



**2022 Pacific Fair Magic Millions Polo
Entry Terms and Conditions (Summary)**

1. Each ticket holder ("**the Ticket Holder**") which will include, where the context allows, a person referred to in Ts and Cs 6 and 7) has accepted the Terms and Conditions ("**Ts and Cs**") to attend the 2022 Pacific Fair Magic Millions Polo Event ("**the Event**"). Subject to these Ts and Cs, any member of the public may request admission to the Venue to experience the Event by purchasing a ticket ("**Ticket**", which will include, where the context allows, a Ticket referred to in Ts and Cs 6 and 7).
2. Tickets are non-transferable and non-refundable except as provided in the Ts and Cs.
3. Each Ticket Holder and any child fifteen (15) years and under (who must be accompanied by an adult Ticket Holder), and, any child between the ages of sixteen (16) and eighteen (18) years unaccompanied by an adult Ticket Holder attends the Event and the venue at which the Event is to take place ("**the Venue**") as determined by Magic Millions Sales Pty Ltd Pty Ltd ACN 078 396 317 ("**the Promoter**") at his / her own risk absolutely. The Promoter will do all things reasonably possible on its part to comply with the then current rules and regulations of the Queensland Government, the Queensland Health Department and the Commonwealth Government as regards Covid -19 outbreaks and vaccination requirements, and each Ticket Holder agrees to do likewise.
4. The Venue will be divided into polo playing precinct areas, (including showjumping and equestrian arenas with showjumping fences and obstacles) a general admission precinct ("**General Admission Precinct**"), dedicated marquee precincts ("**Marquee/s**"), dedicated enclosures ("**Enclosures**") and dedicated pavilions ("**Pavilions**") with restricted access to each as set out in the Ts and Cs. Ticket Holders must not access the polo playing precinct areas (including the showjumping and equestrian arenas) when an event is in progress or a horse or horses are thereon but subject strictly thereto, the Promoter may invite Ticket Holders onto such areas in its absolute discretion at other times.

5. Children under the age of eighteen (18) years can **ONLY** gain entry into the General Admission Precinct and must be accompanied by an adult Ticket Holder if aged fifteen (15) years and under. Children fifteen (15) years and under who are accompanied by an adult Ticket Holder will not be required to pay for a Ticket. Children aged between sixteen (16) and eighteen (18) years must purchase a Ticket to gain access to the General Admission Precinct. Valid photographic identification must be provided on demand by children under eighteen (18) years to prove age and identity.
6. A Ticket ("**Concession Ticket**") for a price less than the advertised price for a Ticket ("**Concession Ticket Price**") may be available to a person ("**Concession Ticket Holder**") who makes an offer to purchase a Concession Ticket for the Concession Ticket Price and who provides proof of eligibility by production of acceptable concession documentation at the point of purchase (where requested) upon entry to the Venue. A second form of photographic identification (for example, a drivers' licence) may be requested before an offer is accepted.
7. Persons holding one of the following cards will be eligible to apply to purchase a Concession Ticket at the Concession Ticket Price:
 - Department of Veterans' Affairs Card, TPI or Department of Veterans' Affairs issued Pensioner Concession Card
 - Commonwealth Senior Health Care Card
 - Pensioner Concession Card
 - Health Care Card
 - Full time Secondary or Tertiary Student Cards
8. All Ts and Cs applying to Ticket Holders will apply to Concession Ticket Holders.
9. The Ts and Cs are subject to change.
10. No dogs or other pets are permitted at the Venue.
11. No flammable or inflammable liquids or solids are allowed at the Event or the Venue.

