

## **Terms of Sale:**

This ticket is sold on behalf of Rockhampton Regional Council ("Council") who is responsible for delivery of CapriCon Steampunk and Pop Culture Convention ("Event").

Tickets are sold subject to the following terms and conditions:

1. All tickets are non-refundable and non-exchangeable except in accordance with the applicable laws in the region of purchase.
2. Children 5 years and under receive free general admission access with a paying adult. Free children's tickets must be selected during the ticket purchase process. Children 5 years and under must be accompanied by a responsible adult at all times whilst inside the Event site.
3. Council reserves the right to withdraw, reschedule or substitute shows and may vary advertised programs, prices and venues.
4. No alcohol or illicit drugs are to be brought into the Event site.
5. No video cameras or professional cameras are permitted on the Event site. Audio or visual recordings of the Event are prohibited. Still cameras (not professional) are permitted but images may only be used for private purposes and not public display.
6. The following restricted and prohibited items are not permitted into the Event:
  - a. Glass or cans
  - b. Illegal substances, including controlled, dangerous or illicit drugs
  - c. Flares or fireworks
  - d. Laser pointers
  - e. Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends
  - f. Projectile items, including balls, frisbees, rackets or similar objects
  - g. Bicycles, skateboards, skates, scooters and helmets of any form
  - h. Political or offensive materials
  - i. Recording devices (for commercial purposes) and tripods
  - j. Selfie sticks
  - k. Flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m
  - l. Eskies including motorized eskies
  - m. Domestic animals (other than trained assistance dogs)
  - n. Musical instruments and noise makers, including drums, whistles, air horns and loud hailers
  - o. Other items as determined by Council that may cause injury, public nuisance or safety concerns

***Please refer to the CapriCon Weapons Policy for more information on restricted props as part of your cosplay.***

7. You consent to be included in photographs, film and sound recordings of the Event and for these photographs and recordings to be used by Council during or after the Event, including for promotional purposes.
8. Ticket must be presented on arrival at the entry gate. Tickets can be printed or displayed via mobile phone.
9. Entry may be refused if tickets are damaged or defaced in any way or are not purchased through an authorised point of sale.
10. The right of admission is reserved and is subject to the Event Conditions of Entry.

11. Conditions of Entry will be displayed at the entry gate.
12. Council reserves the right to inspect and search bags on entry to the Event site.
13. 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 these conditions. However, our liability for any breach of such condition or warranty will be limited, at our option, to the cost of refunding the ticket. In no event will we be liable for any indirect, consequential, exemplary or special damages.
14. You acknowledge that neither Council nor the Event site will be responsible for any loss or damage to the property (including personal property such as bags, money or other personal items) brought to or purchased at the Event by you or your invitees.
15. You will be liable for any loss or damage caused at the Event by you or your invitees.
16. We reserve the right to cancel or postpone the Event for any reason.
17. If the Event, or any part of the Event, is cancelled due to adverse weather or for any other cause reasonably beyond Councils control, there is no right to refund or exchange and no obligation is assumed by Council to arrange a substitute Event.
18. 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.
19. Pursuant to your booking, we may need to collect and keep personal information about you including your name, address, payment details, telephone number and the names of all ticket allocations. We may need to disclose your personal information as required by law or as permitted under the Privacy Act. Our Privacy Policy outlines how we will handle your personal information.
20. Council reserve the right to update, modify or change these Terms and Conditions from time to time. Any changes will be available on the CapriCon Steampunk and Pop Culture Convention website.

**Conditions of Entry:**

Rockhampton Regional Council ("Council") is responsible for the delivery of the CapriCon Pop Culture Convention ("the Event").

