

Event Terms & Conditions

The terms and conditions set out below constitute a binding agreement between Lincoln University Students' Association of George Forbes Building Ground Floor, Lincoln University, Lincoln, New Zealand ("**Promoter**") and the person holding or using a ticket ("**Event Ticket**") to the event Garden Party ("**Event**") at Rugby Field, Lincoln University ("**Venue**") irrespective of whether the ticket was purchased by the person holding or using the Event Ticket ("**you**" or "**your**"). These terms and conditions should be read in conjunction with all statements and directives shown or displayed on your ticket, on-site at the Event, on the Promoter's website and social media pages, or otherwise communicated by the Promoter from time to time (together, the "**Event Terms**").

"**Event Staff**" includes the Promoter's directors, partners, officers, employees, contractors, agents, volunteers, as well as any Venue staff.

These terms and conditions may be subject to change at any time, without notification from Lincoln University Students' Association.

1. Purchase of Tickets

1.1 The Promoter uses the ticketing platform Flicket as an intermediary to sell Event Tickets. No other ticketing company is authorised to sell Event Tickets. Ticket sales may be subject to the terms and conditions of third party payment platforms, and you are solely responsible for paying any and all booking fees and charges in connection with the sale, including but not limited to transaction and processing fees (which for the avoidance of doubt are additional to the advertised ticket price).

1.2 The Promoter uses the third party re-sale ticketing platform Flicket as an intermediary to process the re-sale of existing valid Event Tickets. Ticket re-sale may be subject to the terms and conditions of third party payment platforms, and you are solely responsible for paying any all additional booking fees and charges in connection with the re-sale, including but not limited to transaction and processing fees.

1.3 Event Tickets may not, without the prior written consent of Promoter, be re-sold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purpose (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If an Event Ticket is sold or offered for re-sale or used in breach of this condition, the Event Ticket will be invalid and the holder of the Event Ticket may be refused admission or evicted from the Event.

1.4 The Promoter reserves the right to enforce any limit on the number of Event Tickets that can be purchased by any one person, and any Event Tickets obtained above such limited by any one person will be invalid.

1.5 All orders are final. No refunds or exchanges will be issued in any circumstances, except for in the case of a force majeure ("Act of God") cancellation of the Event.

2. Conditions of Entry to the Event

Tickets

2.1 Entry to the Event will be granted upon presentation of a valid Event Ticket at the Venue.

2.2 Event Tickets, or any other entry pass provided by the Promoter in exchange for Event Tickets (e.g. Wristbands) must be treated like cash. Event Tickets and/or entry passes that are lost, stolen, destroyed, tampered with, defaced, or damaged will be rendered invalid and will not be refunded or replaced, except as required by law or where the Event Terms provide otherwise. Any person found without a valid Entry Ticket or entry pass may be evicted from the Event by the Promoter or Event Staff.

2.3 You are responsible for checking all information provided at the time of purchase. Event Tickets will have your name printed on them and will be registered to your name. Upon entry to the Event, Event Staff will check your photographic identification documents, being either a valid Hospitality New Zealand 18+ Card (HANZ Card / Kiwi Access Card), New Zealand driver's licence, or a New Zealand or foreign passport ("**Photo ID**"), to ensure the name on your Photo ID matches the name on, or registered to, your Event Ticket. If the name on, or registered to, your Event Ticket does not match the name on your Photo ID, your Event Ticket will be invalid and you will be refused entry to the Event. The name on your Event Ticket, or the name to which your Event Ticket is registered, may be changed by Flicket only. Please note changes may be subject to payment by you of any applicable fees charged by the Promoter or their Ticket Merchant.

2.4 If you present an Event Ticket for which the name on, or is registered to, does not match the name on your Photo ID, you may be refused entry to the event and will not be refunded. At the discretion of event staff, you may be offered a 'change of name' service for a fee of \$10.

