

**IMPORTANT NOTICE**

These Terms contain provisions which affect your legal rights.

Please read these Terms carefully before deciding whether to purchase a ticket for the Event.

If you do not understand any part of these Terms, you should obtain independent legal advice before you purchase a ticket for the Event.

Fizz&Taye is committed to the Responsible Service of Alcohol. Fizz&Taye and the Licensee of the Premises reserve the right to refuse service at the Event to anyone who they (in their sole discretion) feel is inebriated.

In consideration for, and as a condition of, being permitted access to and use of the Premises and participation in the Activities, you irrevocably acknowledge and agree to the terms and conditions set out within these Terms.

**Representations & Warranties**

1. You represent and warrant to Fizz&Taye that:

- (a) you and any Person For Whom You are Responsible are over 18 years old;
- (b) neither you nor any Person For Whom You are Responsible have relied on any representations or warranties that may have been made by Fizz&Taye or its Representatives in relation to the Activities (other than as set out in these terms); and
- (c) you have taken, or had the opportunity to take, independent legal advice as to the nature, effect and extent of these terms.

**Supply of Alcohol**

- 2. Any alcohol consumed by you, any Person For Whom You are Responsible or other attendees at the Event (as part of the Activities) is sold or supplied by the Licensee of the Premises.
- 3. Your payment for attending the Event will include payment for the supply of alcohol payable to the Licensee of the Premises and you appoint Fizz&Taye as your agent to arrange for the supply of the alcohol by the Licensee of the Premises to you (and, if applicable, any Person For Whom You are Responsible) at the Event.
- 4. Fizz&Taye reserves the right to request identification from you, any Person For Whom You are Responsible or any other attendee at any time and to refuse service if not satisfied that you or any Person For Whom You are Responsible (or any other attendee) are over 18 years of age.

**Insurance**

- 5. The welfare of you, any Person For Whom You are Responsible and any other persons at the Event is the responsibility of the Licensee of the Premises. Persons attending the event are to be covered by the relevant insurances of the Licensee of the Premises (including Public Liability Insurance).

**Authority to Accept on behalf of Third Parties**

- 6. You are authorised by all Persons For Whom You are Responsible to accept and enter into these Terms and the legal obligations that flow from them on their behalf.

**Liability/Limitations on Liability**

- 7. To the full extent permitted by law, Fizz&Taye and its Representatives are in no way responsible for any Claims or Liabilities for:
  - (a) any injury, illness or death that you or any Person For Whom You are Responsible may sustain; nor
  - (b) any loss, damage or theft of property belonging to you or any Person For Whom You are Responsible.
- 8. The risks associated with participating in the Activities include, but are not limited to, damage to property, injury, illness or death to participants (including yourself and Persons For Whom You are Responsible).
- 9. You and any Person For Whom You are Responsible have had the opportunity to consider the risks associated with participating in the Activities and freely and voluntarily accept:
  - (a) all of the risks (foreseeable and unforeseeable) that may result from you and any Person For Whom You are Responsible participating in the Activities; and
  - (b) any and all consequences which may result from those risks (whether foreseeable or unforeseeable).
- 10. All Implied Warranties are excluded to the full extent permitted by law.
- 11. To the extent any Implied Warranties cannot be excluded, liability for any breach of any Implied Warranty is limited to:
  - (a) in the case of any Implied Warranty relating to goods:
    - (1) the replacement of those goods or the supply of equivalent goods; or
    - (2) the cost of replacing those goods or supplying equivalent goods; and
  - (b) in the case of any Implied Warranty relating to services:

- (1) the re-supply of those services; or
- (2) the cost of re-supply of those services.

#### **Standards of Behaviour at Events**

12. While on the Premises or participating in the Activities you and any Person For Whom You are Responsible will, at all times, exhibit appropriate behaviour. Behaviour which is inappropriate, drunken, offensive or abusive may result in eviction from the Event.
13. If you or any Person For Whom You are Responsible observe any uncontrolled hazard or risk, you and any Person For Whom You are Responsible will immediately cease any actions undertaken by you or any Person For Whom You are Responsible contributing to that hazard or risk, take those steps which are available to you and any Person For Whom You are Responsible to reduce the hazard or risk and inform the nearest Fizz&Taye Representative of the hazard or risk and steps taken.
14. While on the Premises or participating in the Activities you and any Person For Whom You are Responsible will, at all times, follow:
  - (a) the lawful directions of any of Fizz&Taye, the Licensee of the Premises and any of their respective Representatives; and
  - (b) any signage displayed on or in relation to the Premises.
15. For the purposes of enforcing the requirements of clauses 12 - 14 of these Terms, Fizz&Taye or the Licensee of the Premises may, in their sole discretion:
  - (a) refuse to permit you or any Person For Whom You are Responsible access to the Premises;
  - (b) require you or any Person For Whom You are Responsible to leave the Premises at any time;
  - (c) refuse to permit you or any Person For Whom You are Responsible to engage in the Activities;
  - (d) require you or any Person For Whom You are Responsible to cease the Activities; or
  - (e) change or vary the conditions of entry to the Premises or participation in the Activities.

