

## **CHROMEFEEST CAR ENTRANTS' TERMS AND CONDITIONS**

This document sets out the Terms and Conditions (T&C's) for your car entry into ChromeFest 2023. By registering to participate in the Show N' Shine and paying the car entry fee you agree to comply with and be bound by these T&C's from the date you purchase your entry ticket.

### **1. PURCHASING A CAR ENTRY TICKET**

- 1.1 You must purchase your ticket via the event's ticketing platform "I wanna ticket". Tickets purchased from any other platform will not be accepted.
- 1.2 All tickets must be paid for at the time of registering your car for the Show N' Shine.
- 1.3 You are responsible for your own costs and outlays in connection with your participation at ChromeFest 2023.
- 1.4 Car entry fees are non-refundable.
- 1.5 Memorial Park, Zone F is for American Classic's and Hot Rods pre-1979 only, no other makes and models will be accepted in this zone.

### **2. CANCELLATIONS**

- 2.1 The ticket is non-refundable. However, if you can no longer attend the ChromeFest event due to unforeseen circumstances, please contact CCC directly as soon as possible via: [chromefest@centralcoast.nsw.gov.au](mailto:chromefest@centralcoast.nsw.gov.au)
- 2.2 If Central Coast Council (CCC) cannot proceed with ChromeFest for 2023, or part of the event is cancelled due to any circumstance beyond CCC's control (for example force majeure, inclement weather, natural disasters, government action or interference, labour shortages, national emergencies and acts of war), you may be eligible for a refund of all, or part of the Show N' Shine entry fee (excluding booking fee). Please note that refunds will be at the discretion of CCC.
- 2.3 Refunds will not be considered if you have breached these T&C's.

### **3. TRANSFERS**

- 3.1 If you wish to transfer your purchased car Show N' Shine entry ticket, you must do so via the event's ticketing platform in accordance with the instructions provided, and any other instructions outlined by CCC. CCC may accept or refuse transfer requests in its absolute discretion.
- 3.2 Approved transfers will incur a booking fee as per the Event ticketing platform's T&C's.
- 3.3 CCC will not accept transfers by any other means and will refuse entry if you have not transferred in accordance with 3.1 above.

#### 4. CAR ENTRANT INFORMATION PACK

- 4.1 A car entrant information pack will be emailed to all entrants 1 month prior to ChromeFest with all detailed bump in/out information, contact details, maps and other event information. This pack will be sent to the email you submitted when you purchased your car entry.
- 4.2 You must familiarise yourself with all aspects of the information pack and associated documents and comply with all requirements outlined within, while onsite at the event.

#### 5. SHOW N' SHINE

- 5.1 As part of your car entry fee, you will be automatically entered into Show N' Shine.
- 5.2 To be eligible to enter your car into ChromeFest your vehicle must meet the below criteria:
- a) American cars (including Classics, Customs, Muscle Cars) up to present; excluded are those that can be bought at an Australian dealership.
  - b) Hot Rods as to ASRF standards Permit No. for 2023 is **T23/25**
  - c) Holden cars, Falcon cars & Valiant Cars pre 1979 only.
  - d) Rebodyed vehicles cars using a post 1949 chassis with a pre-1949 body.
  - e) Commercial vehicles which broadly fall into the above criteria.
  - f) All makes and models pre 1979 – must have current registration.

Should you attend the event with a vehicle that does not meet the above criteria, CCC reserve the right to refuse admittance to the Event. In this instance no refund will be provided. It is at the discretion of CCC if your car is refused entry.

