



# Ticketing Terms and Conditions 2024

**THE GULLY SESSIONS 2025  
APPROVED AS OF NOVEMBER 2024**

## 1. TERMS & CONDITIONS OF SALE

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- 1.1 By purchasing a ticket and/or attending any show or event owned by Queensland Music Festival Pty Ltd or promoted as Queensland Music Trails (hereto known as 'QMF') - you agree to be bound by these terms.
- 1.2 Tickets are sold by Moshtix Pty Ltd - ABN 72 076 980 955 (Moshtix) as an agent for and behalf of Queensland Music Festival Pty Ltd - ABN 67 084 526 876 (QMF) and are subject to the [LPA Ticketing Code of Practice](#) and below Terms and Conditions.
- 1.3 These Terms and Conditions relate both to the sale of tickets and attendance at events and apply to both the original purchaser and any subsequent Ticketholders.
- 1.4 QMF may update these Terms and Conditions at any time in accordance with Australian Consumer Law and the Live Performance Award Ticketing Code of Practice. Any variations will only apply to ticket purchases made after these Terms and Conditions have been updated.

## 2. PURCHASE OF TICKETS

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- 2.1 Moshtix is the only authorised ticketing provider for all QMF-produced events. As such, QMF operates in accordance with the terms and conditions of Moshtix, and only tickets purchased through Moshtix will be accepted at event gates.
- 2.2 Ticketholders consent to the collection and retention of their personal information provided at point of purchase. Moshtix and QMF will hold your information as required by the Privacy Act 1988 (Cth) and in accordance with QMF's Privacy Policy and will contact Ticketholders in relation to ticketing matters and event information.
- 2.3 When purchasing tickets, Ticketholders are limited to a maximum number of tickets per transaction. Any tickets purchased more than the event ticket/transaction limit may be cancelled at the discretion of QMF.
- 2.4 There are cases where ticketing providers other than Moshtix may be used for non-QMF-produced events. In these instances, QMF may not be in control of the ticketing services for an event and, as such, tickets purchased via these alternate platforms would be subject to the ticketing policies of those service providers.

## 3. VARIATIONS TO EVENTS

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- 3.1 QMF reserves the right to add, withdraw, reschedule, or substitute artists and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and audience capacity.

## 4. REFUNDS AND EXCHANGES

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- 4.1 QMF will only offer a refund or exchange of a ticket if an event is cancelled, rescheduled, or significantly relocated (and patrons cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law).
- 4.2 QMF does not offer refunds to requests made after an event has taken place.
- 4.3 Ticketholders who upgrade their booking with [Secure Tickets](#) may be eligible for a refund. Full details can be found in the [Secure Ticket Terms and Conditions here](#).
- 4.4 In addition, QMF does not offer refunds or exchanges to Ticketholders who have not upgraded with Secure Tickets if they:

- a) have experienced a change in personal circumstances or change of mind;
  - b) are unable to travel to the event due to border closures or local Government area lockdowns that were not publicly known prior to the time of sale;
  - c) have been tested for COVID-19 and are awaiting test results (and the event falls within the period of awaiting test results);
  - d) are unable to attend as the event falls within an isolation/quarantine period; or
  - e) are currently feeling unwell with COVID-19 symptoms
- 4.5 If an event is rescheduled and Ticketholders are no longer able to attend, they must request a refund by the cut-off date advertised by QMF when the postponement is announced. The cut-off date is typically 28 days from the announcement, per the [LPA Ticketing Code of Practice](#). If a refund request is made after the cut-off date, Ticketholders may not be entitled to a refund as it will be considered a change of mind.
- 4.6 If an event is cancelled, rescheduled, or significantly relocated, all liability is limited to the amount for which the ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), neither QMF nor Moshtix will be liable for any other losses incurred by Ticketholders as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.
- 4.7 If a patron is removed from the Event and/or denied entry to the Event, they will not be entitled to any ticket refund in part or in full and/or any compensation, unless required by law.
- 4.8 Ticketholders should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements to attend an event. They may also wish to consider taking out a relevant insurance policy to cover for any losses in the event of cancellation, rescheduling or relocation.
- 4.9 Refunds will be automatically processed to the credit card originally used for purchase.
- 4.10 Ticketholders will not be refunded due to inclement weather unless considered extreme or ordered to evacuate.
- 4.11 Ticketholders are not required to be issued a refund due to an incorrect purchase. This will be monitored case by case and is up to the discretion of QMF.

