

## MELBOURNE INTERNATIONAL FLOWER & GARDEN SHOW – CONDITIONS OF SALE AND ENTRY

1. These terms and conditions govern the supply of all tickets to the Melbourne International Flower and Garden Show (the “**Event**”) and entry to the Event venue (the “**Venue**”). You agree to these terms and conditions and you must ensure that any person under the age of 18 years of age (or otherwise incapable of giving consent) whom you buy or provide a ticket for will also comply.
2. Your ticket may not, without the prior written consent of International Management Group of America Pty Ltd (the “**Event Organiser**”), be resold or offered for sale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.
3. You agree to comply with all notices at the Venue and all directions from the Event Organiser. You may be removed from the Venue if you do not comply with any direction from the Event Organiser or its representatives. Your co-operation is greatly appreciated. The Event Organiser reserves the right to cancel your Event ticket at any time and for any reason by providing you with a full refund of your Event entry fee.
4. You agree to take any and all precautions set forth or recommended by the Event Organiser, applicable laws, rules, regulations, policies, regulatory authorities and/or medical professionals in relation to the Event, including (without limitation) in relation to the pandemic and / or public health emergency arising from the virus and respiratory illness known as COVID-19 or any associated strain, variety or mutation of that virus or illness (“**COVID-19**”).
5. Without limiting any non-excludable rights or remedies which you may have under the Australian Consumer Law you acknowledge that your Event entry fee is strictly non-refundable except as set out in these terms and conditions and/or as required by law:
  - a. (A) The Event Organiser reserves the right to alter the Event, including (but not limited to) changing the start time, Venue or format of the Event. In the event of such a change, you will be notified with as much notice as reasonably practicable. No refund in whole or in part of your Event entry fee shall be provided for any such alteration or change to the Event. (B) The Event Organiser reserves the right to re-schedule the Event to another date, in which case your Event entry will be valid for the new date. If you are unable to attend the rescheduled Event, you will have a reasonable time (which will be notified to you by the Event Organiser) to rollover and credit your registration and Event entry fee to the 2024 Event or obtain a refund of your Event entry fee. (C) The Event Organiser reserves the right to cancel the Event for any reason, including (but not limited to) circumstances beyond its reasonable control. Other than where the Event is cancelled (in whole or in part) due to COVID-19 or Government Directives as provided in sub-paragraph 5.b below, in the event of cancellation of the Event in its entirety, you will be eligible to rollover and credit your registration and Event entry fee to the 2024 event or receive a refund of your Event entry fee (for the purpose of this clause, in the event of cancellation of any one day of the Event, where you hold a one day or multi-day, you will be eligible to rollover and credit that day ticket to another day of the 2023 Event, or rollover and credit that day ticket to the 2024 Event, or receive a refund of your Event entry (if you hold a multi-day or any one day ticket, you will be eligible for a refund of a pro rata amount of the value of your multi-day ticket and/or a refund of your any one day ticket if not redeemed on another day). Any day of the Event will be deemed to be cancelled if on that day the Event has been open to the public for less than three (3) hours in total.
  - b. You acknowledge that the Event may be scheduled during a time at which the COVID-19 pandemic or a state of emergency, one or more State or Commonwealth Government directions, regulations or laws, including directions regarding the number of persons who are permitted to attend the Event (“**Government Directive**”) may impact on the Event Organiser’s ability to hold the Event. If the Event Organiser is required or decides to cancel or postpone the Event because of COVID-19 or a Government Directive, you agree that (notwithstanding any other provision of these terms and conditions) your registration and Event entry fee will be automatically rolled over and credited to the 2024 Event and you will not be entitled to receive a refund of your Event entry fee.

