

# ROCKYNATS 2023

## TICKETING TERMS & CONDITIONS:

This ticket is sold on behalf of Rockhampton Regional Council and Rockynats Pty Ltd (“Event Organisers”) who are together responsible for delivery of the Rockynats event (“Event”).

Tickets are sold subject to the following terms and conditions:

### COVID-19 Additional Ticket Terms and Conditions

1. Rockhampton Regional Council and Rockynats Pty Ltd (“Event Organisers”) will operate in accordance with Government recommendations, legislation, and public health directions to minimise risk to persons involved and in attendance at the Event (including entrants, spectators, staff, contractors, suppliers, entertainers and trade, retail and food site holders). All persons involved or in attendance at the Event must comply with all guidelines to support the Event Organisers’ endeavours to provide a safe event for everyone.
2. All persons involved or in attendance at the Event must not attend the Event if they are experiencing any COVID-19 symptoms, are required to self-isolate, are COVID-19 positive, or are not permitted to attend the Event due to any legislation or public health direction.
3. All persons involved or in attendance at the Event agree to abide by all Queensland Health protocols.
4. All persons involved or in attendance at the Event agree to follow the instructions of Event staff and security at all times.
5. By purchasing or accepting tickets to the Event, you and your invitees acknowledge that, even with control measures in place at the Event, there remains at this time, an unquantifiable risk of transmission of viral illness including COVID-19. By attending the Event you and your invitees acknowledge that you have considered those risks and your personal circumstances, including any health condition or vulnerability that you or your invitees may have, and the circumstances of persons with whom you will be in close contact following your attendance at the Event. You acknowledge that, for a small number of people, COVID-19 may have serious health consequences, including death. The Event Organisers expressly rely on you to bring this health issue waiver to the attention of your invitees. The Event Organisers will rely on this health issue waiver and proceed on the basis that you and your invitees acknowledge and accept these risks.
6. .
7. Any requests relating to COVID-19 that are not adhered to will be treated as non-compliance with Event conditions of entry requirements and subject to eviction from the Event.

### Ticket Terms

8. All tickets are non-refundable and non-exchangeable except in accordance with the applicable laws in the region of purchase.
9. Children 12 years and under receive free general admission access with a general admission paying adult. Maximum of four free children’s tickets per 1 adult general admission ticket. Free children’s tickets must be selected during the ticket purchase process. The free children’s tickets do not provide access to the Platinum or Gold Grandstands. Children 12 years and under must be accompanied by a responsible adult at all times whilst inside the Event precincts.
10. Event Organisers reserve the right to withdraw, reschedule or substitute shows and may vary advertised programs, prices and venues.

### Ticket Requirements

11. Tickets must be presented on arrival at the entry gate. Tickets can be printed or displayed via mobile phone.
12. Ticket to be redeemed at Event for wristband or lanyard in order to gain entry and re-entry. Wristband/lanyard must be worn for the whole Event duration. Broken or lost wristbands/lanyards will not be honoured.
13. Entry may be refused if tickets are damaged or defaced in any way or are not purchased through an authorised point of sale.

14. In the event that a duplicate copy of any e-ticket appears, the Event Organisers reserve the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the Event.
15. The right of admission is reserved and is subject to the Event Organisers and the Event Conditions of Entry.

## Conditions of Entry

By attending the Event you agree to the following conditions:

16. Conditions of Entry will be displayed at the entry gate. Conditions of Entry include the right for the Event Organisers to inspect and search bags on entry to the Event site.
17. You must ensure that you and your invitees act in an orderly manner when attending the Event. We may refuse entry or evict you or any of your invitees if they are behaving in a disorderly, offensive or inappropriate manner.
18. Persons under 12 years must be under the direct supervision of a ticket holding parent or legal guardian at all times;
19. You must not enter any restricted areas, such as back of house, competition and performance areas, VIP and hospitality areas or any other area not accessible by the public;
20. No illicit drugs are to be brought into the Event site;
21. Alcoholic beverages must not be taken into or out of the Event. It is an offence for minors to purchase or consume alcohol or for persons to supply alcohol to minors. Alcohol may only be consumed in clearly marked areas of the Event;
22. Patrons are only permitted to bring small amounts of food for personal consumption and sealed bottles of water into the Event. Consideration will be given to those with special dietary requirements;
23. Smoking (including the use of electronic cigarettes or similar devices) is only permitted in the designated outdoor smoking areas of the Event;
24. Unauthorised soliciting, collections and customer surveying is not permitted;
25. You must not engage in any form of ambush marketing and must not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of any official sponsor or Event Organiser.
26. No video cameras or professional cameras are permitted on the Event site. Audio or visual recordings of the Event are prohibited. Still cameras (not professional) are permitted but images may only be used for private purposes and not public display.
27. You consent to be included in photographs, film and sound recordings of the Event. Images and footage from this Event may be used in the Event Organisers promotional material and media.
28. All vehicles must adhere to onsite speed limits.
29. You must follow all reasonable directions given by event staff and security
30. You must adhere to the Event Organisers' or Queensland Health's COVID-19 requirements at all times.
31. You must not behave in a threatening or inappropriate manner (aggressive, riotous, abusive, or insulting actions) towards other patrons or Event staff.
32. You must present valid event accreditation (Event Ticket, Event wristband or lanyard) to gain entry and re-entry.
33. The following restricted and prohibited items are not permitted into the Event:
  - a. Shade structures
  - b. Glass or cans
  - c. Illegal substances, including controlled, dangerous or illicit drugs
  - d. Flares or fireworks
  - e. Laser pointers
  - f. Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends
  - g. Projectile items, including balls, frisbees, rackets or similar objects
  - h. Bicycles, skateboards, skates, scooters and helmets of any form
  - i. Political or offensive materials
  - j. Recording devices (for commercial purposes) and tripods
  - k. Flag poles of more than 1 metre in length/ banners or flags larger than 1m x 2m

