

FALLS TERMS AND CONDITIONS: 2022 - 2023

The terms and conditions set out below shall constitute a binding contract between Ash Sounds Pty Ltd trading as Falls, ABN 67 160 019 152, 55 Anderson Street Fortitude Valley Qld 4006 (the "Promoter") and the individual holding or using a ticket ("Ticket Holder" or "Patron") in relation to the event known as Falls held at Birregurra in Victoria, Byron in New South Wales and Fremantle in Western Australia (collectively referred to as the "Event"). All terms and conditions set out below (the "Event Terms") are to be read together with the Merchant Terms and Conditions as made available on the Ticket Purchase website (the "Merchant Terms").

1. Entry to and attendance at the Event is in accordance with these Event Terms, the Merchant Terms and any other Event rules viewable at www.fallsfestival.com, displayed at the Event or communicated by the Promoter from time to time in any other format.
2. You must have a valid Event ticket to enter the Event entertainment precinct, and you must have a valid Camping ticket to enter the Event campgrounds in Birregurra and Byron.
3. The Promoter reserves the right to refuse entry or evict any person from the Event site who does not comply with these Event Terms, the Merchant Terms, the Event rules or who engages in an illegal activity or activity deemed in the Promoter's sole discretion to be antisocial (including without limitation, being affected by alcohol or drugs).
4. Patrons will be removed from the Event site if, in the opinion of the Promoter, 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 working at or attending the Event.
5. Patrons are required to follow the reasonable directions of the Promoter and Event staff at all times.
6. Vehicles entering the campground in Birregurra and Byron or car park in Byron must display a Vehicle Entry Pass pre-purchased from the Event's ticketing provider. The pass must be displayed as per terms and conditions printed on the pass or as detailed on the Event's website.
7. **As part of the Event's liquor licensing regulations, Patrons are strictly prohibited from bringing alcohol into the Event (including camping areas). The Promoter reserves the right to search all vehicles and bags on arrival or at any time deemed necessary during the Event and may eject or refuse entry in to the Event to Patrons who are found with alcohol or prohibited/banned items. Alcohol will only be available to purchase at the Event for Patrons over 18 years old with valid photo ID.**
8. **Refunds for Patrons refused entry into or who are ejected from the Event will not be issued.**
9. Tickets must be treated like cash. Tickets are not refundable and will not be replaced or refunded if lost, stolen or damaged, except as required by law or as otherwise specified by these Event Terms, the Merchant Terms or by the Promoter from time to time. Damaged or defaced tickets will not be accepted. Do not share your ticket barcode with anyone else or you may be denied entry. Tickets purchased from a source other than the official ticket merchant will not be honoured at the Event.
10. The Promoter reserves the right to change the Event program and artist line-up and vary the Event date or venue at its discretion without prior notification. The Promoter is not liable for any loss, injury, damage or compensation, as a result of the Event being cancelled, postponed, relocated or changed for whatever reason. If the Event is cancelled in whole or in part by act of God, extreme weather, act of war, industrial dispute or for any event outside of the control of the Promoter then refunds shall be at the Promoter's absolute discretion.
11. No ticket refunds or compensation will be made in circumstances where the Event program varies due to the non-appearance of an advertised artist. The Event will take place rain, hail or shine.
12. The Promoter is not responsible or liable for any unattended, lost or stolen items. Patrons agree to enter the Event site at their own risk and shall be responsible for their own property and personal items.
13. The sale or attempted re-sale of a ticket by the Ticket Holder (including via online auction sites, unauthorised ticket resellers or ticket scalpers) without the prior consent of the Promoter is prohibited. If a ticket is sold or used in breach of these Event Terms, the Promoter retains the right to: cancel the ticket without a refund, refuse entry to or eject the Ticket Holder from the Event and/or commence legal proceedings. Should the Promoter offer a resale facility this will be the only legitimate way to on-sell any unwanted tickets. Use of tickets for or in conjunction with any advertising, promotion, marketing or competition is strictly prohibited.
14. The Event name (and variations) is a registered trademark of the Promoter and protected by law. The name, logo, images, tickets or other works and materials associated with the Event cannot be used in any way (including promotions, advertising and ticket giveaways or for any commercial purpose) unless authorized by the Promoter in writing.
15. Age Restrictions that apply to the Events are as follows:
 - a. The **Birregurra** Event is strictly 18+. No Children Under 18 are allowed, no exceptions.
 - b. The **Byron** Event is strictly 18+. No Children Under 18 are allowed, no exceptions.
 - c. The **Fremantle** Event is strictly 18+. No Children Under 18 are allowed, no exceptions.
16. The Ticket Holder must comply with the law at all times during the Event. Proof of age identification is required to buy and consume alcohol and may be requested at any time. All Ticket Holders will be required to present proof of age ID when entering the Events.
17. Purchasing alcohol for a minor is illegal. Underage drinkers, excessive drinkers, illegal drug users or patrons displaying antisocial behaviour may be ejected from the Event (at the Promoter's discretion) or be dealt with by police. Uniform and undercover police will be in attendance at the Event.

