

SCHOOLIES FESTIVAL™ 2023 TERMS AND CONDITIONS

1. The following Terms and Conditions apply to all patrons purchasing a ticket to or entering the Schoolies Festival™ (Festival).
2. 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. 'Festival' means the Schoolies Festival™ event hosted by Encounter Youth Incorporated located at Victor Harbor, South Australia, between 17 November 2023 and 19 November 2023, inclusive;
 - c. 'Festival Ticket' means a ticket purchased for the Festival either as a standalone ticket or in a ticket and accommodation package with a Partner Accommodation Provider;
 - d. 'Partner Accommodation Provider' is an accommodation facility who has partnered with Encounter Youth to deliver Festival Ticket and accommodation packages to be sold by EY;
 - e. 'Festival Wristband' means the wristband exchanged for the Festival Ticket;
 - f. 'patron' is defined as a person who purchases a Festival Ticket, permits another person to purchase a Festival Ticket on their behalf, and/or enters the Festival.
3. Patrons who do not comply with these Terms and Conditions will not be permitted entry to the Festival.
4. Patrons who have been admitted but fail to comply with these Terms and Conditions may be removed from the Festival without refund of any entry fee(s).
5. EY, its staff, volunteers, agents, security and contractors have an absolute right to enforce these Terms and Conditions.

CONDITIONS OF ENTRY

6. To retrieve a Festival Wristband at the Festival ticket booth (Victor Harbor) or at the appropriate Partner Accommodation Provider, patrons must provide the following:-
 - a. photo ID in the form of either a current (2023) secondary school student card/ID, a current driver's license, or a state issued proof of age card; and
 - b. an authentic Festival Ticket.
7. If a patron cannot provide sufficient photo ID, they will be refused entry.
8. The purchase of a Festival Ticket does not guarantee the patron entrance into the Festival. The Festival venues have a limited capacity.
9. The Festival Wristband is either valid for the three nights of the Festival or one night of the Festival (depending on the Festival Ticket type purchased by the patron).
10. The Festival Wristband is the sole responsibility of the patron. If a Festival Wristband has been cut, removed, stretched, or tampered with, it will be deemed invalid and no replacement will be issued for any reason.
11. Lost or stolen Festival Wristbands will not be replaced or reissued.
12. If a Festival Wristband is damaged but still attached to a patron's wrist, a replacement Festival Wristband may be issued at the Festival ticket booth. Issuing a replacement Festival Wristband is at the sole discretion of EY.
13. Proof of identity, age and secondary student status must be produced by the patron for EY staff, volunteers or security on demand.
14. Patrons are required to take reasonable steps to prevent and control infection from COVID-19. This includes but is not limited to:-

- a. if a patron has been in contact with someone with COVID-19 or has been advised to quarantine or isolate by SA Health within 7 days prior to the Festival, they must not attend the Festival or a Partner Accommodation Provider until they are well again and/or have been released from isolation and/or cleared by COVID-19 testing; and
- b. EY has the right to evict patrons who are displaying COVID-19 symptoms. If an eviction from the Festival occurs, the patron will not be entitled to a refund or exchange.

REFUSAL OF ENTRY AND/OR REMOVAL

15. EY may refuse entry to or remove any person from the Festival 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 crowd surfing, stage diving, moshing or violent dancing; or
 - e. possesses any item that has the potential to cause injury or nuisance; or
 - f. wears attire with any vulgar, obscene or offensive messages and or images; or
 - g. fails to comply with any COVID-safe practices, government mandated COVID-19 requirements or COVID-19 management plan requirements; or
 - h. fails to comply with these Terms and Conditions; or
 - i. fails to comply with any other reasonable instruction from EY.
16. If any patron is refused entry or is removed from the Festival due to any of the above, EY has the right to confiscate that patron's Festival Wristband indefinitely. If the Festival Wristband includes accommodation at a Partner Accommodation Provider, that Partner Accommodation Provider reserves the right to replace wristband with an 'accommodation only' wristband at their discretion.
17. There will be no refund of any unused portion of the Festival Ticket if a patron is refused entry to or removed from the Festival.

