# NORTHERN NATS 09 CAMPING CONDITIONS OF SALE AND ENTRY

## 1. **DEFINITIONS**

- 1.1 'We' means the Event Organisers [Out There Productions Major Events Pty Ltd.
- 1.2 'The Event' means the [Northern Nats] Event.
- 1.3 'You' means the customer.
- 1.4 'Campgrounds' any campsite located within the precinct of the Event.
- 1.5 'Campsite' means the space in which is allocated in the Campgrounds.
- 1.6 'Camping Pass' means a camping ticket purchased to access the Campgrounds.
- 1.7 'Camping Conditions' means this document.
- 1.8 'Entrant Pass', '3 Day Crew Pass', '3 Day Pass', and '2 Day Pass' means a multi-day event ticket.

### 2. COMPLIANCE WITH CAMPING CONDITIONS OF SALE AND ENTRY

- 2.1 By purchasing a Camping Pass, You agree to adhere to these Camping Conditions.
- 2.2 By participating in camping at the Event, You agree to not engage in any activities that may contravene local laws or jeopardise the Event's reputation.

#### 3. TICKETS

- 3.1 By purchasing a Camping Pass, it is issued directly to you and cannot be resold, loaned, transferred or assigned to any other person.
- 3.2 A Camping Pass grants you conditional approval to access your Campsite for a specified period only.
- 3.3 Camping Passes must be accompanied by a valid Entrant Pass, 3 Day Crew Pass, 3 Day Pass or 2 Day Pass to gain access to the Campsite.
- 3.4 Camping Passes are redeemed for a camping wristband upon entry to the Event.
- 3.5 Camping wristbands are non-replaceable. Misplaced, forgotten, or damaged wristbands will not be replaced. Ticket holders will be required to repurchase a full-price Camping Pass for any misplaced, forgotten or damaged wristbands.
- 3.6 Failure to present your Entrant Pass, 3 Day Crew Pass, 3 Day Pass or 2 Day Pass and Camping Pass to authorised event personnel, may result in refusal of entry or being directed to leave the Campgrounds.
- 3.7 We reserve the right to limit the number of Camping Passes you can purchase. Additionally, We may, at our absolute discretion, cancel any Camping Passes purchased by you if it determines that you have exceeded a reasonable number of passes for the selected site and capacity.

### 4. CAMPSITES

- 4.1 Where Campsites are delineated by marked lines, you must remain within the boundaries of the Campsite. Including all camping gear and authorised vehicles.
- 4.2 You are prohibited from entering any other Campsite within the Campgrounds unless authorised by the respective ticket holders of that site.
- 4.3 Children under the age of 16 are not permitted to camp at the Event unless accompanied by a parent or legal guardian. Identification and proof of age may be requested for verification.
- 4.4 Upon vacating your Campsite, ensure that all personal belongings, camping gear, and vehicles are removed. Any materials or equipment left behind will incur an additional removal fee, which will be charged to the individual(s) responsible for booking the Campsite.
- 4.5 Overnight camping in the Event public car park is strictly prohibited. Camping onsite requires the purchase of a camping ticket.
- 4.6 We reserve the right to relocate or adjust the size and shape of your Campsite due to operational or safety concerns. In the event of such relocation or alteration, We will endeavour to provide an alternative Campsite at no extra cost. However, We will not be held liable for any additional expenses incurred by you.

# 5. REFUNDS AND CANCELLATION

5.1 We will provide a refund for Campsites and Camping Passes purchased by you under the following circumstances:

- 5.1.1 In the event of Event cancellation, rescheduling or significant relocation.
- 5.1.2 As otherwise required by law (including the Australian Consumer Law).
- 5.1.3 Upon a discretionary decision to issue a refund due to exceptional circumstances beyond your control (Exceptional Circumstances Refund).
- 5.2 Requests for Exceptional Circumstances Refunds must be formally submitted in writing to <a href="mailto:camping@ouththere.com.au">camping@ouththere.com.au</a> prior to the Event's commencement.
- 5.3 For the avoidance of doubt, refund requests based on a change of mind by the customer will not be considered.
- 5.4 In the event of Event Cancellation, rescheduling, or legal obligations mandating refunds, liability will be limited to the total amount paid by you for the Campsites and Camping Passes, to the extent permitted by law.

