

Additional Terms and Conditions of the Event Organiser (ActiveTV)

version dated 15.12.25

Important Notice and Terms and Conditions of Carols in the Domain.

1. Please be advised, the purchase and/or use of a ticket, and/or entry into the venue of the **Carols in the Domain** (together, referred to as the "Event") shall constitute your unconditional acceptance to be bound by any and all of the terms and conditions within this agreement (the "Agreement") between you and ActiveTV Pty Ltd ("Event Organiser"). Purchaser includes ticket holder or user or individual who attend the Event. For the purpose of these terms and conditions, reference to "you", "yourself" shall mean the Purchaser, ticket holder or ticket user or person attending the Event.
2. Please take note that **Carols in the Domain** is an outdoor event and held in an **open-air venue**. This means the audience seating area is completely uncovered. Please also note that unless otherwise specified there are mainly **low beach chairs** provided and available at the seating area. If you think you may have trouble getting into or out of the low beach chair, we recommend you purchase the regular chairs located in the Donner Section (limited seating available).
3. The Event will be subject to all weather conditions (including unfavourable weather conditions), acts of god, terrorism, riot, flood, war, political insurgence, insurrection, act of civil or military authority, uprising, other natural or man-made eventuality outside of the control of the Event Organiser and a force majeure event. In the event of unfavourable weather conditions, the Event Organiser may delay the start time of the Event or pause any performance at the Event or take necessary actions/adapts the Event to ensure performer and crew safety.
4. **At your own risks.** Purchaser is fully responsible for assessing their own risk, the safety of themselves and their guests/children/family member including but not limited to the suitability of any items, equipment, personal belongings and valuables and/or devices brought by themselves to the event venue. All items brought by the Purchaser including but not limited to equipment, personal belongings and valuables and/or devices are at brought to the Venue at the Purchaser's own risks. If you are feeling unwell, please do not attend the Event.
5. By entering the Event, you agree to assume any and all risk and/or danger, known and unknown, foreseeable and unforeseeable, resulting from, or incidental to, the Event, whether occurring prior to, during, or subsequent to, the Event, including, but not limited to, any death, personal injury or loss, damage or liability whatsoever.
6. **Prohibited items and Conduct.**

(a) You agree **not to bring any Prohibited Items** to the Event.

Prohibited Items include, but are not limited to: chairs, tables, canopies, weapons of any kind, alcohol, metal cans, laser pointers, audio recording equipment, professional still or video camera equipment, items intended for sale or promotion, glass containers, selfie sticks, umbrellas (ponchos and rain-proof clothing are permitted), large eskies or coolers, drones, backpacks, oversized bags (larger than 16" x 16" x 18"), firearms, illegal substances (other than prescription medication), and **any flags, banners, signs, symbols or materials (including national flags)** that contain, depict, promote or may reasonably be interpreted as containing **offensive, discriminatory, hateful, inflammatory, political, religiously extremist or profane language, imagery or messaging**, or which may incite hostility, intimidation, or disturb public order.

Prohibited Items also include **any item that may be used to disrupt the Event or that is deemed by Event management to pose a risk to the health, safety or enjoyment of attendees**. Event management and participating venue management reserve the right to **inspect and search all persons, packages and bags** entering the premises and to confiscate any Prohibited Items.

(b) **Smoking is prohibited** at the Event, except in designated smoking areas (if any).

(c) **Behavioural Conduct:** Any behaviour that, in the reasonable opinion of Event management, adversely affects another attendee's enjoyment of the Event or is unsafe, illegal, violent, aggressive, offensive, disruptive or otherwise inappropriate will result in **immediate removal from the Event without refund**. Failure to comply with these terms may result in removal from the Event site and, where necessary, Event staff may request assistance from law enforcement authorities.

(d) **Unauthorised commercial activity** of any kind, including solicitation, promotions, marketing, customer surveying, photography or filming, is strictly prohibited unless expressly authorised in writing by the Event organiser.

