

WILDLANDS TERMS AND CONDITIONS – ADELAIDE EVENT

The terms and conditions set out below (**Terms and Conditions**) constitute a binding contract between Wildlands Music Festival Pty Ltd (ACN 634 460 236) of 801 Glenferrie Road, Hawthorn VIC 3122 (together the **Promoter**) and the person holding or using a ticket to the event Wildlands (**Event**) at Ellis Park, Adelaide, South Australia 5000 (**Venue**) irrespective of whether the ticket was purchased by the person holding or using the ticket and applies to any subsequent holders or recipients of the ticket (**you or your**).

Terms and Conditions are binding

Tickets to the Event including VIP, VVIP and Fast Pass tickets (**Event Tickets**) are sold or given and admission to the Event is granted on the express condition that you agree to be bound by these Terms and Conditions, the Privacy Policy available on www.wildlandsfestival.com.au/terms-conditions (**Privacy Policy**) and any other rules and regulations issued by the Promoter available on www.wildlandsfestival.com.au applicable to the Event, displayed at the Event, communicated by the Promoter from time to time in any other format in connection with the Event, the terms and conditions of any ticket merchant through which tickets to the Event are sold or distributed and any terms and conditions imposed by the Venue (**Event Terms**).

Event Site & VIP Areas

You must have a valid Event Ticket to enter the area designated by the Promoter as the site for the Event (**Event Site**) and you must have a valid Event Ticket with VIP area access to access the area or areas designated by the Promoter as the VIP area, VVIP area or any other areas, if any (**VIP Areas**).

Compliance with Laws and Directions

You must follow all reasonable directions of the Promoter and any of its employees, personnel, agents, contractors and sub-contractors (**Event Staff**), including but not limited to security, bar and traffic management personnel and directions conveyed on signage at the Event Site, and comply with all applicable laws (including regulations) at all times during the Event (including but not limited to liquor licensing, smoking laws and regulations and complying with total fire ban requirements).

The Promoter may authorise or instruct, in its absolute discretion, Event Staff to carry out or perform any of the obligations or functions of the Promoter in connection with the Event.

In the case of an emergency or serious injury, you must follow all official directions of or authorised by the Promoter, security staff and emergency services personnel.

Refusal of entry or eviction from Event

You must be aged 16 years or over, at the time of the Event, to attend the Event. You must provide current photographic identification documents being either an Australian driver's licence, an adult proof of age card (e.g. Australia Post Keypass identity card) or an Australian or foreign passport to the satisfaction of the Promoter and/or Event Staff to verify that you are aged 16 years or over and may be required to provide photographic identification documents at various times during the Event.

The Promoter reserves the right to, and to authorise or instruct Event Staff to, refuse entry or evict any person from the Event Site that: fails to comply with the Event Terms; is under the age of 18; is unable to provide valid and current photographic identification that is sufficient, in the Promoter's absolute discretion, to prove that the person is aged 16 or over; engages in any illegal activity or behaviour or any activity or behaviour deemed in the Promoter's absolute discretion to be unsafe, disorderly or antisocial, including, but not limited to being intoxicated or affected by alcohol or drugs; crowd surfing, moshing or stage diving; entering non-public or designated no access areas of the Event Site or areas of the Event Site to which your Event Ticket does not permit access; climbing the staging, rigging or other structures at

the Event Site; causing damage to property or goods at the Event Site; or acting in a violent, threatening, inappropriate, abusive, aggressive, sexist, racist or discriminatory manner or for any other reason in the Promoter's absolute discretion.

Event Tickets

Entry to the Event Site will be granted upon presentation of a bar-coded Event Ticket. Your Event Ticket must be presented upon arriving at the Event Site where it will be exchanged for a wristband. The wristband must be worn at all times while you are at the Event Site.

