Ticket and Entry - Terms and Conditions

Thank you for your interest in participating in a Sydney Harbour Concours event. Before purchasing a ticket or product from Sydney Harbour Concourse (ABN: 68 690 621 035), hereafter known as SHCE, I acknowledge I have read and understood the following conditions:

1. Introduction and Disclosures
2. General Terms and Conditions
3. Conditions of Entry
4. Our Products
5. SHC Pty Ltd Privacy Policy

By opting to purchase, allocate or possess an event ticket you automatically agree to be bound by the Terms and Conditions and any other Terms and Conditions displayed at the entry to the event, event activities, experiences or shows. For minors (any person under 18 years of age), the ticket purchasing adult warrants they have parental or guardian authority to accept these terms on behalf of any minor attending the event in their care.

If you do not agree with any of the clauses listed below or do not agree with the risk allocations listed here, please do not purchase tickets or enter our event premises.

For the purposes of below a "Child", or "Children" is anyone aged between 2 years and 12 years. An "adolescent" is anyone aged 13-17 years of age inclusive. An "adult" is anyone aged 18 and over. An "infant" is a "babe in arms" aged up to 2 years old.

1, Introduction & Disclosures

1.1 We may update or revise these Terms and Conditions from time to time. Any reasonable variations become effective on display. You can find the most current version on our website (www.sydneyharbourconcours.com.au)

1.2 By completing a purchase of the ticket or product you consent to being bound by the Terms and Conditions.

1.3 In particular, I understand that SHCE may impose restrictions or access to the event and its attractions at any time due to weather, pandemic, epidemic, maintenance and any other reason to protect attendee safety.

2, General Terms and Conditions

2.1 The ticket you purchase has a revokable licence for you for access to the event at the time and date specified. In circumstances, such as in public interest or attendee safety, this licence can be revoked at any time by SHCE at its sole discretion, without

any prior notifications or compensation options. If the licence is revoked, you will not be granted entry at the venue.

2.2 The bearer assumes full responsibility for the event tickets once received. SHCE has no liabilities – financial, legal or otherwise for delivered tickets that are lost, stolen, damaged, destroyed, on sold or rendered unusable in any way.

2.3 Lüp Events is the sole authorized source for purchasing event tickets. If you obtain your ticket form any other unauthorized source, you take the risks of those tickets turning out to be fraudulent or stolen. The issuer has the right to dishonour any stolen, counterfeit, fraudulent tickets as null and void. Should you no longer be able to attend the event on your original date, it may be possible to exchange your ticket for another day based on availability. Please contact us at info@sydneyharbourconcours.com.au

2.4 Lüp Events may process and use the ticket bearer's data and information about the ticket purchaser activities of use on their site to generate anonymised and aggregated statistical and analytical data. Lüp Events may also use ticket purchasing activity and statistical data to develop, enhance and improve the ticket sales services.

2.5 SHCE Event Tickets provided to you are not for reselling, copying, reproducing or misrepresenting in any form. You cannot use the tickets for any promotional or advertising purposes either (including competitions and raffles) without prior written permission from SHCE. Any proven records of such activities without authorization will result in immediate cancellation of your ticket(s).

2.6 SHCE has the right to void tickets and deny entry if there has been any violation of the event ticketing terms and conditions or if the ticket bearer puts other attendees' safety at risk in anyway. In case of any conflicts, the decision of SHCE will be deemed final *(i.e., the issuer will remain the final arbiter in cases of disputes)*.

2.7 SHCE events operate "rain or shine". The event service will be deemed to have been delivered in its entirety as soon as the event starts on **February 26, 2027**. From that point on, no refund requests will be entertained.

2.8 If you cannot access any section(s) of the venue - due to delays, federal regulations, non-adherence to organiser policies, weather-related problems, emergencies, venue shutdown/evacuation or any other reason beyond the control of SHCE, you may not be eligible for any refunds or future credits.

2.9 If the event is cancelled partially such as for 1 day, or in its entirety due to any unforeseen circumstances or factors, SHCE has the sole and absolute right to:

i. Reschedule the event, or

ii. Issue a partial/ full refund, or

iii. Provide a comparable 'make good' option

iv. Not issue any refunds

2.9.1 These factors are inclusive of, but not limited to, natural disasters, federal/state announcements, strikes, delays in production, pandemics, war, venue maintenance and safety issues, weather of any unforeseen factors and causes not in control of the organizer and the like. Please note that the decision of SHCE in such cases will be deemed final and binding.

