SITE RULES

These Site Rules, provided by Experience Gold Coast Pty Ltd ACN 633 448 094 (**EGC**), set out the rules which must be complied with by any person conducting Activities within the Event Precinct.

By entering the Event Precinct you:

(a) agree to comply with and be bound by these Site Rules;

(b) warrant that any of your staff, invitees, Personnel and agents participating in the Activity have read and agree to comply with and be bound by these Site Rules; and

(c) agree that you will be responsible and liable for any failure to comply with these Site Rules by your nominees, staff, invitees, Personnel and agents participating in the Activity.

You will be bound by these Terms and Conditions from the date you register to participate in the Activity.

These Site Rules must be read in conjunction with any other contract, agreement and/or terms and conditions agreed to with EGC related to Your Activities within the Event Precinct.

EGC may update these Site Rules at any time by notice in writing.

2. DEFINITIONS

For the purpose of these Site Rules, the following definitions are used:

(a) 'Activity' means the activity being conducted by You in the Event Precinct.

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

(c) 'EGC' means Experience Gold Coast Pty Ltd ACN 633 448 094.

(d) 'Event' means the Event/Festival produced by EGC including Blues on Broadbeach, Cooly Rocks On Festival, BLEACH* and Groundwater Country Music Festival or another Event as advised in writing to You.

(e) 'Event Precinct' means the Event location and surrounding suburbs as outlined on the Event site map for the Event. The Event Precinct includes approved road closures, venues, and parks.

(f) 'Personnel' means a party's officers, employees, agents, contractors and subcontractors, including officers, employees, agents and subcontractors of the party's subcontractors.

(g) 'Site Rules' means this document, and the terms outlined.

(h) 'You' includes you and all other individuals, Personnel, invitees and any other person acting on your behalf.

3. GENERAL OBLIGATIONS

When conducting Your Activities within the Event Precinct, You must:

(a) wear any accreditation lanyards or identification provided by EGC in accordance with any instructions provided by EGC;

(b) comply with all reasonable directions given by EGC in relation to Your use of the Event Precinct;

(c) conduct the Activities in a safe and proper manner;

(d) comply with all health, safety and security directions given by EGC in relation to the conduct of those Activities;

(e) use reasonable endeavours to minimise any nuisance, annoyance or obstruction to other occupiers, vendors or invitees of the Event;

(f) keep noise levels within a lawful and appropriate limit and not maintain high noise levels for any sustained period, without prior consent from EGC;

(g) keep the part of the Event Precinct where Your Activities are being conducted clean, tidy and free of rubbish;

(h) not alter, connect or disconnect any building services, including electrical, fire protection, ventilation, plumbing and sewerage services (unless agreed in writing with EGC and/or with the appropriate permits);

(i) not make any alteration or addition to any structure, fittings, facilities or equipment in the Event Precinct without the prior written consent of EGC;

(j) not do or omit to do any act or thing that would be likely to cause injury or damage to persons or property in or around the Event Precinct;

(k) promptly make good any damage, loss or injury to all or any part of the Event Precinct caused by Your Activity at Your expense (except to the extent that the damage, loss or injury was caused or contributed to by EGC or EGC Personnel);

(l) notify EGC as soon as practicable after becoming aware of any injury or health and safety incident that occurs in or around the Event Precinct; and

(m) notify EGC as soon as practicable after becoming aware of any damage to or loss of any property within the Event Precinct.

4. BEHAVIOUR AND CONDUCT

You must not engage in any of the following activities in the Event Precinct:

(a) threatening, aggressive, abusive or destructive behaviour;

(b) the use of foul or abusive language;

(c) sexual misconduct;

(d) drunkenness;

(e) discriminatory, religious, racial, political or homophobic behaviour or abuse;

(f) possession, distribution or consumption of illegal drugs or substances;

(g) criminal activity;

(h) littering;

(i) distribution, display or other use of advertising or promotional material (except with the prior written consent of EGC);

(j) distributing, hawking or offering for sale any goods or services (except with the prior written consent of EGC); or

(k) activities that could be considered dangerous or an unreasonable nuisance or annoyance to any other person.

You must:

(a) treat everyone with courtesy, respect, kindness, consideration, and sensitivity to their rights;

(b) respect everyone's rights to privacy and keep personal information in confidence;

(c) take EGCs responsibility for the health and safety of ourselves and others when carrying out Your duties seriously.

5. INDUCTION

You must complete any safety induction required by EGC before being permitted into the Event Precinct. If You fail to complete such inductions, EGC may refuse You access to the Event Precinct and assumes no responsibility for any costs or loss incurred by You as a result.

You must comply with any site requirements issued by EGC related to health, safety, risk and access while in the Event Precinct and surrounding areas.

6. SAFETY AND SECURITY

(a) You must at all times comply with the *Work Health and Safety Act 2011* and any other applicable health and safety laws or requirements, including ensuring that all of Your equipment is certified as 'fit for purpose'.

