

## Blazing Swan Tickets and Event Attendance Terms and Conditions

BLAZING SWAN INCORPORATED 08 December 2023

**Please read and be aware of our Terms and Conditions before purchasing Tickets.**

In consideration of being allowed to participate in and attend the Blazing Swan event (the “Event” or the “Blazing Swan Event”), you (“Ticket Holder”, “you”, “your” or “Event participant”) agree to comply with any and all rules, regulations, terms and conditions of the Blazing Swan Event, including but not limited to the following:

### **TERMS AND CONDITIONS OF SALE**

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#### **INTRODUCTION**

Tickets are sold subject to Blazing Swan Incorporated – ABN 80 937 300 352 (“Blazing Swan”, “us”, “we”, or “our”) and any third party vendor’s terms and conditions of sale, which are available for review at the time of purchase, provided that such third party vendor’s terms and conditions are not inconsistent with the terms and conditions contained herein. The terms and conditions of sale, entry and presence at the Blazing Swan Event include the following terms and conditions (the “Terms & Conditions”) as well as all current Blazing Swan policies and rules as published on our Website including but not limited to our:

- Blazing Swan Fire Safety Rules;
- Blazing Swan Child Safety Rules;
- Blazing Swan Leave No Trace Rules;
- Blazing Swan Photography Rules;
- Blazing Swan Sound Rules;
- Blazing Swan Traffic Rules; and
- Blazing Swan Camping Rules.

By purchasing or accepting a ticket, including any tickets transferred to you using the Authorised Ticket Reseller, or attending the Event, you agree to abide by these Terms and Conditions and all current Blazing Swan policies and rules as published on our Website and recognise that all State and Commonwealth laws apply.

All Blazing Swan staff, volunteers, guests and contractors are required to hold a Ticket to the Event and are subject to these Terms & Conditions.

#### **GENERAL TERMS & CONDITIONS**

1. It is a condition of entry that each Ticket Holder in attendance at the Event holds a valid ticket. Failure by you to produce your ticket upon demand shall result in you being denied entry or being expelled from the Event.

2. Both Blazing Swan and the Ticket Holder are required to comply with Commonwealth and State Government mandated public health regimes, which may include Blazing Swan checking or requiring proof of the Ticket Holder's health status in the context of any applicable mandated public health regime.
3. If you have arrived at the Event site and we are required to deny you entry into the Event in order to comply with a Government mandated public health requirement, we will offer you a full refund on a validly purchased Event ticket, but we will not accept responsibility for any incurred or consequential costs involved in your preparation for the Event or any costs associated with your travel to or from the Event site.
4. Commonwealth, State and Local Government regulations apply at the Event site at all times. On-duty police and authorised agents of both State and Local Government may access the Event site at all times. It is your responsibility to be aware of and comply with all applicable laws, rules and regulations at all times.
5. You have rights and consumer guarantees under the Australian Consumer Law which cannot be supplanted by these Terms and Conditions. These Terms and Conditions do not constitute legal advice of your rights under the Australia Consumer Law and it is appropriate for you to seek independent legal advice on your rights.

#### **IF YOU HAVE BEEN SCAMMED, OR LOST A TICKET, OR BELIEVE YOUR TICKET HAS BEEN STOLEN**

6. If you believe you have been 'scammed' while attempting to purchase an Event ticket we encourage you to contact the Police and/or ScamWatch. You may also contact us. We may be constrained by privacy considerations from providing information to you, but we may be able to provide further information to police or to ScamWatch. The best defence against being scammed is to always use the Authorised Ticket Reseller.
7. Event tickets are issued attached to emails addressed to the person purchasing the ticket. If for some reason you have lost or are unable to access that email we can arrange for a fresh copy of that ticket to be issued to that original email address, subject to that ticket not having been sold or transferred to another person in the meantime.
8. If you believe your ticket has been improperly transferred or sold to another person you need to address your concerns to the person you understand now has the ticket, and any person you believe might have been involved in transferring that ticket. Blazing Swan will not transfer a ticket from one person to another without the clear consent of the person the ticket is being transferred from. Blazing Swan in those cases can give you the name of the person the ticket has been transferred to and the date and time it was transferred as this is information you should have been aware of, but no further information can be provided without a valid request from the police or a Court.

