

## TERMS AND CONDITIONS OF PURCHASE, EVENT REGISTRATION, ENTRY AND ATTENDANCE

Event registration, entry and attendance and the purchase of a Ticket (if applicable) are subject to the below terms and with our [Privacy Policy and Statement](#) (together, **Terms**) and use of this website is subject to our website [Terms Of Use](#).

By purchasing a Ticket and attending the Event you acknowledge you have read and agree to these Terms (which may be updated periodically). If you register online before the Event you agree to check these Terms immediately before attending to make sure you have a current understanding of them. If you do not agree to these Terms, you must not make a purchase and/or attend the Event.

### 1. Definitions

1.1 In these Terms: **'we'**, **'us'** and **'our'** mean Boating Industry Association ABN 61 000618 468 2 Maritime Court, Rozelle NSW 2039 and **'you'** and **'your'** refer to persons who register and/or attend the Event.

In addition: **'Consumer Laws'** mean the Australian Consumer Law under the Competition and Consumer Act 2010; **'Event'** means the Boat Show held between 30 July – 2 August 2026 at the **Venue**; **'Ticket'** means the entry ticket purchased by you in connection with the Event; **'Loss'** includes any liability, cost, claim, damage, loss or expense to persons or property; **'Management'** means the Venue owner and/or manager; **'Venue'** means Sydney Showgrounds, Olympic Park, NSW.

### 2. Eligibility to Register and Attend

- 2.1 A person aged under 14 years old at the date of entry to the Event may enter the Venue and participate in the Event provided the person is registered and has a Ticket and is under the care and supervision of a person over 18 years of age who has purchased a Ticket. People aged between 14 and 16 years of age at the date of entry to the Venue may enter the Venue and participate in the Event provided they have registered and obtained a Ticket. Proof of age may be requested.
- 2.2 We and/or Management reserve the right to inspect and/or search bags brought into or being taken out of the Venue and to search all persons, their clothing and other items of such persons.
- 2.3 We and/or Management may, at our sole discretion, refuse entry to or remove any person from the Venue without entitlement to a refund, including any person who seeks to protest or campaign about an issue or subject, or causes a nuisance or disturbance or fails to comply with these Terms or the reasonable requests made by us and/or Management.
- 2.4 For the comfort, safety and enjoyment of all persons, we and/or Management advise that persons who gain unauthorised access to the Event and/or any of the event specific areas may be liable for prosecution.
- 2.5 Only the following concession cards will be accepted: Pensioner Concession Cards, Veterans' Affairs Gold Cards and NSW Companion Cards (and only if the carer is attending with the person in their care and holding a valid NSW Companion Card). Please note that Seniors Cards will not be accepted.

### 3. NSW Health Conditions of Entry

3.1 You may NOT enter the Venue if you are unable to comply with any reasonable direction, we and / or Management give, expressly including any direction to comply with NSW Health directions or regulations.

### 4. Ticket Cancellations, Variations Transfers and Refunds

- 4.1 Before finalising your Ticket purchase you should review the dates and location of the Event or component or activity of the Event and ensure they suit your personal circumstances. Subject to any statutory rights you may have to cancel and receive a refund (including your rights under Consumer Laws) there is no general right to cancel and receive a refund, if the Event or other activity of the Event takes place.
- 4.2 No refunds or exchanges will be made for any online Ticket sales except as required by the Consumer Laws.
- 4.3 Tickets purchased may be transferred for that time to another person by contacting the Ticket seller and maybe subject to an administration fee. No changes can be made to Ticket times booked.
- 4.4 We may cancel the Event or a component or activity of the Event due to unforeseen reasons. In such case, the Event or a component or activity of the Event may be rescheduled. If the Event or a component or activity of the Event to which the Ticket relates is cancelled, you have a right to obtain a refund of legitimately purchased Ticket but may need to apply for a refund or otherwise follow our reasonable refund process. We may charge a reasonable fee in the event of a refund.
- 4.5 We may also postpone or change the Event dates or duration or the hours during which the Event is open or change the Venue or location. We may also cancel, withdraw, postpone or re-schedule or otherwise vary any components or activities, including displays, keynote speakers, session presenters, timetables or programs or any other aspect of the Event for unforeseen reasons. We do not represent that there will be space for you to observe any particular displays or activities at the Event.
- 4.6 Subject to your rights under this clause or unless required by law, we do not accept any liability for Loss or inconvenience caused by such cancellations or changes.
- 4.7 Tickets may not be resold or offered for resale at a premium and or through auction or similar websites or used for advertising, promotion or other commercial purposes (such as trade promotions or to enhance the demand of or for other goods or services) without our consent. Tickets that are sold or otherwise dealt with breach of this condition may be cancelled without a refund and the person may be refused admission.