(b) EGC will provide roaming security during the Event, but You undertake Your Activity in the Event Precinct at Your own risk.

(c) You must ensure that You and Your property do not block any thoroughfare, including any stairs, steps, aisles, passages, entries or exits.

(d) You are fully responsible for the safekeeping of Your belongings, assets and property and for any loss of or damage to any of those items.

(e) You must comply with all reasonable requests of EGC in relation to health and safety while in the Event Precinct.

(f) If You are using LPG gas bottles, You must ensure that all of Your gas appliances comply with the Queensland Government guidelines. A copy of the LPG Safety Checklist can be downloaded here.

7. VEHICLES

You are not permitted to bring any vehicles into the Event Precinct (including to assist with installation/bump-in or bump-out) unless You:

(a) obtain written consent from EGC and comply with the conditions of any consent granted, noting that EGC will only grant consent for vehicle access to the Event Precinct if You can demonstrate a genuine need for such access;

(b) only access, operate or park Your vehicle as agreed with EGC;

(c) immediately comply with any request by EGC to move Your vehicle;

(d) ensure that any person (including You and Your Personnel) who operates a vehicle pursuant to Your consent obtained under clause 7(a) within the Event Precinct has a valid licence, on their person, to do so;

(e) ensure that any vehicle operated within the Event Precinct pursuant to a consent granted under clause 7(a):

  (i) is registered and has appropriate compulsory third party property insurance;

  (ii) is operated in a safe manner in compliance with all traffic rules and speed limits (including those set by EGC for the Event Precinct); and

  (iii) is not parked in driveways, parking lot aisles, fire lanes, designated loading areas, accessible spaces (except with a valid permit) or on footpaths; and

(f) ensure all vehicle movements on site are carried out with a spotter wearing hi visibility clothing.

You bring any vehicles into the Event Precinct at Your own risk and agree that EGC is not liable for any damage to or theft of that vehicle or its contents.

Any vehicle:

(g) left unattended in the Event Precinct;

(h) parked in contravention of these Site Rules; or

(i) that is otherwise non-compliant with the conditions of the consent granted under clause 7(a),

may be towed by EGC without notice to You and at Your expense.

8. WEATHER

EGC will monitor local weather in the lead up to and during the Event.

You will be advised of procedures to be followed in the event of severe weather.

You must promptly follow EGC's directions in relation to severe weather and acknowledge that You may be required to take action to secure Your Activity prior to severe weather reaching the Event Precinct in order to ensure the safety of persons and property.

In the event of severe weather, EGC may take any action it deems necessary with or without prior notice to You to ensure the safety of persons and property including:

(a) suspending your Activity;

(b) cancelling your Activity;

(c) issuing directions to alter Your Activity such as taking down marquees, removing signage, or packing away stalls; and

(d) adjusting installation (bump-in) or bump-out times or Event hours.

Subject to the Australian Consumer Law, the provisions of the Event terms and conditions (or ticket terms and conditions where relevant) and the provisions of any other contract, agreement and/or terms and conditions agreed to with EGC related to Your Activities within the Event Precinct, EGC is not required to issue any refunds or pay any compensation in relation to inclement or severe weather conditions.

9. EVENT RECORDINGS

You understand that, as part of the Event, photographs or audio or video recordings (**Recordings**) may be taken of You and Your activity and You give unconditional and irrevocable consent for EGC to use the Recordings without restriction as to changes or alterations and disclose any personal information in the Recordings for any purposes associated with the preparation, promotion or delivery of the Event.

You agree that in relation to EGC's use of the Recordings:

(a) You are not entitled to any remuneration, royalties or any other payment in respect of such use;

(b) You are not entitled to inspect or approve the Recordings or any changes or alterations to, or publication or reproduction of, the Recordings;

(c) EGC is under no obligation to use the Recordings in any particular way or at all;

(d) any use of the Recordings is made in good faith and is not intended to defame or offend You or damage Your reputation; and

(e) EGC may assign or transfer the benefit of the release and consent given to any person.

You release EGC from any and all claims and demands arising out of or in connection with the making, collecting, retaining, storing, publishing, reproducing, changing, altering, disclosing or use of the Recordings, including any claims based on defamation, copyright, negligence, privacy or right of publicity.

10. SMOKING

You may not smoke anywhere in the Event Precinct other than areas specifically and clearly designated as Smoking Areas.

11. ALCOHOL AND DRUGS

You must not consume alcohol while undertaking Your Activity or have a blood alcohol level over the legal limit while undertaking Your Activity.

You must not use illicit drugs while undertaking Your Activity or be affected by any illicit drugs while undertaking Your Activity.

You must not possess illicit drugs in the Event Precinct.

12. TOUTING

Touting is not permitted within the Event Precinct unless prior written approval from EGC has been granted and/or the required permit has been issued by the local authority (being the City of Gold Coast).