## 5. RE-SALE OF TICKETS

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- 5.1 Tickets may not, without the prior written consent of QMF and Moshtix, be resold or offered for resale:
- a) at a premium (including via on-line auction or other unauthorised resale sites)
  - b) as advertising, promotion or other commercial purposes (including competitions and trade promotions)
  - c) to enhance the demand for other goods or services
  - d) using platforms or providers other than the Moshtix Resale Facility.
- 5.2 If a ticket is sold or used in breach of the above conditions, the ticket may be cancelled without a refund and Ticketholders of the ticket may be refused admission. QMF will use reasonable efforts to notify Ticketholders of such action.
- 5.3 If a Ticketholder cannot attend an event, they hold tickets for, they can re-sell these by logging into their Moshtix account and using the Moshtix Resale Facility. This is the only

authorised method for reselling – tickets sold or purchased through any other service provider such as Tixel, will not be accepted.

## 6. RE-ISSUE OF TICKETS

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- 6.1 Ticketholders can choose to pass on tickets to someone else by re-issuing the ticket via their Moshtix account. Ticket re-issues (i.e. change the name or date of birth on the ticket) are allowed only under the following conditions:
- a) Re-issues and ticketholder information must be updated through the purchaser's Moshtix account within 48 hours prior to the event start time. Names on tickets must match ID presented at the gates.
  - b) Re-issues must be completed while an event's online sales are available or within 48 hours of the event start time. Ticketholders must ensure this process is completed in time to avoid issues at entry to the event.

## 7. SYSTEM ERRORS

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- 7.1 If the amount paid for the ticket/s is incorrect, the ticket/s may be cancelled, and the amount paid refunded. This applies regardless of whether the error arose due to:
- a) an error in a price communicated.
  - b) or if a patron purchases a ticket for a performance that was not supposed to have been released for sale, or
  - c) human error or a transactional malfunction of a QMF or Moshtix operated system.
- 7.2 If a ticket has been cancelled, a replacement ticket at the correct price may be offered.

## 8. CONDITIONS OF ENTRY

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- 8.1 As a condition of entry, Ticketholders agree to the following:
- a) Ticketholders MUST show valid Photo ID at the Event entrance and or Event Campground wrist-banding station bearing the same name and date of birth details as those printed on their Event and or Camping tickets, unless stipulated in the Event details.
  - b) Ticketholders must abide by the age restrictions determined by QMF at point of purchase and within the event itself.
  - c) QMF reserves the right to refuse admission or to eject a Patron for intoxication, aggressive, or anti-social behaviour, and for behaviour likely to cause damage, injury, nuisance, annoyance or for failure to comply with reasonable requests. Those ejected from the Event will not be re-admitted and tickets will not be refunded.
  - d) By entering an Event, you consent to being filmed and photographed during the Event. Footage or images may be reproduced, published, and exploited by QMF without restriction including but not limited to marketing and promotional use and in all media.
  - e) No BYO alcohol to be Ticketholders brought to the Event. Alcohol may be available for purchase at the Event. Patrons found to have brought alcohol into the Event will be evicted from the Event. Patrons who wish to consume alcohol must provide

Proof of Age (18+). It is an offence to supply minors with alcohol and anyone found supplying minors with alcohol will be referred to Police and evicted from the Event.

- f) No glass to be brought to the Event - this includes wine glasses, jars, or any other containers or items made of glass.
- g) Bags and other items may be subject to inspection and Patrons may be searched. Patrons who refuse inspections or searches may be denied entry to the Event.  
Patrons must review individual event prohibited items to review what type of bags are allowed into the event.
- h) Patrons assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it arises at the Event. Patrons bring personal effects onto the premises at their own risk. QMF will not be responsible for any damage to or loss or theft of a Patron's personal property.
- i) Smoking (including the use of electronic cigarettes or similar devices that are designed to simulate smoking) is prohibited in all areas, dependent upon licensing and Venue rules. Patrons who fail to obey a direction from QMF or another authorised person to cease smoking in the event area will be removed from the Event.
- j) Patrons who are, in the opinion of QMF, offensively attired or whose attire may cause a hazard or compromise safety may be refused entry into the Event.
- k) Persons under the age of 16 must be always under the direct supervision of an adult. QMF reserves the right to refuse entry to, or to remove from, the event or to refer to the police any persons under the age of 16 who are without adult supervision.
- l) QMF reserves the right to cancel or re-schedule the Event. If the Event is cancelled or re-scheduled, QMF will use best endeavours to notify Ticketholders via its website, email, and social media. In the case of re-scheduled Events, Ticketholders unable to attend the re-scheduled Event must apply for a refund within five working days of the re-scheduled Event. Ticketholders of free or complimentary tickets will not be entitled to a refund for a cancelled or re-scheduled Event.
- m) QMF reserves the right to change the Event line-up without prior notification. In the event of a change of the act line-up, refunds will not be available.
- n) All pets (with the exception of service animals) are prohibited from QMF Events, unless stipulated within the Event details.
- o) Pass outs are permitted at all Outback Trail Events, Ticketholders consent to having their belongings searched by security upon re-entry to the Event Venue.
- p) Campfires are prohibited at all Outback Trail Campsites, unless stipulated on the Event Page.