- c. Other than as specifically set out in this paragraph 5 and without limiting any non-excludable rights or remedies which you may have under the Australian Consumer Law, the Event Organiser will not be liable to you or any third party for any loss or damage (including indirect or consequential loss or damage) suffered as a result of or arising from or in any way connected to cancellation, postponement, re-scheduling, relocation or change to the Event or any part thereof (including any travel or accommodation expenses) and all of the Event Organiser's liability is limited to the amount for which the Event ticket was purchased or such lower amount which is specified in this paragraph 5.
6. You understand that the layout of the Venue may be unfamiliar to you, so you must take care at all times. You acknowledge that you are responsible for your own safety and for the safety of any children accompanying you. Ticket holders enter the Venue at their own risk. The Event Organiser advises you that some areas of the Venue are exposed to direct sunlight, heat and other elements.
7. Individually and collectively, the **"Released Parties"** are: the Event Organiser, emergency aid or medical personnel, sponsors, licensors, vendors, suppliers, contractors, and advertisers; local organizing committees, volunteers; the Venue and property (and rights) owners on which the Event takes place; public entities providing support for the Event; and each of their respective parents, subsidiaries and affiliated and/or associated companies, officers, directors, partners, shareholders, members, managers, representatives, agents, contractors, and employees.
8. You assume all risk and danger incidental to the Event and to the extent permitted by law you release the Released Parties from any liability for any damage, loss, liability or injury you may suffer in relation to your attendance at the Event and the assumption of such risk and danger howsoever caused including without limitation due to any negligence or other act or omission of the Released Parties. This includes situations and circumstances beyond the immediate control of the Event Organiser; the inherent risk of contracting illness(es) including, without limitation, COVID-19 which may exist anywhere people gather and are present, including the Event, becoming a carrier of COVID-19, and/or experiencing any resulting harm(s) including, without limitation, any symptoms of COVID-19 including, without limitation, shortness of breath, chest pain, loss of taste and/or smell, coughing, fever or chills, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting, headache, diarrhea and tiredness; death, fever, weight loss, irreversible pulmonary respiratory and/or neurological system damage, mental or emotional distress, temporary or permanent disability, loss of income, loss of employment, loss of financial or other opportunities, medical expenses (which may or may not be covered by insurance), cleaning expenses, mandatory self-quarantine, loss of licenses and similar approvals by any regulatory or self-regulatory body, investigation and/or prosecution by civil, criminal or other regulatory authorities and other harms and lost opportunities, whether economic, reputational or otherwise (collectively, the **"Harms"**); other undefined harm or damage which may not be readily foreseeable; and any other presently unknown risks and dangers (collectively, the **"Risks"**). **You understand that these Risks may be caused in whole or in part by your own actions or inactions, the actions or inactions of others participating in the Event, and/or the acts, inaction or negligence of the Released Parties, and you hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expense which you incur as a result of or in connection with your entry into the Event.** If you observe any Risks during your presence at, and/or attendance of, the Event or any portion thereof, you will immediately notify the nearest official and/or personnel of an Event Organiser and use best efforts to remove yourself from exposure to the same (to the extent possible given the nature and scope of the Event and each portion thereof). You agree to compensate the Event Organiser and/or the Venue for any damage, loss, liability or injury the Event Organiser and/or the Venue may suffer as a result of your willful, reckless or negligent acts or omissions at the Event.
9. You release the Event Organiser AND THE RELEASED PARTIES from any liability (to the extent permitted by law) for any loss, injury, damage of any description whatsoever suffered in relation to your attendance and participation at the Event, however so caused, and you indemnify them against all liability arising as a result of or in connection with your attendance at, and participation in, the Event including, without limitation, any loss of personal property and the Risks (including those pertaining to COVID-19 and/or any resulting Harm(s)).
10. You grant the Event Organiser and the sponsors, contractors and suppliers engaged by the Event Organiser in connection with the Event a royalty free right for use in perpetuity, to use and allow the use of your name, image, voice, likeness, photograph, interview and statement in broadcasts, telecasts, webcasts, media press materials, promotional materials and otherwise in connection with the Event.

