

# Ticketing Terms & Conditions of Entry

## Who We Are and What These Terms Cover

- (a) Tourism and Events Northern Territory Pty Ltd (**TENT**) is a statutory authority of the NT Government tasked with the attraction of major sporting and cultural events that provide substantial economic and social benefits to the Northern Territory (**NT**).
- (b) These terms apply to all events, performances, shows, activities, conferences or functions (ticketed or not), owned or operated by TENT (**Event**) and staged at any venue or designated area that is controlled by TENT or Venue management (**Venue**).
- (c) By purchasing or holding a ticket, you agree to these Terms. Entry to a Venue is conditional you fully complying with these Terms.

## No Resale at Premium/Profit

1. Tickets must not, without TENT's prior written consent, be:
  - a) resold or transferred for more than the face value of the ticket (including via on-line auction sites);
  - b) used for advertising, promotion, competitions or commercial purposes; or
  - c) bundled with other goods or services, such as food and beverage, accommodation or transport.
2. Tickets may be gifted or transferred at face value for personal use only.
3. If this condition is breached, TENT may refuse entry to the Event and keep the ticket price.

## Refusal of Entry

4. TENT and Venue management may refuse entry to an Event or Venue, if in their reasonable opinion:
  - a) a ticket is damaged, defaced, forged, copied or not purchased from an authorised seller;
  - b) a person is intoxicated, under the influence of drugs or disorderly or poses a safety risk;
  - c) offensive, political or commercial signage is displayed (excluding official merchandise);
  - d) the person does not hold a valid ticket or accreditation;
  - e) a person refuses bag or item inspection;
  - f) items which have the potential to cause injury or public nuisance, including Restricted and Prohibited Items;
  - g) adverse weather or other conditions create safety concerns; or
  - h) the person does not comply with laws or government health and safety directions.

## General Conditions of Entry

5. The following applies as a condition of entry into a Venue:

- a) TENT or Venue management reserve the right to inspect and search bags brought into or out of the Venue;
  - b) Children 12 years and under enter free entry, but must be ticketed and supervised at all times (maximum two children per paying adult);
  - c) Concession ticket require valid ID;
  - d) You must not enter any of the Venue's restricted areas, such as back of house, competition and performance areas, dressing rooms, VIP and hospitality areas or any other area not accessible by the public;
  - e) Narcotics (other than those prescribed by a registered medical practitioner) must not be taken into or out of the Venue;
  - f) Alcoholic beverages must not be taken into or out of the Venue. It is an offence for minors to purchase or consume alcohol, or for adults to supply alcohol to minors, under the Northern Territory Liquor Act. Offenders may be subject to fines, ejection from the venue, or criminal charges. Alcohol may only be consumed in certain areas of the Venue;
  - g) Patrons are not permitted to bring beverages (other than sealed bottled water) into the Venue. Patrons with special dietary or medical needs, such as for infant care or specific medical conditions, are allowed to bring necessary items with appropriate documentation, such as a doctor's note.;
  - h) Patrons are only permitted to bring food for personal consumption into the Venue;
  - i) Smoking (including the use of electronic cigarettes or similar devices) is prohibited in certain areas of the Venue;
  - j) No beach umbrellas or shade structures may be brought into the Venue;
  - k) Unauthorised soliciting, collections and customer surveying is not permitted
6. You must not engage in any form of ambush marketing and must not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of any official sponsor, the Venue or TENT.

## Health and Safety

7. Patrons must comply with all health and safety protocols and guidelines issued by TENT, Venue management, or relevant authorities, including but not limited to those related to public health emergencies (e.g., infectious diseases, pandemics) extreme weather, Or emergencies.
8. TENT reserves the right to amend entry requirements based on updated public health guidance. Non-compliance may result in refusal of entry or removal from the Venue without refund.

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## Eviction from Venue

9. TENT or Venue management may eject or remove a Patron from a Venue without any refund and person if they:
  - a) breach these Terms;
  - b) fail to produce a valid ticket on request;
  - c) unreasonably obstructs the viewing of other patrons;
  - d) behave in dangerous, disruptive or offensive manners;
  - e) disobey staff, police or security;
  - f) possess Restricted and Prohibited Items;
  - g) is suspected of committing, or being likely to commit, or having committed a criminal offence within the Venue;
  - h) enters any area at the Venue which he/she is or may be prohibited from entering;
  - i) damages, interferes or tampers with any TENT or Venue property;
  - j) refuses to comply with requests made by Venue management or TENT staff; or
  - k) Refuses to follow any laws, regulations or directions from the federal or Northern Territory Government.

## Restricted and Prohibited Items

10. A Patron must not bring a Prohibited Item to an Event or into a Venue
11. TENT may prohibit additional items where safety or public nuisance is a concern.

