

## **Camping Terms & Conditions**

These Terms and Conditions ("Terms") govern all tickets ("Tickets") purchased to attend the campgrounds at Strummingbird Sunshine Coast and Perth 2025 (the "Campgrounds"). Before proceeding with a purchase, the prospective purchaser of a Ticket to the Campgrounds must carefully read these Terms, and, if unsure as to their meaning and application, seek legal advice.

By purchasing a Ticket to the Campgrounds, the purchaser agrees with these Terms and becomes a ticket holder ("you" or "Patron" or "Ticket Holder"). The Terms will be printed in an abbreviated form on the Tickets and in the case of any conflict between these Terms and the abbreviated form, these Terms will prevail.

**All persons who camp at the Campgrounds must hold a valid ticket to the Strummingbird Festival. For the avoidance of doubt, purchase of a Ticket to the Campgrounds does not entitle the Ticket Holder to entry to the Strummingbird Festival. Strummingbird Festival tickets must be purchased separately.**

Rights to use the Campgrounds are managed by Kicks Entertainment Events Pty Ltd (ABN 58 155 382 326) (the "Promoter") under its agreement with the owner of the venue. The official ticketing agent is Moshtix Pty Ltd ABN 72 076 980 955 ("Moshtix").

The Promoter and Moshtix are collectively referred to as the "Sellers". The Sellers may vary these Terms from time to time, but the amendments will only apply to purchases made after any amendments are made (save that the Promoter may update the list of Prohibited Items at any time prior to the date that is 7 days prior to the date the Campgrounds open. If the list of Prohibited Items is updated Ticket Holders will be notified via email). A copy of the latest Terms can be found at [www.strummingbird.com.au/policies-conditions](http://www.strummingbird.com.au/policies-conditions). The conditions of entry to the Campgrounds are incorporated into these Terms and apply to any Ticket purchased.

## **TERMS OF TICKET PURCHASE**

Tickets may only be purchased by persons aged 18 years and over. If you are purchasing tickets for a person aged under 18 the Youth Policy set out below will apply. Please read the Youth Policy before you purchase any tickets for persons aged under 18. All prices quoted for Tickets are in Australian dollars and include GST. Each Ticket comes with a tax invoice. Prices are subject to change (other than where you have a ticket in your cart for purchase). A one-off service fee by Moshtix applies on all purchases on a per-ticket basis. Each Ticket Holder warrants that they have the authority to make payment for a Ticket and that it owns or holds or has the express permission of the owner/holder of a credit card or other payment facility used to purchase the Ticket. Tickets are only valid if purchased through Moshtix or an official resale platform.

The sale or re-sale of a Ticket by the Ticket Holder (including online auction sites) by any method other than the official resale platforms for the event as listed on [strummingbird.com.au/tickets](http://strummingbird.com.au/tickets) is prohibited.

The Promoter reserves the right to enforce ticket purchase limits published from time to time at the point of sale or resale and to cancel any tickets obtained above such limits by any one customer.

Tickets may not be resold or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services unless this has been approved in writing by the Promoter. If a Ticket is sold or used in breach of this condition, the bearer of the Ticket may be refused admission to the Campgrounds and the Promoter reserves the right to take further legal action.

Ticket Holders consent to the Promoter collecting and retaining their personal information. The Promoter will hold your information as required by the Privacy Act 1988 (Cth) and will deal with your information (including as to how you can withdraw your consent) in accordance with the Promoter's Privacy Policy which is available at [www.strummingbird.com.au/policies-conditions](http://www.strummingbird.com.au/policies-conditions).

## **REFUNDS**

Tickets are non-refundable and non-exchangeable other than as set out in these Terms.

No refunds will be given on Tickets except as required by law (including the Australian Consumer Law) and/or as required by the Live Performance Australia Ticketing Code of Practice. Choose carefully as refunds will generally not be available if you make an error when selecting your Tickets, or where you change your mind.

If camping at the Campgrounds is cancelled, we will use reasonable endeavours to notify you.

Personal arrangements relating to camping at the Campgrounds including, but not limited to, travel, subsistence and accommodation are at your own risk and the Promoter shall not be liable for any losses incurred from personal arrangements or wasted expenditure beyond the Ticket refund, unless required by applicable law.

