



## TERMS AND CONDITIONS FAIRFIELD CITY COUNCIL'S, ILLUMINATE

**Event Date: Tuesday 31 December 2024 & Event Location: Fairfield Showground, 443 Smithfield Rd, Prairiewood**

### Health & Safety Conditions of Entry

The wellbeing of our community, contractors and staff is our greatest priority.

Attendees are reminded to:

- Practice good hand hygiene. Hand sanitiser stations will be available at the festival.
- Cough/sneeze into elbow.
- Stay home if you are feeling unwell.

#### Terms and Conditions of entry

By reserving your ticket to Fairfield City Council's ('Event Organiser') Illuminate by any means, you agree to the following Terms and Conditions of entry to the venue.

- Visitors enter Fairfield Showground at their own risk.
- Visitors attending Fairfield City Council's event, Illuminate, require a valid entry ticket. Entry to the event is strictly limited to those who have booked tickets online prior to event. Entry without a ticket will not be accepted under any circumstance.
- Persons attending the Event must at all times be of neat and inoffensive appearance, must behave properly and responsibly and not engage in any behaviour that is likely to cause damage, injury, nuisance or annoyance. Intoxication, aggressive or anti-social behaviour will not be tolerated.
- Event Organiser reserves the right to refuse entry to any person at any time or to remove persons who display disruptive or disorderly conduct.
- Persons causing a disturbance or refusing to comply with requests from Security will be removed from the event.
- For safety and security reasons, all persons are required to follow all directions and instructions of the Events Team staff and Event security at all times.
- Bag checks will occur at the Event entry point and elsewhere at the venue and any items deemed unsuitable must be disposed of upon request by Event security staff.
- Security will conduct screening with metal wands at point of entry. This is to ensure no unauthorised items are brought onto site. Such as, sharp items or anything deemed a weapon by security.
- Event organiser is not responsible for loss or theft of or damage to personal property.
- All children under the age of twelve (12) years entering the site must be accompanied and supervised by a person over the age of eighteen (18) at all times.
- Sharpie pens will be made available should parent/guardian's wish to place contact number on the wrist band for lost child/persons purpose.
- For safety and security reasons, all visitors must obey all signs displayed around the Showground and all reasonable requests by Event Organisers.
- No person is permitted to smoke in the areas within the Showground Complex, identified as "Smoke Free Zones". Refer to signage for directions to designated smoking zone at Gate 3.
- Once the maximum capacity of any area is reached there will be no further admissions.
- Any person gaining unauthorised access to this event may be liable to prosecution.
- High picnic (regular) chairs or four leg chairs will not be permitted in order to avoid damage to the oval and blocking the view of others. Low fold-out chairs with bar legs are permitted.
- All persons consent to being filmed and recorded by surveillance cameras at all times and their images being used for the enforcement of any law.

#### Ticketing

- This ticket has been created and managed using the Trybooking site and is also subject to the Terms and Conditions of Trybooking.
- Tickets cannot be on-sold by any means at a price greater than the purchase price of the tickets. Scalped tickets may be cancelled, and the ticket holder denied entry.
- Tickets purchased from Trybooking is proof of purchase for Illuminate and must be presented at the time of admission.
- This ticket is non-transferable and only one ticket is valid per ticket purchased.
- Tickets are not to be duplicated for the purpose of falsifying entry.

#### Event Cancellation

- Due to factors such as poor weather or NSW Health warnings, the event may need to be cancelled or postponed. The Event Organiser reserves the right to cancel event if deemed necessary in the interest of public safety.
- In the instance where the event cannot be rescheduled, a full refund of \$5.00 will be issued per ticket via Trybooking.
- Ticket refund requests must be emailed to [events@fairfieldcity.nsw.gov.au](mailto:events@fairfieldcity.nsw.gov.au) for consideration, but will not be automatically accepted.
- The Event Organiser reserves the right to deny refund requests without valid or acceptable reasoning.
- Approved refund requests will be processed in the new year.

