BLUES ON BROADBEACH
Ticket Terms and Conditions

1. INTRODUCTION

1.1. This document outlines the Terms and Conditions that apply to any Tickets issued as part of the Event.

1.2. By purchasing or using (if you are not the purchaser) a Ticket you agree to comply with and be bound by these Terms and Conditions.

1.3. You will be bound by these Terms and Conditions from the date you purchase a Ticket.

2. DEFINITIONS

2.1. 'Terms and Conditions' means this document, and the terms outlined.

2.2. 'Australian Consumer Law' means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

2.3. 'Business Days' means any day other than Saturday, Sunday or public holiday in Queensland.

2.4. 'Event Organiser' means Experience Gold Coast Pty Ltd (EGC), ACN 633 448 094.

2.5. 'Purchaser' means the person purchasing a Ticket.

2.6. 'Parties' mean both the Event Organiser and the Purchaser.

2.7. 'Event' means Blues on Broadbeach [and includes/but not limited to tickets purchased for Twelve Bar Society and/or Sunday Ticket as part of Blues on Broadbeach].

2.8. 'Event Dates' mean Thursday 13 May 2027 – Sunday 16 May 2027.

2.9. 'Event Precinct' means the Blues on Broadbeach precinct as outlined on the Event site map. The Event Precinct includes approved road closures, venues, and parks.

2.10. 'Ticket' means a ticket to any ticketed session/s forming part of the Event.

2.11. 'Ticket Price' means the full ticket price including booking fee and all local taxes.

2.12. 'Ticketing Agent' means Oztix, ACN 106 907 206 and resell partner Tixel.

2.13. 'Venue' means the identified locations as outlined in the Event Program.

3. PRIVACY AND PUBLICITY

3.1. You acknowledge that any personal information you provide as part of the registration process will be entered into a database and may be used for the planning, staging and promotion of the Event and otherwise in accordance with the Event Organiser's Privacy Policy.

3.2. You agree that while attending the Event you may be broadcast, filmed, photographed or otherwise recorded and that such tapes, photographs or footage may be used by the Event Organiser in the conduct of the Event and for any promotional purposes connected with the Event or the business of the Event Organiser. Further you agree that:

3.2.1. you are not entitled to any remuneration, royalties or any other payment in respect of such use;

3.2.2. any use is made in good faith and is not intended to defame or offend you, damage your reputation or infringe on your privacy; and

3.2.3. the Event Organiser may assign or transfer the benefit of the release and consent given to any person.

3.2.4. If you do not want your information or image shared, you must make a request in writing to the Event Organiser.

4. FEES AND PAYMENTS

4.1. Tickets to the Event are available through authorised ticketing agents **Oztix** and authorised reseller **Tixel**. **Tixel** as the resale partner of **Oztix** and may be used to resell tickets excluding Twelve Bar Society. Utilising this service may incur a loss of the booking fee. It is the responsibility of the ticket holder to abide by the Terms and Conditions of **Oztix** and **Tixel**.

4.2. You acknowledge and agree that if you purchase a ticket through the authorised ticketing agent, booking fees may not be refundable and your transaction will be subject to these and the authorised ticket agents' Terms and Conditions. It is the responsibility of the ticket holder to comply with the Terms and Conditions.

4.3. The Organiser strongly warns against buying tickets from unauthorised operators or resale websites. Tickets purchased from unauthorised operators may be invalid, counterfeit, overpriced or cancelled without notice. The Organiser accepts no responsibility and will not provide any remedy if you purchase tickets through an unauthorised source.

4.4. You must pay the Ticket Price in its entirety upon purchase of a Ticket.

4.5. All prices are quoted in Australian dollars and include all fees and local taxes including GST.

5. CANCELLATIONS, TRANSFERS AND REFUNDS

5.1. The Event Organiser may add, withdraw or substitute artists or vary advertised programs, performance times, venue, seating arrangements or audience capacity. Tickets will not be exchanged or refunded as a result of these changes, except as required by law (including the Australian Consumer Law).

5.2. Subject to the Australian Consumer Law and the provision of these Terms and Conditions, you acknowledge and agree that:

5.2.1 refunds are not available due to a change in your personal circumstances, if the booking was made by mistake or if you no longer want or need the Ticket.

5.2.2 the Event may not be cancelled or rescheduled in the event of rain or inclement weather where in the opinion of the Organiser, the rain or inclement weather does not present an unreasonable risk to health and safety; and

5.2.3 you will not be entitled to a refund in the event that the Event is not cancelled or rescheduled due to rain or inclement weather.

5.3. You may apply in writing for, and the Event Organiser may consider, a refund if you are unable to attend the Event for personal reasons such as illness or injury, court summons, death of close family and where you provide satisfactory evidence of that occurrence showing it was not reasonably foreseeable at the time you purchased the Ticket.

5.4. You may apply in writing for, and the Event Organiser may consider and assist with, a transfer and/or resale of tickets for Twelve Bar Society tickets. All other tickets are to be resold via Tixel, the authorised resale ticketing partner for Oztix..

