

## Secret Sounds Flood Aid Auction

### Secret Sounds All Festivals Super Pass Terms and Conditions

1. You agree to participate in an online auction to bid for Secret Sounds All Festivals Super Pass (“**Pass**”) to the Splendour in the Grass 2022 festival, Falls Festival 2022 and other Secret Sounds Festivals to be announced (“**Festival**”).
2. By bidding in the online auction/s (“**Auction/s**”) you agree to be bound by these Terms and Conditions.
3. There will be twenty (20) separate Auctions, all of which will commence 9:00am AEDT Friday 1 April 2022 and the final Auction closes 5pm AEST Saturday 23 April 2022

Auction 1: 9am Friday 1 April 2022 – 5pm Monday 4 April 2022

Auction 2: 9am Friday 1 April 2022 – 5pm Tuesday 5 April 2022

Auction 3: 9am Friday 1 April 2022 – 5pm Wednesday 6 April 2022

Auction 4: 9am Friday 1 April 2022 – 5pm Thursday 7 April 2022

Auction 5: 9am Friday 1 April 2022 – 5pm Friday 8 April 2022

Auction 6: 9am Friday 1 April 2022 – 5pm Saturday 9 April 2022

Auction 7: 9am Friday 1 April 2022 – 5pm Sunday 10 April 2022

Auction 8: 9am Friday 1 April 2022 – 5pm Monday 11 April 2022

Auction 9: 9am Friday 1 April 2022 – 5pm Tuesday 12 April 2022

Auction 10: 9am Friday 1 April 2022 – 5pm Wednesday 13 April 2022

Auction 11: 9am Friday 1 April 2022 – 5pm Thursday 14 April 2022

Auction 12: 9am Friday 1 April 2022 – 5pm Friday 15 April 2022

Auction 13: 9am Friday 1 April 2022 – 5pm Saturday 16 April 2022

Auction 14: 9am Friday 1 April 2022 – 5pm Sunday 17 April 2022

Auction 15: 9am Friday 1 April 2022 – 5pm Monday 18 April 2022

Auction 16: 9am Friday 1 April 2022 – 5pm Tuesday 19 April 2022

Auction 17: 9am Friday 1 April 2022 – 5pm Wednesday 20 April 2022

Auction 18: 9am Friday 1 April 2022 – 5pm Thursday 21 April 2022

Auction 19: 9am Friday 1 April 2022 – 5pm Friday 22 April 2022

Auction 20: 9am Friday 1 April 2022 – 5pm Saturday 23 April 2022

4. Bidders must submit a fully completed bid for an Auction by 5:00pm Sydney time on the date of the relevant Auction.
5. All bidders and Passholders must be 18 years old or over.
6. All bids, once submitted, cannot be changed.
7. All Passes have a reserve price of two thousand dollars (AUD\$2,000). Bid amounts cannot be less than the starting price of five hundred dollars (AUD\$500).
8. You can place bids on multiple Passes auctioned at the same time during an Auction. If you are the successful bidder for multiple Passes in an Auction, you are bound to purchase all of those Passes.

9. The 'successful bidder' is the person(s) certified to be the highest bidder/s by Secret Sounds Pty Ltd (the "**Organiser**") at the close of each Auction.
10. The decision of the Organiser as to the successful bidder/s or otherwise, is final and cannot be challenged, nor will any explanation or reason be given.
11. Passes cannot be on-sold, transferred or exchanged by a successful bidder, including without limitation on eBay, Gumtree or any other online or community auction site, and any attempt to do so will render these Passes null and void.
12. Passes, once purchased via the Auction, cannot be refunded.
13. Passes may not be resold at a premium or used for advertising or promotion via any social media channels (including but not limited to Facebook, Instagram, Twitter, Snapchat) or used for other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services.
14. Passes are provided, and are governed, in accordance with the 'Super Pass – Terms and Conditions of Sale and Entry', attached below and also listed on the Festival website.
15. Passes do not include accommodation, transport to or from the Festival, access to the Festival's backstage areas, or any other benefit. All costs and expenses relating to attendance at the Festival (including without limitation, travel, food and accommodation) must be borne by the successful bidder.
16. Passes do not include any car pass required for car parking at the Festival. Where required (and subject to availability), a valid vehicle pass must be pre-purchased from the Organiser.
17. Each successful bidder for a Pass MUST have the Passholder's personal details confirmed at time of payment via email or over the phone with an authorized representative of the Organiser. The name and date of birth for the successful bidder (or their nominated representative) must be provided and this information will be printed on their Pass.
18. A PDF of the Pass will be provided (via email) to the successful bidder (or their nominated representative) once payment has been made. Passes must be paid in full by VISA or Mastercard only.
19. Passes are not valid for the Splendour in the Grass official ticket resale facility.
20. Passes will be scanned for validity and exchanged for a wristband onsite at the Festival.
21. All successful bids are final and payment must be made within 48 hours of purchase.

