Port Fairy Folk Festival 2026 Terms & Conditions - Tickets & Entry

This ticket is sold by Port Fairy Folk Festival Committee Inc. (PFFF) (ABN 84 560 700), a not-for-profit community organisation responsible for the organisation of this Event. The following conditions are of sale (including any resale or subsequent assignment), entry and attendance at the Event.

'You' and 'your' refers to the customer. 'We', 'us', 'our', 'PFFF' and 'Event organiser' refers to Port Fairy Folk Festival Inc, its employees, contractors, volunteers, and authorised persons. 'This agreement' means these terms and conditions and any other conditions specified by us on our website and booking forms.

For further ticket information, contact Moshtix through your account using the 'SMART HELP' button. If you haven't purchased a ticket yet, you can use this <u>form</u> for further info.

Ticketing

- 1. Tickets are sold subject to PFFF and Moshtix conditions of sale and to the terms and conditions of entry of each of the Event's venues.
- 2. All ticket sales are final. Once purchased, tickets are the sole responsibility of the purchaser. Tickets are transferable to a known person through your Moshtix account for a \$10 fee. It is a condition of sale that tickets may not be offered for commercial re-sale, and they are only valid if purchased from Moshtix or through the Port Fairy Folk Festival Box Office.
- All ticket sales are final. No refunds or exchanges will be available through PFFF unless the Event is forced to cancel or is rescheduled for any reason. In this case, you will have the option of holding onto your ticket for the next Event or receiving a full refund.
- 4. No refunds or exchanges will be available through PFFF unless the Event is cancelled or is rescheduled, and you do not wish to attend the alternative date.
- 5. Secure Tickets is an addition/option through Moshtix. PFFF are not responsible for any refunds through Secure Tickets. If you wish to add Secure Tickets to your purchase, please read the separate T's and C's that applies to this agreement, and all enquiries regarding Secure Tickets will need to be handled directly through Moshtix.
- 6. PFFF will operate under all health and safety conditions in accordance with government requirements at the time if the event. All attendees must comply with the relevant regulations at the time of the event.
- 7. You must supply the correct full name and contact details of all attendees at the time of purchase.
- 8. Ticket orders will be cancelled if cheques are dishonoured, or credit card funds are unavailable.
- 9. Companion Card holders who purchase a ticket will be provided with a complimentary ticket for their companion/carer. Please contact Moshtix and select the dropdown option titled 'companion card booking', add your companion card details to the box titled 'tell us a bit more info' and include your order confirmation email, the full name of your companion and your companion card number.
- 10. If entering the Event as an adult, ID to prove legal age must be shown if requested. Children under the age of 18 will not be allowed to enter the Event with an adult ticket. Any youth presenting with an adult wristband WILL NOT be offered a Youth wristband in exchange.
- 11. YOUTH TICKETS: For duty of care reasons, and in keeping with the family-based nature of the Event, youth tickets can only be purchased in conjunction with an adult ticket or by an adult who has already purchased a ticket. There is a limit of 6 youth tickets for each adult ticket. Youth tickets must be purchased in advance. The PFFF reserves the right to refuse sale of youth tickets if there is reason to suspect that the accompanying responsible adult policy is being exploited. This adult must be a parent or guardian. Proof of age, like a learner permit or school ID, may be required. PFFF can refuse entry if the youth isn't with the responsible adult who bought the ticket. You can add a Youth Ticket to your order later if you already have an adult ticket by logging into your Moshtix account. Children 12 years and under who are accompanied by a ticketed and responsible adult, enter the Event at no charge and must be always supervised by a responsible adult.
- 12. If PFFF determines that the price of tickets set out on Moshtix is in error, persons who have purchased tickets will be contacted. If the error has resulted in the purchaser being overcharged, the amount overcharged will be refunded. If the error has resulted in the purchaser being undercharged, PFFF reserves the right to charge the purchaser the balance of the correct ticket price. If ticket holders disagree, tickets can be cancelled, and a full refund provided net of the non-refundable booking fee.
- 13. Please note there is no guarantee that you will be able to purchase or sell a ticket via a resale facility. If we do open a resale facility at a later date, the only official ticket resale facility will be that offered by our Ticketing partner Moshtix; please refer to their website for details on this process.

Ticket exchange/wrist bands

- 14. The BARCODED TICKET is required to be exchanged for a wristband at Southcombe Park Stadium in Campbell St, Port Fairy. Print the barcoded ticket, or carry the barcoded ticket on your smartphone or device, and bring to the Southcombe Park Stadium on Campbell St.
- 15. Each person must personally attend the Ticket exchange to have their wrist band fitted. You are unable to collect a wristband on behalf of another ticket holder, even in your family or group.
 16. Once you have your wrist band fitted, it must be worn at all times. Wristbands must remain intact to
- 16. Once you have your wrist band fitted, it must be worn at all times. 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 venue may be denied unless the PFFF or security staff approves a replacement. Wristbands are not transferrable and will not be replaced if lost. Please treat your ticket and your wristband like cash.
- 17. If you lose your ticket, or original ticket confirmation email or SMS confirmation, please log into your Moshtix account to access your original ticket purchase. If you do not bring your valid barcoded ticket to Southcombe Park Stadium, a \$10 administration fee will be charged to locate and or/reissue your ticket.
- 18. Event Organisers reserve the right to refuse entry to any person who:
 - cannot produce a valid e-ticket.
 - presents an e-ticket that has been purchased or obtained through an unauthorised/unofficial source or by illegal means, or
 - presents an e-ticket that has been duplicated.