2.5 If an Express Entry Process is put in place for the event, you may be invited to exchange your Event Ticket for a wristband in advance of the event at a location and time specified by the Promoter. This will require you to present Photo ID for proof of age and name or registration checks. If you choose to utilise this option, you will be eligible for Express Entry at the Event. Express Entry at the Event will be subject to intoxication screening, and searching of you and/or your possessions. If deemed by Event Staff to be in breach of these terms and conditions at the point of entry to the Event you may be refused entry, regardless of your wristband.

2.6 Any complimentary Event Ticket provided by the Promoter may not, without the prior written consent of the Promoter in each instance, be sold, transferred or used by anyone other than the person whose name is on the Event Ticket or to which the Event Ticket is registered.

2.7 Unless otherwise provided for in these Event Terms or required by law, Event Tickets are not exchangeable or redeemable for any other event, or any other consideration, monetary or otherwise.

Minimum Age

2.8 Garden Party is an R18 Event. You must provide Photo ID to the satisfaction of the Promoter and/or Event Staff to verify that you are the Minimum Age. You may be required to provide Photo ID at various times during the event.

Consent to Search

2.9 It is a condition of entry to the Event that a search of you and/or your possessions be conducted at the time of entry to the Venue and at other times if requested by the Promoter or Event Staff. This may include, but is not limited to, bag checks, pat downs, metal detector tests and drug detection tests. If you do not consent to such searches, you may be denied entry to the Venue, or evicted from the Event.

3. Compliance with Laws and Directions

3.1 You must follow all reasonable directions of the Promoter and Event Staff, including but not limited to security, bar and traffic management personnel and directions conveyed on signage at the Event, and comply with all applicable laws (including regulations) at all times during the Event (including but not limited to liquor licensing, smoking laws and physical distancing orders in force at the time of the Event).

3.2 The Promoter may authorise or instruct, in it's absolute discretion, Event Staff to carry out or perform any of the obligations or functions of the Promoter in connection with the Event.

3.3 In the case of an emergency or serious injury, you must follow all official directions of or authorised by the Promoter, security staff and emergency services personnel.

4. Refusal of Entry or Eviction from the Event

4.1 The Promoter reserves the right to, and to authorise or instruct Event Staff, to refuse entry or evict any person from the Event Site that:

- Fails to comply with the Event Terms;
- Is not of the Minimum Age;
- Is unable to provide valid and current Photo ID;
- Appears to be unwell or is showing symptoms of a contagious disease;
- Engages in any illegal activity or behaviour or any activity or behaviour deemed in the Promoter's absolute discretion to be unsafe, disorderly or antisocial, including without limitation being intoxicated or affected by alcohol or drugs;
- Crowd surfing, moshing or stage diving;
- Entering non-public or designated no access areas of the Venue or access of the Venue to which your Event Ticket does not permit access;
- Climbing the staging, rigging or other structures at the Venue;
- Causing damage to property or goods at the Venue;
- Acting in a violent, threatening, inappropriate, abusive, aggressive, sexist, racist or discriminatory manner;
- Or for any other reason in the Promoter's absolute discretion.

4.2 Being deemed intoxicated or under the influence of drugs will result in refusal of entry or immediate removal from the Event.

5. Prohibited Items

5.1 The Promoter and Event Staff may confiscate any Prohibited Items or any other items which the Promoter, in its absolute discretion, considers may be used in an illegal, unsafe, antisocial or offensive manner. Confiscated items will not be returned, replaced or reimbursed.

