

## Lakeside Festival - Terms & Conditions

### Terms and Conditions are Binding:

By purchasing a Festival Ticket, the ticket holder agrees to be bound by the Festival Terms and Conditions and any other rules and regulations issued by the Promoter (Festival T&Cs).

- **Promoter:** Lakeside Festival Inc. ABN 53 536 379 584 PO Box 4220 Forster NSW 2428
- **Festival Sites:** Lakeside Amplified Music Festival (LMF), John Wright Park, 12–14 Manning Street, Tuncurry NSW 2428; Lakeside Certified Comedy Night, Club Forster, 19 Strand St, Forster NSW 2428.

### Event Names:

- The Friday night event will be titled **LAKESIDE CERTIFIED COMEDY Night**.
- The music festival will be referred to as **LAKESIDE AMPLIFIED MUSIC FESTIVAL**.

### You and Your:

Any person holding a valid ticket for the Festival events, whether or not the ticket was purchased by the person holding the ticket or via a third person owns a valid ticket. Lakeside Festival Inc. may, without notice, invalidate any Tickets that are believed to be in breach of the T+Cs, and no refund, replacement or compensation will be offered.

All Tickets and products are priced in Australian dollars.

Should the Festival be cancelled/rescheduled or relocated, Lakeside Festival Inc. will inform customers via their nominated email address.

**Refund and Cancellation Policy:** The Festival is an all-weather event. The Festival will take place rain or shine. No refunds will be issued except where required by law. Should adverse weather occur, the event will be relocated to Club Forster, Strand Street Forster. Full details of alternate arrangements will be provided to ticket holders at the time.

The Promoter may agree to refund tickets at their discretion under special circumstances based on the situation at the time.

### **Ticket Delivery Methods:**

- It is the purchaser's responsibility to provide a current, valid email address to the Promoter. Tickets will be delivered in PDF format via email to the nominated address. If an email has not arrived, check spam or junk folders.
- Tickets will be exchanged for Festival wristbands upon arrival at the Festival.

### **Proof of Age and Minors Tickets:**

- **Lakeside Certified Comedy Night** is an adult-only event. No tickets or admission will be available to minors under 18 years old.
- **Lakeside Amplified Music Festival** is an all-ages event. Tickets for minors can only be purchased along with an Adult Ticket.

The two (2) categories of minors tickets are:

- **Festival Ticket 12 years and under:** Children aged 12 years and under (as of 1st November 2024) must obtain a Child Ticket. This ticket is free of charge.
- **Festival Ticket 13 Years – 17 Years:** Persons aged 13 years and over but under 18 years (as of 1st November 2024) must purchase a minors ticket.

All children under 18 years of age must always be accompanied by a responsible adult, parent, or guardian while at the Festival site.

**Important:** It is the ticket purchaser's responsibility to ensure that the correct tickets are purchased. No refunds will be processed if there is an error in ticket purchase.

### **Festival Tickets – Wristbands:**

- Entry to the Festival sites requires the presentation of a bar-coded PDF Festival Ticket. This ticket can either be printed or displayed on a device.
- Upon arrival at the Festival site, the PDF Festival Ticket will be exchanged for a Festival wristband.
- Wristbands for **Lakeside Certified Comedy Night** are not valid for the **Lakeside Amplified Music Festival**; separate tickets must be purchased for each event.

**Wristbands:**

- Wristbands must be worn at all times during the event. Any removed or tampered wristbands will be rendered invalid and will not be replaced.
- Damaged or defaced wristbands will not be accepted.

**Credit Card Transaction Details:**

- The name **Lakeside Festival Inc.** will appear on your credit card statement next to your ticket purchase transaction.

**Online Ticketing Support:**

- If the purchaser has any issues regarding their credit card transaction or difficulties purchasing a ticket, they should contact:  
[admin@lakesidefestival.com.au](mailto:admin@lakesidefestival.com.au).

**Lost PDF Tickets and Wristbands:**

- Replacement is not available for lost, destroyed, or stolen PDF Tickets or Festival wristbands unless proof of purchase is presented. It is recommended that the purchaser keeps all receipts for their records.

