

COOLY ROCKS ON FESTIVAL

Motors Entrants | Terms and Conditions

1. INTRODUCTION

- 1.1 This document sets out the Terms and Conditions on which Entrants may access and use sites as part of the Event.
- 1.2 By registering to participate in the Activity and paying the associated Event Fee you:
 - (a) agree to comply with and be bound by these Terms and Conditions;
 - (b) warrant that any of your staff, invitees, Personnel and agents participating in the Activity have read and agree to comply with and be bound by these Terms and Conditions; and
 - (c) agree that you will be responsible and liable for any failure to comply with these Terms and Conditions by your nominees, staff, invitees, Personnel and agents participating in the Activity.
- 1.3 You will be bound by these Terms and Conditions from the date you register to participate in the Activity.

2. DEFINITIONS

For the purpose of these Terms and Conditions, the following definitions are used.

- 2.1 'Activity' means, as applicable depending on the event(s) the Entrant intends to or does participate in:
 - (a) the **Car Cruise**, being a convoy of classic and vintage vehicles manufactured pre-1979 driving under controlled conditions along the agreed route of streets in Coolangatta on 6th June 2026;
 - (b) participation in the '**Show 'N' Shine**' exhibit or the '**Early Bird Show 'N' Shine**' exhibit, being a display of classic and vintage vehicles manufactured pre-1979 along Marine Parade, Griffith Street and connecting streets in Coolangatta from 4th June to 7th June 2026;
 - (c) participation in the '**Show 'N' Shine 80s zone**', being a display of classic and vintage vehicles manufactured between 1980 – 1985 along Griffith Street and Dutton Street in Coolangatta from 6th June to 7th June 2026 and
 - (d) the **Car Run**, being a convoy of vehicles driving under guided conditions along the agreed route of streets in the Gold Coast to an agreed destination on 3rd June 2026 and/or 4th June 2026.
- 2.2 'Australian Consumer Law' means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- 2.3 'Business Days' means any day other than Saturday, Sunday or public holiday in Queensland.
- 2.4 'EGC' means Experience Gold Coast Pty Ltd ACN 633 448 094.
- 2.5 'Entrant' means:
 - (a) the registered owner of the Vehicle participating in the Event; and
 - (b) the club (if any),and, where applicable, their nominees, staff, invitees and agents participating in the Activity.
- 2.6 'Event' means Cooly Rocks On hosted in Coolangatta, Queensland.
- 2.7 'Event Dates' means 3rd June to 7 June 2026.
- 2.8 'Event Precinct' means the Event precinct in Coolangatta and surrounding suburbs as outlined on the Event site map. The Event Precinct includes approved road closures, venues, and parks.
- 2.9 'Event Fee' is the total fee the Entrant will pay the Organiser for participation in the Activity.
- 2.10 'Event Staff' means officers, employees, agents, contractors and subcontractors of EGC, including officers, employees, agents and subcontractors of EGC's subcontractors.

2.11 'Force Majeure' means any of the following:

- (a) act of war, declared or undeclared;
- (b) accident, fire or explosion;
- (c) riot, civil disturbance, insurrection, sabotage or act of terrorism (or threat thereof), an act of public enemy, sabotage, civil unrest or acts of piracy or embargo;
- (d) flood, earthquake, cyclone, typhoon or other extreme weather event, but not including inclement weather, storms or rainfall (whether seasonal or unseasonal);
- (e) volcanic activity, landslide, tidal wave, damage or destruction by lightning or meteor;
- (f) requisition or compulsory acquisition of any part of the Event venue;
- (g) a nation or state-wide labour disturbance, strike, stoppage, go-slow, lock-out, blockade, picketing or industrial dispute by persons other than the Party or its Personnel;
- (h) any Government action, declaration of national emergency or labour shortages; or
- (i) an epidemic, pandemic or quarantine (including any measures, shutdown or restrictions imposed by an authority as a result of the occurrence of an epidemic, pandemic or quarantine),

to the extent that the effects of the event directly impact the performance of a Party's obligations under the Terms and Conditions, which:

- (j) occurs or commences after the date upon which Entrants can register to participate in the Activity;
- (k) is beyond the reasonable control of the affected Party;
- (l) could not have been reasonably foreseen by the affected Party;
- (m) did not arise from a failure by the Party or its Personnel to observe Good Industry Practice; and
- (n) was not directly or indirectly caused or contributed to by the affected Party or the affected Party's Personnel.