5.2 "Prohibited Items" include, without limitation;

- Alcohol;
- Illicit drugs;
- Costumes deemed offensive in any way;
- Props that can be used to conceal contraband materials;
- Knives;
- Weapons;
- Fireworks and other explosives;
- Glass (including glass perfume and cologne bottles);
- Portable BBQs;
- Camp chairs;
- Umbrellas;
- Compressed gas containers;
- Fires or open flames of any kind;
- Political, religious, offensive or race-related banners, signs, slogans or materials;
- Gang patches, symbols and paraphernalia
- Flares;
- Air horns;
- Sound amplifiers including loudhailers;
- Toy guns or water pistols;
- Smoke bombs and flag sticks;
- Commercial standard recording devices;
- Drones;
- Dogs or other pets;
- Laser pointers;
- Skateboards, roller blades, scooters or bicycles;
- Items that may interfere with the enjoyment, comfort or safety of other persons and security at the Venue.

5.3 If you have any medical or mobility equipment necessary for your health that may otherwise be considered a Prohibited Item, please bring this to the attention of the Promoter or Event Staff prior to entry to the Event.

6. Photographing and/or recording of the Event

6.1 Personal digital cameras (including smartphones) are permitted at the Event, but professional photography equipment (including, but not limited to telephoto lenses, any lens over 20cm or any detachable lens) is not permitted at the Event without media accreditation issued by the Promoter. The Promoter shall determine in its absolute discretion, whether photography equipment is considered to be professional photography equipment. Photos of artists, musicians and/or the Event are permitted only on the basis that images are only used for private and personal use; and are not made available for sale and/or public display.

6.2 Recording or filming the Event is strictly prohibited. The Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photographs created by unauthorised or prohibited recording, filming or photography, and to evict any person from the Event found to be recording or filming in contravention of this clause.

7. Recording and Photographing of the Event by Promoter

7.1 You consent to being included in any audio recordings, audio-visual recordings and photographs of the Event created by, at the direction of, or with the authority of the Promoter ("**Materials**"). In the event that you hold any rights in the Materials, without any fee or compensation payable to you, you irrevocably assign to the Promoter any and all benefit, right, title and interest in and to the Materials owned,

controlled or created by you for the Promoter to hold and exploit in any context in any and all media now known or later devised absolutely, in perpetuity, throughout the world (including for advertising, marketing and promotional purposes whether in respect of the Promoter or third parties), free from any claims whatsoever from you. You waive all moral or other similar rights in respect of your performance or participation in the Materials that you may be entitled to under the laws of any jurisdiction throughout the world in perpetuity. To the extent that the foregoing waiver is not enforceable in any such jurisdiction, you unconditionally and irrevocably consent, for the benefit of everyone throughout the world, to the Promoter, its licensees and assignees doing or authorising the doing of any act or making or authorising the making of any omission which may infringe your moral rights in respect of the Materials.

8. Alcohol, Smoking, Drugs and Illicit Substances

8.1 The Event is fully licensed. You must not bring alcohol into the Venue. Only alcohol purchased from bars at the Event may be consumed at the Venue. You must be aged 18 years or over to purchase and/or consume alcohol and you must provide Photo ID to verify that you are aged 18 years or over in order to purchase alcohol. If you are found supplying or buying alcohol for any person under 18 years of age you will be evicted from the Event and the Promoter may report your conduct to the police.

8.2 The Promoter may make available designated smoking areas in their sole discretion. Smoking is only permitted in designated smoking areas. Any person found smoking at the Event (other than in a designated smoking area) may be evicted from the Event.

8.3 If you are found supplying illicit drugs or illegal substances by the Promoter or Event Staff, you will be evicted from the Event and the Promoter may notify the police.

8.4 KnowYourStuff will be onsite during the event providing a voluntary drug checking service. We do not condone or support the use of illicit drugs or illegal substances, however we acknowledge our host responsibility to support harm reduction and patron wellbeing. Any person who chooses to use this service will not be referred to police by the Promoter or Service Provider.

9. Clothing, footwear, and signage

9.1 Appropriate clothing and footwear must be worn at all times at the Venue. Any person wearing clothing items which pose a safety threat or may otherwise cause offense, in the Promoter's sole discretion, may be refused entry or evicted from the Event.

