

# COOLY ROCKS ON FESTIVAL

## Motors Entrants | Terms and Conditions

### 1. INTRODUCTION

- 1.1 This document sets out the Terms and Conditions on which Entrants may access and use sites as part of the Event.
- 1.2 By registering to participate in the Activity and paying the associated Event Fees you:
  - (a) agree to comply with and be bound by these Terms and Conditions;
  - (b) warrant that any of your staff, invitees and agents participating in the Activity have read and agree to comply with and be bound by these Terms and Conditions; and
  - (c) agree that you will be responsible and liable for any failure to comply with these Terms and Conditions by your nominees, staff, invitees and agents participating in the Activity.
- 1.3 You will be bound by these Terms and Conditions from the date you register to participate in the Activity.

### 2. DEFINITIONS

For the purpose of these Terms and Conditions, the following definitions are used.

- 2.1 'Activity' means:
  - (a) the **Car Cruise** being a convoy of classic and vintage vehicles manufactured pre 1979 driving under controlled conditions along the agreed route of streets in Coolangatta, on Saturday 7 June.
  - (b) participation in the '**Show 'N' Shine**' exhibit or the '**Early Bird Show 'N' Shine**' exhibit, being a display of classic and vintage vehicles manufactured pre 1979 along Marine Parade, Griffith Street and connecting streets in Coolangatta, from Thursday 5 to Sunday 8 June.
  - (c) participation in the "**Show 'N' Shine 80s zone**" being a display of classic and vintage vehicles manufactured between 1980 – 1985 along Griffith Street and Dutton Street in Coolangatta, from Saturday 7 to Sunday 8 June.
  - (d) the **Car Run** being a convoy of vehicles driving under guided conditions along the agreed route of streets in the Gold Coast to an agreed destination, on Wednesday 4 and/or Thursday 5 June.
- 2.2 'Australian Consumer Law' means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- 2.3 'Business Days' means any day other than Saturday, Sunday or public holiday in Queensland.
- 2.4 'Entrant' means the registered Car Owner / Club and where applicable, their nominees, staff, invitees and agents participating in the Activity.
- 2.5 'Event' means Cooly Rocks On hosted in Coolangatta, Queensland.
- 2.6 'Event Dates' mean the Wednesday 4 to Sunday 8 June.
- 2.7 'Event Precinct' means the Event precinct in Coolangatta and surrounding suburbs as outlined on the Event site map. The Event Precinct includes approved road closures, venues, and parks.
- 2.8 'Event Fee' is the total fee the Entrant will pay the Organiser for participation in the Activity.
- 2.9 'Event Organiser' means Experience Gold Coast Pty Ltd, ACN 633 448 094.
- 2.10 'Event Staff' are staff employed by EGC, their agents, and contractors.
- 2.11 'Loss' means costs (including legal costs on a full indemnity basis), losses, debts, damages, charges, expenses, penalties, fines and interest on any basis, in each case including those arising out of the terms of any settlement or from any personal injury or property damage or in respect of loss or liability of any kind.
- 2.12 'Parties' mean both the Event Organiser and the Entrant.
- 2.13 'Terms and Conditions' means this document, and the terms outlined.

- 2.14 'Vehicles' are the registered cars owned by the Entrant.
- 2.15 'Force Majeure' in relation to a party means any event not reasonably foreseeable by the party, beyond the reasonable control of the party, not arising as a result of the negligence or default of the party or its Personnel and not arising from a failure by the party or its Personnel to observe best industry practice and includes:
- (a) storm/inclement weather, earthquake, cyclone, typhoon, flood, volcanic activity, landslide, tidal wave, damage or destruction by lightning, fire or meteor;
  - (b) riots, wars and hostilities (whether or not there has been an official declaration of war), terrorist attack (or threat thereof), requisition or compulsory acquisition of any part of the venue, an act of public enemy, sabotage, civil unrest or acts of piracy or embargo,
  - (c) the outbreak of any infectious disease, epidemic or pandemic; and
  - (d) any Government action, declaration of national emergency or labour shortages;

### **3. PAYMENTS**

- 3.1 You must purchase your ticket/s via the Event's ticketing agent (**Oztix**) (unless an alternate payment schedule is approved by the Organiser in writing).
- 3.2 If the Event Fee has not been paid by the due date as outlined in writing either in email or on the website, the Organiser may re-assign or cancel the booking without notice to you (if applicable).
- 3.3 Entrants are responsible for their own costs and outlays in connection to their participation in the Activity.
- 3.4 Subject to the Australian Consumer Law, the Event Fee is non-refundable.