11. No large eskies, stepladders, signs, banners, firearms, explosive devices, any item that could be used as a weapon; beach balls and other inflatable devices; bicycles, scooters, skateboards and roller-blades/skates; flags, banners or signs larger than 1m by 1m in size or with handles longer than 50cm in length; musical instruments and/or amplification equipment; unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols and leaflets or flyers; laser pointers, distress signals, whistles or loud hailers, dangerous goods; drones or remotely piloted aircraft etc, will be permitted at the Event.
12. You agree not to transmit or facilitate transmission of any account, description, picture or reproduction of the Event (including via the aggregation of data/statistics) other than for private domestic purposes (that is, you cannot sell, license, broadcast, publish or otherwise commercially exploit them) without the written consent of the Event Organiser. In particular you may not make available any moving footage, sound recordings, series of still pictures or aggregation of data/statistics taken at the Event on the internet or to mobile devices via mobile wireless technology. If notwithstanding this paragraph, you upload, publish or disseminate any content taken or made inside the Venue (including, without limitation, photographs, video recordings, data recordings or sound recordings) to a social media or any digital media platform, you consent to the commercial exploitation, throughout the world, of that content by any means (including, without limitation, by re-sharing or re-posting such content) by the Event Organiser and/or its commercial partners without compensation on a perpetual, irrevocable and worldwide basis.
13. No alcoholic beverages or glass bottles may be brought onto or taken from the Venue. Only sealed plastic bottles may be brought onto the Venue. Pets are not permitted within the Venue.
14. You are responsible for your own property whilst at the Venue. The Event Organiser will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into the Venue. You must not leave bags or packages unattended at any time. For safety reasons, any unattended bags or packages may be removed and/or destroyed. You accept and agree that bag checks may be conducted at any time.
15. You authorize the Event Organiser, its medical contractors and any other third party medical service provider at the Event to administer any medical assistance, treatment and/or transport you seek or to provide this on your behalf as deemed reasonably necessary in the circumstances (the costs of which you may be responsible for). In connection with any medical assistance, treatment and/or transport you seek or receive, you consent to the disclosure of your personal information and medical details concerning the incident to the Event Organiser, the Event Organiser's insurers and any other relevant third parties as determined by the Event Organiser. Any personal information collected in accordance with this clause will not be used by the Event Organiser for marketing purposes.
16. You consent to identity verification checks, background security checks and any other reasonable security checks (which may include inspecting your personal property) being conducted on you prior to your entry into and departure from the Venue.
17. Tickets shall be liable to be surrendered to the Event Organiser (and the holder removed from, or refused access to, the Venue) if, in the opinion of the Event Organiser (who shall at all times act reasonably in the exercise of their discretion), the behaviour of the holder is, or could be considered to be dangerous, offensive, a nuisance or annoyance to other Event officials, and/or security personnel, for example, if the holder appears to be under the influence of alcohol and/or drugs and/or is acting aggressively, or if the holder fails to obey any conditions of use, posted signs or instructions of Event officials, marshals and/or security personnel including, without limitation, any verbal or written instructions. Any person who is refused admission to the Event under these circumstances will be entitled to a full refund for their ticket. Any person who is removed from the Event under these circumstances after gaining entry will not be entitled to a refund of their ticket price.
18. The Event Organiser may refuse you entry into, or remove you from, the Venue if you do not obey these terms and conditions, you interfere with the enjoyment, comfort or safety of other persons at the Event, you have a lost, stolen, counterfeit, damaged or unreadable ticket or you have acquired your ticket from an unauthorised source, or the Event Organiser reasonably suspects you of any of the above.
19. You understand that your entrant details are collected by the Event Organisers for the purpose of conducting the Event and associated events, including but not limited to identifying ticketholders at the Event, recording information, communicating with you and other entrants about the Event and other associated events and to assist the Event Organiser in improving and marketing its goods and

services. You understand that by supplying the Event Organiser with your e-mail address you agree to receive regular e-newsletter updates from the Event Organiser in order to stay informed about the Event.

20. You accept the Service Fee (currently AUD \$1.95 per transaction) applied to each transaction when purchasing tickets to the Event and you acknowledge this fee, or any other fee, may change from time to time at the discretion of the Event Organiser.
21. The Event Organiser reserves the right to make amendments to these terms and conditions from time to time at its sole discretion and without notice.

**I have read and accepted the conditions of sale and entry**