

# FIRST & FÖREVER

A CELEBRATION OF BLAK EXCELLENCE  
LIVE AT HANGING ROCK

Mushroom Live | Terms Of Sale



as at Friday 14 October 2022

# COVID-19 IMPORTANT INFORMATION

The COVID-19 situation in Australia and New Zealand continues to evolve and Mushroom anticipates Government and Health Authority requirements will continue to change.

As the promoter, Mushroom must consider stipulations from Government, Health Authorities, Artists and Venues in determining the COVID Safe measures for each Event. These requirements may include, but not be limited to, proof of vaccination, QR code check-in, social distancing, mask wearing and/or other measures. You will need to comply with these requirements in order to attend Mushroom's events and will be kept up to date with developments in the lead-up to the tour.

You agree to follow Event policies (including health and safety policies) and COVID Safe measures and instructions (including any proof of vaccination requirements) in place at the time of the Event while at the Event.

COVID-19 is an extremely contagious disease that can lead to severe illness and death.

There is an inherent and elevated risk of exposure to COVID-19 in any public place or place where people are present and there is no guarantee, express or implied, that those attending an Event will not be exposed to COVID-19.

You should evaluate Your risk in determining whether to attend the Event. By entering the Event, You voluntarily assume all risks related to exposure to COVID-19.

See Item 8 for CANCELLED, RESCHEDULED OR SIGNIFICANTLY RELOCATED EVENTS due to COVID-19.



# 1. INTRODUCTION

Mushroom Live Pty Ltd (Mushroom) is a live event promoter. By purchasing a ticket to a Mushroom event You agree to be bound by the terms and conditions set out below (Terms of Sale). The Terms of Sale relate to the sale of tickets and attendance at the event to which the ticket relates (Event). These Terms of Sale apply to the purchaser and any subsequent ticketholders (You or Your).

In addition to the Terms of Sale, You may also be bound by Event Specific Terms.

To see whether any Event Specific Terms apply to Your ticket, please check the Mushroom tour page and/or the Authorised Ticketing Agent website for Event Specific Terms that may apply to Your Ticket.

You are also subject to the Venue Terms and Conditions as well as any Authorised Ticketing Agent's Terms and Conditions.

Where there is inconsistency between terms the following order of enforceability applies:

1. Venue Terms and Conditions.
2. Event Specific Terms.
3. Mushroom Terms of Sale.
4. Authorised Ticketing Agent Terms and Conditions.

Mushroom reserves the right to cancel any ticket used in breach of any of the above terms.

## 2. PURCHASE OF TICKETS

Tickets to each Event are available through authorised ticketing agents (Authorised Ticketing Agents). You are warned not to buy tickets from unauthorised operators.

We are aware tickets to an Event may be sold through unauthorised operators at excessively inflated prices. If You buy tickets from unauthorised operators, You do so at Your own risk and neither us nor the Authorised Ticketing Agent will be able to assist You.

Please read the Live Performance Australia Safe Tix Guide and the NZ Commerce Commission guide on Buying Event Tickets. Mushroom does not allocate any tickets for Events to unauthorised re-sellers (which include but are not limited to Viagogo; Stubhub; Ticketfinders; and Worldticketshop.

To make sure You pay the correct ticket price and receive valid tickets, You must purchase via the Authorised Ticketing Agents, as listed on our website - [www.firstand](http://www.firstand).

Mushroom cannot guarantee any ticket purchase made through any means other than Authorised Ticketing Agents (for example via websites such as eBay, Gumtree and social media Buy Swap Sell pages).

### **3. USE OF TICKETS**

The promotion, advertising, offering or selling of tickets to an Event is strictly prohibited by anyone other than

Authorised

Ticketing Agents, unless:

- a. with Mushroom's prior written consent;
- or
- b. where expressly permitted under relevant State or Federal trading

laws.

Tickets may not, without the prior written consent of Mushroom, be used for advertising, promotion or for any other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services.

In addition to any other legal rights and remedies that Mushroom have in this regard, Mushroom reserves the right to immediately cancel, without notice or compensation to You, any tickets sold or used in breach of this condition.

### **4. EVENT SPECIFIC TERMS**

Mushroom has the right to include additional specific conditions in relation to particular Events (Event Specific Terms). Such Event Specific Terms will be made available on Mushroom's website and/or on the Authorised Ticketing Agent's website and will be deemed to be incorporated into these Terms of Sale.

### **5. EVENT CHANGES**

Mushroom has the right to add, withdraw, reschedule or substitute support artists and/or vary advertised programs, times, prices, venues, seating arrangements, staging and audience capacity without notice to You. If an Event is a festival featuring multiple artists the line-up will be subject to change.

## **6. REDUCED CAPACITY**

**OR VARIED CONFIGURATION OF EVENTS  
DUE TO INTERVENING CIRCUMSTANCES**

If there are **Intervening Circumstances** which require the Event capacity to be reduced or the configuration to be varied then that process will be determined by Mushroom in its absolute discretion. If Your transaction is identified for cancellation (ie due to venue capacity restrictions) then you will be entitled to a full refund of the ticket price.

