



## BATHURST WINTER FESTIVAL

### ICE RINK TERMS & CONDITIONS

#### **Important:**

The following terms and conditions apply to all persons who purchase or receive tickets (**Ticket Holders**) to the Ice Rink as part of the Bathurst Winter Festival (**Event**).

These terms and conditions apply to both the original purchaser and any subsequent Ticket Holders.

#### **Please read them carefully prior to attending.**

By purchasing tickets to the Event - whether for yourself or for others – you accept and agree that all Ticket Holders:

- Have read and agree to these Terms and Conditions and will comply with the conditions of admission to the Ice Rink.
- **Acknowledge Ice Skating is an activity which may result in damage to property, personal injury or even loss of life** from various causes, including, but not limited to, slipping, falling, tripping on a slippery surface, contact with other participants or property AND that such risk is undertaken voluntarily AND accept and agree that this constitutes a 'risk warning' in accordance with the *Civil Liability Act 2002* (NSW).
- Are responsible for assessing their own physical condition and fitness (as well as that of children entrusted to their care) for undertaking the activity and agree that all Ticket Holders **enter and participate at their own risk**.
- Are responsible for the safety of children entrusted to their care and **must actively supervise those children at all times**.
- Authorise Bathurst Regional Council (**Promoter**) to administer first aid or arrange other medical or hospital treatment as they deem necessary or appropriate and that any costs incurred by the Promoter in doing so will be a debt due and owing by the Ticket Holder to the Promoter.
- **Consent and agree to the Promoter taking or using photographs or videos (including sound recordings)** of Ticket Holders at the Event, including as members of the audience and to these being used in any and all media, advertising and promotion.

#### **Conditions of Sale**

1. Tickets are non-refundable, non-transferable and valid only for the dates shown. **Dates can be changed online up to 48 hours prior to the session depending on availability** by logging into <https://bathurst.tailoredticketing.com/>. Otherwise tickets are like those of a concert or other event and non-refundable. **Please check carefully when making your booking.**
2. The Promoter reserves the right to withdraw and/or reschedule Event times and sessions without notice. Should the Event or session be cancelled or rescheduled, Tailored Ticketing will contact and inform Ticket Holders.
3. Nothing in these terms excludes any right, guarantee or warranty Ticket Holders are entitled to by law, however all other guarantees, conditions and warranties to the

maximum extent permitted by law are excluded.

### **Ticket Delivery Instructions**

4. When buying tickets, you may either:  
  
(A) nominate 1 FULL NAME for all tickets and receive ONE bar coded ticket – in which case everyone must arrive at once in a group; OR  
  
(B) nominate ALL attendee FULL NAMES and receive separate barcoded tickets for everyone – in which case each person may then arrive separately. Each ticket will be emailed separately.
5. You are able to purchase up to 10 tickets using your credit card, multiple transactions by the same customer may be cancelled at the discretion of the Promoter.
6. **Each ticket attracts a booking fee, which is inclusive of GST. Payment by MasterCard and VISA are accepted.**
7. Once successfully charged to your card, purchased tickets will be emailed to the email address specified during booking as a PDF attachment. Tickets may also be printed at any time from the "My Account" menu at <https://bathurst.tailoredticketing.com/> . If you are unable to print your ticket(s) or do not receive your ticket(s) by email, Ticket Holders must bring photo ID and the card used to purchase the ticket to the Event entry gate so that booking details can be confirmed on entry.
8. It is a condition of sale that tickets may not be offered for re-sale on third party websites such as Ebay or Gumtree. Tickets may not be resold or offered for resale at a premium (including online auction sites) or used for advertising, promotion or other commercial purposes. If a ticket is used in breach of this condition, it may be cancelled without refund and the bearer of the ticket may be refused admission
9. Tickets are processed by Tailored Ticketing on behalf of the Promoter only. Tailored Ticketing is in no way associated or involved in the operation of the Event.