2.12 'Good Industry Practice' means the practices, policies, methods and acts which would reasonably be expected from an experienced person exercising due care and skill in participating in or running an event similar to the Event.

2.13 'Loss' means costs (including legal costs on a full indemnity basis), losses, debts, damages, charges, expenses, penalties, fines and interest on any basis, in each case including those arising out of the terms of any settlement or from any personal injury or property damage or in respect of loss or liability of any kind.

2.14 'Organiser' means EGC.

2.15 'Parties' mean both the Organiser and the Entrant.

2.16 'Personnel' means a Party's officers, employees, agents, contractors and subcontractors, including officers, employees, agents and subcontractors of the Party's subcontractors.

2.17 'Terms and Conditions' means this document, and the terms outlined.

2.18 'Vehicles' are the registered cars owned by the Entrant.

3. PAYMENTS

3.1 Tickets to the Event may only be purchased through tickets.experiencegoldcoast.com. The authorised ticketing agent and merchant is HOTA Gold Coast Pty Ltd (HOTA), a subsidiary of Experience Gold Coast Pty Ltd. Tickets obtained from any other source are unauthorised.

3.2 You acknowledge and agree that if you purchase or resell a ticket through the authorised ticketing agent or resale partner, that booking fees may not be refundable and that your transaction is subject to HOTA's own terms and conditions. It is the responsibility of the ticket holder to abide by the terms and conditions of HOTA.

3.3 The Organiser strongly warns against buying tickets from unauthorised operators or resale websites. Tickets purchased from unauthorised operators may be invalid, counterfeit, overpriced or cancelled without notice. The Organiser accepts no responsibility and will not provide any remedy if you purchase tickets through an unauthorised source.

- 3.4 If the Event Fee has not been paid by the due date (being the due date provided in writing either by email or on the HOTA or EGC website), the Organiser may re-assign or cancel the booking without further notice to you (if applicable).
- 3.5 Entrants are responsible for their own costs and outlays in connection to their participation in the Activity.
- 3.6 Subject to the Australian Consumer Law, the Event Fee is non-refundable.

