

PORTSIDE SYDNEY OPERA HOUSE

TERMS AND CONDITIONS OF TICKET PURCHASE AND ENTRY TO THE NEW YEAR'S EVE PORTSIDE SYDNEY EVENT

Trippas White Catering Pty Ltd ABN 21 003 468 492 trading as Portside Sydney Opera House ("**Promoter**") and the Sydney Opera House Trust ABN 69 712 101 035 being the owner of the Sydney Opera House site ("**Sydney Opera House**") present the event called New Year's Eve Portside Sydney ("**Event**").

These terms and conditions ("**Conditions**") apply to the purchase of tickets from either the Promoter (online at www.newyeareveportsidesydney.com.au) or authorised ticket resellers being the Sydney Opera House (at its box office or online at www.sydneyoperahouse.com.au), I WANNA TICKET (online at www.iwannaticket.com.au), and any other reseller of tickets to the Event authorised by the Promoter, including complimentary tickets and door list attendees [together referred to as "**Authorised Resellers**"].

Tickets purchased from Authorised Resellers will give to the holder access to the venue at which the Event is being held upon the Conditions, any other conditions of admission imposed by the Promoter at the Venue, and any conditions imposed by the Sydney Opera House and the Authorised Resellers ("**Supplementary Conditions**"). To the extent of any inconsistency between any of the Conditions and Supplementary Conditions, these Conditions shall prevail.

Instructions and directives given by the Promoter and Sydney Opera House or their employees, contractors or agents must be followed at all times.

ADDRESS - Western Broadwalk, Sydney Opera House, Sydney 2000 ("**Venue**").
DRESS CODE – French Riviera.

AGE RESTRICTIONS & IDENTIFICATION

1. This is an over 18's event. Only persons aged 18 or over will be admitted to the Event.
2. All ticket holders must present valid photo proof of age ID upon entry. This is a driver's licence, passport, or other valid photo identification card. Failure to provide valid photo identification **will** result in the ticket holder being denied entry to the Event.
3. The person who purchased the ticket(s) must actually be present and show their credit card that was used to purchase the ticket(s) to be able to enter the Event and enable others for whom that person bought tickets to also enter. Failure to do so **will** result in the ticket holder being denied entry to the Event.
4. Each ticket holder must present a valid printed ticket for scanning at the time of admission to the Event to gain access. Tickets stored electronically on a mobile device **will not** be accepted for admission to the Event.
5. The unique bar code on the ticket allows entry upon the first scan only. Multiple copies of the ticket will not allow multiple entries to the Event. Please ensure each ticket is printed for this reason.
6. Keep the ticket in a safe place and safeguard it as you would money or regular tickets as lost or stolen tickets **will not** be replaced.
7. A ticket purchased from a source other than an Authorised Reseller **will not** be recognised and will not gain entry to the Event.
8. In the event that duplicate copies of the same ticket appear or are presented at entry to the Event, the Promoter reserves the right to refuse entry to **all** holders of the duplicate tickets.
9. Entry to the Event may be refused if the ticket is **damaged**, altered, or defaced in any way that it cannot be read by a scanner.

RESALE OF TICKETS/REISSUE

10. Unauthorised resale or duplication of a ticket will prevent the holder from being admitted to the Event.
11. It is a condition of the sale of tickets that you will not resell your ticket on an unauthorised website such as eBay or Gumtree.
12. You may only resell your ticket in the manner expressly permitted by these Conditions.
13. Tickets are not to be used for advertising, promotion or other commercial purposes without the written permission of the Promoter or an authorised representative of the Promoter.
14. If you or your guests are unable to attend the Event, the ability to re-issue or offer your ticket for resale **may** be available for a nominated fee per ticket at the sole discretion of the Promoter. To check if this is available to you, please log into your account where you have purchased your ticket and make contact with the Authorised Reseller.
15. Should a resale facility be available, no refunds will be given until the ticket has been bought and paid for by a new buyer. We do not guarantee that tickets will be resold, and the original purchaser will not be entitled to a refund for unsold tickets in any circumstances. If the ticket is resold using such resale facility then the proceeds of the resale of the ticket less any costs of the resale incurred by the Authorised Reseller shall be remitted to the original purchaser of the ticket.