## PERMITTED AND BANNED ITEMS

### Banned items that are not allowed in the event area:

- Illegal drugs and drug paraphernalia
- Alcohol brought in from outside of the event.
- Open / unsealed or partly full bottles of water, etc (sealed /unopened bottles are fine to bring in)
- Sealable pouches\* (yoghurt, baby food pouches) (\*exceptions for families with children under 5 years of age)
- Glass of any kind
- Weapons of any kind
- Fireworks, flares, fire twirling paraphernalia (sticks, balls etc)
- Laser lights
- Glow Sticks
- Milk / bread crates
- Inflatable furniture of any kind
- Video and audio recording devices, including Go Pros (other than mobile phones)
- Professional still cameras (small still cameras ARE allowed)
- Selfie sticks
- Drones
- Protest paraphernalia and banners
- Umbrellas (please use a plastic poncho or a raincoat instead)
- Water pistols
- Skateboards
- Slingshots
- Culturally sensitive items and attire
- Non-biodegradable glitter
- Anything studded (i.e. belts, wristbands etc)
- Clothing, jewellery or accessory displaying the name of any motorcycle-related or similar organisations or any “declared organisation” within the meaning of the Crimes (Criminal Organisation Control) Act 2009 is not permitted
- Strictly no animals (with the exception of service or assistance animals, such as guide dogs)
- Any other items considered illegal or dangerous
- Food not purchased inside the Event (\*exceptions for families with children under 5 years of age)
  
- **Banned items in the CAMPGROUND area or CARPARKS:**
- Alcohol brought in from outside of the event - no BYO alcohol in the campgrounds unless stated otherwise. Please refer to individual event FAQs for more information.
- Illegal drugs and drug paraphernalia
- Sealable pouches\* (yoghurt, baby food pouches) (\* exceptions for families with children under 5 years of age)

- Glass of any kind
- Weapons of any kind
- Fireworks, flares, fire twirling paraphernalia (sticks, balls etc)
- Campfires, candles, and naked flames are not permitted in any of the campgrounds unless specified within the Event.
- Any containers of liquid fuel (kerosene, petrol, diesel etc)
- Laser Lights
- Couches, bean bags or large furniture items
- Inflatable furniture of any kind
- Video and audio recording devices, including Go Pros (other than mobile phones)
- Professional still cameras (small still cameras ARE allowed)
- Drones
- Glass
- Protest paraphernalia and banners
- Culturally sensitive items and attire
- Non-biodegradable glitter
- Anything studded (belts, wristbands etc)
- Clothing, jewellery or accessory displaying the name of any motorcycle-related or similar organisations or any “declared organisation” within the meaning of the Crimes (Criminal Organisation Control) Act 2009 is not permitted
- Strictly no animals (with the exception of service or assistance animals, such as guide dogs)
- Any other items considered illegal or dangerous

## **MOSHTIX PURCHASE POLICY**

Link here <https://www.moshtix.com.au/v2/termsandconditions>

IMPORTANT PLEASE READ: You must agree to these Terms and Conditions to purchase tickets. Moshtix may, without notice, invalidate any tickets that are believed to be in breach of these terms and conditions, and no refund, replacement or compensation will be offered.

1) THIS EVENT MAY BE SUBJECT TO AGE RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO CHECK THE EVENT PURCHASE PAGE FOR CONFIRMATION OF ANY AGE RESTRICTIONS.

- If this event is classified as an 18+ event, you will be required to present a legal form of photo ID at the event entry, such as a current Australian driver’s license (international driver’s licenses won’t be accepted), State Approved ‘Proof Of Age’ card or a valid Passport.
- If this event is classified as an under 18 event, you are not allowed to attend if you are over the age of 18 years. You will be required to provide valid photo ID to show that you are under 18 years of age.
- If this event is classified as all ages, you may attend if you are over the age of 18 years, however this event may be unlicensed, or if it is licensed, you will be required to present a photo ID to access licensed areas.

2) No refunds or exchanges on any ticket except as required by and/or specified by the Live Performance Australia Industry Code of Practice. Incorrect purchases are NOT guaranteed a refund and are at the discretion of the promoter/venue/event organiser.

3) The ability to reissue (change the name on your ticket) or offer your ticket for resale (sell your ticket onto an anonymous buyer) may be available for a nominated fee per ticket, however these services are at the discretion of the event organiser and may be subject to change. To check if either service is available, log into your moshtix account after you have purchased the ticket(s). Should ticket reissues be available, they will conclude prior to the door/gate opening time unless otherwise specified by the event organiser. Should tickets be available to be offered for resale these cannot be guaranteed to be resold.

