

TASTING AUSTRALIA — CONDITIONS OF SALE AND ENTRY

Version 1 | 28 August 2025

The Tasting Australia wine and food festival (“Tasting Australia”) from 8–17 May 2026 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 (“SATC Managed Event(s)”); and
- b. third party event managers responsible for the organisation, management and delivery of the event during the Tasting Australia festival program (“Event(s) Managed by a Third Party”).

Where specific conditions of sale and entry are intended to apply to both SATC Managed Event(s) and Event(s) Managed by a Third Party, the term ‘Event’ shall be used.

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

1. **Event Conditions** SATC sells tickets for Events and gift vouchers for Tasting Australia 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.
2. Ticket and gift vouchers purchases are considered final and binding once the payment has been successfully processed and a booking confirmation has been issued to the email address nominated by the purchaser at the time of purchase.
3. 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 below in these Conditions for more information.
4. If the Event is cancelled for any reason, SATC assumes no obligation to arrange a substitute event, performance, or service.
5. By purchasing a ticket to an Event or a gift voucher, you agree that ticket 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 via email.

6. Where concession or companion cards apply to the purchase of tickets, valid proof of identity may be requested for entry to the Event. Student discounts and concessions only apply to full-time students.
7. Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise the Event organiser of any change by sending an email to tastingaustralia@sa.gov.au.
8. SATC will make reasonable endeavours to communicate with the ticket holder about the Event but does not warrant that it will be able to communicate with all or any ticket holders about a particular matter, or that such communication will be timely, accurate or free from error.
9. 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.
10. Where relevant, the ticket holder and any third party who purchases a ticket on behalf of the ticket holder ("**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 (including providing any personal information) and accepting the Conditions.
11. The ticket holder releases and indemnifies SATC, the Crown in the Right of the State of South Australia, the Event organisers, SATC's sponsor organisations, landowners and lessees, their respective servants, officials, representatives, and agents (collectively "**Associated Entities**") against any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted, or omitted to be done by the ticket holder in relation to the Event.
12. The SATC requires ticket (and gift voucher) holder's personal information for the purposes of: (a) processing registration and ticketing for the Event (including ticket sales via SATC's third-party supplier, Ferve Tickets Pty Ltd (ABN 41 074 903 085) and the sale of gift vouchers; (b) sending ticket and voucher holders' customer service emails and SMS, 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/voucher 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 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; (h) waitlist communications with prospective ticket holders via email; and (i) contacting ticket holders via telephone to collect information regarding accessibility or dietary requirements. The SATC will manage a ticket and voucher 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. You can gain access to, update or correct any personal information held by SATC by contacting SATC's Privacy Officer at satc.privacy@sa.gov.au.

13. 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.
14. 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.
15. 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.
16. 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.
17. Acceptance of these Conditions is indicated by the ticket holder's purchase of a ticket to the Event and/or entry to the Event.
18. SATC reserves the right to modify or amend these Conditions, in whole or in part, at any time if such amendments are required to address issues relating to safety, the law or the successful operation of the Event, without prior notice. SATC will provide notice of any material changes to the Conditions by posting the updated Conditions on the Tasting Australia website: <https://tastingaustralia.com.au/>. SATC recommends that you check the Conditions in advance of the Event for any updates. The purpose of this right is to ensure that the Event is safe for all ticket holders and staff and that all information in these Conditions remains correct and relevant.

GIFT VOUCHERS

19. Vouchers are valid for three (3) years from the date of purchase. Vouchers are treated as cash and cannot be replaced if lost or stolen.
20. Vouchers can be redeemed for any 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.
21. Vouchers cannot be returned or exchanged (whether in whole or in part) for cash or credit. Vouchers are not transferable.
22. 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 (including providing any personal information) and accepting the Conditions.
23. 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.
24. 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.