The Promoter is not liable for any loss, injury, damage or compensation (including, without limitation, any travel costs, accommodation costs or out of pocket expenses), as a result of camping at the Campgrounds being cancelled, postponed, relocated or changed for whatever reason. If camping at the Campgrounds is cancelled in whole or in part by an act of God, extreme weather, act of war, act of terrorism, civil commotion, industrial dispute, communicable disease or for any event or threat outside of the control of the Promoter then any refunds shall be at the Promoter's absolute discretion (unless otherwise required by law).

#### **RESALE**

The Promoter does not guarantee the authenticity of tickets purchased from unauthorised third-party resellers or resale sites (including but not limited to Viagogo, Gumtree and Facebook).

Tickets may not be resold for an amount exceeding 110% of the original supply cost of the ticket (or such other amount as specified under applicable laws from time to time). A ticket may be cancelled if an attempt is made to resell the ticket in breach of the foregoing.

Tickets may be resold via the ticket resale facility offered via Moshtix should one be made available or, if applicable, recommended ticketing resale outlets for Tickets as detailed at [strummingbird.com.au/tickets](http://strummingbird.com.au/tickets) (the "Event Website"). The Promoter does not guarantee the authenticity of any ticket transacted via a ticket resale service not listed on the Event Website.

The functionality, timing of availability, any fees payable and applicable terms and conditions in relation to the use of any such facility will be as determined by the Promoter and Moshtix or official ticketing resale outlet from time to time. Ticket purchasers acknowledge and agree that the Promoter is not required to offer such a facility and may withdraw it any time.

Name changes can be facilitated through Moshtix.

If a ticket is sold or used in breach of these terms, the bearer of the ticket may be refused admission to the Venue and the Campgrounds and the Promoter reserves the right to take further legal action.

#### **ACCESS TO CAMPGROUND**

Your ability to access the Campground is subject to the following sections of these Terms. Certain sections of these Terms may or may not apply to you depending on the nature of entry and/or participation in the Campgrounds, however different sections of these Terms may and can apply to you concurrently as relevant to you, or intermittently if the nature of your participation in the Campgrounds changes. Likewise, any provision of these Terms which are or become unenforceable shall not invalidate the other provisions of these Terms. These Terms apply to all persons who attend the Campgrounds.

#### **CAMPING SERVICES**

Each Ticket entitles the Ticket Holder to the site specified on the Ticket. Tickets are offered in two categories:

1. "Free Pitch" - where you will be provided with an upowered site but must bring all of your own camping equipment (including tent); and
2. "Campervan" - where you will be provided with an unpowered site of the size specified at the time of purchase, but must bring your own vehicle and camping equipment.

The details of the maximum number of persons who may occupy a site will be specified on the relevant Ticket (for example, procuring a 4-person pitch means the maximum capacity for that site is 4 persons). Maximum capacity for "Free Pitch" and "Campervan" sites is 4 persons.

Access to and use of the Campgrounds may occur in any weather subject to the discretion of the Promoter.

### **SPECIFIC TERMS IN RELATION TO SITES, TENTS AND CAMPING GEAR**

You are solely responsible for providing all tents and other camping gear. Sites are not powered so you must bring your own power sources. Personal use generators are permitted however they must not be used between 10pm and 8pm. This restriction does not apply to noise suppressed/silent generators that are used to power necessary medical devices.

Your site should be inspected on arrival and any defects or other issues should be brought to the attention of Campground staff at the Campground Check-In Tent as soon as is reasonably practicable following arrival to ensure that any defects or other issues are promptly dealt with.

While you are at the Campground your tent, campervan, or other materials brought onto the Campground by you may be subject to reasonable searches at any time for Prohibited Items (a full list of which is set out below). Any person found to be in possession of weapons, or in possession of, supplying, or consuming illicit drugs or other illegal or dangerous items will be reported to Police.

You are responsible for all damage that occurs to any campsite, tent, or camping gear (other than to the extent caused or contributed to by any negligent or intentional act or omission of the Promoter) and will be liable for the cost of rectification of site damage, or replacement or rectification of any damaged tent or camping gear in such circumstances.