12. Strict indemnities and releases from all claims are in place in favour of the Promoter and Ticketek Pty Ltd ABN 92 010 129 110 (“**Ticketek**”) (collectively “**the Sellers**”). The Sellers reserve the right, subject to law, in their absolute discretion, to refuse to accept an offer from any prospective purchaser of a Ticket.
13. Smoking is only allowed in designated smoking area.
14. A Ticket Holder is prohibited from bringing to the Venue, amongst other things, alcoholic beverages, commercial photography or visual reproductive or oral recording equipment, drugs, sharp knives, glassware, tents, tables and umbrellas. Refer to Ts and Cs 33.
15. The Sellers advise that there have been changes to privacy laws around the world to protect the privacy of individuals such as a Ticket Holder as regards data collection and storage relevant to each Ticket Holder. The Sellers strongly advise a prospective purchaser of a Ticket to read the full privacy policies on the home web pages of the Promoter and Ticketek before proceeding to purchase a Ticket to gain access to the Venue and attend the Event.

Terms and Conditions (Ts and Cs)

16. These Ts and Cs govern every Ticket purchased to attend the Event including Marquee package tickets. Before proceeding with a purchase, the prospective purchaser of a Ticket to the Event must carefully read these Ts and Cs, and, if unsure as to their meaning and application, seek legal advice. By purchasing a Ticket to the Event, the prospective purchaser agrees with these Ts and Cs and becomes a Ticket Holder. The Sellers may vary these Ts and Cs at any time and any variations become effective on the day immediately after their publication on the website of Ticketek and the Promoter. The conditions of entry to the Venue for the Event are incorporated into these Ts and Cs and apply to any Ticket purchased. Tickets are only valid if purchased through Ticketek or an authorised agent. Bookings are subject to availability.
17. All prices quoted for Tickets are in Australian dollars and include GST. Each Ticket is a tax invoice. Prices are subject to change without notice. For the Event only, a one-off service and handling fee of \$4.95 per transaction applies on all purchases. Each Ticket Holder warrants that it has the authority to make payment for a Ticket and that it owns or holds or has express permission of the owner / holder of a credit card or other payment facility used to purchase the Ticket. Delivery of each Ticket will only be made upon receipt of full

payment for each Ticket. Each Ticket Holder for admission to the VIP Marquee, Pacific Fair Pavilion, Enclosure and Premium Marquee/s will receive his/her Tickets ahead of the Event via registered mail. Each Ticket Holder for admission to the General Admission Precinct must collect his/her Tickets from the Ticket box at the Venue.

18. The Venue will be divided into polo playing precinct areas, a General Admission Precinct, Marquee/s, Enclosures and Pavilions with restricted access to each as set out in the Ts and Cs.

19. Children under the age of eighteen (18) years can **ONLY** gain entry into the General Admission Precinct and must be accompanied by an adult Ticket Holder if aged fifteen (15) years and under. Children fifteen (15) years and under who are accompanied by an adult Ticket Holder will not be required to pay for a Ticket. Children aged between sixteen (16) and eighteen (18) years must purchase a Ticket to gain access to the General Admission Precinct. Valid photographic identification must be provided on demand by children under eighteen (18) years to prove age and identity.

20. The sale of any Ticket is final and non-refundable except as outlined in Ts and Cs 24, 25, and 39. The Sellers reserve the right to not replace or accept any Ticket that is lost, stolen, forgotten, damaged, defaced or tampered with.

21. **WARNING** – Polo is a dangerous sport and accidents can happen. A Ticket Holder must not enter onto the polo playing field unless invited to by the Promoter. There is a risk of an accident causing injury, death or property damage or economic loss in attending the Event and the Venue. Each Ticket Holder (on behalf of himself and any child under the age of eighteen (18) years accompanying him) enters the Venue at their own risk. By attending the Event and / or the Venue, the Ticket Holder accepts (on behalf of himself and any child under the age of eighteen (18) years accompanying him) the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Event and the Venue. This includes damage or loss caused by the acts of omissions of the Sellers, other Ticket Holders, visitors, guests, employees, animals and agents of the Sellers and the owner or licensee of the Venue.

