



**BMX RACING
WORLD CUP**

**BRISBANE
AUSTRALIA**

2024 UCI BMX RACING WORLD CUP: BRISBANE

TICKET TERMS & CONDITIONS

PURCHASING INFORMATION

- You are purchasing your tickets for this event from:
 - AusCycling Ltd ("Event Organiser" or "Seller")
 - ABN: 706 441 49 351
 - Email: bmxworldcup@auscycling.org.au
- The transaction is being processed and facilitated through the ticketing website of Shopify ("Ticketing Provider").
- Transactions will appear on your bank statement as "AusCycling Shop".
- All transactions are in Australian Dollars (AUD) and include GST unless otherwise stated.

TICKET QUALIFICATIONS

- Concession tickets are not available for this event.
- Child prices apply to children aged between 5 – 16 years at the date of the event. 'Child' ticket holders must be accompanied and supervised by a ticketed adult.
- Free entry only applies to 'general admission' category and for children under 5 years of age at the date of the event (you must purchase a free ticket at checkout and be ready to provide proof of age at the venue if requested).

BOOKING, PROCESSING & CREDIT CARD FEES

- A booking fee will apply to all online ticket purchases. This fee will be calculated and shown to you during your ticket purchase.
- If there are any processing or credit card fees, these will be calculated and shown to you during your ticket purchase.
- Eligible payment methods include Visa and MasterCard, Apple Pay, Google Pay, and Shop Pay.

TICKET ACQUISITION & DELIVERY

- You will receive your ticket/s electronically via email if purchased online (e-ticket/s).
- Your e-ticket will be sent once your purchase is complete.
- If you have not received your e-ticket 24 hours after the purchase, please contact bmxworldcup@auscycling.org.au
- For entry to the Event, tickets must be printed or displayed on your phone or tablet to be scanned at the entrance gate. Ticket/s displayed on electronic devices must be free from damaged screens and privacy screens. Screen brightness should be set to 100%.

REFUND, RETURNS, EXCHANGING & SHARING TICKETS

- Refunds and returns are covered under the policy of the Event Organiser, and do not limit your rights under Australian consumer law.
- All transactions are final. No refunds are permitted, except as required by law.
- Tickets cannot be exchanged or upgraded.
- Tickets can be transferred to any other person, however, can only be used by one person for the day it is valid.

EVENT CANCELLATION POLICY

- The Event Organiser (AusCycling Ltd) acknowledges and respects your rights arising under the *Competition and Consumer Act 2010* (Cth) and/or other similar consumer legislation. Subject to the Act, if the Event is cancelled or postponed the registrant or ticket buyer will be notified via the email address provided at the time of booking. At the time of cancellation, the Event Organiser will assess the



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date of the cancellation or postponement and the circumstances causing the cancellation or postponement. Under these circumstances the Event Organiser advises:

- (a) For reasons that are beyond its reasonable control, the Event Organiser may retain the Fee and will not be required to make any refund of the Fee; or
- (b) For reasons other than as set out in this clause, the Event Organiser will refund the Fee minus any reasonable administration costs (as determined by the Event Organiser).

SECURITY

- All transactions with the Seller and Ticketing Provider are protected to ensure the security of your personal information and credit card data.
- All payments are processed directly, and no credit card details are stored on the Seller's or Ticketing Provider's servers.

PRIVACY POLICY

- Your personal information is being collected to facilitate your purchase and to allow entry to the Event.
- Your information is shared with the Event Organiser to enable them to communicate to you regarding this and future events.
- The AusCycling Privacy Policy can be found at: <https://auscycling.org.au/page/about/policies-rules>
- If you wish to be removed from any lists, please email the Event Organiser at bmxworldcup@auscycling.org.au

DISCLAIMER, TERMS AND CONDITIONS

By entering your details, you are agreeing to the terms and conditions listed below:

DEFINITIONS:

(a) "web" or "website" or "site" means the system or database on which the personal information is stored; (b) "Company" means Shopify; (c) Organiser means AusCycling Ltd; (d) "You" or "Your" means the person who has entered information into any electronic form on a site (e) "information" or "personal information" means any information entered into any electronic form that is provided that may identify a person (f) "Event" means the event for which you registered