2.9.2 In case the event is fully cancelled, the refund, if issued, will include ONLY the face value/printed value of the ticket(s). The bearer cannot, under any circumstances, claim refunds on shipping fees, processing fees, handling fees, optional ticket insurance and such other charges.

2.9.3 In the case of event cancellation SHCE assumes no responsibility for any third-party costs incurred because of the ticket purchase, such as event related travel and accommodation fees. SHCE recommends anyone travelling to attend the event arrange suitable travel insurance with a reputable supplier.

2.10 Losses, if any, occurring due to foreign exchange fluctuations at the time of refunds, must be borne by the purchaser. SHCE cannot be, in any way, held liable for that.

2.11 Tickets for SHCE events cannot be redeemed for cash or credits.

2.12 All ticket sales are final. Returns, exchanges, or cancellations will not ordinarily be provided, except at SHCE's discretion, acting reasonably, or where required by the Australian Consumer Law.

2.13 SHCE may sell official merchandise via our website or bundled with the ticket transactions. Unless collecting at the event, it is your responsibility to provide the correct information for merchandise delivery. Refunds or re-issues will not be provided for missing or incorrect details.

2.14 Due to requirements of the Sydney Harbour Federation Trust, which manages Cockatoo Island as a Commonwealth heritage site, children aged 2 to 12 years must be pre-registered by name and hold a valid ticket. Each adult ticket holder may bring up to two (2) children aged 2 to 12 years free of charge. Additional children's tickets are available for $50 per child, per day.

Attendees aged 13 to 17 years must hold a valid Teen Ticket at a cost of $65 per person, per day.

Infants under 1 year of age ("babes in arms") may attend free of charge and do not require a ticket.

2.15 When participating in event activities, persons under 18 year of age must be supervised by a responsible adult. SHCE does not take responsibility for infants,

children and adolescents onsite. All infants and children must be supervised by their responsible adult(s) at all times.

2.16 Some SHCE events or sessions may be restricted to persons aged 18+ and when available this is posted clearly on the ticketing website. It is your responsibility to check the session information thoroughly to ensure you are purchasing the correct age session or ticket. For 18+ age sessions by purchasing or holding the event adult ticket you automatically confirm that you/the attendee(s) are above the "minimum age" or older at the time of entry for the ticketed session.

2.17 By purchasing tickets to any SHCE hosted event and presenting the same at the venue, you give your consent to SHCE to collect certain information about yourself *(name, picture, date of birth, email, address, etc.)* for verification, marketing and archive records. For information on how this information is used, please refer to our privacy policy on our website.

2.18 SHCE events may be held in heritage-listed venues that contain uneven surfaces, historic infrastructure, industrial remnants, varying ceiling heights, and other features inherent to the venue's character. Attendees enter and remain at the venue at their own risk and are responsible for taking reasonable care for their own health, safety, personal belongings, and property.

2.19 To the fullest extent permitted by law, SHCE accepts no responsibility or liability for any loss, theft, damage, or misplacement of personal property, or for any personal injury, loss, or damage arising from attendance at the venue, except where such liability cannot be excluded by law.

SHCE will not provide reimbursement or compensation for claims relating to lost, stolen, damaged, or misplaced property.

2.20 All SHCE hosted events follow a common '*zero-tolerance policy*' towards unauthorized drug usage or carrying at the venue, AND towards any type of behaviour/actions that can be interpreted as lewd or obscene. If you are found in possession of prohibited items at SHCE events and/or if you indulge in any objectionable action, your participation in the event will be terminated immediately. Your event ticket(s) will become void from that point on. No refund will be given.

2.21 Please note that you purchase tickets to all SHCE hosted events on your own free will. As such, you do not have the right to initiate a chargeback claim or dispute on the provider of the credit card/debit card that had been used for the transaction. Further refund/return/cancellation requests will not be entertained either. In the instance SHCE is made aware of any completed chargeback claim all tickets issued corresponding to the transaction will become immediately null and void.

2.22 In all cases of disputes between the ticket-bearer and the ticket-issuer (SHCE), the decision of the latter will be deemed final. In case a dispute cannot be resolved, the help of an independent third-party arbiter will be sought.

2.23 While participating in the event, you and your attendee(s) should always take care. Participating in some event activities and activations such as entertainment activities, boating, car parades, and many other items may pose a risk of personal injury, loss or damage to clothing and even death. Always follow safety direction of our staff. Unless injuries, loss or damages occurs as a direct result of our negligence, SHCE is not responsible for any injury, loss or damage sustained by you or you attendee(s) as a result of, use of or participating in such activities onsite.

