

# Conditions of Entry

## DEFINITIONS:

- 'Event'** means an event conducted at the Centre;
- 'Hirer'** means an entity licensed to use the Centre to present the Event;
- 'Manager'** means the manager of the Centre or any of their respective agents;
- 'Patron'** means any person who enters the Centre at any time whatsoever, whether as the holder of a ticket or otherwise;
- 'Centre'** Darwin Convention Centre

1. Patrons entering the Centre must have a valid Event ticket, accreditation pass, invitation or registered to attend a specific event or function.
2. On arrival and for the purposes of entry into the Centre for the Event, the Centre may exchange a General Admission ticket for a wristband.
3. Any person entering or attempting to enter the Centre without prior authorisation or not in possession of a valid ticket to attend an Event, may be liable for prosecution.
4. All tickets or event registrations must abide by the terms and conditions of purchase as set out by the Hirer.
5. Patrons who are late for an Event may not be admitted until there is a suitable break in the Event.
6. The Patron must only occupy the seat specified on their ticket.
7. All complaints and claims arising out of or in connection with an Event, including but not limited to, admittance and seating at the Event, shall be directed to the Hirer.
8. If under the legal drinking age, a Patron shall not attempt to purchase and/or consume any alcohol at the Centre. If of legal drinking age, the Patron shall not consume such quantity of alcohol which would be unlawful. As the Centre is a licensed premises:
  - Alcoholic beverages must not be taken from the Centre.
  - No external alcoholic beverages will be permitted entry to the Centre.
  - Intoxicated and/or disorderly persons will be refused entry or evicted from the Centre.
  - Alcohol may not be permitted inside the Centre and/or auditorium at some Events.
  - It is an offence for minors to purchase and/or consume alcohol.
  - It is an offence to purchase liquor for, or to supply liquor to a minor.
  - Persons supplying liquor to minors will be reported to Police. Penalties apply under relevant State legislation.
9. On occasions there will be a requirement for all drinks to be decanted. Patrons are advised that drink spillages could occur in which case the floor may become slippery.
10. Patrons are required to be aware that once inside the Auditorium lighting levels may vary.
11. Patrons required to show a valid identification (ID) as proof of identity must produce one of the following:

- A valid Passport with a photograph
  - A valid Australian Drivers Licence
  - A valid State Proof of Age or Photo Card
12. For the safety of Patrons during the course of an Event, strollers and prams will not be permitted entry into the Auditorium. Alternative areas to park prams and strollers will be provided on an event by event basis.
13. Any Patron, 15 years or under, must be accompanied by an adult.
14. Smoking is prohibited in all areas of the Centre except for those specifically designated as a smoking area. Smoking includes the use of electronic cigarettes and other electronic imitations or simulation devices. Patrons who fail to obey a direction from authorised person/s to cease smoking, may be immediately evicted from the Centre.
15. The Hirer, its agents, or the Manager may, in their absolute discretion, conduct searches of Patrons for any items which are prohibited by law or prohibited by these Conditions of Entry. Depending on the Event, walkthrough metal detectors, x-ray machines, visual searches, handheld metal detectors, bag searches and external pat-downs of persons are types of methods which may be used to search Patrons attending the Centre.

Unless expressly authorised by the Manager, possession of the following items is prohibited at the Centre:

- All professional cameras (those with detachable lenses or telephoto lenses);
- Audio/visual recording devices;
- Selfie sticks, monopods and tripods;
- Drones or other remote controlled devices;
- Broadcasting or transmission equipment;
- Cans, bottles (including glass or metal) and containers;
- Eskies or hard cased cooler bags;
- External/Commercial food and drink. Patrons are permitted to enter with a limit of one (1) sealed 600mL PET bottle of water, per person, except when there is a 'Full Decant' policy in place for any given Event;
- Bags larger than 30cm x 30cm in seated areas;
- Bags larger than 15cm x 20cm for a general admission standing floor;
- Backpacks of all sizes;
- Alcohol and e-cigarettes;
- Illegal or illicit substances;
- Chewing gum;
- Liquids greater than 100ml (e.g. perfumes and aftershaves etc.);
- Large spiked wrist or neck bands, spiked or studded belts;
- Knives, weapons, scissors and chains;
- Lasers and laser pointers;
- Glo-sticks and other such illuminating objects;
- Permanent marker or felt type pens;
- Aerosol canisters;
- Musical instruments including Horns, trumpets, sirens or other noise making devices;

- Banners, posters, flags or signs larger than an A3 sheet of paper;
- The Manager has the right to review content and has the right to refuse lewd or offensive material of any items or clothing entering the Centre;
- Fireworks or flares;
- Motorbike helmets or any face coverings deemed inappropriate by the Manager;
- Large umbrellas (longer than 300mm when in the closed position);
- Bicycles, skateboards or skates;
- Animals (excluding service animals); and
- Any other item deemed by the Manager in its absolute discretion, to be inappropriate, illegal, unsafe or hazardous in any way.