4. CANCELLATIONS

- 4.1 Subject to the Australian Consumer Law and the provisions of these Terms and Conditions, the Entrant acknowledges that:
 - (a) refunds are not available due to a change in an Entrant's personal circumstances, if the ticket was purchased by mistake, or if the Entrant no longer wants or needs the ticket;
 - (b) the Event may not be cancelled or rescheduled in the event of rain or inclement weather where, in the opinion of the Organiser, the rain or inclement weather does not present an unreasonable risk to health and safety; and
 - (c) the Entrant will not be entitled to a refund in the event of rain or inclement weather if the Event is not cancelled or rescheduled by the Organiser.
- 4.2 An Entrant may apply in writing for, and the Organiser may at its discretion consider, a refund if an Entrant is unable to attend the Event for personal reasons such as illness, injury, court summons, or death of a close family member, provided that the Entrants give the Organiser satisfactory evidence of that occurrence showing it was not reasonably foreseeable at the time the ticket was purchased.
- 4.3 Subject to the Australian Consumer Law, where the Event is:
 - (a) cancelled, and the cancellation is within the control of the Organiser and not as a result of a third party, Force Majeure event or natural cause, an Entrant will be entitled to a full refund of the ticket price;
 - (b) rescheduled, tickets will be valid for the new date (or an Entrant will be offered a ticket of a value corresponding with their original ticket for the rescheduled event). If an Entrant notifies the Organiser before the specified deadline (which will be a reasonable period from the time the rescheduled event date is announced) that they are unable to attend the rescheduled event, they will be able to cancel their ticket and obtain a full refund of the Event Fee. Failure to notify the Organiser by any reasonable specified deadline that an Entrant is unable to attend the rescheduled event will be deemed to be a reconfirmation of the order for tickets for the rescheduled event, and the Entrant will not be able to claim a refund as a result of the reschedule (unless required by applicable law including the Australian Consumer Law). For the avoidance of doubt, no refunds will be available until the new date is announced (which will be done within a reasonable time) to allow the Organiser time to make arrangements for the rescheduled event; or
 - (c) substantially relocated, the Entrant's ticket will be valid (or, if applicable, the ticket will be reissued) for the relocated Event unless otherwise advised by the Organiser. Entrants are entitled to a full refund of the Event Fee if they cannot attend the relocated Event, provided that they apply for a refund within the reasonable period of time advertised or notified by the Organiser.
- 4.4 If the Event is cancelled, rescheduled or substantially relocated, Entrants will be notified via email and/or text message. It is the Entrants responsibility to ensure their contact information provided to the Organiser is up to date. The Organiser assumes no responsibility for incorrect contact information, including any failure to receive or act on any notice of cancellation, rescheduling or substantial relocation.
- 4.5 Subject to an Entrant providing any information reasonably requested by the Organiser, and noting the time limitations specified in clause 4.3, the Organiser will use reasonable endeavours to ensure that any refunds payable are processed promptly.
- 4.6 Refund applications will not be considered if an Entrant has materially breached these Terms and Conditions and:
 - (a) the breach cannot be remedied; or
 - (b) the breach has not been remedied within a reasonable time specified by the Organiser to the Entrant.
- 4.7 Entrants acknowledge that they have considered:

- (a) the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements for attendance at the Event; and
- (b) taking out a relevant insurance policy to cover for any Losses, including consequential Loss and any Losses incurred in the event of cancellation, rescheduling or relocation.

5. TRANSFERS

- 5.1 If Entrants wish to transfer their purchased ticket, they must do so by notice in writing to the Organiser and/or in accordance with the instructions provided by the Organiser. The Organiser may accept or refuse transfer requests in its absolute discretion.

6. ENTRANT MANUAL

- 6.1 An Entrant Manual will be sent out to all Entrants one month prior to the Event with detailed information pertaining to the Activities.
- 6.2 Entrants must familiarise themselves with all aspects of the Entrant Manual and associated documents and agree to comply with such documents at all times.

7. ELIGIBILITY

- 7.1 If Entrants wish to participate in any of the Activities, Entrants must pre-purchase a ticket online via the Event ticketing platform.
- 7.2 To be eligible to participate in the Activity a Vehicle must:
 - (a) be driven by a person holding a valid Australian Driver's license;
 - (b) be lawfully registered and have license registration plates fitted or otherwise have an appropriate permit issued by Queensland Transport; and
 - (c) be insured in accordance with clause 10.
- 7.3 To be eligible to participate in the Show 'N' Shine and Early Bird Show 'N' Shine' Events, Vehicles entered must be:
 - (a) manufactured pre-1979; or
 - (b) if approved for the Show 'N' Shine 80s zone, manufactured between 1980 and 1985, identified by the vehicle build date as detailed on the vehicle manufacturer's build plate not the vehicle compliance date on the ADR Compliance Plate.
- 7.4 To be eligible to participate in the Car Cruise, an Entrant must have purchased an eligible Show 'N' Shine ticket that includes the Car Cruise.