VENUE ACCESS

16. To gain access to the Event, **YOU MUST**:
 - a. Head to Macquarie Street where you will see a tent which is your initial identification stage. Please present your ticket, identification and credit card used to purchase the ticket at this stage.
 - b. All ticket holders will be subject to a search of the person and/or a bag search for security purposes. Each ticket holder gives consent to such a search. If a ticket holder does not permit that search, he/she will not be permitted to enter the Event.
 - c. Proceed along the forecourt until you reach the Western Broadwalk.
 - d. If you arrive before 7.30 pm, you will be asked to wait in an assembly area until ticket scanning commences.
 - e. A delay may be experienced at the entry point to the Event while tickets are scanned, identification is checked and unique wristbands issued and attached.
17. If accessing by car:
 - f. The Sydney Opera House car park will be affected due to road closures and will be closed before, during and after the Event. For the operating hours of the car park please check www.sydneyoperahouse.com.au. We recommend ticket holders check the official Sydney New Year's Eve website for updates on transport including road closures, train and bus information www.sydneynewyarseve.com, or for public transport information call 131 500.
 - g. Information regarding road closures will be available, when released, at www.rms.nsw.gov.au.
18. You will be provided with further site access information closer to the date of the Event as it becomes available to the Promoter by email to the email address supplied by you upon purchase of the ticket. The Promoter takes no responsibility for the accuracy of this information and it is up to the ticket holder to ensure they have received this information and understand the instructions to proceed to the Event.

THE EVENT

19. The Promoter and Sydney Opera House, acting reasonably, reserve the absolute right to deny admission to any person to the Event.
20. Although the Promoter will endeavour to adhere to the advertised program and package, the Promoter reserves the right to vary elements of the Event program and package at its sole discretion or pursuant to a direction of Sydney Opera House.
21. There is to be no glass, alcohol, or illegal substances brought onto the Sydney Opera House site and the Event.
22. No filming, recording or photography is permitted at the Event apart from filming, recording and photography for personal and private use only.
23. The Promoter will not take responsibility for any loss or damage to your property (including personal property such as cameras, bags or money) brought to or purchased at the Event by you or your invitees, or for injury to the person or death of you or your invitees at the Event or in the common areas of the Sydney Opera House site.
24. There is a strict no pass out policy once you have had your ticket scanned and cleared Sydney Opera House's initial identification and screening points, except in the case of a medical emergency or other circumstances determined at the absolute discretion of the Promoter.
25. It is a strict **no smoking** event with **no** allocated smoking section. Anyone caught smoking will receive a first and final warning and will be removed at the sole discretion of the Promoter if subsequently found to be in breach of this requirement.
26. The Promoter adheres to the responsible service of alcohol standards. Patrons who are intoxicated, under the influence of illicit drugs, inappropriately attired, or behaving in a drunken, disorderly or inappropriate manner will be refused entry or removed from the Event and the Sydney Opera House site.
27. Doors open at the Event at 7.30 pm, and the Event closes at 1.00 am. All patrons must vacate the Event and the Sydney Opera House site by 1.30 am. Any patron not doing so will be escorted from the Event and the site.
28. In the event of an actual or suspected emergency of any type or threat to the security of the Event, the Promoter or Sydney Opera House may give a directive to evacuate the Venue and the Sydney Opera House site and/or prevent people from entering the Venue and the Sydney Opera House site at its sole discretion.

CANCELLATION AND REFUNDS

29. The Promoter and Sydney Opera House reserve the right to cancel the Event for any reason either before or during the Event.
30. In the unlikely event of cancellation of the Event, or if you are denied entry for the sole reason that the capacity of the Venue prescribed from time to time by the Sydney Opera House has been or will be exceeded, we will provide a refund of some or all of the ticket price to the original purchaser of the ticket to the extent that we are required to do so by law. You acknowledge that in order to receive a refund in these circumstances you must make application to an Authorised Reseller or the Promoter for a refund within a period of 14 days of cancellation and you must produce a copy of your photo ID and the credit card used to purchase your ticket in order to obtain a refund.
31. No refund of the ticket price (in full or in part) will be offered in any other circumstances including but not limited to inclement weather, cancellation of fireworks for whatever reason, your failure to adhere to the Conditions and/or the Supplementary Conditions, any actual or suspected emergency or threat to security, a change in your personal circumstances, your inability for any reason to attend the Event, eviction of you or your invitees from the Event, or if you leave the Event.