

WORDS OUT WEST TERMS AND CONDITIONS

All persons purchasing ticket/s to Words Out West (the “Event”) are deemed to have accepted, and understood as binding on them, these conditions and any accompanying risks, obligations, and responsibilities. It is your responsibility to read and understand these conditions:

Ticketing and Refund Policy

1. Product pricing is in Australian Dollars (AUD\$)
2. **There will be no refund** or exchange on any ticket or service fee except in accordance with applicable laws. All bookings and ticket purchases are final; however, you can transfer them if you wish to sell them privately.
3. We reserve the right to add, withdraw, reschedule, or substitute authors/speakers and may vary advertised programs, prices, venues, or seating arrangements. No refunds will be made in this case.
4. We reserve the right to cancel the Event for any reason including by matters outside of our control (such as government health directives that relate to COVID or other pandemics). In this case, you will be offered a refund for the face value of the ticket purchased LESS a 4% booking fee.
5. If for any reason the Event gets postponed, the purchaser can elect for the tickets to be transferred to the new date or request a refund for the face value of the ticket purchased LESS a 4% booking fee.
7. There will be no refund on any unused portion of tickets if you are asked or forced to leave or if you decide not to attend any part of the Event.

Conditions of Entry

1. You must hold a valid ticket to attend the Event.
2. Entry to the Venue for the Event is at your own risk. To the maximum extent permitted by law, the Event, its employees, and agents are not responsible for any loss, injury, or damage, howsoever caused, to you.
3. The Event organisers reserve the right to refuse admission and to remove persons from the premises for any reason, in its sole discretion, including behaviour likely to cause damages, nuisance or annoyance or for failure to comply with the reasonable requests of the Event organisers or its representatives or representatives of the Event & Integrity Commission (together, “Officials”) staffing the Venue of the Event.
4. The Event and the Venue shall not be held liable for any loss, injury or damages sustained entering or within the premises.
5. Entry to the Event may be refused if tickets are damaged or defaced in any way or are not purchased from an authorised point of sale.
6. The Event reserves the right to examine and search all bags (including handbags), parcels and packages which are brought into the Event venues, and to effect such other security measures as are reasonably necessary to protect the Event venues.
7. You will not be able to purchase or consume alcohol unless you have a valid photo ID.
8. No commercial activity may be conducted, and no written material or goods of any description handed out or otherwise distributed, at the Event without the express permission of the Event organisers.
9. In the case of an emergency evacuation or situation, please follow all official directives.

Trading

1. Tickets cannot be used as part of any marketing, media, or sales promotion whether commercial or non-commercial without prior written consent of the Event organisers.

Liability

1. 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.
2. Admission is at the ticket holder's own risk. You acknowledge that the Organiser will not 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.
3. You will be liable for any loss or damage caused at the Event by you or your invitees.

Photography

1. You consent to being included in photos, sound and live audio recordings that can be used by the promoter or promoter approved media outlets for promotion of the Event. We are not obligated to provide or reproduce to you any such image or recording.
2. Amateur photographers are permitted to take photographs during the Event, provided that:
 1. the use of recording equipment is prohibited.
 2. the photographer consents to assigning all copyright and all other intellectual property of the media obtained on the premises for use by the Event at no charge if requested.
 2. the photographer complies with all relevant legislation (including the Privacy Act 1988 (Cth));
 3. the photographer is not causing annoyance or inconvenience to other patrons; and
 4. photos are not to be sold or used for commercial gain.
3. Professional photographers and members of the media must seek prior written approval from the Event organisers before taking any photographs (stills, video, and/or audio recordings) at the Venue during the Event.
4. All photography or filming must be undertaken without the use of flash or additional lighting, unless otherwise approved by the Event organisers.

Privacy

1. In order to purchase your ticket, we may need to collect and keep personal information about you, including your name, address, credit card or payment details, telephone number 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. Please see Council's Privacy Policy <https://www.wdrc.qld.gov.au/Council/About-WDRC/Governance-Transparency/Website-Privacy-Collection-Notice>

The Event may amend or vary these terms and conditions at any time and that amendment will take effect from the time the amended terms and conditions are placed on the Event website.