#### **SELLING AND TRANSFERRING TICKETS**

9. If you are unable to attend the Event due to any circumstance, including but not limited to Government mandated public health requirements, you will be expected to arrange to

transfer or resell your ticket or tickets as follows:

- (a) where the ticket belongs to a category of Non-Transferable Tickets, back to Blazing Swan for no more than the consideration that Blazing Swan attached to that ticket; or
  - (b) where the ticket does not belong to a category of Non-Transferable Tickets, to another party via the Authorised Ticket Reseller.
10. Tickets cannot be resold or transferred unless:
- (a) subject to clause 9(a), the transfer or resale is at, or below, their face value; and
  - (b) subject to clause 9(a), such resale or transfer occurs via the Authorised Ticket Reseller.
11. If Blazing Swan detects that a ticket is being resold or transferred in breach of clause 10 above, we reserve the right to cancel the ticket.
12. The Authorised Ticket Reseller will remain open until noon on the Wednesday before the Easter weekend specified in the State Government calendar.

#### **IN THE CASE OF A MAJOR CHANGE OR CANCELLATION OF THE EVENT**

13. In the case of a Major Change to the scheduled Event that occurs subsequent to you purchasing a ticket for that Event, you may apply for a full refund of that ticket provided that you do so BEFORE the originally scheduled opening date of the Event.
14. If the Event is cancelled by us PRIOR to the Event's scheduled starting time for any reasons except civil disturbance, riot or war, Blazing Swan will offer a refund to any person validly holding an Event ticket at that time. Only a single refund will be issued in respect to any ticket and it is the responsibility of the Ticket Holder to show that they are the current valid Ticket Holder.
15. Where Blazing Swan has issued a refund to a party in good faith, it will not enter into any dispute between parties disputing ownership of a ticket or entitlement to a refund and the parties will indemnify Blazing Swan for any future claims made.
16. If the Event is cancelled or inaccessible due to any reason at any time AFTER the commencement of the Event due to circumstances outside Blazing Swan's control, subject to any Australian Consumer Laws which cannot be excluded, Ticket Holders will NOT be entitled to a full or partial refund and Blazing Swan will not accept any responsibility for any immediate or consequential costs or damages associated with an Event participant's travel to or from or attendance at the Event.

#### **ENTRY AND WRISTBANDS**

17. Blazing Swan will comply with all State laws and regulations, including health and quarantine regulations at all times, and will require Ticket Holders seeking entry to the Event to do the same. If we are required to do so to be in compliance with Local, State or Commonwealth laws, our Ticket Gate staff are authorised to:

- (a) ask questions and require answers;
  - (b) if necessary seek proof of matters of fact;
  - (c) seek acceptance of conditions by the intending participant in relation to their entry to the Event site and their right to remain upon the Event site.
18. Entry to the Event site is only permitted to Ticket Holders who agree to have any vehicles, trailers, caravans, containers, packages, cases or bags they seek to bring onto the Event site searched for Forbidden Items and we may require such people to unlock or make accessible any of those things for inspection.
19. Any attempt to bring onto the Event site:
- (a) any Forbidden Items; or
  - (b) person(s) without a valid ticket or permission to enter the Event site (such as through concealment),

in a vehicle and associated trailer, caravan or container may result in all persons in that vehicle and associated trailer, caravan or container being refused entry to the Event site and their tickets being cancelled, with no refund being offered. Blazing Swan in these circumstances will not accept any responsibility for any immediate or consequential costs or damages associated with an Event participant's travel to or from or attempted attendance at the Event.

20. If you are aged 18 years or over, you will be required to show us proof of identity in the form of a government, corporate or institutional photo identification along with your valid ticket at our Event site Ticket Gate in order to gain authorised entry to the Event site. The name on your photographic identification must match the name on your ticket.
21. If you are aged 18 years or more, on presentation of a valid ticket and identification in accordance with clause 20, you will be given a Blazing Swan 2024 wristband which will be secured to your wrist by our Event site Ticket Gate staff. This wristband, while so secured, authorises you to enter onto and remain on the Event site for the duration of the Event. If you are found within the Event site without this wristband so secured you may be expelled from the Event site in accordance with Clause 39.
22. Persons under the age of 18 (“**the Minor**”) seeking to gain admittance to the Event site will be required to present at the Event site Ticket Gate in the company of a parent or guardian who has been authorised to enter the Event under the terms of Clauses 20 and 21. Such parent or guardian will be required to:
- (a) show a valid ticket for the Minor;
  - (b) if requested, show proof of age of the Minor, and proof of the parent or guardian's relation to the Minor;
  - (c) complete a ‘Parent/Guardian form’ at the Event site Ticket Gate for each Minor under their supervision; and
  - (d) provide an identifiable photo of the Minor.