WAIVER

18. Patrons enter the Festival at their own risk.
19. Each patron waives, releases and discharges EY, involved in organising or conducting the Festival from all claims or causes of action the patron may have (including for negligence) arising from any injury, loss or damage of any kind suffered including personal injury, illness or death and/or loss or damage to any property (to the extent permitted by law) arising either directly or indirectly out of attendance at, or participation in, the Festival.
20. Each patron indemnifies and will keep indemnified EY against all costs, losses or damages arising from or in relation to the patron's attendance at, or participation in, the Festival.
21. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on EY are excluded under these Terms and Conditions. If a supply under these Terms and Conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any

provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits EY to limit its liability then EY's liability shall be limited to:

- a. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- b. in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

22. Each patron acknowledges and agrees that:

- a. they may be photographed, videotaped or otherwise recorded by EY in connection with the 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;
- d. they waive 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; and
- e. they consent to the collection and distribution of their personal information by EY in conjunction with EY's privacy policy www.encounteryouth.com.au/about/privacy, inclusive but not limited to the use of direct marketing, email campaigns, safety information and competition entries.

CANCELLATION AND REFUNDS

23. EY reserves the right to abandon, cancel or reschedule the Festival.

24. If the Festival is cancelled, rescheduled or significantly relocated (and a patron cannot or does not wish to attend the rescheduled or relocated Festival), EY will retain \$49.00 of the Festival Ticket price as an administration fee or to the extent otherwise required by law (including the Australian Consumer Law). Patrons must apply for a refund within 30-days of the Festival cancellation, reschedule or abandonment announcement. If patrons make contact within the 30-day period, but do not take reasonable action to receive their refund in the following 30-day period, they will forfeit their right to receive a refund.

25. To the extent permitted by law, Festival Tickets are not refundable. Under these Terms and Conditions, EY is not required to provide a refund or remedy if:-

- a. a patron has a change in personal circumstances; or
- b. a patron is well and does not wish to attend the Festival due to fears of exposure to COVID-19; or
- c. a patron is unwell and does not attend the Festival
- d. a patron is from a group at a higher risk of COVID-19 infection; or
- e. a patron is denied entry into the Festival or removed from the Festival for reasons which were disclosed to the patron in these Terms and Conditions; or

- f. a patron attends the Festival and subsequently leaves or is removed partway through due to feeling unwell; or
- g. a patron does not complete the required steps to complete a Ticket Transfer before the deadline.

GENERAL

- 26. Patrons irrevocably consent to EY, at any time, inspecting their bags, clothes or possessions. Any prohibited items will be confiscated by EY and may not be returned to the patron.
- 27. Prohibited items include, but are not limited to, the following:-
 - a. alcohol (including hipflasks and unsealed drinks);
 - b. cigarettes (including lighters, vape pens and vape paraphernalia);
 - c. illegal substances;
 - d. steel cap boots;
 - e. flares, fireworks or sparklers;
 - f. offensive and dangerous weapons;
 - g. animals (excluding service dogs such as guide dogs or emergency service dogs);
 - h. commercial grade filming or photography equipment; and
 - i. all backpacks.
- 28. EY may not be held responsible for any confiscated items.
- 29. Any vomiting which in the opinion of EY is caused by alcohol or other drug use, will be reported to staff and the patron may be required to pay a cleaning fee/charge.
- 30. No food or drinks are permitted in the seating areas of the buses. Any alcohol located in the seating areas of the buses will be confiscated by EY and will not be returned to the patron.
- 31. Each patron authorises EY to obtain medical attention of any type for the patron at his or her cost if an incident occurs and the patron is unwilling or unable to procure treatment.
- 32. 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.
- 33. These Terms and Conditions are governed by the laws of South Australia. By participating in the Festival, each patron submits to the exclusive jurisdiction of the Courts of South Australia.
- 34. EY reserves 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 (08) 8179 0300 or schooliesfestival@encounteryouth.com.au.