### 6. CONDUCT

- 6.1 You and your guests must maintain orderly conduct while attending the Event. We reserve the right to deny entry or remove individuals exhibiting intoxicated, disorderly, offensive, threatening, or inappropriate behaviour towards any person.
- 6.2 Respect for the Camping Site and fellow campers is essential. Any disruptive behaviour will not be tolerated and may result in expulsion from the Event.
- 6.3 You must always comply with directives from any authorised personnel within the Campgrounds.
- 6.4 CCTV cameras may be operational throughout the Event duration and regular security personnel patrols.
- 6.5 You are responsible for ensuring that any valuable items are safely secured. We accept no liability for loss or damage to personal belongings left within the Campgrounds.
- 6.6 Patrons must not cause damage to, misuse, remove or tamper with any Event site facilities, Event infrastructure, seating, toilets, furniture, vehicles, pipes, lighting, taps/fittings, electrical equipment, wiring, signage, or entering any bodies of water on-site. Additionally, patrons must not remove or attempt to remove items or objects from the Event or its vicinity.
- 6.7 Unless expressly authorised by the Event Organisers, You must not:
  - 6.7.1 do anything or conduct yourself in a way which, or which has the potential to unreasonably interfere with the security or comfort of other Campgrounds attendees or obstruct any Event personnel
  - 6.7.2 damage or deface any part of the Campgrounds or any other person's property
  - 6.7.3 use racist, indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner
  - 6.7.4 become intoxicated, use banned drugs or supply alcohol to minors
  - 6.7.5 enter any restricted area
  - 6.7.6 carry out any commercial or political activity within the Campgrounds, including offering goods or services for sale
  - 6.7.7 litter
  - 6.7.8 engage in any criminal activity
  - 6.7.9 use any items or materials to cordon off or "reserve" any space within the Campgrounds outside of your Campsite
  - 6.7.10 ignite any flare, firework, explosive or smoke bomb
- 6.8 Noise emitted from your Campsite must not be audible from neighbouring campsites between 11pm and 6am. Noise levels must be kept reasonable at all other times.
- 6.9 You acknowledge that you are responsible for the safety and security of your own personal property and hereby release the Event Organisers from any liability for loss or damage (including any direct, indirect or consequential loss or damage) to any personal property brought into any area of the Campgrounds.
- 6.10 We reserve the right to refuse entry to or remove individuals from the Campgrounds, cancel or confiscate Camping Passes, or take any necessary action if:
  - 6.10.1 There is a breach of these Camping Conditions
  - 6.10.2 There is a breach of any applicable law, regulation, or government directive
  - 6.10.3 We receive directives from law enforcement agencies
  - 6.10.4 We reasonably believe that an individual's conduct negatively impacts the safety, security, or comfort of other Campground attendees, or Event staff.

### 7. VEHICLES IN CAMPGROUNDS

- 7.1 Only accredited vehicles are permitted to be parked in the Campground. Vehicles approved for movement within the Campgrounds must adhere to the 10km/h speed limit at all.
- 7.2 STATIC CAMPING PASSES

- 7.2.1 Vehicles with a Static Vehicle Pass are allowed entry into the Campground upon arrival but must remain parked for the duration of the event.
- 7.2.2 Any Vehicle seen to be moving around the Event Site will be removed from the Event.

#### 7.3 ENTRANT VEHICLE PASSES

- 7.3.1 Only accredited Entrant vehicles are permitted to be moved from the Campgrounds and driven around the Event precinct.
- 7.4 You are responsible for ensuring that any oversized vehicles, buses, camper trailers, or caravans fit within your designated campground area. All camping equipment and authorised vehicles must remain within the marked campground boundaries.

