

## Conditions of Entry

*Sydney Gay and Lesbian Mardi Gras Diamond Club*

*Licensed Venue*

Diamond Club is a licensed area restricted to 18+.

By entering the venue, you agree to all Conditions of Entry below. You acknowledge and agree that you have read and will comply with the applicable ticketing terms and conditions.

### **YOU SHOULD BE AWARE OF SEVERAL KEY TERMS**

This summary is designed to assist you, by disclosing certain key terms from the Conditions of Entry. However, this summary is not a substitute for reading and understanding the Conditions of Entry, and it does not amend or limit the Conditions of Entry.

#### ***Access and proof of age***

Entry is restricted to persons over 18 who have a valid ticket or other authorisation/accreditation to enter the venue. You must present photo ID as proof of age upon entry, and upon request within the venue.

#### ***Liquor***

Alcohol sales in the venue are subject to Responsible Service of Alcohol and Harm Minimisation Practices. Serving liquor to intoxicated persons is prohibited by law.

#### ***Inspection***

SGLMG may inspect or search all persons and all personal possessions. Failure to comply may result in you being prevented from entering the venue, or being evicted from the venue. If you believe you have been treated unfairly, or inappropriately, please contact [reception@mardigrasarts.org.au](mailto:reception@mardigrasarts.org.au) within two weeks of the event date with details.

#### ***Failure to comply***

Failure to comply with these Conditions of Entry (including if you bring prohibited items or behave in a disorderly manner) may result in you being refused entry to, or evicted from, the venue.

#### ***Privacy***

SGLMG may record, photograph, live-stream and/or broadcast any SGLMG event and you consent to SGLMG doing so.

#### ***Risk and liability***

You agree that you enter the venue at your own risk. To the maximum extent permitted by law, SGLMG disclaims all liability for any injury, death, loss, damage or theft to (or from) any person and/or property.

1. In these Conditions of Entry, **SGLMG, we, us** and **our** means Sydney Gay and Lesbian Mardi Gras Limited (ABN 87 102 451 785) of Level 2, 81 – 83 Oxford Street, Darlinghurst NSW 2010, Australia.

#### **ACCESS AND PROOF OF AGE**

2. You must have a valid ticket or other authorisation/accreditation to enter the venue. One ticket is only valid for the admission of one person. Forging a ticket will result in denial of entry or immediate eviction from the venue.
3. You must present photo ID as proof of age upon entry, and upon request within the venue.
4. The following forms of photo ID are acceptable:
  - a current photo driver's or rider's licence or permit;
  - a current passport;
  - a NSW photo card (issued by Roads and Maritime Services NSW); and/or
  - a proof of age card issued by a public authority of the Australian Commonwealth, or of another Australian State or Territory for the purpose of attesting to a person's identity and age.
5. Notwithstanding anything else in this Conditions of Entry, SGLMG may refuse entry to, or evict, any person from the venue at its sole discretion.

#### **LICENSED VENUE**

6. You are entering a licensed venue. Accordingly:
  - entry is restricted to persons over 18 only;
  - alcohol sales are subject to Responsible Service of Alcohol and Harm Minimisation Practices;
  - serving liquor to intoxicated persons is prohibited by law;
  - no alcohol can be brought into the venue or taken from the venue;
  - it is an offence for minors to purchase or consume alcohol;
  - it is an offence to sell to or supply minors with alcohol; and
  - intoxicated persons will be refused entry or evicted from the venue.

#### **SMOKING POLICY**

7. You may only smoke within areas which are expressly designated as areas in which smoking is permitted. Smoking (including smoking e-cigarettes) is strictly prohibited in all other areas within the venue.

#### **BEHAVIOUR, PROHIBITED ITEMS AND INSPECTIONS**

8. Patrons will be wrist banded on entry and must not remove it until the end of the event.
9. Patrons, workers and performers must respect all others, and must not engage in any conduct directed towards any other person in a manner which may offend, insult,

humiliate, intimidate, threaten, disparage or vilify that person (including on the basis of that person's race, colour, religion, sexuality, decent, nationality or ethnic background).

