



Cooly Rocks On

Car Entrant

Terms and Conditions

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 This document sets out the Terms and Conditions on which you may access and use sites as part of the Event.
- 1.2 By registering to participate in Cooly Rocks On and paying the associated Event Fee/s you agree to comply with and be bound by the Terms and Conditions as outlined in this document.
- 1.3 You will be bound by these Terms and Conditions from the date you purchase tickets to Cooly Rocks On events.

2. DEFINITIONS

- 2.1 'Terms and Conditions' means this document, and the terms outlined.
- 2.2 'Business Days' means any day other than Saturday, Sunday or public holiday in Queensland.
- 2.3 'Event Organiser' means Experience Gold Coast, ACN 633 448 094.
- 2.4 'Entrant' means the registered Car Owner / Club and where applicable, their staff and agents participating in the Early Bird Show 'N' Shine, Show 'N' Shine and/or Car Run events.
- 2.5 'Purchaser' means the person purchasing the ticket/s as the Entrant or on behalf of another Entrant.
- 2.6 'Parties' mean both the Event Organiser and/or the Entrant and/or Purchaser.
- 2.7 'Event' means the annual Cooly Rocks On (CRO) Festival hosted in Coolangatta, Gold Coast.
- 2.8 'Event Dates' mean the Wednesday 5 June – Sunday 9 June 2024.
- 2.9 'Event Fee' means the full ticket cost including booking fee and all local taxes.
- 2.10 'Event Precinct' means the Coolangatta, Gold Coast precinct as outlined on the Event site map. The Event Precinct includes approved road closures, venues, and parks.
- 2.11 'Venue' means any location in which a ticketed event is being held.
- 2.12 'Show 'N' Shine' means a display of classic and vintage vehicles manufactured pre 1979 along Marine Parade, Griffith Street and connecting streets in Coolangatta, on Saturday 8 June from 9:00am – 5:00pm and Sunday 9 June, from 9:00am – 4:00pm.
- 2.13 'Early Bird Show 'N' Shine' means a display of classic and vintage vehicles manufactured pre 1979 within the allocated area of Greenmount car parks and/or on Marine Parade, Coolangatta, on Thursday 6 June and Friday 7 June as per the advertised program times.
- 2.14 'Car Run' means the Car Run to be staged by the Organiser as part of the Event to coordinate vehicles from Coolangatta to a nominated destination or venue as per the advertised program dates and times.
- 2.15 'Event Staff' are staff employed by EGC, their agents, and contractors.
- 2.16 'Vehicles' are the registered cars entered into the Early Bird Show 'N' Shine, Show 'N' Shine and associated CRO Car Activities, owned by the Entrant.

3. PRIVACY AND PUBLICITY

- 3.1 You acknowledge that any personal information you provide as part of the registration process will be entered into a database and may be used for the planning, staging and promotion of the Event and otherwise in accordance with the Event Organiser's [Privacy Policy](#).
- 3.2 You agree that while attending the Event you may be broadcast, filmed, photographed or otherwise recorded and that such tapes, photographs or footage may be used by the Event Organiser in the conduct of the Event and for any promotional purposes connected with the Event or the business of the Event Organiser. Further you agree that:

- 3.2.1. you are not entitled to any remuneration, royalties or any other payment in respect of such use;
 - 3.2.2. any use is made in good faith and is not intended to defame or offend you, damage your reputation or infringe on your privacy; and
 - 3.2.3. the Organiser may assign or transfer the benefit of the release and consent given to any person.
- 3.3 If you do not want your information or image shared, you must make the request in writing to the Event Organiser.
- 3.4 You must not make, publish or broadcast any public announcement or comment (including via social media) about or concerning the Event, your use of the site, your relationship with or the affairs of the Organiser if that announcement or comment is or might be considered:
 - (a) prejudicial to the image, reputation or goodwill of the Organiser or the Event;
 - (b) prejudicial to the successful staging of the Event or the affairs of the Organiser;
 - (c) threatening, aggressive, abusive, dangerous or destructive;
 - (d) discriminatory, religious, racial, political or homophobic; or
 - (e) foul or abusive.
- 3.5 Upon request of the Organiser, you must promptly take down, delete, retract or remove any announcement or comment made, published or broadcast by you or on your behalf that the Organiser considers is in breach of clause 3.4 or otherwise does not align with and support the good reputation and image of the Organiser or the Event.

4. FEES AND PAYMENTS

- 4.1 The Purchaser will pay the Event Fee in its entirety upon purchase of the ticket.
- 4.2 If the Event Fee has not been paid by the due date, the Organiser may re-assign or cancel the booking without notice to you (if applicable).
- 4.3 You are responsible for your own costs and outlays in connection to your participation in the Event.
- 4.4 You must purchase your ticket/s via the Event's ticketing platform (unless an alternate payment schedule is approved by the Organiser in writing).

