



# Australian Pipe Band Championships

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## General Terms and Conditions

### TERMS AND CONDITIONS (TEMRS)

#### *Definitions:*

“Organiser” - shall mean Pipe Bands Australia Inc. ABN 12 631 669 361 and the Western Australian sub-branch.

“Attendee” - refers to spectators wishing to view the Australian Pipe Band Championships

“Championship” - shall mean the Australian Pipe Band Championships

“Competitor” - refers to ticket holders intending to compete in the Championships event(s)

“Event” - refers to the Pipe Bands Australia event, held on dates as advertised at [www.pipebandsaustralia.com.au](http://www.pipebandsaustralia.com.au)

“Terms” - refers to these Terms and Conditions

“Precinct” - refers to the venue and grounds area defined by the Organiser as being the location of the Event and all relevant boundaries

“Official” - a representative appointed by the Organiser to represent the coordination of the Event

#### **General**

- Nothing in these Terms is intended to exclude, restrict, or modify rights which Attendees may have under consumer protection legislation - which may not be excluded, restricted, or modified by agreement
- Smoking of tobacco and/ or e-cigarette products is not permitted at the Event unless in designated, signed areas
- The consumption and/ or use of illegal substances is strictly prohibited
- Entry to the event shall serve as the Attendee’s acceptance of these Terms

- With exception for the Organiser's negligence/ breach of contract or as expressly provided in these Terms, the Organiser will not be liable for any injury, loss or damaged suffered by Attendees in connection with the Event and the venue; including liability for any injury, loss or damaged caused by the Organiser or its employees, contractors, or agents
- The Organiser will make every effort to deliver the services advertised yet, reserves the right to cancel, withdraw, postpone and/ or re-schedule any displays or presentations in the Event without notice
- Competition entry is open only to financial members of PBA and its overseas affiliates (Contest Reg A1.12.01)
- The Organiser makes no promise that Attendees should expect to have unimpeded views of all Event displays and makes no guarantees thereby
- The Organiser reserves the right to update any terms and conditions where necessary for the safe and effective coordinator of the Event without notice
- The event will be run in accordance with PBA Contest Regulations in force on the day of contest.
- All participants are required adhere to PBA Code of Conduct.
- Courtesy, respect and politeness is expected at all times from all participants.
- The Organiser collects personal information solely for the purpose of event coordination and in accordance with relevant State and Federal privacy laws. Information will not be shared with third parties except as required by law or for the fulfillment of the Organiser's legitimate operational purposes.
- All attendees and participants acknowledge that attendance and participation in the Event is at their own risk and are responsible for their own wellbeing and conduct while onsite.

## Terms for Competitors

- The Australian Pipe Band Championships will be conducted across and within the Pipe Bands Australia (PBA) band gradings in accordance with provisions of the Pipe Bands Australia's Contest Regulations current on the day of the event.
- Promoter events will be in accordance with Contest Regulations as far as practicable as determined by the Contest Supervisor
- The Schedule of Awards and Prizes will be announced before the event.
- Bands may only compete in their registered grade(s) (A.2.01.05)
- All bands are required to participate with full contingents in the Massed Band display(s) and award ceremony held during the event. Written submissions may be made where exceptional circumstances warrant consideration of an exemption. Submissions should be made in writing to [events@pipebandsaustralia.com.au](mailto:events@pipebandsaustralia.com.au) no later than seven(7) prior to the event. Submissions should be formed on an appropriate and compelling basis.
- All competitors and participating conductors must present during competition and Massed Bands/ Award ceremonies in their Pipe Bands Australia registered band uniform or other, appropriate highland attire - to the satisfaction of the Contest Supervisor (A.3.06.06, A.3.07.05, B.1.04, C.1.04, D.1.08 and other applicable regulations as they apply).