2.24 You agree to indemnify, and keep indemnified, SHCE, its officers, employees, contractors, and agents against any loss, liability, cost, expense, or claim (including reasonable legal costs) arising from or in connection with:

(a) your breach of these Terms and Conditions;
(b) any negligent, wrongful, or unlawful act or omission by you or your attendee(s); or
(c) any damage caused by you or your attendee(s) to a display vehicle, venue property, or any third party.

This indemnity does not apply to the extent that the loss, liability, cost, expense, or claim arises from the negligence or wrongful act of SHCE.

2.25 These terms, including any dispute which may arise from these terms, will be governed by the laws of New South Wales Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

2.26 Nothing in these Terms and Conditions excludes, restricts or modifies, or purports to exclude, restrict or modify, any guarantee, right or remedy conferred on you under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot lawfully be excluded, restricted or modified. Where SHCE's liability for a failure to comply with a consumer guarantee cannot be excluded but may be limited, SHCE's liability is limited, to the extent permitted by law, at SHCE's option, to one or more of the following: (a) in the case of goods, the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again. To the extent any other clause in these Terms and Conditions is inconsistent with this clause, this clause prevails.

3, Conditions of Entry

3.1 SHCE uses licensed venues and as such anyone entering SHCE events is bound by the requirements of the liquor act 2007.

3.2 In NSW, it is an offence for minors (person's under 18 years of age) to purchase or consume alcohol and these activities will result in your participation being terminated from the event. Your event ticket(s) will become void from that point on. No refund will be given.

3.3 In NSW, it is an offence to supply alcohol to a person under 18 years of age. Participation in this activity will result in your participation being terminated from the event. Your event ticket(s) will become void from that point on. No refund will be given.

3.4 Attendee(s) required to show a valid identification (ID) as proof of identity must produce one of the following:
(i) A valid Passport with a photograph
(ii) A valid Australian Driver's License
(iii) A valid Proof of Age or Photo Card

3.5 No external alcohol is permitted at the event or during side activities (such as Harbour Cruises, or boat transfers). Any alcohol obtained while participating in a SHCE event activity may not be taken from the venue.

3.6 Other than for infants or medical purposes, no external food or beverage will be permitted in the event site or when participating in event activities.

3.7 SHCE collects special dietary requirements during the ticketing process and will take reasonable steps to accommodate common dietary needs, including through the provision of designated special meal options where available. Staff will be available onsite to answer questions about ingredients in SHCE-catered food and beverages.

However, SHCE catering is prepared in an environment where a range of ingredients, including common allergens, are present, and SHCE cannot guarantee that any dish is free from a particular allergen or ingredient due to the risk of cross-contamination or ingredient substitution. It is the responsibility of each attendee to inform SHCE of any relevant dietary requirements, allergies, or intolerances at the time of booking, and to check with onsite staff before consuming any food or beverage if they have any doubt about its contents. Attendees with severe allergies or intolerances are strongly encouraged to bring any necessary medication (such as an EpiPen) and to speak with a staff member before eating.

Nothing in this clause excludes SHCE's obligation to take reasonable care, or any rights you have under the Australian Consumer Law.

3.8 Attendees are encouraged to embrace the spirit of the Event by dressing in smart casual, business casual, or similarly appropriate attire. While not mandatory, guests are respectfully discouraged from wearing singlets, tracksuit pants, athletic wear, dirty workwear, or other highly casual clothing.

SHCE reserves the right to refuse entry where attire is offensive, unsafe, or inconsistent with the reasonable presentation standards of the Event

Suitable footwear must be worn at all times unless removal is specifically required for participation in a specific activation. At the completion of participation in the activation, you, the attendee(s) will immediately replace your shoes.

Your event wristbands must be visible at all times.

3.9 For safety reasons infants and small children may not be permitted on some activities at our events.

3.10 Wristbands are void if removed. Lost or removed wristbands will not be replaced.

3.11 Strollers, prams, wheelchairs and other mobility aids are permitted within the event area. Such items must always remain at least 1.5 metres from all Concours vehicles unless otherwise authorised by SHCE staff.

Attendees are responsible for ensuring that strollers, prams, wheelchairs and mobility aids are operated safely and do not come into contact with displayed vehicles. SHCE accepts no responsibility for damage caused to vehicles because of an attendee's actions or failure to comply with these Conditions of Entry. Any damage caused to a vehicle by an attendee, their child, or any equipment under their control may be the responsibility of that attendee.