10. SGLMG may inspect or search all persons and all personal possessions (including clothing, bags, containers or packages you bring or intend to bring into the venue). Failure to comply may result in you being prevented from entering the venue, or being evicted from the venue.
11. Security staff are trained in managing the cultural sensitivities associated with searches and suitable facilities will be provided to conduct searches in a manner that enhances safety whilst managing the cultural sensitivities associated with these activities. Patrons have the right to refuse a search, however those that do so acknowledge they will be excluded (through refusal of entry) or evicted from the venue without refund.
12. If you believe you have been treated unfairly, or inappropriately, please contact [reception@mardigrasarts.org.au](mailto:reception@mardigrasarts.org.au) within two weeks of the event date with details.
13. The following items must not be brought into the venue:
  - any liquids (including alcoholic beverages and pump sunscreen greater than 400mL);
  - illegal or illicit substances;
  - glass (including perfume bottles and makeup containers);
  - fireworks, sparklers, flares, lasers or laser pointers;
  - knives and weapons;
  - dangerous goods;
  - animals or pets (other than guide dogs);
  - other items that we determine may cause any injury or nuisance. This includes bicycles, scooters, and any items such as portable seats or milk crates that you intend to stand on for elevated viewing which will block parade viewing experience for other patrons;
  - metal drink bottles;
  - plastic sealed or opened drink containers;
  - any items that you intend (or such quantities of the item from which we can reasonably infer that you intend) to distribute, hawk, sell, offer, expose for sale or display for marketing or promotional purposes;
  - professional recording devices such as video cameras, GoPro cameras or audio recorders without our permission. Professional photographers must produce satisfactory evidence of accreditation; and/or
  - drones, or other airborne recording or photographic devices.
14. Persons entering the venue are reminded not to leave personal items such as bags unattended. Unattended bags will be considered suspicious items until proven otherwise.

15. In caring for safety of all patrons, workers and performers, SGLMG may refuse entry or evict any person:

- who is intoxicated or behaves in a threatening, disruptive or offensive manner;
- who interferes unreasonably with one or more other patrons' enjoyment of the event or venue, or with workers carrying out their functions;
- deemed to be behaving in an anti-social or disorderly manner;
- who does not have a valid form of entry or who is unauthorised to be within the venue;
- who refuses to submit to security screening upon entering the venue or inside the venue;
- who refuse to comply with a request from SGLMG or its representatives (including security services);
- who has been banned from events before, imposed by either SGLMG or any administrative, legal or police governing bodies;
- who refuses to declare objects that are considered to be dangerous or off limits by security services; and/or
- who is otherwise in breach of these Conditions of Entry (including applicable COVID-19 Requirements, as defined in clause 21 below).

#### **PHOTOGRAPHS, RECORDINGS AND PRIVACY**

16. Closed circuit television (CCTV) cameras may be used in the venue.

17. SGLMG may record, photograph, live-stream and/or broadcast any SGLMG event, and you consent to SGLMG doing so. You consent to the use (including for marketing or promotional purposes), editing, reproducing and communicating by SGLMG, or permitted by SGLMG, of any image or recording taken of you, and anyone for whom you are responsible, while at the venue, in whole or part, to the public, in any place and in all media. SGLMG is not required to provide you any such image or recording (or a copy of such image or recording).

18. You consent to the collection, use, disclosure and handling of your personal information as detailed in these Conditions of Entry and SGLMG's Privacy Policy (which is available at <https://www.mardigras.org.au/privacy-policy/>).

#### **LIABILITY**

19. Attending the venue may involve a level of recreational risk associated with a crowded environment and/or loud noises, which may result in personal injury. All persons must assess their own risk before entering, and enter the venue at their own risk.

20. To the maximum extent permitted by law, SGLMG excludes all liability or responsibility (including for consequential damages or loss) arising in connection with:

- you being denied entry to the venue, or being removed from the venue, because of your failure to comply with these Conditions of Entry (including the COVID-19 Entry Requirements, as defined in clause 21 below);
- any death or personal injury howsoever caused at the venue; and
- any damage to, or loss or destruction of, property howsoever caused at the venue.

#### **COVID-19 REQUIREMENTS**

21. Access to the venue is conditional on your compliance with all Government directions, orders and regulations (including public health orders) which are relevant to you entering and remaining in the venue, and which are in place at the time of access. In addition, you must comply with the instructions of any SGLMG representative (including any COVID marshals) or any applicable SGLMG COVID-19 entry requirements (**COVID-19 Entry Requirements**). We will notify you of COVID-19 Entry Requirements as soon as reasonably practicable before the opening of the venue.

#### **APPLICABLE LAW**

22. These Conditions of Entry are governed by the laws applicable in the State of New South Wales.