Event Tickets and wristbands must be treated like cash. Event Tickets or wristbands that are lost, stolen, destroyed or damaged will not be refunded or replaced, except as required by law or where the Event Terms provide otherwise. Wristbands that have been removed, tampered with, damaged or defaced will be rendered invalid and will not be replaced. Any person found without a wristband may be evicted from the Event Site by the Promoter or Event Staff.

You are responsible for checking all Event information and ensuring you have purchased the correct Event Ticket for the Event.

Event Tickets will have your name printed on them or will be otherwise registered to your name. Upon entry to the Event Site, Event Staff will check to ensure the name on your photographic identification documents matches the name on, or registered to, your Event Ticket. If the name on, or registered to, your Event Ticket does not match the name on your photographic identification documents, your Event Ticket will be invalid and you will be refused entry to the Event. The name on your Event Ticket, or the name to which your Event Ticket is registered, may be changed by contacting the Promoter's ticket resale merchant Tixel via <https://tixel.com/au/> subject to payment by you of any applicable fees charged by the ticket resale merchant.

Any complimentary Event Tickets provided by the Promoter may not, without the prior written consent of the Promoter, be sold, transferred or used by anyone other than the person whose name is on the Event Ticket or to which the Event Ticket is registered.

Ticket Restrictions

Event Tickets may only be resold by you via Tixel.

Event Tickets may not otherwise, without the prior written consent of Promoter, be re-sold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If an Event Ticket is sold or offered for re-sale or used in breach of this condition, the Event Ticket may be cancelled without a refund and the holder of the Event Ticket may be refused admission to or evicted from the Event.

The Promoter reserves the right to enforce any published limit on the number of Event Tickets that can be purchased by any one person and may cancel any Event Tickets obtained above such limit by any one person.

Search on entry to Event Site

It is a condition of entry to the Event Site that a search of you and/or your possessions be conducted at the time of entry to the Event Site and at other times if requested by the Promoter or Event Staff. This may include, but is not limited to, bag checks, vehicle searches, pat downs, metal detector tests and drug detection tests. If you do not consent to such searches, you may be denied entry to the Event Site, or evicted from the Event Site.

VIP, VVIP and Fast Past Event Tickets

This section applies to you if you have purchased any of the following Event Tickets:

- VIP
- VVIP
- Fast Past

(collectively, **Additional Packages**)

The Promoter will use the telephone number or email address you provided when you purchased the Event Ticket to communicate any information in connection to the Additional Packages (**Additional Packages Information**). You must comply with all Additional Packages Information and Additional Packages Information form part of these Event Terms once received by you.

The Promoter may vary, amend or change the Additional Packages or any goods, services or other benefits included in the Additional Packages at any time in its sole discretion, but the Promoter shall use reasonable commercial endeavours to ensure that where any variation, amendment or change is made, the Additional Packages remain of overall equivalent value.

Any beverage, food or vouchers included in any Additional Package may only be redeemed at the Venue or Event Site during the Event unless otherwise specified in writing by the Promoter.

Prohibited Items

The Promoter and Event Staff may confiscate any Prohibited Items or any other items which the Promoter, in its absolute discretion, considers may be used in an illegal, unsafe, antisocial or offensive manner. The Promoter is not responsible for any items that are left unattended or otherwise confiscated. Confiscated items will not be returned, replaced or reimbursed and proceeds from confiscated items (if any) will be donated to a charity or charities of the Promoter's choice.

The following items are prohibited and must not be brought into the Event Site (**Prohibited Items**):

- Glass of any kind (including bottles and jars)
- Alcohol
- Food
- Illegal or illicit substances
- Weapons of any sort including tasers and pepper spray
- Items capable of being used as a projectile
- Baseball bats and cricket bats or any similar item or equipment
- Animals (excluding service dogs such as guide dogs and police/emergency service dogs)
- Flares, fireworks, sparklers or fire twirling equipment
- Water pistols
- Drums
- Drones
- BBQs, gas bottles and butane cannisters or cylinders
- Fires and open flames of any kind
- Aerosols
- Flammable items
- Explosives
- Umbrellas and sun shades
- Tents
- Eskies and coolers
- Portable laser pens/equipment
- Camping and deck chairs

