

ROCKINGHAM BEACH CUP MARQUEE TERMS AND CONDITIONS FOR TICKETED ENTRY

The Rockingham Beach Cup Marquee Event (**Event**) is operated by the Rotary Club of Palm Beach WA Inc (**Operator**), which is a body incorporated under the *Associations Incorporation Act 2016* (WA).

Tickets to the Event are issued by the Operator (or a third party authorised by the Operator to issue tickets).

Your entry to the Event is subject to these terms and conditions of entry (**Conditions**).

GENERAL

1. By entering the Event, or possessing a ticket for entry to the Event, you are deemed to have accepted these Conditions and any accompanying risks, obligations and responsibilities.
2. You are responsible for your own property. You must not leave your possessions unattended at any time.
3. You may not bring any animals to the Event (other than an accredited assistance animal in the company of the owner/handler – in which case an authorisation card must be produced if requested).
4. You must not trespass onto the racetrack itself, into the stalls area or into any area in which horses are moving at any time, and may be prosecuted if you do so.
5. You must not enter any area of the Event where persons are prohibited from entering, which may be indicated by signage, fencing, locked doors or otherwise, and may be prosecuted if you do so.
6. You must not engage in antisocial, offensive or abusive conduct at the Event. Prohibited conduct includes:
 - speaking to any person (including an employee of the Operator) in a manner which offends, insults, humiliates, intimidates, disparages or vilifies that other person in any way, including but not limited to, on the basis of that other person's race, religion, ethnicity, colour, appearance, gender, sexuality or the fact that the person has a disability

- use of offensive, indecent or obscene language in such a way as to interfere with the comfort and enjoyment of the Event by other attendees
- threatening or abusive behaviour toward others
- throwing or attempting to throw projectiles including bottles
- damaging or defacing property including with graffiti or “tags”
- disrupting, interrupting, hindering or interfering with entertainment and activities
- acting to deliberately startle, spook or otherwise cause danger or harm to any horse present at the Event
- urinating or defecating in an area other than designated toilets
- littering
- blocking thoroughfares including exits
- distributing or attempting to sell goods or services other than with the prior express written permission of the Operator
- distributing political or religious materials other than with the prior express written permission of the Operator

TICKETING

Paid Tickets

7. Tickets for this event are issued through Eventbrite (www.eventbrite.com.au). Additional terms and conditions may apply to the purchase of tickets as a result of your use of Eventbrite’s website.
8. You must produce your ticket at the Event to be allowed to enter the Event. Additional requirements in this regard may be printed on your ticket.
9. Tickets may not be resold or offered for resale at a premium. Breach of this condition may result in cancellation of the ticket.
10. Tickets may not be used for commercial, advertising or promotional purposes in connection with goods or services without the prior permission of the Operator. Breach of this condition may result in cancellation of the ticket.

Promotional Tickets

11. Promotional tickets will be issued in accordance with the terms and conditions of sponsorship packages.
12. Promotional tickets may not be on-sold. Breach of this condition may result in cancellation of the promotional ticket.

13. Promotional tickets should not be used for commercial, advertising or promotional purposes in connection with goods or services without the prior permission of the Operator. Breach of this condition may result in cancellation of the promotional ticket.

MINORS

14. Persons under the age of 18 may not attend the Event..

RESTRICTED AND PROHIBITED ITEMS

15. The following items are not permitted into the Event and are subject to immediate confiscation:

- Liquor or any alcoholic beverages
- Opened beverages
- Glass or breakable containers
- Cans
- Fireworks, flares or other explosive or flammable goods or equipment
- Firearms, knives or any other implements that may be used as a weapon or used in a way which affects the safety of those attending the Event, damages property, or interferes with the comfort of Event attendees
- Beach umbrellas or tents
- Sporting goods such as footballs, soccer balls or tennis balls
- Skateboards, bicycles, scooters, rollerblades, "hoverboards" and similar items but not including a wheelchair or other mobility apparatus that you require as a result of a disability, impairment or injury
- Whistles, loud hailers, public address systems, laser pointers or other electronic or broadcast devices which might be used to distract, hinder or interfere with the conduct of any event or any animal or person taking part in an event
- Folding or camp chairs or tables
- Large bags and eskies
- Unmanned aerial vehicles including drones
- Any other item deemed by the Operator to have the potential to disrupt the orderly conduct of the Event or present a risk to the safety of those attending the Event.