Auction 1 - payment due Friday 8 April 2022

Auction 2 - payment due Saturday 9 April 2022

Auction 3 - payment due Sunday 10 April 2022

Auction 4 - payment due Monday 11 April 2022

Auction 5 - payment due Tuesday 12 April 2022

Auction 6 - payment due Wednesday 13 April 2022

Auction 7 - payment due Thursday 14 April 2022

Auction 8 - payment due Friday 15 April 2022

Auction 9 - payment due Sunday 16 April 2022

Auction 10 - payment due Monday 17 April 2022

Auction 11 - payment due Tuesday 18 April 2022

Auction 12 - payment due Wednesday 19 April 2022

Auction 13 - payment due Thursday 20 April 2022

Auction 14 - payment due Friday 21 April 2022

Auction 15 - payment due Saturday 22 April 2022

Auction 16 - payment due Sunday 23 April 2022

Auction 17 - payment due Monday 24 April 2022

Auction 18 - payment due Tuesday 25 April 2022

Auction 19 - payment due Wednesday 26 April 2022

Auction 20 - payment due Thursday 27 April 2022

The successful bidder must have sufficient funds (VISA/Mastercard) to process payment over the phone.

22. An invoice, along with a PDF of the Pass, will be sent to each successful bidder (subject to payment being processed).
23. If payments are not received by the due date and time for each Auction, and/or no contact has been received, then Organiser reserves the right to forfeit the bid and select the next highest bidder in that Auction as the new successful bidder of that Pass.

## **SPLENDOUR IN THE GRASS GOLD PASS – TERMS AND CONDITIONS OF SALE & ENTRY**

THIS PDF PASS WILL BE EXCHANGED FOR A WRISTBAND UPON ENTRY. THE EVENT IS ALL AGES. VALID PHOTO ID REQUIRED TO PURCHASE AND/OR CONSUME ALCOHOL.

***This pass is sold or provided on the express condition that the holder (“Passholder”) is bound by the rules & regulations issued by Splendour in the Grass Pty Ltd (“the Organiser”). Passholders agree to be bound by the Terms and Conditions contained herein and on the Splendour in the Grass website.***

This pass permits entry to the Splendour in the Grass 2022 festival (“Event”) at **North Byron Parklands (“the Venue”), Wooyung** on Wed 20 (campers only), Thu 21 - Sun 24 July 2022 (inclusive). **Event Operational Times:** Thu 10am-midnight (Non-campers must use public transport), Fri-Sun 9am-2am. **Day Car Park Times:** Wed/Thu - Closed; Fri-Sun 10am-2am.

1. Passholders MUST show valid Photo ID at the Event entrance bearing the same name and date of birth details as those printed on their Event Pass.
2. All Vehicles entering the Venue Day Car Park must have pre-purchased a Day Parking Pass from [www.moshtix.com.au](http://www.moshtix.com.au). Pass must be displayed as per Terms and Conditions printed on the pass or as detailed on [www.splendourinthegrass.com](http://www.splendourinthegrass.com)
3. Passes are non-refundable and non-exchangeable.
4. It is a condition of purchase that the Passholder consents to the Organiser collecting and retaining their personal information. The Organiser will hold your information as required by the *Privacy Act 1988* (Cth) and for contacting you in relation to passing matters and Event information. The Organiser will not trade or sell your personal information.
5. No refunds on passes except as required by law &/or specified by the Live Performance Australia Ticketing Code of Practice. Incorrect purchases DO NOT qualify for a refund or exchange.
6. The Organiser reserves the right to enforce published pass purchase limits and cancel any passes obtained above said limits by any one customer.
7. If you are removed from Venue and/or denied entry to the Venue or the Event, you will not be entitled to any pass refund and/or compensation.
8. Do not share your pass barcode with anyone else or you may be denied entry. The Organiser reserves the right to deny admission to the holder of any pass that appears to have been tampered with, counterfeited or duplicated.
9. Your pass will be exchanged for a wristband that you MUST keep on for the duration of the Event. Lost, damaged or stolen wristbands will not be replaced.
10. Anyone entering the Venue, or found onsite at the Event without a valid wristband, will be deemed to have trespassed and will be handed over to the Police for charging. Maximum penalties apply.
11. Passholders aged 15 and under must be accompanied by a parent and/or adult guardian at all times, who must also hold a valid pass to the Event.
12. All minors, their parent and/or adult guardian must abide by the Event’s Youth Policy as detailed at [www.splendourinthegrass.com](http://www.splendourinthegrass.com)
13. The Venue, including the entertainment areas, car parks and campgrounds are licensed. Patrons wishing to purchase and/or consume alcohol must be over 18 years of age and have valid photographic ID. Anyone found supplying or buying alcohol for a minor will be evicted from the Event & may face criminal charges. Any minor found consuming or in possession of alcohol will face similar action.