- l. Eskies and bags of larger dimensions than 35cm in height, 20cm in width and 30cm in length (i.e. too large to be stored under a seat), including motorized eskies
  - m. Animals (other than trained assistance dogs)
  - n. Musical instruments and noise makers, including drums, whistles, air horns and loud hailers
  - o. Other items as determined by the Event Organisers that may cause injury, public nuisance or safety concerns
34. Breaches of any of the above conditions of entry may result in your removal from the Event. Rockynats Event Organisers reserve the right to refuse entry to the Event to any patron who:
- a. Does not have valid event accreditation (Event Ticket, Event wristband or lanyard)
  - b. Is in possession of any prohibited or illegal objects
  - c. Does not adhere to the Event Organisers' or Queensland Health's COVID-19 requirements

### **Refunds, Cancellations and Changes**

35. We reserve the right to cancel or postpone the Event for any reason.
36. If the Event, or any part of the Event, is cancelled due to adverse weather or for any other cause reasonably beyond the Event Organisers' control, there is no right to refund or exchange and no obligation is assumed by the Event Organiser to arrange a substitute Event.
37. There will be no refund on any unused portion of tickets if you or your invitees are asked or forced to leave or if you decide not to attend any part of the Event.

### **Privacy**

38. Pursuant to your booking, we 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. We may need to disclose your personal information as required by law or as permitted under the Privacy Act. Our Privacy Policy outlines how we will handle your personal information.
39. You consent to be included in photographs, film and sound recordings of the Event and for these photographs and recordings to be used by the Event organiser during or after the Event, including for promotional purposes.

### **Voluntary Assumption of Risk**

#### **WARNING - MOTOR RACING EVENTS ARE DANGEROUS (INCLUDING AS A SPECTATOR) AND YOU ATTEND THE EVENT AT YOUR OWN RISK**

40. If you choose to participate in these activities and you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, your rights to sue the Confederation of Australian Motor Sport Ltd (trading as Motorsport Australia) and/or the Entities\* are excluded, restricted or modified. For full details of the exclusion, restriction or modification of your rights please refer to <https://motorsport.org.au/events/disclaimers>. \*A full list of Motorsport Australia associated entities can be viewed at <https://motorsport.org.au/events/disclaimers>.
41. To the fullest extent permitted by law, the Event Organisers do not accept liability of any nature for the acts, omissions or default of those providing services in connection with us or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with this Event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the cost of refunding the ticket. In no event will the Event Organisers be liable for any indirect, consequential, exemplary or special damages.
42. You acknowledge that neither the Event Organisers nor the Event site will be responsible for any loss or damage to the property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by you or your invitees.
43. You will be liable for any loss or damage caused at the Event by you or your invitees.
44. Motor sport events are dangerous and may result in injury or death to the person or damage to property. You acknowledge and accept the conditions of, and acknowledge the risks arising from, attending or

participating in motorsport activities being provided by Motorsport Australia and the Event Organisers. You agree to be bound by the rules, regulations and policies of Motorsport Australia at all times.

Please refer to the Motorsport Australia website for further information:

[https://motorsport.org.au/docs/default-source/disclaimer/motorsport-australia\\_disclaimer.pdf?sfvrsn=3dad51d0\\_12](https://motorsport.org.au/docs/default-source/disclaimer/motorsport-australia_disclaimer.pdf?sfvrsn=3dad51d0_12)

## **General**

45. The Event Organisers reserve the right to update, modify or change these Terms and Conditions from time to time. Any changes will be available on Rockynats website.