## Patron Safety and Behaviour

12. You must comply with the directions or announcements from TENT or Venue staff and any other requirements relating to access and safety given by TENT or Venue staff or authorities.
13. You must maintain safe, prudent and respectful behaviour at all times. A patron is responsible for their own conduct whilst in a Venue for an Event and must pay for the cost of repair of any damage caused to a Venue as a result of their conduct.
14. You must not enter the competition or designated performance areas of a Venue at any time and, if you do, you may be fined, expelled from that Venue and subject to legal action.
15. You must remain appropriately clothed while in the Venue. Patrons are required to keep all items of clothing and footwear on at all times.
16. All patrons are expected to behave respectfully towards others while attending an Event. Harassment, discrimination, violence, or disruptive behaviour of any kind will not be tolerated. TENT reserves the right to remove any patron who engages in such behaviour without refund and may refer the matter to law

enforcement. Patrons are also responsible for the conduct of any minors or guests under their care.

## Liability and Risk

17. Attendance at an Event is entirely at your own risk.
18. TENT is not responsible for lost, stolen or damaged personal property.
19. TENT does not guarantee that you will have an uninterrupted and/or uninhibited view of an Event from your location within the Venue, nor does TENT give any warranty as to the quality, content or duration of an Event.
20. To the extent permitted by law, TENT is not liable for any you agree not to bring any claim or proceeding against TENT for any, injury, illness, loss or other liability arising from your attendance at a Venue or an Event.
21. Any liability of TENT is limited to refunding or resupplying the ticket price or reissuing tickets.
22. In consideration of your attendance at an Event, you agree to:
  - (a) Fully indemnify and hold harmless and keep indemnified TENT and Venue management against any claims which you have or may have arising out of your attendance at the Event, whatever its nature; and
  - (b) Fully release TENT and Venue management from all liability in any way connected with my attendance at the Event.
23. A clause of these terms and conditions will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

## Photographs and Broadcasts

24. Cameras (including digital cameras), audio and video recorders may be brought into a Venue only at the discretion of TENT.
25. Personal photography and video recordings for non-commercial use is permitted at the Event, provided it does not interfere with the enjoyment of others. Patrons may share images on social media, but live streaming or the transmission of live footage is strictly prohibited without TENT's prior written approval. Commercial use of any photographs or recordings, including selling, licensing, or merchandising, is prohibited unless expressly authorised in writing by TENT. For the avoidance of doubt, commercial purposes include licensing, merchandising, memorabilia, or marketing.
26. Except as otherwise permitted, Patrons must not transmit, broadcast, sell, license or otherwise publish, disseminate or reproduce any recordings (including photographic, video or sound recordings) of the Event without TENT's prior written approval.
27. If you make, reproduce or use any recording, data or image prohibited under this condition, you must assign in writing all copyright and intellectual property rights to TENT or its nominee.

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28. With or without your knowledge, you may be recorded on CCTV or other forms of surveillance in, or in the vicinity of, the Venue, filmed or photographed individually or in a crowd scene by any person and your voice recorded at an Event (or any one or more of these things). You irrevocably and unconditionally consent in perpetuity and without compensation to the recording, filming, photographing, transmission and use (or any one or more of these things) by TENT and its nominees (or either) of your likeness and voice (or either) by any means (including, audio and visual recordings by television cameras and photographers) throughout the world, to the fullest extent possible, including for official broadcast and promotional purposes (or either).

## Event Changes and Cancellation

29. Events may be cancelled, postponed, interrupted or changed due to factors beyond TENT's control, including weather or emergencies.
30. Except where required by law, tickets are non-refundable and non-exchangeable and subject to the Event's refund policy (if any).
31. TENT shall not be held responsible for any cancellation, delay, or alteration of an Event caused by circumstances beyond its control, including but not limited to acts of God, war, terrorism, civil disturbance, governmental intervention, strikes, pandemics, natural disasters, or extreme weather conditions. In such circumstances, TENT reserves the right to reschedule or cancel the Event, without any compensation to you.
32. TENT may add, withdraw, reschedule or substitute artists, athletes or teams (as applicable) or vary advertised programmes, prices, times, Venues, seating arrangement or audience capacity without any compensation to you.
33. TENT is not liable to you for any subsequent loss or damage you suffer as a result of any Event being cancelled, postponed or changed.

## Privacy Statement

34. TENT respects the privacy of the individuals on whom TENT collects, uses and discloses personal information. The personal information that TENT collects will be in accordance with its Privacy Policy found on its website and used for the purpose of the sale and distribution of your tickets, as reasonably required for the proper and efficient staging of Events and to give effect to any of its rights under these Terms. Personal information may also be shared with third-party service providers for the purposes of event management, security, or marketing, subject to the TENT Privacy Policy.
35. You may request access to personal information TENT holds about you by sending an email to [events.tourismeventsNT@nt.gov.au](mailto:events.tourismeventsNT@nt.gov.au).

## General

36. TENT will not replace your ticket, if lost, stolen, forgotten, damaged, forged or unreadable.
37. TENT may choose not to enforce a term of these Terms in some cases in its absolute discretion without affecting its right to enforce that term in other cases, including by

replacing tickets (except forged tickets) if you can demonstrate proof of purchase and identity acceptable to TENT.

