The below Terms & Conditions are subject to Copyright Laws©

Terms and Conditions

1 Your obligations

1.1 You agree to provide to each Passenger a copy of these Terms and Conditions and notify them that, by entering the Vehicle for the Event, they agree to be bound by those Terms and Conditions.

1.2 You agree to notify Dreamscape Tours if You have failed to provide a copy of these Terms and Conditions to any Passenger and otherwise complied with clause 1.1 no later than two (2) clear Business Days prior to the commencement of the Event.

1.3 Subject to clause 1.2, You warrant that all Passengers have received a copy of these Terms and Conditions and been notified that, on entering the Vehicle for the Event, they will agree to be bound by those Terms and Conditions.

2 The Event

2.1 Dreamscape Tours agrees to operate the Event in accordance with the Booking Form and these Terms and Conditions.

2.2 You acknowledge that the Vehicle may leave for the Event at any time from the time appointed for departure in the Booking Form, whether or not all Passengers have arrived for the Event or have entered or boarded the Vehicle.

2.3 Dreamscape Tours will use its reasonable endeavors to commence the Event and conclude the Event at the times indicated in the Booking Form.

2.4 You acknowledge that the Event may be delayed in commencing or concluding for various reasons and You waive any rights You have or may have against Dreamscape Tours in respect of any Losses incurred or likely to be incurred as a result of or otherwise connected with the Event commencing at a time or the Event concluding at a time other than the respective times indicated in the Booking Form.

2.5 You accept responsibility for ensuring that all Passengers at the Event have boarded the Vehicle:

(a) prior to the commencement of the Event; and

(b) prior to the resumption of travel from any destination or other stop during the Event, and

You waive all rights You have or may have against Dreamscape Tours for any Losses incurred or likely to be incurred as a result of or otherwise connected with a Passenger failing to board the Vehicle.

3 Event Variation

3.1 Dreamscape Tours may vary any aspect of the Event at any time, including at any time after You book the Event and after the Event commences.

3.2 Without limiting the generality of clause 3.1, the Event may be varied in any of the following aspects:

(a) the date or time of departure or operation;

(b) the route of the Event;

(c) the type of Vehicle;

(d) the cities, towns, ports or other destinations at which the Vehicle stops or visits during the Event; and

(e) the duration of the Event.

(f) if weather conditions or mechanical failure do not allow for (boat) cruising the function will proceed and conclude dockside.

3.3 Dreamscape Tours is not obliged to notify You of any variation to the Event. Notwithstanding the foregoing, Dreamscape Tours will use its reasonable endeavours to notify You prior to the Event commencing of any variation to the Event.

3.4 You waive Your rights against Dreamscape Tours in respect of any Loss You incur or are likely to incur as a result of or otherwise connected with any variation to the Event under this clause 3.

4 Event Viability

4.1 Dreamscape Tours acknowledges that the number of Passengers may be less than the Estimated or minimum Passenger Numbers for various reasons.

4.2 If the number of Passengers is at or below Event Viability, Dreamscape Tours may, in its absolute discretion, do the following:

(a) combine the Event with another similar or otherwise compatible Event;

(b) charge you the minimum numbers required or

(c) cancel the Event by notice in writing to You.

4.3 If Dreamscape Tours cancels the Event pursuant to clause 4.2(c), You agree to pay a Cancellation Charge.

4.4 You acknowledge that, if Dreamscape Tours combines Events pursuant to clause 4.2(a) people unconnected with Your group of Passengers will be attending the Event.

5 Luggage and equipment

5.1 No Passenger is permitted more than one piece of luggage.

5.2 No piece of luggage may weigh in excess of ten (10) kilograms or such other weight that Dreamscape determines in its absolute discretion and of which Dreamscape Tours notify You no later than one (1) Business Day prior to the Event commencing.

5.3 No Passenger may bring onto the Vehicle or permit the bringing onto the Vehicle of any of the following:

(a) any hazardous or dangerous substance;

(b) any drug of dependence or other illegal substance; or

(c) any glass receptacle capable of containing a beverage.