5. CANCELLATIONS, TRANSFERS AND REFUNDS

- 5.1 The Event Organiser may add, withdraw, substitute, or vary advertised programs, performance times, venue, display arrangements or participant capacity. Tickets will not be exchanged or refunded as a result of these changes, except as required by law (including the Australian Consumer Law).
- 5.2 Refunds are not available due to a change in your personal circumstances or external factors such as inclement weather.
- 5.3 If the Event is cancelled, rescheduled or substantially relocated, you may apply in writing within 1 week of the cancellation, rescheduling or relocation for a refund and the Event Organiser may approve or deny your refund application in its absolute discretion.
- 5.4 If the Event is cancelled, you will be notified via email and/or text message and it is your responsibility to ensure the contact information you provided to the Event Organiser is up to date.
- 5.5 The Event Organiser will use reasonable endeavours to ensure any refunds that are payable are processed promptly.
- 5.6 Refund applications will not be considered if you have breached these Terms and Conditions.
- 5.7 If you wish to transfer or resell your Ticket, you must do so via the Events ticketing platform in accordance with the instructions provided on that platform and any other instructions provided by the Event Organiser. The Event Organiser may accept or refuse transfer requests in its absolute discretion. All fees associated with the transfer or resale of tickets will be borne by the original purchaser.

6. DECISIONS BINDING

- 6.1 All decisions made by the Organiser are final and no correspondence will be entered into in relation to such decisions.

7. DISPUTE RESOLUTION

- 7.1 If a dispute or difference arises between you and the Event Organiser out of or in connection with these Terms and Conditions or your attendance at the Event, either party may give the other a written notice specifying the assertion of fact giving rise to the entitlement, the legal basis and cause of action in the relief sought.
- 7.2 If the dispute or difference has not been settled within five (5) Business Days each party shall use its best endeavours to ensure that a meeting between the parties is conducted within a further five (5) Business Days. Despite the existence of any dispute or difference the parties shall continue to perform their obligations under the Terms and Conditions.

8. CAR ENTRANT MANUAL

- 8.1 A Car Entrant Manual will be sent out to all Entrants one month prior to the Event with detailed information pertaining to the Event.
- 8.2 You must familiarise yourself with all aspects of the Car Entrant Manual and associated documents and agree to comply with such documents at all times.

9. ELIGIBILITY

- 9.1 If you wish to participate in the Early Bird Show 'N' Shine, Show 'N' Shine or Car Run/s, you must pre-purchase a ticket online via the Event ticketing platform. Non-ticketed Vehicles will not be permitted into the Event zones.
- 9.2 To be eligible to participate in the Early Bird Show 'N' Shine, Show 'N' Shine Exhibit or Car Run/s, a Vehicle must:
- (a) For Early Bird Show 'N' Shine and Show 'N' Shine events only (excluding Car Run/s): be manufactured in 1979 or earlier (this is identified by the vehicle build date as detailed on the vehicle manufacturer's build plate not the vehicle compliance date – ADR Compliance Plate);
 - (b) be driven by a person holding a valid Australian Driver's license;
 - (c) be lawfully registered and have license registration plates fitted or otherwise have an appropriate permit by Queensland Transport; and
 - (d) be insured in accordance with clause 122.

10. VEHICLES

- 10.1 Vehicles are not permitted in the Event Precinct without relevant Car Entrant accreditation or the prior consent of the Organiser.
- 10.2 The Organiser will only grant consent for Vehicle access to Car Entrant ticket holders.
- 10.3 If you are granted consent to operate a Vehicle in the Event Precinct you must:
- (a) ensure that any person who operates the Vehicle has a valid licence to do so;
 - (b) operate the Vehicle in a safe manner in compliance with all traffic rules and speed limits; and
 - (c) not park your Vehicle in the incorrect zone or allocated spaces, driveways, parking lot aisles, fire lanes, designated loading areas, accessible car parks (except with a valid permit) or on footpaths.
- 10.4 Any Vehicle left unattended in the Event Precinct or parked in contravention of requirements set out in these Terms and Conditions may be towed by the Organiser without notice to you.
- 10.5 No offensive writing or images are to be visible on any Vehicle participating in the Event.