8. VEHICLES

- 8.1 Vehicles are not permitted in the Event Precinct without Entrant accreditation or the prior consent of the Organiser.
- 8.2 The Organiser will only grant consent for Vehicle access to Entrant ticket holders.
- 8.3 If Entrants are granted consent to operate a Vehicle in the Event Precinct they must:
 - (a) have a valid licence to do so;
 - (b) operate the Vehicle in a safe manner in compliance with all traffic rules, laws and speed limits; and
 - (c) not park the Vehicle in driveways, parking lot aisles, fire lanes, designated loading areas, accessible car parks (except with a valid permit) or on footpaths.
- 8.4 Any Vehicle left unattended in the Event Precinct, parked, or driven in contravention of the requirements set out in these Terms and Conditions may be towed by the Organiser without notice to the Entrant at the Entrant's expense.
- 8.5 No offensive or obscene writing, symbols or images are permitted to be visible on any Vehicle participating in the Activity. The Organiser may, at its sole discretion, refuse or revoke an Entrant's access to the Event Precinct or continued participation in the Activity if, in the Organiser's

reasonable opinion, the Vehicle displays any such offensive material. In such circumstances, the Event Fee and any associated charges will not be refunded to the Entrant, and the Entrant shall have no recourse against the Organiser in respect of any Loss or damage arising from that decision.

- 8.6 When entering or exiting the Event Precinct, Entrants must adhere to the car entry and exit guidelines as outlined in the Entrant Manual.
- 8.7 Entrants may leave their Vehicle overnight after the Activity in their allocated car space/zone however, they do so at their own risk and the Organiser does not take any responsibility for Vehicles left overnight within the Event Precinct.
- 8.8 If an Entrant can no longer bring the intended Vehicle (as previously notified to the Organiser) to the Event due to a Vehicle fault e.g., breakdown or damage to the exterior of the Vehicle:
 - (a) the Entrant may bring a replacement Vehicle provided that such Vehicle complies with the eligibility requirements in clause 7; and
 - (b) the Entrant must send through updated Vehicle information prior to the replacement vehicle arriving to the site, including updated registration information.
- 8.9 If an Entrant can no longer bring their Vehicle to the Event due to illness or unforeseen circumstances:
 - (a) the Entrant may nominate a new Vehicle driver to bring the Vehicle on their behalf, provided that:
 - (i) the nominee has a valid Australian Driver's license;
 - (ii) the nominee has read and agrees to comply with and be bound by these Terms and Conditions; and
 - (iii) the Entrant agrees to be responsible and liable for any failure to comply with these Terms and Conditions by that nominee; and
 - (b) the Entrant must notify the Organiser as soon as practicably able and send through updated license details prior to the new driver arriving to the site.
- 8.10 The terms of clause 8 apply to any Vehicles brought into the Event Precinct as part of the Activity.
- 8.11 Any person who brings a vehicle into the Event Precinct does so entirely at their own risk and the Organiser is not liable for any damage to, Loss, or theft of that vehicle or its contents.
- 8.12 Entrants must always abide by the lawful directions of the Organiser, Event security personnel, traffic control staff and Emergency Services, including Queensland Police Service, Queensland Ambulance Service and Queensland Fire and Emergency Services.
- 8.13 Strictly no Vehicles are to depart their booked zone prior to the specified daily exit times as detailed in the Entrant Manual (if applicable).

9. SAFETY AND SECURITY

- 9.1 The Organiser will provide roaming security during the Event, but Entrants attend and participate in the Activity at their own risk.
- 9.2 Entrants are fully responsible for the safekeeping of their property, including any Vehicles (if applicable), and for any damage to, or Loss of, that property.
- 9.3 Entrants must comply with all reasonable requests of the Organiser in relation to the health and safety of persons and property.
- 9.4 Entrants must ensure that themselves and their property (including any Vehicles (if applicable)) do not block any thoroughfare, including any stairs, steps, aisles, passages, entries or exits.

