

TASTING AUSTRALIA—MANAGED EVENT CONDITIONS OF SALE AND ENTRY

Version 1 | 29 November 2024

The Tasting Australia wine and food festival (Tasting Australia) from 2 – 11 May 2025 includes events organised by:

- (a) the South Australian Tourism Commission (“SATC”) (ABN 80 485 623 691), a statutory corporation established pursuant to the South Australian Tourism Commission Act 1993 (SA), of Level 9 250 Victoria Square/Tarntanyangga, Adelaide SA 5000 (“Managed Event(s)”); and
- (b) third party event managers responsible for the organisation, management and delivery of the event during the Tasting Australia festival program (“Associated Event(s)”), which are subject to a separate set of terms and conditions titled ‘Associated Events Conditions of Sale and Entry’

The following conditions of sale and entry (“respectively, the **Conditions**”) apply to the sale of tickets to, and attendance at a Managed Event and the purchase of gift vouchers for Tasting Australia:

Conditions

1. Each ticket is sold subject to these Conditions and any additional terms and conditions which are (a) displayed at the Managed Event venue; (b) disclosed as part of the event information for the Managed Event on www.tastingaustralia.com.au or via subsequent written communications delivered to the ticket holder at any time prior to the event; or (c) referred to in clause 2 below.
2. By purchasing a ticket, the ticket holder acknowledges and agrees that their participation in the Managed Event may involve transportation or services provided by third-party carriers (such as airlines, sea transit or bus and rail operators) or service providers. In such cases, the ticket holder may be required to comply with the terms and conditions of carriage or service of those providers.
3. SATC sells tickets for Managed Events and gift vouchers for Tasting Australia via Ferve Tickets Pty Ltd (ABN 41 074 903 085), a third-party supplier. Additional charges, including booking fees between \$0.90 and \$4.50 based on the total online shopping cart price, may be incurred. Purchases over \$80 will also be subject to credit card fees aligned with Australian Competition and Consumer Commission guidelines.
4. Except to the extent permitted by the *Competition and Consumer Act 2010* (Cth) and *Fair Trading Act 1987* (SA), tickets and gift vouchers cannot be exchanged

or refunded after purchase. Please see the [Tasting Australia Ticket Refund Policy](#) in respect of tickets and the gift voucher terms further below in these Conditions for more information.

5. Tickets remain the property of the SATC. The SATC reserves the right to confiscate tickets during the Managed Event.
6. Tickets are not transferable on or during the day of the Managed Event, must be always retained and produced if requested. A ticket holder requiring a pass-out must present a valid Managed Event ticket to regain entry.
7. SATC reserves the right to refuse entry to, or remove from the Managed Event, any person: (a) under the influence of drugs or alcohol; (b) who is disorderly; (c) engaged in offensive or inappropriate behaviour, or vandalism; (d) who evades legal admission to the Event; (e) carrying prohibited items on their person; or (f) with reasonable cause in its absolute discretion.
8. SATC reserves the right to add, withdraw or substitute any talent, performer, act, or activity associated with the Managed Event, vary programming, seating arrangements, audience capacity and gate opening and closing times.
9. If the Managed Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event, performance, or service.
10. By purchasing a ticket to a Managed Event or a gift voucher, you agree that ticket sales are final and except where permitted by law, you will not instigate a chargeback with your credit card issuer or any other payment service provider under any circumstances. If you have an issue with your purchase, please contact tastingaustralia@sa.gov.au.
11. A ticket holder may not make, reproduce, or use any form of still or moving picture or any sound recording (“Footage”) of the Managed Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose, without the consent of SATC, and will, if requested, assign all rights in Footage to SATC or its nominees.
12. The ticket holder may not, without prior written consent of SATC, bring any of the following to the Managed Event: (a) alcohol; (b) glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); (c) any seal-broken beverage container; (d) drink coolers or ice boxes; (e) any structure or item capable of supporting the weight of a person including chairs, lounges, benches or stools (excluding prams and strollers); (f) animals (other than accredited assistance dogs); (g) musical instruments; (h) weapons of any kind; (i) fireworks; (j) signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos; (k) or any item which could reasonably be deemed to cause public nuisance or offence to the Managed Event patrons.

