

Cultural Icon Pty Ltd Trading As Caves House Hotel Terms & Conditions

These terms and conditions are to be read in conjunction with Humanitix terms and conditions.

1. COVID-19 Entry Conditions

By entering the Event, you warrant that:

You do not have COVID-19, and are not awaiting test results for COVID-19 or otherwise have reason to suspect that you have contracted COVID-19;

You do not have any of the following potential COVID-19 Symptoms: a cough, fever, shortness of breath, sore throat, sneezing and runny nose, muscle or joint pains, nausea, diarrhoea, vomiting, temporary loss of smell or taste, altered sense of taste, loss of appetite and fatigue, any other cold or flu-like symptom associated or linked with COVID-19.

2. Bus Tickets and Wristbands

You must be 18+ and show valid photo ID, along with your valid bus ticket and Event ticket to board the bus. If you do not have a ticket to the Event, you will not be allowed on the buses.

Your bus ticket is not valid for entry to the Event. It is only your ticket for the bus service. The event ticket is a separate ticket that must be purchased and, in your possession, to enter the Event.

You and/or your belongings may be searched prior to boarding the bus, or whilst you are on the bus.

You cannot consume or be in possession of alcohol or illicit substances on the buses. If you are found with alcohol on the bus, this will be confiscated without return. Should you be found in possession of illicit substances on the bus, you will be referred to police when disembarking.

You must behave in a respectful and appropriate manner whilst waiting for, boarding, and on the bus. If you behave inappropriately, you may be removed from the bus. If you breach any of the terms and conditions relating to the Event and/or the Event Buses, you may be denied entry and/or removed from the Event and/or the Buses, without refund. You can only board the specific bus route that you purchased your ticket for. We will be running a specific number of buses based on the tickets sold. There are different bus ticket options, and they all have specific departure times and locations. Please choose carefully. These tickets cannot be refunded.

You will receive a wristband once your valid bus ticket is scanned. You must be wearing this wristband to board the bus. The wristband is your return ticket on the bus. You must be wearing it to board the return bus after the event. You can only use your wristband to board the specific bus route (Margaret River, Dunsborough, or Busselton). You will not be allowed to board a bus that you do not have a ticket/wristband for. If you are intoxicated, you will be denied entry to the buses taking you to the Event. You will not be refunded your Bus ticket or your Event ticket if this occurs. You must be sober to board the Bus to the Event and to enter the Event.

3. Event Tickets

You are responsible for checking the age minimum for the Event. No refunds will be processed if you are denied entry due to not having valid ID for admittance to the Event Site. This is a licenced 18+ event.

Entry to the Event requires one of the following combined with a valid photo ID:

a valid bar-coded ticket,

a valid bar-coded print-at-home PDF ticket; or

a valid bar-coded Passbook ticket (electronic ticket on mobile device), issued by the Authorised Ticketing Agency.

The Event gate staff may exchange your ticket for your wristband upon entry depending on the event. If your ticket is damaged, please bring the ticket, ID, and your evidence of purchase to the Box Office Management Team at the entrance. The authorised ticketing agency is Humanitix Pty Ltd.

4. Wristbands

If wristbands are distributed, you must wear your wristband at all times during the Event. Removing or losing your wristband will result in your eviction from the Event without refund. If your wristband shows evidence of being tampered with you will be removed from the event without refund. If you are found carrying a loose wristband (not on your wrist), this will be confiscated, and you will be removed from the event.

5. Lost Event Tickets and Wristbands including Bus Tickets and Wristbands

Your ticket is your responsibility. Please treat it like cash. We cannot guarantee that a replacement ticket can be issued if your ticket is lost, stolen or damaged. If your ticket is lost, damaged, or stolen, you must report this to the ticketing agent immediately so that they can cancel this ticket and issue you a new one prior to the day of the event (at the discretion of the ticketing agency).

Replacement is not available for lost, destroyed or stolen Event or Bus tickets unless you have proof of purchase and your valid ID. We cannot replace tickets on the day of the event unless we can verify that your original ticket has not already been used by another party to gain entry to the event.