5.4 Dreamscape Tours may exclude any Passenger from the Event if the Passenger breaches this clause 5.

5.5 Without limiting the generality of clause 5.4, a Passenger may be excluded from the Event at any time after the Event commences if, in Dreamscape's reasonable opinion, the Passenger breaches clause 5.3.

5.6 The organizer of the group will need to bring an AUX cord and suitable Phone attachment to allow you to plug your device into the vehicles sound system to enable music to be played at your event.

5.7 All vehicles (land and water) are non air conditioned so in high temperatures, please come prepared with additional cold water, fans, and light clothing. Most windows and hatches are openable which allows a general breeze through the vehicle.

6 Passenger conduct during the Event

6.1 At all times during the Event, each Passenger must conduct himself or herself in a reasonable and courteous manner and otherwise in accordance with all legal requirements.

6.2 Dreamscape Tours may provide reasonable directions to Passengers for the purposes of the Event and each Passenger agrees to comply with each direction.

6.3 Without limiting clause 6.1, each Passenger must do the following:

(a) comply with all road safety laws, including all such laws affecting the behaviour of pedestrians;

(b) not cause or permit any part of his or her body or any other object to protrude from the Vehicle at all times that the Vehicle is in motion; and

(c) remain seated in the seats provided at all times that the Vehicle is in motion.

7 Additional passengers

7.1 You acknowledge that the Event is subject to a maximum number of Passengers, which Dreamscape Tours may determine in its discretion.

7.2 Dreamscape Tours may determine in its absolute discretion whether an Additional Passenger may attend the Event.

7.3 Without limiting the discretion in clause 7.2, Dreamscape may exclude any Additional Passenger from the Event if the Price applicable to that person is not paid in accordance with clause 10.9.

8 Passenger exclusion

8.1 Any Passenger who arrives for the Event, later than the scheduled time for departure specified in the Booking Form may be excluded from the Event.

8.2 Any Passenger may be excluded from the Event if the behaviour of that Passenger is, in Dreamscape Tours' reasonable opinion, unacceptable, which includes:

(a) behaviour that could endanger other Passengers;

(b) behaviour in breach of these Terms and Conditions;

(c) the Passenger is or appears intoxicated;

(d) the Passenger smokes any tobacco product on the Vehicle (whether the Vehicle is in motion or not);

(e) the Passenger is or appears to be affected by any drug of dependence or other illegal substance;

(f) the Passenger is offensive to another Passenger or any other person, including a member of the public;

(g) the Passenger engages in a fight (whether or not the fight is initiated by that Passenger);

(h) the Passenger is aggressive or intimidatory towards another Passenger or any other person, including a member of the public;

(i) behaviour that risks damage to the Vehicle or any other property; or

U) behaviour that could damage the reputation of Dreamscape Tours.

8.3 Dreamscape Tours may cancel the Event at any time during the Event if:

(a) the behaviour of five (5) or more Passengers ***(Infringing Passengers)*** would permit Dreamscape Tours to exclude those Infringing Passengers from the Event pursuant to clause 8.2; or

(b) the circumstances otherwise reasonably justify cancellation.

8.4 The Price payable in respect of any Passenger excluded from the Event pursuant to clause 8.2 ***(Sum Forfeited on Exclusion)*** is forfeited. If any part of the Sum

Forfeited on Exclusion has not been paid as at the date of exclusion, You agree to pay that amount to Dreamscape Tours on demand.

8.5 If Dreamscape Tours cancels the Event pursuant to clause 8.3, the Price payable for each Passenger at the Event is forfeited (***Sum Forfeited on Cancellation).*** If any part of the Sum Forfeited on Cancellation has not been paid as at the date of cancellation, You agree to pay that amount to Dreamscape Tours on demand.

