



Cooly Rocks On 2024 Ticket Terms and Conditions

1. INTRODUCTION

- 1.1 This document outlines the Terms and Conditions that apply to any Tickets (excluding those associated with Car Entrants) issued as part of the Event.
- 1.2 By purchasing a Ticket you agree to comply with and be bound by these Terms and Conditions.
- 1.3 You will be bound by these Terms and Conditions from the date you purchase a Ticket.

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 Pty Ltd (EGC), ACN 633 448 094.
- 2.4 'Purchaser' means the person purchasing a Ticket.
- 2.5 'Parties' mean both the Event Organiser and the Purchaser.
- 2.6 'Event' means the annual Cooly Rocks On (CRO) Festival hosted in Coolangatta, Gold Coast.
- 2.7 'Event Dates' mean the 5 – 9 June 2024.
- 2.8 '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.
- 2.9 'Ticket' means a ticket to any ticketed session/s forming part of the Event.
- 2.10 'Ticket Price' means the full ticket price including booking fee and all local taxes.
- 2.11 'Venue' means the identified locations as outlined in the Event Program.

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 Event 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 a request in writing to the Event Organiser.



4. FEES AND PAYMENTS

- 4.1 You must pay the Ticket Price in its entirety upon purchase of a Ticket.
- 4.2 All prices are quoted in Australian dollars and include all fees and local taxes including GST.

5. CANCELLATIONS, TRANSFERS AND REFUNDS

- 5.1 The Event Organiser may add, withdraw or substitute artists (including the headline act/s) or vary advertised programs, performance times, venue, seating arrangements or audience 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 The Event Organiser will use reasonable endeavours to ensure any refunds that are payable are processed promptly.
- 5.7 Refund applications will not be considered if you have breached these Terms and Conditions.
- 5.8 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. CONDITIONS OF ENTRY

- 8.1 By attending an event, you agree to comply with and be bound by the Event Organiser's conditions of entry (and any third-party Venue provider conditions of entry where applicable).
- 8.2 You may be refused entry or required to leave the Event Precinct and/or a Venue if you do not comply with the conditions of entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).



- 8.3 Access to some ticketed sessions or Venues may be subject to age restrictions. It is your responsibility to check the [Event Website](#) for confirmation of any age restrictions and requirements.
- 8.4 If a Venue or a ticketed session is classified as 18+ only, you must present a legal form of photo ID before you will be permitted to enter. Acceptable ID includes a current Australian driver's license (international driver's licenses won't be accepted), State approved 'Proof Of Age' card or a valid Passport.

9. GENERAL

- 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.
- 9.2 To the extent permitted by the law, you agree to release and hold harmless the Event Organiser and its personnel from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) (Losses) incurred or suffered by you and which arise out of, are caused by, are attributable to or result from your attendance at the Event except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of the Event Organiser or its personnel.
- 9.3 Should any provision of these terms and conditions be held to be unenforceable, such provision will be deemed severed from these terms and conditions without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.