

These terms and conditions (**Ticketing Terms**) constitute a binding contract between Castlemaine Folk Festival Pty Ltd ABN 33 647 911 662 (**Town Folk Festival**) and the individual holding or using a ticket (**Ticketholder** or **you**) to gain admission to the event known as “Town Folk Festival” (**Event**) and includes any venue or place designated as a venue for the festival.

These Ticketing Terms are to be read together with the Eventfinda Terms and Conditions available [here](#).

1. This ticket is sold by Town Folk Festival. The following Ticketing Terms apply to tickets for, and entry and attendance at, the Event.
2. Any reference to **Town Folk Festival** includes its employees, contractors, volunteers and authorised persons.
3. Town Folk Festival will display the areas and venues specified as comprising the area where the Event is conducted at the entry to the main Event entry area, and Ticketholders may also be given an Event Area map upon receiving their Event wristband.

Ticketing

4. By purchasing a ticket and/or attending the Event, Ticketholders agree to be bound by these Ticketing Terms.
5. All ticket sales are final. Once purchased, tickets are the sole responsibility of the Ticketholder. Tickets are not transferable under any circumstance. It is a condition of sale that tickets may not be offered for re-sale and they are only valid if purchased from an authorised Town Folk Festival outlet (including townfolkfestival.com and The Bridge Hotel).
6. Tickets are non-refundable and non-exchangeable, except as required by law, these Ticketing Terms and/or as specified by the Live Performance Australia (**LPA**) [Ticketing Code of Practice](#) (www.liveperformance.com.au). No refunds will be made if you choose not to attend due to inclement weather.
7. If a Ticketholder is unable to attend the event due to contracting COVID-19, or COVID-19 related symptoms, or is required to self-isolate or quarantine, Town Folk Festival will not be issuing refunds. Please refer to Victorian State Government Rules & Regulations for more information.
8. The Ticketholder must supply their CORRECT FULL LEGAL NAME at the time of purchase. Tickets for the Event may only be purchased with a credit card issued in the Ticketholder’s name. Credit card surcharges may apply.
9. Ticketholders aged 18 years or over must show valid photo ID to prove their age if required or on demand. Children under the age of 18 will not be allowed to enter the Event with an adult ticket.
10. ACCOMPANIED YOUTH TICKETS: For duty of care reasons, and in keeping with the family-based nature of the Event, Accompanied Youth tickets can only be purchased in conjunction with an adult ticket or by a Ticketholder aged 18 years or older. There is a limit of three (3) Accompanied Youths for each Responsible Adult ticket. A **Responsible Adult** is a Ticketholder aged 18 years or older who is a parent or is acting in place of a parent or legal guardian and who could reasonably be expected to exercise responsible supervision of the Accompanied Youth. Town Folk Festival reserves the right to refuse sale of Accompanied Youth tickets in a bid to thwart any exploitation of the accompanying Responsible Adult policy. An **Accompanied Youth** is aged between 13 and 17 inclusive and must be wristbanded and

accompanied by the Responsible Adult who purchased the tickets. The Accompanied Youth will be wristbanded for the same sessions as the Responsible Adult who accompanies them. Pictured proof of age for Accompanied Youth tickets may be requested by Town Folk Festival, such as a driver learner permit or school ID. Town Folk Festival also reserves the right to refuse entry to those who present as an Accompanied Youth for wristbanding at the Event who fail to satisfy Town Folk Festival personnel that they are accompanied by the Responsible Adult who purchased the ticket.

11. Children aged 12 years and under must be accompanied by a Responsible Adult at all times at the Event. Town Folk Festival reserves the right to cap the number of children aged 12 years and under who can enter the Event accompanied by each Responsible Adult.
12. Tickets sold for the performances at the Event are standing room only unless otherwise stated.
13. Tickets may be purchased Australia-wide and internationally, however no refunds will be given if the Ticketholder cannot attend the Event for whatever reason.
14. Tickets are sold on the express condition that Ticketholders are bound by the rules and regulations issued by Town Folk Festival, the Eventfinda Terms, and applicable Federal and State laws and regulations.
15. Town Folk Festival reserves the right to enforce published ticket purchase limits and cancel any tickets obtained above any such limits by any one customer.