### **"CAMPERVAN" SITES**

The following additional terms and conditions apply in respect of Campervan sites:

Each Campervan site will accommodate one vehicle. Commercial vehicles such as buses are not permitted. Each vehicle may be searched by security for any Prohibited Items.

Maximum site capacity is 4 persons for an 8 x 5 metre site.

Tents or additional structures are permitted to be erected on the Campervan site provided they fit fully within the site. Such structures do not increase the maximum capacity of the site. Please note that the Perth site is on hard stand and is not suitable for pegging.

Vehicles must not be driven or operated at speeds in excess of 20km/h while in the Campgrounds.

### **ENTRY PROCESS AND WRISTBANDS**

All persons entering the Campgrounds must have a valid Ticket or other accreditation. Persons at the Campgrounds without a valid Ticket or event accreditation may be removed in the discretion of the Promoter.

The Promoter reserves the right to refuse entry to any Ticket Holder in accordance with powers conferred on it under applicable law. Reasons for such refusal may include intoxication, or wearing motorcycle colours, patches or insignia.

Do not share your Ticket barcode with anyone else or you may be denied entry. The Promoter reserves the right to deny admission to the holder of any Ticket that appears to have been tampered with, counterfeited or duplicated.

Your Ticket will be exchanged for a wristband that you MUST keep on for the duration of your attendance at the Campground. Lost, damaged or stolen wristbands will not be replaced. Anyone found at the Campground without a wristband may be ejected from the Campground in the Promoter's discretion.

Each Campground attendee must hold a valid Ticket.

Ticket Holders MUST show valid Photo ID at the Campgrounds entrance bearing the same name as printed on their Ticket. Security has the right to ask you for additional verification of identity on request.

Valid forms of identification include:

- 18+ Passport, Photo Driver Licence
- Proof of Age card (including Keypass)
- International Passports
- Digital IDs

Invalid forms of identification are:

- Photo identification that has been tampered with
- Photo identification that is expired
- Photos of identification documents
- International driver's licences

You may be asked to submit to reasonable searches by security upon entry to the Campgrounds and/or while at the Campgrounds. If you refuse to submit to such a search, you may be refused entry or removed from the Campgrounds or Event without a refund.

The Promoter reserves the right to refuse a Ticket Holder admission to the Campgrounds and/or to evict any person from the Campgrounds if they are affected by alcohol or drugs, or act in contravention of any of these Terms.

## **YOUTH POLICY**

To ensure the safety and security of all attending the Campgrounds this Youth Policy forms part of the Conditions of Entry for the Campgrounds.

Tickets for persons aged under 18 ("Minors") are only sold in conjunction with tickets for persons aged 18 or over ("Adults"). When purchasing a ticket in conjunction with tickets for Minors an Adult must warrant that they are:

- a family member or responsible guardian of the Minor;
- standing in the position, and undertaking responsibilities of, the parent of the Minor with the parent or guardian's consent; or
- the spouse or domestic partner of the Minor.

Minors MUST be accompanied by a responsible Adult holding a valid Adult Campground ticket (a "Responsible Adult") when entering the Campgrounds and at ALL times whilst at the Campgrounds. The Responsible Adult for a Minor is the person aged 18 years of age or older who enters the Campgrounds with the relevant Minor and whose name and mobile phone number is recorded on the Minor's wristband at the time of entry.

A maximum of three Minors may be accompanied by a single Responsible Adult.

Minors not accompanied by a Responsible Adult holding a valid Adult Campgrounds ticket will be denied entry into the Campgrounds or may be removed from the Campgrounds.

The Responsible Adult is responsible for the behaviour and actions of the accompanying Minors while at the Campgrounds and must supervise the accompanying Minors while they are at the Campgrounds.

It is the obligation of the Responsible Adult to ensure that they and all Minors accompanying them comply with these Terms and instructions issued by Campgrounds Staff.

The Responsible Adult must ensure that Minors under their supervision do not engage in any illegal or disruptive activities at any time whilst at the Campgrounds. This includes underage drinking, use of illicit substances, or any disruptive or illegal behaviour. Any breach of these conditions may result in the eviction of the Responsible Adult and all accompanying Minors from the Campgrounds. The Promoter reserves the right to involve the police in relation to any illegal behaviour.