- Beanbags
- Studded clothing, footwear or accessories
- Audio or video recording devices (other than a mobile phone)
- Professional photography equipment (e.g. telephoto lenses; any lens over 20cm; any detachable lens or anything deemed by the Promoter to be professional photography equipment), unless you hold a valid media accreditation issued by the Promoter
- Skateboards, scooters, rollerblades, roller-skates, bicycles, motorised vehicles or similar (excluding wheelchairs and mobility devices)
- Any other dangerous, unsafe, illegal or offensive items

Smoking Policy

Areas at the Event Site may be designated as non-smoking areas and you must comply with any such designation. No smoking is permitted in any enclosed area of the Event Site, or anywhere on the Event Site other than a designated smoking area. Smoking includes but is not limited to smoking or use of cigarettes, electronic cigarettes and vaporisers.

Photographing and/or recording of the Event

Personal digital cameras are permitted at the Event. Single-lens reflex (SLR) and digital single-lens reflex (DSLR) cameras are permitted at the Event Site, but professional photography equipment (including, but not limited to telephoto lenses, any lens over 20cm or any detachable lens) is not permitted at the Event without media accreditation issued by the Promoter. The Promoter shall determine in its absolute discretion, whether photography equipment is considered to be professional photography equipment. Photos of artists, musicians and/or the Event are permitted only on the basis that:

1. images are only used for private and personal use; and
2. images cannot be made available for sale and/or public display.

Recording or filming the Event with professional photographer equipment, SLR and DSLR without a valid media accreditation issued by the Promoter, is strictly prohibited. The Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photographs created by unauthorised or prohibited recording, filming or photography.

You agree that the Promoter and/or any person authorised by it may issue take down notices and cease and desist notices in relation to any unauthorised content taken or recorded during the Event.

Recording and Photographing of the Event by Promoter

You consent to be included in any audio recordings, audio-visual recordings and photographs of the Event created by, at the direction of, or with the authority of the Promoter (**Materials**). In the event that you hold any rights in the Materials, without any fee or compensation payable to you, you irrevocably assign to the Promoter any and all benefit, right, title and interest in and to the Materials owned, controlled or created by you for the Promoter to hold and exploit in any context in any and all media now known or later devised absolutely, in perpetuity, throughout the world (including for advertising, marketing and promotional purposes whether in respect of the Promoter or third parties), free from any claims whatsoever from you. You waive all moral or other similar rights in respect of your performance or participation in the Materials that you may be entitled to under the laws of any jurisdiction throughout the world in perpetuity. To the extent that the foregoing waiver is not enforceable in any such jurisdiction, you unconditionally and irrevocably consent, for the benefit of everyone throughout the world, to the Promoter, its licensees and assignees doing or authorising the doing of any act or making or authorising the making of any omission which may infringe your moral rights in respect of the Materials.

Restricted Capacity Areas

You acknowledge that the Promoter may set restrictions on the number of people that can attend certain areas of the Event Site, such as within buildings or structures, within enclosed areas or at stages (**Restricted Capacity Areas**). Once the maximum capacity, as determined by the Promoter, at any Restricted Capacity Area has been reached, the Promoter or Event Staff may prevent further admissions to the Restricted Capacity Areas. Your purchase of an Event Ticket does not guarantee admission to Restricted Capacity Areas where the maximum capacity has been reached.

Alcohol

The Event is fully licensed. You must not bring alcohol into the Event Site. Only alcohol purchased from bars at the Event may be consumed at the Event Site. You must be aged 18 years or over to purchase and/or consume alcohol on the Event Site and you must provide current photographic identification documents, being either an Australian driver's licence, an adult proof of age card (e.g. Australia Post Keypass identity card) or an Australian or foreign passport to the satisfaction of the Promoter or Event Staff to verify that you are aged 18 years or over in order to purchase alcohol. If you are found supplying or buying alcohol for any person under 18 years of age you will be evicted from the Event Site and the Promoter may report your conduct to the police.

