Eumundi Writers Festival Terms and Conditions

The sale of tickets for all Events and attendance at an Event at the Eumundi Writers Festival are subject to these Terms and Conditions of Sale and any additional terms and conditions notified at the time of ticket sale. Such terms apply to both the original purchaser / ticketholder and any subsequent ticketholder, and you agree to those terms by acquiring an Event ticket and/or seeking to attend an Event. By purchasing a ticket on behalf of someone else, you undertake to inform them of those terms. These Terms and Conditions of Sale also apply to tickets issued by other authorised ticket sellers (if any). If an Event is presented by another company or held at another person's venue, tickets and attendance may also be subject to the other presenter/venue's terms and conditions.

As tickets will; be sold through Humanitix, please also see Humanitix's own Terms and Conditions and Privacy policies.

Definitions:

The Festival, 'Festival' 'we', 'our' and 'us' all mean Eumundi Writers Festival.

'Event' means a show or performance arranged or presented by us or for which we sell tickets.

'You' means the person seeking to purchase or acquire a ticket to an Event, the person holding a ticket to an Event and the person seeking to attend an Event.

'LPA Code' means the Live Performance Australia Ticketing Code of Practice (Consumer Code and Industry Code) in effect at the time of ticket sale. We have chosen Humanitix as the ticket seller as we believe they meet the LPA Code by law.

'Authorised ticket seller' means us or a person authorised by us to supply tickets to an Event.

1. The terms and condition of sale and purchase outlined here apply to both the original purchaser/ticketholder and any subsequent ticketholder, and the sale and purchase are based on your agreement to those terms. When purchasing a ticket on behalf of someone else, you undertake to inform them of these terms.
2. Tickets and attendance may also be subject to the other presenter/venue's terms and conditions. These Terms and Conditions of Sale also apply to tickets issued for an Event that is presented by another company or held at another person's venue. Prices on our website all refer to Australian dollars.
3. Eumundi Writers Festival (as a project of the Eumundi Residents Association) is the only authorised ticket sellers for Events. We strongly recommend you only purchase tickets from us.
4. If at the time of the Event, either you or any other attendees of your group are feeling unwell or has symptoms of illness, you agree not to attend the Event.
5. Umbrellas, prams, backpacks, larger bags and other items that may be hazardous or restrict the movement of visitors may not be permitted into the venue or may be required to be cloaked, depending on the nature of the Event.
6. You are responsible for your personal possessions such as bags, mobile phones and other items you carry with you. It is your responsibility to collect any cloaked items after the Event. We do not accept Liability for any loss or damage to property with this service. Any items stored are at the sole risk of the owner of the property or the user of the cloakroom service.

7. You must hold a valid ticket to attend an Event. We may refuse admission or remove any ticketholder from the venue in accordance with the LPA Code, including (but not limited to) where:

    - you cannot produce a valid ticket for the Event;
    - you produce a ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions of Sale or any additional terms and conditions notified at the time of ticket sale;
    - you cannot produce proof of your concession entitlement where a concession ticket has been purchased;
    - you have in your possession and/or refuse to surrender any prohibited object to event or venue staff;
    - you refuse to be subject to a visual search of your possessions;
    - you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of participants, authors, other consumers or any other persons, including as a result of intoxication;
    - you behave in a manner that unreasonably interferes with other consumers' enjoyment of the Event;
    - you otherwise breach these Terms and Conditions of Sale or any additional terms and conditions notified at the time of ticket sale, or fail to follow the reasonable directions of the venue manager's staff;
    - you refuse to remain in the area or seat designated on your Ticket;
    - you or any attendee in your group refuses to comply with venue safety requirements.
    - Latecomers will not be given access to the Event venue unless there is a suitable/convenient break in the Event. Seating may be relocated as a result of late entry.

8. The Festival may change the festival program at any time without notice. Changes will be advised on the Festival website and/or posted at venues. No refunds will be issued for unavoidable program changes, which may occur due to author illness, travel delays, etc.
9. If an Event is cancelled tickets will be refunded in full within the 28 day window.
10. Where the event is ticketed you must hold a valid ticket to attend an Event. You must bring your ticket (physical or electronic version) for entry to all Festival venues, including those listed as Free tickets.
11. Concession prices are available as specified when you purchase a ticket. You may be asked to supply your ID card at entry to an Event when presenting a Concession ticket to prove your concession eligibility.
12. Tickets are sold in accordance with the *Live Performance Australia Ticketing Code of Practice* If the participant is unable to attend on the scheduled date, is dissatisfaction with the event or any other subjective reasons no refunds on tickets will be given. No refunds will be given for lost, stolen, damaged, or destroyed tickets.
13. Ticket holders will be informed about rescheduling and those unable to attend can request a refund where the request is made prior to the date of the rescheduled Event.
14. To the maximum extent at law, you release the Festival, its Directors, employees, subcontractors and agents from any liability whatsoever arising, however caused by your attendance at the Festival. You agree to compensate us for any damage, loss, liability or injury we may suffer as a result of your wilful, reckless or negligent acts or omissions at an Event venue. Participation in the Festival and entry to the festival venues and public car parks is at your own risk.
15. Photographs and audio video recordings may not be taken at the Festival site, other than for private non-commercial purposes, without the express permission of the Festival.

16. The Festival reserves the right to take photographs and video imagery which may include images of Festival attendees, for the duration of the Festival and across all Festival sites. The Festival is not obliged to provide or reproduce to you any such image or recording.
17. The Festival reserves the right to use all images and video imagery across Festival media platforms and Festival promotional materials thereafter including supply of materials to media outlets.
18. No commercial activity may be conducted, and no written material or goods of any description can be handed out or otherwise distributed, at the Festival site without the express permission of the Festival.
19. While attending licenced venues minors must be supervised at all times by a responsible adult. Ages are calculated at the date of entry to the Festival.
20. To effect such other security measures as are reasonably necessary to protect the Festival venues, the Festival reserves the right to examine and search all bags (including handbags), parcels and packages which are brought into Festival venues.
21. Harassment, bullying, threatening behaviour, and violence will not be tolerated. The Festival may refuse admission to a Festival venue, and eject from a Festival venue, any person whose behaviour is inappropriate or a threat to public safety.
22. These terms and conditions may be amended at any time by the Festival and will take effect from the time the amended terms and conditions are placed on the Festival website.