Any person found to have supplied a Minor with alcohol will have their wristband removed, will be removed from the Campgrounds with any accompanying Minors, and police will be notified.

Responsible Adults who become intoxicated (which may be determined by the Promoter or any other appropriately authorised person in their discretion) may be removed from the Campgrounds with their accompanying Minors.

All Adult ticket holders will be checked for ID at the entry gates.

## **CAMPGROUND RULES**

You must keep your site clean and reasonably neat and tidy including disposing of rubbish and other waste in bins or as otherwise directed by Campground staff.

The Campgrounds are an alcohol-free zone. Alcohol cannot be brought into the Campgrounds including the entertainment area and car parks. Any alcohol brought into the Campgrounds will be confiscated and will not be returned. The Promoter reserves the right to take any action it deems reasonably necessary in such circumstances.

Smoking and vaping are not permitted at the Campgrounds.

The Campgrounds have designated quiet hours between 10pm and 8am. During this period generators (other than noise suppressed or silent generators necessary to power medical devices), vehicles, and personal speakers must be switched off. Campground staff may direct you to leave the Campgrounds if you create excessive noise during these quiet hours.

Animals are prohibited at the Campgrounds, with the exception of service or assistance animals, such as Guide Dogs.

Footwear must be worn at all times throughout the Campgrounds.

Small still cameras are permitted but professional audio or video recording devices, including GoPros, and professional still cameras and tripods are prohibited. Ticket Holders are not permitted to record at the Campgrounds (audio or video) for commercial purposes.

No third-party promotional items including flyers, posters, stickers, wristbands or tickets are permitted for distribution at the Campgrounds.

The use of earplugs is recommended if long-term hearing loss is of concern to you. The Promoter, Moshtix, and the Contractor will not be held liable for any hearing damage or loss.

No vehicles are permitted within the Campground internal site other than where a "Campervan" site has been purchased.

Open fires, electrical cables laying across patron walk routes, fireworks and small gas barbecues are not permitted within the Campground internal site.

All Ticket Holders consent to be included in any official photography, filming & sound recording ("Recordings") by the Promoter and/or any of its authorised representatives and contractors, and grant the Promoter the right to use such Recordings for promotional and other purposes worldwide and in perpetuity.

You acknowledge that transport to and from the Campgrounds will be operated by independent parties and that the Promoter accepts no liability for any action or omission by such parties.

The Campgrounds are completely cashless. No cash will be accepted at any food vendor or market stall. Mastercard and Visa credit or debit cards with swipe or chips will be accepted.

In the case of an emergency evacuation or situation, you must follow all official directives.

You must report any injuries or inappropriate behaviour to Campground Staff.

Avoid dehydration, don't forget to drink water. Free water will be available at the Campgrounds.

To keep the Campgrounds clean and green, the Promoter encourages all patrons to utilise the recycling and refuse facilities provided throughout the Campgrounds.

Lost property will be handed to the Campground Check-In desk during Campground operating hours. After the conclusion of the Event, lost property will be handed to local police. No responsibility is accepted by the Promoter for property lost at the Campgrounds.

Please arrive and depart in an orderly fashion and respect our neighbours, so we can return next year.

### **ATTENDEE BEHAVIOUR**

Patrons will be removed from the Campgrounds if, in the reasonable opinion of the Promoter, they behave or act in a threatening or inappropriate manner, including without limitation, any aggressive, riotous, abusive, offensive, racist, sexist or insulting actions towards other patrons, Campground Staff or any other persons at the Campgrounds. Patrons are required to follow the reasonable directions of the Promoter and the Campground Staff at all times.

Activities such as climbing structures are strictly prohibited. Patrons engaging in this or other dangerous activities may be removed from the Campgrounds, and Patrons accept all risk and liability for any injuries or damages caused by their participation in these activities.

Patrons must not cause damage to, improperly use, or tamper with any Campground infrastructure or facilities, or cause any damage to flora and fauna on or surrounding the Campgrounds or enter any onsite bodies of water at the Campgrounds. Patrons must not remove or attempt to remove any item or object from the Campgrounds or surrounding area that is not owned by the Patron.

If you are removed from a Venue or Campground and/or denied entry to a Venue or Campground as a result of your behaviour, you will not be entitled to any ticket refund and/or compensation.