4) Your electronic ticket is your ticket to the event and must be presented at the event entry to gain entry. Your ticket will be emailed to the email address specified during booking as either a PDF attachment or Passbook link once your credit card has been successfully charged. If you do not receive your ticket(s) you can log in to your moshtix account to either re-send or download a copy. Otherwise, please bring photo ID and the credit card used to purchase the ticket(s) to the event entry gate.

5) At the point of entry the ticket presented must match the FULL NAME and DATE OF BIRTH (where required) specified in your booking history. You will be asked to present a current matching legal form of identification such as, a current Australian or New Zealand driver's license, 'Proof of Age' card or valid Passport.

6) You may either (A) nominate 1 FULL NAME for all tickets and receive ONE barcoded ticket, in which case everyone must arrive at once in a group. OR; (B) You may Nominate ALL attendee FULL NAMES and DATES OF BIRTH (where required) and receive separate barcoded tickets for everyone, each person may then arrive separately. Each ticket will be emailed separately to the nominated email address.

7) Any tickets purchased in excess of the event ticket/transaction limit may be cancelled at the discretion of moshtix or the event organiser.

8) Each ticket attracts a booking fee, which are inclusive of GST. All tickets and products listed on [www.moshtix.com.au](http://www.moshtix.com.au) are priced in Australian dollars. All tickets and products listed on [www.moshtix.co.nz](http://www.moshtix.co.nz) are priced in New Zealand dollars.

9) The event organiser reserves the right to withdraw, reschedule or substitute artist/s and/or vary advertised prices, event times and inclusions without notice. The event organiser reserves the right of admission and to enforce the venue entry conditions set by the venue.

10) Should the event be cancelled or rescheduled, moshtix will contact you via the nominated email address.

11) It is a condition of sale that tickets may not be offered for unauthorised resale, on 3rd party websites such as Ebay or Gumtree. Tickets may not be resold or offered for resale at a premium (including online auction sites) or used for advertising, promotion or other commercial purposes. If a ticket is used in breach of these conditions, it may be cancelled without refund and the ticket bearer may be refused admission.

12) Moshtix provides this ticketing service on behalf of the event promoter/venue/event organiser.



## **MOSHTIX ADDITIONAL INFORMATION**

**AGE RESTRICTIONS:** This event may be subject to age restrictions. Please ensure you check the event purchase page for confirmation of age restrictions. If this event is classified as an 18+ event, you will be asked to present a legal form of identification at the event entry, such as a current Australian driver's license (international driver's licenses won't be accepted, State Approved 'Proof Of Age' card or a valid Passport. If this event is classified as an under 18 event, you may not attend if you are over the age of 18 years. Valid Photo ID may be required to provide documentation stating you are under 18 years of age. If this event is classified as all ages, you may attend if you are over the age of 18 years however this event may be unlicensed or you may be required to present a legal form of identification to access licensed areas.

**REFUNDS AND REISSUES (NAME CHANGES):** If you or your guests are unable to attend, the ability to re-issue (change the name on your ticket) or offer your ticket for re-sale (sell your ticket onto an anonymous buyer) may be available for a nominated fee per ticket but is at the discretion of the event organiser and may be subject to change. To check if either service is available, log into your Moshtix account after you have purchased the ticket(s). Should ticket re-issues be available these will close approximately 48 hours prior to event start time. Should tickets be available to be offered for re-sale these cannot be guaranteed to be resold. There are no refunds or exchanges on any ticket except as required by and/or specified by the Live Performance Australia Industry Code of Practice.

**IDENTIFICATION:** At the point of entry, please present your ticket and matching legal form of identification such as, a current Australian driver's license, "Proof of Age" card or valid Passport. If you are unable to print your ticket(s), you can present the electronic version of the ticket which can be scanned on your mobile or tablet device, or displayed on iPhones using the Passbook application.

**EVENT ENTRY:** The event organiser and venue reserves the right to withdraw, reschedule or substitute artists and/or vary advertised prices, event times and inclusions without notice. The event organiser and venue reserves the right of admission and to enforce the Venue Entry Conditions. Please check the event organiser or venue website for additional terms and conditions of entry to the event.

**SCALPING:** It is a condition of sale that tickets may not be offered for unauthorised re-sale, on 3rd party websites such as Ebay or Gumtree. Tickets may not be resold or offered for resale at a premium (including online auction sites) or used for advertising, promotion or other commercial purposes. If a ticket is used in breach of these conditions, it may be cancelled without refund and the bearer of the ticket may be refused admission.

**IMPORTANT:** Moshtix may, without prior written notice, invalidate any tickets that are believed to be in breach of these terms and conditions, and no refund, replacement or compensation will be offered.

