



Festival Terms & Conditions

Please see important information below regarding Cuby GrooveFest (CGF) terms and conditions. See also Camping Terms & Conditions.

The Cuby Groovefest (CGF) wishes you a safe and enjoyable weekend. Patrons at the CGF should follow signage and maps as published on our official Website or advice provided over the relevant Public Address system or by Staff and Volunteers, throughout the weekend.

The Cuby GrooveFest is a family friendly event. Patrons should behave respectfully. Anti-social and unruly behaviour will NOT be tolerated.

Please note the following for campers and visitors:

- No Fireworks , Lanterns or Flares.
- No Dogs or Pets (excluding assistance dogs).
- No Prohibited Drugs.
- No Weapons.
- No Recording devices, flash photography, drones or independent sound systems are permitted.
- No Excessive Noise after Midnight.
- Use Rubbish Bins provided and Leave No Trace.
- Speed Limit 8km/hr in Camping areas.
- All WA Traffic Laws Apply.
- Proof of Identification must be provided on request.
- Persons entering Fenced areas remain at their own risk to Selves and Property.
- Those in breach of a CGF Condition or Law may be removed and charged by police with relevant offences.

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1. Tickets are available online via our official ticketing provider Trybooking
2. One ticket is valid for the person named on the ticket.
3. All resale of tickets must be facilitated through our official resale partner
All resale of tickets purchased online through Trybooking, and name changes, must be facilitated through our official resale partner [Tixel](https://tixel.com/au/music-tickets/2024/09/13/cuby-groovefest-2024?landing=1) at this website address: <https://tixel.com/au/music-tickets/2024/09/13/cuby-groovefest-2024?landing=1> CGF shall not be made accountable for fake or fraudulent tickets or scams with respect to ticket sales. Tixel is the only form of resale accepted by CGF. Anyone wishing to buy a resale ticket shall request that the sale is facilitated through our official ticket reseller Tixel. If you wish to sell a ticket or buy a resale, please request this through Tixel.
4. Tickets are not to be duplicated for the purpose of falsifying entry.
5. The tickets are created and managed using the Trybooking website and may also be subject to the Terms and Conditions of Trybooking. Similarly, tickets are resold using the Tixel website and may also be subject to the Terms and Conditions of Tixel. Purchasers shall inform themselves of the Trybooking and Tixel Terms and Conditions before purchasing tickets.
6. For paid events, there are two fees that TryBooking charges: A Ticket fee of \$0.50 per ticket AND a Processing fee 2.5% per card transaction. CGF pays processing fees. Ticketholders pay the ticket fee.
7. The ticket entitles the patron to one wristband. Tickets can be exchanged for wristbands at the gate office during the event and wristbands must be kept on throughout the entirety of the festival. If you are caught without a wristband, you will be removed from the Event.
8. If you breach or do not fulfil any of your obligations of these Ticket Terms and Conditions and Entry Conditions, we retain the right to confiscate items, evict patrons or prohibit entry.
9. We reserve the right to cancel or postpone the Festival for any reason within our control.
10. CGF will only offer a refund if an event is cancelled, rescheduled or significantly relocated by the Seller (and you cannot or do not wish to attend a rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). All liability is limited to the amount for which the ticket was purchased (excluding fees or charges). You must apply for a refund prior to the original event that was to take place. CGF does not offer refunds or exchanges due to a change in your personal circumstances. Proof of purchase may be required.



11. Unless required by law (including the Australian Consumer Law), neither Trybooking nor the Seller will be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.
12. If an event is cancelled due to COVID-19, CGF may postpone the event until 2026 (biennial event), or organise for the festival to be rescheduled to new dates. All tickets purchased will automatically be valid for the new dates. In the event that the purchaser is no longer able to attend the new dates, or the event is cancelled completely, refunds will be available on request. Refunds in this scenario will be for 90% of the ticket face value (excluding booking fees). A COVID-19 cancellation fee of 10% will be retained by CGF to pay suppliers and cover costs.
13. The Seller reserves the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and audience capacity. No refunds will be made in this case.
14. The Festival is an all-weather event. All events on the program will continue in rain, hail or shine unless the conditions are deemed unsafe to continue. No refunds will be made if you choose not to attend due to inclement weather.
15. There will be no refund on any unused portion of tickets if you are asked or forced to leave, or if you decide not to attend any part of the event.
16. To the fullest extent permitted by law, CGF and the Shire of Cuballing does not accept liability of any nature for the acts, omissions or default of those providing services in connection with the Festival, or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with this event, regardless of the cause (including negligence). For any condition or warranty imposed by legislation which cannot be excluded or modified, our liability for any breach of such condition or warranty will be limited, at our option, to the resupply of the services, the cost of having the services supplied again, or the refund of the money paid for the ticket. In no event will we be liable for any indirect, consequential, exemplary or special damages.
17. You agree that CGF can collect and keep personal information about you including your name, address, telephone number, email and the names of all ticket allocations. We may need to disclose your personal information as required by law or as permitted under the Privacy Act. CGF's Website Privacy Policy outlines how we will handle your personal information.



