

Tasting Australia – Associated Events Conditions of Sale and Entry

The Tasting Australia wine and food festival includes events initiated, planned, executed, controlled, and closed by: (a) the South Australian Tourism Commission (“**SATC**”) (ABN 80 485 623 691) of Level 9 250 Victoria Square/Tarntanyangga, Adelaide South Australia 5000 (“**Managed Event(s)**”); and (b) third party event managers (“**Associated Event(s)**”). Associated Events are independently and constitute the majority of the Tasting Australia program.

All tickets purchased to an Associated Event are subject to the following conditions of sale and entry (“**Conditions**”). Terms of entry displayed at the Associated Event venue may also govern the ticket holder’s admission.

Conditions

1. All tickets to an Associated Event are subject to terms and conditions imposed by a third-party event manager, some of which may limit or exclude liability.
2. The Associated Event ticket holder releases and indemnifies SATC, the Crown in Right of the State of South Australia, and officers, employees, agents and contractors of SATC (collectively “**Related Entities**”) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Related Entities arising out of any act, matter or thing done, permitted or omitted to be done by the ticket holder in relation to the Associated Event.
3. Except to the extent permitted by the *Competition and Consumer Act 2010* (Cth) and *Fair Trading Act 1987* (SA), tickets cannot be exchanged or refunded after purchase.
4. Tickets remain the property of SATC.
5. If the Associated Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event, performance or service.
6. 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 Associated Event. Student discounts and concessions only apply to full-time students.
7. All Associated Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise SATC (tastingaustralia@sa.gov.au) of any change.
8. SATC will make reasonable endeavours to communicate with the ticket holder about the Associated Event but does not warrant that it will be able to communicate with all or any ticket holders about a matter, or that such communication will be timely, accurate or free from error.
9. 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.
10. 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.
11. The SATC requires ticket holder’s personal information for the purposes of: (a) catering for Event patrons; (b) sending ticket holders customer service emails including Event confirmations and reminders; (c) conducting market research and analysis that helps the SATC improve and customise its products and services (d) preventing or detecting unlawful behaviour, to protect or enforce the SATC’s legal rights or as otherwise permitted by law; (e) ensuring the security of the SATC’s and the SATC’s supplier operations; (f) creating a profile about a ticket holder to help the SATC personalise its services to a ticket holder if the ticket holder has consented to SATC marketing; (g) sharing that

personal information with: (i) third parties who supply goods and services: (A) on which the SATC's products and systems are built; or (B) so that they can run the SATC's event and for other reasons described in their privacy policies, (ii) government departments, agencies or other authorised bodies where permitted or required by law. The SATC will manage a ticket holder's personal information pursuant to the SATC's consumer information Privacy Policy Statement which can be found here <https://tourism.sa.gov.au/privacy-statement>. The Privacy Policy Statement sets out how the SATC collects, holds, uses, and discloses personal information in relation to a ticket holder for the purposes listed above.

12. The ticket holder expressly consents to the recording and use of his/her image and/or voice ("**Likeness**") for the purposes of worldwide commercial exploitation of his/her Likeness by SATC or any entity or person authorized by SATC, in any form SATC 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 by television cameras and photography.

13. These Conditions are governed by, and are to be construed in accordance with, the laws of South Australia and the parties to these Conditions irrevocably submit to the exclusive jurisdiction of the courts of South Australia.

14. 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.

15. 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.

16. Acceptance of these Conditions is indicated by the ticket holder's purchase of and/or entry to the Associated Event.