

## **TASTING AUSTRALIA—ASSOCIATED EVENTS CONDITIONS OF SALE AND ENTRY**

Version 1 | 19 August 2024

The Tasting Australia wine and food festival from 2 – 11 May 2025 includes events organised by:

- (a) the South Australian Tourism Commission (“**SATC**”) (ABN 80 485 623 691), a statutory corporation established pursuant to the *South Australian Tourism Commission Act 1993* (SA), of Level 9 250 Victoria Square/Tarntanyangga, Adelaide SA 5000 (“**Managed Event(s)**”), which are subject to a separate set of terms and conditions titled ‘*Managed Events Conditions of Sale and Entry*’; and
- (b) third party event managers responsible for the organisation, management and delivery of the event during the Tasting Australia festival program (“**Associated Event(s)**”).

All tickets purchased to an Associated Event and the purchase of Gift Vouchers for Tasting Australia are subject to the following conditions of sale and entry (“respectively, the **Conditions**”).

### **Conditions**

1. An Associated Event may also be subject to terms and conditions imposed by the third-party event manager, some of which may limit or exclude liability. Terms of entry displayed at the Associated Event venue may also govern the ticket holder’s admission.
2. SATC administers the sale of Associated Event tickets. SATC sells tickets via Ferve Tickets Pty Ltd (ABN 41 074 903 085), a third-party supplier. Additional charges, including booking fees between \$0.90 and \$4.50 based on the total online shopping cart price, may be incurred. Purchases over \$80 will also be subject to credit card fees aligned with Australian Competition and Consumer Commission guidelines.
3. A third-party event manager may, at its discretion, require any ticket holder to be 18 years of age or over, or if a ticket holder is under the age of 18, require that that person be accompanied by a parent or legal guardian ticket holder.
4. The Associated Event ticket holder releases and indemnifies SATC, the Crown in Right of the State of South Australia, and officers, employees, agents, and contractors of SATC (collectively “**Related Entities**”) against any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by the Related Entities arising out of any act, matter or thing

done, permitted, or omitted to be done by the ticket holder in relation to the Associated Event.

5. Except to the extent permitted by the *Competition and Consumer Act 2010* (Cth) and *Fair Trading Act 1987* (SA), tickets and gift vouchers cannot be exchanged or refunded after purchase. Please see the [Tasting Australia Ticket Refund Policy](#) in respect of tickets and the gift voucher terms further below in these Conditions for more information.
6. If the Associated Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event, performance, or service.
7. By purchasing a ticket to an Associated Event or a gift voucher, you agree that ticket / gift voucher sales are final and except where permitted by law, you will not instigate a chargeback with your credit card issuer or any other payment service provider under any circumstances. If you have an issue with your purchase, please contact [tastingaustralia@sa.gov.au](mailto:tastingaustralia@sa.gov.au).
8. Where concession or companion cards apply to the purchase of tickets, valid proof of identity must be presented for collection of tickets and entry to the Associated Event. Student discounts and concessions only apply to full-time students.
9. All Associated Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise SATC ([tastingaustralia@sa.gov.au](mailto:tastingaustralia@sa.gov.au)) of any change.
10. SATC will make reasonable endeavours to communicate with the ticket holder about the Associated Event but does not warrant that it will be able to communicate with all or any ticket holders about a matter, or that such communication will be timely, accurate or free from error.
11. Nothing in these Conditions is intended to exclude, restrict, or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted, or modified.
12. Where relevant, the ticket holder and any third party who purchases a ticket on behalf of the ticket holder (the “**Third Party**”) each warrant that the Third Party has the ticket holder's full authority to act as the ticket holder's agent for the purposes of purchasing the ticket and accepting the Conditions.
13. The SATC requires ticket (and gift voucher) holder's personal information for the purposes of: (a) processing registration and ticketing for the Associated Event and the sale of gift vouchers (including ticket sales via SATC's third-party supplier, Ferve Tickets Pty Ltd (ABN 41 074 903 085), and transferring customer data to Associated Event organisers whom are responsible for preparation and delivery of the Associated Event); (b) sending ticket or voucher holder's customer service emails including Event

confirmations and reminders; (c) conducting market research and analysis that helps the SATC improve and customise its products and services (d) preventing or detecting unlawful behaviour, to protect or enforce the SATC's legal rights or as otherwise permitted by law; (e) ensuring the security of the SATC's and the SATC's supplier operations; (f) creating a profile about a ticket or voucher holder to help the SATC personalise its services to a ticket holder if the ticket holder has consented to SATC marketing; (g) sharing that personal information with: (i) third parties who supply goods and services: (A) on which the SATC's products and systems are built; or (B) so that they can run the Associated event and for other reasons described in their respective privacy policies, (ii) government departments, agencies or other authorised bodies where permitted or required by law. The SATC will manage a ticket holder's personal information pursuant to the SATC's consumer information Privacy Policy Statement which can be found here <https://tourism.sa.gov.au/privacy-statement>. The Privacy Policy Statement sets out how the SATC collects, holds, uses, and discloses personal information for the purposes listed above.

14. The ticket holder expressly consents to the recording and use of his/her image and/or voice (“**Likeness**”) for the purposes of worldwide commercial exploitation of his/her Likeness by SATC or any entity or person authorized by SATC, in any form SATC may decide or approve and without any payment or compensation to the ticket holder. The recording of the ticket holder's Likeness may be undertaken using a variety of methods, including by television cameras and photography.
15. These Conditions are governed by, and are to be construed in accordance with, the laws of South Australia and the parties to these Conditions irrevocably submit to the exclusive jurisdiction of the courts of South Australia.
16. These Conditions, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
17. A provision or part of a provision of these Conditions that is illegal or unenforceable may be severed from and the remaining provision or parts of the provisions of these Conditions continue in force.
18. SATC reserves the right to modify or amend these Conditions, in whole or in part, at any time without notice. Material changes to the Conditions will be posted to <https://tastingaustralia.com.au/>.
19. Acceptance of these Conditions is indicated by the ticket holder's purchase of and/or entry to the Associated Event.

### Gift Vouchers

20. Vouchers are valid for three years from the date of purchase. Vouchers are treated as cash and cannot be replaced if lost or stolen.
21. Vouchers can be redeemed on any Managed Event or Associated Event sold via the authorised seller of Tasting Australia event tickets. Vouchers cannot be used for any other purchases (including without limitation, bar purchases, town square vendors, merchandise items or any purchases from organiser partners and/or sponsors) unless expressly specified.
22. Vouchers cannot be returned or exchanged (whether in whole or in part) for cash or credit. Vouchers are not transferable.
23. If you are giving a Voucher to another person (“**Third Party**”), you each warrant that the Third Party has the voucher holder's full authority to act as the voucher holder's agent for the purposes of purchasing the voucher and accepting the Conditions.
24. The value stated on the voucher (or remaining on the voucher after partial redemption) is expressed inclusive of GST. Any purchases which exceed the value of the gift voucher will require the holder to pay the difference in price using another form of tender. Any balance that remains on the voucher after expiry will not be available for any use.
25. The ticketing Conditions (see above) apply to all Gift Vouchers and all references to ‘tickets’ or ‘ticket holder’, shall be treated as a reference to ‘gift vouchers’ or ‘gift voucher holder’ where the context requires the application to gift voucher holders.