

TERMS AND CONDITIONS OF SALES, REFUNDS AND ENTRY

Your purchase is sold by Dandenong Ranges Community Cultural Centre trading as Burrinja - ABN 23 672 833 616 - through the Burrinja Box Office on behalf of the Presenter(s). The following Terms and Conditions apply to this sale:

I. TICKETS

- 1. All tickets are sold in accordance to with <u>Live Performance Australia</u>

 <u>Ticketing Code of Practice</u>
- 2. Ticket prices may fluctuate due to demand and Burrinja reserves the right to alter prices without notice. Any changes are made in accordance with <u>Live Performance Australia's Ticketing Code of Practice</u>. To view the latest prices for the production you are interested in, visit the relevant event page, select the date you wish to attend and the seats you wish to purchase, and the current pricing will appear.
- 3. Customers who purchase tickets online or by phone will be given a confirmation number to confirm the purchase. If you do not receive a confirmation number or are otherwise concerned that your purchase was not successful, you must contact Box Office for confirmation of purchase. Burrinja takes no responsibility for incomplete purchases that have not received a confirmation number, and where the customer has made no attempt to confirm the order.
- 4. Tickets sold on behalf of Presenters other than Burrinja are subject to the terms and conditions applicable to the relevant production.
- 5. Ticket prices within this site include GST where applicable.
- 6. Where concessions are applicable, suitable and valid identification must be provided on collection of tickets. If the ticket holder cannot present valid identification, Burrinja reserves the right to apply an additional charge up to the difference of a full standard ticket price.

- 7. Burrinja honours Companion Cards. Holders of this card are entitled to a complimentary ticket for their companion. To book using a Companion Card, please contact the Box Office and present your Companion Card upon collection of your tickets.
- 8. Unless otherwise indicated, all persons including children (over 2 years) must hold a valid ticket for all ticketed events in Burrinja's venues.
- 9. Lost ticket passes must be collected in-person from the Box Office in the hour prior to the relevant performance. Requests for lost ticket passes must be made in person and cannot be requested or prepared earlier than one hour prior to the performance.

II. DISPATCH AND DELIVERY OF TICKETS

- 1. All requests for e-tickets will be emailed immediately following the completion of the transaction.
- 2. Should the email not be received within 24 hours the patron must contact the Box Office to request it to be resent.
- 3. E-tickets can be presented at the event on the patron's electronic device. The pdf of the ticket must be presented. The confirmation email will not be accepted as proof of purchase.
- 4. Requests for tickets to be posted will incur a \$4 charge.
- 5. Requests for tickets to be posted will cease 7 days prior to the event date. Following this time only collection at Box Office or E-ticket options will be available.
- 6. Posted tickets will be dispatched within 72 hours of purchase (the next operating day of the box office)
- 7. Posted tickets will be dispatched via Auspost regular postal service.
- 8. Burrinja accepts no liability for tickets lost in transit.

III. CONDITIONS OF ENTRY

- 1. Patrons enter the venue at their own risk. To the maximum extent permitted by law, Burrinja is not responsible for any loss, damage, harm or injury arising from a customer's entry to the venue or performance within the venue.
- 2. Burrinja reserves the right of admission.
- 3. Patrons who disrupt a performance, who are in use or possession of a prohibited item, or fail to produce concession ID as appropriate may be asked to leave the venue without refund of ticket purchase.

IV. CAMERAS AND RECORDING DEVICES

1. Cameras and other recording devices may not be permitted, unless where explicitly allowed. Burrinja reserves the right to request the deletion of any unauthorised photos or video footage.

V. REFUNDS AND EXCHANGES

- 1. All tickets are non-refundable, unless required by law or in accordance with the <u>Live Performance Australia Ticketing Code of Practice</u>.
- 2. For exchanges from one performance date/time to another may be allowed for external promoter productions subject to approval of the promoter. Exchanges from one production to a different production are not permitted. All exchanges are subject to availability and at the discretion of Burrinja or the promoter.
 - Where permitted, exchanges are charged at \$5.00 per transaction.
 - Where permitted, tickets for exchange must be returned to the Box Office at least 24 hours prior to the performance start time of the original booking.
 - Exchanges will not be processed at the Box Office during peak times (e.g. in the half hour prior to a performance commencing).
- 2. If the amount paid by the customer is incorrect for any reason (including due to technical error, human error or otherwise), Burrinja may cancel the order and refund the amount paid.