#### 8. ALCOHOL AND PROHIBITED ITEMS & ACTIVITIES

- 8.1 Bringing alcohol into the Event or Campgrounds is strictly prohibited.
- 8.2 Personal belongings and motor vehicles are subject to search for prohibited items, including but not limited to, alcohol, glass, weapons, illegal substances, or any item deemed potentially illegal or offensive by Event organisers. Refusal to consent to a search will result in denial of entry to the Event without refund.
- 8.3 Individuals found supplying or purchasing alcohol for minors will be removed from the Event and may face legal consequences.
- 8.4 Individuals found supplying or using illicit substances will be ejected from the Event and may face legal consequences.
- 8.5 Non-alcoholic beverages brought into the Campgrounds must be unopened and sealed.
- 8.6 Unsealed empty plastic water bottles (no metal, glass or aluminium bottles) are permitted into the Event for filling.
- 8.7 Entrants driving approved motor vehicles within the Campgrounds are subject to the same limits and laws as per their current driving licence. Entrants must not be under the influence of alcohol. Random Breath Testing will be conducted on drivers and passengers in accordance with IHRA, the event sanctioning body.
- 8.8 Open fires are prohibited. Gas burners and gas BBQ's are permitted for cooking, with Fire Marshalls and Safety inspectors onsite to ensure safety compliance.
- 8.9 The use of fireworks in the Campground or Event site is strictly prohibited. Any person using fireworks will be removed from the Campground and the Event.
- 8.10 'Piggy backing' multiple extension leads is not permitted. Power leads must be approved for outdoor use and of suitable length.
- 8.11 Unless expressly authorised by the Event Organisers, the following items are strictly prohibited from entering the Event and the Campgrounds:
  - Alcohol purchased outside of the Event grounds
  - o Illicit substances and paraphernalia, including unidentifiable substances
  - o Canisters of Nitrous Oxide or CO2
  - Glass bottles, containers, or other glass objects (excluding sunglasses, binoculars and prescription glasses)
  - o Any beverage container with the manufactures seal broken
  - o Motorcycles
  - o Motorcycle club colours
  - o Flares, fireworks, explosives or any fire twirling equipment
  - o Weapons or explosives of any description
  - o Fires, candles or open flames
  - o Airhorns / sirens
  - Protest paraphernalia and banners
  - o Any clothing that could be mistaken for event personnel including hi-vis
  - o Pools and Spas
  - o Professional photography or video equipment
  - o Drones or any other remote-control devices
  - o Clothing bearing any racist language or images
  - o Skateboards, scooters, roller-skates, motorbikes, segways, hoverboards motorised or non-motorised.
  - o Golf carts or any personal motorised vehicles

- Motorised eskies
- o Gas bottles heavier than 9 kilograms (inclusive of gas)
- o Furniture that you are not willing to take home
- o Platforms, structures or materials to be used to erect platforms or other viewing platforms
- Anything that the event organiser reasonably considers will obstruct the view or jeopardise the safety,
   comfort or experience of other patrons
- Animals other than animals recognised as assistance animals under the Disability Discrimination Act
- Lasers
- o Loud Hailers / Megaphones / Public Address System
- o Spray cans of paint
- Any item that the Patron intends to distribute, hawk, sell, offer or expose for sale of which has not been approved by the Event Organiser.
- o Any other item that Event Personnel consider illegal or dangerous
- Any other item which the Event Organisers reasonably believes could negatively impact, or have the
  potential to negatively impact the safety, security or comfort of staff or other patrons within the
  Campgrounds or which are prohibited under applicable legislation.
- 8.12 We reserve the right to confiscate any prohibited items found at time of personnel or motor vehicle search or found on the Campgrounds. We will not be liable to return to you, or compensate you whatsoever for, anything confiscated.

### 9. LIABILITY

- 9.1 No modification of rights shall operate to the extent that such modification would exclude, restrict, or modify any condition, warranty, right, or liability, including any liability under the Competition and Consumer Act 2010 (the ACL), in a manner that would render these Camping Conditions or any provision thereof void, illegal, or unenforceable.
- 9.2 To the extent permitted by law, the total liability of the Event Organiser to you in relation to a breach of a statutory guarantee under the ACL will be limited in the manner set out in sections 64A(1) and 64A(2) of the
- 9.3 By attending the Campground, you agree to release and indemnify the Event Organiser against any loss, liability, damage, cost, or expense whatsoever and howsoever arising (whether direct or indirect) resulting from, or in connection with, any threatened or actual claim or action brought against the Event Organiser in respect of, or in connection with, your attendance at the Campground.
- 9.4 To the extent permitted by law, no condition, warranty, right, or liability, whether express or implied, applies to these Camping Conditions other than those expressly set out herein (collectively, the Modification of Rights).

# 10. PRIVACY

- 10.1 By purchasing a Campsite or Camping Pass, you consent to the Event Organisers collecting, using and storing your personal information in accordance with the Privacy Act 1988 for the following purposes:
  - 10.1.1 Providing you with a ticket;
  - 10.1.2 Allowing the Event Organisers to operate the Event; and
  - 10.1.3 Assisting the Event Organisers to promote the Event and subsequent similar events.

# 11. GENERAL

- 11.1 We reserve the right to amend these Camping Conditions if such changes are reasonably necessary. Copies of the latest Camping Conditions will be available at the Event.
- 11.2 These Camping Conditions are governed by the laws applicable in Queensland, and both you and the Event Organisers submit to the jurisdiction of the courts of that state.