Entry to this Event is subject to the following conditions:

- Upon entry to the Event site, patrons will be required to scan their electronic ticket to gain entry to the event. Tickets must be pre-purchased online and will not be available at the gate.
- Council reserves the right to inspect and search bags brought into or out of the Event;
- Persons under 13 years must be under the direct supervision of a ticket holding parent or legal guardian at all times;
- You must not enter any restricted areas, such as back of house, performance areas, VIP and hospitality areas or any other area not accessible by the public;
- Alcoholic beverages must not be taken into or out of the Event. It is an offence for minors to purchase or consume alcohol or for persons to supply alcohol to minors. Alcohol may only be consumed in clearly marked areas of the Event;
- Patrons are only permitted to bring small amounts of food for personal consumption and sealed bottles of water into the Event. Consideration will be given to those with special dietary requirements;
- Smoking (including the use of electronic cigarettes or similar devices) is only permitted in the designated outdoor smoking areas of the Event;
- Unauthorised soliciting, collections and customer surveying is not permitted;
- You must not engage in any form of ambush marketing and must not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of any official sponsor or Council.
- No video cameras or professional cameras are permitted on the Event site. Audio or visual recordings of the Event are prohibited. Still cameras (not professional) are permitted but images may only be used for private purposes and not public display.
- You consent to be included in photographs, film and sound recordings of the Event. Images and footage from this Event may be used in the Council promotional material and media.
- You must follow all reasonable directions given by event staff and security
- You must adhere to the Council and Queensland Health's COVID-19 requirements at all times.
- You must not behave in a threatening or inappropriate manner (aggressive, riotous, abusive, or insulting actions) towards other patrons or Event staff.
- You must present valid event tickets or accreditation to gain entry and re-entry.
- The following restricted and prohibited items are not permitted into the Event:
  - Glass or cans
  - Illegal substances, including controlled, dangerous or illicit drugs
  - Flares or fireworks
  - Laser pointers
  - Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends
  - Projectile items, including balls, frisbees, rackets or similar objects
  - Bicycles, skateboards, skates, scooters and helmets of any form
  - Political or offensive materials
  - Recording devices (for commercial purposes) and tripods
  - Selfie sticks

- Flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m
  - Eskies including motorized eskies
  - Domestic animals (other than trained assistance dogs)
  - Musical instruments and noise makers, including drums, whistles, air horns and loud hailers
  - Other items as determined by the Council that may cause injury, public nuisance or safety concerns
- Please refer to the CapriCon Weapons Policy for more information on restricted props as part of your cosplay.
  - Breaches of any of the above conditions of entry may result in your removal from the Event. Council reserves the right to refuse entry to the Event to any patron who:
    - Does not have valid event tickets or accreditation
    - Is in possession of any prohibited or illegal objects
    - Does not adhere to the Council and Queensland Health's COVID-19 requirements

**Additional COVID-19 Terms and Conditions:**

1. Rockhampton Regional Council ("Council") will operate under the approved COVID Safe Industry plan and follow all Government recommendations, legislation, and public health directives to minimise risk to persons involved and in attendance at the Event (including entrants, spectators, staff, contractors, suppliers, entertainers and trade, retail and food site holders). Social distancing and strict hygiene rules will be in place and all persons involved or in attendance at the Event must comply with all guidelines to support Councils endeavours to provide a safe event for everyone.
2. All persons involved or in attendance at the Event must check in using the Check In Qld App"
3. All persons involved or in attendance at the Event must not attend the Event if they are experiencing any COVID-19 symptoms, have been in close contact with a confirmed case, have travelled overseas or to a COVID-19 hotspot in the previous 14 days, are required to self-isolate, or are COVID-19 positive.
4. All persons involved or in attendance at the Event agree to abide by all physical distancing and all Queensland Health protocols.
5. All persons involved or in attendance at the Event agree to follow the instructions of Event staff and security at all times.
6. By purchasing or accepting tickets to the Event, you and your invitees acknowledge that, even with rigorous control measures in place at the Event, there remains at this time, an unquantifiable risk of transmission of viral illness including COVID-19. By attending the Event you and your invitees acknowledge that you have considered those risks and your personal circumstances, including any health condition or vulnerability that you or your invitees may have, and the circumstances of persons with whom you will be in close contact following your attendance at the Event. You acknowledge that, for a small number of people, COVID-19 may have serious health consequences, including death. Council expressly relies on you to bring this health issue waiver to the attention of your invitees. Council will rely on this health issue waiver and proceed on the basis that you and your invitees acknowledge and accept these risks.
7. Council strongly recommends that you and your invitees have the Queensland COVID Check In app installed and in use on all mobile phones, with Bluetooth activated.
8. Any requests relating to COVID-19 that are not adhered to will be treated as non-compliance with Event conditions of entry requirements and subject to eviction from the Event.