### **4. CANCELLATIONS**

- 4.1 Subject to the Australian Consumer Law and the provision of these Terms and Conditions, the entrant acknowledges that;
- (a) refunds are not available due to a change in an Entrant's personal circumstances, if the ticket was purchased by mistake, if the Entrant no longer wants or needs the ticket.
  - (b) the event may not be cancelled or rescheduled in the event of rain or inclement weather where in the opinion of the Organiser, the rain or inclement weather does not present an unreasonable risk to health and safety; and
  - (c) the entrant will not be entitled to a refund in the event that the Event is not cancelled or rescheduled due to rain or inclement weather.
- 4.2 An Entrant may apply in writing for, and the Organiser may consider, a refund if an Entrant is unable to attend the Event for personal reasons such as illness or injury, court summons, death of close family and where Entrants provide satisfactory evidence of that occurrence showing it was not reasonably foreseeable at the time the ticket was purchased.
- 4.3 Subject to the Australian Consumer Law, where the Event is:
- (a) cancelled and where the cancellation is within the control of the Event Organiser and not as a result of a third party or natural cause an Entrant will be entitled to a full refund of the Ticket price;
  - (b) rescheduled, tickets will be valid for the new date (or an Entrant will be offered a ticket of a value corresponding with their original ticket for the rescheduled event). If an Entrant notifies the Organiser before the specified deadline (which will be a reasonable period from the time the rescheduled event date is announced) that they are unable to attend the rescheduled event, they will be able to cancel their ticket and obtain a full refund of the Event Fee. Failure to notify the Organiser by any reasonable specified deadline that an Entrant is unable to attend the rescheduled event will be deemed to be a reconfirmation of the order for tickets for the rescheduled event, and the Entrant will not be able to claim a refund as a result of the reschedule (unless required by applicable law including the Australian Consumer Law). For the avoidance of doubt, no refunds will be available until the new date is announced (which will be done within a reasonable time) to allow the Organiser time to make arrangements for the rescheduled event; or

(c) substantially relocated, the Entrant's ticket will be valid (or if applicable, the ticket will be reissued) for the relocated Event unless otherwise advised by the Organiser. Entrants are entitled to a full refund of the Event Fee if they cannot attend the relocated Event, provided that they apply for a refund within the period of time advertised or notified by the Organiser.

- 4.4 If the Event is cancelled, rescheduled or substantially relocated, Entrants will be notified via email and/or text message and it is an Entrants responsibility to ensure the contact information provided to the Organiser is up to date.
- 4.5 Subject to an Entrant providing any information reasonably requested by the Organiser, the Organiser will use reasonable endeavours to ensure any refunds that are payable are processed promptly.
- 4.6 Refund applications will not be considered if an Entrant has breached these Terms and Conditions.
- 4.7 Subject to the Australian Consumer Law:
- (a) any liability of the Organiser is limited to the amount for which the ticket was purchased (including any fees or charges unless otherwise notified at time of purchase); and
  - (b) the Organiser will not be liable for any consequential loss or any other losses (**Losses**) unless those Losses were reasonably foreseeable and caused or incurred as a result of any cancellation, rescheduling or relocation of an Event.
- 4.8 Entrants acknowledge that they have considered:
- (a) the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements for attendance at the Event; and
  - (b) taking out a relevant insurance policy to cover for any losses in the event of cancellation, rescheduling or relocation.