16. Bag searches may be undertaken to ensure compliance with this condition.

17. There are no cloakroom or locker facilities provided at the Event for items which are not permitted into the Event.

LIQUOR

18. Persons entering the Event are advised that:

- 18.1. You must not bring alcoholic beverages into the Event.
- 18.2. Alcoholic beverages are available for purchase and consumption in designated licensed areas only.
- 18.3. You may be required to produce proof of age before you are permitted to enter a designated licensed area, and the following documents can be used for identification:
 - Australian drivers' licence;
 - current passport; or
 - another prescribed document (for example, a Proof of Age Card issued in Australia).
- 18.4. You must not take alcoholic beverages outside of the designated licensed areas.
- 18.5. Intoxicated persons will not be permitted to enter the Event, and persons observed to be consuming alcohol upon approach to the Event can be denied entry to the Event.
- 18.6. Intoxicated persons will be removed from the Event.

NON-SMOKING VENUE

19. Smoking is strictly prohibited at the Event. You must not smoke at the Event.

PHOTOGRAPHY

20. By attending the Event, you acknowledge that you may be photographed, filmed or recorded during the Event, including by security cameras, and you consent to any photographs, films or recordings created by or on behalf of the Operator being used by the Operator for any purpose, including for advertising and promotional purposes.
21. The Operator allows amateur photographers to take photographs at the Event, provided that:
 - the photographer is not causing annoyance or inconvenience to other people;
 - the subject matter of the photographs is lawful;
 - consent has been sought and obtained from subjects of photographs, if appropriate; and
 - the photographs are not to be sold or used for commercial gain.
22. Professional photographers and bloggers who would like to take photographs at the Event must first seek and obtain written approval from the Operator – contact michael@prestigecatering.com.au for enquiries in relation to photographing the Event.

REFUNDS

23. The Operator will not provide a refund or exchange on any ticket except as required by law.
24. The Operator has no responsibility for lost or stolen tickets.
25. Replacement tickets for lost or stolen tickets may be issued at the Operator's sole discretion, and the Operator reserves its right to charge a fee for replacement of tickets.
26. The Operator makes no representations regarding the weather conditions during the Event, access to unobstructed views of entertainment and activities during the Event, availability of shelter or seating at the Event or your level of comfort during the Event. Refunds will not be available should you be dissatisfied with these matters.

CANCELLATION AND CHANGES TO TIME, NATURE AND DURATION OF EVENT

27. The Operator reserves the right to make changes to the Event in relation to:
 - start time
 - end time
 - scheduling of entertainment and activities
 - layout and location of the Event site
 - vendors providing goods and services at the Event
 - other matters not having a substantial effect upon the overall nature of the Event, being a marquee overlooking a festival on the foreshore of Rockingham.
28. If the Event is cancelled by the Operator, then you can return your ticket to the Operator within 30 days of the cancelled Event to obtain a refund of monies paid minus any booking fees.
29. In the event that the Rockingham Beach Cup horse race is cancelled for any reason, refunds will not be available.

RISK

There are risks associated with attending the Event. This includes the risk of an accident causing death, permanent disability, injury, damage or loss of property.

At the Event, there will be unique risk factors present including uneven surfaces, temporary structures, crowds, consumption of alcohol, large animals including horses and variable weather conditions.

30. You enter the Event at your own risk.

31. You must take care to observe and follow all signage and instructions that you might be given by the Operator at the Event, and you should take special care at all times to protect yourself and those in your care from loss or injury.
32. The Operator accepts no responsibility for any injury to any person (including injury resulting in death), or loss or damage suffered by any person occurring at or around the Event including where the injury, loss or damage was caused by acts or omissions of the Operator, its employees, agents or contractors, or any other persons present at the Event.
33. By entering the Event, you agree to indemnify the Operator against all liability for or in respect of any claim, demand, action, proceedings, costs, expenses, loss, damage, injury or death of any person arising out of or in connection with any of your acts or omissions, or the acts or omissions of any minors in your care, while you are at the Event.
34. Nothing in these Conditions affects your rights under the *Australian Consumer Law*.

BREACH OF CONDITIONS

35. If you breach any of the above conditions, the Operator may:

- refuse you entry to the Event;
- evict you from the Event;
- ask you to surrender prohibited items in your possession;
- confiscate or cancel your ticket; and/or
- report your conduct to police or other law enforcement authorities.