

**2017  
AUSTRALIAN INTERNATIONAL AIRSHOW  
AND  
AEROSPACE & DEFENCE EXPOSITION**

**CONDITIONS OF ENTRY**

**1. Tickets and Passes**

- 1.1 Persons not in possession of a current valid ticket or pass will not be permitted to enter the Event site.
- 1.2 No refund or exchange will be made if tickets or passes are not used either in full or in part.

**2. Carparks**

- 2.1 Event carparks are exclusively for the use of Event patrons.
- 2.2 All persons entering carparks must be in possession of, or immediately acquire, current valid admission tickets or passes to the Event.
- 2.3 No person may remain in a carpark without being in possession of a current valid admission ticket or pass to the Event.

**3. Right to Refuse Entry and to Remove**

- 3.1 The Organisers may, in their absolute discretion, refuse entry to the Event site or carparks to any person, vehicle, aircraft, container, equipment, product, substance or object.
- 3.2 The Organisers may, in their absolute discretion, require any person, vehicle, aircraft, container, equipment, product, substance or object to leave, or be removed from, the Event site or carparks.
- 3.3 Any person failing to comply with a direction on behalf of the Organisers to leave the Event site or carparks may be physically removed by the Organisers, their officials or security personnel.
- 3.4 Any vehicle, aircraft, container, equipment, product, substance or object not removed from the Event site (or carparks) in accordance with a direction on behalf of the Organisers may be physically removed by the Organisers, their officials or security personnel.

**4. Prohibited Items**

- 4.1 Persons, vehicles, aircraft and containers are not permitted to enter (or remain in) the Event site (or Event carparks) with any prohibited item.
- 4.2 Prohibited items include:
  - (i) materials, substances, explosives, pyrotechnics, weapons (including replica and toy firearms), projectiles and similar devices,
  - (ii) placards, flags, banners, signs, brochures and leaflets,
  - (iii) megaphones, amplifiers, loud speakers, lights and lasers,
  - (iv) paint, chemicals, spray cans, apparatus and equipment,

- (v) bicycles, scooters, golf carts and items of personal conveyance (other than wheelchairs for use by disabled persons),
- (vi) stoves, barbecues and cooking equipment,
- (vii) tents, structures, shelters and elevated seating,
- (viii) shade and/or beach umbrellas, and
- (ix) products or objects,

which, in the opinion of the Organisers, have or may have the potential to cause damage, injury, hazard, danger, disruption, public nuisance, offence, distress, public inconvenience or security risk.

- 4.3 All unlawful substances are prohibited items.
- 4.4 Alcohol may not be brought onto the Event site except with the prior express approval of the Organisers.
- 4.5 Animals and birds will not be admitted to the Event site or carparks except guide dogs being used by blind, deaf or otherwise disabled persons.

## **5. Remotely Piloted Aircraft (“Drones”)**

- 5.1 Remotely Piloted Aircraft (“drones”) may not be brought onto the Event site or the Event carparks except with the specific prior express permission of the Organisers.
- 5.2 If the Organisers permit the sale by vendors at the Event of Remotely Piloted Aircraft (“drones”), such Remotely Piloted Aircraft (“drones”) must at all times within the Event site and the Event carparks remain within the packaging in which the Remotely Piloted Aircraft (“drones”) were sold and supplied by the vendor and at all times such packaging must remain sealed and unopened while the Remotely Piloted Vehicle (“drone”) is within the Event site or the Event carparks.
- 5.3 Remotely Piloted Aircraft (“drones”) are not permitted to be flown or operated at the Event or within the Event site or the Event carparks.
- 5.4 The Organisers at any time may at their discretion: -
  - (i) revoke any prior permission or approval given by the Organisers for Remotely Piloted Aircraft (“drones”) to be brought onto the Event site or the Event carparks,
  - (ii) require any person with a Remotely Piloted Aircraft (“drone”) to remove it from the Event site or Event carpark, or
  - (iii) take possession of any Remotely Piloted Aircraft (“drone”) at the Event site or the Event carparks, remove it from the Event site or Event carpark and/or retain possession of the same until after the conclusion of the Event.
- 5.5 Remotely Piloted Vehicles (“drones”) are prohibited by the Aviation Safety Regulations from being flown within 5.5 kilometres from Avalon Airport. Breaches may result in prosecution and be punishable by fines and/or imprisonment.

## **6. Submission to Search**

- 6.1 It is a condition of entry to the Event site or carparks that all persons consent to being searched for prohibited items and Remotely Piloted Aircraft (“drones”) at any time by the Organisers, their officials or security personnel.
- 6.2 It is a condition of entry to the Event site or carparks that all persons consent to their vehicles, aircraft, containers, bags, luggage, receptacles, clothing, promotional materials, exhibits, stands, equipment, personal property and effects being searched for prohibited items and Remotely Piloted Vehicles (“drones”) at any time by the Organisers, their officials or security personnel.

## **7. Identification Requirements**

- 7.1 All persons admitted to the Event site or carpark must produce on demand to the Organisers, their officials or security personnel personal identification (such as current drivers licence, proof of age card, service identification, passport etc).

## **8. Security Surveillance**

- 8.1 The Event site or carpark may be under security surveillance and persons may be filmed at any time.

## **9. Lost or Unattended Items**

- 9.1 Bags, luggage, receptacles and personal effects left unattended within the Event site or carpark will be removed from the venue without notice and may be destroyed.