VI. PERFORMANCE INFORMATION, CANCELLATIONS AND CHANGES

- 1. Burrinja or the Presenter reserves the right to add, withdraw or substitute artists; vary advertised programs; change the duration of a production; adjust seating arrangements and audience capacity; and refuse admission with reasonable cause. For all Burrinja presented productions, the most current information will be listed on our website, in our venue, in our preshow emails sent to ticket holders, and through our social media channels, where appropriate.
- 2. In the event of a performance cancellation, a refund will be provided to the original ticket purchaser. If you have purchased a ticket from an unauthorised seller, Burrinja cannot offer a refund.
- 3. Seating within the venues at Burrinja may be closed, altered or adjusted with or without prior notice. If a ticketed seat is no longer available, customers will be relocated to another comparable seat at no additional cost. In circumstances where the house seat configuration has been significantly altered, Burrinja will attempt to disclose this configuration in event information.
- 4. Burrinja will endeavour to disclose age recommendations and warnings regarding adult themes, haze, strobe, nudity and other potentially confronting content to audience members prior to the production subject to this information being made available to Burrinja from the touring company.
- 5. On occasion, some productions will require adjustments to the set, staging, lighting or design to occur. This may impact visibility in some seating locations. Where possible, Burrinja will attempt to advise audience members of any restricted viewing information prior to purchase.
- 6. Late arrivals may result in non-admittance or admittance at a suitable break in the performance. Latecomers may be seated in seats other than those purchased.

7. In any of the circumstances set out above, Tickets will not be exchanged or refunded unless required by law (including Australian Consumer Law).

VII. TICKET RE-SALE AND SCALPING

- 1. Tickets are only valid when purchased through Burrinja's box office facility.
- 2. Tickets must not be on-sold at a premium, packaged with other goods or services, offered as a prize or otherwise used for advertising, promotional or commercial purposes, without the prior written permission of Burrinja. Where Burrinja deems tickets sold are in breach of this condition, tickets may be cancelled or orders may be refused without notice and without a refund, and the bearer of the ticket may be refused admission to the ticketed event.
- 3. To maintain fair access to tickets, Burrinja may place limits on the number of tickets available for purchase. Burrinja reserves the right to cancel and withhold a refund for any purchase exceeding those limits.

VIII. FRAUDULENT CHARGES AND REVERSALS

1. Any credit card chargebacks or other transaction reversals initiated against Burrinja will result in immediate ticket cancellation. A reasonable attempt will be made to reinstate the transaction and may involve holding seats for up to 24 hours. Any bank fees and charges incurred by Burrinja as a result of the chargeback will be passed on to the customer.

IX. GIFT VOUCHERS

- 1. Gift Vouchers are not refundable.
- 2. Gift Vouchers can only be redeemed for Burrinja presented productions.
- 3. Gift Vouchers cannot be redeemed for cash.
- 4. Gift Vouchers are valid for 36 months from the date of purchase and cannot be redeemed after this time.
- 5. If your order exceeds the amount of your Gift Vouchers, you must pay the balance with cash, cheque, debit or credit card.

- 6. Burrinja does not accept any liability for lost or stolen Gift Vouchers.
- 7. Burrinja may provide gift certificate purchasers with information about the redemption status of Gift Vouchers.

X. DONATIONS

- 1. In the event of an error made when submitting a donation, Burrinja will honour a request for a refund. Requests must be made within 10 working days of the submission. After this time, all donations made to Burrinja are non-refundable.
- 2. To request a refund, please contact Burrinja on (03) 9754 1509. Refunds will be made using the original payment method. Donations made by credit card will be refunded to the same credit card.

XI. FEEDBACK

1. Please send through your feedback to belong@burrinja.org.au

XII. PRIVACY POLICY

1. You can read our full Privacy Policy here or on our website