



## CONDITIONS OF ENTRY

**COVID-19** All patrons must agree to comply with the current Public Health Orders that apply to Luna Park Sydney in addition to Luna Park Sydney's Health Declaration.

**All Event Tickets for this event are on suppressed printing** and will not be emailed until 24 hours of the event date. After purchase, patrons will receive a confirmation email ONLY. Tickets with this allocated delivery option will be emailed out at a nominated date, as a PDF, closer to the event.

**There will be no pass outs available for this event.** Guests who disrupt other Guests enjoyment of the Park, mistreat staff or behave in an inappropriate and/or aggressive manner will be removed from the Park without refund.

**Harbour Party is an outdoor all-weather event** and will proceed on the advertised date and at the advertised time in all weather conditions. Guests accept the risk that weather they consider unsatisfactory may occur on the event night.

**All ticket sales are final.** Tickets will not be exchanged, refunded or returned after purchase. Please treat your tickets like cash. Tickets are only refunded under the relevant NSW laws that protect the venue & ticket purchaser. A change in your personal plans or circumstances does not warrant a refund. Lost, stolen, damaged or defaced tickets will not be replaced. Tickets cannot be transferred to another person after redemption. Valid Photo ID and the purchasing credit card may be required upon redemption.

**For smooth access on the night**, please have your ticket barcodes displayed on your phone on the brightest screen setting.

You must be 18 years and over to purchase and consume alcohol and will be required to show proof of age. In accordance with Liquor Regulations, the only acceptable forms of proof of age are:

- CURRENT Australian Photo driver's license (International drivers licenses are not accepted)
- CURRENT Passport
- CURRENT NSW issued Photo Card

PLEASE NOTE: DRIVER'S LICENSES ISSUED FROM OVERSEAS ARE NOT ACCEPTED AS ID AT THIS VENUE.

**PHOTOGRAPHS & PHOTOCOPIES OF IDENTIFICATION ARE NOT ACCEPTED. PLEASE PROVIDE ORIGINAL DOCUMENTATION**

- Event accreditation will be issued at entry on presentation of a valid ticket. Valid photo ID may be required for presentation. Should your event accreditation be tampered/lost/removed, its replacement is subject to management's approval. Any patron without event accreditation may be required to leave the venue. In such instances you WILL NOT be permitted re-entry for this event. In this instance a refund will not be processed
- General Admission tickets do not include access to VIP areas.
- Harbour Party at Luna Park is a NSW Companion Card accredited event. An entry ticket at no charge can be obtained via the Box Office at no charge once a full price ticket has been purchased. A valid NSW Companion Card must be presented at entry for the ticket to be valid for entry otherwise the full price of the ticket must be paid before entry is permitted.



- Use of any ride or amusement is restricted for Guests with certain physical and/or medical conditions. Please check the signage at the entrance to each ride for applicable restrictions. For further information please refer to the LPS Accessibility Guide.
- Smoking is permitted only in designated areas.
- Professional, commercial, staged or organised photography or video recording is not permitted without prior authorisation.
- Tripods, lighting, other standalone ancillary photography or video equipment is not permitted.
- Any type of activity or item that may impact on other guests' safety or enjoyment of the Park is not permitted.
- Luna Park Sydney and surrounding areas are under 24-hour CCTV surveillance.
- Dangerous or illicit items will not be permitted inside the venue. Persons found to be intoxicated or under the influence or in possession of illicit drugs will not be permitted entry or remain on the premises.
- Guests who are intoxicated, argumentative, quarrelsome, aggressive, or disorderly will be removed from the premises.
- Bags larger than an A4 piece of paper will not be permitted entry into the venue; waist/bum bags are recommended. Any personal items must stay with the owner at all times and not be left unattended. Venue lockers or cloaking facilities will not be available throughout the Park.
- External food and drink cannot be brought into the venue - this includes and is not restricted to personal water bottles and sealed bottles of water.
- No external furniture or appliances, including seating is permitted into the Park.

## CONDITIONS OF PURCHASE

- Annual Passes, rain checked visits or rides vouchers or coupon codes are NOT valid to secure a ticket for this event. Single Session tickets for a visit to Luna Park on a specific time and date are not valid for exchange for a ticket to this event.
- Tickets are sold on behalf of the organization responsible for presenting the event and subject to the conditions applicable to the event and/or the venue. All claims are the sole responsibility of that organization. All tickets to this event will be sold in limited price releases. There are no rainchecks on sold out releases. Tickets are to be purchased online- there are no walk-up sales for this event.
- The primary purchaser must agree to comply with the current Public Health Orders that apply to Luna Park Sydney and the Luna Park Sydney [Health Declaration](#) on behalf of all ticket holders within in their transaction to confirm they are not experiencing COVID-19 symptoms and are not under instructions of Department of Health to self-isolate.
- The Boardwalk is not a licensed area. No alcohol can be consumed outside designated licensed venues of Luna Park Sydney
- The right is reserved to add, withdraw or substitute artists and/or vary advertised programs, prices, seating arrangements and audience capacity.
- The management reserves the right to refuse admission and, in such event, will not refund admission fee paid. Patrons in the venue are to have their ticket on their person at all times
- Tickets will not be exchanged, refunded or returned after purchase in any circumstances within the extent of the law; including climatic conditions or change of personal plans. Fireworks are presented by City of Sydney. In the event that the fireworks are cancelled, Luna Park Sydney will not be held responsible or provide compensation
- Dangerous activity is not permitted at this venue. Failure to comply may result in eviction; in this instance no refunds will be permitted.
- Cameras, audio and video recorders will not be permitted. You grant permission to the presenter to utilise your image, likeness, actions, and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after the event) in any medium or context without further authorisation or compensation.
- It may be a condition of entry to individual events that a search of person or possessions will be required at the time of entry to the venue.
- All patrons MUST have a valid ticket to enter. Entry may be refused if tickets are damaged or defaced in any way or are not purchased from authorised points of sale. Tickets purchased from the Big Top Sydney are not permitted to be on sold: this may result in ticket cancellation and refusal of entry.
- Credit Card purchases can only be made by the account holder, in the account holders details. You will be issued with a confirmation ID via email from Moshtix once your purchase is complete. Tickets will be emailed out 24 hours before the event.
- Risk Warning- Section 5M Civil Liability Act 2002. Attendance at the event for which a ticket is sold is a recreational activity and there are risks of injury in attending. By attending you accept these risks and will not make any claim if you are injured.
- Your event ticket MUST remain in your possession for the entire duration of the event.