3.12 This event features moving vehicles and the display of rare, historic, and high-value motor vehicles. Attendees are responsible for remaining aware of their surroundings, exercising due care at all times, and following any directions issued by event staff. Attendees must not touch, lean on, enter, or otherwise interfere with any display vehicle unless expressly invited to do so by the vehicle owner or an authorised representative. Any damage caused by an attendee may result in removal from the event and liability for any resulting loss or repair costs.

3.13 Smoking and vaping is prohibited in all areas of SHCE event venues except in the designated areas.

3.14 Pets and other animals are not permitted into SHCE events (except licensed guide and service dogs).

3.15 You agree to depart the event site promptly at the end of the event.

3.16 You and your attendee(s) agree to abide by all instructions of staff, health and safety rules, security requirements and safety related sign postings and policies while onsite. Failure to follow safety related instructions may result in your participation being terminated from the event. Your event ticket(s) will become void from that point on.

3.17 Non-professional photography and video recording is permitted at SHCE events. All images must be for non-commercial use. Unless specifically authorized by SHCE under prior arrangement we do not permit professional or commercial photo shoots at our events.

3.18 SHCE does not supervise the taking of non-professional and video recording at our events and so we cannot be responsible if you the attendee(s) (including, infants and children) are featured in any other visitors photographs and videos which are subsequently distributed or published in any form.

3.19 By entering the event, attendees acknowledge and agree that photography, video recording, and commercial filming may take place at the event, including for film, television, promotional, marketing, documentary, or other media productions. Attendees consent to the use of their image, likeness, voice, and appearance as captured incidentally or in the background of such photography or recordings, without compensation or further notice. All rights in such recordings shall belong to the relevant producer, filmmaker, or SHCE, as applicable.

3.20 By attending the Cockatoo Island event, attendees acknowledge and agree that official event photography and videography will be captured throughout the venue. As a condition of the event's use of the heritage-listed site, copies of official event photographs and recordings must be provided to the Sydney Harbour Trust for archival, historical, cultural, administrative, or promotional purposes. Attendees consent to the capture and use of their image, likeness, and appearance in such materials without compensation, notification, or further consent.

3.21 SHCE welcomes content creators and influencers to share their Event experience. However, attendees creating content for commercial gain, brand promotion, sponsorship obligations, media distribution, audience growth, or other business purposes must register with and be approved through the SHCE Influencer Program prior to the Event. SHCE reserves the right to remove, restrict access to, or deny future accreditation to any person undertaking unauthorised commercial content creation activities.

3.22 If you are in the business of (or planning to be in the business of) providing Prestige Motorcar or Concours experiences for a commercial gain in Australia, then you are a competitor of Sydney Harbour Concourse Pty Ltd. Competitors are not permitted to attend SHCE Events in an attempt to replicate our ideas and experiences. If you breach this provision, Sydney Harbour Concourse Pty Ltd will hold you fully responsible for any

loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

3.23 SHCE and its authorised staff and security personnel reserve the right, acting reasonably, to refuse entry to, or remove from, any SHCE event any person who:

(a) is intoxicated, or reasonably believed to be under the influence of drugs or alcohol to a degree that poses a risk to themselves or others;
(b) engages in conduct that is threatening, abusive, harassing, disorderly, or which endangers the safety of other attendees, staff, exhibitors, volunteers, or vehicle owners;
(c) fails to comply with a reasonable direction given by SHCE staff or security personnel, including directions relating to safety, crowd management, or venue rules;
(d) is in possession of a prohibited item, including but not limited to weapons, illegal substances, glass containers, drones or other unmanned aerial devices, or laser pointers;
(e) does not hold a valid ticket or wristband, or whose ticket or wristband has been voided under these Terms and Conditions; or
(f) SHCE reasonably believes poses a risk to the safety, security, or successful running of the event, or to the display vehicles and activations present at the venue.

Where a person is refused entry or removed under this clause, their ticket becomes void from that point and no refund, compensation, or credit will be provided, except where required by law. This clause is in addition to, and does not limit, SHCE's other rights under these Terms and Conditions, including those set out in clauses 2.20, 3.2, 3.3, and 3.14.

3.24 For the safety of all attendees, exhibitors, and the display vehicles present, SHCE and its authorised security personnel may conduct bag, personal item, and vehicle searches at entry points and throughout the event, using visual inspection, electronic screening (including bag scanners or metal detection), or both. By entering the event, attendees consent to such searches.

Attendees may be asked to open bags, remove items for inspection, or surrender prohibited items for the duration of the event or permanently, at SHCE's discretion, acting reasonably. Any person who refuses a reasonable request to be searched may be refused entry or removed from the event in accordance with clause 3.21, and no refund, compensation, or credit will be provided, except where required by law.

