



FOOTY FESTIVAL GATHER ROUND



TERMS & CONDITIONS

TERMS AND CONDITIONS FOR ZIPLINE ADELAIDE EXPERIENCE

These Terms for Activities apply to all participants or all potential participants of Puff Global Pty Ltd [ABN 43651402710] ("we, us, our"). These Terms for Activities together with the Terms of Use and any other terms and conditions and policies we publish or link to on our Website www.fireflyzipline.com.au and services form an Agreement with us ("Agreement"). "You"/ "the participant"/ "your" could be any participant or the person agreeing to these Terms for Activities.

By making your booking you understand and agree to these Terms of Activities, and you are agreeing to be bound by the Terms of Activities; if you do not agree, you cannot purchase a ticket. We reserve the right to change these Terms for Activities without prior notice or approval from you. By continuing to use or access our Website and Services, you are accepting those changes. If you do not agree to the varied terms, you may immediately cease any further use of our Website and Services. You agree to provide current, complete, and accurate information to us, and promptly inform us of any updates to your information.

BOOKINGS

All bookings for Activities can be made online via our Website, or on the day at the event provided we have availability by completing the Booking Form.

Bookings are not confirmed until the payment is made in full and received by us prior to the Activity.

All participants above the age of 18 must sign a mandatory online Waiver Form at the time of making the online booking. Guardians of all participants below the age of 18 must come in person to the site on the day of the event and sign the mandatory Waiver Form on behalf of the participants. After completing your purchase online, you must print the original ticket and present it on the day of the event along with your photo ID. You must comply with our requests if we require further verification.

All tickets are non-transferable unless otherwise stated in this Agreement.

YOUR OBLIGATIONS

Your personal information

By registering for an Activity, you agree to provide us with various personal information including, but not limited to, your name, age, weight, Medical Conditions or health information and any other information as required ("information"). You represent and warrant that:

all information you provide is true, correct, current and up-to date; and you will respond promptly to any of our requests for further information.

Your personal information is protected under our Privacy Policy, and you can access our full Privacy Policy [here](#). In the event we find that any information is not true, correct, or current, we may at our sole discretion immediately ban you or remove you from our Activities.

OTHER OBLIGATIONS

- You must arrive at least 5 minutes prior to the commencement of the Activity to enable us to conduct the check-in process.
- You must conduct yourself appropriately at our Activities, comply with these terms and conditions and comply with all safety guidelines and instructions communicated to you on the day.
- You must be able to clearly understand verbal or written instructions in English.
- You must attend the Activity for the whole duration. If you do not attend the Activity or leave the Activity early, you will not be entitled to a refund. We may at our sole discretion ban you from future Activities.
- You are solely responsible for your personal belongings that you bring to the site with you on the day of the event.

CONDUCT RULES: CONDITIONS OF ENTRY

If you engage in any of the following conduct, we may, at our sole discretion, prohibit your entry or remove you from our Activities. Conduct Rules include: any inappropriate or offensive conduct including, but not limited to, any insults or profanity, conduct that is religiously, racially, or sexually offensive, or threatening or abusive;

- any illegal or immoral conduct;
 - you are under the influence of alcohol or drugs; and
 - any unsafe conduct or conduct that may jeopardise the safety of other participants, staff, the site or equipment.
- If you consider that someone is breaching the Conduct Rules, please notify our staff immediately so that we can address the issue.

TO PARTICIPATE IN THE ACTIVITIES ALL PARTICIPANTS MUST:

- be in good health and free from any Medical Conditions listed below or any other conditions that may increase the risk of harm or injury by participation in the Activities;
- not be pregnant;
- be of weight between 35 - 120kg;
- be accompanied in the Activity by a paying supervising adult if the participant is under the age of 16;
- sign the mandatory Waiver Form, and if the participant is under 18 years of age, his/her guardian must come in person to the event to provide consent to participate in the Activity and sign the Waiver Form on his/her behalf;
- demonstrate clear understanding of the safety instructions;
- wear flat, enclosed and well-attached footwear;
- comply with requests to tie back long hair if instructed to;
- not be intoxicated or under the influence of drugs; and
- agree to comply with any and all instructions from our staff and instructors.





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MEDICAL CONDITIONS

Having certain Medical Conditions may not prevent you from participating in our Activities. However, due to the inherent risks involved in the Activities, we strongly recommend that you obtain professional medical advice if you have any Medical Conditions or any health concerns, prior to booking and participating in any Activity.

