

Glenworth Grazing Food & Wine Festival - Terms & Conditions

Glenworth Valley Wilderness Adventures

1. Purpose

1. Please read these terms and conditions (**Terms & Conditions**) carefully before purchasing a ticket. By purchasing a ticket from Glenworth Valley Leisure Pty Ltd (ABN 21 654 341 750) trading as Glenworth Valley Wilderness Adventures (**GVWA**), you agree to be bound by these Terms & Conditions.
2. These Terms & Conditions relate both to the sale of tickets by GVWA, attendance at Glenworth Grazing Food & Wine Festival (the **Event**), and entrance to the grounds upon which the Event is held (**Venue**). These Terms & Conditions apply to the original ticket purchaser, any subsequent ticketholders, and any Event attendees (**you**).

2. Variation to Terms & Conditions

1. GVWA reserves the right to amend these Terms & Conditions at any time by updating them on the website www.glenworth.com.au (**Website**) and your use of the Website and your subsequent purchase/s will constitute your agreement to be bound by these Terms & Conditions as amended.
2. Each ticket is also sold subject to the additional terms and conditions which are disclosed as part of the event information on the Website (**Additional Terms**). The Additional Terms are taken to be incorporated into these Terms & Conditions, and can be found here: <https://glenworth.com.au/glenworth-grazing-festival/> and are available from GVWA on request at adventures@glenworth.com.au. If there are any inconsistencies between these Terms & Conditions and the Additional Terms, these Terms & Conditions will prevail to the extent of those inconsistencies.

3. Disclaimer

1. To the extent permitted by law, our aggregate liability to you, whether for breach of these Terms & Conditions, a claim in negligence or any other tort, or for any other common law or statutory cause of action is limited to the total purchase price paid by you to which these Terms & Conditions apply. To the extent permitted by law we will not be liable for any incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill or bargaining opportunity or loss of anticipated savings resulting from your access to, or use of the Website.
2. GVWA is a provider of 'recreational activities' as defined under the *Civil Liability Act 2002* (NSW). You are warned, acknowledge, and accept that entering the Venue is inherently dangerous and the Venue may contain all manner of obstacles, risks and

dangers, both known and unknown, natural and manmade which may result in loss or damage to your property, personal injury or even death. Knowing this to be the case, entry to the Venue is entirely at your own risk, and to the extent permitted by law you release and indemnify GVWA (and its officers, employees, agents, contractors and any related entities) from and against any claim or liability of any nature in relation to any loss or damage suffered or incurred by you (including to your personal property, injury or death), sustained in connection with the Event or Venue.

3. Prices

1. The prices charged on our Website are determined by GVWA in our sole discretion.
2. All prices are quoted in Australian Dollars (AUD).
3. All prices are exclusive of GST unless stated otherwise.
4. We endeavour to ensure that our pricing is accurate and current and we reserve the right to amend our prices at any time. However, if you have placed an order to purchase one or more ticket from our website, we will fulfil your order at the price(s) listed at the time you placed your order.

4. Refunds, exchanges and replacements

1. GVWA will only offer a refund if the Event is cancelled, rescheduled or significantly relocated (and you cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). If the Event is rescheduled or significantly relocated, you may apply for a refund within 1 month of notice of the change. If the Event is cancelled you will automatically receive a refunded. GVWA does not offer refunds as a result of a change in your personal circumstances.
2. To the extent permitted by law, and without limiting the application of Australian Consumer Law and the Consumer Guarantees, no refunds, credits or replacements will be given if Event operating hours vary from those advertised (for reasons including but not limited to adverse weather or private functions), or if any advertised activities do not take place for any reason, including but not limited to maintenance or repair.
3. If the Event is cancelled, rescheduled or significantly relocated, all liability is limited to the amount for which the ticket was purchased (including any fees or charges). Proof of purchase will be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), GVWA will not be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.
4. GVWA will only replace lost, stolen, damaged or destroyed tickets if the authenticity of the ticket can be verified, including proof of purchase and proof of identification,

and if you give reasonable notice before the Event. GVWA may charge a reasonable fee for the replacement of ticket/s.