10. INSURANCE

- 10.1 Entrants warrant that they will hold and maintain for the duration of the Event (for each Vehicle the Entrant brings into the Event Precinct in connection with that Entrant's involvement in the Event) the following insurance and documentation to cover obligations under these Terms and Conditions, unless an alternate arrangement is approved by the Organiser in writing:
 - (a) Comprehensive motor Vehicle insurance;

- (b) Compulsory Third Party (CTP) insurance;
 - (c) a current registration certificate or temporary permit to move an unregistered Vehicle; and
 - (d) the relevant driver's licence required for the type of Vehicle being driven.
- 10.2 Entrants must immediately notify the Organiser of any occurrence, accident or incident related to the Event that gives rise or is likely to give rise to a claim under any of its insurance policies.
- 10.3 Entrants must advise of any changes to their Vehicle insurance or Vehicle condition prior to the Event.
- 10.4 In respect of the insurances required under clause 10.1, Entrants must:
- (a) take out such insurances at their own cost and expense;
 - (b) ensure that the insurance policies are valid and enforceable at all times;
 - (c) take out and maintain the insurance policies with a reputable insurer authorised to operate in Australia;
 - (d) at all times comply with the terms of the insurance policies and not do or omit to do any act or thing that may result in any of the insurance policies being rendered void or voidable; and
 - (e) upon request by the Organiser, provide evidence of any insurance policies and their currency (including certificates of currency and, if not confidential under the policy, policy wordings, policy schedules and policy endorsements).

11. RISK AND LIABILITY

- 11.1 By entering the Event site, you acknowledge that attendance to events of this nature carry inherent risks, and you voluntarily accept and assume all such risks. Entrants exhibit their Vehicle entirely at their own risk.
- 11.2 Entrants release and hold harmless, to the full extent permitted by law, the Organiser and its Personnel from:
- (a) any and all claims arising from any accident, liability, Loss, damage, expenses of any kind (including any consequential Loss), injury or death to any persons or property in or about the site and the Event Precinct; and
 - (b) any claims that an Entrant may suffer or incur in connection with their attendance at the Event, except to the extent caused by the Organiser or its Personnel.
- 11.3 To the extent permitted by law, including the Australian Consumer Law, Entrants are responsible for and indemnify the Organiser and its Personnel against Loss suffered by any of them and any claims, including claims arising from accident, Loss, damage, injury or death to any persons (including Entrants) or property, made against any of the Organiser or its Personnel or for which the Organiser or its Personnel may become liable in respect of or arising from or in connection with:
- (a) any act or omission of the Entrant or its nominees, Personnel, staff, invitees or agents;
 - (b) any breach of or failure to comply with these Terms and Conditions by an Entrant or its nominees, Personnel, staff, invitees or agents;
 - (c) the Organiser recovering any liquidated debts from an Entrant or its nominees, staff, invitees or agents;
 - (d) the failure of an Entrant or its nominees, staff, invitees or agents to comply with any laws, regulations, codes, licences, industrial awards, permits and the like;
 - (e) any act by an Entrant or its nominees, staff, invitees or agents which causes, or may cause, prejudice to the professional status or reputation of the Organiser or the Organiser's Personnel;
 - (f) any act of an Entrant or its nominees, Personnel, staff, invitees or agents which makes void any part of any insurance policy of the Organiser; or
 - (g) breach of a warranty given by an Entrant or its nominees, staff, invitees or agents,
- except to the extent caused by the Organiser or its Personnel and the amount of all such claims may be deducted from any monies due or becoming due to the Entrant by the Organiser.