22. The Ticket Holder (on behalf of himself and any child under the age of eighteen (18) years accompanying him) assumes all risk associated with or incidental to attendance at the Event (which also includes assuming the risk of participation in any Event activities such as sponsor

activations). To the extent permitted by law, the Ticket Holder (on behalf of himself and any child under the age of eighteen (18) years accompanying him) waives all rights, claims and actions which the Ticket Holder has now or could have in the future against the Sellers, their directors, shareholders, partners, equity holders, officers, consultants, employees, agents, contractors and any other person or party involved in any way with the Event (“**the Released Parties**”) from any personal injury, death (including wrongful death), property damage or loss of any nature whatsoever sustained by the Ticket Holder as a result of the Ticket Holder being transported to or from the Venue or attendance at the Event and / or the Venue with the exception of any gross negligence on the part of the Released Parties and the Ticket Holder indemnifies and keeps indemnified (on behalf of himself and any child under the age of eighteen (18) years accompanying him) the Released Parties in respect of any legal liability any of the Released Parties may have (whether under tort, statute, contract, negligence, equity or otherwise) to any third party for any personal injury, death (including wrongful death), property damage or loss of whatever nature, which arises from or out of the Ticket Holder’s attendance at the Event and / or the Venue or the Ticket Holder’s involvement or participation in any Event activities).

23. The Promoter reserves the right to change the format and content of the Event and the Venue and the Sellers will not be liable to any Ticket Holder (on behalf of himself and any child under the age of eighteen (18) years accompanying him) for any loss or damage (including indirect or consequential damage) suffered as a result or arising from or in any way connected to cancellation, postponement or change to the Event or the Venue.
24. Subject to Ts and Cs 25 and 39, payments made to the Sellers for Tickets will not be refunded under any circumstances. For example, refunds will not be issued for the non-appearance of a player, a variation or cancellation of part of the program or activities, adverse weather or any circumstance beyond the reasonable control of the Sellers.
25. The Promoter will refund payments made by Ticket Holders for Tickets only if the entire Event is cancelled and cannot be rescheduled or replaced with an alternative Event offering chosen by the Promoter in its absolute discretion.
26. Nothing in these Ts and Cs affects Ticket Holder’s rights under Schedule 2 to the *Competition and Consumer Act, 2010* (Cth) or similar legislation regarding consumer guarantees, implied conditions and warranties to the extent that such consumer guarantees, implied conditions or warranties cannot be excluded by law.

27. Marquee facilities and Tickets to the Event must not, without the prior written consent of the Sellers, be offered for resale, resold or packaged or used for advertising, promotion or other commercial purposes or to enhance the demand for other goods or services, and, are non-transferable.
28. Corporate signage permitted to be located outside a non-sponsor Marquee is restricted to the front fence identification sign supplied in the package by the Promoter.
29. Children are entitled to admission to the General Admission Precinct but not the Enclosure, Pacific Fair Pavilion, VIP Marquee or in a corporate hospitality Marquee at the Venue and each Ticket Holder will be required to present, on demand, valid photographic identification.
30. The Promoter retains the right to refuse entry or access to the Venue and eject a Ticket Holder at any time without the obligation to provide any refund or compensation.
31. Underage drinkers, excessive drinkers, illegal drug users or a Ticket Holder displaying antisocial behaviour may be ejected or dealt with by Event security and/or police.
32. Purchasers of Marquee packages are required to use the Promoter appointed official suppliers. The Promoter's nominated on-site hiring company is the Event's exclusive on-site hiring company and no other hiring company will be permitted on-site. The Promoter's preferred caterers are the preferred Event caterers and no other unauthorised caterer will be permitted on-site. The Promoter's exclusive on-site security company is the Event's exclusive on-site security company and no other security company will be permitted on-site.
33. The following items cannot be brought into the VIP Marquee, Pacific Fair Pavilion, Premium Marquee and Enclosure without prior written consent from the Promoter – food, eskys, cutlery, sharp knives, glassware, alcoholic beverages, commercial photography or visual reproductive or oral recording equipment, tents, tables, market/cafe umbrellas or handheld umbrellas, drugs and the Ticket Holder irrevocably authorises the Sellers to confiscate (or destroy alcohol beverages or drugs) all such items without being liable to return or compensate a Ticket Holder for such confiscation or destruction. General Admission is permitted to bring food items and sealed bottled water into the Event, however are not permitted to bring sharp knives, glassware, alcoholic beverages, commercial photography or visual reproductive or oral recording equipment, tents, tables, market/cafe umbrellas or handheld umbrellas, drugs and the Ticket Holder irrevocably authorises the Sellers to

