



PORTSIDE SYDNEY NEW YEAR'S EVE 2022 EVENTS PRESENTED BY TRIPPAS WHITE GROUP

TERMS AND CONDITIONS OF TICKET PURCHASE AND ENTRY TO THE NEW YEAR'S EVENTS 2022 AT SYDNEY OPERA HOUSE

Trippas White Catering Pty Ltd ABN 21 003 968 492 trading as Portside at Sydney Opera House ("**Promoter**") and the Sydney Opera House Trust ABN 69 712 101 035 being the owner of the Sydney Opera House site ("**Sydney Opera House**") present the events called "NYE22 Portside House Party" ("**Event**").

These terms and conditions ("**Conditions**") apply to the purchase of tickets from either the Promoter (online at www.newyeareseveportsidesydney.com.au) or authorised ticket resellers being the Sydney Opera House (at its box office or online at www.sydneyoperahouse.com.au), I Wanna Ticket (online at <https://www.iwannaticket.com.au/>) and any other reseller of tickets to the Event authorised by the Promoter, including complimentary tickets and door list attendees [together referred to as "**Authorised Resellers**"]. The Conditions may be updated from time to time without notice to you.

Tickets may be subject to additional conditions of admission imposed by the Promoter at the Venue, and any conditions imposed by the Sydney Opera House and the Authorised Resellers ("**Supplementary Conditions**"). To the extent of any inconsistency between any of the Conditions and Supplementary Conditions, these Conditions shall prevail.

Instructions and directives given by the Promoter and Sydney Opera House or their employees, contractors or agents must be followed at all times.

ADDRESS – Portside Sydney, Western Broadwalk, Sydney Opera House, Sydney 2000 ("**Venue**").

DRESS CODE – Cocktail or Smart Casual. 70's Summer Chic

SUPPLEMENTARY CONDITIONS – The Sydney Opera House General Terms and Conditions for Tickets and Attendance at Events will apply.

AGE RESTRICTIONS & IDENTIFICATION

1. This is an over 18 year old and above event. Only persons aged 18 or over will be admitted to the Event.
2. All ticket holders must present valid photo proof of age ID for entry. This includes an Australian issued driver's licence, current passport, or other official photo identification card. International driver's licences will be accepted. However, if foreign nationals don't have an international driver's licence they are to bring their passport. Failure to provide valid photo identification **may** result in the ticket holder being denied entry to the Event without refund.
3. Each ticket holder must present a valid printed ticket or a valid mobile ticket for scanning at the time of admission to the Event to gain access.
4. The unique bar code on the ticket allows entry upon the first scan only. Multiple copies of the ticket will not allow multiple entries to the Event. Please ensure your digital or printed tickets are kept safe and only used once.

5. Keep the ticket in a safe place and safeguard it as you would money or regular tickets as lost or stolen tickets **may not be replaceable. The re-issuing of lost or stolen tickets will be considered on a case by case basis with the original purchaser of the tickets, who must provide requested evidence of purchase, such as identification and/or the credit card used to make the purchase..**
6. A ticket purchased from a resale source other than an Authorised Reseller cannot be guaranteed as valid and may not permit entry to the Event. Purchasing tickets from an unauthorised ticket seller means the ticket holder cannot be refunded if an Event is cancelled and cannot be informed of important changes to Event times, parking arrangements, and production details.
7. In the event that multiple copies of the same ticket appear or are presented at entry to the Event, the Promoter reserves the right to refuse entry to all holders of the duplicated ticket.
8. Entry to the Event may be refused if the ticket is damaged, altered, or defaced in any way that it cannot be read by a scanner.

RESALE OF TICKETS/REISSUE

9. Tickets to this Event are subject to a resale restriction and you agree that tickets cannot be resold for more than 110% of the original supply cost. Tickets resold for more than this amount are subject to cancellation in accordance with the Sydney Opera House General Terms and Conditions for Tickets and Attendance at Events. {DZH / 32675627 v6} 2.
10. The Promotor or the Sydney Opera House may request evidence of the resale price paid in order to enforce the resale restriction. Any authentic evidence which can reasonably prove that the resale price paid was no more than 110% of the original supply cost will be accepted. This evidence may include: (a) a bank statement; (b) a resale account receipt; (c) a tax invoice; (d) official documentation which evidences the original acquisition cost and resale price paid; and (e) correspondence between reseller and buyer accompanying any of the above.
11. You may only resell your ticket in the manner expressly permitted by these Conditions and as permitted by law.
12. Tickets are not to be used for advertising, promotion or other commercial purposes without the written permission of the Promoter or an authorised representative of the Promoter.
13. If you or your guests are unable to attend the Event, the opportunity to re-issue or offer your ticket for resale on your behalf may be available for a nominated fee per ticket at the sole discretion of the Promoter. To check if this is available to you, please log into your account where you have purchased your ticket and make contact with the Authorised Reseller.
14. Should a resale facility be provided by the Promotor, no refunds will be given until the ticket has been bought and paid for by a new buyer. We do not guarantee that tickets will be resold, and the original purchaser will not be entitled to a refund for unsold tickets in any circumstances. If the ticket is resold using such resale facility then the proceeds of the resale of the ticket less any costs of the resale incurred by the Authorised Reseller shall be remitted to the original purchaser of the ticket.