8.6 The Customer acknowledges that Dreamscape Tours is not a common carrier and that the responsibilities and liabilities of a common carrier do not apply to Dreamscape Tours or otherwise in respect of the Event. Without limiting the generality of the foregoing:

(a) at its discretion (but subject to these Terms and Conditions), Dreamscape Tours may refuse any person entry to the Event; and

(b) all services are performed subject only to these Terms and Conditions.

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9 Alcohol consumption

9.1 This clause 9 applies to the consumption of alcoholic beverages at any time during the Consumption Period.

9.2 Subject to this clause 9, Passengers over the age of 18 are permitted to possess and consume alcoholic beverages on board the Vehicle.

9.3 No Passenger is permitted to possess or consume during the Consumption Period more than the maximum quantity of alcoholic beverage specified by Dreamscape Tours from time to time or, where no quantity is specified, no more than the equivalent of two (2) standard drinks an hour.

9.4 The burden is on the Passenger to demonstrate to Dreamscape Tours' reasonable satisfaction that he or she is not in breach of clause 9.3.

9.5 Passengers must not consume any alcoholic beverage after the Event commences and before the Event concludes, other than on the Vehicle.

9.6 All consumption of alcoholic beverages must be in accordance with, and each Passenger otherwise must comply with, the Liquor Licensing Code of Conduct, a copy of which is available from our web site or please call our office for a copy.

9.7 Passengers must not remove from the Vehicle any open bottle or other receptacle containing an alcoholic beverage.

9.8 Passengers must not bring on to the Vehicle or cause to be brought onto the Vehicle an esky or other insulated or refrigerated receptacle capable of containing multiple alcoholic beverages (whether or not it contains alcoholic beverages).

9.9 If BYO alcoholic beverages are permitted to be consume on the Vehicle a maximum of two (2) standard cans are allowed for the entire duration of the Event.

10 Price and payment

10.1 You agree to pay the Amount Due for the Event according to this clause 10.

10.2 You acknowledge that the Amount Due for the Event is calculated by multiplying the Estimated Passenger Numbers by the Price or as otherwise stated on the Booking Form.

10.3 20% of the Amount Due for the Event must be paid by way of a deposit ***(Deposit)*** and must be received by Dreamscape Tours in cleared funds no later than seven (7) days after booking the Event.

10.4 If You book the Event within seven (7) days of the Event commencing, subject to any direction to the contrary, no Deposit is payable and You must pay the Amount Due for the Event immediately.

10.5 The Deposit is non-refundable.

10.6 The Balance must be paid in cleared funds (without deduction) no later than one (7) Business Day prior to the commencement of the Event or as otherwise directed.

10.7 Dreamscape Tours may cancel the Event if You fail to satisfy either clauses 10.3 or 10.6 and, for the avoidance of doubt, Dreamscape Tours may retain the Deposit if it cancels the Event pursuant to this clause 10.7.

10.8 You forfeit the Price payable for each No-show. You and each No-show waives your respective rights against Dreamscape Tours connected with the said amount and otherwise in respect of the Event insofar as it relates to the No-show. If any part of the said Price has not been paid, you agree to pay that amount to Dreamscape Tours.

10.9 You agree to pay to Dreamscape Tours the Price for any Additional Passenger prior to the Event commencing.

10.10 You agree to pay interest at a rate of 2% greater than the prevailing Commonwealth Bank overdraft rate on all amounts outstanding, payable from the date on which the amount is payable and concluding on the date the amount is received by Dreamscape Tours in cleared funds (without deduction or set off).

11 Bond and damage

11.1 At Dreamscape Tours' option, You agree to pay a bond of an amount determined by Dreamscape Tours ***(Bond).***

11.2 Subject to any direction to the contrary, the Bond must be paid in cleared funds (without deduction) when paying the Balance.

11.3 If Dreamscape Tours does not receive payment of the Bond in accordance with clause 11.2, the Event is cancelled and, for the avoidance of doubt, Dreamscape Tours will retain the Deposit.