Your wristband is your responsibility. If you lose your wristband at the event, you will be removed from the event – even if you have evidence of your purchased ticket. This is because we cannot verify if you have given your wristband to a non-ticket holder who has unlawfully gained access to the event. Please ensure that your wristband is applied securely by gate staff. If your wristband is too tight, do not attempt to loosen it yourself. Go to the staff at the entrance immediately and they will replace your wristband with one of the correct tension. If your wristband is too loose, you can simply pull it tighter until you are satisfied that it will not fall off.

6. Ticket Restrictions including re-sale

Re-sale of Event tickets is only permitted through Humantix. To resell your ticket via Humanitix resale please see the following steps:

- a. Search for your order confirmation email sent to the email used for your order. Click the manage order button. Select the resale tab and choose sell tickets
- b. Select all ticket(s) you wish to resell. You can choose to list your tickets for public resale or toggle this off if you want to sell your tickets privately only, via direct link.
- c. If you've chosen to list your tickets publicly for resale, they will be promoted on the event's public resale page. You can also choose to resell via link which is a link that can be shared privately to a friend for a name change. While you can list all tickets for resale, they can only be resold individually.

Can I resell my ticket at a different price?

You can only sell your ticket at the original face value that you paid (exclusive of fees). You cannot sell a ticket for higher or lower price.

If an Event ticket is used in breach of these condition, the Event ticket may be cancelled without a refund and the bearer of the Event ticket may be refused admission. The Promoter will use reasonable efforts to notify you of such action. Ticket Purchase Limits are issued by the Promoter. The promoter reserves the right to cancel any tickets obtained above the purchase limits in any one transaction or by any one customer. If you exceed the stated ticket limit, you may have all or any of your order and tickets cancelled without notice by Promoter in its discretion. This includes orders associated with the same name, email address, billing address, credit card number or other information.

7. Search on Entry

It is a condition of entry to the Event that a search of you and/or your possessions be required at the time of entry and at any time throughout the event as deemed necessary (within the law) by security, police or authorised event staff. If you do not consent to such searches, you may be denied entry to the Event or ejected from the event, without refund. Prohibited items include but are not limited to alcohol not purchased at the event and or drugs and/or drug paraphernalia, Any Prohibited Items will be confiscated. Confiscated items will not be returned, replaced or reimbursed. The Promoter reserves the right to refuse entry to any persons who attempt to smuggle prohibited items into the event.

8. Photographing and/or Recording of the Event by You

Personal digital cameras are permitted at the Event. Professional photography equipment (e.g. telephoto lenses; any detachable lens) is not permitted without Promoter-issued media accreditation. Event staff will determine at their discretion whether the equipment is considered to be professional photography equipment.

Photos of artists and/or the Event are permitted only on the basis that:

images are only used for private and personal use; and

images cannot be made available for sale and/or public display.

Recording or filming the Event is strictly prohibited. The Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photos created by unauthorised or prohibited recording, filming or photography.

9. Recording and Photography of the Event by Promoter

You consent to be included in official photography, film and sound recordings of the Event and for these recordings to be used by the Promoter and/or any of its authorised representatives and contractors in any medium or context without further authorisation by, or compensation to, you.

10. Behaviour

You must ensure that you act in an orderly and respectful manner when attending the Event. The Promoter may refuse entry or evict you if you are behaving in a disorderly, offensive or inappropriate manner.

11. Alcohol

The Event is fully licensed. Do not bring alcohol with you as it will be confiscated and will not be returned. If you are found with any BYO alcohol in your possession at the event, you will be ejected from the event without refund. Only alcohol purchased from the official event may be consumed at the Event. If you wish to purchase or consume alcohol, you must have valid proof of age photo ID. If you are intoxicated, you will not be served alcohol.

Should you be deemed intoxicated, we have a designated 'chill out zone' where you can safely take some time to sober up. There is unlimited free water available to keep you hydrated, along with a variety of soft drinks and food available. If you feel that you are too intoxicated, and are concerned for your health, safety, or wellbeing, please seek assistance from event staff or the first aid station at the event immediately.

You must be of legal age (18 years or older) to purchase and consume alcohol at the Event. If you are found supplying or buying alcohol for a minor (a person under 18 years of age), or intoxicated persons, you will be evicted from the Event and may be referred to police. Minors are not permitted at the event. You must be 18+ to attend.

12. Food and Drink

No food or drink will be permitted into the Event Site. Sealed plastic water bottles (with or without contents) cannot be brought into the Event Site. Unsealed EMPTY plastic water bottles (no glass or metal) can be brought into the Event Site.