14. Alcohol cannot be brought into the Venue including the entertainment areas, car parks and campgrounds. Any alcohol brought into the Venue will be confiscated and will not be returned. Organiser reserves the right to take appropriate action in such circumstances.
15. Bags, containers and other personal items will be searched at the entry to check for any banned items. Banned items include glass, alcohol, weapons, umbrellas, selfie sticks, video cameras (including GoPros), and drones. **See full list of banned items at [www.splendourinthegrass.com](http://www.splendourinthegrass.com).**
16. Protest and political paraphernalia and banners are not allowed in the Event or at the Venue. The Organiser reserves the right to remove any person in possession of or displaying these items, or any item which is deemed racist, vilifying, sexist and/or offensive.
17. Only empty plastic/reusable bottles may be brought into the Event precinct for refilling from water stations (NO metal, glass or aluminium bottles allowed).
18. Fireworks, flares and the lighting of fires are prohibited.
19. Animals are prohibited at the Venue, with the exception of service or assistance animals, such as Guide Dogs.
20. Footwear must be worn at all times throughout the Event site.
21. Small still cameras are permitted but professional audio or video recording devices, including GoPros, and professional still cameras are prohibited. Passholders are not permitted to record the Event (audio or video) for commercial purposes.
22. All Passholders consent to be included in any official photography, filming & sound recording by the Organiser and/or any of its authorised representatives and contractors, and grant the Organiser the right to use such recordings for promotion and other purposes.
23. Possession, sale or use of illegal drugs or illicit substances is strictly prohibited at the Venue and the Event. Any persons found with illegal drugs or illicit substances in their possession will be removed from the Venue and subject to Police action.
24. The Organiser reserves the right to refuse a Passholder admission to the Venue and the Event and/or to evict any person from the Venue and the Event if they are affected by alcohol or drugs, or act in contravention of any of these Terms and Conditions.
25. Activities such as moshing, crowd surfing, climbing and stage diving are strictly prohibited. Patrons engaging in these or other dangerous activities will be removed from the Venue, and patrons accept all risk and liability for any injuries or damages caused by these activities. Entry to the Venue is at the Passholder's own risk.
26. Passholder acknowledges that there may be restricted capacities at some of the Event's stages or venues, and pass purchase does not guarantee entry to these areas in such circumstances. Once it is determined by the Organiser (at its sole discretion) that the maximum capacity has been reached in these areas, there will be no further admissions.
27. Patrons must not cause damage to, improperly use, or tamper with any Venue facility or Event infrastructure, or cause any damage to flora and fauna on or surrounding the Venue or enter any onsite bodies of water at the Venue. Patrons must not remove or attempt to remove any item or object from the Venue or surrounding area. Patrons accept full liability and responsibility for any loss or damage caused in contravention of this clause or any other term of these Terms and Conditions.
28. Patrons will be removed from the Venue if, in the opinion of the Organiser, they behave or act in a threatening or inappropriate manner, including without limitation, any aggressive, riotous, abusive, offensive, racist, sexist or insulting actions towards other patrons, Event staff or any other persons at the Venue or the Event. Patrons are required to follow the reasonable directions of the Organiser and Event staff at all times.
29. The Organiser reserves the right to vary the Event program and/or to add, withdraw or substitute artists. No pass refunds or compensation will be made in such circumstances, or if the Event program varies due to the non-appearance of an advertised artist. The Event will take place rain, hail or shine.
30. Passes may not be resold, unless via the official pass resale facility should one be made available by the Organiser, or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a pass is sold or used in breach of this condition, the bearer of the pass will be refused admission to the Venue and the Organiser may take further legal action against any parties that have breached this condition.
31. Except where liability cannot be excluded by law, the Organiser (and its employees, contractors and agents) shall not be liable for any loss, cost, expense, injury, claim or damages suffered or sustained by any Passholders and patrons at the Venue or the Event. Where permitted under the Australian Consumer Law (ACL), the Organiser limits its liability in respect of breach of any statutory guarantee under the ACL in the manner set out in sections 64A(1)(a) and 64A(2)(a) of the ACL.
32. To the full extent permitted by law, Passholders waive all legal rights of action against and fully release the Organiser, its agents, employees and volunteers for all claims for compensation for loss, damage, injury or death howsoever arising out of or in relation to the Passholder's entry to and presence at the Venue and their attendance at the Event.
33. In the event of injury or illness the Organiser may, at the cost of the Passholder, arrange medical treatment and/or emergency evacuation as deemed essential for the safety of the Passholder.

34. Any provision of these Terms and Conditions which are or becomes unenforceable shall not invalidate the other provisions of these Terms and Conditions.

Further information can be found at [www.splendourinthegrass.com](http://www.splendourinthegrass.com)