SATC MANAGED EVENT(S) – FURTHER APPLICABLE TERMS AND CONDITIONS

25. Each ticket to a SATC Managed Event is sold subject to these Conditions and any additional terms and conditions which are (a) displayed at the SATC Managed Event venue; (b) disclosed as part of the event information for the SATC Managed Event on www.tastingaustralia.com.au or via subsequent written communications delivered to the ticket holder at any time prior to the event; or (c) referred to in clause 26 below.
26. By purchasing a ticket to a SATC Managed Event, the ticket holder acknowledges and agrees that their participation may involve transportation or services provided by third-party carriers (such as airlines, sea transit or bus and rail operators) or service providers. In such cases, the ticket holder may be required to comply with the terms and conditions of carriage or service of those providers.
27. Tickets remain the property of the SATC. The SATC reserves the right to confiscate tickets during the SATC Managed Event with reasonable cause in its absolute discretion.
28. Tickets are not transferable on or during the day of the SATC Managed Event and must be retained and produced, if requested. A ticket holder

requiring a pass-out must present a valid SATC Managed Event ticket to regain entry to the event.

29. SATC reserves the right to refuse entry to, or remove from the SATC Managed Event, at any time, any person: (a) potentially or actually affected by the consumption of drugs or alcohol; (b) who is disorderly; (c) engaged in offensive or inappropriate behaviour, or vandalism; (d) who evades legal admission to the Event; (e) carrying prohibited items on their person; (f) that fails to abide by lawful and reasonable directions and procedures of SATC or SATC's security contractor; or (g) with reasonable cause in its absolute discretion.
30. Without limiting any other rights that SATC may have, ticket holders acknowledge and agree that contravention of clause 29 will result in the ticket to the SATC Managed Event being cancelled without refund or recompense, except where expressly stated otherwise in these Conditions.
31. SATC reserves the right to add, withdraw or substitute any talent, performer, act, or activity associated with the SATC Managed Event, vary programming, seating arrangements, audience capacity and gate opening and closing times.
32. A ticket holder may not make, reproduce, or use any form of still or moving picture or any sound recording ("**Footage**") of the SATC Managed Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose, without the written consent of SATC, and will, if requested, assign all rights in Footage to SATC or its nominees.
33. The ticket holder may not, without prior written consent of SATC, bring any of the following to the SATC Managed Event: (a) alcohol; (b) glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); (c) any seal-broken beverage container; (d) drink coolers or ice boxes; (e) any structure or item capable of supporting the weight of a person including chairs, lounges, benches or stools (excluding prams and strollers); (f) animals other than assistance animals under the *Disability Discrimination Act 1992* (Cth); (g) musical instruments; (h) weapons of any kind; (i) fireworks; (j) signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos; (k) or any item which could reasonably be deemed to cause public nuisance or offence to the SATC Managed Event patrons.
34. SATC reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the SATC Managed Event.
35. SATC will not be liable for any loss, theft, damage or misplacement of personal property belonging to ticket holders. All personal belongings are brought to SATC Managed Events at the owner's sole risk.
36. Smoking and use of vapes is not permitted at the SATC Managed Event, other than in designated smoking areas (if so available).

37. Children aged 12 years and under must be in the care, custody, and control of at least one adult ticket holder 18 years and over at all times during the SATC Managed Event.
38. It is the ticket holder's responsibility to inform the SATC or the Event venue of any special dietary or access requirements with reasonable notice prior to the Event to enable the requirements to be accommodated, or notification to be provided to the ticket holder that requirements cannot be met. SATC may contact ticket holders by email or telephone to discuss if further details are required to accommodate needs. For the avoidance of doubt, however, kitchen and food preparation areas for Events are used to prepare a wide variety of food. While reasonable care is taken, we cannot guarantee that foods prepared for guests in connection with an Event will be completely free of allergens. Similarly, cross-contamination may occur due to the potential of trace allergens in the working environment and in supplied ingredients and/or pre-packaged items.
39. Closed circuit television (CCTV) may be in use at SATC Managed Event(s).

EVENT(S) MANAGED BY A THIRD PARTY - FURTHER APPLICABLE TERMS AND CONDITIONS

40. **Event(s) Managed by a Third Party** 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 relevant third-party Event venue may also govern the ticket holder's admission.
41. 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.