**Ticket Purchase Warning:**

- Purchasers are warned not to purchase Festival tickets from unauthorised resellers. **Lakeside Festival Inc.** does not allocate any tickets to unauthorised resellers such as Viagogo, Stubhub, Ticketfinders, The Ticket Merchant, Worldticketshop, and Tixel.
- The Promoter cannot guarantee any ticket purchases made through any means other than the Authorised Ticketing Agent. If tickets are purchased from unauthorised resellers (e.g., eBay, Gumtree, or social media Buy/Sell pages), the Promoter will not be able to assist.

**Purchaser's Personal Information:**

- As part of the ticket booking, the Promoter may need to collect and store personal information, including the purchaser's name, address, credit card or payment details, phone number, and the names of all ticket allocations.

**Festival Advertising and Promotion:**

- **Lakeside Festival Inc.** reserves the right to advertise, promote, and conduct competitions at its discretion.

**Ticket Restrictions:**

- The purchaser agrees not to resell tickets contrary to applicable laws. Festival tickets may not, without the prior written consent of the Promoter:
  1. Be resold or offered for resale at a premium (including via online auction sites); or
  2. Be used to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer.
- If any ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund, and the bearer may be refused admission. The Promoter will make reasonable efforts to notify you of such action.

**Alcohol:**

- The Festival is fully licensed. No alcohol may be brought into the Festival site. Any alcohol brought to the site will be confiscated, and the offending patron may be ejected from the Festival for the remainder of the event.
- Only alcohol purchased from bars at the Festival may be consumed on the Festival site.
- Patrons must present valid proof of age (photo ID) to consume alcohol. Patrons must be of legal age (18 years) to purchase and consume alcohol at the Festival.
- If patrons are found supplying or purchasing alcohol for a minor, they will be evicted from the Festival and may be referred to the police.

**Food and Drink:**

- No outside food or drink is permitted into the Festival site.
- Sealed plastic water bottles are not allowed. The contents of any unsealed plastic water bottles cannot be brought in.
- However, unsealed, EMPTY plastic or metal water bottles (no glass) can be brought into the Festival site and used at free water stations.
- Hydration packs are permitted for families with children up to 10 years old.

**Drugs:**

- The use, possession, or supply of illicit drugs is strictly prohibited. Anyone found violating this policy will be removed from the Festival site and may be referred to the police.

**Smoking and Vaping Policy:**

- Venues and stages within the Festival site may enforce a No Smoking + No Vaping policy.
- Smoking and vaping are not permitted in any indoor areas of the Festival site.
- Designated smoking areas will be available at the **Lakeside Amplified Music Festival** site. Vaping is permitted only in these smoking areas, subject to NSW Health laws at the time of the Festival.

**Patron Behaviour:**

- Patrons must behave in an orderly manner at all times. The Promoter reserves the right to refuse entry or evict any patron behaving in a disorderly, offensive, or inappropriate manner.

**Search on Entry:**

- As a condition of entry, all bags, chairs, and personal belongings will be searched upon entry to the Festival site.
- If the purchaser does not consent to these searches, they may be denied entry without refund.

- Prohibited items will be confiscated and not returned, replaced, or reimbursed. Proceeds from confiscated items, if any, will be donated to charity.

**No Animals:**

- Animals are not permitted at the Festival, with the exception of assistance animals (e.g., guide, hearing, and service dogs) that are trained to assist individuals with disabilities.
- Festival personnel reserve the right to refuse entry to any animal deemed dangerous, restricted, infected with a disease, or posing a public health risk.

**Signage:**

- Patrons are not permitted to display trading signs, protest banners, or offensive paraphernalia.
- We request that all patrons be culturally sensitive when choosing their attire for the event.

**Risk:**

- Entry to the Festival site is at the patron's own risk. To minimize injury or accidents:
  - Appropriate footwear and clothing must be worn at all times.
  - Dangerous activities such as moshing, crowd surfing, circle pits, walls of death, slingshots, or stage diving are prohibited.
  - Earplugs should be worn if necessary.
- The Promoter assumes no responsibility for hearing damage, injury, or loss due to excessive noise or failure to follow safety directives. If deemed necessary, the Promoter may arrange medical treatment or emergency evacuation at your expense for your safety or that of other patrons.