confiscate (or destroy alcohol beverages or drugs) all such items without being liable to return or compensate a Ticket Holder for such confiscation or destruction. The following items can be brought into the Event for use in the General Admission Precinct only: fold out chairs and picnic rugs. Ticket Holders and their property may be inspected for prohibited items on entry or during the Event. Ticket Holders found with prohibited items may be refused entry, ejected or have those items confiscated. Confiscated items will be donated to charity and will not be returned, replaced or reimbursed.

34. The Event site is an area of TOTAL FIRE BAN. A Ticket Holder must only smoke in the designated smoking area at the Venue. A Ticket Holder must not ignite or use fires and flames, or bring to or use at the Venue: bbq's, gas bottles or other flammable liquids or solids. Any Ticket Holder found doing so may be fined by the Fire Authorities and will be ejected from the Event and the items confiscated or destroyed without compensation.

35. Ticket Holders attending the Event acknowledge that their name, image and likeness is likely to be photographed or recorded in various forms of media not limited to video, audio and still recording ("**the Images**") and agrees that perpetual use may be made, free of charge of the Images and waives on an irrevocable basis all rights to object to such recording, printing and broadcasting of Images in any media and grants a royalty free licence to the Promoter to use the Ticket Holder's Images and likeness in relation to any marketing and advertising materials, in any live or recorded television or other media or in any form of reproduction associated in whole or part of the Event. The use of professional photographic or recording equipment of any kind is not permitted unless otherwise expressly permitted by the Sellers. Bags and possessions may be inspected prior to admission and such photographic or recording devices confiscated pending the conclusion of the Event.

36. Privacy laws apply, and, accordingly:

36.1 The Sellers advise that there have been changes to privacy laws around the world to protect the privacy of individuals such as a Ticket Holder as regards data collection and storage relevant to each Ticket Holder.

36.2 The Sellers strongly advise a prospective purchaser of a Ticket to read the full privacy policies on the home web pages of the Promoter and Ticketek before proceeding to purchase a Ticket to gain access to the Venue and attend the Event.

- 36.3 The purpose of the privacy law changes was to set up a scheme whereby the Sellers, and their associated entities, must take certain measures where there is unauthorised access to, unauthorised disclosure of, or loss of, personal sensitive information of a Ticket Holder.
- 36.4 The privacy law changes are further intended to ensure that parties holding personal data take all reasonable necessary internal security measures to ensure that the access, disclosure or loss does not result in serious harm to any of the individuals to whom the information relates.
- 36.5 The privacy law changes are further designed to protect the data privacy of individuals such as a Ticket Holder.
- 36.6 The Ticket Holder consents to the collection, use, disclosure, handling, storage and processing of their personal information in accordance with the Promoter's privacy policy (www.magicmillionspolo.com.au) and such information will be used for the administration of the Event, and the promotion of the Event and until such a time as the Ticket Holder otherwise notifies the Sellers, each Ticket Holder consents to receiving future promotional and marketing material from the Sellers. This may include the disclosure of your personal information by the Sellers.
37. Dogs and other pets are not permitted in the Venue.
38. No vehicular parking will be provided at the Venue, except by invitation of the Promoter.
39. In the event that the Queensland Government, the Queensland Health Department or the Commonwealth Government for any reason, including but not limited to a COVID-19 outbreak, prohibits the conduct of the Event, the Promoter will procure the Sellers of each Ticket to refund the full-face value of each Ticket to each Ticket Holder.