23. Upon the satisfaction of the conditions in clause 22, each Minor will be allocated a distinctive 'Under 18 Blazing Swan 2024' wristband which will be secured to the wrist of the Minor by their parent or guardian under the supervision of Event site Ticket Gate staff.
24. If a Minor is subsequently found on the Event site without a 'Under 18 Blazing Swan 2024' wristband, Blazing Swan will trigger its 'Found Child Protocol'.
25. If a 'Blazing Swan 2024' or 'Under 18 Blazing Swan 2024' wristband issued by the Event site Ticket Gate staff is subsequently damaged or becomes unwearable during the Event, a replacement may be obtained upon presentation of the original wristband and proof that you held a valid ticket and identification when you entered onto the Event site. If you are unsure about where to obtain a replacement from, please approach our staff.
26. Blazing Swan staff, security staff hired by Blazing Swan and registered Theme Camp operators are empowered to:
  - (a) request Event participants to show their valid wristbands; and
  - (b) ascertain whether wearers of 'Under 18 Blazing Swan 2024' wristbands are under effective supervision of their parent or guardian, which will then initiate the Blazing Swan 'Found Child Protocol' if not so satisfied.

## **MINORS and PARENTS/GUARDIANS**

27. Minors may only enter onto and remain within the Event site if they have satisfied all the conditions for entry in Clause 22, and continue to wear the issued 'Under 18 Blazing Swan 2024' wristband.
28. A parent or guardian for a Minor is only a person recognised as such under State law. A statement from a parent or guardian assigning a Minor to another person is not an acceptable substitute, regardless of whether it is verbal, written or attested.
29. Minors at the Event must be under the effective supervision of their parent or guardian at all times. A parent or guardian is responsible for ensuring that a Minor under their supervision does not put themselves in the way of harm or harm others, or act in any manner contrary to the minimum standards expected of all Event participants and the specific standards expected of Minors, specifically:
  - (a) A Minor found on the Event site wearing a 'Blazing Swan 2024' wristband in the place of an 'Under 18 Blazing Swan 2024' wristband will be expelled from the Event in accordance with Clause 39, along with any associated parent(s) or guardian(s) and all other Minors associated with those parents or guardians. In these circumstances Blazing Swan will NOT offer to fully or partially refund the cost of tickets held by any of those parties, nor will we accept any responsibility for any immediate or consequential costs or damages associated with an Event participant's travel to or from or attendance at the Event site.
  - (b) A Minor found on site obtaining alcohol, or attempting to obtain alcohol, or drinking alcohol will be expelled from the Event in accordance with Clause 39, along with any associated parent(s) or guardian(s) and all other Minors associated with those parents or guardians. In these circumstances Blazing Swan will NOT offer to fully or

partially refund the cost of tickets held by any of those parties, nor will we accept any responsibility for any immediate or consequential costs or damages associated with an Event participant's travel to or from or attendance at the Event site.

- (c) A Minor who is found on site NOT under the effective supervision of their parent or guardian, will trigger Blazing Swan's 'Found Child Protocol'.
- (d) A Minor who is the subject of more than one 'Found Child Protocol' incident may be expelled from the Event in accordance with Clause 39, along with any associated parent(s) or guardian(s) and all other Minors associated with those parents or guardians. In these circumstances Blazing Swan Incorporated will NOT offer to fully or partially refund the cost of tickets held by any of those parties, nor will we accept any responsibility for any immediate or consequential costs or damages associated with an Event participant's travel to or from or attendance at the Event site.