#### Prohibitions and Prohibited Items

- Security and the Event Organiser reserves the right to refuse anything they deem unsuitable for the festival grounds. The festival cannot guarantee the safety or return of any prohibited items left at the entry gate. If in doubt, leave it at home.
- Illuminate is an alcohol-free event. Visitors are not to bring or consume alcohol;
  - No visitor's pets are allowed on Fairfield Showground property;
  - No personal BBQ's, cooking equipment, gas cylinders, helium cylinders, or electrical appliances are to be brought onto Fairfield Showground property;
  - Glass of any kind
  - Illuminate does not support illegal drug use or possession, and anyone found with illegal substances will be handed over to the Police. Possession of even a small quantity of illegal drugs can lead to a criminal conviction and a criminal record for life;

- Party Poppers;
  - Unsealed water bottles – sealed bottles may be permitted;
  - Camel bags or similar water containers;
  - Knives or weapons of any kind including potential missiles;
  - Flares, fireworks or sparklers;
  - Lasers or laser pointers;
  - Animals or pets (excluding assistance animals);
  - Professional recording or broadcast devices (other than mobile phones);
  - Drones;
  - Walkie-talkies;
  - Flags with poles, large flags or banners that may obstruct the view of other patrons;
  - Protest paraphernalia and banners;
  - Any person bearing or wearing gang colours, patches or insignias are not permitted entry to the event;
  - Any item that you intend (or such quantities of the item from which the Event Organiser can reasonably infer that you intend) to distribute, hawk, sell, offer, expose for sale or display for marketing or promotional purposes;
  - Any dangerous goods;
  - Any other items as determined by Security or Event Organiser that may cause injury or public nuisance;
- Any prohibited items found will be confiscated. Alcohol will be disposed of, illegal substances or weapons or items considered dangerous or offensive will be handed over to the police.

#### Liability and Indemnity

- Event Organiser is not responsible for the loss or damage to personal property.
- The promoter or venue shall not be held liable for any loss, injury or damages sustained entering and exiting at the event.
- In consideration of being granted entry to the Showground each such person expressly acknowledges and agrees that (subject only to gross negligence on the part of Showground staff or Event Organisers being the direct cause of any loss, damage or injury to occur), each person will enter upon the Showground premises and surrounds and/or will participate in the programs, utilise the equipment and/or take advantage of the services offered therein, absolutely at his or her own risk, such that each person releases and discharges Fairfield City Council, its management, Event Organisers, staff and contractors from all liability for loss, damage or injury which may be sustained by each such person in such manner or under such circumstances.

#### Photography and Filming

- By entering this event site, you agree to being filmed or photographed, the product of which may be used for marketing or promotional purposes.
- All persons consent to being filmed and recorded by surveillance cameras at all times and their images being used for the enforcement of any law.

#### Age Restrictions

- All children under the age of twelve (12) years old entering the site must be accompanied and supervised by a person over the age of eighteen (18) at all times.

#### Weather

- Patrons can bring rain ponchos for wet weather protection. Umbrellas are not permitted.
- You agree to wear clothing and footwear that is appropriate for attendance of an all- weather outdoor event. It is highly recommended that patrons wear suitable shoes and weather protection, especially when the weather has been, or may be wet.

#### General

- Section 660 of the Local Government Act 1993 provides that (among other things) it is an offence for any person to willfully obstruct, by way of example, an employee of a council in the exercise of that person's functions under the Local Government Act.
- Section 670 provides that any person that fails to comply with the terms of a notice or sign will be guilty of an offence as long as the sign is clearly legible and is exhibited at every entrance to the land or in a conspicuous place or if the land contains buildings as exhibited either inside or at or near the entrance to the building.
- Event Organiser reserves the right to alter these Terms and Conditions at any time.
- Event Organiser reserves the right to take action to enforce these Terms and Conditions.
- Event Organiser reserves the right to conduct random bag checks upon entering the venue.
- Event Organisers reserve the right to search all persons and all personal possessions at the time of entry to the venue. Failure to comply will mean you will be prevented from entering the event.

#### Privacy Policy

- Fairfield City Council values the privacy of individuals and is committed to protecting your personal information.
- By purchasing your ticket and/or attending the event you are agreeing for your name, photograph and/or footage of you to be used for promotional or advertising purposes including social media.
- Any data collected for marketing purposes from this event will be strictly in accordance with the Privacy of Information Act.