9.2 You are not permitted to display any trading signs at the Event Site without prior written consent of Promoter.

9.3 Due to the noise levels at the Event Site, the Promoter recommends that you wear ear plugs at all appropriate times during the Event.

10. Conduct during the Event

Movement around the Venue

10.1 You must take reasonable care when moving around, or traversing, the Venue. You must move (whether on foot, in a wheelchair or otherwise) in an orderly fashion, in accordance with the directions of the Promoter and Event Staff, and you must not do anything that may hinder, or prevent, the safe passage of other patrons or Event Staff at the Venue or the surrounding areas (including entering and exiting the Venue). Where maps of the Venue are made available by the Promoter, you should familiarise yourself with the layout of the Venue, including the location of any emergency exits, to assist with moving around the Venue safely in the event of an emergency.

10.2 The Promoter will endeavour to make the Venue accessible for those using wheelchairs, mobility scooters or with a disability; however you acknowledge that the Venue has pre-existing natural terrain and pre-existing structures and facilities, and in some cases it may be impossible, impractical, unsafe or contrary to building laws or regulations to make all areas of the Venue accessible for all patrons. By purchasing an Event Ticket, you acknowledge and understand that some public areas of the Venue may not be accessible by all patrons. If you have any concerns about the accessibility of the Venue, please contact the Promoter prior to the Event for more information.

Injury or illness

10.3 In the event of injury or illness the Promoter or Event Staff may, at your expense, arrange medical

treatment and/or emergency evacuation as deemed necessary or advisable (in the opinion of the Promoter or Event Staff) for your health and safety, or for the health and safety of other persons at the Event.

Environment and facilities

10.4 Please be respectful of the environment and place any litter in the recycle or other bins provided around the Venue. You must not damage, improperly use or tamper with any property or facility at the Venue, or intentionally or recklessly cause any damage or interference to plants or animals at the Venue or in the area surrounding the Venue.

11. Weather conditions

11.1 The Event is an all weather event and will take place rain, hail or shine (unless the Promoter determines otherwise in its absolute discretion). You should be prepared for all weather conditions.

12. Leaving the Event Site

12.1 At the conclusion of the Event, you must remove all of your belongings, rubbish, recycling and vehicles. The Promoter will not be responsible for any of your property left at the Venue and the Promoter may discard, sell or donate to charity any property left at the Venue following the conclusion of the Event.

12.2 If the Promoter wishes to, they may hold "Lost Property" deemed valuable and handed in to the designated Lost Property area for one (1) week following the conclusion of the event. It will be your responsibility to contact the Promoter in order to arrange collection of your property. If not collected within the specified time frame, all remaining Lost Property will be discarded, sold or donated.

13. Refund and Cancellation Policy

13.1 The Promoter reserves the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, the entry and exit times, the amenities, the facilities, the attractions, and the entertainment at its discretion without prior notification.

13.2 Except where required by law, there will be no refund of any Event Tickets or for any unused portion of an Event Ticket. This includes but is not limited to where there has been a variation to the Event, if you are refused entry to or evicted from the Venue by the Promoter or Event Staff in accordance with the Event Terms, if you fail to attend the Event, if you arrive after the commencement of the Event, or if you leave the Venue prior to the conclusion of the Event.

13.3 If the Event cannot take place (in whole or in part) due to an event, circumstance, or situation outside of the Promoter's reasonable control (including but not limited to any act of God, natural disaster, fire, flood, council or government sanction or order, actions or decisions of police or other authorities, act of terrorism, war or industrial action, or cancellation by the Venue owner, lessee or controller) ("**Force Majeure Event**") then the Promoter may, at their sole discretion:

(a) The Promoter may reschedule the Event to a new date within twelve (12) months of the original Event date. Your ticket will automatically remain valid for the rescheduled Event. If the Promoter reschedules the Event and you are unable to attend on the new date, you may request a refund of the ticket face value (less reasonable booking or transaction fees) by providing written notice to the Promoter within thirty (30) days of the postponement announcement.