Artists and venue

17. Town Folk Festival reserves the right to add, withdraw or substitute artists, vary any advertised program, change venue and vary audience capacity. No claim for compensation shall be made in the event that the program is varied due to the non-appearance of an advertised artist or the substitution of a non-advertised artist.

Entry

18. All bags/containers may be subject to a full search upon entry and within the Event. NO ALCOHOL, GLASS OR OPEN DRINK CONTAINERS may be brought to the Event. Town Folk Festival reserves the right to confiscate any alcohol, glass or open drink containers found on a person within the Event Area that is not in a licensed area. Sealed, plastic, non-alcoholic drink containers and empty reusable drink containers can be brought into the Event.
19. An official BARCODED TICKET is required for entry to the Event. The Ticketholder must print the barcoded ticket and display, or carry the barcoded ticket on their smartphone, and bring it to the Event. The barcode is required for scanning at the entry point(s) to the Event. No Ticketholder will be allowed entry to the Event without a barcoded ticket. Ticket barcodes are unique to each Ticketholder. Do not share your ticket barcode with anyone else or you may be denied entry to the Event. Town Folk Festival reserves the right to deny admission to the holder of any ticket that appears to have been tampered with, counterfeited or duplicated.
20. A valid ticket with a barcode will be exchanged for a wristband to be fitted at the designated area near the entrance to the Event. Each person must

personally have their wristband fitted by Town Folk Festival staff. You cannot collect a wristband on behalf of another ticket holder, even in your family or group. Wristbands must remain intact to gain entrance to the Event. Damage to a wristband (even if accidental) will render it invalid and access to the Event denied. Town Folk Festival reserves the right remove any person wearing a wristband that appears to be tampered with, counterfeited or duplicated. Anyone found within the Event Area without a valid wristband or accreditation will be deemed to have trespassed, will be evicted from the Event Area and may be handed over to the Police.

21. Town Folk Festival reserves the right to refuse entry to any person who: (a) cannot produce a valid-ticket; (b) presents a ticket that has been purchased or obtained through an unauthorised source or by illegal means; or (c) presents a ticket that has been duplicated.
22. Ticketholders acknowledge that there may be restricted capacities at some stages or venues within any Event Area, and ticket purchase does not guarantee entry to these areas in such circumstances. Once it is determined by Town Folk Festival or any Event venue owner (at their sole discretion) that the maximum capacity has been reached in these areas, there will be no further admissions.
23. Ticketholders agree to comply with all Event security arrangements, as well as those of an Event venue, including personal searches (if deemed necessary by Town Folk Festival). All GLASS, ALCOHOL, ILLEGAL DRUGS, WEAPONS, or DANGEROUS ITEMS are prohibited, and Town Folk Festival reserves the right to confiscate such items. No claim may be made against Town Folk Festival or the venue provider for items confiscated. Persons found in possession of illegal drugs, weapons or dangerous items will be removed from the Event and Town Folk Festival reserves the right to confiscate the individual Ticketholder's wristband.
24. Town Folk Festival or an Event venue provider may refuse admission to any Ticketholder for any reasonable cause and may request any Ticketholder leave the venue for any purpose deemed reasonable by Town Folk Festival. If you are removed from the Event and/or denied entry to the Event, you will not be entitled to any ticket refund in part or in full and/or any compensation, unless required by law.
25. Entry to the Event and any Event Area is at the Ticketholder's own risk and Town Folk Festival and Event venue providers reserve the right to refuse entry to Ticketholders. Town Folk Festival and Event venue providers shall not be held liable for any loss, injury, or damages sustained entering, or on, the site of the Event to the extent allowed by the law.
26. Ticketholders may be removed from the Event if, in the opinion of Town Folk Festival or a venue where an Event is being held, the Ticketholder behaves or acts in a threatening or inappropriate manner, including without limitation, any aggressive, riotous, abusive, offensive, racist, sexist or insulting actions towards other patrons, Event staff or any other persons at the Event. Ticketholders are required to follow the reasonable directions of Event staff at all times.