## **5. TRANSFERS**

- 5.1 If Entrants wish to transfer their purchased ticket, they must do so in writing to the Event Organiser and/or in accordance with the instructions provided by the Organiser. The Organiser may accept or refuse transfer requests in its absolute discretion.
- 5.2 Approved Transfers will incur a booking/transfer fee as per the Event's ticketing platform's terms and conditions.

## **6. ENTRANT MANUAL**

- 6.1 An Entrant Manual will be sent out to all Entrants one month prior to the Event with detailed information pertaining to the Activities.
- 6.2 Entrants must familiarise themselves with all aspects of the Entrant Manual and associated documents and agree to comply with such documents at all times.

## **7. ELIGIBILITY**

- 7.1 If Entrants wish to participate in any of the Activities, Entrants must pre-purchase a ticket online via the Event ticketing platform.
- 7.2 To be eligible to participate in the Activity a Vehicle must:
- (a) be driven by a person holding a valid Australian Driver's license;
  - (b) be lawfully registered and have license registration plates fitted or otherwise have an appropriate permit by Queensland Transport; and
  - (c) be insured in accordance with clause 10.
  - (d) for Show 'N' Shine and Early Bird Show 'N' Shine' vehicles entered must be manufactured pre 1979 or if approved for the Show 'N' Shine 80s zone vehicles entered must be manufactured between 1980 – 1985 (this is identified by the vehicle build date as detailed on the vehicle manufacturer's build plate not the vehicle compliance date – ADR Compliance Plate);
  - (e) for the Car Cruise have purchased an eligible Show 'N' Shine ticket that includes the car cruise

## **8. VEHICLES**

- 8.1 Vehicles are not permitted in the Event Precinct without Entrant accreditation or the prior consent of the Organiser.
- 8.2 The Organiser will only grant consent for Vehicle access to Entrant ticket holders.
- 8.3 If Entrants are granted consent to operate a Vehicle in the Event Precinct they must:
  - (a) have a valid licence to do so;
  - (b) operate the Vehicle in a safe manner in compliance with all traffic rules and speed limits; and
  - (c) not park the Vehicle in driveways, parking lot aisles, fire lanes, designated loading areas, accessible car parks (except with a valid permit) or on footpaths.
- 8.4 Any Vehicle left unattended in the Event Precinct, parked, or driven in contravention of requirements set out in these Terms and Conditions may be towed by the Organiser without notice to the Entrant.
- 8.5 No offensive writing or images are to be visible on any Vehicle participating in the Activity.
- 8.6 When entering or exiting the Event Precinct, Entrants must adhere to the car entry and exit guidelines as outlined in the Entrant Manual
- 8.7 Entrants may leave their Vehicle overnight after the Activity in their allocated car space/zone however, they do so at their own risk and the Organiser does not take any responsibility for Vehicles left overnight within the Event Precinct.
- 8.8 If an Entrant can no longer bring the approved Vehicle to the Event due to a Vehicle fault e.g., breakdown or damage to exterior of Vehicle:
  - (a) the Entrant may bring a replacement Vehicle provided that such Vehicle complies with the eligibility requirements in clause 7.2; and
  - (b) the Entrant must send through updated Vehicle information prior to the replacement vehicle arriving to site, including updated registration information.
- 8.9 If an Entrant can no longer bring their Vehicle to site due to illness or unforeseen circumstances:
  - (a) the Entrant may nominate a new Vehicle driver to bring the Vehicle on their behalf, provided that:
    - (i) the nominee as read and agrees to comply with and be bound by these Terms and Conditions; and
    - (ii) the Entrant agrees to be responsible and liable for any failure to comply with these Terms and Conditions by that nominee.
  - (b) the Entrant must notify the Organiser as soon as practicably able and send through updated license details prior to the new driver arriving to site.
- 8.10 The terms of clause 8 apply to any Vehicles brought into the Event Precinct as part of the Activity.
- 8.11 Any person who brings a Vehicle into the Event Precinct does so at their own risk and the Organiser is not liable for any damage to or theft of that vehicle or its contents.
- 8.12 Entrants must always abide by the lawful direction of the Organiser, Emergency Services including Queensland Police Service, Queensland Ambulance Service, Queensland Fire and Emergency Services, Event Security Personnel and Traffic Control staff.
- 8.13 Strictly no Vehicles are to depart their booked zone prior to the specified daily exit times as detailed in the Entrant Manual (if applicable).