- 5.3 No offensive writing or images are to be visible on any vehicle participating in the Show N' Shine. Any cars fitting this description will be turned away at the entry point, with no refund to be provided.
- 5.4 When entering or exiting the event precinct, you must adhere to the bump in / bump out guidelines as outlined in the ChromeFest information pack. This includes maintaining a safe speed limit of 8km/hr and turning on hazard lights.
- 5.5 You may leave your vehicle overnight in the allocated car space, however you do so at your own risk. CCC does not take any responsibility for vehicles left overnight within the event precinct.
- 5.6 If you can no longer bring your vehicle to ChromeFest due to illness or unforeseen circumstances, you may nominate a new vehicle driver to bring the vehicle on your behalf. You must notify CCC as soon as possible and send through updated license and contact details prior to the new driver arriving on site. Failure to do so will mean they may not be able to enter the event site, with no refund to be provided.
- 5.7 If you can no longer bring the approved vehicle to ChromeFest due to a vehicle fault e.g., breakdown or damage to exterior of vehicle, you may bring a replacement vehicle as long as it still fits the ChromeFest car entry requirements. If this is to occur, you must send

through updated vehicle information to CCC prior to the replacement vehicle arriving on site, e.g., updated registration information, name etc.

- 5.8 CCC may alter bump in or operational times due to inclement weather, safety concerns, COVID-19 restrictions or unforeseen circumstances.

## **6. VEHICLES**

- 6.1 Vehicles are not permitted to enter ChromeFest without the prior consent of CCC.
- 6.2 CCC will only grant vehicle access to those registered with a paid car entry ticket which will be scanned at the entry point.
- 6.3 If you are registered to enter ChromeFest in the event precinct you must:
- a) ensure that any person who operates the vehicle has a valid licence to do so.
  - b) operate the vehicle in a safe manner in compliance with all traffic rules and speed limits.
  - c) follow all instructions given by event volunteers once you have entered the event site so you can park your car safely.
  - d) ensure that once your vehicle is parked, it **cannot** be moved. This means under no circumstance will you be permitted to move or start your vehicle until the event is finished each day. At this time, you will be directed by CCC staff and volunteers to exit the site safely.
- 6.4 If you do choose to bring a vehicle into the event precinct you do so at your own risk. CCC is not liable for any damage to, or theft of that vehicle or its contents.
- 6.5 No pre-booked parking allocations are offered. Cars will be parked in accordance with their arrival time.
- 6.6 Vehicle entry times are strictly Friday 27 October 11am-1pm, Saturday 28 and Sunday 29 October 7am-9am.
- 6.7 Entrants must always abide by the lawful direction of CCC staff and volunteers, Emergency Services including NSW Police, NSW Ambulance, NSW Fire and Rescue, Emergency Services, Security, and Traffic Control staff.

## **7. COVID-19**

- 7.1 You must comply with all COVID-19 Safe rules, event regulations and public health orders at the time.
- 7.2 Car spaces will be spaced to allow for appropriate crowd density.
- 7.3 If you become unwell during ChromeFest you must notify CCC staff immediately.
- 7.4 If you have any COVID-19 symptoms you must not attend ChromeFest and notify CCC.

## **8. WEATHER**

- 8.1 CCC will monitor local weather in the lead up and during the Event and provide any updates if required.

- 8.2 The ChromeFest Car Entry information pack will outline procedures to be followed in the event of severe weather.
- 8.3 CCC is not required to issue any refunds or pay any compensation in relation to any action it takes in relation to severe weather.

## **9. BEHAVIOUR AT CHROMEFEEST**

- 9.1 You must not undertake, allow, or procure the undertaking of any of the following activities in the event precinct:
- a) threatening, aggressive, abusive or destructive behaviour.
  - b) the use of foul or abusive language.
  - c) sexual misconduct.
  - d) intoxication
  - e) discriminatory, religious, racial, political or homophobic behaviour or abuse.
  - f) possession, distribution or consumption of illegal drugs or substances.
  - g) criminal activity.
  - h) littering.
  - i) distribution, display or other use of advertising or promotional material.
  - j) distributing, hawking or offering for sale any goods or services; or
  - k) activities that could be considered dangerous or a nuisance or annoyance to event patrons.
- 9.2 You may not smoke inside the ChromeFest event precinct.
- 9.3 If you do burn outs or rev your car unnecessarily then your car registration plate will be sent to the Police and a life ban will be issued from the event.
- 9.4 You must not do or omit to do any act or thing which would:
- a) hinder the CCC's ability to prepare for, promote or facilitate ChromeFest; or
  - b) be prejudicial to the image, reputation or goodwill of CCC or the event.

