



Terms & Conditions of Ticket Sales and Entry

These terms and conditions apply to the purchase of tickets and admission to 'Super Bloom Festival' (the "Event"). The Event is operated and promoted by Super Bloom Festival Pty Ltd ACN 629 754 507 ("we") and will be held on 13th and 14th of April 2019 at Abbotsford Convent (the "Event Grounds"). More information about the Event can be found on the website located at www.superbloomfestival.com ("Website") and the best email to contact the Organiser is at hello@superbloomfestival.com.

By purchasing a ticket or attending the Event, you ("you") agree to be legally bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you should not purchase a ticket or attend the Event.

We reserve our rights to vary the Terms and Conditions at any time without notice and will post such variations on the Website. It is your responsibility to check for variations to these Terms and Conditions on our Website and you agree that by attending the Event, you accept any variations.

TERMS AND CONDITIONS

Tickets

1. You must be 18 years or over to attend the Event. We reserve the right to ask you for proof of identification and age, so please ensure you bring photo ID to the Event.
2. To attend the Event, you must show a valid ticket ("Ticket"). You must show your Ticket as a printed ticket or display your Ticket (including barcode) on your mobile device for validation at the Event gate ("Gate").
3. Tickets may be purchased via the following sales channels: online ticket outlet via superbloomfestival.com, online ticket sales at any Oztix website, Oztix telephone sales from the Oztix call centre, sales from authorised Oztix retail outlets, any other authorised sales channels or at the Gate (unless sold out prior). We accept payments by VISA, Mastercard or debit card and use Oztix to provide us with ticketing agent services. Ticket prices are listed on the Website.
4. There are two Ticket options available for you to purchase, the first is a 2 x day ticket which entitles you to attend the Event on both the 13th and 14th of April ("Weekend Ticket") and the second is a single day ticket which entitles you to attend the Event on either the 13th or 14th of April ("Single Day Ticket").
5. If you have a Weekend Ticket, you are entitled to attend the entire Event and to participate in both daily programmes. If you have a Single Day Ticket, you are entitled to attend the Event on either the 13th April (if you purchase a Single Day Ticket for the 13th April) or the 14th April (if you purchase a Single Day Ticket for the 14th of April) and to participate in the relevant daily programme.
6. Upon showing your valid Ticket at the Gate, you will be provided with a wristband ("Wristband"). You must wear your Wristband at all times during the Event and will be asked to leave the Event, if you are not wearing a Wristband.
7. Unless otherwise authorised by us, Tickets may not be re-sold or given away for promotional or commercial purposes and are non-transferable.
8. We may cancel a Ticket, where it is sold in a manner not authorised by us. We will not replace lost, destroyed, damaged or stolen Tickets. You may be refused entry to the Event if your Ticket is found to be damaged or cancelled.

Refunds, Changes and Cancellation

9. We do not provide refunds for 'change of mind'. Unless otherwise required by law and without limiting your rights as a Consumer under the Australian Consumer Law (refer to clause 21 below), Ticket sales are strictly non-refundable.
10. We reserve the right in our sole discretion to make changes to the Event, without prior notice to you, including without the venue, programme, workshops, sessions, presentations, line-ups, amenities, facilities, Event start and finishing times, and other Event attractions ("Event Attractions"). Subject to clause 21, we are not required to provide refunds or other compensation to you if the Event Details change.

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11. You acknowledge that some Event Attractions will have attendance limits due to capacity restrictions of certain areas of the Event Grounds. Accordingly, it may not be possible for you to participate in all Event Attractions. We encourage you to arrive early for Event Attractions you wish to participate in. We are not required to provide refunds or other compensation to you if you are not able to attend your desired Event Attractions.
12. We may cancel the Event, where we are not able to continue to operate the Event due to poor Ticket sales or a reason outside our reasonable control, including fire, poor weather conditions, lack of Ticket sales, Venue changes, drought, acts of god, rulings by council, the police or other authorities (a "Force Majeure Event"). Where the Event is cancelled due to a Force Majeure Event, we will refund you the value of your Ticket less the booking fee, but otherwise we will not be liable to you for any further compensation.

Conduct, Prohibited Items and Behaviour

13. We are putting on a wonderful and beautiful event for you! To allow you to get the most out of it and the various Event Attractions, we encourage you to bring a sense of community, respect and inclusion to the Event. To ensure your safety and the safety of others attending the Event, you must follow our directions and those of our Representatives working at the Event at all times during the Event.
14. You are prohibited from bringing certain items to or acting in certain ways at the Event (which we may determine in our absolute discretion). Prohibited items include glass, alcohol, pets (with the exception of registered guide dogs), open drink containers, weapons, dangerous items (as determined by us), illicit drugs and illegal substances ("Prohibited Items"). Prohibited behaviour includes stealing, harming the environment, disrupting local communities, damaging the Event Grounds, damaging equipment at the Event and engaging in anti-social, aggressive or harassing conduct ("Prohibited Behaviour").
15. We reserve the right to:
 - a. Refuse you entry to the Event, if you have breached the Terms and Conditions or otherwise pose a threat to the security of the Event;
 - b. Search your person and/or your possessions before allowing you to enter the Event or while you are present on the Event Grounds, and refuse entry to you, or remove you from the Event, if you refuse to consent to a search;
 - c. Refuse you entry to the Event or remove you from the Event Grounds if you are found with Prohibited Items in your possession;
 - d. Confiscate any Prohibited Items found in your possession at the Event whereby you agree that we do not guarantee the safe return of that item and are not liable to you for any Loss damage you suffer as a result of the confiscation;
 - e. Refuse you entry to the Event, and/or remove you from the Event Grounds if you are found to be engaging in Prohibited Behaviour; and
 - f. Refuse you the right to participate in any Event Attraction or require you to cease participating in any Event Attraction, where we consider in our reasonable discretion that it is unsafe or inappropriate for you to do so.