- 11.4 Notwithstanding the balance of this clause 11, any liability of the Organiser is limited to the amount for which the ticket was purchased (including any fees or charges unless otherwise notified at the time of purchase).
- 11.5 Nothing in these terms excludes any rights or remedies you may have under the Australian Consumer Law which cannot be lawfully excluded.
- 11.6 Entrants must pay for or reimburse the Organiser for any costs incurred by the Organiser to repair any damage or recover any Losses caused or contributed to by the Entrant (including damage or Loss caused or contributed to by the use or misuse of an Entrant's Vehicle in the Event Precinct).
- 11.7 Entrants:
- (a) are required to comply with all applicable legislation including the *Work Health and Safety Act 2011* (Qld);
 - (b) are responsible for taking reasonable care whilst at the Event Precinct; and
 - (c) must report all accidents and incidents to the Organiser as soon as possible and, in the event of an emergency, follow the emergency evacuation procedures under the guidance of the Organiser's designated safety officers.
- 11.8 To the extent permitted by law, a Party will not be liable for any delay in performing, or failure to perform, its obligations under these Terms and Conditions if such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from a Force Majeure event and that Party has used all reasonable endeavours to minimise the impact of the Force Majeure event on its ability to so perform.

12. PRIVACY

- 12.1 Entrants acknowledge that any personal information disclosed at the time of ticket purchase will be entered into an Event database.
- 12.2 Entrants agree that the Organiser and its key stakeholders may use this information for any purpose associated with the preparation, promotion or staging of the Event or otherwise in accordance with the Organiser's Privacy Policy.
- 12.3 Entrants agree that in relation to the Organiser's use of Entrant's information pursuant to clause 12.2:
- (a) Entrants 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 Entrants, damage their reputation or infringe on their privacy; and
 - (c) the Organiser may assign or transfer the benefit of the release and consent given to any person.
- 12.4 If Entrants wish to update their details, or do not wish for their details to be used in the manner contemplated by this clause 12, Entrants must make a request in writing to: festivals@experiencegoldcoast.com.
- 12.5 Any request to update, modify or delete an Entrant's details will be facilitated in a timely manner.

13. PUBLICITY

- 13.1 Entrants must not make, publish or broadcast any public announcement or comment (including via social media) about or concerning the Event, their use of the site, their relationship with or the affairs of the Organiser if that announcement or comment is or might be considered:
- (a) prejudicial to the image, reputation or goodwill of the Organiser or the Event;
 - (b) prejudicial to the successful staging of the Event or the affairs of the Organiser;
 - (c) threatening, aggressive, abusive, dangerous or destructive;
 - (d) discriminatory, religious, racial, political or homophobic; or
 - (e) foul or abusive.

- 13.2 Upon request by the Organiser, an Entrant must promptly take down, delete, retract or remove any announcement or comment made, published or broadcast by the Entrant or on the Entrant's behalf that the Organiser reasonably considers:
- (a) to be in breach of clause 13.1; or
 - (b) to not otherwise align with or support the good reputation and image of the Organiser or the Event.

14. BREACH AND TERMINATION

- 14.1 The Organiser may, at any time, by notice in writing to the Entrant:
- (a) refuse or revoke an Entrant's access to the Event Precinct or continued participation in the Activity; or
 - (b) cancel an Entrant's booking,
- if an Entrant materially breaches these Terms and Conditions, including if they:
- (c) fail to hold documentation as required by the Organiser (including any current and relevant insurance policies as specified under these Terms and Conditions); or
 - (d) neglect, fail, or omit to carry out any reasonable instruction as directed by the Organiser and its Personnel.
- 14.2 Subject to the Australian Consumer Law, the Organiser will not be liable to an Entrant for any Loss of profit, revenue, goodwill or business opportunities, damaged reputation or for any direct or associated charges will not be refunded to the Entrant, and the Entrant shall have no recourse against the Organiser in respect of any Loss or damage arising from the cancellation under this clause 14.

15. MISCELLANEOUS

- 15.1 Subject to the Australian Consumer Law, the Organiser may alter entry, exit or Event operating times due to inclement weather, safety concerns or unforeseen circumstances.
- 15.2 These Terms and Conditions are governed by the Laws of Queensland and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 15.3 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.
- 15.4 Nothing in these Terms and Conditions seeks to exclude or limit the Organiser's liability which cannot be excluded or limited by law (including, without limitation, the Australian Consumer Law).