



## **CONDITIONS OF ENTRY - NORTH SYDNEY NEW YEAR'S EVE**

By entering the event site, you agree to be bound by the following terms & conditions.

These Terms and Conditions of Entry need to be adhered to at all times during your attendance and/or participation at the event. These Terms and Conditions of Entry apply to any individual who is attending, engaging or participating in any North Sydney New Year's Eve event.

North Sydney Council (NSC) reserves the right to refuse entry to any persons.

Failure to comply may result in removal from the event site.

For ticketed sites, you will not be entitled to a refund if you are removed from the event site or breach these conditions.

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## **SAFETY & PROHIBITED ITEMS:**

### **Prohibited Items:**

- Camping gear including tents, beanbags, mattresses, inflatable furniture
- Bikes, scooters, skateboards, rollerblades, rollerskates, or any personal motorised vehicles.
- Footballs, frisbees, sporting equipment, toy guns, water guns or slingshots
- Busking equipment
- Airhorns
- Pets (except for service animals)
- food delivery services (e.g. Uber)
- Cheese knives or sharp objects
- Unsealed beverages (only sealed, non-alcoholic drinks or empty water bottles will be permitted)
- Glass items/bottles
- portable or disposable BBQs
- compressed gas containers
- political, religious, offensive or race-related materials
- Drones or other remote control devices
- Professional photography equipment (eg telephoto lenses; any lens over 20cm; any detachable lens; stands or other commercial equipment or anything deemed by Event staff to be professional photography equipment).

- Unauthorised solicitation materials including handbills, flyers, stickers, beach balls, give-aways, samples, or other promotional items.
- Alcohol
- Drugs (if you are found supplying, consuming or in possession of illicit drugs you will be removed from the Event Site and may be referred to police.)
- Weapons or explosives of any kind (including potential missiles)
- Imitation or toy weapons
- Fireworks, sparklers, fire-twirling equipment or fires/open flames
- Strobe lights, flares, lasers or laser pointers
- Dangerous or flammable goods
- Advanced personal vaporizers (or modified APVs) or liquid refills for E-Cigs.
- Any other item deemed by Event staff (in their discretion) to be dangerous or offensive or potentially dangerous by Event organisers, or capable of causing public nuisance or that may interfere with the enjoyment or comfort of other persons or security at the Event.

No smoking/vaping is permitted within event sites. Under the NSW Smoke-free environment Act 2000, smoking is prohibited in a wide range of enclosed public spaces.

**Security Checks:** Bags and personal belongings will be inspected upon entry. Any prohibited items will be confiscated and disposed of. Confiscated items will not be returned, replaced or reimbursed.

If you do not consent to such searches, you may be denied entry to the Event.

**Directions of Event Staff:** you must follow the directions of event staff and security, and comply with the law at all times during the Event.

#### **BE MINDFUL OF YOUR SURROUNDINGS:**

- **Children Supervision:** Children under 12 must be accompanied by an adult at all times.
- **Restricted Areas:** Attendees must stay out of marked restricted areas at all times.
- **No Swimming:** Entering the water is strictly prohibited.
- **Wildlife:** Attendees must not approach or feed wildlife, and should be respectful of the natural environment.

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#### **NATURAL HAZARDS:**

- **Slippery Surfaces:** Attendees must be cautious near the water's edge, as surfaces may be wet and slippery.
- **Strong Currents & Tides:** Water may have strong currents. Stay a safe distance from the shoreline.
- **Falling Debris:** Wind or natural conditions may cause falling branches or debris. Remain alert.
- **Sun Exposure:** Protect yourself by wearing sunscreen, hats, and sunglasses.

North Sydney Council takes no responsibility for injuries resulting from attendees who do not follow the above.

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### **RESTRICTED CAPACITY:**

- All sites: Once the site reaches capacity, there will be no re-entry permitted after exiting the site (i.e. no passouts), with no exceptions.
  - Blues Point: There will be no re-entry permitted after exiting the site (i.e. no passouts). All ticketholders must arrive prior to 9pm, at which time entry gates will be closed and no further access will be permitted due to crowd safety protocols
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### **CODE OF CONDUCT:**

All attendees must act in an orderly manner when attending the Event Site. NSC may refuse entry or evict any persons if you or any of your party are behaving in a disorderly, offensive or inappropriate manner. There will be zero tolerance of violent behaviour.

We ask that all attendees treat everyone with kindness, respect, and consideration, regardless of their background, gender, race, age, religion, sexuality, or any other characteristic.

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### **ADDITIONAL:**

- **Pets:** Only registered service animals are permitted. Other animals are not permitted.
  - **First Aid:** First aid facilities are available onsite.
  - **Weather Conditions:** The event will proceed in varying weather conditions. Attendees must follow any instructions from event staff during severe weather.
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### **TICKETED SITES:**

You must agree to these Event T+Cs to purchase Tickets and Attend the Event.

The Authorised Ticketing Agency may, without notice, invalidate any Tickets that are believed to be in breach of the Event T+Cs, and no refund, replacement or compensation will be offered.

Each Ticket attracts a booking fee, which is inclusive of GST.  
All Tickets and products are priced in Australian dollars.

