if relevant, the predecessor to that statute, regulation or provision;
- (2) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (3) a provision of these Terms and Conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms and Conditions or the inclusion of the provision in these Terms and Conditions;



- (4) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
- (5) if a party consists of more than one person, these Terms and Conditions binds them jointly and each of them severally;
- (6) headings are for convenience only and do not affect the interpretation or form part of these Terms and Conditions;
- (7) words defined in the GST Law have the same meaning in these Terms and Conditions; and
- (8) any party which is a trustee is bound in its capacity as a trustee and personally.

3. ATTENDANCE AT EVENT

- (1) Attendance at an Event is restricted to persons who are 18 years or older and You and Your Invitees acknowledge and agree We may require You and Your Invitees to produce photo identification documents to verify You and the age of each of Your Invitees.
- (2) You are responsible for all of your Invitees and You must ensure that You and each Invitee:
 - (a) are over the age of 18 years;
 - (b) comply with:
 - (i) these Terms and Conditions;
 - (ii) all applicable laws;
 - (iii) Our code of conduct for an Event;
 - (iv) the occupier of the Location's code of conduct, instructions and directions; and
 - (v) any conditions associated with an Event and advised by Us to You whether on Our website or otherwise;
 - (vi) Our reasonable and lawful directions;
 - (c) conduct Yourselves in a manner that maxims health, safety and wellbeing of Yourself, Your Invitees and any other person at an Event;
 - (d) does not engage in any conduct that:
 - (i) is dangerous to You, Your Invitees or any other person at an Event;
 - (ii) may be a nuisance to any other person at an Event or their invitees;
 - (e) does not consume an amount of alcohol that would prevent You or Your Invitees from complying with these Terms and Conditions .

4. DIETARY REQUIRMENTS

- (1) If food and/or drinks are to be provided at an Event:
 - (a) You must notify us when you purchase a ticket for an Event or in writing at least 5 Business Days before the date of an Event of any Allergies You or Your Invitees may have by sending an email to events@tsbe.com.au



- (b) You acknowledge and agree We may not be able to secure alternative catering arrangements for an Allergy even when You have notified Us of the Allergy in accordance with these Terms and Conditions;
 - (c) regardless of You or Your Invitees notifying Us of an Allergy, You and Your Invitee are responsible for assessing for itself the safety of any food and/or drinks acquired in and around the location of an Event.
- (2) You and each of Your Invitees, jointly and severally, release and forever discharge Us from any Claim arising from, connected with or relating to an Allergy.
 - (3) You and each of Your Invitees, jointly and severally, indemnify Us from any Claim arising from, connected with or relating to an Allergy including any Claim made against Us from a third party including an Invitee.

5. IMAGE RELEASE

- (1) You and Your Invitees consent to Us or a third party engaged by Us to:
 - (a) recording You and Your Invitees image and voice;
 - (b) the taking of photos and videos which may include You and Your Invitees,and using such things for commercial purpose (including advertising and promotional materials) without compensation to You and Your Invitees.
- (2) You and each of Your Invitees, jointly and severally, indemnify Us from any Claim arising from, connected with or relating to the matters set out in clause 5(1) of these Terms and Conditions.

6. INTELLECTUAL PROPERTY

- (1) You and Your Invitees acknowledge and agree:
 - (a) nothing in these Terms and Conditions gives You or Your Invitees any rights (including any Intellectual Property Rights) in relation to any intellectual property owned by Us; and
 - (b) intellectual property owned by Us will remain Our property.
- (2) Where Event Content is provided at an Event and is not required to be returned to Us then We grant You a non-exclusive, revocable, non-transferrable, royalty free licence to use the Event Content for your own internal purposes only.
- (3) You and Your Invitees must not:
 - (a) Use any other person's trademark or logo for any purpose without the prior written consent from the owner or licensee of that trademark or logo;
 - (b) reverse engineer any of the Event Content;
 - (c) reproduce, modify or pass off as your own or someone else's property any of the Event Content;
 - (d) provide any of the Event Content to any other person who is not a director, officer or employee of You; and
 - (e) commercialise any of the Event Content or derive any revenue from the Event Content.