## **9. SECURITY**

- 9.1 The Organiser will provide roaming security during the Event, but Entrants attend and participate in the Activity at their own risk.
- 9.2 Entrants are fully responsible for the safekeeping of their property (including any Vehicles (if applicable)) and for any damage to or loss of that property.
- 9.3 Entrants must comply with any reasonable request of the Organiser in relation to health and safety.

- 9.4 Entrants must ensure that Entrants and Entrant's property (including any Vehicles (if applicable)) do not block any thoroughfare, including any stairs, steps, aisle, passage, entry or exits.

## **10. INSURANCE**

- 10.1 Entrants warrant that they will hold and maintain for the duration of the Event (for each Vehicle Entrants bring into the Event Precinct in connection with that Entrants involvement in the Event) the following insurance and documentation to cover obligations under these Terms and Conditions, unless an alternate arrangement is approved by the Organiser in writing:
- (a) Comprehensive motor Vehicle insurance;
  - (b) Compulsory Third Party (CTP) insurance;
  - (c) Current registration certificate: or a temporary permit to move an unregistered Vehicle;
  - (d) Relevant driver's licence required for type of Vehicle being driven.
- 10.2 Entrants must immediately notify the Organiser of any occurrence, accident or incident related to the Event giving rise or likely to give rise to a claim under any of its insurance policies.
- 10.3 Entrants must advise of any changes to insurance or Vehicle conditions prior to Event.
- 10.4 In respect of the insurances required under clause 10.1, Entrants must:
- (a) take out such insurances at their own cost and expense;
  - (b) ensure that the insurance policies are valid and enforceable at all times;
  - (c) take out and maintain the insurance policies with a reputable insurer;
  - (d) at all times comply with the terms of the insurance policies and not do or omit to do any act or thing that might result in any of the insurance policies being rendered void or voidable;
  - (e) upon request by the Organiser, provide evidence of any insurance policies and their currency (including certificates of currency, policy wordings, policy schedules and policy endorsements).

## **11. RISK AND LIABILITY**

- 11.1 Entrants exhibit their vehicle at their own risk and release, to the full extent permitted by law, the Organiser and its personnel from any and all claims arising from any accident, loss, damage, injury or death to any persons or property in or about the Site and the Event Precinct.
- 11.2 To the extent permitted by law, including the Australian Consumer Law, Entrants are responsible for and indemnify the Organiser and its personnel against Loss suffered by any of them and any claims, including claims arising from accident, loss, damage, injury or death to any persons (including Entrants) or property, made against any of the Organiser or its personnel or for which the Organiser or its personnel may become liable in respect of or arising from or in connection with:
- (a) any act or omission of the Entrant or its nominees, staff, invitees or agents;
  - (b) any breach of or failure to comply with these Terms and Conditions by an Entrant or its nominees, staff, invitees or agents;
  - (c) the Organiser recovering any liquidated debts from an Entrant or its nominees, staff, invitees or agents;
  - (d) the failure of an Entrant or its nominees, staff, invitees or agents to comply with any laws, regulations, codes, licences, industrial awards, permits and the like;
  - (e) any act by an Entrant or its nominees, staff, invitees or agents which causes, or may cause, prejudice to the professional status or reputation of the Organiser or the Organiser's personnel;
  - (f) any act of an Entrant or its nominees, staff, invitees or agents which makes void any part of any insurance policy of the Organiser;
  - (g) breach of a warranty given by an Entrant or its nominees, staff, invitees or agents,
- except to the extent caused by the Organiser or its Personnel and the amount of all such claims may be deducted from any monies due or becoming due to the Entrant by the Organiser.

