



CONDITIONS OF ENTRY

Morning Star Estate, Sunnyside Rd, Mt Eliza

October 13' 2013

1. Tickets and Passes

- 1.1. Persons not in possession of a current valid ticket or pass will not be permitted to enter the Event site.
- 1.2. No refund or exchange will be made if tickets or passes are not used either in full or in part.

2. Right to Refuse Entry and to Remove

- 2.1. The Organisers may, in their absolute discretion, refuse entry to the Event site to any person or vehicle.
- 2.2. The Organisers may, in their absolute discretion, require any person or vehicle to leave the Event site.
- 2.3. Any person failing to comply with a direction on behalf of the Organisers to leave the Event site or carpark may be physically removed by the Organisers, their officials or security personnel.

3. Prohibited Items

- 3.1. Persons and vehicles are not permitted to enter the Event site with any prohibited item.
- 3.2. Prohibited items include:-
 - 3.2.1.1. materials, substances, explosives, pyrotechnics, weapons (including replica and toy firearms), projectiles and similar devices,
 - 3.2.1.2. placards, flags, banners, signs, brochures and leaflets,
 - 3.2.1.3. megaphones, amplifiers, loud speakers, lights and lasers,
 - 3.2.1.4. paint, chemicals, spray cans, apparatus and equipment,
 - 3.2.1.5. bicycles, scooters, golf carts and items of personal conveyance (other than wheelchairs for use by disabled persons),
 - 3.2.1.6. stoves, barbecues and cooking equipment,
 - 3.2.1.7. tents, structures, shelters and elevated seating,
 - 3.2.1.8. shade and/or beach umbrellas which, in the opinion of the Organisers, have or may have the potential to cause damage, injury, hazard, danger, disruption, public nuisance, offence, distress, public inconvenience or security risk.
- 3.3. All unlawful substances are prohibited items.
- 3.4. Alcohol may not be brought onto the Event site except with the prior express approval of the Organisers.
- 3.5. Animals and birds will not be admitted to the Event site except guide dogs being used by blind, deaf or otherwise disabled persons.

4. Minor Children

- 4.1. Children under the age of 13 years are to be supervised at all times by an adult either the guardian or, or acting as the guardian at the event. Organisers take no responsibility for any children. Unsupervised children will be removed from all activities and taken to the Information Station to be collected.

5. Recording or Images of Attendees

- 5.1. Attendees at the Event acknowledge that the Organisers and third parties authorised by the Organisers may make, create, store, record, transmit, reproduce or use recordings and images or any of them of, at or in relation to the Event (including, without limitation, of attendees). Unless the attendee otherwise reaches an agreement with the Organisers, each attendee hereby grants the Organiser and third parties authorised by them permission to use recordings and/or images, or other images or likenesses of the attendee, in any media (including publication within and outside Victoria, Australia) and for any purpose without identification or compensation or payment of any kind.
- 5.2. Unless the attendee otherwise reaches an agreement with the Organiser to the contrary, the attendee consents to the Organiser (and third parties authorised by the Organiser) taking photographs, film, tape and other images or likenesses of the attendee, or any sound recording, and using them as hereinbefore described.

6. Lost or Unattended Items

- 6.1. Bags and personal effects left unattended within the Event site will be placed in the Lost and Found at the Information Station for a period of 24 hours. Should they not be collected by this time, they will be disposed of.

7. Instructions and Directions

7.1. All persons admitted to the Event site are required to comply with all instructions and directions issued by the Organisers, their officials and security personnel.

8. Release of Liability

8.1. All persons admitted to the Event site or are advised that all events include elements of danger and risk of injury. The approvals required by the applicable authorities have been obtained for the staging of the Event and such precautions as are reasonably appropriate will be taken to minimise risk to those in attendance. It is a condition of entry that all persons attending the Event do so accepting that all risks cannot be eliminated.

8.2. The Organisers do not accept responsibility for any negligent acts or omissions by performers, display participants, spectators, visitors, exhibitors, caterers, contractors, suppliers or persons other than the Organisers, their officials, servants or agents.

9. Alteration to Program or Advertised Event Content

9.1. The right is reserved to vary, add, withdraw or substitute performances, exhibits and displays and/or to vary advertised programs, seating arrangements and facilities at any time and without notice.

10. Cancellation, Abandonment and Postponement

10.1. If any part of the Event or any performance, display, exhibit or other element of the Event is cancelled, abandoned or postponed, in whole or in part, due to adverse weather or for any other cause reasonably beyond the Organisers' control, there is no right to refund or exchange and no obligation on the Organisers to arrange any substitute event, performance, display, exhibit or element.

11. Exploitation of Film, Sound, Video, Recording, Software etc.

11.1. No person who enters or has entered the Event site shall without the prior written consent of the Organisers sell, license or otherwise exploit, or attempt to exploit, any material whether written or in the form of digital or photographic film, sound, video or other recording or computer software obtained or made at the Event site.

11.2. Without limiting the provisions of condition 14.1, it is a condition of entry to the Event that:

11.2.1. a person cannot make, create, record, transmit, reproduce or use any recording, data or image at the Event for any form of public advertisement, transmission, display, or for profit or commercial gain, or for any other purpose (except for the private enjoyment of the person making the recording, data or image) without the prior written consent of the Organisers; and

11.2.2. if a person makes, creates, records, transmits, reproduces or uses any recording or image of, at or in relation to the Event or any part of it with or without the consent of the Organisers, that person shall, on request by the Organisers, assign in writing all copyright and all other intellectual property in any such image or recording to the Organisers or their assignees or nominees as directed by the Organisers.

12. Privacy

12.1. The Organisers collect personal information about attendees at the Event, which is necessary for them to operate the Event and to help promote the Event and subsequent or related or similar events. In particular, the Organiser may collect the name, address and phone number of attendees for the purposes of coordinating the Event and of conducting research, marketing and promotional activities in relation to the Event and such other subsequent events.

12.2. Attendees hereby consent to the use and disclosure of their personal information by the Organisers to research, marketing and promotional organisations for the purposes set out in the first paragraph of this condition 16 unless the attendee otherwise notifies the Organisers by contacting the Privacy Officer of the Organisers as described below.

12.3. Unless attendees advise otherwise, attendees consent to receiving future promotional and marketing material from the Organisers, including via electronic messages (e.g. email) for an indefinite period.

12.4. Attendees have certain rights to access their personal information held by the Organisers and can request access by contacting the Organisers' Privacy Officer at PO Box 103, Dromana, VIC, 3936

13. Event

13.1. In these conditions, the term "Event" means the Mornington Peninsula Kids Family Expo and the term "Event site" refers to anywhere on the Morning Star Estate property boundaries.

14. Organisers

14.1.1. The Event is staged, conducted and presented by Local Kids Network Unit Trust (ABN 83 719 611 931).

THIS EVENT IS STRICTLY NON SMOKING. Smoking is not permitted on the Morning Star Estate Grounds at any time.