



Cooly Rocks On Ticket Terms and Conditions

1. Introduction

- 1.1. This document outlines the Terms and Conditions of tickets as part of the Cooly Rocks On Event.
- 1.2. By purchasing a ticket you agree to the Terms and Conditions as outlined in this document.
- 1.3. The commencement of these Terms and Conditions is the date the participant purchases a ticket.

2. Definitions

- 2.1. For the purpose of these Terms and Conditions, the following definitions are used:
 - 2.1.1. 'Terms and Conditions' means this document, and the terms outlined.
 - 2.1.2. 'Business Days' means any day other than Saturday, Sunday or public holiday in Queensland.
 - 2.1.3. 'Event Organiser' means Major Events Gold Coast (MEGC), ACN 633 448 094.
 - 2.1.4. 'Purchaser' means the person purchasing a ticket.
 - 2.1.5. 'Parties' mean both the Event Organiser and the Purchaser.
 - 2.1.6. 'Event' means the annual Cooly Rocks On (CRO) Festival hosted in Coolangatta, Gold Coast.
 - 2.1.7. 'Event Dates' mean the 8-12 June 2022.
 - 2.1.8. 'Event Fee' means the full ticket price including booking fee and all local taxes.
 - 2.1.9. '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.
 - 2.1.10. 'Venue' means the Elvis marquee
 - 2.1.11. 'Event Staff' are staff employed by MEGC, their agents, and contractors.

3. COVID-19

- 3.1. The Purchaser acknowledges that the event will adhere to the restrictions outlined by Queensland Health **at the time of the event**, which may require them to show their vaccination status to Organisers. Failure to comply with the Organiser and the current restrictions set out by Queensland Health may result in the Purchaser being denied entry to the venue forfeiting their ticket.
- 3.2. The Venue (Elvis marquee) will be managed as a venue and adhere to the restrictions outlined to venues by Queensland Health **at the time of the event**.
- 3.3. The Purchaser acknowledges that any data recorded will be kept as per Government regulations for a minimum of five (5) years.

4. Privacy and Publicity

- 4.1. The Purchaser acknowledges that any personal information received via the registration process will be entered into an Event database owned by MEGC and may be used for publicity, promotional or given to Queensland Health for contact tracing purposes.
- 4.2. The Organisers and its key stakeholders, partners and / or sponsors may use the Purchasers contact details or image for future promotional, marketing and publicity purposes in any media worldwide without notice, and without any fee being paid unless otherwise agreed between the Purchaser and Organiser prior to the event.
- 4.3. Purchasers who do not want their information or image shared, must make the request in writing to the Organiser. Any request to update, modify or delete the Purchasers details will be facilitated in a timely manner.

5. Fees and Payments

- 5.1. The Purchaser will pay the Event Fee in its entirety upon purchase of the ticket.
- 5.2. All prices are quoted in Australian dollars and include all fees and local taxes including GST.

6. Cancellations, Transfers and Refunds

- 6.1. If the Purchaser can no longer attend the Event due to unforeseen circumstances, the Purchaser must notify the Organiser in writing as soon as practicably able.
- 6.2. If cancellation occurs less than two (2) weeks prior to the Event, the Purchaser is not eligible for a refund of the Event Fee.
- 6.3. However, if cancellation occurs less than two (2) weeks prior to the Event and the Purchaser can no longer attend the Event due to one (1) or more of the following reasons, refunds may be considered:

- 6.3.1. Purchaser is experiencing COVID-19 symptoms. Symptoms include fever, coughing, sore throat and/or shortness of breath.
- 6.3.2. Purchaser has tested positive to COVID-19.
- 6.3.3. Purchaser cannot physically attend the Event due to COVID-19 border closures and/or restrictions (excluding the vaccination restriction as referenced Item 3 – Covid-19).
- 6.4. If Cancellation is COVID-19 related, proof of testing or a Doctor's Certificate may be required from the Purchaser.
- 6.5. If inclement weather or a force majeure occur during the Event, the Organiser reserves the right to cancel the Event, with no financial penalty.
 - 6.5.1. If cancellation occurs, the Purchaser must follow directions from the Organiser.
- 6.6. If cancellation of the Event occurs due to inclement weather or force majeure prior to the scheduled Event Date, the Purchaser may be eligible for a refund and is at the discretion of the Organiser.
- 6.7. If cancellation of the Event occurs due to inclement weather or force majeure, the Purchaser will be notified via text message, therefore must ensure all contact information is up to date.
- 6.8. Refunds will be processed no later than four (4) weeks after the conclusion of the Event.

7. Decisions Binding

- 7.1. All decisions made by the Organiser are final and not subject to negotiation once decision has been made.
- 7.2. The Terms and Conditions will be binding for the lead up and duration of the Event, unless deemed inappropriate by the Organiser.

8. Dispute Resolution

- 8.1. If a dispute or difference arises between the Organiser and the Purchaser out of or in connection with these Terms and Conditions, 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.
- 8.2. 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 required under this clause is undertaken 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.

9. Governing Law and Jurisdiction

- 9.1. The laws of Queensland govern these Terms and Conditions. The parties submit to the non-exclusive jurisdiction of the Courts of Queensland and the Federal Court of Australia.