

TICKETING TERMS AND CONDITIONS OF SALE

1. TERMS & CONDITIONS OF SALE

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 Ferve - ABN 41 074 903 085 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

2.1 Ferve is the preferred authorised ticketing provider for all QMF-produced events. As such, QMF operates in accordance with the terms and conditions of Ferve, and only tickets purchased through Ferve will be accepted at event gates.

2.2 Ticketholders consent to the collection and retention of their personal information provided at point of purchase. Ferve 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 Ferve may be used for QMF 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. All approved ticket providers will be noted on the QMF & QLD Music Trails official websites.

3. VARIATIONS TO EVENTS

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

4.1 QMF will only offer a refund or exchange of a ticket/s if;

a) An event is cancelled, rescheduled, or significantly relocated (and patrons cannot or do not wish to attend the rescheduled or relocated event) outside of force majeure.

b) If an injury, or an illness is affecting you or a member of your immediate family; which prevents you from attending the scheduled event.

c) Bereavement happening to you or a member of your immediate family within a 4-week period prior to the booked event.

**b) & c) require a doctor's report where your refund request is for injury or illness or a death certificate where your refund request is for death.*

d) Jury service (with Govt mandated letter documentation provided) which you were unaware of at the time of the booking, you are being summoned to appear at court proceedings as a witness which you were unaware of at the time of booking.

e) You are a member of the armed forces and being posted overseas unexpectedly (with Govt mandated letter documentation provided).

f) You are being relocated permanently for work by your employer to more than 160 kilometres from the booked event & will be in place at the time of the event which you were unaware of at the time of booking.

1. G) Burglary, fire and/or flood at your residence within 48 hours immediately before the booked event that required the attendance of the emergency services (and police report is provided)

H) 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 In addition, QMF does not offer refunds or exchanges to Ticketholders if they:

1. have experienced a change in personal circumstances or change of mind;
2. 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;
3. have been tested for COVID-19 and are awaiting test results (and the event falls within the period of awaiting test results);
4. are unable to attend as the event falls within an isolation/quarantine period; or
5. are currently feeling unwell with COVID-19 symptoms
6. are unable to provide a doctor's report for injury or illness;

7. have made an incorrect ticket purchase on their order.
8. If the event becomes adversely affected or cancelled as a result of severely inclement weather; order of emergency works by a competent authority; action by our landlords, the local authority or any other competent authority, or other circumstances beyond our control, any present or future statute, law, ordinance, regulation, order judgment or decree; act of God, earthquake, flood, fire, pandemic, epidemic, accident, explosion or casualty; lockout, boycott, strike, riot, civil disturbance, threat or act of terrorism, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, delay of a common carrier, or any other similar or dissimilar cause or causes outside the reasonable control of either party, then we shall not be liable for a refund.

4.4 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.

4.5 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 Ferve 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.

4.6 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.

4.7 Ticketholders should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when deciding 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.

4.8 Refunds will be automatically processed to the credit card originally used for purchase.

4.9 Ticketholders will not be refunded due to inclement weather unless considered extreme or ordered to evacuate.

4.10 The event organiser holds the right to change ticket pricing at any time inclusive of discounts and deals. If an event's ticket price is altered, patrons are not entitled to a refund as per the LPA Ticketing Code of Practice.

4.11 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.

4.12 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.

5. RE-SALE OF TICKETS

5.1 Tickets may not, without the prior written consent of QMF and Ferve, be resold or offered for resale:

1. at a premium (including via on-line auction or other unauthorised resale sites)
2. as advertising, promotion or other commercial purposes (including competitions and trade promotions)
3. to enhance the demand for other goods or services

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.

6. RE-ISSUE OF TICKETS

6.1 Ticketholders can choose to pass on tickets to someone else by re-issuing the ticket. Customers need to get in touch with QMF to complete this process. Ticket re-issues (i.e. change the name or date of birth on the ticket) are allowed only under the following conditions:

1. Re-issues and ticketholder information must be updated by contacting QMF no less than 7 days before an event. Re-issues requested after this date are not guaranteed to be completed. Customers will not be refunded for neglecting to perform a re-issue in the allotted time.

7. SYSTEM ERRORS

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.
- d) If a ticket has been cancelled, a replacement ticket at the correct price may be offered.

TERMS AND CONDITIONS OF EVENT SITE ENTRY

This site is managed by Queensland Music Festival (QMF) alongside our venue partners, as part of Queensland Music Trails.

CONDITIONS OF ENTRY

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.
- 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 BYO food to be brought into the event.

g) No glass to be brought to the Event - this includes wine glasses, jars, or any other containers or items made of glass.

h) 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.

i) 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.

j) 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.

k) 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.

l) 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.

m) 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.

n) 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.

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 12 years of age)
- Glass of any kind
- Weapons of any kind
- Fireworks, flares, fire twirling paraphernalia (sticks, balls etc)
- Laser lights
- 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
- 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

Banned items in the CAMPGROUND area or CARPARK:

- 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 12 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 except for the Opera at Jimbour campsite.
- 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