# **AirVenture Australia Terms and Conditions of Entry**

#### 1. Tickets and Passes

- 1.1 Persons not in possession of a current valid ticket or pass will not be permitted to enter the airshow site.
- 1.2 No refund or exchange will be made if tickets are not used either in full or in part.

#### 2. Carparks

- 2.1 Airshow carparks are exclusively for the use of Event patrons.
- 2.2 All persons entering the carparks must be in possession of or immediately acquire current valid admission tickets or passes to the Event.
- 2.3 No person may remain in the carpark without being in possession of a current valid admission ticket or pass to the Event.

#### 3. Prohibited Items

3.1 Persons, vehicles, aircraft and containers are not permitted to enter the Event site or carparks with any prohibited item.

#### Prohibited items include:

- Flammable materials and substances, explosives, pyrotechnics, weapons (including replica and toy firearms), projectiles and similar devices;
- Placards, flags, banners, signs, brochures and leaflets;
- Megaphones, amplifiers, loud speakers, lights and lasers;
- Paints, chemicals, spray cans, painting apparatus and equipment;
- Bicycles, scooters, golf carts and items of personal conveyance (other than required wheelchairs and mobility aids);
- Stoves, barbecues and cooking equipment;
- Tents, structures, shelters and elevated seating;
- Shade and/or beach umbrellas which, in the opinion of the Organisers, have or may have the
  potential to cause damage, injury, hazard, danger, disruption, public nuisance, offence,
  distress, public inconvenience or security risk.
- 3.2 All unlawful substances are prohibited items.
- 3.3 Alcohol may not be brought onto the airshow site.
- 3.4 Animals will not be admitted to the airshow site or carparks except for certified guide dogs and assistance dogs.
- 3.5 Unmanned Aerial Vehicle (UAV), Unmanned Aircraft Systems (UAS), Remotely Piloted Aircraft Systems (RPAS) and any other forms of Drones or powered models are prohibited by the Civil Aviation Safety Authority to be used or operated at Aerodromes or within 30 metres of any other person. Fines may apply.
- 3.6 All persons entering this site may be subject to personal or property checks and inspections.

### 4. Lost or Unattended Items

4.1 Bags, luggage, receptacles and personal effects left unattended within the event site or carparks will be removed from the venue without notice and may be destroyed.

#### **5. Suspicious Objects**

5.1 Suspicious objects or persons behaving in a suspicious manner should be reported immediately to the Organisers, their officials, security personnel or the Police.

# 6. Identification Requirements

6.1 All persons admitted to the Event site or carparks must produce on demand to the Organisers, their officials, or security personnel, personal identification (such as current driver's licence, proof of age card, service identification, passport etc).

### 7. Security Surveillance

7.1 The event site or carparks may be under security surveillance and persons may be filmed at any time.

### 8. Right to Refuse Entry and to Remove

- 8.1 The Organisers may, in their absolute discretion, refuse entry to the Event site or carparks to any person, vehicle, aircraft or container.
- 8.2 The Organisers may, in their absolute discretion, require any person, vehicle, aircraft or container to leave the event site or carparks.
- 8.3 Any person failing to comply with a direction on behalf of the Organisers to leave the Event site or carparks.
- 8.4 Any vehicle, aircraft or container not removed from the Event site or carparks in accordance with a direction on behalf of the Organisers may be subject to Police attention or be physically removed by security personnel.

# 9. Release of Liability

- 9.1 All persons admitted to the airshow site or carparks are advised that airshows include elements of danger and risk of injury. The approvals required by the applicable authorities have been obtained for the staging of the airshow and such precautions as are reasonable appropriate will be taken to minimise risk to those in attendance. It is a condition of entry that all persons attending the event do so accepting that all risks cannot be eliminated.
- 9.2 The Organisers do not accept responsibility for any negligent acts or omissions by performers, display participants, spectators, visitors, exhibitors, caterers, contractors, suppliers or persons other than the Organisers, their officials, staff or agents.

### 10. Alteration to Program

- 10.1 Program, display and exhibition content, duration and timing may be subject to alteration without notice.
- 10.2 The right is reserved to vary, add, withdraw or substitute performances, exhibits and displays and/or to vary advertised programs, seating arrangements and facilities at any time and without notice.

# 11. Cancellation, Abandonment and Postponement

11.1 If any part of the Event or any performance, display, exhibit or other element of the Event is cancelled, abandoned or postponed, in whole or in part, due to adverse weather or for any other cause reasonably beyond the Organisers' control, there is no right to refund or exchange and no obligation on the Organisers to arrange any substitute event, performance, display, exhibit or element.

# 12. Ticket refund or exchange

12.1 There are no refunds or exchanges for tickets purchased in error.

# 13. Recording or Images of Attendees

13.1 Attendees at the Event or in the carparks acknowledge that the Organisers and third parties authorised by the Organisers may make, create, store, record, transmit, reproduce or use recordings and images or any of them of, at or in relation to the event (including without limitation of attendees). Unless the attendee otherwise reaches an agreement with organisers, each attendee

hereby grants the Organiser and third parties authorised by them permission to use recordings and/or images, or other images or likenesses of the attendee, in any media and for any purpose without identification or compensation or payment of any kind.

13.2 Unless the attendee otherwise reaches an agreement with the Organiser to the contrary, the attendee consents to the Organiser (and third parties authorised by the Organiser) taking photographs, film, tape and other images of likenesses of the attendee, or any sound recording, and using them as hereinbefore described.

# 14. Exploitation of Film, Sound, Video, Recording, Software

14.1 No person who enters or has entered the Event site or carparks shall without the prior written consent of the Organisers sell, licence or otherwise exploit, or attempt to exploit, any material whether written or in the form of digital or photographic film, sound or video or other recording or computer software obtained or made at the Event site or carparks. All persons entering the Event site or carparks agree that the Organisers remedies for breach of this condition shall not be limited to damages and may include all and any profits made as a result of such breach.

### 15. Privacy

- 15.1 The Organisers collect personal information about attendees at the Event which is necessary for them to operate the event and to help promote the event and subsequent or related or similar events. In particular, the Organiser may collect the name, address, email address, and phone number for the purposes of conducting research, marketing and promotional activities in relation to the Event and such other subsequent events.
- 15.2 Attendees hereby consent to the use and disclosure of their personal information by the Organisers to research, marketing and promotional organisations for the purposes set out in the first paragraph of this condition unless the attendee otherwise notifies the Organisers by contacting the Event Coordinator as described below.
- 15.3 Unless attendees advise otherwise, attendees consent to receiving future promotional and marketing material from the Organisers, including via electronic messages (e.g. email, SMS etc.) and telephoning attendees for an indefinite period.

# 16. Organisers

- 16.1 AirVenture Australia (the Event) is staged, conducted and presented by AirVenture Australia Pty Ltd (ABN: 30186075584).
- 16.2 In these conditions, the term "Organisers" means AirVenture Australia Pty Ltd