Medical Conditions include, but not limited to:

- Pregnancy;
- High or low blood pressure;
- Heart conditions;
- Diabetes;
- Panic attacks and anxiety;
- Muscular injuries including sprains and strains;
- Back injuries or back pain;
- Bone disorders;
- Dislocations;
- Fragile skin;
- Epilepsy;
- Cosmetic implants;
- Prosthetics;
- Neurological disorders*; and
- Disabilities or physical impairment*

*Please contact us to see what accessibility adjustments we can make to ensure the best experience for you.

You must declare all your Medical Conditions and health concerns before participating in our Activities.

We reserve the right to deny you access to participate in the Activities if we are not reasonably satisfied with your physical ability to participate in the Activities.

CANCELLATIONS, NO SHOWS AND RESCHEDULING

Due to the high demand for this activity, we cannot reschedule your booking time. If participants have not checked in within 10 minutes of their booking time, they will forfeit their spot and no reschedule will be offered. If you can no longer attend, please email us (hello@fireflyzip.com.au) so we can offer your time to another participant.

ACTIVITY CHANGES

Despite our reasonable endeavours, on occasion we may need to change venues, times or dates at short notice or even cancel an Activity. We will notify you as soon as possible of any Activity changes. In these circumstances we may offer to reschedule the Activity.

ACTIVITY LOCATION

The Zipline is a temporary zipline activity. The current Activity will occur in Adelaide during the AFL Gather Round from Wednesday 3 April - Sunday 7 April. The zipline will take participants from the back of the Macca's Footy Festival at Elder Park over the River Torrens finishing on the foot bridge across from Adelaide Oval. Participants will be required to walk back over the footbridge to return to the start point and collect their belongings.

WEATHER POLICY

Our Activities go ahead in any weather except for electrical storms or fire events. In the event of electrical storms, or fire events, we will cease the Activity operations and attempt to reschedule or refund where appropriate. In the week leading up to the event, we will monitor the weather forecast and advise you of any planned rescheduling and discuss options of rescheduling where required.

CONSUMER GUARANTEES AND REFUNDS

You are entitled to various consumer guarantees, rights, and remedies under the Australian Consumer Law including, but not limited to, rights to refunds where there is a major change with the Activity, such as where there is a date change, a venue change is much further away, or it is cancelled.

If we fail to meet a consumer guarantee, please notify us at hello@fireflyzip.com.au. You will have the right to have the Fee refunded if it doesn't meet a consumer guarantee. Except as required by law we do not warrant the quality of the Activities and we do not warrant that the Activities will meet your expectations.

MARKETING

You permit us to photograph and/or video the Activity and use the photographs for marketing and information purposes, or publications, exhibitions and professional awards. You must seek our prior written consent before any publication of information about us.

TERMINATION

We may refuse to provide Services to you or anyone, for any reason, at any time. In particular, if you breach this Agreement, we may immediately demand that you leave the Activity and ban your purchase of any tickets. We can also stop offering our Activity at any time, for any reason, and without notifying you. We are not responsible to you for any changes, or if we suspend or stop our Activities.





Macca's

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LIABILITY AND INDEMNITY

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from including, but not limited to, any errors or omissions, Website content, changes to, or discontinued Activities, changes to the venue, dates, and times.

To the full extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to: the supply of equivalent services. E.g., a ticket at an alternative Activity; or the payment of the cost of your ticket to the Activity.

In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent Activity you have paid for.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement, including, but not limited to, the conduct rules, where you provide incorrect personal or health information and where you failed to disclose Medical Conditions or health information.

IF THERE IS A DISPUTE

If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative, or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

OTHER

This Agreement is to be construed in accordance with the laws of Victoria, Australia, and you and we submit to the jurisdiction of the courts of Victoria, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. In the event of an inconsistency between these Terms for Activities and other terms and conditions on our Website, these Terms for Activities prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in these Terms does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in these Agreement survive termination of this Agreement.

DEFINITIONS

"Activity" means any zipline activity made available to you from time to time on our Website. "Agreement" means these Terms for Activities, and the Terms of Use and all other terms and conditions and policies published or linked to on our Website.

"Booking Form" means the online form required to be completed by you when booking our Services via our Website.

"Claim" means any claim, under statute, tort, contract or negligence, any demand, award or costs.

"Fee" means, payment applicable for Activities booked by you.

"Loss or Damage" means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, loss of enjoyment, virus to systems, personal injury, death, negligence, trespass, property damage and legal costs.

"Our Representatives" means any of our employees, agents, contractors or subcontractors. "Waiver Form" means the form you or your guardian is required to sign acknowledging inherent risks involved in undertaking the Activities.

"We, us, or our" means Puff Global Pty Ltd [ABN 43651402710] and includes any of our directors, officers, employees, agents, partners, contractors and where relevant any parent companies or subsidiaries.

"Website and Services" means www.fireflyzipline.com.au and everything available on this Website including, but not limited to, all products and services.

