

## **Conditions of Entry**

### *Sydney Gay and Lesbian Mardi Gras Parade Accessible Viewing*

By entering Parade Accessible Viewing area, 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.

#### ***Liquor***

This is a non-licensed venue. You must not bring, offer and/or consume alcohol within Parade Accessible Viewing.

#### ***Inspection***

SGLMG may inspect or search all persons and all personal possessions. Failure to comply may result in you being prevented from entering Parade Accessible Viewing, or being evicted from Parade Accessible Viewing. 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, Parade Accessible Viewing.

#### ***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 Parade Accessible Viewing 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**

1. You must have a valid ticket or other authorisation/accreditation to enter Parade Accessible Viewing. One ticket is only valid for the admission of one person. Forging a ticket will result in denial of entry or immediate eviction from Parade Accessible Viewing.
2. Notwithstanding anything else in this Conditions of Entry, SGLMG may refuse entry to, or evict, any person from Parade Accessible Viewing at its sole discretion.

### **SMOKING AND ALCOHOL**

3. This is a non-smoking venue.
4. This is a non-licensed venue. You must not bring, offer and/or consume alcohol within Parade Accessible Viewing.

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

5. Patrons, workers and performers must respect all others and 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).
6. SGLMG may inspect or search all persons and all personal possessions (including clothing, bags, containers or packages you bring or intend to bring into Parade Accessible Viewing). Failure to comply may result in you being prevented from entering Parade Accessible Viewing, or being evicted from Parade Accessible Viewing.
7. 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 the safety of the event 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 Parade Accessible Viewing without refund.
8. 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.
9. The following items must not be brought into Parade Accessible Viewing:
  - any liquids (including alcoholic beverages, e-cigarette liquids and pump sunscreen greater than 400mL);
  - illegal or Illicit substances;
  - glass (including perfume bottles and makeup containers);
  - fireworks, sparklers, flares, lasers or laser pointers;
  - 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;
  - unless approved by us, 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.
10. Persons entering the premises are reminded to not leave personal items such as bags unattended. Unattended bags will be considered suspicious items until proven otherwise.
11. In caring for safety of all patrons, workers and artists, 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 Parade Accessible Viewing;
  - who refuses to submit to security screening upon entering Parade Accessible Viewing or inside Parade Accessible Viewing;
  - 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 17 below).

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

12. Closed circuit television (CCTV) cameras may be used at this event.
13. 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 Parade Accessible Viewing, 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).

14. 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**

15. Attending Parade Accessible Viewing 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 Parade Accessible Viewing at their own risk.
16. 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 Parade Accessible Viewing, or being removed from Parade Accessible Viewing, because of your failure to comply with these Conditions of Entry (including the COVID-19 Entry Requirements, as defined in clause 17 below);
  - for any death or personal injury howsoever caused at Parade Accessible Viewing; and
  - any damage to, or loss or destruction of, property howsoever caused at Parade Accessible Viewing.

### **COVID-19 REQUIREMENTS**

17. Access to Parade Accessible Viewing 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 Parade Accessible Viewing, 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 Parade Accessible Viewing.

### **APPLICABLE LAW**

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