38. If you are under 18 years of age, you may use TENT ticketing websites and purchase tickets only with the supervision of a parent, guardian or other adult person.
39. These Terms are governed by the law applicable in the Northern Territory and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Northern Territory.
40. Additional disclaimers apply to motorsport events due to the inherent risks involved. Please check our website for additional terms and conditions that apply to motorsport events.
41. TENT is a member of Live Performance Australia and adheres to its Ticketing Code of Practice. No refund or exchange on any ticket or service fee will be given except in accordance with the applicable Live Performance Australia Ticketing Code of Practice. Visit [www.liveperformance.com.au](http://www.liveperformance.com.au)

## Amendments

42. TENT reserves the right to update, modify or change these Terms from time to time. Any changes including variation of dates will be available on TENT's website and the event ticketing webpage.

## MOTORSPORTS AUSTRALIA, MOTORCYCLING AUSTRALIA & AUSTRALIAN NATIONAL DRAG RACING ASSOCIATION DISCLAIMER

43. Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.
44. If you do not wish to be exposed to such risks, then you should not attend at or participate in Motor Sport Activities. By attending or participating in motorsports activities, you acknowledge that you understand and voluntarily accept the significant risks involved, and you waive certain rights to claim damages or bring legal action, except in cases of reckless conduct by the organisers.
45. WARNING: If you participate in these activities your rights to sue the supplier under the Competition and Consumer Act 2010 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign.
46. In exchange for being able to attend or participate in the Motor Sport Activities, you agree:
  - to release TENT, the Confederation of Australian Motor Sport Ltd (trading as Motorsport Australia), Motorcycling Australia Ltd, and Australia National Drag Racing Association and the Entities\* to the extent that any or all of them are providing Recreational Services from all liability for:

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- a) your death;
- b) any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c) the contraction, aggravation or acceleration of a disease;
- d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
- i. that is or may be harmful or disadvantageous to you or the community; or
  - ii. that may result in harm or disadvantage to you or the community,
- Howsoever arising from your participation in or attendance at the Motor Sport Activities;
- to indemnify and hold harmless and keep indemnified TENT, the Confederation of Australian Motor Sport Ltd (trading as Motorsport Australia), Motorcycling Australia Ltd and Australia National Drag Racing Association and each of the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
  - to attend at or participate in the Motor Sport Activities at your own risk.
- NOTE: The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to reckless conduct on the supplier's part. "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification. See section 139A of the Competition and Consumer Act 2010.
- \*A full list of Motorsport Australia associated entities can be viewed at <https://motorsport.org.au/Events/disclaimers>
- "Prohibited Items"** means and includes:
- a) alcoholic beverages (unless purchased at the Event);
  - b) glass including bottles, unless purchased at the Event), or cans, ceramic and breakable containers;
  - c) beverage containers with the manufacturer's seal broken;
  - d) illicit drugs;
  - e) cigarette liquids;
  - f) Oleoresin Capsicum (OC) spray (pepper spray)
  - g) perfumes, aftershaves or deodorants (No aerosols permitted)
  - h) flares or fireworks
  - i) laser pointers or distress signals;
  - j) prohibited or controlled weapons, or firearms;
  - k) any other dangerous item of good, substance, weapon or any items which are prohibited under any applicable legislation;
  - l) projectile items, including balls, frisbees, rackets or similar objects;
  - m) inflatable items;
  - n) vehicles including any golf buggy, bicycles, skateboards, roller skates or blades, or scooters and any ancillary items such as helmets of any form;
  - o) political or offensive materials;
  - p) clothing or signage bearing any racist, indecent or obscene language or images or depicting any sort of political cause or affiliation;
  - q) camera lenses with a physical length greater than 400mm, camera tripods, monopods and other devices used for recording or transmitting information related to an Event for commercial purposes;
  - r) drones or any remote-controlled devices or unmanned aerial vehicles;
  - s) selfie sticks;
  - t) flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m;
  - u) public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by TENT or other persons authorised by TENT in connection with the Event;
  - v) eskies and bags of larger dimensions than 35cm in height, 20cm in width and 30cm in length (i.e. too large to be stored under a seat), and includes motorised eskies;
  - w) masks or full-face coverings (unless for medical or religious purposes);
  - x) animals other than animals recognised as assistance animals under the Disability Discrimination Act 1992 (Cth) (Event Management, acting reasonably, may request evidence that an animal is an assistance animal or is trained to meet standards of hygiene and behaviour that are appropriate for an animal in a public place);
  - y) musical instruments and noise makers, including drums, whistles, air horns, loud hailers, bugles or other amplification without the prior consent of TENT;
  - z) barbeques including, but not limited to, kettle barbeques, grills, smokers or portable barbeques; or
  - aa) other items as determined by TENT that may cause injury, public nuisance or safety concerns. Please check the FAQ on the Event website.