GENERAL

- You confirm that the information you have entered is completely accurate, and you have taken care to ensure that your email address is correctly entered.
- You agree that the Event Organiser will not be liable to yourself, except in the case of fraud, for any act or omission (whether negligent or misleading or deceptive or otherwise) by the Event Organiser in the performance or purported performance of the Event Organiser obligations under these terms and conditions.
- You indemnify the Event Organiser against all claims, except in the case of fraud, arising out of or in any way connected with any act or omission by the Event Organiser in the performance or purported performance of the Event Organiser obligations under these terms and conditions.
- You agree that liability on the Event Organiser's part or on the part of the Event Organiser's servants or agents for damages for or in respect of any claim arising out of or in connection with the relationship established by this agreement or any conduct under it or any orders or instructions given to the Event Organiser by yourself, shall not in any event (and whether or not such liability results from or involves negligence) exceed \$50.00.
- You agree that by your entering information into any electronic form on the Event Organiser's site, that you are agreeing to the terms and conditions herein and to the Disclaimer.
- You agree that by entering your details during purchase, you will receive updates, news and special offers via email for future events from the Event Organiser.

CONDITIONS OF ENTRY



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By purchasing tickets to gain entry to the 2024 UCI BMX Racing World Cup: Brisbane (Event) you agree to the following conditions of entry:

1. The right of admission is reserved. In particular, AusCycling (AC) reserves the right to refuse entry to Patrons or Users who
 - a. are in breach of these Conditions of Entry;
 - b. are not entitled to attend the event, activity or match;
 - c. are the subject of a ban by AC; or
 - d. are exhibiting behaviour that is considered unacceptable by AusCycling or Stadiums Queensland, at their absolute discretion.
2. AC reserves the right to remove Patrons or Users who:
 - a. refuse to comply with reasonable requests from AC;
 - b. refuse to comply with these Conditions of Entry; or
 - c. are exhibiting behaviour that is deemed unacceptable by AC or Stadiums Queensland, at their absolute discretion.
1. AC reserves the right to impose a ban on a Patron or User in instances where their actions are deemed by AC or Stadiums Queensland to be sufficiently serious to compromise someone's safety or amount to a serious breach of the Conditions of Entry.
2. For the comfort, safety and enjoyment of all persons, AC advise that persons who gain unauthorised access to the Event and/or any of the event specific areas may be liable for prosecution.
3. Entry to the Event is at your own risk, including risk to your person and your property, and you agree that AC will not be liable to you for any injury, death, loss or damage which you sustain in connection with your attendance at the Event, nor for any matter outside of AC's reasonable control such as but not limited to any blackout, power failure or failure or unavailability of any service.
4. You agree to indemnify AC against any loss or liability, cost, expense or damage arising from or in relation to your entry to the Event either in person, by vehicle or otherwise.
5. AC reserves the right to cancel, withdraw, postpone or re-schedule any displays, competitions, or participants in the Event. AC does not represent that there will be space for you to observe any displays or events within the premise.
6. You may use personal cameras and video cameras for private use only. Professional photography and recording equipment are not permitted.
7. You recognise that the venue ticketing, being largely 'general admission' means that your view of the track might be restricted by other patrons and that not all parts of the track are visible from all vantage points. Only a grandstand ticket provides you a guaranteed seat, and the remainder of the venue is standing room, with some grassy areas available to sit.
8. You consent to being photographed, filmed, and recorded as a member of the Event audience. Unless otherwise agreed with AC, you consent to AC and third parties using images and recordings of you for broadcast, publication and licensing without compensation or acknowledgement.
9. AC reserves the right to inspect and/or search bags brought into or out of the Event and to search all persons, their clothing and other items of such persons.
10. AC may, at their sole discretion, refuse entry to or remove any person from the Event without entitlement to a refund, including any person who causes a nuisance or disturbance or fails to comply with these Conditions of Entry or the reasonable requests made by AC and/or affiliating companies.
11. Vehicles and other transportation devices including but not limited to skateboards, scooters, roller blades and roller skates (except if required for a disability or approved by AC); alcohol, animals (except



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for guide animals required for a disability or approved by AC); dangerous, controlled or illegal substances; and any items which may cause a nuisance or danger are prohibited from the Event and Venue and are subject to immediate confiscation by AC.

