

Wangaratta Festival of Jazz & Blues Refund Policy

Wangaratta Festival of Jazz & Blues adheres to Live Performances Australia Ticketing Code of Practice.

No refund or exchange on any ticket or service fee will be given except in accordance with the applicable Live Performance Australia Ticketing Code of Practice. Visit liveperformance.com.au for latest information.

There will be no refund on any unused portion of tickets if you or your invitees are asked or forced to leave or if you decide not to attend any part of the Event.

This is an all-weather event. No refunds will be made if you choose not to attend due to inclement weather.

By purchasing a Wangaratta Festival of Jazz & Blues ticket the ticket buyers agrees to full ticket terms and conditions.

ARTISTS & VENUE

We reserve the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements and audience capacity.

We reserve the right at any time, to change the venue of the Event. In the event of a change in venue, we will publish details on the Wangaratta Festival of Jazz & Blues website.

CANCELLATION OR POSTPONEMENT

We reserve the right to cancel or postpone the Event for any reason.

In the event of the cancellation in advance of the event, we will provide a full refund.

In the event of a cancellation or postponement due to Government order, Wangaratta Festival of Jazz & Blues reserves the right to reschedule the Event and offer an exchange to the rescheduled event.

In the event of a reschedule, ticket holders will be contacted directly via email by Wangaratta Performing Arts & Convention Centre and presented with options to receive an exchange to the rescheduled event, or to request a refund. You will have 28 days to respond.

Failure to notify us of your selection within 28 days of the email being sent will infer that you select to have your tickets exchanged to the rescheduled event.

As the ticket purchaser you are responsible for communicating information to the other members of your group.

COVID-19

Under the LPA Code of Practice, Wangaratta Festival of Jazz & Blues is not required to offer a refund, exchange, or credit if:

- A ticket holder is well and does not wish to attend an Event due to fears of exposure to Coronavirus (COVID-19); or
- A ticket holder is unwell and does not attend an Event (other than due to Coronavirus (COVID-19) illness or symptoms which can be proven by display of a positive or negative COVID-19 test result); or
- A ticket holder is from a group at a higher risk of Coronavirus (COVID-19); or
- A ticket holder is denied entry into the Event for reasons which were disclosed to the ticket holder in the ticket terms and conditions at the time of sale. For example, these reasons may include (but not be limited to) non-compliance with mandatory mask wearing or unwillingness to provide personal contact information when requested; or
- The ticket holder attends the performance and subsequently leaves part way through due to feeling unwell.

In the event of a mandated requirement to self-isolate and/or mandated border closures, ticket holders may request a refund, exchange, or credit if:

- Proof of mandatory isolation is provided or reasonable evidence proving restriction to travel due to Government order is provided
- Requests are made within 14 days from the date displayed on your entry ticket.

Wangaratta Festival of Jazz & Blues may reserve the right to refuse remedy if:

- There is no current Government order restricting entry into Victoria and/or without having to mandatory quarantine, at the time of the festival.
- It cannot be proven by Government order that you were restricted to travel into Victoria or at the time of the festival.
- Requests are not made within 14 days from the date displayed on your entry ticket.

If your reason for not attending the Event is due to COVID-19 illness or symptoms and/or in the event of a mandated requirement to self-isolate and/or mandated border closures and can be supported with the evidence of COVID-19 positive or negative test result and/or sufficient evidence proving your inability to travel due to Government order at the time of the festival, you may submit a request for a refund. Refund requests may only be submitted within 14 days from the date displayed on your entry ticket.

CONDITIONS OF ENTRY

The right of admission is reserved and is subject to the Event organiser and the venue's terms of admission, copies of which are available online and from the Wangaratta Festival of Jazz & Blues on request.

Your ticket must be exchanged for a wristband on entry to the Event and must be worn at all times for the duration of the Event. Once a wristband is removed it becomes void. Stretched or damaged wristbands will not be replaced.

Photo ID is required for age and name verification and for entry by e-ticket holders or on-demand.

Any minor under 15 cannot enter except in company with a responsible adult or guardian in accord with the Liquor Act.

It is a condition of entry to the Event that a search of your person and/or your possessions and motor vehicle/s be required at the time of entry to the venue. GLASS, ALCOHOL, WEAPONS, ILLEGAL SUBSTANCES or any item the Event organizers consider may be used in an illegal or offensive manner may be confiscated. Refusal to consent to a search WILL prevent entry to the Event, without refund. All bags/containers will be subject to a full search. The festival is licensed – do not bring alcohol with you – any prohibited items found will be confiscated and not returned.

Entry is at own risk and the right to refuse entry is reserved. The promoter or venue shall not be held liable for any loss, injury or damages sustained entering on the site – to the extent allowed by the law.

Entry may be refused if tickets are damaged or defaced in any way or are not purchased through an authorized point of sale. Do not share your ticket barcode it may prevent entry. The promoter reserves the right to deny admission to the Event to any person holding a ticket that appears to have been tampered with, counterfeited or duplicated. Anyone found on site without a valid wristband or accreditation will be deemed as trespassing and will face prosecution from NSW police.

Entry may be refused if the ticket buyer does not obey to all government regulations regarding the event.

Covid -19 Terms and Conditions 2022

Ensuring the health and safety of the community and all attending the festival is our top priority.

Patrons will be denied entry should they have symptoms that place others at risk or impact public health.

By purchasing and accepting tickets to the festival you and your guests acknowledge that even with rigorous control measures and heightened hygiene measures put into place that there remains at this time an unquantifiable risk of transmission of COVID-19 and viral illnesses and that you voluntarily waive all claims and potential claims against the Wangaratta Festival of Jazz & Blues and their affiliated companies relating to such risks.