5. You should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements for attendance at the Event. You may also wish to consider taking out a relevant insurance policy to cover for any losses in the event of cancellation, rescheduling or relocation.
6. Tickets purchased for a specific day of the Event may be changed to another day of the Event, provided a written request is made to GVWA not less than seven (7) days prior to the Event at adventures@glenworth.com.au. If your request is approved, you must pay the price of the new ticket which applies as at the approval date. You acknowledge that ticket prices are subject to change.
7. Event Shuttle Busses may vary from the schedule. By purchasing a ticket, you accept and acknowledge that no shuttle bus ticket refunds will be given due to schedule variation or missing your scheduled departure time.

5. Event & Conditions of Entry

1. Subject to these Terms & Conditions and any limitations at law, GVWA reserves the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, ticket categories, and audience capacity.
2. You may be denied entry into, or removed from, the Event where GVWA feels they have reasonable grounds to do so, including if you breach these Terms & Conditions, if you are intoxicated, under the influence of illicit drugs, inappropriately attired, or adversely affecting the enjoyment of the event by others.
3. If you arrive late, you may not be admitted if Event attendance has reached capacity.
4. You may be required to submit to a search of your person and/or possessions before entering the event.
5. GVWA will employ a photographer and videographer on the days of the festival. By entering the Venue, you give permission to GVWA to use your name and photographic likeness in all forms and media for advertising, exposition displays, trade, and any other lawful purposes in perpetuity. GVWA will not sell these images or use inappropriately. If you do not consent to photos being taken of your/your child, it is your responsibility to advise the photographer/videographer accordingly.

6. Tickets

1. Tickets will be purchased and issued through a third-party provider. You acknowledge that any terms or conditions imposed by the third party provider will apply.

2. GVWA reserves the right to refuse you entry to the Event if the authenticity or validity of a ticket is in question, including because the ticket has been damaged or defaced in any way, or has not been purchased from GVWA or other authorised points of sale.
3. You must allow adequate time for collection or delivery of tickets. Methods of collection and/or delivery will be available when choosing your collection/delivery details. In the interests of minimising ticket scalping, GVWA may change your delivery method to “venue collect” at its absolute discretion.
4. Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and at the Event.
5. When purchasing tickets you may be limited to a specified number of tickets. If you exceed the stated ticket limit, you may have any or all of your orders and tickets cancelled without notice by GVWA at its absolute discretion. This includes orders associated with the same name, e-mail address, billing address, credit card number or other information. Ticket limits apply to ensure fair access to tickets, and as a measure to minimise ticket scalping.

7. System Errors

1. While GVWA takes all reasonable care to ensure that tickets are correctly priced and only available for sale when intended, sometimes errors may occur. GVWA may cancel an order made as a result of any such error, although in the case of a pricing error GVWA will endeavour to contact you to give you the option of purchasing the ticket at the correct price.
2. If an error caused or contributed to by you results in GVWA reprocessing the ticket transaction at your request, GVWA may charge to you the actual costs incurred in reprocessing the ticket transaction, including any chargeback or postage fees charged to GVWA by a third party.

8. Privacy

1. When you place an order on our Website we require you to provide your name, address for delivery, email address for correspondence, telephone contact and credit card details. Although we will do our utmost to take due care with this information, we cannot guarantee that it will not be misused due to any error in transmission, virus or malware, and you accept that we are not liable for its misuse in these circumstances.
2. GVWA's Australia Privacy Policy is incorporated into these Terms & Conditions and applies to all ticket sales[, and can be found here: <https://glenworth.com.au/terms-conditions-privacy/>]

9. Intellectual Property

1. The images, designs, illustrations, and descriptions contained on the Website or any material provided by GVWA in connection with the Event or these Terms & Conditions remains the property of GVWA. Except as permitted under the *Copyright Act 1968* (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information contained on the Website or any ancillary material provided by GVWA without our prior written permission.
2. Unless clearly indicated otherwise, all trade marks, brands and logos identified on the Website are the sole property of GVWA. You have no right to use those marks in any commercial way without our prior written permission.

10. General

1. The term “including” when used in these Terms & Conditions is not a term of limitation.
2. The laws of New South Wales govern these Terms & Conditions and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and waives any right to claim that those courts are an inconvenient forum.

11. More information

Please see the below resources for more information:

- a) Glenworth Valley Wilderness Adventures general terms and conditions can be found here: <https://glenworth.com.au/terms-conditions-privacy/>
- b) For information regarding ticketing, or to obtain a copy of the Code of Practice for Event Ticketing refer to <http://www.fairtrading.nsw.gov.au>
- c) For more information on your consumer rights go to www.consumerlaw.gov.au that highly recommends that you read all terms and conditions of ticket sales before purchasing.