5.5. Subject to the Australian Consumer Law, where the Event is:

5.5.1. Cancelled and the cancellation is within the control of the Event Organiser and not as a result of a third party or natural cause you will be entitled to a full refund of the Ticket price;

5.5.2. rescheduled, Tickets will be valid for the new date (or you will be offered a ticket of a value corresponding with your original Ticket for the rescheduled event). If you notify the Event Organiser before the specified deadline (which will be a reasonable period from the time the rescheduled event date is announced) that you are unable to attend the rescheduled event, you will be able to cancel your Ticket and obtain a full refund of the Ticket price. Failure to notify the Event Organiser by any

reasonable specified deadline that you are unable to attend the rescheduled event will be deemed to be a reconfirmation of your order for Tickets for the rescheduled event, and you will not be able to claim a refund as a result of the reschedule (unless required by applicable law including the Australian Consumer Law). For the avoidance of doubt, no refunds will be available until the new date is announced (which will be done within a reasonable time) to allow the Event Organiser time to make arrangements for the rescheduled event; or

5.5.3. substantially relocated, your Ticket will be valid (or if applicable, your Ticket will be reissued) for the relocated Event unless otherwise advised by the Event Organiser. You are entitled to a full refund of the Ticket price if you cannot attend the relocated Event, provided that you apply for a refund within the period of time advertised or notified by the Event Organiser.

5.6. If the Event is cancelled, rescheduled or substantially relocated, you will be notified via email and/or text message and it is your responsibility to ensure the contact information you provided to the Event Organiser is up to date. The Organiser assumes no responsibility for incorrect contact information, including any failure to receive or act on any notice of cancellation, rescheduling or substantial relocation.

5.7. Subject to you providing any information reasonably requested by the Event Organiser, the Event Organiser will use reasonable endeavours to ensure any refunds that are payable are processed promptly.

5.8. Refund applications will not be considered if you have materially breached these Terms and Conditions, and:

5.8.1. the breach cannot be remedied; or

5.8.2. the breach has not been remedied within a reasonable time notified by the Organiser to the purchaser.

5.9. If you wish to transfer or resell your Ticket, you must do so via the Events ticketing platform in accordance with the instructions provided on that platform and any other instructions provided by the Event Organiser. The Event Organiser may accept or refuse transfer requests in its absolute discretion. All fees associated with the transfer or resale of tickets will be borne by the original purchaser.

5.10. Subject to the Australian Consumer Law:

5.10.1. any liability of the Event Organiser is limited to the amount for which the Ticket was purchased (including any fees or charges unless otherwise notified at time of purchase);

5.10.2. the Event Organiser will not be liable for any losses (**Losses**) unless those Losses were reasonably foreseeable and caused or incurred as a result of any cancellation, rescheduling or relocation of an Event; and

5.10.3. the Organiser will not be liable for any consequential loss.

5.11. You acknowledge that you have considered:

5.11.1. the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements for attendance at the Event; and

5.11.2. taking out a relevant insurance policy to cover for any losses in the event of cancellation, rescheduling or relocation.

6. DISPUTE RESOLUTION

6.1. If a dispute or difference arises between you and the Event Organiser out of or in connection with these Terms and Conditions or your attendance at the Event, either party may give the other a written notice specifying the assertion of fact giving rise to the entitlement, the legal basis and cause of action in the relief sought.

6.2. If the dispute or difference has not been settled within five (5) Business Days each party shall use its best endeavours to ensure that a meeting between the parties is conducted within a further five (5) Business Days. Despite the existence of any dispute or difference the parties shall continue to perform their obligations under the Terms and Conditions.

7. CONDITIONS OF ENTRY

7.1. By attending an event, you agree to comply with and be bound by the Event Organiser's conditions of entry (and any third-party Venue provider conditions of entry where applicable).

7.2. You may be refused entry or required to leave the Event Precinct and/or a Venue if you do not comply with the conditions of entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).

7.3. Access to some ticketed sessions or Venues may be subject to age restrictions. It is your responsibility to check the Event Website for confirmation of any age restrictions and requirements.

7.4. If a Venue or a ticketed session is classified as 18+ only, you must present a legal form of photo ID before you will be permitted to enter. Acceptable ID includes a current Australian driver's license (international driver's licenses won't be accepted), State approved 'Proof Of Age' card or a valid Passport.

8. GENERAL

8.1. The laws of Queensland govern these Terms and Conditions. The parties submit to the non-exclusive jurisdiction of the Courts of Queensland and the Federal Court of Australia.

8.2. To the extent permitted by the law, you agree to release and hold harmless the Event Organiser and its personnel from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) (Losses) incurred or suffered by you and which arise out of, are caused by, are attributable to or result from your attendance at the Event except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of the Event Organiser or its personnel.

8.3. Should any provision of these terms and conditions be held to be unenforceable, such provision will be deemed severed from these terms and conditions without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.

8.4. Nothing in these Terms and Conditions seeks to exclude or limit the Event Organisers liability which cannot be excluded or limited by law (including, without limitation, the Australian Consumer Law).