VENUE ACCESS

15. To gain access to the Event, YOU MUST comply with the following:

In the event NSW Government put in place a recommended CBD wide "Green Zone";

a. If you plan on entering the Green Zone after 5pm on Friday 31 December, you will need a New Year's Eve pass. That includes those with confirmed bookings at venues such as restaurants, hotels or bars inside the area, as well as residents who live inside the zone and their guests. All staff and suppliers operating in the Green Zone will also need a pass. Residents, guests of residents, staff and people with confirmed bookings within the Green Zone will need to apply for their NYE Pass through this website. Please note the Green Zone is yet to be announced and may not be in effect for the date Saturday 31st December, 2022.

Ticketholders to Portside Sydney, will only be able to enter the Opera House site via Macquarie Street from 4pm on Friday 31 December.

<https://www.nsw.gov.au/covid-19/stay-safe/rules/people-in-nsw#toc-events-and-entertainment>

Sydney CBD: special event clearways will be in effect from 12pm on roads in Circular Quay and The Rocks, and from 3pm in the Sydney CBD area until 4am on New Year's Day.

- b. All ticket holders will be subject to a search of the person and/or a bag search for security purposes. Each ticket holder gives consent to such a search. If a ticket holder does not permit that search, he/she will not be permitted to enter the Event.
 - c. Proceed along the forecourt until you reach the Western Broadwalk.
 - d. If you arrive before 6.45pm, you will be asked to wait in an assembly area until ticket scanning commences.
 - e. Wheelchair access is available for General Admission tickets.
 - f. A delay may be experienced at the entry point to the Event while tickets are scanned, identification is checked and unique wristbands issued and attached.
16. If accessing by car:
- a. The Sydney Opera House car park will be affected due to road closures and will be closed before, during and after the Event. For the operating hours of the car park please check <https://www.wilsonparking.com.au/find-a-park>. We recommend ticket holders check the official Sydney New Year's Eve website for updates on transport including road closures, train and bus information at www.sydneynewyearseve.com closer to the date of the Event, or for public transport information call 131 500.
 - b. Information regarding road closures will be available, when released, at www.rms.nsw.gov.au.
17. You will be provided with further site access information closer to the date of the Event as it becomes available to the Promoter by email to the email address supplied by you upon purchase of the ticket. The Promoter takes no responsibility for the accuracy of this information and it is up to the ticket holder to ensure they have received this information and understand the instructions to proceed to the Event.

THE EVENT

- 18. The Promoter and Sydney Opera House, acting reasonably, reserve the absolute right to deny admission to any person to the Event.
- 19. Although the Promoter will endeavour to adhere to the advertised program and package, the Promoter reserves the right to vary elements of the Event program and package at its sole discretion or pursuant to a direction of Sydney Opera House.
- 20. There is to be no glass, alcohol, or illegal substances brought onto the Sydney Opera House site and the Event.
- 21. No filming, recording or photography is permitted at the Event apart from filming, recording and photography for personal and private use only.
- 22. The Promoter takes no responsibility for any loss or damage to your property (including personal property such as cameras, bags or money) brought to or purchased at the Event by you or your invitees, or for injury to the person or death of you or your invitees at the Event or in the common areas of the Sydney Opera House site.
- 23. There is a strict no pass out policy once you have had your ticket scanned and cleared Sydney Opera House's initial identification and screening points, except in the case of a medical emergency or other circumstances determined at the absolute discretion of the Promoter.

24. It is a strict no smoking event with no allocated smoking section. Anyone caught smoking will receive a first and final warning and will be removed at the sole discretion of the Promoter if subsequently found to be in breach of this requirement.
25. The Promoter adheres to the responsible service of alcohol standards. Patrons who are intoxicated, under the influence of illicit drugs, inappropriately attired, or behaving in a drunken, disorderly or inappropriate manner will be refused entry or removed from the Event and the Sydney Opera House site.
26. Doors to the Portside will open at 6:45pm for VIP and 7:15pm for Gold ticket holders. Bars at Portside close at midnight and the event concludes. All patrons must vacate the Event and the Sydney Opera House site by 12.30am. Any patron not doing so will be escorted from the Event and the site. Running times are approximate and subject to change without notice.
27. In the event of an actual or suspected emergency of any type or threat to the security of the Event, the Promoter or Sydney Opera House may give a directive to evacuate the Venue and the Sydney Opera House site and/or prevent people from entering the Venue and the Sydney Opera House site at its sole discretion.

CANCELLATION AND REFUNDS

28. The Promoter and Sydney Opera House reserve the right to cancel the Event for any reason either before or during the Event.
29. In the unlikely event of cancellation of the Event, or if you are denied entry for the sole reason that the capacity of the Venue prescribed from time to time by the Sydney Opera House has been or will be exceeded, we will provide a refund of some or all of the ticket price to the original purchaser of the ticket to the extent that we are required to do so by law. In the event of cancellation due to NSW Health order you will be entitled to a full refund
30. No refund of the ticket price (in full or in part) will be offered in any other circumstances including but not limited to inclement weather, cancellation of fireworks for whatever reason, your failure to adhere to the Conditions and/or the Supplementary Conditions, any actual or suspected emergency or threat to security, a change in your personal circumstances, your inability for any reason to attend the Event, eviction of you or your invitees from the Event, or if you leave the Event.