

## ROCKINGHAM BEACH CUP TERMS AND CONDITIONS FOR FESTIVAL ENTRY

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

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

### GENERAL

1. By entering 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 enter the Marquee, which is a ticketed event, unless you hold a valid ticket to do so. Entry to the Marquee is subject to separate terms and conditions to these Conditions.
7. 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

## **MINORS**

8. Minors may attend the Event, subject to any liquor licensing requirements that may mean that a minor cannot enter a certain area at the Event.
9. The Operator is not responsible for the care or supervision of any minor at the Event.
10. Persons under the age of 12 must be accompanied by a parent or guardian at all times. If you are accompanying a young person as parent or guardian, you are responsible for the care, conduct and supervision of the young person, and for any acts or omissions of that young person while attending the Event.
11. Persons between the ages of 12 and 18 remain the responsibility of their parents or guardians, whether or not the parents or guardians attend the Event with that young person. The parent or guardian is responsible for the care, conduct and supervision of the young person, and for any acts or omissions of that young person while attending the Event.

## **RESTRICTED AND PROHIBITED ITEMS**

12. 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 tables
- 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.

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

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

## **LIQUOR**

15. Persons entering the Event are advised that:

15.1. You must not bring alcoholic beverages into the Event.

15.2. 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.

15.3. Intoxicated persons will be removed from the Event.

15.4. It is an offence for minors to purchase or consume alcohol.

15.5. It is an offence to sell or supply alcohol to minors.

15.6. Penalties apply to these offences under the *Liquor Control Act 1988* (WA).

## **NON-SMOKING VENUE**

16. Smoking is prohibited at the Event. You must not smoke at the Event.

## **PHOTOGRAPHY**

17. 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.

18. 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.

19. 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](mailto:michael@prestigecatering.com.au) for enquiries in relation to photographing the Event.

#### **CANCELLATION AND CHANGES TO TIME, NATURE AND DURATION OF EVENT**

20. 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 festival on the foreshore of Rockingham including an inaugural horse race and family-oriented entertainment and stalls.

#### **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.

21. You enter the Event at your own risk.

22. 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.

23. 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.

24. 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.

### **BREACH OF CONDITIONS**

25. 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; and/or
- report your conduct to police or other law enforcement authorities.