Food and Drinks

Food and drinks must not be brought into the Event Site. The contents of any unsealed bottles will not be permitted into the Event Site, but unsealed empty plastic bottles (no glass) are permitted into the Event Site for filling with water at the Event Site. In the event that you require any specific foods or drinks for medical reasons, please contact the Promoter at hello@wildlandsfestival.com.au for consent to bring such specific food or drinks into the Event Site. The Promoter may provide or refuse consent in its discretion, and, in the event consent is provided, may be subject to certain conditions.

Drugs and illegal substances

If you are found supplying, consuming or in possession of illicit drugs or illegal substances by the Promoter or Event Staff, you shall be evicted from the Event Site and the Promoter may notify the Police.

Special Prescription Medication Requirements

If you require special prescription medication (**Prescription Medication**), you must ensure that:

- the Prescription Medication is in its original container, with the pharmacy label intact and clearly showing name of the person the Prescription Medication is issued to (**Medication Holder**);
- the name of the Medication Holder must match the name on your Event Ticket, and you agree to provide the relevant Valid Photo ID when requested by the Event Staff; and
- the quantity of the Prescription Medication is the minimum amount required for the duration of the Event.

You acknowledge and agree that if you are unable to comply with the above requirements of this section, then the Promoter may treat the Prescription Medication as a Prohibited Item and/or evict you from the Event Site.

Signage

You are not permitted to display any trading signs at the Event Site without prior written consent of Promoter.

Clothing, footwear and ear plugs

Appropriate clothing and footwear must be worn at all times at the Event Site. Due to the noise levels at the Event Site, you should wear ear plugs at all appropriate times during the Event.

Movement and Accessibility around the Event Site

You must take reasonable care when moving around, or traversing, the Event Site. You must move (whether on foot or in a vehicle) in an orderly fashion, in accordance with the directions of the Promoter and Event Staff, and you must not do anything that may hinder, or prevent, the safe passage of other patrons or Event Staff at the Event Site or the surrounding areas (including entering and exiting the Event Site). Where maps of the Event Site are made available by the Promoter, you should familiarise yourself with the layout of the Event Site, including the location of any emergency exits, to assist with moving around the Event Site safely in the event of an emergency.

The Promoter will endeavour to make the Event Site accessible for those using wheelchairs, mobility scooters or with a disability; however, you acknowledge that the Venue has pre-existing natural terrain and pre-existing structures and facilities, and in some cases it may be impossible, impractical, unsafe or contrary to building laws or regulations to make all areas of the Event Site accessible for all patrons. The Promoter uses best commercial endeavours to provide information regarding special effects and lighting (including but not limited to strobing, haze and sound effects). By purchasing an Event Ticket, you acknowledge and understand that some public areas of the Venue may not be accessible by all patrons or that some performance will not be suitable for you.

Injury or illness

In the event of injury or illness the Promoter or Event Staff may, at your expense, arrange medical treatment and/or emergency evacuation as deemed necessary or desirable (in the opinion of the Promoter or Event Staff) for your health or safety or for the health and safety of other persons at the Event.

Environment and facilities

Please be respectful of the environment and place any litter in the recycle or other bins provided around the Event Site. When you need to use the toilet, you must only use the public toilet facilities provided at the Event Site. You must not damage, improperly use or tamper with any public facility or infrastructure at the Event Site, or intentionally or recklessly cause any damage or interference to plants or animals at the Event Site or in the area surrounding the Event Site.

Your belongings

You enter the Event Site at your own risk and shall be responsible for the safety and security of all your belongings brought into the Event Site. The Promoter accepts no responsibility for any loss, damage or theft of or to your possessions or property at the Event

Event Site access

There shall be no entry into the Event Site prior to 12:00pm local time at the Event Site on 7 January 2024 and the Event Site must be vacated by 1:00am local time at the Event Site on 8 January 2024.