11.4 Dreamscape Tours agrees to repay the Bond to You within ten (10) Business Days of the conclusion of the Event, less any amount that Dreamscape Tours reasonably considers necessary to:

(a) cover what is considered excess cleaning. (i.e. but not limited to feathers, sparkles, confetti, sequins, popcorn, chips, spilt drinks, vomiting or human waste may be considered as excess cleaning)

(b) cover excess time or overtime above the time that has been booked and agreed to by the organizer.

(c) cover additional or alternative passenger pickups beyond that has been booked and agreed to by the organizer.

(d) any Losses incurred or likely to be incurred directly or indirectly due to the result of the groups change of the plans or delays during the event. This includes the group delaying departure which results in Dreamscape Tours' next booking having to be delayed or cancelled.

(e) pay the costs of repairing any damage to the Vehicle (the repairs being affected in accordance with clause 11.6) or any other property damage caused (whether directly or indirectly) by a Passenger ***(Vehicle Damage);*** and

(f) to otherwise compensate Dreamscape Tours for the following:

(i) any Losses incurred as above or that may be incurred in respect of that Vehicle Damage; or

(ii) any other act or omission of that or any other Passenger, including any Losses incurred or likely to be incurred as a result of the behaviour of the Passenger on the reputation of Dreamscape Tours or any relationship Dreamscape Tours has or may have with any other person (including any public house, bar, club, winery or any other facility).

11.5 If the Bond is insufficient to pay the Reparation Costs, You agree to pay to Dreamscape Tours the difference between Reparation Costs and the Bond. This amount must be paid within ten (10) Business Days of the date of any demand in writing.

11.6 Vehicle Damage must be repaired or rectified to Dreamscape Tours' reasonable satisfaction.

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12 Event cancellation

Cancellation by Dreamscape Tours

12.1 Dreamscape Tours may cancel the Event at any time.

12.2 Without limiting the generality of clause 12.1, the Event may be cancelled after the Event commences for any reason whatsoever.

12.3 If Dreamscape Tours cancels the Event pursuant to clause 12.1, it agrees to repay to You the Amount You Paid.

12.4 If the Event is cancelled (whether in whole or part) due to the cancellation or postponement of, or change in, an Independent Component of the Event, Dreamscape Tours agrees to repay to You the Amount You Paid, less a sum equivalent to the Losses Dreamscape Tours incurs or is likely to incur as a result of

the cancellation or postponement of, or change in, the Independent Component of the Event.

12.5 Save for Your rights under clauses 12.3 and 12.4, You waive Your rights against Dreamscape Tours in respect of any Loss You incur or are likely to incur as a result of or otherwise connected with the cancellation of the Event.

Cancellation by You

12.6 You may cancel the Event at any time by notice in writing to Dreamscape Tours.

12.7 You forfeit the Deposit if You cancel the Event.

12.8 Without prejudice to Dreamscape Tours' rights under clause 12.7, You agree to pay to Dreamscape Tours an amount equivalent to the Losses incurred or likely to be incurred by Dreamscape Tours as a result of or otherwise connected with the cancellation of the Event, including fees charged by the supplier of any Independent Component of the Event ***(Cancellation*** **Costs).**

12.9 Dreamscape Tours agrees to use its reasonable endeavors to minimize the Cancellation Costs.

12.10 If You cancel the Event on the day on which the Event is scheduled to take place, You agree to pay a Cancellation Charge.

12.11 If the Cancellation Charge payable under clause 12.10 or under any other provision in these Terms and Conditions is less than the Cancellation Costs, You agree to pay to Dreamscape Tours on demand an amount equivalent to the difference between Cancellation Costs and the Cancellation Charge ***(Make Up Payment).***

12.12 Any Cancellation Charge or Make Up Payment may be set off against the Amount You Paid on or before the date of cancellation. If the Amount You Paid on or before the date of cancellation is less than the Cancellation Charge or Make Up Payment (as the case may be), You agree to pay the difference to Dreamscape Tours on cancellation.

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13 Warranty and indemnity

13.1 Nothing in these Terms and Conditions purports to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, any condition or warranty implied by or otherwise having effect pursuant to legislation (including the *Trade Practices Act* and any State or Territory legislation concerning consumer protection, fair trading or the sale of goods or services) ***(Implied Term),*** where to do so would have the effect of rendering the relevant provision in these Terms and Conditions void or otherwise unenforceable.

