

Horizon Festival 2023 - Terms and Conditions

Horizon Festival (“Event”) is managed by the Sunshine Coast Regional Council (ABN 37 876 973 913) of Omrah Ave Caloundra Queensland 4551 (“SCRC”) in conjunction with the event organiser. All tickets purchased to the Event are subject to the following conditions of sale and entry (“Conditions”). Terms of entry displayed at the Event venue may also govern the ticket holder’s admission.

Conditions

- 1) Horizon Festival’s refund policy: refunds can be accepted up to 7 days prior to an event. Some ticketed events are managed by external providers and may have their own refund policy apply, please take note when making your purchase.
Except to the extent permitted by the Competition and Consumer Act (Cth) 2010 and Fair Trading Act (Qld) 1989, tickets cannot be exchanged or refunded within 7 days of the event date. After this time, any request for refund may be declined and will be managed on a case-by-case basis and granted only for extreme circumstances. For any event that is cancelled or postponed by Horizon Festival, you are entitled to a refund under Consumer Law.
Enquiries related to refunds can be emailed to horizon@sunshinecoast.qld.gov.au.
- 2) Tickets remain the property of the event organiser and SCRC. SCRC and the event organiser reserve the right to confiscate tickets during the Event.
- 3) Tickets are not transferable on or during the day of the Event, must be retained at all times and produced if requested. A ticket holder requiring a pass-out must see SCRC or other onsite staff and present their valid Event ticket to regain entry.
- 4) SCRC or the event organiser reserves the right to refuse entry to, or remove from the Event, any person: who is underage - if the event is for people over the age of 18; under the influence of drugs or alcohol; who is disorderly; engaged in offensive or inappropriate behaviour, or vandalism; who evades legal admission to the Event; carrying prohibited items on their person; or with reasonable cause in its absolute discretion.
- 5) SCRC or the event organiser may vary or replace the Conditions at any time without notice.
- 6) SCRC or the event organiser reserves the right to add, withdraw or substitute any talent, performer, act or activity associated with the Event, vary programming, seating arrangements, audience capacity and gate opening and closing times.
- 7) If the Event is cancelled for any reason, SCRC or the event organiser assumes no obligation to arrange a substitute event, performance or service. Nor does the SCRC or the event organiser assume any obligation to issue a refund for the event, performance or service.
- 8) A ticket holder may not make, reproduce or use any form of still or moving picture or any sound recording (“Footage”) of the Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose, without the consent of the SCRC or the event organiser, and will, if requested, assign all rights in Footage to SCRC or its nominees.

- 9) The ticket holder may not, without prior written consent of SCRC or the event organiser, bring any of the following to the Event; alcohol, glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); any seal-broken beverage container; drink coolers or ice boxes; any structure or item capable of supporting the weight of a person including chairs, lounges, benches or stools (excluding prams and strollers or unless expressly permitted by SCRC or the Event Organiser) animals; musical instruments; weapons of any kind; fireworks; signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos; or any item which could reasonably be deemed to cause public nuisance or offence to the Event patrons.
- 10) SCRC or the event organiser reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the Event.
- 11) Smoking and use of e-cigarettes and vapes are not permitted at the Event other than in designated smoking areas.
- 12) The ticket holder brings personal property to the Event at its own risk. SCRC or the event organiser will not be liable for loss of, or damage to, personal property.
- 13) Where concession or companion cards apply to the purchase of tickets, valid proof of identity must be presented for collection of tickets and entry to the Event. Student discounts and concession only apply to full-time students.
- 14) At all ages events children aged 12 years and under must be in the care, custody and control of at least one adult ticket holder 18 years and over at all times during the Event.
- 15) All Event communication will be made via email or SMS. The ticket holder must provide a valid email address and mobile phone number at the time of purchase and advise the SCRC or event organiser of any change.
- 16) SCRC or the event organiser will make reasonable endeavours to communicate with the ticket holder about the Event but does not warrant that it will be able to communicate with all or any ticket holders about a particular matter, or that such communication will be timely, accurate or free from error.
- 17) Nothing in these Conditions is intended to exclude, restrict or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified;
- 18) Where relevant, the ticket holder and any third party who purchases a ticket on behalf of the ticket holder (the "Third Party") each warrant that the Third Party has the ticket holder's full authority to act as the ticket holder's agent for the purposes of purchasing the ticket and accepting the Conditions.
- 19) The ticket holder releases and indemnifies SCRC, the Event organisers, promoters, sponsor organisations, land owners and lessees, their respective servants, officials, representatives and agents (collectively "Associated Entities") against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted or omitted to be done by the ticket holder in relation to the Event;

- 20) Ticket holders acknowledge that by purchasing (free or paid) tickets, SCRC or Horizon Festival, or the event organiser collects and uses ticket holder's personal information in accordance with its Information Privacy Policy Statement available on its website; <http://www.sunshinecoast.qld.gov.au>. Without limitation, SCRC or Horizon Festival, or the event organiser may use or disclose ticket holder's personal information to Associated Entities to conduct the Event in a safe and effective manner, conduct surveys, for future marketing and promotional activities and also to enable sponsor organisations to benefit from their sponsorship of the Event.
- 21) The ticket holder expressly consents to the recording and use of its image and/or voice ("Likeness") for the purposes of worldwide commercial exploitation of its Likeness by SCRC or any entity or person authorized by SCRC, in any form SCRC may decide or approve and without any payment or compensation to the ticket holder. The recording of the ticket holder's Likeness may be undertaken using a variety of methods, including but not limited to television cameras, recording devices and photography.
- 22) These Conditions are governed by, and are to be construed in accordance with, the laws of Queensland and the parties to these Conditions irrevocably submit to the exclusive jurisdiction of the courts of Queensland.
- 23) These Conditions, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 24) A provision or part of a provision of these Conditions that is illegal or unenforceable may be severed from and the remaining provision or parts of the provisions of these Conditions continue in force.
- 25) Acceptance of these Conditions is indicated by the ticket holder's purchase of a ticket and/or entry to the Event.