



### The Free MAC Schoolies Festival™ Bus Service Conditions

1. The Free MAC Schoolies Festival™ Bus Service between Adelaide and Victor Harbor and return is provided through the generous funding provision of the Motor Accident Commission (**MAC**) and EY to assist in safe transport arrangements for participants of the Schoolies Festival™ at Victor Harbor (**Bus**).

In these Terms and Conditions:

- a. 'EY' means Encounter Youth and its staff, officers, approved agents, media agents, volunteers, security, contractors and/or sponsors;
  - b. 'GTR' means Genesis Transport & Removals and its staff, officers, approved agents, volunteers, security, contractors and/or sponsors;
  - c. 'media agent' is defined as an agent approved and who has been granted a media agent pass by Encounter Youth;
  - d. 'patron' is defined as a person who purchases a ticket to the Festival, permits another person to purchase a ticket to the Festival on their behalf, enters the Festival and/or travels via the Bus;
  - e. 'Festival' means the Schoolies Festival™ event hosted by Encounter Youth Incorporated located at Victor Harbor, South Australia, between 23 November 2018 and 25 November 2018 (inclusive).
2. GTR is the licenced transport operator for the Bus.
  3. EY and/or GTR have an absolute right to enforce these Terms and Conditions.
  4. ALL Bookings must be made via EY. Proof of this and identification will be required before baggage is loaded and patrons board the coaches. If a patron cannot provide sufficient photo ID they will be refused entry.
  5. All departures and arrivals will be from the Adelaide Central Bus Station in Franklin St. EY and GTR do not take any responsibility for patrons who fail to board any of the coaches.
  6. EY and GTR has the right to refuse travel to any patron or remove a patron from any of the coaches, if that person:-
    - a. possesses or appears to be affected by a prohibited drug; or
    - b. displays signs of alcohol intoxication; or
    - c. is disruptive, disorderly or offensive; or
    - d. engages in dangerous behaviour including but not limited to moshing or violent dancing; or
    - e. possesses any item that has the potential to cause injury or nuisance; or
    - f. fails to comply with these Terms and Conditions; or
    - g. fails to comply with any other reasonable instruction from EY or GTR.
  7. No food or drink is permitted in the seating areas of the coaches. All alcohol must be carried in sealed containers in baggage, and will be stored in the designated areas as instructed by GTR and EY. Any alcohol located in the seating areas of the coaches will be confiscated by EY or GTR and will not be returned to the patron.

8. Any vomiting on board of the Bus, which in the opinion of EY or GTR is caused by alcohol or other drug intoxication, will be reported to GTR staff and the patron may be required to pay a cleaning fee/charge.
9. Each patron acknowledges and agrees that:
  - a. he or she may be photographed, videotaped or otherwise recorded by EY or GTR in connection with the Bus or Festival to produce photographic images, film recordings, sound recordings and other material incorporating a patron's appearance, likeness, voice, quotations, comments and name (**Images**);
  - b. EY may use, reproduce, publish, broadcast, distribute, commercialise, adapt, modify, edit, sell, exhibit, store, dispose of, deal with or otherwise exploit in any media such comments or Images (or any part of the Images) (**Materials**) for the purpose of EY's future promotional and marketing purposes throughout the world (including without limitation, on the internet, such as EY's website) without further reference or compensation to them;
  - c. he or she consents to the Images being taken by or on behalf of EY and understands that the patron may be identifiable in the Materials; and
  - d. he or she waives all rights (if any) to inspect or approve the Materials or their use by EY in exercising the rights granted under this paragraph or control the use or disclosure of the Materials
  - e. he or she consents to the collection and distribution of their personal information by EY in conjunction with EY's privacy policy [www.encounteryouth.com.au/about/privacy](http://www.encounteryouth.com.au/about/privacy), inclusive but not limited to the use of direct marketing, email campaigns, safety information and competition entries.
10. All patrons must hold a Festival ticket to board the bus service, in absence of a ticket each person must pay \$5 per bus boarding to the driver.
11. If any provision of these Terms and Conditions are invalid or unenforceable, those provisions can be severed and such severance will not affect or invalidate the other provisions.
12. These Terms and Conditions are governed by the laws of South Australia. By participating in the Festival and travelling via the Bus, each patron submits to the exclusive jurisdiction of the Courts of South Australia.
13. EY reserve the right to vary these conditions at any stage. Should you require an up to date version of the Terms and Conditions, please contact EY on 8179 0300 or [enquiry@encounteryouth.com.au](mailto:enquiry@encounteryouth.com.au)

*Updated October 2018*