13. Drugs

If you are found supplying, consuming or in possession of illicit drugs you will be removed from the Event, without refund, and will be referred to police.

14. Your Personal Information

Pursuant to your booking, the Promoter may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket holders. Unless you tell us otherwise, the Promoter may disclose your contact details to third parties if you elect to receive such information at time of ticket purchase so they can provide you with promotional material about other events and products. The Promoter may also need to disclose your personal information as required by law or as permitted under the Privacy Act 1988 (Cth). If you have any questions about how the Promoter will handle your personal information, please visit the link at the bottom of the Authorised Ticketing Agency's ticketing page where you purchased your Event ticket or contact the Promoter.

15. Promoter's Liability

The services provided by Promoter will be rendered with due care and skill to the extent required by Section 60 of the Competition and Consumer Act 2010 (Cth) and applicable similar state legislation.

Apart from such statutory liability, the Promoter and the owner and/or lessee of the Event Site will not be liable or responsible for any injury, damage or loss suffered or incurred by you or any person entering or when you enter or are on the Event Site whether caused by the negligence of Promoter or that of the owner and/or lessee of the Event Site (or their respective employees, contractors or agents), whether arising in tort, contract, bailment or otherwise – all such injury loss or damage to person or property is at your own risk.

16. Indemnity

You agree to indemnify the Promoter and owner and/or lessee of the Event Site against any loss or damage Promoter and/or Event Site owner and/or lessee may suffer arising out of your negligence or breach of the Event T+Cs.

Release: to the full extent permitted by law, you waive all legal rights of action against and fully release Promoter and owner or lessee of the Event Site (and their respective executive members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss for any default, failure or negligence (to the extent permitted by law) in relation to entry to and presence on the Event Site.

Risk: entry to the Event Site is at your own risk. To the extent permitted by law, the Promoter takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by your failure to follow Promoter's directives. In the event of injury or illness, the Promoter may, at your cost, arrange medical treatment and/or emergency evacuation as deemed essential for your safety.

17. Enforceability

Any provision of these Event T+Cs which is or becomes unenforceable shall not invalidate the other provisions of these Event T+Cs.

18. Refund and Cancellation Policy

To the extent permitted by law and subject to these Event Terms, Caves house Hotel 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, subject to these Event Terms. You acknowledge that Caves House Hotel does not make any representations or warranties in respect of the aforementioned factors, and you have not relied on any representations or warranties by Caves House Hotel regarding the above in connection with your purchase of an Event Ticket.

Caves House Hotel may deny admission to the Venue (including admission to a particular performance or area in the Venue) in accordance with the Event Terms or otherwise in its absolute discretion.

Except where required by law or otherwise provided under these Event Terms, 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 Caves House Hotel 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.

If the Event cannot take place (in whole or in part) due to an event, circumstance, or situation outside of Caves House Hotels reasonable control (including but not limited to any act of God, global pandemic, natural disaster, lighting event, storm, 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 Caves House Hotel may, at their sole discretion:

(18.a) Postpone the Event: If the show is postponed and moved to alternative date then no refunds will be made available. If the Event is postponed further, you will be entitled to request a refund provided such request is made within fourteen (14) days of the public announcement of the new Event date. For the avoidance of doubt, refunds will not be provided automatically in the event of

postponement and you will not be entitled to a refund if you fail to make a request within the required fourteen (14) day period. You must follow the instructions provided by Caves House Hotel to request a refund under this clause 18(a).

(18.b) Cancel the Event: If the Event is cancelled by Caves House Hotel due to a Force Majeure Event, then Caves House Hotel will grant a refund available from the point of purchase. You should direct any queries in relation to a refund under this clause 18(b) to Humanitix.

The parties acknowledge that COVID-19 is impacting various regions globally. The parties agree that where it is impossible or unreasonably impractical for the Event to take place due to any cause or event in connection with COVID-19, it shall be treated as a Force Majeure Event in accordance with clause 18, regardless of whether the parties could have reasonably foreseen the risk of such Force Majeure Event at the time of purchase of the Event Ticket.

19. Police Presence

There may be police (plain clothed and/or uniformed) and police dogs in operation at the event.