- 11.3 Entrants must pay for or reimburse the Organiser for any costs incurred by the Organiser to repair any damage or recover any losses caused or contributed to by the use or misuse of an Entrants Vehicle in the Event Precinct.
- 11.4 Entrants:
- (a) are fully responsible for the safekeeping of their property and for any loss of or damage to that property;
  - (b) must comply with any reasonable request of the Organiser in relation to health and safety of persons and property within the Site Event Precinct;
  - (c) must not block any thoroughfare, including any stairs, steps, aisle, passage, entry or exits;
  - (d) are required to comply with all applicable legislation including the *Work Health and Safety Act 2011* (Qld);
  - (e) are responsible for taking reasonable care whilst at the Event Precinct; and
  - (f) shall report all accidents and incidents to the Organiser as soon as possible and in the event of an emergency follow the emergency evacuation procedures under the guidance of the Organiser's designated safety officers.
- 11.5 A party will not be liable for any delay in performing, or failure to perform, its obligations under this Agreement if such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from Force Majeure and that party has used all reasonable endeavours to minimise the Force Majeure impact on its ability to so perform.

## 12. PRIVACY

- 12.1 Entrants acknowledge that any personal information disclosed at time of ticket purchase will be entered into an Event database.
- 12.2 Entrants agree that the Organiser and its key stakeholders may use this information for any purpose associated with the preparation, promotion or staging of the Event or otherwise in accordance with the Organiser's Privacy Policy.
- 12.3 Entrants agree that in relation to the Organiser's use of Entrants information pursuant to clause 12.2:
- (a) Entrants are not entitled to any remuneration, royalties or any other payment in respect of such use;
  - (b) any use is made in good faith and is not intended to defame or offend Entrants, damage their reputation or infringe on their privacy; and
  - (c) the Organiser may assign or transfer the benefit of the release and consent given to any person.
- 12.4 If Entrants wish to update their details or they do not wish for their details to be used as contemplated by this clause 12, they should make a request in writing to: [festivals@experiencegoldcoast.com](mailto:festivals@experiencegoldcoast.com).
- 12.5 Any request to update, modify or delete an Entrant's details will be facilitated in a timely manner.

## 13. PUBLICITY

- 13.1 Entrants must not make, publish or broadcast any public announcement or comment (including via social media) about or concerning the Event, their use of the site, their relationship with or the affairs of the Organiser if that announcement or comment is or might be considered:
- (a) prejudicial to the image, reputation or goodwill of the Organiser or the Event;
  - (b) prejudicial to the successful staging of the Event or the affairs of the Organiser;
  - (c) threatening, aggressive, abusive, dangerous or destructive;
  - (d) discriminatory, religious, racial, political or homophobic; or
  - (e) foul or abusive.
- 13.2 Upon request of the Organiser, Entrants must promptly take down, delete, retract or remove any announcement or comment made, published or broadcast by Entrants or on their behalf that the

Organiser considers is in breach of clause 27.1 or otherwise does not align with and support the good reputation and image of the Organiser or the Event.

#### **14. BREACH AND TERMINATION**

- 14.1 The Organiser may cancel an Entrants booking at any time by written notice to the Entrant if an Entrant breaches these Terms and Conditions including if they:
- (a) fail to hold documentation as required by the Organiser (including any current and relevant insurance policies as specified under these Terms and Conditions);
  - (b) neglect, fail, or omit to carry out any instruction as directed by the Organiser and its agents.
- 14.2 Subject to the Australian Consumer Law, the Organiser will not be liable to an Entrant for any loss of profit, revenue, good will or business opportunities, damaged reputation or for any direct or indirect or consequential loss for any other reason in relation to any cancellation under this clause 14.

#### **15. MISCELLANEOUS**

- 15.1 Subject to the Australian Consumer Law, the Organiser may alter entry, exit or Event operating times due to inclement weather, safety concerns or unforeseen circumstances.
- 15.2 These Terms and Conditions are governed by the Laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 15.3 If a clause or part of a clause of these Terms and Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions are not affected and continue as if that part was intended to be removed from these Terms and Conditions.
- 15.4 Nothing in these Terms and Conditions seeks to exclude or limit the Organisers liability which cannot be excluded or limited by law (including, without limitation, the Australian Consumer Law).