

Tasting Australia – Associated Events Conditions of Sale and Entry

The Tasting Australia wine and food festival includes events organised by: (a) the South Australian Tourism Commission (“**SATC**”) (ABN 80 485 623 691), a statutory corporation established pursuant to the *South Australian Tourism Commission Act 1993* (SA), of Level 9 250 Victoria Square/Tarntanyangga, Adelaide SA 5000 (“**Managed Event(s)**”); and (b) third party event managers (“**Associated Event(s)**”). Associated Events represent most 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. A third-party event manager may, at its discretion, require any ticket holder to be 18 years of age or over, or if a ticket holder is under the age of 18, require that that person be accompanied by a parent or legal guardian who complies with clause 3 below.
3. The SATC and or a third-party event manager may, at its discretion, require any ticket holder attending an Associated Event that is eligible for vaccination in accordance with SA Health guidelines to have received at least 2 doses of a vaccine for COVID-19 as approved by the Australian Therapeutic Goods Administration or hold a valid medical exemption certificate signed by a legally qualified medical practitioner. On request by SATC or third-party event manager staff or other appropriate person/s, ticket holders will be required to show valid proof of vaccination being a COVID-19 digital certificate issued by the Australian Government bearing their name, or proof of a valid medical exemption.
4. By attending the Associated Event, all ticket holders are acknowledging their consent to, and agreement to abide by, the safety protocols that have been adopted by SATC or third-party event managers for the Associated Event, which may include (but need not be limited to) the wearing of face coverings, adopting physical distancing wherever possible, pass outs where there is intent to leave the Associated Event and then return, and non-invasive proof of COVID-19 vaccination status or exemption from vaccination status (“**Event Safety Protocol/s**”).
5. Failure to comply with any Event Safety Protocol/s could result in a person being asked to leave the Associated Event. The SATC and or the third-party event manager reserves the right to refuse entry to any person that refuses to comply with any Event Safety Protocol/s or is unable or unwilling to provide evidence of vaccination against COVID-19 or a valid medical exemption.
6. The Event Safety Protocols are intended to minimise the risk of contracting COVID-19 but this risk cannot be completely eradicated. By purchasing a ticket for the Associated Event, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present, and that you voluntarily assume all risks related to exposure to COVID-19 and agree not to hold SATC, SATC’s sponsor organisations, contractors, landowners and lessees or any of their affiliates, directors, officers, employees, agents, contractors or volunteers liable for any illness or injury. Anyone attending the Associated Event acknowledges that they do so at their own risk.
7. Ticket holders will be required to show valid proof of vaccination or medical exemption on request.
8. 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.
9. 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.

10. Tickets remain the property of SATC.
11. If the Associated Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event, performance, or service.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Acceptance of these Conditions is indicated by the ticket holder's purchase of and/or entry to the Associated Event.