



Thank you for your interest in participating in **Hervey Bay Seafood Festival**. Before you proceed to purchase tickets, we recommend you read the following terms and conditions:

1. In this section, words like *'holder'*, *'bearer'*, and *'purchaser'* will refer to you – the person who will buy the tickets to **Hervey Bay Seafood Festival**. The term ***'Hervey Bay Seafood Festival'*** herein covers all tickets issued in connection to the event including paid sessions. On the other hand, *'our'*, *'us'*, *'we'*, *'issuer'*, *'provider'* and similar terms will indicate the organisers of **Hervey Bay Seafood Festival – Fraser Coast Tourism & Events PTY LTD**.
2. By opting to purchase, allocate or possess tickets to **Hervey Bay Seafood Festival**, you automatically agree to our terms of use.
3. **Hervey Bay Seafood Festival** reserves the right to make changes, revisions, and amendments, or add/remove sections from this set of terms and conditions – without any prior notifications to you. Such changes will be duly reflected on the website of the organiser **www.herveybayseafoodfestival.com.au**. These changes will relate back to the date of release for all **Hervey Bay Seafood Festival** tickets.
4. The price of all tickets associated with **Hervey Bay Seafood Festival** is non-negotiable.
5. The bearer has to assume full responsibility of the **Hervey Bay Seafood Festival** tickets, once (s)he receives it. **Fraser Coast Tourism & Events PTY LTD** has no liabilities – financial, legal, or otherwise – in case the delivered tickets are stolen, lost, damaged, destroyed or rendered unusable in any other way.
6. The sole authorised sources for purchasing **Hervey Bay Seafood Festival** tickets are www.herveybayseafoodfestival.com.au, www.eventbrite.com, **Maryborough Visitor Information Centre & Hervey Bay Visitor Information Centre**. If you obtain your ticket(s) from any other unauthorised source, you take on the risks of those tickets turning out to be counterfeit or reported to be stolen. The issuer has the right to dishonour such stolen/counterfeit tickets and declare them as void.
7. The **Hervey Bay Seafood Festival** tickets delivered to you are not meant to be used for illegal reselling, copying, reproducing, or misrepresenting in any form. You cannot use the ticket(s) for any promotional/advertising purposes either (*including sweepstakes and competitions*) without our prior approval. Any proven record of such activities will result in immediate seizure and cancellation of your ticket(s).
8. Please note that **Hervey Bay Seafood Festival** tickets cannot be redeemed against cash, credits, or any other benefits.
9. **Fraser Coast Tourism & Events PTY LTD** has the right to investigate if there has been any violation of the **Hervey Bay Seafood Festival** ticketing terms and conditions. In case of any conflicts, the decision of **Fraser Coast Tourism & Events PTY LTD** will be deemed final (*i.e., the issuer will remain the final arbiter in cases of disputes*).
10. The event service will be deemed to have been delivered in its entirety as soon as **Hervey Bay Seafood Festival** starts on **13 August 2022 at 10:00am AEST**. From that point on, no refund requests will be entertained.



11. If **Hervey Bay Seafood Festival** is cancelled in its entirety due to any unforeseen circumstances, **Fraser Coast Tourism & Events PTY LTD** has the sole and absolute right to:
 - 11.1. reschedule the event, or
 - 11.2. issue a partial/full refund, or
 - 11.3. not issue any refunds.
12. Please note that the decision of the issuer in such cases will be deemed final and binding.
13. If **Hervey Bay Seafood Festival** is cancelled due to any factors or causes not in the control of the issuer, the latter will offer a partial or full refund, or postpone the event, or provide a comparable 'make good' option. These factors will be inclusive of, but not limited to, natural disasters, pandemic, federal/state announcements, strikes, delays in production, and the like. Once again, the decision of **Fraser Coast Tourism & Events PTY LTD** will be considered final.
14. If **Hervey Bay Seafood Festival** has to be rescheduled to other dates, you will not be eligible for any refunds. In case the event is fully cancelled, the refund, if issued, will include ONLY the face value/printed value of the ticket(s). The bearer cannot, under any circumstances, claim refunds on shipping fees, processing fees, handling fees, and such other charges.
15. **Hervey Bay Seafood Festival** is a 'rain or shine' event. By purchasing the event tickets, you automatically confirm that you/the attendee(s) are of the '*minimum age*' or older, at the time of buying the ticket(s). The '*minimum age*' for attending varies for each ticket and is indicated in individual ticket descriptions.
16. At the time of entering the event venue, you may be required to produce the ticket and a valid identification document (ID).
17. By purchasing **Hervey Bay Seafood Festival** tickets and presenting the same at the venue, you give your consent to **Fraser Coast Tourism & Events PTY LTD and Hervey Bay Seafood Festival partner USC (University of Sunshine Coast)** to collect certain information about yourself (*name, address, phone, email*) for marketing and administration.
18. By purchasing **Hervey Bay Seafood Festival** tickets and presenting the same at the venue, you give your consent to **Fraser Coast Tourism & Events PTY LTD** to supply information about yourself (*name, phone number and address*) to **Queensland Health** at their request for contact tracing.
19. You hereby agree to forego all types of surcharge claims – full or in part – and all claims & entitlements related to it.
20. **Fraser Coast Tourism & Events PTY LTD** does not take any responsibility to personal/financial damages caused to you at the venue, or for any items lost/stolen/misplaced at the venue. Financial reimbursement claims on these counts will not be entertained.
21. **Hervey Bay Seafood Festival and Fraser Coast Tourism & Events PTY LTD** follows a '*zero-tolerance policy*' towards any type of disruptive or anti-social behaviour. If you are found in possession of prohibited items at **Hervey Bay Seafood** and/or if you indulge in any objectionable action, your participation in the event will be terminated immediately. Your event ticket(s) will become void from that point on. Prohibited items include:
 - 21.1. Weapons of any kind
 - 21.2. Alcohol or illegal substances



- 21.3. Fireworks, flares or sparklers
 - 21.4. Drone and/or other remote-controlled devices
 - 21.5. Megaphones, horns, trumpets, sirens, or any type of noise making device
 - 21.6. Laser pointers
 - 21.7. Unauthorized promotional materials
 - 21.8. Animals (excluding service animals)
 - 21.9. Any other item that **Fraser Coast Tourism & Events PTY LTD** determine to be dangerous or capable of causing a public nuisance or jeopardise safety.
22. In purchasing **Hervey Bay Seafood Festival** tickets you agree to not attend the event if you are unwell, an active COVID-19 case, under a self-isolation or quarantine directive, been in close contact with an active COVID-19 case or returned from overseas or declared hotspot in the 14 days prior to the event. If you are unable to attend **Hervey Bay Seafood Festival** due to COVID-19 please contact events@fcte.com.au.
23. In all cases of disputes between the ticket-bearer and the ticket-issuer, the decision of the latter will be deemed final. In case a dispute cannot be resolved, the help of an independent third-party arbiter will be sought.