**Intervening Circumstances** means an incident that is beyond Mushroom's control which occurs after the time when a Ticket is sold, such as an act of God, state of emergency (eg bushfire or flood), public health emergency (eg pandemics including COVID-19 related), travel warnings (eg travel restrictions or advice to not travel) and Government or Health Authority directives (eg forced venue closures or mass gathering restrictions).

## **7. TICKET PURCHASE LIMITS**

Mushroom has the right to enforce published ticket purchase limits and cancel any tickets You obtain above those limits. If You exceed the ticket limit, You may have any or all of Your orders and tickets cancelled without notice. This includes orders associated with the same name, ticketing account, email address, IP address, billing address, credit card number or other information.

## 8. CANCELLED, RESCHEDULED OR SIGNIFICANTLY RELOCATED EVENTS

Where any Event is cancelled, rescheduled or significantly relocated Mushroom will comply with Applicable

Codes and Laws:

**CANCELLATION:** if an Event is cancelled for any reason whatsoever, You will be entitled to a full refund of the ticket price.

**RESCHEDULED:** if an Event is rescheduled for any reason whatsoever, Your ticket will be valid (or if applicable, Your ticket will be reissued) for the rescheduled Event unless otherwise advised by Mushroom or the Authorised Ticketing Agent.

You are entitled to a full refund of the ticket price if You cannot attend the rescheduled Event, provided that You apply for a refund within the period of time advertised or notified by Mushroom and/or the relevant Authorised Ticketing Agent.

**SIGNIFICANTLY RELOCATED:** if an Event is significantly relocated for any reason whatsoever, Your ticket will be valid (or if applicable, Your ticket will be reissued) for the relocated Event unless otherwise advised by Mushroom or the Authorised Ticketing Agent.

You are entitled to a full refund of the ticket price if You cannot attend the relocated Event, provided that You apply for a refund within the period of time advertised or notified by Mushroom and/or the relevant Authorised Ticketing Agent.

*Applicable Codes and Laws means:* the Live Performance Australia Ticketing Code of Practice or the Australian Consumer Law (or any other applicable laws) for Australia; and/or the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (for New Zealand) (or any other applicable laws).

## **9. MUSHROOM LIABILITY**

To avoid doubt, Mushroom is not liable to You for any losses or expenses incurred in connection with an Event being cancelled, rescheduled, significantly relocated or changed (including, for example, travel, accommodation or other ancillary expenses), except to the extent that such losses arise from Mushroom's breach of any Applicable Codes and Laws.

## **10. REFUND OR REPLACEMENT OF TICKETS**

Refunds or replacement on any ticket will only be given as set out in these Terms of Sale, or as reasonably determined by Mushroom in order to comply with Applicable Codes and Laws. Mushroom and/or Authorised Ticketing Agents will not replace lost, stolen or destroyed tickets unless proof of purchase is presented and will not issue replacement tickets where Event seating is not allocated (General Admission tickets). Authorised Ticketing Agents may charge a fee for the replacement of tickets.

## **11. MISTAKES IN TICKET PURCHASES**

You are responsible for checking all Event information and ensuring You have purchased the right ticket for the right Event on the right date. No refunds will be processed if You mistakenly purchase a ticket to the wrong city, wrong ticket allocation or seating location or make some other error in connection with Your ticket purchase.

## **12. EVENT AGE RESTRICTIONS**

All patrons irrespective of age must purchase a ticket to enter the Event. Mushroom reserves the right to impose age restrictions on certain events based on venue requirements and safety considerations.

For General Admission events, we do not recommend attendance by children aged 5 years and under. Age restrictions will be indicated on the Mushroom website and/or the Authorised Ticketing Agent's website.



## **13. VIP PACKAGE TICKETS**

From time to time, in conjunction with the Event ticket, we sell event packages, add-ons and upsells (including but not limited to hospitality packages and VIP experiences) (Event Packages). You may be subject to further terms and conditions relating to Event Packages.

Mushroom is responsible for Mushroom Event Packages only. A Mushroom Event Package is an Event Package purchased directly from Mushroom or the Authorised Ticketing Agent.

Mushroom is not responsible for Event Packages sold, distributed and provided by third party operators (Third Party Event Package). Any queries, concerns or issues relating to a Third Party Event Package should be directed to that third party operator.

## **14. PHOTOGRAPHY AND FILMING AT EVENTS**

Mushroom reserves the right to broadcast, communicate, film and/or record any Event. If You are photographed, filmed or recorded whilst attending an Event, You consent to Mushroom (or third parties authorised by Mushroom) photographing, filming or recording You.

Third parties authorised by Mushroom can broadcast, publish, license and use any photographs, film, recordings or images of You without compensation or restriction including but not limited to marketing and promotional use and in all media. Mushroom, authorised third parties and anyone acquiring from them a right to use the material are not liable to You in any way for its use.

