

## Ticketing Terms and Conditions

Perth Concert Hall Ticketing provides ticketing services, including the sale and distribution of tickets, as agents for the venue, Promoter/Hirer or person responsible for holding the relevant event (the Promoter/Hirer).

Please read these Terms and Conditions carefully before purchasing a ticket. By purchasing a ticket from Perth Concert Hall Ticketing, you agree to be bound by these Terms and Conditions.

Perth Concert Hall Ticketing acts as agent for the Promoter/Hirer in the sale of all tickets. As such, except as specified in these Terms and Conditions, all claims in connection with tickets or events are the sole responsibility of the Promoter/Hirer and, except the extent required by law, Perth Concert Hall Ticketing otherwise has no liability to you.

- These Terms and Conditions relate both to sale of tickets and attendance at events. The Promoter/Hirer may have further terms and conditions for entry to the performance(s). Terms and Conditions may be subject to change at any time; any changes will be made available through various channels, including venue or presenter websites. Any variations made to these Terms and Conditions will apply only to ticket purchases made after these alterations to the Terms and Conditions have been applied.
- Refunds are payable in accordance with the Live Performance Australia Ticketing Code of Practice. In general terms a refund is only available in the instances of a cancelled, rescheduled or significantly relocated performance, or to the extent otherwise required under Australian Consumer Law. Exchanges to alternate performances or the replacement of lost, stolen or missing tickets are at the discretion of the Promoter/Hirer or Venue, and fees may apply. General Admission tickets, where no designated seating is applied, will not be replaced if lost or stolen.
- The Promoter/Hirer or Venue shall not be liable for any ancillary costs associated with the cancellation of a scheduled event, including but not limited to travel and accommodation costs. In the event of a cancelled event, the Promoter/Hirer shall use all reasonable endeavours to contact the original ticket purchaser in a timely manner to inform the purchaser of cancellation procedures.
- The right of admission to an event is reserved by the Venue or the Promoter/Hirer. Ticket holders may be removed from the venue should their behaviour adversely impact the enjoyment of the event for other attendees, or if they are intoxicated, under the influence of illicit drugs or inappropriately attired.
- Unless explicitly stated by the Promoter/Hirer or Venue, the use of cameras, video and audio recording devices, including mobile phones, personal electronic devices and selfie sticks, is not permitted. Use of these devices may breach copyright regulations and venue staff may enforce this condition through the removal of infringing patrons.
- All children aged 15 and under must be accompanied by a responsible adult at all times. Babies under the age of 2 may be allowed entry into an event and are permitted to sit on the lap of a responsible adult. This condition is subject to the terms allowed by the Promoter/Hirer and should be checked for each individual event prior to the purchase of tickets and attendance at the event.

- Venue staff may request to search your personal belongings, including any personal bags, prior to entering the event.
- Latecomers may not be admitted until a suitable break in the performance, and occasionally not until interval or for the duration of the performance. Any detail regarding lock-outs and latecomer policy is event specific, and will be published prior to the event commencing. Please check event details carefully to avoid disappointment. Refunds are not available to patrons who miss part or all of an event due to lock-out restrictions.
- Tickets may not, without the prior consent of the Promoter/Hirer or Venue, be resold or offered for sale for commercial purposes or at a premium above the initial ticket price. The Promoter/Hirer or Venue may refuse admission to any ticket holders in possession of resold tickets and no refund will be offered upon refusal of entry.
- The Promoter/Hirer may place a restriction on the number of tickets purchased by any one entity to any given performance. Should account holders be found to be in breach of this term, all ticket sales associated with the account holder may be cancelled without notice. This provision is in place to ensure equal access to event tickets for all consumers and patrons.
- All reasonable care is taken to ensure ticket prices are correct and only available for sale when intended by the Promoter/Hirer. From time to time, technical or human errors may occur in the publication of ticket prices or in releasing tickets for sale. Should an error occur, Perth Concert Hall Ticketing will use all reasonable efforts to contact the ticket holders prior to cancelling an order processed in error, and may offer tickets at the correct purchase price or a refund of the price actually paid. After exhausting all reasonable efforts to contact the ticket holder without success, the order may be cancelled and a refund processed.
- The advertised program may be varied without notice. Artists may be added or withdrawn from the advertised program, and the right to vary prices, price reserves and/or seating configuration is at the discretion of the Promoter/Hirer.
- Opening acts may tour with headlining performers, and may be subject to change or cancellation at any time. Details regarding opening acts and the impact of the opening act on program timings may be published on advertising collateral or event websites as soon as reasonably practicable. Should the opening act be changed or cancelled, ticket holders will not be entitled to a refund.
- Proof of identity will be required for the collection of tickets at the venue Box Office. This may include the requirement to show photo identification and/or the credit card used to purchase the tickets. Should proof of identity not match the name of the account the tickets are held under, the venue box office may not release tickets until suitable identification is sighted.
- Should a ticket purchaser order tickets at a concession price, all valid proof of concession must be brought to the venue for verification for each ticket so purchased. Proof of concession may be requested by either box office staff at the time of ticket collection or by front of house staff upon entry into the performance. Should proof of concession not be sighted, ticket holders may be requested to return the tickets so purchased to the Box Office for upgrading to full priced ticket(s) with the liability to pay for any difference in the purchase price.