18. By purchasing a ticket, you consent to be included in any photography, film and/or sound recordings of the CGF or its surrounds and for these recordings to be used by us for any future CGF marketing and promotional purposes. If you do not wish to be included in photography or recordings of the event, please advise the Event Organisers prior to attending your event (project@cuballing.wa.gov.au)
19. Patrons under the age of 18 must be accompanied by a parent or legal guardian for entry in the licensed areas within our venues. Only juveniles accompanied and supervised by a responsible adult (as defined by s 125 (2)(b) of the Liquor Control Act) are permitted to enter and remain on the licensed areas. Section 125(2)(b) of the Liquor Control Act defines a responsible adult as: *a person shall be taken to be a responsible adult if that person was an adult who is a parent, step-parent, spouse, de facto partner or legal guardian of the juvenile, or other person in loco parentis to the juvenile.* Parents/legal guardians are also responsible for their children at all times at the Festival Campground.
20. 18+ patrons: Valid photo ID (a current Australian driver's license, current passport or proof of age card) may be required at Ticket Office and Festival bars.
21. Exposure to loud noise can damage hearing, particularly in children. Please consider well-fitting ear protection.
22. The consumption of liquor in licensed premises or areas at the Cuby GrooveFest is determined by a liquor permit, authorised by the Director of Liquor Licensing. Conditions determined in the liquor permit will be enforced at CGF events. Proof of identification must be provided on request. A current Australian Driver's Licence, current passport or West Australian Proof of ID card are acceptable for proof of ID.

The Cuby GrooveFest is a NON BYO event on Friday and Saturday nights. The liquor license commences at 5pm on Friday and NO alcohol can be taken into the licensed areas. Failure to adhere to license conditions may result in refused service, eviction or refusal of entry.
23. Neither CGF, the Shire of Cuballing nor any CGF venue will be responsible for any loss or damage to persons or the property (including personal property such as bags, money or other personal items) you buy or bring to the Festival.
24. In light of your agreement to all the terms and conditions contained herein, including that there shall be no refunds or exchanges relative to ticket purchases, you further agree, that in no event shall you commence a chargeback dispute with Your credit or debit card relative to the Tickets or services purchased hereunder or regarding any amounts forfeited hereunder any or similar charge reversal. You further agree that CGF and



the Shire of Cuballing shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder

25. CGF and the Shire of Cuballing shall not be responsible for any exchange rate losses incurred during the order or refund process.
26. There are risks involved in any Event. By going to the Event, you assume all risks incidental to the Event and release CGF, Shire of Cuballing, Trybooking, CGF venues and their respective affiliates, Event Management & Volunteers, from all claims related to or arising out of the Event or your presence at the Event. The ticket you hold is subject to all applicable policies of the Management of the Event. This ticket is a revocable license to enter the Event at the date and time listed on the front. This means that Management reserves the right, without paying a refund, to refuse entry or eject you if you are not complying with all Management policies applicable to the Event.
27. This CGF Brand and Events are copyright and other intellectual property rights whether registered or unregistered. Any other use of our print or digital collateral is prohibited, including but not restricted to: Modification; Reproduction; Transmission; Performance; and/or Display. The Cuby GrooveFest name and logo are subject to trademarks. The trademarks may not be used unless expressly permitted by an authorised Cuby GrooveFest representative.
28. The Cuby GrooveFest reserves the right to amend this policy at any time. Changes will be effective immediately upon posting an updated copy of these terms on our website.

If you have any queries, please contact Shire of Cuballing on (08) 9883 6031 or email project@cuballing.wa.gov.au