

MEADOW TERMS & CONDITIONS OF TICKET SALE & FESTIVAL ENTRY

Meadow Terms and Conditions of Ticket Sale and Festival Entry are as follows:

Meadow (the Event) is presented by Wade Project Management (ABN - 38 650 902 113) trading as Meadow ("Us, Our, We, the Presenter, Event Management"). By purchasing or being gifted a ticket to Meadow and entering the event, the ticket holder ("the ticket holder") acknowledges and agrees to the below Terms and Conditions of Sale and Entry.

NOTE: For the purposes of these terms & conditions the venue may be referred to as 'Meadow' or the 'Site' and event may be referred to as 'Meadow' or 'the Event' and the ticket/s referred to as 'wristband', 'digital ticket' 'printed ticket' or 'ticket'. References to "you" and "your" are references to "the ticket holder". Accredited staff means all persons holding a staff wristband.

TICKETS:

1. As a condition of ticket purchase, all ticket holders are bound by the terms herein, any rules, direction and regulations laid out by Event Management in person at the Event, or listed on the Event website www.meadowmf.com and found on the Meadow "Information Sheet" or "COVID Safety Sheet".
2. Tickets will be exchanged for wristbands upon entry to Meadow. Festival wristbands must be worn around the wrist of the Festival ticket holder for the duration of the festival. Any person found not to be wearing an official event wristband or accreditation pass will be evicted from the event.
3. Tickets are non-refundable. In the instance of event cancellation, Event Management will work with ticket holders to come to a fair and reasonable repayment which will be determined at the discretion of Event Management. This repayment will be no less than eighty percent (80%) of the purchase price of the ticket. If for any reason the event date/time and/or venue is changed ticket holders will be notified of the change and all tickets will remain valid for the rescheduled date. To keep up to date with any changes please view the website at www.meadowmf.com or contact info@bythemeadow.com

For cancellation or event adjustment terms due to COVID-19, see section titled *COVID-19*.

4. Meadow reserves the right to alter advertised playing times and substitute artist if required to do so. There will be no refunds for line-up changes. Event Management reserves the right to refuse admission and in such an occurrence will not refund any admission fee paid. In the event of a lost, stolen or damaged ticket/s or where the ticket holder cannot attend the event due to reasons beyond the Management's control no refunds will be issued.
5. Tickets may not, without the prior consent of the Event Management, be resold or offered for resale at a premium over the face value of the ticket (including via online auction sites) or used for advertising, promoting or other commercial purposes (including competitions and trade promotions) or to promote the demand for other goods or services either by the original purchaser from the Event Management or any subsequent ticket holder.
6. Event Management reserves the right to cancel the Event at any time due to a Force Majeure Event, which in Event Management's sole discretion makes it impossible or unsafe to continue operation of the Event. "Force Majeure" shall mean anything outside the Promoter's reasonable control, including without limitation, fire, bad weather, damage to Festival Site caused by bad weather, rain, flood, drought, storm, lightning, act of god, explosion, sabotage, accident, labour dispute, council or police rulings or war. In such circumstances, the Promoter will not be liable for any damage, compensation, loss or expenses resulting from the Festival being cancelled, postponed, relocated or changed.
If a refund is made by the Promoter to the ticket holder, under no circumstance will the booking fee be refunded. Request for refunds must be made within 2 weeks of the cancellation of the festival.

ENTRY:

7. All vehicles must possess a valid car pass, no exceptions. Any vehicle without a valid car pass will be refused entry to the Event.

8. Meadow is an all ages event. All persons under the age of 18 must be accompanied by a legal guardian and must carry a signed Legal Guardian Consent Form at all times.

The Liquor Control Reform Act 1998 defines guardian, in relation to a person who is under the age of 18 years, as meaning a person who is authorised by law to manage the affairs of that young person. To be authorised by law, the person must be the minor's father or mother (parent), or a guardian. Older siblings are not guardians unless named/appointed in a guardianship order pursuant to the Guardianship and Administration Act 1986.

Meadow requires that all guardians appointed using a consent form to be at least 25 years of age.

Kids under 12 can enter the event free of charge. Kids 12 and over need a (full price) ticket. Proof of age will be required for kids under the age of 12. No children are permitted in the stage area after 9pm.

All children must be back in the campground by this time. All children will be given an identifying wristband with their guardian's mobile phone number written on it in case of emergency or child getting lost. Guardians of children will also be given the same wristband for identification purposes. Persons wearing guardian wristbands will not be served at the festival bars.

9. Upon entry to the Event, ticket holders will be required to present their purchased digital ticket or printed ticket in exchange for a wristband specific to the year of the event.

10. Event Management reserves the right to refuse a ticket holder admission to the event or to evict that ticket holder from the event.

11. Entry to the Event is only permitted to ticket holders and accredited staff who agree to have their vehicle and if required person searched on entry for glass, gas bottles, illicit substances and any other prohibited items. Refusal to consent to a search will prevent entry to the Event or eviction, without refund.

12. There is a Zero Tolerance Policy in relation to anyone found to be trying to gain access without a valid ticket (trespassing) by any means. If such persons are found to be trespassing, they are breaking the law and will be handed over to Police. If a vehicle is found to be carrying or assisting a trespasser in any way, all occupants of the vehicle will be refused entry to the Event. It is your responsibility to ensure the validity of your own wristband.