- To the extent permitted by law (including, without limitation, the Australian Consumer Law), neither the Promoter/Hirer nor Perth Concert Hall Ticketing shall have any liability to you beyond the face value of the ticket purchased plus any relevant per transaction handling fee and delivery fee. Neither the Promoter/Hirer nor Perth Concert Hall Ticketing shall be liable for any loss of enjoyment or wasted expenditure.
- Neither the Promoter/Hirer nor Perth Concert Hall Ticketing accept any responsibility for any personal property.
- To the extent permitted by law, Perth Concert Hall Ticketing disclaims all liability for any injuries caused at events.
- This venue adheres to the Live Performance Australia (LPA) Ticketing Code of Practice. The Code may be accessed at any time via the LPA website at [www.liveperformance.com.au](http://www.liveperformance.com.au).

Collection of Contact Information as required by State Government Direction or Order under the *Privacy Act 1988*

Should the Western Australian Government declare a State of Emergency or Public Health Emergency, the following will apply in relation to the collection of contact information:

**1. Venues may only collect the personal information required under the Direction of Order.**

Perth Concert Hall is not permitted to collect any additional personal information for contact tracing purposes.

**2. Venues must notify individuals before personal information is collected.**

Perth Concert Hall will clearly inform an individual of the matters set out in the Direction or Order, including what information is being collected, that the collection is required by law, the purposes of collection, who the information will be disclosed to and the consequences of failing to provide the information. This will be done by displaying prominent notices at the Perth Concert Hall and its website, and staff will reiterate this information when speaking to patrons.

**3. Venues will securely store the information once it has been collected.**

Information will not be stored in a book, notepad or on a computer screen where customers can see it. Access to information will be restricted to only those staff who work at the Perth Concert Hall who need to see it and they will ensure that the information is secured and protected at all times. Personal information will be collected for contact tracing purposes for a particular event and in accordance with the Notifiable Data Breach Scheme obligations.

**4. Perth Concert Hall will only provide this information to relevant health authorities who undertake contact tracing activities, when requested to do so.**

Contact tracing is undertaken exclusively by State and Territory Health Authorities and Perth Concert Hall will only disclose the information to health authorities when they request it for contact tracing purposes.

**5. Perth Concert Hall will destroy this information once it is no longer reasonably necessary for the purpose of contact tracing.**

Perth Concert Hall will destroy the information once it is no longer required to be kept. If there is no set period for which Perth Concert Hall must retain the information under the Direction or Order, it will be destroyed after a reasonable period of time.

Note: A Direction or Order may be applied by Governments of States and may either be a Declaration of a State of Emergency and/or Public Health Emergency

References:

Australian Government, *Guidance for businesses collecting personal information for contact tracing*, Office of the Australian Information Commissioner, accessed 26 June 2020, <<https://www.oaic.gov.au/privacy/guidance-and-advice/guidance-for-businesses-collecting-personal-information-for-contact-tracing/>>.