#### **Release & Indemnity**

16. To the full extent permitted at law, you and each Person For Whom You are Responsible waive, release and discharge Fizz&Taye and its Representatives from and against any and all Claims or Liabilities which you or any Person For Whom You are Responsible have, or may at any time have, arising out of or in relation to the Activities or the Premises. This waiver, release and discharge extends to all acts, omissions, defaults, failures or errors on the part of all or any of Fizz&Taye or its Representatives.
17. You and each Person For Whom You are Responsible agree to indemnify, and keep indemnified, each of Fizz&Taye and its Representatives from and against any Claims and Liabilities, whether direct or indirect, arising out of or in relation to:
  - (a) you or any Person For Whom You are Responsible being on the Premises;
  - (b) you or any Person For Whom You are Responsible observing or participating in the Activities (whether on the Premises or elsewhere);
  - (c) acts or omissions by you or any Person For Whom You are Responsible while on the Premises or observing or participating in the Activities; and
  - (d) any Claim or allegation by a Person For Whom You are Responsible that you did not have the authority to accept and enter into these Terms and Conditions of Attendance and Participation and the legal obligations that flow from them on behalf of that person.

#### **Bar to Claims**

18. You agree, on your own behalf and on behalf of any Person For Whom You are Responsible, not to sue or commence any proceedings against Fizz&Taye or its Representatives in respect of the Activities.

#### **Cancellation of Events & Refunds**

19. Fizz&Taye reserves the right to cancel any Event at any time up to 48 hours before the date of the Event.
20. If, for any reason, Fizz&Taye cancels an Event, you will be given a full refund.
21. Refunds will not be permitted in any circumstances other than as set out in clauses 19 and 20 of these Terms, including but not limited to circumstances where Fizz&Taye or the Licensee of the Premises removes you from the Premises or the Activities or restrains you from accessing the Premises or the Activities or otherwise takes any action as set out in clause 15 above.

## Miscellaneous

22. You and each Person For Whom You are Responsible intend to be immediately bound by the terms and conditions recorded in these Terms and for it to be binding on your respective executors, administrators and assigns.
23. These Terms are governed by the laws of Queensland. You and each Person For Whom You are Responsible submit to the non-exclusive jurisdiction of the courts of Queensland in relation to anything arising out of this document including any disputes that may arise as a result of participation in the Activities or attendance at the Premises by you or by any Person For Whom You are Responsible.
24. From time to time it may be necessary for Fizz&Taye to review and revise these Terms.
25. Fizz&Taye reserves the right to alter these Terms at any time and notify you or any Person For Whom You are Responsible of any changes by amending the published terms on this website.
26. If a provision of these Terms is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of these Terms have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

In these Terms:

**Activities** means any and all activities that are undertaken by you or any Person For Whom You are Responsible as part of, or during, the Event, including but not limited to wine tasting and the consumption of alcohol.

**Claim** means any claim, allegation, debt, cause of action, liability, proceeding, suit or demand of any nature and whether present or future, actual or contingent, fixed or unascertained and arising at law, in equity, under statute or otherwise.

Fizz&Taye means Michelle Taye trading as Fizz&Taye.

**Event** means the event being organised by Fizz&Taye which you and Persons For Whom You are Responsible wish to attend, as described in the online event advertisement that references these Terms.

**Implied Warranties** means all warranties of any nature in relation to the Activities which are implied by law (whether pursuant to the *Competition and Consumer Act 2010* (Cth) or otherwise).

**Liabilities** mean any and all liabilities, debts or obligations, whether actual or contingent, present or future, quantified or unquantified or incurred jointly or severally with any other person.

**Licensee** has the meaning given under the *Liquor Act 1992* (Qld).

**Person For Whom You are Responsible** means any other person who you purchase a ticket to the Event for and bring to the Event.

**Premises** means any premises or location at which the Event occurs or takes place.

**Representatives** means agents, officers, contractors or employees.

**Terms** means these Terms and Conditions of Attendance and Participation at Fizz&Taye Events.