Intellectual Property and Recordings

16. We are the exclusive owner or licensee of all intellectual property created to promote the Event including the trade mark 'Super Bloom' and the Super Bloom logo ("Event IP"). Should you wish to use any item of Event IP other than for private, non-commercial purposes, you must obtain the prior written consent of the Promoter.
17. As a condition of attending the Event and on a non-revocable basis, you hereby consent to us and our Representatives taking photos, films and other recordings of you at the Event ("Recordings") and to us using those Recordings through all media, in perpetuity, throughout the world and on a royalty free, sub-licensable and transferrable basis for our business purposes including to promote the Event.
18. All media personnel must have our prior written approval to enter the Event Site. Professional audio-visual cameras are not permitted at the Event, unless you have our prior written approval.

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Risks

19. You acknowledge that while we (and our Representatives) take all reasonable steps to ensure that the Event Attractions are safe to participate in, there are risks involved in participating in some of the Event Attractions (for example yoga classes) including:
- Accidents which can result in serious injury or death;
 - Injury or death due to negligence by you, us or third parties;
 - Injury or death due to improper use or failure of any equipment in our studio; and

such risks may result in serious injury or fatality to you.

20. You accept that your participation in any of the Event Attractions provided by us (or our Representatives) is entirely carried out at your own risk and you hereby warrant that by participating in the Event Attractions, you do not have any medical, physical or other conditions that may affect your ability to safely participate in the Event Attractions.

Liability

21. You retain all rights as a Consumer under the Australian Consumer Law when purchasing Tickets to the Event. Nothing in these Terms and Conditions shall limit, restrict or exclude any of your rights under the Australian Consumer Law (including any consumer guarantees) or other non-excludable conditions at law.
22. Subject to clause 21, you agree:
- We (and our Representatives) will not be liable and exclude all liability (whether arising under contract, in tort, equity, statute or in any other way) for all Loss sustained by you in relation to attending the Event and your participation in the Event Attractions;
 - We (and our Representatives) will not be liable and exclude all liability (whether arising under contract, in tort, equity, statute or in any other way) for all Loss sustained by you, due to any act or omission by our Representatives who may assist us to put on the Event Attractions;
 - You hereby release us and Representatives from all Claims (whether arising under contract, in tort, equity, statute or in any other way) you may have against us and Representatives in connection with the Event and your participation in the Event Attractions.
23. You indemnify us and our Representatives against all Claims and Losses (excluding any Consequential Loss) incurred by us or our Representatives arising out of or in connection with:
- any death of, or injury to, any person and any loss to the property of any person, caused by a negligent or unlawful act or omission of you in relation to your attendance at the Event; or
 - any breach of these Terms and Conditions by you.

General

24. This Agreement is the entire agreement between the parties and supersedes all prior discussions, understanding and agreements in relation to the subject matter of these Terms and Conditions.
25. We may assign, transfer or otherwise deal with any right or obligation under these Terms and Conditions for the purpose of restructuring, merger with another entity or a sale of business.
26. If any provision is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid, without affecting the validity or enforceability of the remaining provisions of these Terms and Conditions.
27. This Agreement are governed by the laws in force in Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.
28. In these Terms and Conditions:
- words such as including or for example do not limit the meaning of the words preceding them;
 - if a word or phrase is defined, its other grammatical forms have a corresponding meaning;



- c. a party includes the party's successors and permitted transferees and assigns and if a party is an individual, includes executors and personal legal representatives; and
- d. no provision of this Deed will be construed to the disadvantage of a party merely because that party was responsible for preparing this Deed or including the provision in this Deed.

29. In these Terms and Conditions, the following definitions apply:

- a. "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- b. "Claim" means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whether present or future, fixed or unascertained, actual or contingent, at law, in equity, under statute or otherwise.
- c. "Consumer" has the same meaning as under the Australian Consumer Law
- d. "Loss" means any loss, cost, expense (including legal costs on a full indemnity basis) or damage, whether direct or indirect, present or future, fixed or ascertained, actual or contingent and whether arising under contract, in tort, at common law, in equity, under statute, under an indemnity or otherwise.
- e. "Representative" means any person acting for or on behalf of us and includes any director, officer, employee, agent, contractor or sub-contractor of ours.

Mindful In May Competition

Competition ends 11.59pm 30/04/19. To enter, complete registration to Mindful In May. One (1) entry per person. Draw: 12pm 02/05/19 at Promoter's address. Prizes: 5 winners will each receive a book ('The Happiness Plan' by Dr Elise Bialylew). Winners will be notified in writing. All times AEDT. Winners must comply with the conditions set by the service provider where bookings are required to redeem components of the prize. The winner will be drawn at random, this competition is a game of chance. By entering the Promotion, entrants understand and agree that they will automatically be subscribed to receive marketing emails from the Promoter. Entrants may unsubscribe from such emails at any time. Promoter: Super Bloom Festival (ABN 75 629 754 507) of 3/1A Windsor Place, Windsor VIC 3181.