## **10. Suspicious Objects**

- 10.1 Suspicious objects or persons behaving in a suspicious manner should be reported immediately to the Organisers, their officials, security personnel or the police.

## **11. Instructions and Directions**

- 11.1 All persons admitted to the Event site or carpark are required to comply with all instructions and directions issued by the Organisers, their officials and security personnel.

## **12. Release of Liability**

- 12.1 All persons admitted to the Event site or carpark are advised that airshows and expositions include elements of danger and risk of injury. The approvals required by the applicable authorities have been obtained for the staging of the Event and such precautions as are reasonably appropriate will be taken to minimise risk to those in attendance. It is a condition of entry that all persons attending the Event do so accepting that all risks cannot be eliminated.

- 12.2 The Organisers do not accept responsibility for any negligent acts or omissions by performers, display participants, spectators, visitors, exhibitors, caterers, contractors, suppliers or persons other than the Organisers, their officials, servants or agents.

## **13. Alteration to Program etc.**

- 13.1 Program, display and exhibition content, duration and timing may be subject to alteration without notice.
- 13.2 The right is reserved to vary, add, withdraw or substitute performances, exhibits and displays and/or to vary advertised programs, seating arrangements and facilities at any time and without notice.

## **14. Cancellation, Abandonment and Postponement**

- 14.1 If any part of the Event or any performance, display, exhibit or other element of the Event is cancelled, abandoned or postponed, in whole or in part, due to adverse weather or for any other cause reasonably beyond the Organisers' control, there is no right to refund or exchange and no obligation on the Organisers to arrange any substitute event, performance, display, exhibit or element.

## **15. Exploitation of Film, Sound, Video, Recording, Software etc.**

- 15.1 No person who enters or has entered the Event site or carparks shall without the prior written consent of the Organisers sell, license or otherwise exploit, or attempt to exploit, any material whether written or in the form of digital or photographic film, sound, video or other recording or computer software obtained or made at the Event site or carparks.
- 15.2 Without limiting the provisions of condition 15.1, it is a condition of entry to the Event and the carparks that:
- (a) a person cannot make, create, record, transmit, reproduce or use any recording, data or image at the Event or in the carparks for any form of public advertisement, transmission, display, or for profit or commercial gain, or for any other purpose (except for the private enjoyment of the person making the recording, data or image) without the prior written consent of the Organisers; and
  - (b) if a person makes, creates, records, transmits, reproduces or uses any recording or image of, at or in relation to the Event or any part of it or in the carparks with or without the consent of the Organisers, that person shall, on request by the Organisers, assign in writing all copyright and all other intellectual property in any such image or recording to the Organisers or their assignees or nominees as directed by the Organisers.
- 15.3 All persons entering the Event site or carparks agree that the Organisers' remedies for breach of this condition 15 shall not be limited to damages and may include all and any profits made as a result of such breach.

## **16. Recording or Images etc of Attendees**

- 16.1 Attendees at the Event or in the carparks acknowledge that the Organisers and third parties authorised by the Organisers may make, create, store, record, transmit, reproduce or use recordings and images or any of them of, at or in relation to the Event (including, without limitation, of attendees). Unless the attendee otherwise reaches an agreement with the Organisers, each attendee hereby grants the Organisers and third parties authorised by them permission to use recordings and/or images, or other images or likenesses of the attendee, in any media (including publication within and outside Victoria, Australia) and for any purpose without identification or compensation or payment of any kind.
- 16.2 Unless the attendee otherwise reaches an agreement with the Organisers to the contrary, the attendee consents to the Organisers (and third parties authorised by the Organiser) taking photographs, film, tape and other images or likenesses of the attendee, or any sound recording, and using them as hereinbefore described.

## **17. Privacy**

- 17.1 The Organisers collect personal information about attendees at the Event which is necessary for them to operate the Event and to help promote the Event and subsequent or related or similar events and other event and activities conducted by the Organisers and by their Related Bodies Corporate. In particular, the Organisers may collect the name, address and phone number of attendees for the purposes of coordinating the seating and/or viewing arrangements at the Event and of conducting research, marketing and promotional activities in relation to the Event and other subsequent events and activities conducted by the Organisers and their Related Bodies Corporate.
- 17.2 Attendees hereby consent to the use and disclosure of their personal information by the Organisers and their Related Bodies Corporate to research, marketing and promotional organisations for the purposes set out in the first paragraph of this condition 17 unless the attendee otherwise notifies the Organisers by contacting the Privacy Officer of the Organisers as described below.

- 17.3 Unless attendees advise otherwise, attendees consent to receiving future promotional and marketing material from the Organisers and their Related Bodies Corporate, including via electronic messages (e.g. email, SMS etc), and telephoning attendees for an indefinite period.
- 17.4 Attendees have certain rights to access their personal information held by the Organisers and can request access by contacting the Organisers' Privacy Officer at PO Box 4095, Geelong, Victoria 3220.

**18. Event**

- 18.1 In these conditions, the term "Event" means the 2017 Australian International Airshow and Aerospace & Defence Exposition.

**19. Organisers**

- 19.1 The 2017 Australian International Airshow and Aerospace & Defence Exposition (the "Event") is staged, conducted and presented by Aerospace Australia Limited (ACN 091 147 787).
- 19.2 In these conditions:
- (i) The term "Organisers" means Aerospace Australia Limited.
  - (ii) The term "Related Body Corporate" and the term "Related Bodies Corporate" have the meanings attributed to those in the terms by the Corporations Act 2001.