(b) If the Event is cancelled due to a Force Majeure Event and cannot be rescheduled within twelve (12) months, the Promoter will issue a full refund of the ticket face value to all ticket holders (less any non-refundable third-party booking or ticketing service fees).

13.4 The parties acknowledge that public health events, epidemics, pandemics, and communicable disease outbreaks (including COVID-19 and its variants, as well as any novel pathogens) may impact the Event. Where it becomes illegal, impossible, or unreasonably impractical for the Event to take place due to any such health event, or as a result of any government order, public health restriction, or emergency declaration, it shall be treated as a Force Majeure Event in accordance with clause 13.3, regardless of whether the risk of such event was reasonably foreseeable at the time of ticket purchase.

14. Voluntary Assumption of Risk

14.1 Entry to the Venue is at your own risk. You understand that your attendance at the Event may carry with it certain dangers, including the risk of injury and damage to you and your property. By attending the Event and entering 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 Event.

14.2 You shall be responsible for the safety and security of all your belongings brought into the Venue. The Promoter accepts no responsibility for any loss, damage or theft of or to your possessions or property at the Event.

15. Release and Indemnity

15.1 The Event is provided 'as is' and to the extent permissible by law, the Promoter makes no warranties or representations regarding the suitability of the Event, and any photos of past events used in connection with the promotion and marketing of the Event are illustrative only and should not be relied upon as an accurate description of the Event. Notwithstanding, if any person claims that the Promoter has breached a term, condition, warranty, statement, or assurance which cannot be excluded by these Event Terms, to the maximum extent permitted by law, the Promoter's entire liability and that person's exclusive remedy is limited to a refund of the advertised retail price of the Event Ticket (less fees charged by any Ticket Merchant).

15.2 Subject to the preceding clause and to the maximum extent permitted by law, the Promoter; Event Staff; the owners, lessees and controllers of the Venue; and the respective members, directors, officers, employees, volunteers, contractors, agents or related entities of the aforementioned ("**Released Parties**") are not responsible for and exclude all liability for any loss, damage, personal injury, death (even if the Promoter has been advised of the possibility of such loss or damage, or the possibility of such loss or damage was otherwise foreseeable); whether direct, indirect, special or consequential; and whether or not under the Promoter's reasonable control; arising in any way out of A) the performance or non-performance by the Promoter of any part or whole of these Event Terms (including any liability under contract or tort) or B) your purchase of an Event Ticket and/or attendance at the Event; including but not limited to (i) damage to your or any other person's computer or device resulting from purchase of an Event Ticket (ii) any theft, loss or damage to your property (including motor vehicles) at the Event (iii) any variation to the Event as stated in these Event Terms; (iv) your choice to consume any alcoholic beverages or participate in any activities at the Event; (v) any other loss or damage caused by your negligence or the unforeseeable actions of other patrons.

15.3 Notwithstanding anything else in these Event Terms, if any of the exclusions or limitations set out above are declared illegal or void, then to the extent permitted by law, the Promoter's liability for breach of a condition or warranty implied into these Event Terms is limited to the retail value of the Event Ticket.

15.4 By purchasing an Event Ticket, you indemnify the Released Parties from and against any loss or damage, including without limitation all legal costs and expenses or liability incurred by any of the Released Parties arising from any claim, demand, suit, action or proceeding against any of the Indemnified where such loss or liability arose out of or in connection with your wilful, negligent or reckless acts or omissions at the Event, or as a result of your breach of the Event Terms.

16. Variations to Event Terms

16.1 The Event Terms may varied at any time. Any variations become effective immediately once the variation is published, displayed or otherwise communicated.

17. Severability

17.1 If any provision or part of a provision of these Event Terms is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

18. Governing law

18.1 The Event Terms shall be governed by and construed in accordance with the laws of New Zealand and the parties irrevocably and unconditionally submit to the jurisdiction of the courts in New Zealand.