

Glenworth Grazing Food & Wine Festival Terms & Conditions

Please read these Terms and Conditions carefully before purchasing a ticket. By purchasing a ticket from Glenworth Events Pty Ltd P/L ABN 28 686 840 693 trading as Glenworth Valley Wilderness Adventures (GVWA), you agree to be bound by these Terms and Conditions.

These Terms and Conditions relate both to the sale of tickets and attendance at the event – Glenworth Grazing Food & Wine Festival. These Terms and Conditions apply to both the original purchaser and any subsequent ticketholders (“you”).

Variation to Terms and Conditions

GVWA may vary these Terms and Conditions at any time by updating them on the website www.glenworth.com.au. Each ticket is also sold subject to any additional terms and conditions which are disclosed as part of the event information on the Festival website, www.glenworth.com.au. The Terms are also available from GVWA on request at adventures@glenworth.com.au.

General Terms and Conditions

GVWA is the agent for the sale of all tickets. As such, except as specified in these Terms and Conditions, all claims in connection with tickets or events are the sole responsibility of GVWA to the extent required by law (including the Australian Consumer Law).

Glenworth Events Pty Ltd is a provider of recreational services and activities as defined under the Civil Liability Act. You are warned, acknowledge, and accept that entering the Venue is an inherently dangerous place that contains 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, if you choose to come onto this property you do so entirely at your own risk and to the extent permitted by law, you release and indemnify Glenworth Events Pty Ltd (and its officers, employees, agents, contractors and any related entities) from and against any claim or liability of any nature in relation to injury or death, from you or any third party which might arise from entry to, or the use of, the Venue by you and any accompanying persons and/or minors regardless of how the injury or death is sustained or caused.

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). You must apply for a refund within 1 month of the event being cancelled. 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 GVWA operating hours vary from those advertised (for reasons including but not limited to adverse weather or private functions); 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 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 an 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 festival may be changed to the alternate date up to seven (7) days prior to the event via written request to adventures@glenworth.com.au.

7. Festival Shuttle Busses may vary from 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.

Variations to festival

1. The GVWA reserves the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, (including ticket categories) and audience capacity.

Conditions of entry

1. Admission to an event is subject to GVWA Terms and Conditions. In particular, the following form part of the terms unless otherwise specified:

2. Risk Warning. GVWA is a provider of recreational services and activities as defined under the NSW Civil Liability Act. You are warned, acknowledge and accept that entering onto GVWA land is an inherently dangerous place that contains all manner of obstacles, risks (including obvious risks) and dangers, both known and unknown,

natural and man made which may result in loss or damage to your property, personal injury or even death. Knowing this to be the case, if you choose to come onto GVWA land or participate in any of the activities offered you do so entirely at your own risk and to the extent permitted by law, you release and indemnify GVWA and its officers, employees, agents and contractors from and against any claim or liability of any nature in relation to injury or death, from you or any third party which might arise from entry to, participation in, any of the activities occurring at GVWA by you and any accompanying persons and/or minors regardless of how the damage, injury or death is sustained or caused.

3. You may be denied entry into, or removed from, an event where GVWA feels they have reasonable grounds to do so, including if you breach these Terms and Conditions, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event by others.

4. If you arrive late, you may not be admitted if the event attendance has reached capacity.

5. You may be required to submit to a search of your person and/or possessions before entering the event.

6. GVWA will employ a photographer and videographer on the days of the festival. If you do not consent to photos being taken of your/your child, it is your responsibility to advise the photographer/videographer accordingly. By purchasing a ticket to the festival you hereby 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.

Authenticity and validity of tickets

1. Entry to an event may be refused if the authenticity or validity of a ticket is questionable, 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.

Collection and delivery of tickets

1. 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 discretion.

2. Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and at the event.

Limitations on number of tickets purchased

1. 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 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.

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.

Customer Errors

1. If an error on your behalf 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.

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>

Glenworth Valley Wilderness Adventures Online Terms of Use and Privacy Policy
<https://glenworth.com.au/terms-conditions-privacy/>

GVWA Australia Privacy Policy is incorporated into these Terms and Conditions and applies to all ticket sales.

General

The term “including” when used in these Terms and Conditions is not a term of limitation.

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.