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

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

1. Definitions

'Authorised Ticketing Agency' means Megatix.

'Bus Ticket' means the ticket for the bus services to and from the Event.

'Cancellation Event' means an event, circumstance, or situation outside of the Event Hosts 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 Event Site owner, lessee or controller.

'Event Host' means Caves House Hotel Yallingup.

'Event' means the event named 'Lost Dance presents Caves House NYE 2025' held at the Event Site on 31 December 2025 commencing at 6pm and concluding at 1am 1 January 2026.

'Event Site' means the Lower Gardens, Caves House Hotel, 18 Yallingup Beach Road, Yallingup, WA, 6282.

'Event Terms' means the terms and conditions set out in this document.

'Event Ticket' means the ticket to the Event.

'Prohibited Items' means items that are banned from the Event, including but not limited to alcohol not purchased at the Event and or drugs and/or drug paraphernalia.

2. COVID-19 Entry Conditions

By entering the Event, you warrant that:

a) 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;

b) 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.

3. 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 an Event Ticket, 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 are intoxicated or under the influence of drugs, you will be denied entry to the buses taking you to the Event. If you breach any of the Event Terms you may be denied entry and/or removed from the Event or the Event bus services at the absolute discretion of the Event Host (or their respective employees, contractors or agents). If you are denied entry and/or removed from the Event or the Event bus services, you will not be entitled to a refund.

You can only board the specific bus route that you purchased your Bus 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. You will not be refunded your Bus ticket or your Event ticket if this occurs.

4. Megatix Account

You may purchase tickets through an account with the Authorised Ticketing Agency and they may allow you to register for an account using a social media account if you log in through your social media account, you authorise Megatix to access certain basic information in accordance with your privacy settings within your social media account.

You must ensure that any personal information you give to Megatix when creating an account is accurate and up-to-date. Megatix will not be liable for any loss you incur as a result of you providing Megatix with incorrect contact details. All personal information that you give to Megatix will be treated in accordance with their Privacy Policy.

It is your responsibility to keep your account details confidential. You are responsible for all activity on your account, including purchases made using your account details.

5. Ticket Purchase

Megatix act solely as an agent facilitating the sale of tickets for events run by a Presenter. You acknowledge and agree that Megatix are not responsible for the events themselves or any goods or services provided by the Event Host. The purchase of tickets may be subject to the Event Host's terms and conditions, which you must accept and comply with. Megatix will not be held liable for any breach of the Presenter's terms and conditions by you.

It is your responsibility to check the event details, including but not limited to, selected ticket and ticket type, quantity of tickets, venue, time, age minimum and pricing, before you place your order through the Site.

6. Event Tickets and Wristbands

No refunds will be provided if you are denied entry due to not having valid ID for admittance to the Event Site.

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

- a valid QR-coded Event ticket;
- a valid QR-coded print-at-home PDF Event ticket; or
- a valid QR-coded Passbook Event ticket (electronic ticket on mobile device), issued by the Authorised Ticketing Agency.

The Event gate staff may exchange your Event Ticket for your wristband upon entry. If your Event Ticket is damaged, please bring the ticket, ID, and your evidence of purchase to the Box Office Management Team at the entrance.

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 lose wristband (not on your wrist), this will be confiscated, and you will be removed from the Event.

7. Ticket Delivery, Lost Event Tickets, Bus Tickets and Wristbands.

Ticket Non-Delivery: If you do not receive your ticket or cannot find the ticket in the 'My Orders' section on our Site, it is your responsibility to notify us promptly. You must contact us via email at support@megatix.com.au or through the online support portal as soon as possible after the expected ticket delivery time, or in any event, at least 48 hours prior to the event taking place. Failing to notify us in accordance with this clause releases us from any liability for reissuing the tickets or compensating you for any resulting losses.

Your Event and Bus tickets are your responsibility. Please treat them 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 Authorised 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 Event 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.

8. Ticket Restrictions including Event and Bus tickets

Re-sale of tickets is only permitted through TIXEL. Megatix does not have a ticket resale facility- they collaborate with TIXEL to safely organise the resale of your tickets. The name change must be authorised by the original purchaser. If you are unable to attend the event and wish to pass on your ticket to another person you can change the ticket into their name by using the TIXEL service.

Tickets may not, without the prior written consent of Event Host be re-sold or offered for resale at a premium (including via online auction sites).

If a ticket is used in breach of the Event Terms, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission. The Event Host will use reasonable efforts to notify you of such action. Ticket purchase limits are issued by the Event Host. The Event Host 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 the Event Host in its discretion. This includes orders associated with the same name, email address, billing address, credit card number or other information.

9. 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. Any Prohibited Items will be confiscated. Confiscated items will not be returned, replaced or reimbursed.

The Event Host reserves the right to refuse entry to any persons who attempt to smuggle prohibited items into the event.

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

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

Photos of artists and/or the Event are permitted only on the basis that:
a. images are only used for private and personal use; and
b. images cannot be made available for sale and/or public display.

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

11. Recording and Photography of the Event by Event Host

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

12. Behaviour

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

13. 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.

14. 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.

15. 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.

16. Your Personal Information

Pursuant to your booking, the Event Host 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 Event Host 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 Event Host 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 Event Host 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 Event Host.

17. Event Host's Liability

The services provided by Event Host will be rendered with due care and skill to the extent required by Section 60 of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) and applicable similar state legislation.

Apart from such statutory liability, the Event Host 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 Event Host 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.

18. Indemnity

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

20. Risk

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

21. Enforceability

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

22. Refund and Cancellation Policy

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

The Event Host (or their respective employees, contractors or agents), may deny admission to the Event Site (including admission to a particular performance or area in the Event Site) 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 Event Site the Event Host (or their respective employees, contractors or agents), 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 Event Site 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 the Event Hosts 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 Event Site owner, lessee or controller)('Cancellation Event') then the Event Host may, at their sole discretion:

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 ('Additional Postponement'), 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. In the event of an Additional Postponement, refunds will not be provided automatically 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 the Event Host to request a refund under this subparagraph

b) Cancel the Event: If the Event is cancelled by the Event Host due to a Cancellation Event the Event Host will grant a refund available from the point of purchase. Megatix will automatically issue refunds which may take up to 5 business days for the funds to return to the account used for purchase.

The parties acknowledge that epidemic events like COVID-19 impact 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 an epidemic event like COVID-19, it shall be treated as a Cancellation Event in accordance with clause 18, regardless of whether the parties could have reasonably foreseen the risk of such event at the time of purchase of the Event Ticket.

23. Police Presence

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