SHCE takes reasonable care in conducting searches but is not liable for any delay, inconvenience, or loss arising from the search process, except to the extent caused by SHCE's negligence.

3.25 The following items must not be brought into or used at any SHCE event, and will be confiscated if found:

(a) weapons of any kind, including firearms, knives, and other sharp or bladed objects, whether or not lawfully licensed;
(b) illegal drugs or substances;
(c) drones, unmanned aerial vehicles (UAVs), or remote-controlled aircraft of any kind, unless operated by an authorised SHCE contractor for official event purposes;
(d) laser pointers or similar light-emitting devices;
(e) fireworks, flares, or other pyrotechnic devices;
(f) any item that SHCE reasonably considers may pose a risk to the safety of attendees, staff, exhibitors, or the display vehicles present at the venue.

Confiscated items will not be returned unless SHCE, acting reasonably, agrees otherwise, and SHCE accepts no liability for items confiscated, surrendered, or disposed of under this clause. A person found in possession of a prohibited item may be refused entry or removed from the event in accordance with clause 3.21, and no refund, compensation, or credit will be provided, except where required by law.

4, Our Products

4.1 The images of the products and packaging on our website and social media are for illustrative purposes only. By agreeing to purchase these products you understand that the packaging and product may vary slightly from those images.

4.2 If you have purchased a product to be delivered it is your responsibility to ensure the correct address is provided and your address details are up to date. Please contact us at info@sydneyharbourconcours.com.au immediately to update your address. SHCE is not responsible for items which are returned, missed or do not reach their destination due to incorrect details.

4.3 Unfortunately we do not deliver to addresses outside Australia.

4.4 Delivery by nature, may be affected by events outside SHCE control, especially in rural and remote areas. For any issues related to the delivery of your order please contact us at info@sydneyharbourconcours.com.au providing your or order reference and contact us using the email used to purchase your tickets.

4.5 Purchased items may not be exchanged or returned unless faulty. SHCE reserves the right to request proof of purchase on all returns.

4.6 We will make refunds available to you as soon as reasonably possible, and in any case within 30 days of you advising us of your faulty return.

4.7 Refunds will be made via the original payment method.

5, Gift Vouchers

5.1 As per Australian Consumer Law our events and the corresponding goods are available for a limited time. Gift vouchers purchased during ticketing are provided as a

limited event opportunity and are redeemable at our event merchandise store for the duration of the event only. For the avoidance of doubt, gift vouchers for Sydney Harbour Concours dÉlegance 2027 would be redeemable at the 2027 event.

5.2 Gift Vouchers are redeemable for merchandise only and not redeemable for cash. No change will be given for any remaining gift voucher value.

5.3 Treat gift vouchers as cash. They will not be replaced if lost or stolen.

5.4 Your purchase, redemption or attempted redemption of the gift card constitutes acceptance of these terms of use.

6, Complaints

6.1 We accept that, despite every effort being made to ensure you have a trouble free, enjoyable experience, in a live environment, things may occasionally not go to plan. If you have a complaint in relation to SHCE events, please inform our staff in the first instance so we may attempt to resolve the problem as soon as possible.

6.2 If you wish to take matters further, please email us at: info@sydneyharbourconcours.com.au detailing the nature of your complaint. When making a complaint by email please provide your booking name, date of visit and the email address with which you made your booking. This will help us greatly to resolve the matter as soon as possible.

6.3 All complaints should be received as soon as possible and no later than 30 days after your visit. This is to ensure we have reasonable opportunity to make appropriate enquiries and obtain evidence. If you do not follow this procedure, it may be harder to resolve your matter, and this could prejudice any claim that you wish to make.

6.4 You must, in any event, notify us of any claim within 4 weeks of the event concluding.

7. General Provisions

7.1 If any provision of these Terms and Conditions is held to be invalid, unlawful, or unenforceable by a court or tribunal of competent jurisdiction, that provision will be severed, and the remaining provisions will continue in full force and effect.

7.2 These Terms and Conditions, together with any other terms and conditions displayed at the event and referenced herein, constitute the entire agreement between you and SHCE in relation to your attendance at the event, and supersede all prior representations, understandings, or agreements, whether written or oral.

7.3 SHCE may assign, transfer, or novate its rights and obligations under these Terms and Conditions, in whole or in part, to any related body corporate or successor in

business, without your consent. You may not assign or transfer your rights under these Terms and Conditions without SHCE's prior written consent.