Should the Event be cancelled or rescheduled, the Authorised Ticketing Agency will inform customers via their nominated email address. The Authorised Ticketing Agency provides this service on behalf of NSC.

**Ticket Restrictions:** you agree not to re-sell Event tickets contrary to applicable laws. Event tickets may not, without the prior written consent of NSC:

- be re-sold or offered for resale at a premium (including via online auction sites); or
- used for advertising, promotion or other commercial purposes (including competitions and trade promotions); or
- used to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer.

If an Event ticket is used in breach of this condition, the Event ticket may be cancelled without a refund and the bearer of the Event ticket may be refused admission. NSC will use reasonable efforts to notify you of such action.

**Refund and Cancellation Policy:** NSC reserves the right to change, add, withdraw or substitute programming in the advertised Event program, vary the date and/or vary the Event Venue without prior notification and deny admission to the Event Site with reasonable cause.

No refunds on tickets except where required by law or in accordance with Live Performance Australia's Code of Practice for Ticketing of Live Entertainment Events in Australia which is available on their website ([www.liveperformance.com.au](http://www.liveperformance.com.au)).

There will be no refund of any unused portion of an Event Ticket if you or your invitees are asked or forced to leave the Event for any of the reasons set out in the Event T+Cs or if you decide not to attend the Event.

If an Event is cancelled for any reason whatsoever, you will be entitled to a full refund of the ticket price.

For enquiries or complaints regarding the sale and delivery of tickets please contact the authorised Ticketing Agency.

**Ticket Purchase Limits:** NSC reserves the right to enforce published ticket purchase limits and cancel any tickets obtained above said limits in any one transaction or by any one customer. If you exceed the stated ticket limit, you may have all or any of your order and tickets cancelled without notice by NSC in its discretion. This includes orders associated with the same name, email address, billing address, credit card number or other information.

**Your Personal Information:** pursuant to your booking, NSC may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket allocations. Unless you tell us otherwise, NSC may disclose your contact details to third parties if you elect to receive such information at time of ticket purchase so they can provide you with promotional material about other events and products. NSC may also need to disclose your personal information as required by law or as permitted under the Privacy Act 1988 (Cth). If you have any questions about how Promoter will handle

your personal information please visit the link at the bottom of the Authorised Ticketing Agency's ticketing page where you purchased your Event ticket or contact NSC.

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## **PHOTOGRAPHY & FILMING:**

- By entering, you consent to being photographed or filmed for promotional purposes, and agree that your image may be used by NSC and/or any of its authorised representatives and contractors in any medium or context without further authorisation by, or compensation to, you.
- Personal digital cameras are permitted at the Event. SLR cameras are permitted but professional photography equipment (eg telephoto lenses; any lens over 20cm; any detachable lens) is not permitted without pre-authorised media accreditation. Event staff will determine in their discretion whether equipment is considered to be professional photography equipment.
- NSC reserves the right to confiscate and/or delete any footage, recordings and/or photos created by unauthorised or prohibited recording, filming or photography.

Closed circuit television (CCTV) cameras will be used at this event and throughout the North Sydney LGA. This is in place to allow event operations and emergency services to monitor crowds and ensure public safety. CCTV footage will be retained only by NSC and will be stored in accordance with their Privacy Policy.

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## **LIABILITY & RISK**

You assume all risk of damage, property loss, and/or personal injury which may occur as a result of your participation or attendance at the event and/or any individual official event, including, without limitation, exposure to pandemic level communicable illnesses (including COVID-19).

**North Sydney Council's Liability:** the services provided by NSC will be rendered with due care and skill to the extent required by Section 60 of the Competition and Consumer Act 2010 (Cth) and applicable similar state legislation. Apart from such statutory liability, NSC will not be liable or responsible for any injury, damage or loss suffered or incurred by you or any person entering or when you enter or are on the Event Site whether caused by the negligence of NSC (or their respective employees, contractors or agents), whether arising in tort, contract, bailment or otherwise - all such injury loss or damage to person or property is at your own risk.

**Indemnity:** you agree to indemnify NSC against any loss or damage NSC may suffer arising out of your negligence or breach of the Event T+Cs.

**Release:** to the full extent permitted by law, you waive all legal rights of action against and fully release NSC (and their respective executive members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss for any default, failure or negligence (to the extent permitted by law) in relation to entry to and presence on the Event Site.

**Risk:** entry to the Event Site is at your own risk. Without limiting the generality of this:

- appropriate footwear and clothing must be worn at all times at the Event Site;
- you must not mosh, crowd surf or stage dive;
- ear plugs should be worn if necessary.

To the extent permitted by law, NSC takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by your failure to follow NSC directives. In the event of injury or illness NSC may, at your cost, arrange medical treatment and/or emergency evacuation as deemed essential for your safety.

**Enforceability:** any provision of these Event T+Cs which is or becomes unenforceable shall not invalidate the other provisions of these Event T+Cs.

**Variation to Terms and Conditions:** NSC may vary these Event T+Cs at any time without notice to you.

Any variations become effective immediately once the variations have been published on NSC's website.

Any variations will not operate retrospectively.

These Event T+C's were last updated on 16 November 2025.