### **ILLEGAL, THREATENING, NON-CONSENSUAL AND OTHER UNACCEPTABLE BEHAVIOUR**

- 30. Blazing Swan has a zero tolerance approach to Event participants engaging in any illegal, threatening, inappropriate or non-consensual activity or other behaviour, which may include, but is not limited to aggressive, riotous, abusive, offensive, racist, sexist or insulting actions towards other participants, staff or any other persons at the Event site or actions that present a risk to property or to the environment or to themselves.
- 31. If in the opinion of Blazing Swan, activity in clause 30 is detected:
  - (a) Blazing Swan's staff and/or security staff hired by Blazing Swan may contact local Police who have unlimited access to the Event site;
  - (b) without prejudice to any Police inquiry or action, Blazing Swan may expel from the Event site any person(s) who we reasonably believe is engaging or has engaged, or is very likely to engage in such activity.
- 32. Blazing Swan makes all reasonable efforts to detect and prevent any activity falling within clause 30 at our Event.
- 33. Blazing Swan relies on Event participants to:
  - (a) take reasonable steps to secure their own health and safety, and the safety of their possessions;
  - (b) be vigilant and active in caring for the health and safety of other Event participants and their property.
- 34. Event participants with concerns or information are invited to contact Blazing Swan staff and may do so confidentially, subject to any legal obligations that we may have to disclose such information.
- 35. Event participants are expressly forbidden from:
  - (a) swimming or bathing in, or entering any dam, creek, waterway or water tank in or in the vicinity of the Event site;

- (b) driving or operating or parking a vehicle within the Event site except in accordance with the Blazing Swan Traffic Rules; and
  - (c) camping or erecting any structure except in authorised areas in accordance with the Blazing Swan Camping Rules.
36. Event participants are expressly forbidden to bring, or attempt to bring, onto the Event site or have in their possession any of the following items:
- (a) illegal drugs;
  - (b) firearms;
  - (c) weapons;
  - (d) pyrotechnics, explosives, fireworks or flares;
  - (e) lasers that have not been registered with us prior to the Event;
  - (f) hazardous chemicals or materials that have not been registered with us prior to the Event;
  - (g) drones that have not been registered with us prior to the Event;
  - (h) any unlicensed vehicle not registered with us prior to the Event; or
  - (i) any animal that is not pre-approved by us, with the exception of Assistance Animals recognised by law in Western Australia.
37. Any person who has, or who has attempted to bring onto the Event site any of the items in clause 36 may be expelled from the Event in accordance with Clauses 39.
38. Event participants must always follow the reasonable directions of Blazing Swan staff and security staff hired by Blazing Swan Incorporated. Furthermore, Blazing Swan supports the expectation of Theme Camp staff and Mutant Vehicle operators that visitors to Theme Camps and occupants of Mutant Vehicles will follow the reasonable directions of Theme Camp staff and Mutant Vehicle operators and will comply with any reasonable conditions that Theme Camps or Mutant Vehicle operators impose upon participants entering or remaining on their Theme Camp sites or Mutant Vehicles, subject to those conditions being posted somewhere that is both accessible and visible within the Theme Camp site or on the Mutant Vehicle.

## **EXPULSION FROM THE EVENT**

39. Blazing Swan reserves the right to expel you or a person attending the Event from the Event site where, in our opinion, a person:
- (a) breaches any of these Terms & Conditions;
  - (b) attempt to breach any of these Terms & Conditions;
  - (c) has committed an act which under these Terms & Conditions empower us to expel;

- (d) has made a false statement or declaration on any application or document required by Blazing Swan, or in response to any reasonable question or inquiry made by Blazing Swan staff or by security staff hired by Blazing Swan; or
  - (e) has failed to provide reasonably sufficient information on any application or document required by Blazing Swan, or in response to any reasonable question or inquiry made by Blazing Swan staff or by security staff hired by Blazing Swan.
40. A person or persons expelled from the Event site:
- (a) gives consent for their removal from the Event site to be video-graphed should Blazing Swan wish to do so to share with Police or in support of Court action;
  - (b) acknowledges they have no right to re-enter the Event site; and
  - (c) are expected to provide for their own transport away from the Event site in accordance with clause 62.
41. Unless we have expressly stated otherwise in these Terms & Conditions, where a person is expelled from the Event site, removed from the Event Site, or refused entry to the Event Site:
- (a) any refund of the cost of a validly held Event ticket will be entirely at the discretion of Blazing Swan;
  - (b) we will not accept any responsibility for any immediate or consequential costs or damages associated with an Event participant's travel to or from or attendance at the Event site;
  - (c) that person's ticket is immediately cancelled and cannot be transferred or assigned to another person or subsequently used to establish an entitlement to any benefit except as provided for in clause 41(a).
42. In all cases where a parent or guardian or Minor is expelled, removed or refused entry to the Event, the parties including all the Minors associated with that parent or guardian may be expelled at the same time. All Event tickets held by those people may be cancelled with immediate effect.
43. Any person who is expelled from our Event, may be banned for life from attending any Event subsequently run by Blazing Swan. The details of any such person or persons may be shared with Sister Events worldwide.
44. You acknowledge we may rely on information provided to us by:
- (a) organisers of Sister Events; or
  - (b) our staff, volunteers and members of the Blazing Swan community.
45. The information under clause 44 may include but is not limited to information relating to:
- (a) prior incidents of conduct that may fall within clause 30; or
  - (b) violations of terms and conditions for their events.