The Manager reserves the right to, at any time, add items to the prohibited items list.

16. Patrons with any items found to be in breach of these Conditions of Entry may have the items confiscated or be given the option of securing the item themselves.
17. Patrons are responsible for their own personal possessions and must not leave bags or possessions unattended at any time.
18. All Patrons must wear appropriate attire for a public place at all times, including footwear. Any clothing with lewd or offensive writing, images or imprints may not be worn at the Centre. As designated by federal police The Manager reserves the right to determine whether attire and footwear is appropriate to access the Centre, including in regards to accessing a general admission standing floor and corporate areas.
19. A Patron shall not transmit or aid in transmitting any description, picture, account or reproduction of an Event without the authorisation of the Hirer and the Manager. If the Patron makes such a transmission, description, picture, account or reproduction of an Event which is subsequently confiscated by the Hirer or the Manager or their agents, it shall become the property of the Manager. The Manager, the Hirer, their agents and licensees may utilise the Patrons image or likeness incidental to any photographic record, live or recorded video display or any other visual or audio transmission or reproduction in whole or in part of the Event.
20. Patrons voluntarily assume all risk of all damage and loss - including property damage, personal injury (fatal and non-fatal), economic and consequential loss - whatsoever and howsoever arising (including by negligence) at the Centre including damage or loss caused by the acts or omissions of other Patrons including employees, agents or licensees of the Manager or Hirer or any other person or thing present at the Centre. The movement of Patrons within the Centre and its surrounds will be subject to the monitoring by CCTV cameras, in combination with facial recognition technology.
21. Medical Conditions - If you have a medical condition that requires you to carry medication (i.e. Epi-Pens, insulin pens, syringes etc.) or if you have a medical insert such as a pacemaker, please let security personnel know upon arrival. The Centre has a First Aid team on duty at every Event, should you require medical assistance or observe someone you believe requires medical assistance, please advise a Centre team member immediately. The Centre has a duty of care to its Patrons and staff and may escalate a medical incident to the State Ambulance Service if they determine they are required. Should any Patron require or receive medical treatment while at the Centre, it is imperative that the Patron take all reasonable steps to notify the Manager of the circumstances of the incident and the treatment required or received. The Manager will keep a record of all incidents and treatments, which will be handled confidentially and sensitively. At all times the overriding priority is the health and safety of all Centre staff and Patrons.

22. Patrons may not bring animals into the Centre other than an assistance animal in the company of its registered owner. Service animals must display a companion vest/lead for ease of identification.
23. Patrons of the Centre must not solicit, display, attempt to sell or distribute any goods or advertising, promotional or political materials (or similar) to any other person.
24. The distribution of leaflets, selling of any goods, merchandise tickets or collections at the Centre is prohibited without the appropriate license and the expressed permission of the Manager.
25. The Hirer and the Manager reserve the right to refuse admission to, or eject from, the Centre without compensation, any Patron whose conduct is, or is deemed by the Hirer, the Manager or their agents, to be prohibited, unlawful, dangerous, disorderly or offensive, or who is not entitled to attend that Event – including those who enter a restricted access area or other area of the Centre which is generally not accessible to the general public.
26. The Hirer reserves the right, to add, withdraw or substitute Event participants, and to vary seating arrangements, audience capacity, venues or program times as it deems necessary, and the Hirer's exercise of this right shall not entitle the Patron to make any claim whatsoever against the Hirer or the Manager.
27. The Hirer or Manager may cancel, delay, interrupt or stop the Event due to dangerous situations, adverse weather or any other causes beyond its reasonable control, and such cancellation, delay, interruption or stoppage of the Event shall not entitle the Patron to make any claim whatsoever against the Manager or against the Hirer except, in the case of the Hirer, for and limited to a ticket for a replacement Event if scheduled or a refund of the appropriate portion of the base price of the ticket if the Event is cancelled and not subsequently rescheduled.
28. Ticket refunds or exchanges needs to be referred to the Hirer.
29. A Patron who breaches these Conditions of Entry may be denied access to or evicted from the Centre and/or be banned from attending future Events at the Centre. A Patron may be asked for identification for the purpose of enforcing these Conditions of Entry, including prosecution or other law enforcement purposes.
30. Patrons must not enter restricted areas without appropriate accreditation or approval from the Manager. Restricted areas include the field of play, performance areas or any other area deemed as restricted by the Manager or Hirer. Violators are subject to eviction and/or prosecution under relevant trespass legislation.
31. By entering into the Centre, a Patron consents to these Conditions of Entry