18. Possession, sale or use of illegal drugs or illicit substances is strictly prohibited at the Event. Any persons found with illegal drugs or illicit substances in their possession may be removed from the Event site and be subject to police action.
19. There are no vehicle pass outs from camping grounds during the Event. Vehicles must be parked in approved areas and drivers must follow the direction of Event staff. Cars parked in unauthorised areas surrounding the Event site may receive a fine and be towed away. Local council by-laws prohibit camping on public land and the consumption of alcohol and sleeping in cars on public land. Check www.fallsfestival.com for transport, parking and directions.
20. Patrons must follow the direction of Event staff regarding areas for parking of vehicles and setting up campsites. Any vehicle or campsite which encroaches on any campground emergency access lanes may be towed and/or removed by the Promoter (at its discretion as deemed necessary for Event safety), at the Patron's cost and expense.
21. Patrons must not cause damage to, improperly use or tamper with any public facility or Event infrastructure or cause any damage to flora and fauna on or surrounding the Event venue or enter any onsite bodies of water. Patrons must not remove or attempt to remove any item or object from the Event venue or surrounding area. Patrons accept full liability and responsibility for any loss or damage caused in contravention of this clause or these Event Terms.
22. The following items (without limitation) are prohibited and cannot be brought on to the Event site: animals (with the exception of registered guide dogs and service animals), alcohol, glass, illegal substances, drones, selfie sticks, lasers, flares, fireworks, sparklers, flammable items, explosives, BBQs, gas bottles and butane cylinders, large furniture items, protest and political paraphernalia and banners, professional sound systems, video & tape recording devices including GoPro's, umbrellas, bicycles, skateboards, scooters, any motorised vehicles, boogie boards, knives, anything that could be used as a weapon, clothing, jewellery or accessory displaying the name of any gang, club affiliated or similar organisations or any "declared organisation" within the meaning of the Crimes (Criminal Organisation Control) Act 2009 is not permitted, or any other item deemed by the Promoter or Event staff (in their discretion) to be dangerous or offensive or potentially dangerous. Ticket Holders and their property may be searched for prohibited items upon entry to or during the Event. Ticket Holders found with prohibited items or who refuse to make their clothes, bags, containers, vehicles or other possessions available for search by the Promoter, may be refused entry to the Event, ejected and/or have the prohibited items confiscated. Confiscated items will not be returned, replaced or reimbursed. **For a full list of banned and prohibited items, please visit www.fallsfestival.com.**
23. Camping space is limited and large campsites (in the sole opinion of the Promoter) are not permitted. Patrons may be asked to reduce their camping set up if it is deemed too large. Tent and camping equipment must only be set up in an approved camping area and Patrons must follow the direction of Event staff. Patrons may not choose their campsite, and campsites may not be located near your car. At some Event sites, the campsites may be located on the Event site or elsewhere offsite. Camping tickets do not specify the location of Patron campsites. If Patrons wish to camp with friends who are also camping ticket holders, they must arrive together and set up camp together. Where Camping tickets are sold for the Event, these allow camping in an approved Event campsite only for the days for which the Event ticket is valid. Camping tickets do not grant access to the Event; a separate Event Ticket is required to enter the Event.
24. Tickets MUST be exchanged for a wristband once arriving to the Event site. Wristbands that are removed from wrists or tampered with will be rendered invalid and will not be replaced. The Promoter reserves the right to deny admission to the Event to any person holding a ticket that appears to be tampered with, counterfeited or duplicated. Anyone found on site without a valid wristband or accreditation will be deemed to have trespassed and will be evicted from the Event site and may be handed over to the Police.
25. Patrons acknowledge that there may be restricted capacities at some of the Event stages or venues, and ticket purchase does not guarantee entry to these areas in such circumstances. Once it is determined by the Promoter (at its sole discretion) that the maximum capacity has been reached in these areas, there will be no further admissions.
26. The Promoter reserves the right to enforce published ticket purchase limits and cancel any tickets obtained above said limits by any one customer.
27. The Event site is an area of TOTAL FIRE BAN. Patrons detected using a flame including but not limited to camp fires, gas bottles, butane cookers, flares, sparklers, fireworks or fire twirling paraphernalia may be fined up to \$5000 by the Country Fire Authority (VIC) Rural Fire Service (NSW) Department of Fire & Emergency Services (WA) and ejected from the Event.
28. Empty plastic/reusable bottles may be brought into the Event precinct for refilling from water stations.
29. Audio or visual recordings of the Event and performers and artists at the Event are prohibited. Still cameras (not professional) are permitted but images may be used for private purposes only, not for public display or for commercial use. Professional Cameras (including drones) cannot enter or be used in the Event site or surrounding campsites without written consent of the Promoter.
30. Ticket Holders consent to their inclusion in official photographic, film and other visual and audio recordings of the Event by the Promoter and/or any of its authorised representatives and contractors and grant the Promoter the right to use such photos and recordings for promotion, marketing and any other purpose without restriction.
31. It is a condition of purchase that the Ticket Holder consents to the Promoter collecting and retaining their personal information in accordance with its Privacy Policy (located on the Event website) and the Privacy Act 1988 (Cth).
32. Tickets are non-refundable and non-exchangeable, except as required by law &/or specified by the Live Performance Australia Ticketing Code of Practice. Incorrect purchases and/or refusal of entry due to not having valid ID for admission to the Event or otherwise, or being ejected from the Event DO NOT qualify for a refund or exchange.