46. We have the right to cancel a ticket to the Event, refuse entry or remove a Ticket Holder from the Event based on any information provided to us under clause 44. We will do so where, in our opinion, such conduct:
- (a) would have constituted a breach of clause 30 if it had occurred at our Event;
  - (b) would constitute a breach of our 11 Principles, Five Core Values or Statement of Inclusion; or
  - (c) your attendance places an unacceptable risk to the other Event participants, Event staff or contractors.
47. Whilst we will make reasonable efforts to verify the accuracy of the information received under clause 44, and to act promptly upon receipt of any such information, Ticket Holders understand and agree that decisions regarding entry and removal may be made in the interest of ensuring a safe and enjoyable experience for all Event participants.
48. Where we take action in accordance with clause 46, we may offer the Ticket Holder a full or partial refund on a validly purchased or acquired Event ticket, but we will not accept responsibility for any incurred or consequential costs involved in their preparation for the Event or any costs associated with travel to or from the Event site.

## **VARIATIONS TO THE ADVERTISED EVENT**

49. Subject to Clause 13, Blazing Swan Incorporated reserves the right to add, withdraw or substitute any elements of the program or vary the Event ticket prices or change the Event participant capacity at any time.

## **LIMITATION OF LIABILITY**

50. Other than where we cannot exclude our liability by law, Blazing Swan (and its staff, contractors and agents) shall not be liable for any loss, cost, expense, injury, claim or damages suffered or sustained by you and Event participants at the Event site or the Event.
51. Where permitted under the Australian Consumer Law, Blazing Swan limits its liability in respect of a breach of any statutory guarantee under the Australian Consumer Law in the manner set out in sections 64A(1)(a) and 64A(2)(a) of the Australian Consumer Law.
52. To the full extent permitted by law, Ticket Holders waive all legal rights of action against and fully release Blazing Swan, staff, contractors and volunteers for all claims for compensation for loss, damage, injury or death howsoever arising out of or in relation to entry to the Event site and their attendance at the Event.
53. Blazing Swan accepts no responsibility for any expenses or damages arising out of our reasonable decision to expel a person from, or to refuse a person entry to, the Event.
54. In the case that subsequent evidence is presented that changes our view that the expulsion was warranted, Blazing Swan will offer a remedy that is limited to an apology or

explanation in our Social Media and a refund of that proportion of the cost of any Event ticket or tickets equivalent to the time between the expulsion taking effect and the Event closure.

## **ACCESS TO THE EVENT SITE**

55. Tickets only provide access to areas which are indicated by signage at the “Event”. Participants must not enter, or must obtain prior permission to enter, any area marked “Out of Bounds”, “No Entry”, “Private” or “Event Staff and Contractors Only”.
56. Participants must observe Blazing Swan’s arrival and departure times from the Event site. General Admission will be no earlier than noon on the Wednesday immediately prior to the Western Australia Easter Weekend and the Event site must be vacated by noon on the Tuesday immediately following the Western Australia Easter Weekend. Check online closer to the Event date for any updates or changes to these times.
57. Participants must remain within the Event site during the Event. Artworks and performances may only occur within the Event site. Participants shall not cause any persisting disturbance or modification to soil, land or vegetation outside the Event site boundaries. Leaving the Event site will cause participants to no longer be covered by Blazing Swan’s Public Liability Insurance.
58. Vehicle and pedestrian entry and egress to the Event site must only occur through gates designated at the Event site.
59. Participants should note that the surrounding farmland is strictly out of bounds and the owners of surrounding farmland may pursue the most vigorous possible penalties against anyone illegally entering onto or remaining upon their private property, or doing anything to threaten or harm livestock, crops, or any fixed or moveable assets on those farms.