Audio and Visual

27. Ticketholders consent to their inclusion in official photographic, film and other visual and audio recordings of the Event, including as an audience member, and grant Town Folk Festival the right to use such photos and recordings for promotion, marketing and other purposes in all media without restriction.
28. The use by Ticketholders of video cameras, professional photographic equipment (including SLRs with interchangeable lens), other visual, sound recording or transmission equipment is absolutely prohibited. Any person not in possession of an official Town Folk Festival Event Media Pass endorsed for film and/or photography found using a video camera or any device to record performances at the Event will be removed from the Event, will have their Event wristband confiscated, and Town Folk Festival reserves its right to take any legal action against the Ticketholder.

Liability

29. To the fullest extent permitted by law, Town Folk Festival shall not be liable for the acts, omissions or default of those providing services in connection with the Event, or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with the Event. To the full extent permitted by law, Ticketholders waive all legal rights of action against and fully release Town Folk Festival, its agents, employees and volunteers for all claims for compensation for loss, damage, injury or death howsoever arising out of or in relation to the Ticketholders entry to, and their attendance at, the Event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in these Ticketing Terms. However, Town Folk Festival's liability for any breach of such condition or warranty will be limited, at Town Folk Festival's option, to the resupply of the services or the cost of having the services supplied again. In no event will Town Folk Festival be liable for any indirect, consequential, exemplary or special damages.
30. In the event of Ticketholder injury or illness, Town Folk Festival may at its discretion, and at the cost of the Ticketholder, arrange medical treatment and/or emergency evacuation as deemed necessary for the safety of the Ticketholder and/or other Ticketholders at the Event.
31. Entry to the Event is at the Ticketholders own risk. The Ticketholder acknowledges that neither Town Folk Festival nor an Event venue will be responsible for any loss or damage to property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by a Ticketholder.
32. Town Folk Festival is not liable for any loss, injury, damage or compensation (including, without limitation, any travel costs, accommodation costs, out of pocket expenses), as a result of the Event being cancelled, postponed, relocated or changed for whatever reason. If the Event is cancelled in whole or in part by an act of God, extreme weather, act of war, act of terrorism, civil commotion, industrial dispute or for any event or threat outside of the control of Town Folk Festival then any refunds shall be at Town Folk Festival's absolute discretion (unless otherwise required by law).
33. Town Folk Festival takes no responsibility for any hearing damage at the Event.

34. The Ticketholder will be liable for any loss or damage caused at the Event by the Ticketholder, or where the Ticketholder is less than 18 years of age, by their Responsible Adult Ticketholder.

Smoking, alcohol, illegal drugs and glass

35. All undercover Event venues within the Event Area are smokefree, and Town Folk Festival reserves the right to designate various areas external to the Event Areas as smoke-free.
36. THE EVENT AREA IS LICENSED. Ticketholders wishing to consume alcohol must be 18 years and over (photographic ID will be required as proof of age) and may only consume alcohol purchased within the Event Area. Town Folk Festival reserves the right to evict patrons who disobey or break Responsible Service of Alcohol legislation and the law. In accordance with legislation, children under the age of 18 must be accompanied by a Responsible Adult when entering the licensed Event Area. Alcohol may only be consumed within the licensed Event Area. Town Folk Festival reserved the right to deem certain areas within the Event Area as 'dry' areas, and no alcohol will be permitted in these designated areas.
37. Town Folk Festival reserves the right to remove anyone from the Event and confiscate their Event wristband if they are found supplying or buying alcohol for a person under 18 years of age. Town Folk Festival also reserves the right to refer the matter to police.

