

# CONDITIONS OF ENTRY

## KIES FAMILY WINES – Conditions of Sale and Entry

The Kies Family Wines Gather in the Barossa Event (“Event”) is managed by Kies Family Wines (ABN 51 096 207 377) of 1303 Barossa Valley Way, Lyndoch, SA, 5351 (“Kies Family Wines”).

All tickets purchased are subject to the following conditions of sale and entry (“Conditions”). Terms of entry displayed at the Event venue may also govern the ticket holder’s admission.

### Conditions

1. Except to the extent permitted by the Competition and Consumer Act 2010 (Cth) and Fair Trading Act 1987 (SA), tickets cannot be exchanged or refunded after purchase.
  2. Tickets remain the property of the KIES FAMILY WINES. KIES FAMILY WINES reserves the right to confiscate tickets during the Event.
  3. Tickets are not transferable on or during the day of the Event, must be retained at all times and produced if requested. A ticket holder requiring a pass-out will be given a physical pass which is non-transferable (or such other method as the KIES FAMILY WINES directs) which, together with a valid Event ticket, must be presented to regain entry.
  4. KIES FAMILY WINES reserves the right to refuse entry to, or remove from the Event, any person:
    - (a) under the influence of drugs or alcohol;
    - (b) who is disorderly;
    - (c) engaged in offensive or inappropriate behaviour, or vandalism;
    - (d) who evades legal admission to the Event;
    - (e) carrying prohibited items on their person; or
    - (f) with reasonable cause in its absolute discretion.
  5. KIES FAMILY WINES may vary or replace the Conditions at any time without notice.
  6. KIES FAMILY WINES reserves the right to add, withdraw or substitute any talent, performer, act or activity associated with the Event, vary programming, seating arrangements, audience capacity and gate opening and closing times.
  7. If the Event is cancelled for any reason, KIES FAMILY WINES assumes no obligation to arrange a substitute event, performance or service.
  8. A ticket holder may not make, reproduce or use any form of still or moving picture or any sound recording (“Footage”) of the Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose, without the consent of KIES FAMILY WINES, and will, if requested, assign all rights in Footage to KIES FAMILY WINES or its nominees.
  9. The ticket holder may not, without prior written consent of KIES FAMILY WINES, bring any of the following to the Event:
    - (a) alcohol;
    - (b) glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses);
    - (c) any seal-broken beverage container;
    - (d) drink coolers or ice boxes;
    - (e) any heavy benches or stools or bulky items (excluding prams and strollers);
    - (f) animals (other than accredited assistance dogs);
    - (g) musical instruments;
    - (h) weapons of any kind;
    - (i) fireworks;
    - (j) signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos;
    - (k) or any item which could reasonably be deemed to cause public nuisance or offence to the Event patrons.
  10. KIES FAMILY WINES reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the Event.
  11. Smoking and use of e-cigarettes is not permitted at the Event other than in designated smoking areas.
  12. The ticket holder brings personal property to the Event at his/her own risk. KIES FAMILY WINES will not be liable for loss of, or damage to, personal property.
  13. Children aged 12 years and under must be in the care, custody and control of at least one adult ticket holder 18 years and over at all times during the Event.
  14. All Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise the Event organiser (events@kieswines.com.au) of any change.
  15. KIES FAMILY WINES will make reasonable endeavours to communicate with the ticket holder about the Event but does not warrant that it will be able to communicate with all or any ticket holders about a particular matter, or that such communication will be timely, accurate or free from error.
  16. Nothing in these Conditions is intended to exclude, restrict or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.
  17. Where relevant, the ticket holder and any third party who purchases a ticket on behalf of the ticket holder (“Third Party”) each warrant that the Third Party has the ticket holder’s full authority to act as the ticket holder’s agent for the purposes of purchasing the ticket and accepting the Conditions.
  18. The ticket holder releases and indemnifies KIES FAMILY WINES, the Event organisers, KIES FAMILY WINESs, sponsor organisations, land owners and lessees, their respective servants, officials, representatives and agents (collectively “Associated Entities”) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted or omitted to be done by the ticket holder in relation to the Event.
  19. KIES FAMILY WINES requires ticket holder’s personal information for the purposes of:
    - (a) catering for Event patrons;
    - (b) sending ticket holders customer service emails including Event confirmations and reminders;
    - (c) conducting market research and analysis that helps KIES FAMILY WINES improve and customise its products and services
    - (d) preventing or detecting unlawful behaviour, to protect or enforce KIES FAMILY WINES’s legal rights or as otherwise permitted by law;
    - (e) ensuring the security of the KIES FAMILY WINES’s and the KIES FAMILY WINES’s supplier operations;
    - (f) creating a profile about a ticket holder to help the KIES FAMILY WINES personalise its services to a ticket holder if the ticket holder has consented to KIES FAMILY WINES marketing;
    - (g) sharing that personal information with:
      - (i) third parties who supply goods and services:
        - (A) on which KIES FAMILY WINES’s products and systems are built; or
        - (B) so that they can run KIES FAMILY WINES’s event and for other reasons described in their privacy policies, (ii) government departments, agencies or other authorised bodies where permitted or required by law.
20. The ticket holder expressly consents to the recording and use of his/her image and/or voice (“Likeness”) for the purposes of worldwide commercial exploitation of his/her Likeness by KIES FAMILY WINES or any entity or person authorized by KIES FAMILY WINES, in any form KIES FAMILY WINES may decide or approve and without any payment or compensation to the ticket holder. The recording of the ticket holder’s Likeness may be undertaken using a variety of methods, including by television cameras and photography.
21. These Conditions are governed by, and are to be construed in accordance with, the laws of South Australia and the parties to these Conditions irrevocably submit to the exclusive jurisdiction of the courts of South Australia.
22. These Conditions, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.



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