

2018 SOUTH AUSTRALIAN VISITOR INFORMATION CENTRE CONFERENCE

TERMS AND CONDITIONS OF SALE AND ENTRY

1. Tickets are sold or issued by the South Australian Tourism Commission, a body corporate pursuant to the *South Australian Tourism Commission Act 1993* (SA) (ABN: 80 485 623 691) of Level 3 Tower 2 121 – 125 King William Street, Adelaide South Australia 5000 (“SATC”), who is managing, producing, promoting, presenting or otherwise providing the event for which the ticket is sold or issued.
2. These Terms and Conditions bind SATC and you from the date SATC sends a booking confirmation to you.
3. Tickets are only valid if purchased through SATC.
4. Ticket sales may be limited to a specified number of tickets. SATC may cancel or refuse to accept orders which it believes are placed more than any such limits.
5. Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as required by law (including the Australian Consumer Law).
6. Bookings are subject to availability.
7. You must pay the total price up-front in full as set out in the event registration form. SATC will provide an invoice to you for the total price. You must make payment of an invoice by the due date for payment specified in the invoice.
8. All prices quoted are in Australian dollars and include GST.
9. Prices are subject to change without notice.
10. A transaction fee may apply to your ticket purchase. You will be notified of the applicable fee prior to purchase.
11. You warrant that you have the authority to make payment for your ticket and that you own/hold or have express permission of the owner/holder of the payment facility used to purchase the ticket.
12. Delivery of tickets will only be made upon receipt of full payment. Where applicable, you may request delivery of your ticket by post, to self-print an e-ticket or to collect your ticket from the venue. Postage and handling fees may apply.
13. If you elect to self-print an e-ticket, then:
 - a) in the event that a duplicate copy of this ticket appears, the SATC reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the venue; and
 - b) you are responsible for printing the ticket and the SATC and the venue reserve the right to charge an administration fee if a replacement ticket needs to be issued.
14. Where tickets are lost, stolen, misplaced or destroyed, SATC may charge an administration fee to issue replacement tickets and may require proof of identity and purchase, prior to issuing a replacement ticket.
15. Attendance at the event and the right of admission is reserved by the venue and the SATC.
16. By attending an event, you agree to the venue’s conditions of entry.
17. The use of photographic or recording devices of any kind is not permitted, unless otherwise expressly permitted by the venue or SATC.
18. You acknowledge that SATC and third parties authorised by SATC may make, create, store, record, transmit, reproduce or use recordings and images or any likenesses at or in relation to the event (including, without limitation, of event patrons). Any person who, at any time, holds or purchases or otherwise acquires a ticket to enter the event, grants the SATC and third parties authorised by it, permission to use any recordings, images or likenesses of them in any media world-wide and for any purpose without identification, compensation or payment of any kind.
19. Bags and possessions may be inspected prior to admission.
20. You may be refused entry or required to leave the venue if you do not comply with the venue’s conditions of entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).
21. The SATC may add, withdraw or vary advertised programs, venue, seating arrangements or venue capacity. Tickets will not be exchanged or refunded because of these changes, except as required by law (including the Australian Consumer Law).
22. If an event is cancelled, rescheduled or significantly relocated, SATC will attempt to notify ticket holders of the cancellation, rescheduling or relocation. However, SATC does not

- guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event.
23. You may be entitled at law to a refund where the event is cancelled, rescheduled or significantly relocated. To the extent permitted by law (including the Australian Consumer Law), the SATC will not reimburse you for auxiliary expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by you in connection with your attendance or non-attendance at an event. The SATC recommends that you obtain ticket and/or travel insurance for those expenses where available.
 24. To the extent permitted by law (including the Australian Consumer Law), the SATC is not liable to refund to you any amount beyond the face value of the ticket plus any transaction fee.
 25. Tickets must not be resold or offered for resale at a premium or packaged, resold or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without SATC's prior written consent. If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.
 26. The SATC may provide you with access to third-party services over which SATC neither monitors nor has any control nor input. You acknowledge and agree that the SATC provides access to such services "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. The SATC shall have no liability whatsoever arising from or relating to your use of third-party services. Any use by you of third-party services offered is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which services are provided by the relevant third-party provider(s).
 27. Third-party links on ticket orders may direct you to third-party websites that are not affiliated with the SATC. The SATC is not responsible for examining or evaluating the content or accuracy of third-party websites and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other products or services of third-parties.
 28. The SATC is not liable for any harm or damages related to the purchase or use of goods, services or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.
 29. You enter the venue at your own risk.
 30. You understand that attendance at any event and/or the venue may carry with it certain dangers, including the risk of injury and damage to you or your property.
 31. By attending the event and/or the venue, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the venue. This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, guests, and the employees and agents of the venue and the SATC.
 32. To the extent permitted by law (including the Australian Consumer Law), the SATC is not liable to you for any loss, damage, injury, delays, additional expenses or inconvenience arising because of your attendance or non-attendance at the venue and/or the event. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of the SATC is limited to the minimum permitted by law.
 33.
 - a) SATC may disclose these Terms and Conditions, information in relation to the event registration and/or booking confirmation in either printed or electronic form and either generally to the public or to a person because of a specific request. Nothing in this clause derogates from: (a) your obligations under any provisions of these Terms and Conditions; or (b) the provisions of the *Freedom of Information Act 1991* (SA).
 - b) You acknowledge that the SATC may use any personal information received by the SATC in accordance with the SATC Privacy Statement (available at <http://tourism.sa.gov.au/privacy-statement>) which details how the SATC uses and discloses personal information, how you can access and/or correct your personal information, and how you can make a complaint about the SATC's use or disclosure of personal information.

- c) Clauses 19, 32, 33, and 34 to apply after termination or expiration of these Terms and Conditions.
- d) Any provision of these Terms and Conditions which is prohibited or unenforceable in any jurisdiction is ineffective only to the extent of the prohibition or unenforceability.
- e) No failure to exercise nor any delay in exercising any right, power or remedy by SATC operates as a waiver.
- f) SATC reserves the right to modify or amend these Terms and Conditions, in whole or in part, at any time without notice.
- g) These Terms and Conditions will be governed by and construed in accordance with the laws of South Australia, and the parties submit to the exclusive jurisdiction of the courts of that State.
- h) Nothing in these Terms and Conditions derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).