33. There will be no refund of any unused portion of an Event Ticket if you are asked or forced to leave the Event for any of the reasons set out in the Event Terms or if you decide not to attend the Event.
34. Entry to the Event is at the Ticket Holder's own risk. Without limiting the generality of the foregoing, appropriate footwear and clothing must be worn at all times at the Event. Ticket Holders must not mosh, crowd surf or stage dive. The Promoter recommends that due to noise levels, ear plugs should be carried/worn by Patrons. To the extent permitted by law, the Promoter takes no responsibility for any hearing damage or loss caused by excessive noise or any injury caused by the Ticket Holder's failure to follow the Promoter's directions or Event rules. Offensive language may be used by performers.
35. In the event of Patron injury or illness, the Promoter may at its discretion, and at the cost of the Patron, arrange medical treatment and/or emergency evacuation as deemed essential or necessary for the safety of the Patron (and/or other Patrons at the Event).
36. To the fullest extent permitted by law, Ticket Holders waive all legal rights of action against and fully release the Promoter, its directors, officers, agents, employees, contractors and volunteers from and against all claims for compensation, expense, loss, damage, injury or death suffered or incurred howsoever arising out of or in relation to the Ticket Holder's attendance and participation in the Event including without limitation, liability for any negligent or tortious act or omission on the part of the persons released or under statute or for breach of these Event Terms. Patrons agree to indemnify the Promoter, its directors, officers, agents, employees against any loss, damage or expense suffered or incurred by the Promoter as a result of any negligence or breach of these Event Terms by the Patron.
37. In the case of an emergency or serious injury, Patrons must follow all official directives of the Promoter or Promoter's authorized staff and personnel.
38. Ticket Holders agree to be respectful to the environment at the Event site, campgrounds and surrounds, and agree not to litter, to use public toilets (not bushlands or surrounding areas), not damage flora and fauna, and not interfere with local wildlife.
39. The Promoter may novate its rights and obligations under these Event Terms to any person nominated by the Promoter. Any novation will be effective on the date specified in a written notice via the Event website www.fallsfestival.com and from such effective date the new party will assume all rights and obligations of the Promoter and the Promoter will be released from all rights and obligations under these Event Terms.
40. Any provision of these Event Terms which is or becomes unenforceable shall not invalidate the other provisions of these Event Terms.
41. The laws of the state of Victoria applies to these Event Terms and the Promoter and the Ticket Holder submit to the jurisdiction of the courts of Victoria with respect to any proceedings arising out of or relating to the Event.