6. Baby prams and/or strollers, are only allowed if parked or stored at the designated area as notified by the Event Organiser. Please refer to the carolsinthedomain.com website for information on the limited mobility area and other information or update relating to the Event, from time to time.
7. **Consent to Photography and Recording.** By attending the Event, you understand, agree, and acknowledge that (a) you may be photographed and filmed, and (b) you hereby provide Event Organiser with your absolute, express consent to be photographed and filmed. You further understand and agree that these images and/or recordings can be registered, stored, transmitted, broadcast/streamed, rebroadcast, and sold for archival, promotional, and/or commercial purposes, in any manner, and in any media, now known or hereafter discovered, without any compensation to you. Your name, image, and/or your likeness may be captured as part of and/or used in connection with any broadcast/stream, audio, visual, or audio-visual recording, photograph, or other reproduction or other publication of the Event (the "Footage") and may also be used by or on behalf of Event Organiser or any of Event Organiser parent entities, subsidiaries, affiliates, partners, sponsors, officers, shareholders, successors, licensees or assigns for any purpose, including, , but not limited to, archival, promotional, and commercial purposes, without any compensation to You. You waive all other rights in and to the Footage, including, but not limited to, all claims of so-called moral rights. This Footage may be used as a means to identify and facilitate the prosecution of illegal or impermissible conduct.
8. You hereby indemnify and hold harmless Event Organiser, their parent, affiliate, and subsidiary companies, and each of their respective representative, officers, directors, owners, members, trustees, agents, employees, successors, licensees and assigns, designated ticketing agent, Event sponsor/promoter, and the performing artists, including, but not limited to, their respective management, their agents, their staff, and their designees (collectively referred to as "Event Parties") from any loss, liability, damage or cost in any way arising out of, or related to, your actions and omissions at, around, or while participating in the Event.
9. You hereby waive, discharge, hold harmless, and covenant not to sue Event Parties from any and all liability arising out of, or in connection with, the Event, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of, or related to, the Event, your attendance at the Event, your travel to and from the Event, except to the extent caused by the gross negligence or willful misconduct of the Event Parties.
10. In no event will the Event Parties or their suppliers, advertisers, and sponsors, be responsible or liable to you or anyone else for, and you hereby knowingly and expressly waive all rights to seek, direct, indirect, incidental, special, punitive, or consequential damages or lost profits, revenues, or other damages of any type, and any rights to have damages multiplied or otherwise increased, arising out of, or in connection with, the event or any product or service purchased at the event, even if the Event Parties have been advised of the possibility of such damages, and regardless of whether the claim is based upon any contract, tort, or other legal responsibility whatsoever for (a) any failure of another attendee of the event to conform to these rules (b) personal injury or property damage of any nature whatsoever, whether arising in contract or in tort, resulting from your attendance at the event, (c) any errors, mistakes, inaccuracies, omissions in any content, or (d) any lost, stolen, or damaged tickets, or failure of event staff or security to honor your ticket. Your sole and exclusive remedy for dissatisfaction with the event is to leave the event. The limitations in this paragraph will apply even if any limited remedy fails its essential purpose. The allocation of risk between the parties is an essential element of the basis of the bargain between us. The Event Parties' liability will be limited to the fullest extent permitted by law. You acknowledge and agree that by purchasing this ticket and regardless if such exclusions or limitations apply, in no event will attorneys' fees be awarded or recoverable by you. Notwithstanding anything in this Agreement or otherwise to the contrary, the Event Parties' liability under this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the ticket price paid by the Purchaser.

11. **No Refund Policy**

All ticket purchases and fees paid in connection with the Event are **final and non-refundable**, including in circumstances of non-attendance, late arrival, change of mind, scheduling conflicts, travel disruptions, illness, or any other personal or external reasons.

Refunds will only be issued if the Event is cancelled in full by the Event organiser and is not rescheduled. In the event of cancellation, the refund shall be limited to the face value of the ticket or fee paid, excluding any booking fees, transaction fees or third-party charges, to the extent permitted by law.

No refunds will be provided where the Event is postponed, rescheduled, partially delivered, modified, relocated, or where the Event format is changed, including but not limited to changes to programme, performers, speakers, running order, venue, date, time or mode of delivery.

This policy is **subject to the Australian Consumer Law**.

12. If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible so as to effect the intent of the parties hereto, and the other provisions contained herein will remain in full force and effect. The company's failure to insist upon or enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.
13. Event Organiser may amend these terms and conditions by updating them on the carolsinthedomain.com website. Any variations become effective upon their first publication on Event website and apply to tickets already purchased and new tickets being sold. You should review these terms and conditions before purchasing tickets and before attending Event.