12. Persons entering the Event must adhere to the relevant Occupational Health & Safety legislation.
13. Smoking is not permitted within the Event or Venue, extending out to 5m beyond the fence line.
14. Any ticket purchased to enable entry into the Event cannot be exchanged or returned after purchase.
15. If you bring children to the Event you are responsible for their care and conduct. All children attending the Event must be under the supervision of an adult guardian at all times. You are responsible for any acts or omissions committed by children whom you have brought to the Event. For avoidance of doubt a child is a person under the age of 15 years.
16. All accidents or emergencies are to be immediately reported to AC and/or affiliated companies.
17. You must obey all signs, notices and directions given by AC and affiliated companies whilst at the Event.
18. Unless authorised by AC in writing, you must not conduct any commercial, political, soliciting, promotional, performance, surveying, protest or demonstration activity at the venue, nor collect contributions or distribute any material. No unauthorised advertising material or flyers may be distributed either inside the Event, at the entrance to the Event or anywhere within the Event grounds.
19. Nothing in these Conditions of Entry is intended to exclude, restrict or modify rights which you may have under consumer protection legislation which may not be excluded, restricted or modified by agreement.
20. Any part of these Conditions of Entry which is unenforceable may be severed to the extent necessary to make these Conditions of Entry enforceable.
21. Patrons or Users must not engage in any conduct, act towards or speak to any player, participant, umpire or other official or other person in a manner (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify that other person on the basis of a personal attribute of that other person, including, but not limited to, that other person's sex, gender, age, race, religion, culture, political belief or activity, sexual orientation, disability or impairment, gender identity, descent or national or ethnic origin. If Patrons fail to comply with this condition, they may be refused admission to, or evicted from, the venue by any Authorised Person, and they must deliver up all tickets that they have in their possession at the request of an Authorised Person. In addition, Patrons acknowledge and accept that a failure to comply with this condition of entry may result in the imposition of other sanctions (such as being issued with an official banning notice preventing the Patron from attending the venue in the future).
22. Stadiums Queensland is collecting your personal information on CCTV in and around the event precinct for the purpose of venue security and public safety. Footage may be provided to the Queensland Police Service. All personal information is handled in accordance with the Information Privacy Act 2009.
23. Patrons, bags and other items may be subject to inspection and Patrons may be searched on entry. Patrons who refuse inspections or searches may be denied entry to the Venue;
24. Unauthorised persons are prohibited from entering the BMX track and any other area not accessible by the public;
25. Pass-outs may be issued at the discretion of AC management;
26. Patrons are not permitted to transmit, broadcast, sell, license or otherwise publish, disseminate or reproduce any recordings (including, without limitation, photographic, video or sound recordings) of the

event or match without the prior written approval of AusCycling management. Such recordings may be confiscated or erased. Any recordings or recording devices which are confiscated will become the property of the Venue;

27. Patrons acknowledge that the Venue or the Hirer may use a Patron's image or likeness as part of any recording of the event;
28. Patrons assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it arises at the Venue. Patrons bring personal effects onto the premises at their own risk. Neither the Venue nor the Hirer will be responsible for any damage to or loss or theft of a customer's personal property.

PROHIBITED ITEMS/ RESTRICTED ITEMS

Items which, in the opinion of AC management, have the potential to cause injury, nuisance or inconvenience to any other person will not be permitted into the Venue.

X Prohibited items include:

- Controlled, dangerous or illegal substances;
- Glass, cans including aerosols or metal containers of any style;
- Alcoholic beverages;
- Flares, fireworks, weapons, explosives, smoke bombs or other incendiary devices;
- Laser pens / pointers;
- Loud hailers;
- Drones;
- Guns, knives or other dangerous weapons;
- Professional standard cameras with detachable lenses over 300mm, video and/or audio recorders, commercial digital equipment, camera tripods and / or monopods;
- Confetti and shredded paper;
- Scooters, roller-skates, skateboards, push bikes, Segways or other unauthorised means of transportation;
- Animals (with the exception of certified service animals);
- Clothing, personal items, signs or flags displaying commercial, political, religious or offensive signage or logos (unless approved in writing prior to the event by the hirer);
- Deliveries from external caterers;
- Alcohol;
- Hard eskies larger than 40cm x 40cm x 40cm;
- Bags and items larger than 40cm x 40cm x 40cm; and
- Other items as determined by AC management that may cause injury or public nuisance.