13.2 Subject to clause 13.1:

(a) all Implied Terms and any other conditions or warranties otherwise implied by law are excluded from these Terms and Conditions; and

{b) Dreamscape Tours' liability for a breach of any Implied Term is limited to the full extent permitted by law.

13.3 You acknowledge that it is fair and reasonable for Dreamscape Tours to rely on the limitation of liability afforded to it by clause 13.2.

13.4 You warrant that each Passenger is in reasonably good health and otherwise fit to participate in the Event.

13.5 You indemnify Dreamscape Tours and agree to hold Dreamscape Tours harmless in respect of any Losses it incurs or may incur as a result of or otherwise connected with a breach of the warranty in clause 13.4.

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14 Limitation of liability

14.1 Each party's liability under these Terms and Conditions in respect of Losses incurred by any other party (including any Passenger) excludes and is limited to the extent that person contributes in whole or in part to the Loss.

14.2 You agree that, save to the extent provided to the contrary in these Terms and Conditions, Dreamscape Tours has no liability to You in respect of any Claim for or involving a Loss incurred or likely to be incurred by You as a result (whether directly or indirectly and whether in whole or in part) of or otherwise connected with the Event. This includes any Claim concerning the loss of any personal property of any Passenger or loss of revenue or reputation in relation to promotional activity.

14.3 Without prejudice to clause 14.2 and as a separate and independent provision, You agree that, save to the extent provided to the contrary in these Terms and Conditions, Dreamscape Tours has no liability to You in respect of any Claim for or involving a Loss incurred or likely to be incurred by You as a result (whether directly or indirectly and whether in whole or in part) of or otherwise connected with the negligence of Dreamscape Tours.

14.4 To the extent necessary to give effect to clause 14.2 and 14.3, You waive any right You have or may have to make or pursue any Claim against Dreamscape Tours and otherwise You release Dreamscape Tours in respect of that Loss and/or Claim.

14.5 The limitation of liability in this clause 14 does not apply to any Losses incurred directly as a result of:

(a) Dreamscape Tours' willful misconduct or gross negligence;

(b) the death of any person; or

(c) a breach of these Terms and Conditions by Dreamscape Tours, limited to the Price payable by the affected Passenger.

14.6 Notwithstanding anything to the contrary in these Terms and Conditions, You acknowledge that Dreamscape Tours is not responsible for any Independent Component of the Event and is not liable for any Losses You incur or may incur in respect of an Independent Component of the Event, and You waive any rights You have or may have against Dreamscape Tours in respect thereof.

14.7 Where one Passenger engages in any conduct against or in respect of any other Passenger ***(Affected Passenger),*** including any sexual harassment or other misconduct, You and the Affected Passenger waive any rights against Dreamscape Tours for any Claim concerning or involving the said conduct.

14.8 If any Passenger is excluded from the Event or if the Event is cancelled, each affected Passenger waives his or her rights against Dreamscape Tours connected with the exclusion from the Event or the cancellation of the Event (as the case may be), including the loss of enjoyment of the Event and the loss of any sum as a result of the exclusion or cancellation.

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15 Miscellaneous

Notice

15.1 Any notice required under these Terms and Conditions must be provided in writing by email to the email address supplied by the relevant party in the Booking Form or otherwise notified in writing.

15.2 A notice sent by email is deemed to have been received on the day it is sent, provided the sender does not receive an automated message indicating that the email was not successfully delivered. If an email is sent outside normal business hours (9:00am to 5:00pm, Monday to Friday, excluding public holidays in Victoria), it will be deemed to have been received on the next Business Day.

Severance

15.3 If any provision of these Terms and Conditions is to any extent invalid, illegal or unenforceable, that portion of the provision causing the provision to be invalid, illegal or unenforceable is severed and the validity, legality, and enforceability of the remaining provision (and any application of the said provisions) will not in any way be affected or impaired.