## **10. HEALTH AND SAFETY AT CHROMEFEEST**

- 10.1 You are responsible for taking reasonable care within the ChromeFest event site and will cooperate with all actions taken by CCC to protect the health and safety of yourself and others.
- 10.2 You must not use any electrical equipment of any kind unless tested and tagged in accordance with Work Health and Safety standards and approved for use by CCC.
- 10.3 You must report all accidents and incidents to CCC staff as soon as possible. In the event of an emergency, you must follow the emergency evacuation procedures as directed by CCC staff, NSW Police Service and/or Event Security Personnel.
- 10.4 In the event we cannot contact the owner of a vehicle, you agree that CCC or Emergency Services may enter, move or tow away a vehicle for operational or safety reasons at any point during the event.
- 10.5 You must comply with any reasonable request of CCC in relation to health and safety.

## **11. VEHICLE INSURANCE**

- 11.1 You warrant that you will hold and maintain for the duration of ChromeFest (for each vehicle you bring into the event precinct in connection with your involvement in the event) the following insurance and documentation to cover obligations under these T&C's:
- a) Comprehensive Motor Vehicle insurance'
  - b) Compulsory Third Party (CTP) insurance'
  - c) Current registration certificate: or a temporary permit to move an unregistered vehicle'
  - d) Relevant driver's licence required for type of vehicle being driven.
  - e) any other documentation or insurance required to participate in the event.
- 11.2 You must immediately notify CCC of any occurrence, accident or incident related to ChromeFest giving rise, or likely to give rise, to a claim under any of its insurance policies.
- 11.3 You must advise of any changes to insurance or vehicle conditions prior to event.

## **12. LIABILITY AND RISK**

- 12.1 You exhibit your vehicle at your own risk and release, to the full extent permitted by law, CCC and its personnel from any and all claims arising from any accident, loss, damage, injury or death to any persons or property in or about the site and the event precinct.
- 12.2 You are responsible for and indemnify CCC and its personnel against any claims, including claims arising from accident, loss, damage, injury or death to any persons (including yourself) or property, made against any of them or for which any of them may become liable in respect of or arising from or in connection with any act or omission of yours and the amount of all such claims may be deducted from any monies due or becoming due to you by CCC.
- 12.3 You must pay for or reimburse CCC for any costs incurred by CCC to repair any damage or recover any losses caused or contributed to by your use or misuse of all or part of the event precinct.

## **13. PRIVACY**

- 13.1 You acknowledge that any personal information disclosed at time of ticket purchase will be entered into the ChromeFest database.
- 13.2 You agree that in relation to CCC's use of your information pursuant to clause:
- a) you are not entitled to any remuneration, royalties or any other payment in respect of such use.
  - b) any use is made in good faith and is not intended to defame or offend you, damage your reputation or infringe on your privacy, and
  - c) CCC may assign or transfer the benefit of the release and consent given to any person.

## **14. TERMINATION**

- 14.1 CCC may cancel your booking if you breach these T&C's including if you:
- a) fail to hold current and relevant insurance policies, and documentation as required by CCC as part of the car entry process.
  - b) neglect, fail, or omit to carry out any instruction as directed by CCC.
- 14.2 CCC may terminate the whole or part of the services at any time by written notice to you before the event, or verbal notice at the event.
- 14.3 CCC will not be liable to you for any loss of profit, revenue, good will or business opportunities, damaged reputation or for any direct or indirect or consequential loss for any other reason in relation to any cancellation under this clause 14.
- 14.4 If a clause or part of a clause of these Terms and Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions are not affected and continue as if that part was intended to be removed from these Terms and Conditions.

## **15. CONTACT DETAILS**

- 15.1 To contact CCC, please do so via email at: [chromefest@centralcoast.nsw.gov.au](mailto:chromefest@centralcoast.nsw.gov.au)