

Queensland Tourism Industry Council Terms and Conditions for Queensland Tourism Awards

Glossary

- a) **Organiser** refers to Queensland Tourism Industry Council (QTIC)
- b) **Event** refers to Queensland Tourism Awards (QTA)
- c) **Venue** refers to Brisbane Convention and Exhibition Centre
- d) **Personnel**: officers, employees, volunteers, contractors, and agents; and in relation to the Organiser, includes Protective Security Officers with responsibility for, or including, the Venue.
- e) **Ticketing Agent**: Local Tickets Pty Ltd.
- f) **Guest**: means any person attending the event (excluding QTIC employees), including:
 - i. food and beverage patrons;
 - ii. QTIC volunteers, contractors, agents and invitees;
 - iii. hiring companies and their personnel;
 - iv. performing companies and their personnel; and
 - v. co-presenters and their personnel.

1. Context & Acceptance of Terms

To ensure the enjoyment and safety of all patrons and staff, the Queensland Tourism Industry Council (QTIC) has the following Terms and Conditions which apply to all persons attending the Queensland Tourism Awards (QTA). By purchasing a ticket (either paid or gifted) and entering the venue, you agree to be bound by these Terms and Conditions.

2. Reporting

If you are aware of an issue or incident that impacts on your own or others' health, safety, or enjoyment of the event, please report it to venue staff.

3. Directions

You must comply with all requests, instructions or directions made by QTIC personnel, contractors, or authorised venue personnel.

4. Prohibited Conduct

You must not exhibit or engage in any Prohibited Conduct at any time while at the event. Prohibited Conduct includes:

- a) conduct or behaviour which:

- (i) threatens the health or safety of yourself, QTIC personnel, contractors, venue personnel or guests;
- (ii) is violent, aggressive, threatening, intimidating, offensive, objectionable, humiliating or inconsiderate to QTIC personnel, contractors, BCEC personnel or other guests;
- (iii) is disorderly or disruptive;
- (iv) creates a disturbance or public nuisance;
- (v) causes, or may cause, any loss or damage to the venue, property or the property of QTIC personnel or other guests;
- (vi) causes, or may cause, disruption to QTIC's business or operations.
- (vii) interferes with, or may interfere with, other guests' enjoyment of the event.
- b) use of language or display of any sign, item or material which is offensive or objectionable according to community norms, including content which is sexually explicit, expresses racial hatred or represents violence;
- c) being unduly intoxicated or affected by a prohibited substance;
- d) canvassing or hawking;
- e) entering non-public areas of the venue without permission; and
- f) accessing QTIC or the venues information or security systems without permission.

5. Prohibited items

You must not bring any Prohibited Items into the venue.

Prohibited Items include:

- a) weapons, including knives, or any item which may be used as a weapon;
- b) dangerous or hazardous items;
- c) controlled, dangerous or illegal items;
- d) controlled, dangerous or illegal substances;
- e) drones or unmanned aerial vehicles (which you must not bring into the venue or the airspace over the venue);
- f) flammable devices, fireworks, explosives, smoke canisters, aerosols, air-horns, noisemakers, flares, laser devices or pointers, or glow sticks;
- g) glass bottles or vessels, or cans;
- h) inflated balloons or confetti;
- i) scooters, skateboards or similar devices, whether motorised or not;
- j) any animals other than guide, hearing and assistance dogs as defined under the Guide, Hearing and Assistance Dogs Act 2009 (Qld);

- k) any other item which:
 - (i) presents or may present a risk to the health or safety of any person; or
 - (ii) poses or may pose a hazard or nuisance to any person; and

Authorised personnel may confiscate any Prohibited Item/s that are brought into the venue.

6. Search and inspection

On request, you must allow authorised personnel to inspect any bags or other personal possessions or items, including clothing or footwear, that you bring into the venue.

7. Oversize items

You must not take Oversize Items into the venue.

If you are in possession of any Oversize Item, you must leave them at the venue cloakroom or remove the item in accordance with any directions. If the event has commenced, you will only be permitted to return to the venue in accordance with the late arrival condition (see section 14).

8. Cloakroom

You may leave personal items (including Oversize Items) with a Cloakroom if:

- a) the Cloakroom is open;
- b) you hold a valid ticket to the event; and
- c) QTIC determines that the item is acceptable for cloaking.