You may not be permitted to use cameras, audio and video recorders at an Event. Mushroom and/or the Artist reserve the right to confiscate and/or delete any footage, recordings and/or photos created by unauthorised or prohibited recording, filming or photography at an Event.

## 15. EVENT ENTRY, SECURITY AND SAFETY

Mushroom's rights to refuse entry to an Event include but are not limited to where:

- a. Your ticket has been handled in breach of these Terms of Sale; or
- b. Your ticket is defaced, manipulated or damaged.

You are reminded that in addition to Mushroom's right to refuse entry to an Event, the Venue hosting the Event may impose additional restrictions.

You agree to comply with security and safety requirements and directions at the Event. Prior to entry to the Event, You and/or Your belongings may be subject to specific security and safety requirements including but not limited to bag checking, metal detector tests, pat downs, explosive sweeps and/or drug detection tests. If You do not consent to such searches,

You may be denied entry to the Venue without refund.

It is important to Mushroom and our artists that each Event is enjoyable and safe for patrons. Anyone behaving in an offensive, disruptive or dangerous manner may be ejected from the Event in the Event personnel's discretion.

We reserve the right to evict patrons who disobey Responsible Service of Alcohol legislation or refuse to comply with event Specific Terms or Venue Terms and Conditions.

Anyone found supplying or consuming illicit drugs will be evicted from the Venue and may face criminal charges. If You feel unsafe, distressed or harassed at an Event we encourage You to seek the assistance of Event personnel.

## **16. LOSS OR INJURY AT EVENT**

To the fullest extent permitted by the law and subject to Your rights under any Applicable Codes and Laws, You release Mushroom (including its directors, officers, employees, consultants, contractors, agents and volunteers) from any liability for any damage, loss, liability or injury You may suffer in relation to Your attendance at an Event, howsoever caused, including due to any negligence or other act or omission of Mushroom.

You agree to compensate Mushroom for any damage, loss, liability or injury that Mushroom may suffer as a result of Your wilful, reckless or negligent acts or omissions at an Event.

## **17. RISK**

Entry to the Event is at Your own risk.

Without limiting the generality of this:

- a. appropriate footwear and clothing must be worn at all times at the Venue;
- b. You must not mosh, crowd surf, circle pit, wall of death, slingshot or stage dive;
- c. ear plugs should be worn if necessary;

To the extent permitted by law, Mushroom takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by Your failure to follow Event personnel directives.

In the event of injury or illness Mushroom may, at Your cost, arrange medical treatment and/or emergency evacuation as deemed essential for Your safety.

## **18. YOUR PERSONAL INFORMATION:**

Pursuant to Your booking, Mushroom and/or Authorised Ticket Agents may need to collect and keep personal information about You including Your name, email, address, credit card or payment details, contact number and the names of all ticket allocations.

Your contact details may be used to provide You with information and details about the Event.

If You have consented via the Authorised Ticketing Agent to receive further information about Mushroom events and/or the Artist, we may also disclose Your contact details to those third parties and provide You with promotional material about other Events and products.

We may also need to disclose Your personal information as required by law or as permitted under the Privacy Act 1988 (Cth). If You have any questions about how Mushroom will handle Your personal information please visit the link at the bottom of the Authorised Ticketing Agent's ticketing page where You purchased Your Event ticket or refer to Mushroom's Privacy Policy.

# 19. CERTAIN ITEMS PROHIBITED

Mushroom, and its designated representatives, including Event personnel, reserve the right to prohibit items which it believes threaten the enjoyment, rights and/or safety of You, artists and/or other patrons at the Event. Unless permitted under the Venue Terms and Conditions or the Event Specific Terms, Prohibited Items include, but are not limited to, the following:

- tables, tents or sun shelters;
- umbrellas (even if it's raining);
- alcohol;
- illicit substances;
- cans of drink;
- water bottles;
- glass items;
- metal and hard plastic items including cutlery and/or drink containers;
- weapons of any sort including tasers, mace spray or potential projectiles;
- selfie and/or GoPro sticks, monopods or tripods;
- animals (with the exception of service dogs such as guide dogs or emergency service dogs);
- beanbags, blow-up chairs or lounges;
- lasers, flashlights;
- fireworks, flares, sparklers and/or explosives;
- confetti or shredded paper;
- large flags or banners;
- unauthorised solicitation materials including handbills, flyers, stickers, beach balls, give-aways, samples, or other promotional items;
- professional photography equipment (eg telephoto lenses; any lens over 20cm; any detachable lens; drones, stands or other commercial equipment or anything deemed by Event personnel to be professional photography equipment);
- audio or recording devices (including GoPro, iPad and similar);

## **20. VARIATION TO TERMS OF SALE**

Mushroom may vary these Terms of Sale at any time without notice to You. Any variations become effective immediately once the variation has been published on Mushroom's website. Any variations will not operate retrospectively.

## **21. ENFORCEABILITY**

Any provision of these Terms of Sale which is or becomes unenforceable shall not invalidate the other provisions of these Terms of Sale.

These Terms of Sale were last updated on 13 December 2021.



mushroom  
group