## **TRAVEL TO AND FROM THE EVENT SITE**

60. You acknowledge that the Event site is located remotely, and you are aware of the potential challenges and considerations associated with attending an event in such a location.
61. We note that the nearest legal camping or accommodation locations are on the Kulin-Holt Rock Road approximately 2 kilometres beyond the Lake Grace turnoff, the Kulin Shire RV Camping area, and the Kulin Hotel. Camping in the adjacent bush, lake and road reserves is illegal, as is any trespass upon the neighbouring farms.
62. You are solely responsible for making your own travel arrangements to and from the Event site. This includes transportation, enroute accommodation, and any other related expenses. In the event that an Event participant is asked to leave the Event or if the Event ends prematurely for any reason, participants acknowledge and agree that they are responsible for their own travel arrangements, and any resulting travel adjustments or costs and should ensure that a mode of transportation is chosen that adequately allows for such flexibility.
63. To enhance safety and convenience, participants are encouraged to travel in groups where possible. While this is not mandatory, traveling in groups can provide additional support and assistance in the event of unforeseen circumstances.

## **CARERS AND ASSISTANCE ANIMALS**

64. Participants at the Event who require the assistance of an approved carer (being a person who provides personal care, support and assistance to another individual who needs it because that other individual is a person with disability, who holds a Western Australian Companion Card or equivalent) or a registered assistance animal may be accompanied by their bona fide carer or officially recognized assistance animal pre-registered with Blazing Swan.
65. Every person at the Event is required to hold a valid ticket and comply with all terms and conditions and policies, whether they are a volunteer, carer or otherwise. If you require the assistance of an approved carer in order to attend the Event, please use the drop-down box for Companion Card holders on the ticket purchase form.
66. Because pets are not permitted, if you require your assistance animal with you in order to attend Blazing Swan, we require that you pre-register your assistance animal by sending an email to [accessibility@blazingswan.com.au](mailto:accessibility@blazingswan.com.au) in order for us to plan with you for your arrival and notify Event site Ticket Gate staff of your attendance with an assistance animal.
67. We warn all participants that the Event venue may present a difficult physical environment for humans and animals alike. Inclement weather, fire, loud noises, crowds and flashing lights are all common, and if any of these would be too uncomfortable or pose a risk for either you or your assistance animal we ask that you carefully consider these factors as you decide whether to participate, with or without your assistance animal.
68. If you bring an assistance animal to the Event, you are required to ensure:
  - (a) the animal does not pose a risk or threat to any other person or assistance animals at the Event;
  - (b) the health and safety of that animal at all times; and
  - (c) the animal is in your control, or the control of a person known to you, at all times, which generally requires that the animal be on a leash or harness or in an appropriate enclosure.

## **ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS**

69. Your purchase of an Event ticket and/or entrance to the Event indicates acceptance of the following warnings and the limited waiver of liability at Clause 50:
  - (a) the property you will enter (i.e. the Event site) is a place where recreational services and activities are provided, where you are further warned and advised that the Event and/or the Event site is an inherently dangerous place that may contain 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;
  - (b) 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;
  - (c) you knowingly and voluntarily assume all risk of property loss, personal injury,

serious injury or death, which may occur by attending and participating in the Event and hereby forever release, discharge and hold harmless Blazing Swan, its committee, officers, volunteers, agents and assignees from any claim arising from any such risk that Blazing Swan could not have reasonably foreseen and reasonably mitigated;

- (d) you understand that during the Event, art installations, theme camps, vehicles (including but not limited to 'mutant vehicles' and '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 Blazing Swan, and you assume all risks of injury or death arising from their operation and from participation in any of these activities;
- (e) you understand that some participants at the Event may engage in expressive activity and dress, which may include partial nudity or nudity and other types of expressive activity and 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;
- (f) if you are accompanied by minors to 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;
- (g) 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; and
- (h) you understand and acknowledge that people are using film, video, and photographic cameras at the Event, and that your image may be captured on film, video, or photographs that may subsequently be displayed or disseminated without your consent or payment of compensation to you, and you release Blazing Swan from any liability due to such capturing, display, or dissemination.