7. REMOVAL FROM EVENT

- (1) You acknowledge and agree and agree to make your Invitees aware that a failure to comply with these Terms and Conditions may result in You and Your Invitees being removed from an Event or the Location.
- (2) If You or Your Invitees are removed from an Event or the Location pursuant to clause 7(1) of these Terms and Conditions, We are not obliged to refund any of the fees you have paid for your ticket to an Event as a result of You or Your Invitees being removed from an Event or Location.

8. CANCELLATION OR POSTPONEMENT OF EVENT

- (1) You and Your Invitees acknowledge and agree We may postpone an Event to a later date that We may choose at Our discretion.
- (2) If clause 8(1) of these Terms and Conditions applies:
 - (a) We will notify You of the new date and time for an Event; and
 - (b) You and Your Invitees may attend the postponed Event as if it had never been postponed.
- (3) You acknowledge and agree where an Event has been postponed pursuant to clause 8(1) of these Terms and Conditions, You are not entitled to a refund of any fees You have paid if You do not accept the new time and date for an Event.
- (4) You and Your Invitees acknowledge and agree We may cancel an Event, in which case, where the cancellation of an Event occurs:
 - (a) for the benefit of Us and at our election, We will provide you with a refund of any fees you have paid to Us for your ticket to an Event; and
 - (b) as a result of a Force Majeure Event and provided We have received a refund of all of Our costs associated with an Event, We will provide You with a refund of any fees you have paid to Us for your ticket to an Event.

9. TRANSFER OF TICKET BY YOU TO A THIRD PARTY

- (1) Provided:
 - (a) You provide written notice to Us of Your request to transfer Your ticket for an Event to a third party at least 4 Business Days before the date of an Event and provide the name and contact details of the third party and any other details we require; and
 - (b) We consent in writing to You transferring Your ticket to a third party (such consent may be withheld in Our absolute discretion),

You may transfer Your ticket and Your right to attend an Event to a third party.

- (2) The notice referred to in clause 9(1) of these Terms and Conditions must be given by email and emailed to events@tsbe.com.au
- (3) If You transfer Your ticket to an Event in accordance with these Terms and Conditions, You lose Your right to attend an Event.



10. RELEASE AND INDEMNITY

You and Your Invitees, jointly and severally, release and indemnify Us and Our officers, employees, agents, subcontractors and related bodies from and against any Claim, demand, Loss, damage, penalty arising from, connected with or relating to an Event.

11. GST

11.1 GST Exclusive

The consideration payable under or in connection with these Terms and Conditions has been fixed without regard to the impact of GST.

11.2 Taxable Supplies

If GST is or becomes payable on a Taxable Supply made under or in connection with this agreement, the party providing consideration for that Taxable Supply must pay an additional amount equal to the GST payable on the Taxable Supply.

11.3 Payment of GST

The additional amount payable under clause 11.2 of these Terms and Conditions must be paid:

- (1) at the same time as the consideration for the Taxable Supply; or
- (2) on the date which the party making the Taxable Supply delivers a Tax Invoice,

whichever is the later.

12. GENERAL

12.1 Assignment

A party may not assign or otherwise deal with its rights under these Terms and Conditions without the prior written consent of the other parties.

12.2 Entire agreement

These Terms and Conditions contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understanding between the parties.

12.3 Further assurances

Each party must do all things, including executing documents, which are reasonably necessary to give full effect to these Terms and Conditions.

12.4 Amendment

No variation, modification or alteration of any term of these Terms and Conditions is effective unless it is in writing and signed by each of the parties to it.

12.5 Waiver

- (1) The failure of a party at any time to require performance of any obligation under or in connection with these Terms and Conditions is not a waiver of that party's right to claim damages for breach of that obligation and at any other time to require performance of that or



any other obligations under these Terms and Conditions, unless written notice is given to that effect.

- (2) No waiver of any right under these Terms and Conditions is effective unless it is in writing and signed by the party giving it.

12.6 Severability

- (1) The provisions of these Terms and Conditions and parts of each provision will be severable.
- (2) A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from these Terms and Conditions and the remaining terms or parts of the term of these Terms and Conditions continue in force.

12.7 Governing Law and Jurisdiction

- (1) The law governing these Terms and Conditions is the law in force in Queensland.
- (2) The parties submit to the jurisdiction of the courts in Queensland exercising jurisdiction with respect to matters concerning these Terms and Conditions.