It is your responsibility to collect your items from the Cloakroom as soon as practicable after conclusion of the event.

You must not leave Prohibited Items with a Cloakroom.

You leave any items with a Cloakroom at your own risk.

9. Unattended items

You must not leave any Unattended Items at the venue.

Unattended Item means a personal or other item that you bring into the venue and do not always keep on your person while at the event, unless you leave it in a Cloakroom or other area of the venue with QTIC's permission.

10. Lost Property

QTIC deals with lost property through BCEC's [Lost and Unclaimed Property general enquiry form.](#)

11. Mobile devices

You must turn place all Mobile Devices on silent while at the event.

Mobile Devices include:

- a) mobile telephones and watches;
- b) paging devices; and
- c) other personal electronic devices.

12. Food and beverages

You must not bring food or beverages into the venue, except in accordance with any QTIC directions.

You must not take any alcoholic beverages or drinks, out of the venue.

13. No smoking

You must not Smoke anywhere in the venue.

Smoking includes use of:

- a) tobacco in any form;
- b) any type of tobacco or herbal cigarette, cigar, pipe or similar item; or
- c) any electronic cigarette, vaping device or similar item.

14. Late arrival

If you have not been seated at the commencement of the event, you:

- a) will not be permitted to enter the event until an appropriate break in the awards ceremony.

15. Cameras and recording

You may be observed and/or recorded by Closed Circuit Television (CCTV) cameras while present at the venue.

QTIC may create records of events and activities taking place at the event for reporting, archival or promotional purposes. These records may include images, film and/or sound recordings. If you do not wish to have your image recorded, please notify the event organiser.

16. Emergency medical treatment

You agree to the attendance of First Aid Officers, paramedics or emergency medical personnel if deemed necessary by the venue.

If you require or receive medical treatment while at the event, you must inform QTIC of the circumstances, including the treatment required or received.

17. Risk and indemnity

You voluntarily assume the risk of, and indemnify and hold harmless QTIC and QTIC's personnel against:

- a) all damage and loss (including property damage, personal injury and economic and consequential loss) sustained by you, directly or indirectly, as a result of or in connection with your attendance at the event, however arising, including damage or loss caused by the act, omission or negligence of the venue, the organiser, contractors or guests.
- b) any claim, damage or loss suffered by the venue, organiser, personnel or guest directly or indirectly as a result of or in connection with your breach of any Law, your breach of these Conditions, or your negligent or fraudulent act or omission.

18. Venue – Conditions of entry

All attendees to the event must abide by the venue – Conditions of entry.

19. Privacy

By purchasing or being gifted a ticket, you consent to the collection, use, disclosure, and handling of your personal information as detailed in QTIC's privacy policy. This may include the disclosure of your personal information to the Ticketing Agency, Venue and Contractors.

20. Voluntary assumption of risk

You enter the venue at your own risk and understand that attendance at any event and/or the venue may carry with it certain dangers, including the risk of injury and damage to you or your property.

By attending this event, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence). This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, guests, and the employees and agents of Local Tickets, BCEC and the Presenter.

21. Limitation of liability

To the extent permitted by law (including the Australian Consumer Law), Local Tickets and the Presenter are not liable to you for any loss, damage, injury, delays, additional expenses, or inconvenience arising because of your attendance or non-attendance at the Venue and/or the event. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of Local Tickets and the Organiser is limited to the minimum permitted by law.

22. Ticketing

By acquiring a ticket to the event, either by gifting or purchasing through Local Tickets Pty Ltd (online or over the phone), or an authorised sales channel, you acknowledge and agree to comply with their [Terms and Conditions](#).

Tickets are sold or issued by Local Tickets as agent for the organiser that manages, produces, promotes and presents the event.

23. Ticket purchases

Tickets are only valid if purchased through Local Tickets, or directly through QTIC. Ticket sales are limited to a specified number of tickets. Local Tickets may cancel or refuse to accept orders which it believes are placed in excess of any such limits.

24. Pricing and payment

All prices quoted are in Australian dollars and include GST. Your ticket is a tax invoice. A transaction fee may apply to your ticket purchase, and you will be notified of the applicable fee prior to purchase.

You warrant that you have the authority to make payment for your ticket and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the ticket.

All ticket payments (if applicable) must be made in full prior to event date.