Waiver

15.4 No failure or delay on the part of any of the parties relating to the exercise of a right, power, privilege or remedy provided under these Terms and Conditions operates as a waiver of that right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party (for this purpose only, all Passengers are characterized as a single party).

15.5 No single or partial exercise of any right, power, privilege or remedy precludes any other or further exercise of that or any other right, power, privilege or remedy provided in these Terms and Conditions, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party, at law or in equity.

Governing law

15.6 This Deed is governed by the laws of the State of Victoria, Australia.

Covid19 Additional Terms and Conditions

15.7 All current government directives regarding Covid19 must be followed by all guests, suppliers and stakeholders associated with Dreamscape Tours.

15.8 Dreamscape Tours takes no liability from any claims whatsoever, which may affect any individual (including guest infected with Covid) or company in relation to the Covid19 pandemic.

15.9 As per this document all Terms and Conditions still stand, which includes but not limited to minimum numbers, refunds, and cancellations.

15.10 You may be required to pay a reschedule fee at our discretion or for the minimum number required for your event to proceed but only have the amount of guest allowed under the current government directives.

15.11 All credits that are approved and provided due to the rescheduling caused by covid19 will be applied to a new date with the new booking must be of the same or more value than the original booking.

15.12 All credits must be used within six months unless otherwise stated or negotiated in writing.

15.13 All new bookings or rescheduling dates will be at current pricing when the credit is applied.

15.14 All new bookings are subject to availability of vehicles, venues and staff and may change slightly depending on the circumstances at the time.

Jurisdiction

15.15 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Victoria, Australia for all matters, issues or disputes arising out of or otherwise connected with these Terms and Conditions or the Event.

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16 Definitions & Interpretation

Definitions

16.1 In these Terms and Conditions, unless the context requires another meaning:

Additional Passenger means any person seeking to attend the Event in addition to the Estimated Passenger Numbers, which, for the avoidance of doubt, does not include a person who was not expected by You to attend the Event on the date on which You booked the Event, where the number of Passengers attending the Event is less than the Estimated Passenger Numbers;

Amount Due for the Event means the Price multiplied by the Estimated Passenger Numbers;

Amount You Paid means the amount You had paid in respect of the Event up to and including the date of cancellation;

Balance means Amount Due for the Event less the Deposit (if any);

Booking Form means the form used to book the Event and any brochure, website or other information memorandum that contains information of the Event as at the date the Event is booked;

Business Day means any day that is not a Saturday, Sunday or a public holiday or bank holiday in the capital city of the State in which the Event takes place or predominantly takes place;

Cancellation Charge means 75% of the Amount Due for the Event;

Cancellation Costs have the meaning ascribed to that term in clause 12.8;

Claim means any claim, allegation, suit, action, demand, cause of action or proceeding (including any prosecution by any statutory authority, in which the authority seeks a pecuniary penalty), irrespective of:

(i) when it arises;

(ii) whether or not it is actual or contingent; or

(iii) whether or not it is at law (including under contract or tort, which includes negligence), in equity or under statute;

Consumption Period means the period beginning five (5) hours prior to the commencement of the Event and ending on the conclusion of the Event;

Deposit has the meaning ascribed to that term in clause 10.3;

Dreamscape Tours means QTY Dreamscape Pty Ltd ABN 39 681 086 411

Estimated Passenger Numbers means the number of Passengers You estimate will attend the Event at the date You book the Event;

Event means the tour, charter or activity offered by Dreamscape, as described in the Booking Form;

Event Viability means the number of Passengers under which an Event is not commercially viable for Dreamscape Tours, that number being noted on the advertised material, tax invoice, Booking Form or otherwise notified to You;

Independent Component of the Event means a component, leg or element of an Event operated by a third party or any other service that forms part of or is otherwise delivered in connection with an Event that is provided by a third party;

Loss means any damage, debt, loss, foregone profit, penalty, fine, expense, liability or costs (whether incurred or contingent);