### **PROHIBITED ITEMS**

**The following items are prohibited at the Campgrounds:**

- Illegal substances
- Camp stoves/gas cookers and portable BBQs
- Weapons of any kind or any item that resembles a weapon

- Sharp or large cutlery utensils (blunt cutlery is fine)
- Alcohol
- Unsealed non-alcoholic drinks
- Glass of any kind (excluding handheld mirrors)
- Noise making devices and musical instruments (small speakers are fine)
- Liquid and cream of any kind over 200ml (excluding sealed drinks)
- Unidentifiable or unsealed medication. All medication must be inspected by qualified medical staff through the accessibility lane
- Any video and audio recording devices excluding smart phones
- Professional still cameras including DSLR's (Pocket sized film and digital cameras allowed)
- Broadcasting or transmission equipment
- Animals (with the exception of service or assistance animals, such as Guide Dogs)
- Laser pens or pointers
- Skateboards and rollerblades, hover-boards, scooters, bicycles, and other personal motorised and non-motorised vehicles (excluding mobility aids)
- Flags or flagpoles of any kind
- Promotional material or items of any kind including flags, banners, posters and signs, or that display political, religious or offensive signage or logos of any kind.
- Gang-related insignia and masks, headwear or helmets, large spiked wrist or neck bands, spiked or studded belts
- Flares, Fireworks & Sparklers (or any other similar flammables)
- All unmanned aerial systems (UAS) or drones unless expressly authorised
- Any other items reasonably determined as dangerous or offensive by Security or Campgrounds Staff

#### **CONSENT TO MEDICAL TREATMENT**

The Promoter will ensure that reasonable numbers of properly qualified medical and health professionals are in attendance at the Campgrounds.

You agree that in the event of your injury or illness, the Promoter may pass on to you the cost of any medical treatment and/or emergency evacuation as deemed necessary for your safety. You release the Promoter from liability in connection with the provision of such medical treatment and/or evacuation to the fullest extent possible at law.

#### **WAIVERS AND RELEASES**

If you choose to attend the Campgrounds you do so at your own risk and, to the extent permitted by law, you:

- (a) release and indemnify the Promoter, Moshtix, and the managers of each venue (and their officers, employees, agents, contractors, volunteers and any other person or party involved in any way with the Campgrounds) (each a "Released Party") from and against any loss, damage, injury, cost, expense, claim or liability of any nature incurred, suffered or sustained by you or any third party (each a "Loss") arising out of or in relation to attendance at the Campground or entry or travel to or from, or the use of, the venues by you and any accompanying persons;
- (b) waive all rights, claims and actions you may have against a Released Party in respect of any Loss; and
- (c) assume all risk of any Loss associated with or incidental to attendance at the Campgrounds (which also includes assuming the risk of any Loss arising from the participation in any activities at the Campgrounds such as sponsor activations),

other than to the extent such Loss is incurred, suffered or sustained by reason of the negligent or intentional acts or omissions or default of a Released Party.

You acknowledge that the Promoter has an agreement with the relevant venue manager (each a "Permit"), and that the Permit renders the Promoter, among other things, responsible for the safe operation and maintenance of the venues and the conduct of people in the venues (including the

Campgrounds). You acknowledge that breach by you of these Terms will likely have the effect of causing the Promoter to be in default under the Permit.

You acknowledge that you bring any property into the Campgrounds at your own risk and to the maximum extent possible at law you release the Released Parties from and against any claim or liability in relation to loss of or damage to such property other than to the extent such claim or liability is incurred, suffered or sustained by reason of the negligent or intentional acts or omissions or default of a Released Party.

#### **GENERAL**

These Terms (as amended by the Sellers from time to time in accordance with these Terms) constitute the entire agreement between the parties relating to their subject matter.

The Promoter may assign this Agreement and/or any of its rights under this Agreement to any person in its sole discretion. You may not assign your rights or obligations under this Agreement to any third party without the prior written consent of the Promoter, which consent will not be unreasonably withheld.

Any provision of this Agreement which is or becomes unenforceable in any jurisdiction will be ineffective without invalidating any other provision of this Agreement, and such unenforceability will not invalidate that provision in any other jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.