- 10.6 When entering or exiting the Event Precinct, you must adhere to the car entry and exit guidelines as outlined on the Event website and in the Car Entrant Manual, maintain a safe speed limit of 10km/hr and turn on hazard lights.
- 10.7 You may leave your Vehicle overnight in your allocated car space within your allocated zone however, you do so at your own risk and the Organiser does not take any responsibility for Vehicles left overnight within the Event precinct.
- 10.8 Strictly no Vehicles are to depart their car space or zone prior to the specified daily exit times as detailed in the Car Entrant Manual.
- 10.9 Only the nominated entrant that has read the Terms and Conditions at the time of purchasing the ticket is eligible to participate. It is the responsibility of entrants that have arranged their ticket via their car club to obtain a copy of these Terms and Conditions via the festival website or their club secretary prior to the club purchasing the ticket/s on their behalf.
- 10.10 If you can no longer bring your Vehicle to site due to illness or unforeseen circumstances, you may nominate a new Vehicle driver to bring the Vehicle on your behalf and you must notify the Organiser as soon as practicably able and send through updated driver details prior to the new driver arriving to site.
- 10.11 If you can no longer bring the approved Vehicle to the Event due to a Vehicle fault e.g., breakdown or damage to exterior of Vehicle, you may bring a replacement Vehicle and must send through updated Vehicle information prior to the replacement vehicle arriving to site, e.g., updated registration information.
- 10.12 The Organiser may alter entry, exit or Event operating times due to inclement weather, safety concerns or unforeseen circumstances.
- 10.13 The terms of clause 9 apply to any Vehicles brought into the Event Precinct as part of the Early Bird Show 'N' Shine, Show 'N' Shine or Car Run Events.
- 10.14 If you bring a Vehicle into the Event Precinct you do so at your own risk and the Organiser is not liable for any damage to or theft of that vehicle or its contents.
- 10.15 Entrants must always abide by the lawful direction of the Organiser, Emergency Services including Queensland Police Service, Queensland Ambulance Service, Queensland Fire and Emergency Services, Event Security Personnel and Traffic Control staff.

11. SECURITY

- 11.1 The Organiser will provide roaming security during the Event, but you occupy your Vehicle space and participate in the Event at your own risk.
- 11.2 You are fully responsible for the safekeeping of your Vehicle and for any damage to or loss of that Vehicle.
- 11.3 You must comply with any reasonable request of the Organiser in relation to health and safety.
- 11.4 Your Vehicle must not block any thoroughfare, including any stairs, steps, aisle, passage, entry or exits.

12. INSURANCE

- 12.1 You warrant that you will hold and maintain for the duration of the Event (for each Vehicle you bring into the Event Precinct in connection with your involvement in the Event) the following insurance and documentation to cover obligations under these Terms and Conditions, unless an alternate arrangement is approved by the Organiser in writing:
 - (a) Comprehensive motor Vehicle insurance;
 - (b) Compulsory Third Party (CTP) insurance;
 - (c) Current registration certificate: or a temporary permit to move an unregistered Vehicle;
 - (d) Relevant driver's licence required for type of Vehicle being driven.
- 12.2 You must immediately notify the Organiser of any occurrence, accident or incident related to the Event giving rise or likely to give rise to a claim under any of its insurance policies.
- 12.3 You must advise of any changes to insurance or Vehicle conditions prior to Event.

13. RISK AND LIABILITY

- 13.1 You exhibit your vehicle at your own risk and release, to the full extent permitted by law, the Organiser and its personnel from any and all claims arising from any accident, loss, damage, injury or death to any persons or property in or about the Site and the Event Precinct.
- 13.2 You are responsible for and indemnify the Organiser and its personnel against any claims, including claims arising from accident, loss, damage, injury or death to any persons (including yourself) or property, made against any of them or for which any of them may become liable in respect of or arising from or in connection with any act or omission of yours and the amount of all such claims may be deducted from any monies due or becoming due to you by the Organiser.
- 13.3 You must pay for or reimburse the Organiser for any costs incurred by the Organiser to repair any damage or recover any losses caused or contributed to by the use or misuse of your Vehicle in the Event Precinct.

14. BREACH AND TERMINATION

- 14.1 The Organiser may cancel your booking if you breach these Terms and Conditions including if you:
- (a) fail to hold current and relevant insurance policies, and documentation as required by the Organiser;
 - (b) neglect, fail, or omit to carry out any instruction as directed by the Organiser and its agents;
- 14.2 The Organiser may terminate the whole or part of the services at any time by written notice to you.
- 14.3 The Organiser will not be liable to you for any loss of profit, revenue, good will or business opportunities, damaged reputation or for any direct or indirect or consequential loss for any other reason in relation to any cancellation under this clause 14.

15. GENERAL

- 15.1 A party will not be liable for any delay in performing, or failure to perform, its obligations under this Agreement if such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from Force Majeure and that party has used all reasonable endeavours to minimise the Force Majeure impact on its ability to so perform.
- 15.2 Except as otherwise set out in this Agreement, the Organiser may give or withhold an approval or consent to be given under these Terms and Conditions in its absolute discretion and subject to any conditions determined by it and is not obliged to give its reasons for giving or withholding consent.
- 15.3 These Terms and Conditions are governed by the Laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 15.4 If a clause or part of a clause of these Terms and Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions are not affected and continue as if that part was intended to be removed from these Terms and Conditions.