## **MY OBLIGATION TO INFORM MYSELF ABOUT THE EVENT AND THE EVENT CULTURE**

- 70. In purchasing a ticket to and participating in our Event you should be aware that the Blazing Swan [Participant Survival Guide](#) includes information that may be crucial to ensuring your safety and the safety of others at the Event. At the Event you are expected to be aware of this information and act accordingly. The Blazing Swan Participant Survival Guide is available on the Blazing Swan Website in written and audio formats.
- 71. In purchasing a ticket to and participating in our Event you should be aware that all aspects of our Event and our community are shaped by our [11 Principles](#) and [Five Core Values](#) and [Statement of Inclusion](#). At the Event you are expected to be aware of these principles and core values and the Statement of Inclusion and model yourself and your expectations of others upon them.

## **BINDING AGREEMENT AND CHANGES TO THESE TERMS & CONDITIONS**

72. You understand that your use of a ticket or other entry credential for entry to the Event signifies your binding agreement to the Terms & Conditions in effect at the time of your entry to the Event site.
73. These Terms & Conditions may be varied at any time by Blazing Swan and it is your responsibility to ensure that you are aware of any such changes by checking our Website. We will make reasonable endeavours to contact anyone who might already hold a ticket and who might be affected by a change to our Terms & Conditions, and we will post the most up to date version of these Terms & Conditions at our Event site Ticket Gate.
74. If you become aware of a change to our Terms & Conditions that was subsequent to you purchasing your Event ticket, we will offer a full refund of your ticket if the change to the Terms & Conditions is unacceptable to you and you make the application for the refund prior to noon on the Wednesday prior to the 2024 Easter Weekend in the Western Australian calendar. In that case we will not accept any claims against us for costs or losses associated with your preparation for the Event or for any costs or losses associated with your travel to and from the Event site.
75. Wherever we offer a refund for an Event ticket the ticket is immediately voided and may not be transferred or sold by anyone other than Blazing Swan.

## DEFINITIONS

76. The terms below have the following meanings in these Terms & Conditions:
  - (a) **Authorised Ticket Reseller** means Tixel.
  - (b) **Commonwealth** means the Commonwealth of Australia.
  - (c) **Event site** means the site at which the Event is held, as noted on the Website.
  - (d) **Forbidden Items** means the items set out in clause 36.
  - (e) **Local Government** means the relevant local council, or local government authority in the location of the Event.
  - (f) **Major Change** means one or more of the following circumstances:
    - i. Our decision to relocate the Event beyond 350km by road from Perth;
    - ii. Our decision to reduce the Event duration from 144 hours to less than 72 hours.
    - iii. Our decision to reschedule the Event involving a delay of 6 months or greater from the originally scheduled Event start date.
    - iv. Our decision to resize the allowable attendance of the event by either:
      1. Reducing the maximum attendees by more than fifty percent; or
      2. Increasing the maximum attendees by one hundred percent.
  - (g) **Mutant Vehicle** means a vehicle operated by a collective of Event participants registered by Blazing Swan and authorised, subject to conditions imposed by Blazing

Swan, to operate that vehicle on the Event Site during the Event.

- (h) **Non-Transferrable Tickets** means:
- i. all tickets allocated by Blazing Swan to Blazing Swan Association Members;
  - ii. all tickets allocated by Blazing Swan to Blazing Swan volunteers;
  - iii. all tickets allocated by Blazing Swan to Blazing Swan authorised Theme Camp crews;
  - iv. all tickets allocated by Blazing Swan to Blazing Swan authorised Artwork crews;
  - v. all tickets allocated by Blazing Swan to Blazing Swan authorised Mutant Vehicle crews;
  - vi. all tickets allocated by Blazing Swan to guests of Blazing Swan volunteers.
- (i) **Sister Events** means:
- i. official Burning Man Regional Events across Australia;
  - ii. official Burning Man Regional Events worldwide;
  - iii. the Burning Man Event in the USA;
  - iv. events held by Theme Camps, including fundraisers;
  - v. WA community events that share a similar ethos and overlapping patronage with Blazing Swan, including (but not limited to) Liberator's events and Pox-Eclipse.
- (j) **State** means the state of Western Australia.
- (k) **Theme Camp** means a collective of Event participants who have joined together to present performance, art and/or services to the Event community, whose attendance and presentation of that performance, art or service has been authorised by Blazing Swan.
- (l) **Ticket Gate** means the designated entry point to the Event site.
- (m) **Website** means <https://blazingswan.com.au>.