**Promoter's Liability:**

The Promoter will provide services with due care as required by law. However, except for statutory liability, the Promoter, the Festival site owner, and lessees are not responsible

for any injury, damage, or loss incurred by the purchaser or others at the Festival, whether caused by negligence or otherwise. All risks are assumed by the purchaser.

**Indemnity:**

The purchaser agrees to indemnify the Promoter and the Festival site owner or lessees against any loss or damage they may suffer due to their negligence or breach of the Festival T&Cs.

**Release:**

To the extent permitted by law, the purchaser waives all legal claims and fully releases the Promoter, Festival site owner, and lessees (and their representatives) from any liability for loss, damage, injury, death, or economic consequences arising from the purchaser's presence at the Festival.

**Photographing and/or Recording of the Festival by the Purchaser:**

Personal digital cameras and SLR cameras are allowed, but professional photography equipment (e.g., telephoto lenses over 5cm or detachable lenses) is not permitted without media accreditation from the Promoter. Festival staff will decide what qualifies as professional equipment.

Photos of artists or the Festival are allowed for personal use only and cannot be sold or publicly displayed. Recording or filming the Festival is prohibited.

The Promoter reserves the right to confiscate and delete any unauthorized footage or photos.

**Photography and Recording by Promoter:**

By attending the Festival, the purchaser consents to being photographed, filmed, or recorded by the Promoter or its authorized representatives. These recordings may be used in any medium without further consent or compensation.

**Variation to Terms and Conditions:**

The Promoter may change these Terms & Conditions without notice. Any changes will take effect immediately upon being published on the Promoter's website and will not apply retroactively.

**COVID-19 Important Information:**

The Promoter monitors COVID-19 developments and follows guidelines from Government, Health Authorities, Artists, and Venues. By attending, the purchaser agrees to comply with any Festival policies, including COVID-19 safety measures like proof of vaccination, social distancing, or mask-wearing.

COVID-19 is a highly contagious disease, and by attending, the purchaser assumes all risks related to exposure, as the Promoter cannot guarantee that attendees will not be exposed to the virus.

**Prohibited Items include but are not limited to:**

- Alcohol (confiscated and patron ejected).
- Animals (except service animals like guide dogs).
- Audio or video recording devices (e.g., GoPro).
- Balloons, frisbees, projectiles, sticks, poles, etc.
- Beanbags, blow-up chairs, lounges, or couches.
- Clothing, accessories, or jewellery linked to motorcycle-related or criminal organisations.
- Clothing or items obstructing the view of others.
- Crates (e.g., bread or milk crates).
- Confetti or shredded paper.
- Drones or remote control devices.
- Large eskies, coolers, or ice-boxes.
- Fires or open flames.
- Flammable liquids and containers (e.g., jerry cans; empty cans are allowed).
- Flares, fireworks, sparklers, explosives, or fire twirling gear.
- Glass items (e.g., jars, bottles, mirrors, perfumes).
- Hydration packs (allowed for families with children under 10).
- Illegal or illicit substances.
- Kites or sky lanterns.



- Nitrous oxide bulbs and canisters.
- Noise-making devices (e.g., air horns, whistles, instruments).
- Lasers, laser pointers, or pens.
- Masks (except medical or religious).
- Political signage.
- Pools (inflatable, plunge, spa).
- Sharpies, markers, paint cans, or pens.
- Skateboards, scooters, bicycles, or motorized transport.
- Sound systems.
- Studded items (e.g., belts, wristbands).
- Tables, tents, sun shelters.
- Toy guns, water guns, or slingshots.
- Two-way radios.
- Unauthorised solicitation materials (e.g., flyers, giveaways).
- Weapons of any kind (e.g., tasers, mace, explosives).
- Whips.
- Any item deemed a safety hazard or annoyance by Festival staff.

The Promoter reserves the right to refuse entry. Confiscated items will not be returned, and patrons found with illegal substances or engaging in illegal activities will be removed and may be referred to the police.

**These Festival T+Cs were last updated on 12 September 2024.**