Weather conditions

The Event is an all weather event and will take place rain, hail or shine (unless the Promoter determines otherwise in its absolute discretion). You should be prepared for all weather conditions. The geographical area in which the Event is situated may be subject to extremes of temperatures.

Swimming Not Permitted

In the event that there are any rivers, lakes, streams, water courses, dams, pools or any other bodies of water at or around the Event Site, swimming is not permitted.

Leaving the Event Site

At the conclusion of the Event, you must remove all of your belongings, rubbish, recycling and vehicles. The Promoter will not be responsible for any of your property left at the Event Site and the Promoter may discard, sell or donate to charity any property left at the Event Site following the conclusion of the Event.

Refund and Cancellation Policy

The Promoter reserves the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, the date, the entry and exit times, the amenities, the facilities, the attractions, the entertainment, the Event Site and/or the VIP Areas for the Event at its discretion without prior notification.

The Promoter may deny admission to the Event Site and/or VIP Areas (including admission to a particular performance at the Event Site) in accordance with the Event Terms or otherwise in its absolute discretion.

Except where required by law or in accordance with Live Performance Australia's Ticketing Code Of Practice, there will be no refund of any Event Tickets or for any unused portion of an Event Ticket. This includes but is not limited to where there has been a variation to the Event, if you are refused entry to or evicted from the Event Site or VIP Areas by the Promoter or Event Staff in accordance with the Event Terms, if you fail to attend the Event, if you arrive after the commencement of the Event, if you leave the Event Site prior to the conclusion of the Event, or if you purchase the incorrect type of Event Ticket.

If the Event is cancelled (in whole or in part) by the Promoter as a result of any act of God; extreme weather; bushfires; war; council or governmental rulings or decisions; actions or decisions of the police or other authorities; cancellation by the Venue owner, lessee or controller; or for any reason outside of the Promoter's reasonable control, refunds shall be in the Promoter's sole and absolute discretion.

Release

To the full extent permitted by law, you waive all legal rights of action against and fully release the Promoter; Event Staff; the owners, lessees and controllers of the Venue and Event Site; and the respective members, directors, officers, employees, volunteers, contractors or agents of the aforementioned (**Released Parties**) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss suffered or incurred howsoever arising out of or in connection with (whether directly or indirectly) the Event, your attendance at or participation in the Event, including, but not limited to, liability for any negligent or tortious act or omission of the Released Parties, under any laws or regulations or for a breach of the Event Terms.

Indemnity

You agree to indemnify the Released Parties against any loss or damage any of them may suffer as a result of your wilful, negligent or reckless acts or omissions at the Event or as a result of your breach of the Event Terms.

Promoter's Liability

To the extent permitted by law (including the Australian Consumer Law), the Released Parties will not be liable or responsible for any loss, damage, injury, delays, additional expenses or inconvenience suffered or incurred by you or any person in or entering or exiting the Event Site, participating in the Event or otherwise in connection with the Event whether caused by the negligence of Promoter or any of the Released Parties and whether arising in tort, contract, bailment or otherwise. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of the Released Parties is limited to the minimum permitted by law.

Voluntary Assumption of Risk

Entry to the Event Site is at your own risk. You understand that your attendance at the Event may carry with it certain dangers, including the risk of injury and damage to you and your property. By attending the

Event and entering the Event Site, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Event.

Your Personal Information

Your personal information will be collected and handled in accordance with the Privacy Policy.

Variations to Event Terms

These Terms and Conditions and/or any of the Event Terms may varied at any time. Any variations become effective immediately once the variation is published, displayed or otherwise communicated.

Novation or Assignment

The Promoter may novate or assign its rights and/or obligations under these Terms and Conditions. Where the assignee or novatee assumes the rights and/or obligations of the Promoter under these Terms and Conditions, the Promoter shall be released from all such rights or obligations.

Severability

If any provision or part of a provision of these Terms and Conditions is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

Governing law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria and the parties irrevocably and unconditionally submit to the jurisdiction of the courts there.