No-show means each Passenger fewer than the Estimated Passenger Numbers;

Passenger means each person who attends the Event (including each Additional Passenger), which will include You, if You attend the Event;

Price means the price for a Passenger to attend the Event, as set out in the Booking Form;

Reparation Costs means the costs referred to in clause 11.4;

Terms and Conditions means this document;

Vehicle means the bus, boat, train or other conveyance used to provide transport for, or otherwise in connection with, the Event; and

You mean the person who books the Event, being the person who completes the Booking Form or the person who otherwise accepts responsibility for paying the Price, and each Passenger, where that is consistent with the context.

16.2 In these Terms and Conditions, unless the context requires another meaning, a reference:

(a) to the singular includes the plural, and vice versa;

(b) to a gender includes all genders;

(c) to a document (including these Terms and Conditions) is a reference to that document (including any Schedules and Annexures), as amended, consolidated, supplemented, novated or replaced;

(d) to an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding, whether written, oral or implied;

(e) to a party means a party to these Terms and Conditions;

(f) to a person (including a party) includes:

(i) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government agency; and

(ii) the person's successors, permitted assigns, substitutes, executors and administrators;

(g) a group of persons or things (including a reference to the "Passengers") is a reference to any two or more of them jointly and to each of them individually;

(h) to a clause is to a clause of these Terms and Conditions;

(i) to a notice means a notice, approval, demand, request, nomination or other communication given by one party to another, under or in connection with these Terms and Conditions;

U) to a law includes any legislation, judgment, rule of common law or equity, and is a reference to that law as amended, consolidated, supplemented or replaced, and includes a reference to any regulation, by-law or other subordinate legislation;

(k) to time, is to the time in Melbourne, Victoria; and

(l) to the words "including" or "includes" means "including, but not limited to", or "includes, without limitation" respectively.

16.3 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

16.4 Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

16.5 If a period occurs from, after or before a day or the day of an act or event, it excludes that day.

16.6 If a period commences or ends on a day that is not a Business Day, the period will

commence or end (as the case may be) on the next Business Day.

16.7 Unless indicated to the contrary, if the doing of any act, matter or thing under these Terms and Conditions is dependent on the provision of Dreamscape Tours' consent or approval or is within Dreamscape Tours' discretion, the consent or approval must be given or the discretion must be exercised on reasonable grounds.

16.8 A warranty, representation, covenant or obligation given or entered into:

(a) by more than one person (which includes the Passengers by operation of clause 17.3 or 17.4) binds them jointly and severally; or

(b) in favour of more than one person (which includes the Passengers by operation of clause 17.3 or 17.4) is for the benefit of them jointly and severally.

16.9 For the purposes of these Terms and Conditions, a Event commences when the first Passenger enters or boards the Vehicle and concludes when the Vehicle arrives at the destination specified in the Booking Form as the end of the Event.

16.10 A reference to "during the Event" is to any time during the period referred to in clause 16.9.

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17 Photography & Marketing

17.1 Dreamscape Tours may take photographs and video recordings during the Event for promotional, marketing and social media purposes. By attending the Event, passengers consent to the use of their image and likeness in such materials without compensation.

17.2 If a passenger does not wish to be photographed or recorded, they must notify Dreamscape Tours in writing prior to the Event or advise the tour host/event manager at the commencement of the Event. Dreamscape Tours will make reasonable efforts to accommodate such requests but cannot guarantee that a passenger will not appear incidentally in group photographs or videos.

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18 Application of these Terms and Conditions

18.1 By booking the Event, You agree to be bound by these Terms and Conditions.

18.2 For the purposes of clause 18.1, You are consider to book an Event by completing the Booking Form.

18.3 You execute these Terms and Conditions on Your own behalf and as agent for each Passenger and You warrant to Dreamscape Tours that You have all necessary authority for the purposes of this clause 18.3.

18.4 Without prejudice to clause 18.3, each Passenger agrees to be bound by these Terms and Conditions by entering or boarding the Vehicle for the Event.