

## Terms and Conditions (T&Cs)

Tickets are sold subject to the Presenter (BURN Arts Inc. – ABN 86 650 321 682) and any third party vendor's 'Terms and Conditions' of sale which are available for review at the time of purchase.

The Terms and Conditions of sale, entry and participants' presence at Simplifyre ("the event") include but are not limited to the following:

1. The name on the ticket must match the photo ID of the person attending the event.
2. Tickets will not be refunded under any circumstances, including but not limited to the possible non-appearance of any group expected by the Ticket Holder or any adverse weather conditions.
3. A change in personal circumstances of the Ticket Holder does not entitle the return or the exchange of the ticket.
4. Tickets should not be resold above face value. If a ticket is resold then ownership must be transferred to the purchaser using the ticket transfer system provided by the Presenter's third party provider, Tixel. Once the transfer is complete the original ticket will not be valid for entry to the event.
5. Lost, stolen or damaged tickets will not be replaced.
6. Tickets only provide access to areas as indicated by signage at the event.
7. Children under the age of 18 must be accompanied to the event by a ticket holding parent or legal guardian.
8. Children under the age of 16 must be accompanied by a ticket holding parent or legal guardian at all times.
9. BURN Arts Inc. reserves the right to add, withdraw or substitute any elements of the program or vary the advertised event ticket prices or patron capacity at any time without notice.
10. Participants must observe the Event's set arrival and departure times onsite. Check the Simplifyre website closer to the event date for any updates or changes to these times.

11. Participants must follow the direction of all Event Operations Personnel, Rangers and lead community organisers at all times.
12. Community standards of behaviour are expected and persons deemed to be behaving in a manner that is dangerous or unacceptable will be refused admission and/or removed from the site.
13. Participants must remain within the event site perimeter. Persons found outside the event site's immediate boundaries will be considered trespassers and subject to prosecution.
14. As good environmental custodians and in respect of our 'Leaving no Trace' policy, the following applies:
  - a. Entry into the event site is subject to vehicles, equipment and personal belongings being free of soil (dirt and mud) and noxious or invasive plant matter (weeds and their seeds); and
  - b. Participants must not swim, bathe or dispose of any products or liquids in any dams or bodies of water in the site or its vicinity
15. The following items are prohibited on the event grounds: illegal substances, firearms, dogs or pets (guide dogs are the exception).
16. You agree to bring enough water to drink, cook and for ablutions for the entire duration of the event. You acknowledge that one of the principles of the event is RADICAL SELF RELIANCE and there is no water onsite for participants to use for the above activities.
17. Purchase of ticket and/or entrance to the event indicates acceptance of the following warning and waiver of liability: The property you are about to enter is a private site, where you are further warned and advised that BURN Arts Inc. and/or the land it is staged on is an inherently dangerous place that may contain all manner of obstacles, risks and dangers, both known and unknown, natural and man-made which may result in loss or damage to your property, personal injury or even death. Knowing this to be the case, you voluntarily assume the risk of serious injury or death if you choose to come onto the property and do so at your own risk, waiving and foregoing any rights to make claims for losses and injuries.
18. **YOU KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY OR DEATH, WHICH MAY OCCUR BY ATTENDING THE EVENT AND HEREBY FOREVER RELEASE, DISCHARGE AND HOLD BURN ARTS INC. HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF**

ARISING FROM THE NEGLIGENCE OF BURN ARTS INC., OR BY THIRD PARTIES, AND YOU ASSUME FULL RESPONSIBILITY AND LIABILITY FOR YOUR PARTICIPATION.

19. You understand that during the event art installations, theme camps, vehicles (including but not limited to 'art cars'), events and performances will be held and/or on display and you understand that most of these activities are not owned or operated by BURN Arts Inc., and **YOU ASSUME ALL RISKS OF INJURY OR DEATH ARISING FROM THEIR OPERATION AND FROM PARTICIPATION IN ANY OF THESE ACTIVITIES. PARAGRAPH 17 APPLIES TO ANY INJURY YOU MIGHT SUSTAIN RELATING TO YOUR PARTICIPATION IN ANY OF THESE ACTIVITIES.**
20. You understand that some participants at the event may engage in expressive activity and dress, which may include nudity (partial or otherwise) and other types of expressive activity. You agree that such expressive activity and dress is not indecent nor offensive to you, and that you have decided to attend the event with full knowledge that such expressive activity and dress may occur. If you are accompanied by minors at the event, you acknowledge that you have made a choice that the minors may be exposed to the expressive activities and dress that take place at the event, and that you have exercised parental responsibility and control in bringing the minors to the event. Should you find that any activity at the event is offensive to you, or to any minors accompanying you, then you acknowledge that you can avoid such activity by, among other things, leaving the vicinity of the activity, or leaving the event.
21. Reading the Survival Guide (available closer to event start) is mandatory for all first time attendees, and furthermore being familiar with the Survival Guide is required for all participants at the event.