If the amount you pay for your ticket is incorrect (regardless of whether the error arose due to an advertising error online or otherwise communicated to you, human error or a technical malfunction), Local Tickets may cancel the ticket and refund to you the amount that you paid and may offer a replacement ticket to you at the correct price.

25. Seating Allocation

Paying guests will have the opportunity to submit seating requests when purchasing tickets. QTIC will endeavour to meet any requests, however the organiser reserves the right to allocate seating at their discretion.

26. User account

Prior to purchasing a ticket through the Local Tickets website, you may be required to register for a user account and to nominate an email address and password for your account. You must maintain the confidentiality and security of your user account (including your password) and not provide it to any other person.

You are responsible for your use of the Local Tickets website and all transactions conducted using your account. If you become aware of any unauthorised use of your account, please notify Local Tickets immediately and reset your password.

27. Name Changes

Name changes can be made for purchased tickets up until 1 month prior to the event date. Users can login to their ticketing account to make these changes.

28. Refunds, cancellations and changes

Tickets may be cancelled up to 14 days prior to the event with full refund issued (excluding the Booking Fee, Service Fee and Merchant Fee (as applicable)). No refund will be issued for Tickets cancelled within 14 days of the event. Please note: A refund can only be issued for the full number of tickets purchased in that transaction, not per ticket.

You may substitute another participant at any time prior to the event's commencement, should the nominated person be unable to attend. Notification of this change to QTIC is required 7 days prior to the event.

Event cancellation or reschedule

If the event is cancelled, rescheduled, or relocated, the organiser will attempt to notify ticket holders of the cancellation, rescheduling or relocation as soon as possible.

If the event is cancelled or rescheduled before the scheduled start date and time, for any reason including any Force Majeure Events, then refunds will be issued to all affected Ticket Purchasers (by either Local Tickets or the Event Organiser).

Non-refundable fees

Despite any refund being payable to a Ticket Purchaser, the Booking Fee, Service Fee and Merchant Fee (as applicable) are non-refundable to the fullest extent permitted by law.

No refunds/reimbursements will be provided for auxiliary expenses (such as the cost of travel, car-parking, child-care, and/or accommodation etc) or other consequential loss suffered by you in connection with your attendance or non-attendance to the event. It is recommended that you obtain suitable travel insurance for those expenses.

29. No scalping or other unauthorised sales

Tickets must not be resold or offered for resale at a premium or packaged, resold, or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without prior written consent from the organiser. If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.

30. Promotions and competitions

If you received a complimentary ticket at no-cost, these Terms and Conditions apply to your use of the ticket.

31. General

These Terms and Conditions may be varied at any time without notice. Any variations become effective on the day immediately after their publication and apply to any purchases made after that date.

If any part of these Terms and Conditions is held to be invalid, illegal, or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.

These Terms and Conditions are governed by the laws of Queensland, Australia.

32. COVID-19

You acknowledge that the event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending an event (or the holding of the event itself). If that is the case, then the number of persons permitted to be in or around the Venue may be affected, resulting in QTIC being required to:

- a) cancel or postpone the event;
- b) reduce the number of persons who may attend the event;
- c) change your seating allocation; and/or
- d) change any standing or seating configurations for attendance at the event;

In which case you may receive a refund in accordance with the Terms and Conditions.

33. COVID-19 Guarantees

You agree to comply with all Government directions, orders and regulations relevant to attending live events, which may be in place at the time of the event.

1. If QTA is cancelled due to circumstances caused by COVID-19;
 - a. Ticket holders will receive a full refund excluding the Booking Fee, Service Fee and Merchant Fee (as applicable).
2. If travel is restricted from your residential area, state or country due to Commonwealth or State Government restrictions;
 - a. Ticket holders will receive a full refund excluding the Booking Fee, Service Fee and Merchant Fee (as applicable).
3. If a guest or anyone in your party or household is diagnosed with COVID-19 or instructed by a medical practitioner or government official to self-isolate;
 - a. Ticket holders will receive a full refund excluding the Booking Fee, Service Fee and Merchant Fee (as applicable).
4. If a guest or anyone in your party or household visits an exposure site and is instructed by a medical practitioner or government official to self-isolate;
 - a. Ticket holders will receive a full refund excluding the Booking Fee, Service Fee and Merchant Fee (as applicable).