



### **Entry Terms and Conditions (Summary)**

1. Each Ticket Holder has accepted the Terms and Conditions ("T's and C's") to attend the 2018 Polo Classic Newcastle Event ("the Event").
2. Tickets are non-transferable and non-refundable except as provided in the T's and C's.
3. Each Ticket Holder attends the Event and the venue at which the Event is to take place ("the Venue") at his / her own risk absolutely.
4. The T's and C's are subject to change.
5. Children have limited access to the Event and the Venue.
6. No dogs or other pets are permitted at the Venue.
7. No flammable or inflammable liquids or solids are allowed at the Event or the Venue.
8. Strict indemnities and releases from all claims are in place in favour of the Sellers as defined in the T's and C's.
9. Smoking only allowed in designated smoking area.

### **Terms and Conditions**

These Terms and Conditions ("T's and C's") govern all tickets purchased to attend the 2018 Polo Classic Newcastle Event ("the Event") including cabana package tickets. Before proceeding with a purchase, the prospective purchaser of a ticket to the Event must carefully read these T's and C's, and, if unsure as to their meaning and application, seek legal advice. By purchasing a ticket to the Event, the prospective purchaser agrees with these T's and C's and becomes a ticket holder ("the Ticket Holder"). The T's and C's will be printed in an abbreviated form on the tickets and in the case of any conflict between these T's and C's and the abbreviated form, these T's and C's will prevail. The promoter of the Event is Straight Arrow Productions Pty Ltd ABN 18624677112 ("the Promoter") and the official ticketing agent is Eventbrite AU Pty Ltd ABN 38167488593 ("Eventbrite"), and, the Promoter and Eventbrite are collectively referred to as "the Sellers". The Sellers may vary these T's and C's at any time and any variations become effective on the day immediately, after their publication on the website of Eventbrite. The conditions of entry to the venue for the Event ("the Venue") are incorporated into these T's and C's and apply to any ticket purchased. Tickets are only valid if purchased through [poloclassic.com.au](http://poloclassic.com.au) or Eventbrite [eventbrite.com.au](http://eventbrite.com.au) Bookings are subject to availability.

1. All prices quoted for tickets are in Australian dollars and include GST. Each ticket comes with a tax invoice. Prices are subject to change without notice. For this event, a one-off service and handling fee by Eventbrite per ticket applies on all purchases. Each Ticket Holder warrants that it has the authority to make payment for a ticket and that it owns or holds or has expression permission of the owner holder of a credit card or other payment facility used to purchase the ticket. Delivery of tickets via an email will only be made upon receipt of full payment.
2. The sale of any ticket is final and non-refundable except as outlined in condition 7 of these T's and C's. The Sellers reserve the right to not replace or accept any ticket that is lost, stolen, forgotten, damaged, defaced or tampered with.
3. **WARNING** - Polo is a dangerous sport and accidents can happen. A Ticket Holder must not enter onto the polo playing field unless invited to by the Promoter. There is a risk of an accident causing injury, death or property damage or economic loss in attending the Event and the Venue. Each Ticket Holder enters the Venue at their own risk. By attending the Event and / or the Venue, the Ticket Holder accepts the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Event and the Venue. This includes damage or loss caused by the acts of omissions of the Sellers, other Ticket Holders, visitors, guests, employees, animals and agents of the Sellers and the owner or licensee of the Venue.
4. The Ticket Holder assumes all risk associated with or incidental to attendance at the Event (which also includes assuming the risk of participation in any Event activities such as sponsor activations). To the extent permitted by law, the Ticket Holder waives all rights, claims and actions which the Ticket Holder has now or could have in the future against the Sellers, their directors, shareholders, partners, equity holders, officers, consultants, employees, agents, contractors and any other person or party involved in any way with the Event ("the Released Parties") from any personal injury, death (including wrongful death), property damage or loss of any nature whatsoever sustained by the Ticket Holder as a result of the Ticket Holder being transported to or from the Venue or attendance at the Event and / or the Venue with the exception of any gross negligence of the Released Parties and the Ticket Holder indemnifies and keeps indemnified the Released Parties in respect of any legal liability any of the Released Parties may have (whether under tort, statute, contract, negligence, equity or otherwise) to any third party for any personal injury, death (including wrongful death), property damage or loss of whatever nature, which arises from or out of the Ticket Holder's attendance at the Event and / or the Venue or the Ticket Holder's involvement or participation in any Event activities).
5. The Promoter reserves the right to change the format and content of the Event and the Venue and the Sellers will not be liable to any Ticket Holder for any loss or damage (including indirect or consequential damage) suffered as a result or arising from or in any way connected to cancellation, postponement or change to the Event or the Venue.