### **Conditions of Admission**

10. **At the point of entry all tickets presented must match the FULL NAME specified in the booking history and a current matching driver's license, passport or Proof of Age card must be produced that matches this information.**
11. The right of admission is reserved.
12. **Entry to the Event is at your own risk. The Promoter accepts no responsibility or liability for any injuries, losses or damage sustained by Ticket Holders in or at the Event or as a consequence of attending the Event.**
13. Ticket Holders and attendees acknowledge that the provision of the Event is a supply of recreational services or recreational activities and that as a supplier the Promoter may request Ticket Holders and attendees to agree that statutory guarantees which might otherwise apply under the Australian Consumer Law not apply to them (or a person for whom or on whose behalf they are acquiring those services or activities)

and that by purchasing the tickets to the Event, Ticket Holders and attendees agree that the liability of the Promoter for any death, physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), the contraction, aggravation or acceleration of a disease that may be suffered resulting from participating in or attending the Event and/or the application of any express or implied term that any services will be provided with due care are hereby excluded.

14. All Ticket Holders who participate in the activity of ice skating or who otherwise enter onto the ice rink contained within the Event **must** observe the following rules and conditions of admission (**Conditions**):
- a. Children under 10 years of age **MUST** wear a helmet (Helmets are highly recommended for all skaters).
  - b. Children under 5 years must be accompanied on the ice by an adult at all times.
  - c. **Children under the age of 3 years old are not permitted on the ice under any circumstances.**
  - d. On the Ice Rink
    - Ice skates must be worn on the ice at all times - i.e. a no walking in shoes.
    - Skate in an anti-clockwise direction unless advised otherwise.
    - No Pushing.
    - No speeding or dangerous skating
    - No carrying of children on the ice
    - No chasing or playing tag on the ice.
    - No linking 3 or more skaters.
    - No throwing or spraying of ice
    - No digging holes or damaging the ice or barriers
    - No sitting on the barriers.
    - No Bare Feet
    - No Food, No Drinks, No Use of mobile phones, No Smoking, No Video Games to be used whilst on the ice.
    - No offensive or abusive language
  - e. The Event is a fully licensed event. **No BYO alcohol is permitted. Ticket Holders must not be under the influence of drugs and/or must not be over the legal limit of 0.05% Blood Alcohol Content** Anyone found supplying alcohol to any person aged under 18 years will be evicted from the Event and may face criminal charges. Any minor found consuming or in possession of alcohol will face similar action.
  - f. Ticket Holders' must obey all Conditions as well as the instructions and directions of the Promoter's staff.
  - g. The Promoter reserves the right to refuse entry or remove Ticket Holders or attendees from the ice rink if they do not comply with the Conditions or if they otherwise act in an offensive or inappropriate manner.

### Bad weather

15. The ice rink can operate in nearly any weather conditions. Ticket Holders are recommended to bring suitable outdoor clothing. Alternatively, rain protection will be made available at the ticket office at the Event.

16. No refunds will be given due to inclement weather. In the unlikely event that the Promoter deems it necessary to close the ice rink as a result of bad weather, alternative sessions will be offered to Ticket Holders, subject to availability.

#### Gifts, Promotions and Competitions

17. If you received your ticket to the Event as a prize, gift, donation or otherwise at no cost, these Terms and Conditions apply to the use of the ticket.
18. Tickets received in a promotion and/or competition are non-refundable and cannot be exchanged for any monetary value or any other event, ticket or product unless otherwise stated.

#### Acceptance of Terms and Conditions

19. Information provided in relation to the Event is provided in good faith. The Promotor has taken all reasonable measures to ensure information is accurate and current. **No liability is accepted by the Promotor for loss or damages incurred as a result of reliance on material contained on this site.**
20. By purchasing or accepting tickets to the Event, Ticket Holders will be deemed to have released and discharged the Promotor from all liability which might arise.
  - o **I accept, have read and agree to the above, including any exclusion of statutory guarantees, warnings, assumption of risk, release and indemnities in the Terms and Conditions.**