- Luna Park Sydney does not condone the on-selling of tickets. Event Tickets are ONLY to be purchased from Moshtix. Any activity beyond this legitimate channel will be deemed invalid and will NOT be accepted at entry.
- CCTV is in operation in the venue.
- Failure to comply with physical distancing requirements could result in your entry being refused or your ejection from the venue.
- All venues, including the Boardwalk are subject to capacity. Once capacity has been reached in these areas, no further access can be permitted until capacity is reduced.
- Rides queues will close 30 minutes before event end – this may be subject to change.
- Failure to follow the direction of venue staff related to COVID protocols may result in your ejection from the venue.
- The primary purchase along with the shadow audience contact details may be supplied to health authorities.

## DISCLAIMER

### Voluntary participation and recreational nature of activity

1. I acknowledge, agree and understand my activities at, and my use of, Luna Park Sydney for my own enjoyment and leisure and is entirely recreational.

### Risk Warning pursuant to section 5M of the Civil Liability Act

1. I acknowledge, agree and understand that:
2. I have been warned that I am at risk of suffering personal injury arising from or in connection with my activities at, and my use of, Luna Park Sydney. The risk of personal injury extends to physical or mental injury (including aggravation, acceleration or recurrence of any physical or mental injury) including but not limited to friction burns, whiplash, abrasions, bruising, damage to teeth, muscular injury, motion sickness, splinters, loss of consciousness, and broken bones together with soft tissue injuries generally.
3. The risk of personal injury that I may suffer may arise from or be connected to:
4. contact or collision with the surface of the ride;
5. contact or collision with another patron;
6. The movement of the ride (sudden or otherwise);
7. weather conditions including rain, wind, lightning, heat and cold;
8. slipping and tripping on floor surfaces;
9. the acts and/or omissions (including negligent acts and/or omissions) of other patrons at Luna Park Sydney;
10. incorrect use of rides;
11. failure to follow instructions in relation to participation on a ride; and
12. the unforeseen failure or malfunction of rides.
13. I accept and acknowledge all of risks identified above voluntarily and at my own risk.
14. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in respect of all rides and activities at Luna Park Sydney for the purpose of section 5M of the Civil Liability Act 2002 (NSW).

## WAIVER

### General waiver

15. To the fullest extent permitted by law, I agree to waive all my rights in respect of any liability for any Claim against Luna Park, including for any liability:
16. for breach of contract (including any express or implied warranty that any recreational services will be provided with due care and skill); or
17. for negligence; arising from, or in connection with, my attendance at and use of Luna Park Sydney.

### • Waiver in relation to recreational services to which the Australian Consumer Law applies

1. I acknowledge that:



2. it is possible for a supplier of recreational services to ask me to agree that the statutory guarantees under the Australian Consumer Law (ACL) (which is Schedule 2 of the Competition and Consumer Act 2010 ), do not apply to me;
3. I agree to waive my right to sue Luna Park Sydney (should either be deemed a supplier for the purposes of the ACL) because the recreational services (as that term is defined in the Competition and Consumer Act 2010 were not performed in accordance with the statutory guarantees, in particular the guarantees as to due care and skill and as to fitness for a particular purpose, are excluded; and
4. the waiver of my rights in clause 9(b) above is limited to liability for:
  1. physical or mental injury (including the aggravation, acceleration, or recurrence of such injury) to me;
  2. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
    1. that is or may be harmful or disadvantageous to me; or
    2. that may result in harm or disadvantage to me.
    3. The above waiver of my rights in relation to the statutory guarantees does not apply to reckless conduct (as defined in the ACL) of Luna Park Sydney in supplying any recreational services (in the event either is deemed to be a supplier).

- **Release and Indemnity**

1. To the fullest extent permitted by law, I:
  2. release and will release Luna Park Sydney from all Claims that I may have or may have had but for this release arising from or in connection with my use of Luna Park Sydney;
  3. indemnify and will keep indemnified Luna Park Sydney in respect of any Claim by any other person:
    1. arising from or in connection with my participation in any activities at, or use of, Luna Park Sydney;
    2. against Luna Park Sydney in respect of any injury loss or damage arising out of or in connection with my failure to comply with any rules and/or directions from Luna Park Sydney regarding use of Luna Park Sydney's facilities and attractions.
- Save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of Luna Park Sydney.

## COMMUNICATION

1. The collection, use and disclosure of personal information otherwise provided in connection with the promotion is governed by the Luna Park Sydney Privacy Policy available at [lunaparksydney.com/privacy-policy](http://lunaparksydney.com/privacy-policy).
2. The information provided by guests will be used by Luna Park Sydney's Events & Entertainment Department for the purpose of contact tracing, should it be necessary.