By attending the festival you are declaring that you are not displaying or experiencing any symptoms related to Covid-19. Should you be displaying symptoms and have undertaken a RAT that results in a negative result we ask that you show your due diligence and refrain from attending until you have a negative PCR test.

The primary ticketholder agrees to be the contact in the event of any contact tracing required, and you will be responsible for knowing the contact details of all attendees in your group. In the event that a relevant Government Department, makes a formal request, we may be required to disclose your contact information for contact tracing purposes, including your full name, contact email and/or contact phone number provided.

By attending the festival you and your guest acknowledge that you have considered those risks and your personal circumstances, including any health condition or vulnerability that you or your guests may have, and the circumstances of persons with whom you will be in close contact following your attendance at the Festival.

The festival relies on you to bring this health issue waiver to the attention of your guest. The festival will rely on this health issue waiver and proceed on the basis that you and your guest acknowledge and accept these risks and voluntarily waive all claims and potential claims against the festival and their affiliated companies relating to such risks.

While entering, navigating, and exiting the venue, it is strongly recommended that you and your guest(s) wear a face mask.

COVID practices will be adhered to as required at the time of the event.

CONTACT TRACING

The ticket holder agrees to additional contact tracing on the days of the event by methods provided by the promoter such as the COVDSafe app.

Should the primary ticket buyer be attending the event as part of a group, they are responsible for knowing the contact details of all attendees in their group. If they are contacted directly by the Government including the Department of Health for the purposes of contact tracing, they must:

- a) make the contact details of their group available to the Government, or
- b) contact each member of their group, and request that they provide their contact details to the Government directly.

AUDIO & VISUAL

Audio or visual recordings of the Event and performers or artists at the Event are prohibited. Still cameras are permitted but images may be used for private purposes only, not for public display or for commercial use

LIABILITY

To the fullest extent permitted by law, we do not accept liability of any nature for the acts, omissions or default of those providing services in connection with the Event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with this Event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the resupply of the services or the cost of having the services supplied again. In no event will we be liable for any indirect, consequential, exemplary or special damages.

Admission is at the ticket holders' own risk. You acknowledge that neither we nor the venue will be responsible for any loss or damage to property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by you or your invitees.

You will be liable for any loss or damage caused at the Event by you or your invitees.

CONDUCT

You must ensure that you and your invitees act in an orderly manner when attending the Event. We may refuse entry or evict you or any of your invitees if they are behaving in an intoxicated, disorderly, offensive, threatening or inappropriate manner, towards any person.

The Event is open to all ages. Children under the age of 15 years that attend the Event must be supervised by a responsible adult (in accord with the Liquor Act) at all times. Children who behave in a disorderly, disruptive or inappropriate manner may at the sole discretion of the Event organisers be required to leave with their responsible adult.

ALCOHOL, SMOKING, ILLEGAL SUBSTANCES AND GLASS

The day car park and camping areas are ALCOHOL-FREE ZONES under the terms of the festival organisers liquor licence. Any alcohol consumed in these areas will cause immediate eviction and cancellation of your ticket and/or wristband.

The whole venue is a GLASS FREE ZONE and no glass shall be brought into any part of the venue including the car parks and camping. Please do not bring glass into the Event, broken glass and festivals do not mix.

THE FESTIVAL EVENT AREA IS LICENSED

Any patron wishing to consume alcohol must have photographic ID. We reserve the right to evict patrons who disobey or break Responsible Service of Alcohol legislation and the law.

Anyone found supplying or buying alcohol for a minor will be evicted from the Event and will face criminal charges.

Anyone found supplying or consuming illicit drugs will be evicted from the premises and face criminal charges.

Certain areas within the Event venue are smoke-free zones. Smoking will not be permitted within the tents or within 10 metres of food venues and dining areas.

Sealed plastic water bottles are permitted to be brought into the Event. The contents of any opened plastic water bottles will not be permitted into the venue. Other drinks will not be permitted to be brought into the event, even if sealed.

PRIVACY

In order to purchase your ticket, we may need to collect and keep personal information about you including your name, address, payment details, telephone number, email and the names of all ticket allocations. We may also need to disclose your personal information as required by law or as permitted under the Privacy Act

All attendees consent to be included in photographic, film and other visual and audio recordings of the Event and grant the promoter the right to use such photos and recordings for promotion, marketing and other purposes in all media without restriction.

TRADING

Trading signs or other signs are not permitted without prior consent of the Festival. No ticket holder shall be entitled to do any trading without the written consent of the Event organizers

Tickets may not, without prior written consent of the Festival, be resold at a premium or used for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods and services. If a ticket is sold or used in breach of this condition the bearer of the ticket will be refused admission.

GENERAL

Footwear must be worn at all times on the site

Animals are not permitted, except in accordance with legislation

Fires and fireworks are not permitted

This agreement is governed by the laws of New South Wales, Australia

Some ticket types may require adherence to specific guidelines that are published on the Event website from time to time. You must ensure that you meet such guidelines

You give your express consent to your actual/simulated likeness to be included for no fee within any audio/visual or still recording to be used in any media for any purpose at any time

Any breach of any of these terms and conditions will entitle the Event organizers to evict the ticket holder from the venue and confiscate any ticket or wristband, without refund.

ENVIRONMENT & COMMUNITY

The Wangaratta Festival of Jazz & Blues cares for the environment and community. Please be respectful and place any litter in the recycle or other bins provided around the venue. Be waste and water-wise – thank you

Please respect our town, neighbourhood and neighbours and do not create excessive noise or litter while travelling to and from the Event.