- A provisional draw is scheduled to be released prior to the event.
- 48 hours will be allowed to capture and process necessary changes with a final draw will be published thereafter.
- All enquiries on the day must be directed to the PBA Contest Supervisor noting that no other person is authorised to grant any dispensations or special considerations.
- Entries will not be accepted past the advertised closure. This is necessary to allow adequate time to compile and circulate a fair and accurate performance draw, consistent with PBA Contest Regulations.
- In each event a minimum of 2 (two) entrants are required to hold a contest. In the event of cancelled events refunds will be made available to competitors.
- Should a tie arise in a championship event, it will be resolved in accordance with Section B.1.09 of the Contest Regulations of Pipe Bands Australia
- All competitors are to be dressed in traditional highland attire for their performance as well as at any award presentation, to the satisfaction of the Contest Supervisor. This includes appropriate headwear. Prizes and/or awards may be withheld in the event of non-compliance. PBA Contest Regulation D.1.08 applies.
- No entry is complete without payment and except as otherwise may be herein provided, fees are non refundable.
- All attendees participate in the Event at their own risk. By attending, all participants agree to indemnify Pipe Bands Australia Inc., the venue provider, and their respective staff, volunteers, and agents against any claim or liability arising from travel to, attendance at, or participation in the Event.
- In the case of Bands the named contact person shall bear the responsibility of ensuring all their attendees are made aware of the requirements of these terms and conditions.

## Terms of Admission

The Organiser reserves the right:

- with reasonable cause, to refuse entry and/ or remove any person(s) without the entitlement of a refund, including, yet not limited to any person who is deemed to have disturbed the safe operation of the Event, or failed to comply with any or all reasonable request(s) made by the Organiser or their appointed proxy, or breached the Organiser's/ Events respective [Codes of Conduct](#).

Attendees accept:

- That entry to the Event may be subject to the inspection of backpacks and/or similar items carried in compliance with the Organiser's security policies. Searches may be extended to clothing and other personal possession where deemed necessary. Failure to comply with this request may result in non-admittance to the Event.
- They must comply with any reasonable direction given by the Organiser and/ or their appointed proxy

- Admittance will not be granted to person(s) found carrying articles deemed dangerous, prohibited under law, alcohol or generally not permitted at the Event. This may include items which stand to cause nuisance or danger and vehicles, or other transportation devices with the exception of those required due to disability or advancement in age
- No animals are permitted within the Precinct/ grounds at any time with the exception of certified assistance animals. Certification must be presented where requested by an Official
- Access to the venue is only through authorised, pre-determined points of entry.

### Communication

- The Organiser reserves the right to communicate with attendees and/ or parents or guardians (in the case of a Juvenile attendees) care of the details provided during registration as required to convey important event information.

### Promotional Material

- The Organiser reserves the right to capture the Event both photographically and in video mediums for promotional purpose(s) and subsequent distribution on the Organiser's external media outlets and for sharing with the Organiser's approved external news media outlets.
- Attendees may make application to exclude themselves from said materials by speaking with Event Officials or in writing c/- [events@pipebandsaustralia.com.au](mailto:events@pipebandsaustralia.com.au)
- Attendees acknowledge that photographs, video and audio recordings taken at the Event may be used under the "fair dealing" provisions of Australian and international copyright law for purposes including news reporting, commentary, and event promotion.
- Recording and photographic of the Event on personal devices is permitted for personal use only. All imagery remains the property of the Organiser and its dissemination for commercial gain is subject to the explicit authorisation of the Organiser.

### Prize Schedule

- Shall reflect the number of participants as follows:
  - i. 1<sup>st</sup> Prize Only - up to two (2) competitors
  - ii. 1<sup>st</sup> & 2<sup>nd</sup> Prize - up to three (3) competitors
  - iii. 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> - four (4) or more competitors
- A prize schedule will be published prior to the event(s).

### Refunds

- No refunds will be issued without the express authorisation of the Organiser in writing.
- Refunds will not be issued within 10 days of the event.
- Request for refunds must be submitted in writing and directed to the Organiser c/- [events@pipebandsaustralia.com.au](mailto:events@pipebandsaustralia.com.au)