Artists and Venues

- 19. PFFF 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.
- 20. Admission to individual stages is subject to capacity. No claim for compensation or refund shall be made in the event that access to a venue is denied when 'full house' is declared for any advertised artist; or if the Event does not meet the ticket holder's expectations in general.
- 21. Chairs may be brought into the Event but must be kept in their designated/signed areas. We may direct you to move or remove chairs from the Event for any reason.
- 22. Grassed areas **may not** be reserved through the placement of blankets or chairs unless the space is continually occupied. The Event organisers reserve the right to remove any unattended blankets or chairs.

Audio & Visual

- 23. All ticket holders' consent to any official filming, photographic and sound recording as members of the audience.
- 24. No equipment, recording device, phone or camera will be allowed where the user is intending to use the photos, audio, or video for unauthorised commercial use. Any person not in possession of an official PFFF Media Pass endorsed for film and/or photography as appropriate, found using a video camera or any device to record performances may be expelled from the venue, lose their wristband, and may render the offender liable for legal action.

Liability

- 25. PFFF disclaims any and all liability for the acts, omissions and conduct of any third party including the products, services, actions or failure to act of any venue or other person in connection with the performance or referred to on this site.
- 26. Entry is at the ticket holder's own risk. The PFFF shall not be held liable for any loss, injury or damages sustained entering or on the site to the extent allowed by the law. The right to refuse entry is reserved by PFFF and venue providers.
- 27. The PFFF takes no responsibility for any hearing damage or loss, please use ear plugs if necessary.
- 28. You will be liable for any loss or damage caused at the Event by you or your invitees.

Smoking, vapes, alcohol, illegal drugs and glass.

- 29. Smoking/vaping is only permitted within the designated and signposted areas within the festival arena. All other areas of the festival arena remain non-smoking at all times. Within the Village, standard smoking/vaping laws are in line with the Tobacco Act which disallow smoking within a 10-metre radius of food preparation and service areas.
- 30. THERE ARE SPECIFIC LICENSED AREAS WITHIN THE ARENA. Alcohol may only be consumed in these licensed areas. Patrons wishing to consume alcohol must be 18 years and over (photographic ID will be required as proof of age). It is prohibited to bring your own alcohol to

the event. We reserve 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 area.

- 31. If anyone is caught providing or purchasing alcohol for a minor, they will be removed from the event, have their wristband confiscated, and may face criminal charges. Ticket holders agree to comply with all PFFF security arrangements, as well as those of the venue provider, including personal searches (if deemed necessary by PFFF). All GLASS BOTTLES, ALCOHOL, ILLEGAL DRUGS, WEAPONS, or DANGEROUS ITEMS are prohibited and will be confiscated. No claim may be made against PFFF or the venue provider for items confiscated. Persons found in possession of illegal drugs, weapons or dangerous items will be removed from the venue, will lose their wristband, and may face criminal charges.
- 32. PFFF or the venue provider may refuse admission to any ticket holder for any reasonable cause and may request any ticket holder to leave the venue for any reasonable cause.
- 33. Ticket holders agree to a search of your person or possessions on entry to the Event.

Privacy

34. The information requested is only used in the processing of your tickets; in accordance with the Privacy Act 1988, the information is not supplied to any third party outside of the PFFF and our official Ticketing partner.

Trading

- 35. Trading signs or other signs are not permitted without prior consent of PFFF. No ticket holder shall be entitled to do any trading without the written consent of the Event organisers.
- 36. Ambush marketing will not be tolerated. Setting up a promotional presence within or near the Event is not allowed without prior written consent of the Event organisers.
- 37. Tickets cannot be used as part of any marketing, media, or sales promotion whether commercial or non-commercial without prior written consent of the Event organisers.

General safety

- 38. In the case of an emergency evacuation or situation, you must follow all PFFF and other directives of official personnel.
- 39. No animals will be permitted onto the Event site, with the exception of support animals.
- 40. Fires and fireworks are not permitted.
- 41. Activities such as moshing, crowd surfing and stagediving are not permitted. Patrons engaging in these, or other dangerous activities will be evicted from the Event and will lose their wristband.
- 42. Aisles in venues must be kept clear, and patrons must follow directions given by Event staff in regard to seating, traffic flow and creating more available space for patrons in venues.

Environment and community

- 43. PFFF cares for the environment and community. Please recycle wherever possible and place all waste in the appropriate bins provided.
- 44. Please respect our town and neighbours. Do not create excessive noise and do not litter while traveling to and from the Event.