Privacy

38. The information requested is only used in the processing of Ticketholder's Event tickets in accordance with the [Privacy Act 1988](#) (Cth), the information is not supplied to any third party. Please refer to Town Folk Festival's website for Town Folk Festival's Privacy Policy. Please also refer to the privacy policy of Eventfinda [here](#).
39. In purchasing a ticket, you consent to Town Folk Festival collecting and retaining your personal information, which Town Folk Festival will hold for as long as is necessary in accordance with the Privacy Act 1988 (Cth) and the Town Folk Festival privacy policy. Town Folk Festival may send you direct marketing communications and information about our events. This may take the form of emails, SMS, or other forms of communication, in accordance with the Spam Act 2003 (Cth) and the Privacy Act. You may opt-out of receiving marketing materials from Town Folk Festival by using the opt-out facilities provided in the communication we send you (such as an unsubscribe link).

Trading

40. Trading signs or other signs are not permitted at the Event without prior consent of Town Folk Festival. No Ticketholder shall be entitled to do any trading within the confines of the Event without the written consent of Town Folk Festival.
41. Ambush marketing shall not be permitted at the Event. Setting up a promotional presence within or near the Event Area is prohibited without express prior written consent of Town Folk Festival.
42. Tickets to the Event cannot be used as part of any marketing, media or sales promotion, whether commercial or non-commercial without Town Folk Festival's prior written consent.

General safety

43. In the case of an emergency evacuation or situation, Ticketholders must follow all directions from Town Folk Festival.
44. No animals will be permitted into the Event Area, with the exception of guide dogs.
45. Fires and fireworks are not permitted within the Event Area.
46. Footwear must be worn at all times within the Event Area.
47. Activities such as moshing, crowd surfing and stage-diving are not permitted within the Event. Town Folk Festival reserves the right to remove any Ticketholders engaging in these or other dangerous activities from the Event, and may confiscate their Event wristband.

48. PROHIBITED ITEMS

In conjunction to these Terms & Conditions, the following items are not permitted in any areas of this Event;

- Animals (other than Assistance Dogs)
- Glass (including Water Bottles)
- Full Water Bottles
- Weapons (including pocket knives)
- Incendiary devices, including flares, fireworks and smoke bombs
- Firearms and explosives, chemical, radioactive or biological substances
- Laser lights
- Gas Bottles/Propane/Fuel Sources
- Vehicles or Motorised items (except accessible mobility equipment)
- Bicycles, Scooters, Skateboards, Hoverboards and Rollerblades/Skates
- Professional cameras, audio recording devices or video cameras
- Camera Tripods and detachable lenses above 300mm
- Large flags/banners exceeding 1.6m
- Unauthorised Advertising Material or Flyers
- Musical Instruments or Tools
- Any other item that in the opinion of Town Folk Festival management, could cause harm or public nuisance.

Environment and community

49. Town Folk Festival urges all Ticketholder to be respectful of the Event Area and place any litter in the recycle or other bins provided around the Event.
50. Town Folk Festival urges all Ticketholders to please respect the Castlemaine township and to not create excessive noise or litter while traveling to and from the Event.

General

51. Any breach of any of these Ticketing Terms will entitle Town Folk Festival to evict the Ticketholder from the Event and confiscate any ticket or wristband, without refund.
52. No promise is made by Town Folk Festival that the Town Folk Festival website is error free or that files downloaded from the site are free of viruses or contamination.

53. Any clause within these Ticketing Terms which is or becomes unenforceable shall not invalidate the other provisions herein.
 54. The laws of the state of Victoria apply to these Ticketing Terms, and Town Folk Festival and the Ticketholder submit to the jurisdiction of the courts there with respect to any proceeding or claim arising out of or relating to the Event or as a Ticketholder.
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