CONDUCT:

13. You must ensure that you and your party act in an orderly manner whilst at the Event. Event Management reserve the right to refuse entry, or to evict any persons behaving in an inappropriate, anti-social, disorderly, offensive or dangerous manner. Please respect all fellow festival goers, staff and volunteers.

14. You must respect and obey rules and direction from Event Management and accredited staff, in relation to but not limited to; environment, rubbish, recycling, smoking, behaviour and responsible consumption of alcohol.

15. Anyone found in possession of, supplying or consuming illicit drugs will be evicted from the Event and reported to Police.

16. Crowd surfing, moshing, slam or circle dancing are all dangerous activities that can seriously injure other patrons and Event Management reserves the right to evict ticket holders if they are involved in such activities.

17. Anything that could cause harm to other patrons or damage to the site is a prohibited item and will not be permitted entry to the venue. This includes but is not limited to glass, weapons, lasers, fireworks, NoS (nangs) and illicit drugs. Prohibited items that are confiscated will not be returned. The event site is a glass free zone. The event is run as a total fire ban; in no case are open flames allowed.

18. In the case of an emergency evacuation, it is the responsibility of the ticket holder to follow all instructions and directives from Event Management. In an emergency situation personal belongings may need to be left behind and Event Management does not take responsibility for, nor will Management replace or refund the

cost of, or the items themselves.

19. In the event of injury or medical treatment requiring more than basic First Aid, Event Management may, at the expense of the ticket holder, arrange emergency medical treatment and/or Emergency Evacuation as deemed necessary by Event Management and First Aid team.

20. By entering the event site you (the ticket holder) agree to being filmed or photographed, the product of which may be used for marketing or promotional purposes for perpetuity.

LIABILITY:

21. You acknowledge and agree that entry to the Event is at your own risk. The land on which Meadow operates may present risks and dangers that may result in loss or damage, personal injury or even death. Knowing and understanding this you agree to attend at your own risk. To the fullest extent permitted by law, Meadow does not accept liability of any nature for the acts, omissions or default of those providing services in connection with the Event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with Meadow. Appropriate footwear and clothing must be worn at all times on the site and ear plugs should be worn if necessary.

22. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the resupply of the services or the cost of having the services supplied again. In no event will Meadow be liable for any indirect, consequential, exemplary or special damages.

23. To the full extent permitted by law, ticket holders waive all legal rights of action against and fully release "Wade Project Management" (trading as 'Meadow'), its owners, agents, employees, members and volunteers for all claims for compensation for loss, damage, injury or death howsoever arising out of or in relation to the ticket holder's participation in the event, including without limitation, liability for any negligent or tortious act or omission on the part of the persons released or under statute or for breach of these terms and conditions. Event Management shall not be held liable for any loss, injury or damages sustained entering, leaving or at the event.

24. Any breach of any of these terms and conditions entitles Event Management to evict persons from the event.

COVID-19:

25. In the event that, at any time prior to the Event any of the following circumstances occur:

- i. COVID-19 remains a 'pandemic', as declared by the World Health Organisation;
- ii. The Australian Federal, State or Local governments require or recommend that events of a certain criteria should not proceed due to COVID-19 or any other related public health concern and the Event meets that criteria;
- iii. The operator decides that the Event will pose a risk to public health; and/or
- iv. Due to circumstances related to the COVID-19 outbreak, it is impossible or unfeasible for the Event to operate;

The operator has the right to cancel, postpone or reduce the capacity of the Event.

26. If the Event is postponed due to any of the criteria listed in *COVID-19, Clause 25*, Event Management will notify ticketholders of the change and all tickets will remain valid for the rescheduled date.

27. If the Event is cancelled due to any of the criteria listed in *COVID-19, Clause 25*, Event Management will notify ticketholders of the cancellation. Event Management will allow ticket holders the opportunity to opt into a fair and reasonable refund payment determined at the discretion of Event Management. This repayment will be no less than eighty percent (80%) of the purchase price of the ticket.

28. Event Management reserves the right to refund your ticket if the Event capacity must be reduced to comply with capacity requirements enforced or recommended by the Australian Federal, State or Local government. In these circumstances where Event Management elects to refund your ticket, you will be refunded the full purchase price of the ticket.

29. Event Management reserves the right to reschedule your ticket to the next year in which the Event operates if the Event capacity must be reduced to comply with capacity requirements required by the Australian Federal, State or Local government. In these circumstances where Event Management elects to reschedule your ticket due to capacity requirements, you may request a refund which will be equal to the full purchase price of the ticket.

30. If you have contracted COVID or any other contagious illness you should stay at home to keep from infecting others. You must comply with all government regulations pertaining to Coronavirus (COVID-19) applicable to positive cases, close contacts and isolation requirements. You must not attend the Event if you are required by government regulations to isolate at home.

If you are mandated by law or government direction to isolate during all three days over which Meadow 2023 operates Event Management will refund your ticket if a request is made within 48 hours of the festival's conclusion. The request for refund must include evidence of a positive test result, a copy of your license or passport and a copy of the direction you have personally received that mandates your isolation during the full three days over which Meadow 2023 operates.

BUS TRANSFERS

31. Event Management reserves the right to adjust the pickup time and pickup location for "Bambra Express" bus transfers from Brunswick, Richmond and Geelong to Meadow at any time. Pickup locations for Brunswick and Richmond may be centralised to Southern Cross Station, or combined to pickup from only the Richmond or Brunswick location should sales be insufficient to justify operating one, or both, location. These decisions will be made at the discretion of Event Management.