13. SATC reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the Managed Event.
14. Smoking and use of e-cigarettes is not permitted at the Managed Event other than in designated smoking areas.
15. The ticket holder brings personal property to the Managed Event at his/her own risk. SATC will not be liable for loss of, or damage to, personal property.
16. Where concession or companion cards apply to the purchase of tickets, valid proof of identity must be presented for collection of tickets and entry to the Managed Event. Student discounts and concessions only apply to full-time students.
17. Children aged 12 years and under must be in the care, custody, and control of at least one adult ticket holder 18 years and over always during the Managed Event.
18. All Managed Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise the Managed Event organiser (tastingaustralia@sa.gov.au) of any change.
19. SATC will make reasonable endeavours to communicate with the ticket holder about the Managed Event but does not warrant that it will be able to communicate with all or any ticket holders about a particular matter, or that such communication will be timely, accurate or free from error.
20. Nothing in these Conditions is intended to exclude, restrict, or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted, or modified.
21. Where relevant, the ticket holder and any third party who purchases a ticket on behalf of the ticket holder (“**Third Party**”) each warrant that the Third Party has the ticket holder's full authority to act as the ticket holder's agent for the purposes of purchasing the ticket and accepting the Conditions.
22. The ticket holder releases and indemnifies SATC, the Event organisers, SATCs, sponsor organisations, landowners and lessees, their respective servants, officials, representatives, and agents (collectively “**Associated Entities**”) against any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted, or omitted to be done by the ticket holder in relation to the Managed Event.
23. The SATC requires ticket (and gift voucher) holder's personal information for the purposes of: (a) processing registration and ticketing for the Managed Event (including ticket sales via SATC's third-party supplier, Ferve Tickets Pty Ltd (ABN 41 074 903 085) and the sale of gift vouchers; (b) sending ticket and voucher holders' customer service emails including

Managed Event confirmations and reminders; (c) conducting market research and analysis that helps the SATC improve and customise its products and services (d) preventing or detecting unlawful behaviour, to protect or enforce the SATC's legal rights or as otherwise permitted by law; (e) ensuring the security of the SATC's and the SATC's supplier operations; (f) creating a profile about a ticket or voucher holder to help the SATC personalise its services to a ticket holder if the ticket/voucher holder has consented to SATC marketing; (g) sharing that personal information with: (i) third parties who supply goods and services: (A) on which the SATC's products and systems are built; or (B) so that they can run the Managed Event and for other reasons described in their respective privacy policies, (ii) government departments, agencies or other authorised bodies where permitted or required by law. The SATC will manage a ticket and voucher holder's personal information pursuant to the SATC's consumer information Privacy Policy Statement which can be found here <https://tourism.sa.gov.au/privacy-statement>. The Privacy Policy Statement sets out how the SATC collects, holds, uses, and discloses personal information for the purposes listed above.

24. The ticket holder expressly consents to the recording and use of his/her image and/or voice ("Likeness") for the purposes of worldwide commercial exploitation of his/her Likeness by SATC or any entity or person authorized by SATC, in any form SATC may decide or approve and without any payment or compensation to the ticket holder. The recording of the ticket holder's Likeness may be undertaken using a variety of methods, including by television cameras and photography.
25. These Conditions are governed by, and are to be construed in accordance with, the laws of South Australia and the parties to these Conditions irrevocably submit to the exclusive jurisdiction of the courts of South Australia.
26. These Conditions, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
27. A provision or part of a provision of these Conditions that is illegal or unenforceable may be severed from and the remaining provision or parts of the provisions of these Conditions continue in force.
28. Acceptance of these Conditions is indicated by the ticket holder's purchase of and/or entry to the Event.

Gift Vouchers

29. Vouchers are valid for three years from the date of purchase. Vouchers are treated as cash and cannot be replaced if lost or stolen.

30. Vouchers can be redeemed on any Managed Event or Associated Event sold via the authorised seller of Tasting Australia event tickets. Vouchers cannot be used for any other purchases (including without limitation, bar purchases, town square vendors, merchandise items or any purchases from organiser partners and/or sponsors) unless expressly specified. Vouchers cannot be returned or exchanged (whether in whole or in part) for cash or credit. Vouchers are not transferable.
31. If you are giving a Voucher to another person (“**Third Party**”), you each warrant that the Third Party has the voucher holder's full authority to act as the voucher holder's agent for the purposes of purchasing the voucher and accepting the Conditions.
32. The value stated on the voucher (or remaining on the voucher after partial redemption) is expressed inclusive of GST. Any purchases which exceed the value of the gift voucher will require the holder to pay the difference in price using another form of tender. Any balance that remains on the voucher after expiry will not be available for any use.
33. The ticketing Conditions (see above) apply to all Gift Vouchers and all references to ‘tickets’ or ‘ticket holder’, shall be treated as a reference to ‘gift vouchers’ or ‘gift voucher holder’ where the context requires the application to gift voucher holders.