6. Subject to condition 7 of these T's and C's, payments made to the Sellers for tickets will not be refunded under any circumstances. For example, refunds will not be issued for the non-appearance of a player, a variation or cancellation of part of the program or activities, adverse weather or any circumstance beyond the reasonable control of the Sellers.
7. The Promoter will refund payments made by Ticket Holders for tickets only if the entire Event is cancelled and cannot be rescheduled or replaced with an alternative Event offering chosen by the Promoter in its absolute discretion.
8. Nothing in these T's and C's affects Ticket Holder's rights under the Schedule 2 to the Competition Act, 2010 (Cth) or similar legislation regarding consumer guarantees, implied conditions and warranties to the extent that such consumer guarantees, implied conditions or warranties cannot be excluded by law.
9. Marquee facilities and tickets to the Event must not, without the prior written consent of the Sellers, be offered for resale, resold or packaged or used for advertising, promotion or other commercial purposes or to enhance the demand for other goods or services, and, are non-transferable.
10. Corporate signage permitted to be located outside a non-sponsor cabana is restricted to the front fence identification sign supplied in the package by the Promoter.
11. Children are entitled to admission to the general admission precinct but not the VIP Polo Lounge, Chukka Polo Club, or in a Corporate Hospitality Cabana at the Venue and each Ticket Holder will be required to present, on demand, a valid photo ID.
12. The Promoter retains the right to refuse entry or access to the venue and eject patrons at any time without the obligation to provide any refund or compensation.
13. Underage drinkers, excessive drinkers, illegal drug users or patrons displaying antisocial behaviour may be ejected or dealt with by Event security and/or police.
14. Purchasers of marquee packages are required to use the Promoter appointed official suppliers. The Promoter's nominated on-site hiring company is the Event's exclusive on-site hiring company and no other hiring company will be permitted on-site. The Promoter's preferred caterers are the preferred Event caterers and no other unauthorised caterer will be permitted on-site. The Promoter's exclusive on-site security company is the Event's exclusive on-site security company and no other security company will be permitted on-site.
15. The following items cannot be brought into the Polo Classic VIP Polo Lounge, Chukka Polo Club, Corporate Polo Cabana's enclosure without prior written consent from the Promoter - food, eskys, cutlery, sharp knives, weapons of any kind, glassware of any kind (including perfume bottles), cans, aerosols and metal water bottles, bags larger than 20cm x 30cm, liquid of any kind, alcoholic beverages, tents, tables or market/cafe umbrellas, Illegal substances, drugs and the Ticket Holder irrevocably authorises the Sellers to confiscate (or destroy alcohol beverages or drugs), any items determined as dangerous by security or event staff, all such items without being liable to return or compensate a Ticket Holder for such confiscation or destruction. General Admission ticket holders are

NOT permitted to bring food items into the event, and are not permitted to bring eskys, cutlery, sharp knives, weapons of any kind, glassware of any kind (including perfume bottles), cans, aerosols and metal water bottles, bags larger than 20cm x 30cm, liquid of any kind, alcoholic beverages, tents, tables or market/cafe umbrellas, Illegal substances, drugs and the Ticket Holder irrevocably authorises the Sellers to confiscate (or destroy alcohol beverages or drugs) any items determined as dangerous by security or event staff, all such items without being liable to return or compensate a Ticket Holder for such confiscation or destruction. The following items can be brought into the Event for use in the general admission precinct only: picnic rugs. Ticket Holders and their property may be inspected for prohibited items on entry or during the Event. Tickets Holders found with prohibited items may be refused entry, ejected or have those items confiscated. Confiscated items will be donated to charity and will not be returned, replaced or reimbursed.

16. The Event site is an area of TOTAL FIRE BAN. A Ticket Holder must only smoke in the designated smoking area at the Venue. A Ticket Holder must not ignite or use fires and flames, or bring to or use at the Venue: bbq's, gas bottles or other flammable liquids or solids. Any Ticket Holder found doing so may be fined by the Fire Authorities and will be ejected from the Event and the items confiscated or destroyed without compensation.
17. Ticket Holders attending the Event acknowledge that their name, image and likeness is likely to be photographed or recorded in various forms of media not limited to video, audio and still recording ("the Images") and agrees that perpetual use may be made, free of charge of the Images and waives on an irrevocable basis all rights to object to such recording, printing and broadcasting of images in any media and grants a royalty free licence to the sellers to use the Ticket Holder's Image and likeness in relation to any marketing and advertising materials, in any live or recorded television or other media or in any form of reproduction associated in whole or part of the event. The use of professional photographic or recording equipment of any kind is not permitted, video and audio recording devices, including GoPros & drones (other than mobile phones) Professional still cameras (small cameras ARE allowed, that fit in your pocket are ok), unless otherwise expressly permitted by the sellers. Bags and possessions may be inspected prior to admission and such photographic or recording devices confiscated pending the conclusion of the Event.
18. The Ticket Holder consents to the collection, use, disclosure, handling, storage and processing of their personal information in accordance with the Polo Classic privacy policy ([www.poloclassic.com.au](http://www.poloclassic.com.au)) and such information will be used for the administration of the Event, and the promotion of the Event and until such a time as the Ticket Holder otherwise notifies the Sellers, each Ticket Holder consents to receiving future promotional and marketing material from the Sellers. This may include the disclosure of your personal information by the Sellers.

19. Dogs and other pets are not permitted in the polo Event precinct. Strictly no animals (with the exception of service or assistance animals, such as guide dogs)
  
20. No vehicular parking will be provided at the Venue, except by invitation of the Promoter. 2018 Polo Classic Newcastle [poloclassic.com.au](http://poloclassic.com.au). Ticketing for 2018 Polo Classic Newcastle will be on sale from Friday, 11th May 2018