### 5. Safety and Security

5.1 You must comply with applicable health and safety laws, report all accidents or emergencies or other incidents to us or to Management and follow all safety and security related directions and Venue specific rules.

- 5.2 Persons aged between 14 and 16 years of age may enter the Venue under their own supervision.
- 5.3 A person under the age of 14 years must always be under the supervision of a person over 18 years of age. The adult guardian / supervisor is responsible for the care and conduct and the acts or omissions committed by persons who they have brought to the Event.
- 5.4 CCTV or other surveillance may be used for security or safety reasons but does not guarantee your safety or security.
- 5.5 Smoking is not permitted at the Venue (except at officially designated smoking areas - if any).

## **6. Photographs and Recordings**

- 6.1 You consent to being photographed, filmed or recorded and for such photographs, images or recordings to be used by us, Management or other third parties for any legitimate purpose without acknowledgement or compensation to you.
- 6.2 You may use personal cameras and video cameras for private use only. Professional photography and recording equipment are not permitted without our prior written approval.

## **7. Risk and Indemnity**

- 7.1 You enter the Venue, attend the Event voluntarily and at your own risk, including risk to persons and property.
- 7.2 To the extent permitted by applicable laws, you agree (a) that neither we, nor Management, will be liable to you for and (b) to waive and release us and Management from all Loss you suffer in connection with your entry to or attendance (or non-attendance) at, or otherwise in connection with the Event (expressly including any event or incident outside our control).
- 7.3 You agree to indemnify us and Management from any Loss caused by, arising out of, or connected with your entry or attendance at the Event or your breach of these Terms.
- 7.4 Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under Consumer Laws which cannot be excluded, restricted or modified by agreement.

## **8. Privacy**

- 8.1 You consent, under privacy and other applicable laws to the collection of your personal information for the purpose of conducting the Event including:
- a. the disclosure of your personal information to us for the purposes stated in BIA's Privacy Policy including to contractors, our suppliers, Event Sponsors and others involved in organising and participating in the Event; and
  - b. the use of your personal information by us and other persons referred to in subclause 8.1 a. for the purpose of informing you of products, services and/or events organised or promoted by us and these persons.

## **9. General Rules**

- 9.1 Vehicles and other transportation devices including but not limited to skateboards, bicycles, scooters, roller blades and roller skates (except if required for a disability or approved by us and/or Management); alcohol, animals (except for guide animals required for a disability or approved by us and Management); dangerous, controlled or illegal substances and any items which may cause a nuisance or danger are prohibited from the Exhibition and Venue and are subject to immediate confiscation by us or Management.
- 9.2 You must comply with all rules, signs and notices at the Venue and follow any reasonable directions given to you by us or Management.
- 9.4 You must not undertake any unauthorised commercial activity at the Event or Venue, including that you must not distribute or display any unauthorised promotional or advertising materials.
- 9.5 If any part of these Terms is unenforceable, the unenforceable part shall be severed to the extent that it is unenforceable and the remainder enforced to its full effect.
- 9.6 These Terms are governed by the laws and courts of the State in which the Venue is located. -END-