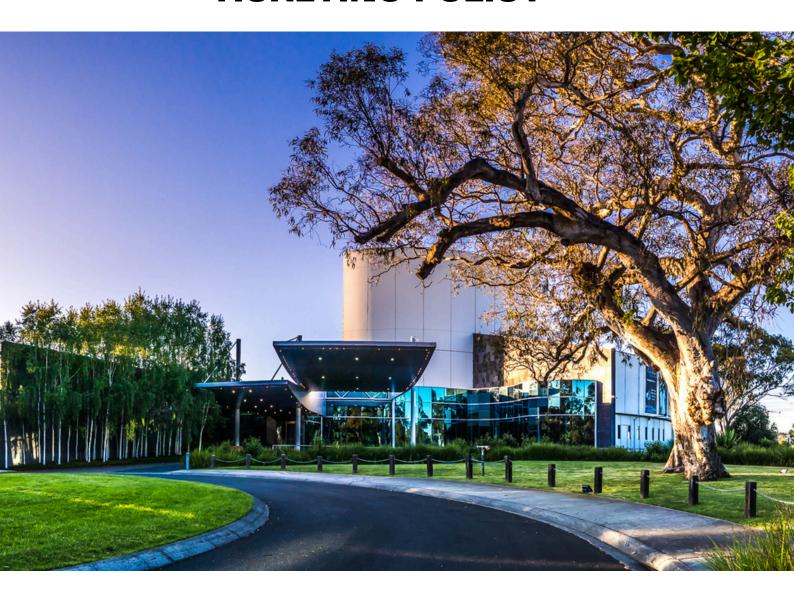
# PRACC TICKETING POLICY



# PLENTY RANGES ARTS AND CONVENTION CENTRE

35 FERRES BOULEVARD, SOUTH MORANG

**EMAIL: INFO@PRACC.COM.AU** 

PHONE: (03) 9217 2317

**VENUE OFFICE AND BOX OFFICE: MONDAY TO FRIDAY, 9AM-3PM** 







Applicable to all ticketing with PRACC

#### Introduction

Our goal at Plenty Ranges Arts & Convention Centre (PRACC) is to make your purchasing experience easy, efficient, and equitable, so that we can get you on your way to live events as quickly as possible.

The following policies are designed to ensure your satisfaction and understanding of our purchase processes. If you have any questions about the information below, please contact us. Each ticket that you purchase is a license to attend a particular event and is subject to the additional terms set forth on that ticket.

Who You Are Buying From

PRACC sells tickets for:

- Events hosted directly by PRACC.
- Events hosted by our hirers using the PRACC venue. (We refer to these artists, agents, promoters, or sponsors for whom we provide ticketing to sell to you as our 'Clients')

PRACC acts as an agent for our clients, except as specified in these terms and conditions or where PRACC is hosting the event, PRACC will not be held personally liable for any dispute over an event or a ticket purchase.

Details of the Client for a particular event can be obtained from PRACC. Each ticket is issued subject to the terms and conditions of PRACC

## **Pricing and Availability**

PRACC determines ticket prices and seating layouts for events it hosts. For events hosted by Clients PRACC does not set the ticket prices or seating layouts.

Other key points include:

- Maximum audience capacity aligns with building codes, emergency evacuation procedures, and OH&S policies.
- All attendees (excluding infants and toddlers under 2 years) must have a valid ticket.
- No standing in aisles or stairways is permitted.







#### **Cancelled Events**

Occasionally, events are cancelled or postponed due to unforeseen circumstances. If this occurs:

- PRACC will:
  - Offered seats at any rescheduled event up to the face value of the original tickets
  - If the ticket purchaser is unable to attend the rescheduled event or the event is not rescheduled, offer a refund
  - Refunds for tickets purchased prior to the date of the original event will be given up to the amount paid for the tickets (including per transaction handling fees)

It is your responsibility to ascertain whether an event has been cancelled and the date and time of any rescheduled event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify ticket purchasers of the cancellation once we have received the relevant authorisation from the Client. We do not guarantee that ticket purchasers will be informed of such cancellation before the date of the event.

## Refunds, Exchanges, and Replacement Tickets

- All sales are final. Before purchasing tickets, carefully review event and seat selection details.
- · Refunds or exchanges are not provided for:
  - Mistaken purchases.
  - Lost, stolen, or damaged tickets, unless specific conditions are met.
  - Changes in personal circumstances.

Subject to any statutory rights of refund (including, without limitation, the provisions of the Australian Consumer Law), if an event takes place, then generally there is no right to a refund or exchange, including where a ticket holder cannot attend.

#### **Billing Information Verification**

Orders are processed only after a billing address and other billing information has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing and delivery. In these cases, PRACC customer service will attempt to contact you using the information provided at the time of purchase. If PRACC is unable to reach you after its initial attempt, PRACC may cancel your order and may sell your tickets to another customer.







## **Delivery of Tickets and Will Call**

- Tickets sent via email at the completion of the booking.
- Will Call tickets are available 1 hour prior to event start time and require ID matching the booking details at purchase.

# **Pricing and Other Errors**

If you can order a ticket before its scheduled on-sale or presale date or are able to order a ticket that was not supposed to have been released for sale, then PRACC will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether human error or a transactional malfunction of online merchants or other PRACC operated system.

If we discover an error in the price of tickets you have ordered (regardless of the source of that error, and whether it was an error in a price posted online or otherwise communicated to you), we will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order. If we are unable to contact you, you agree that we may treat the order as cancelled.

Limitation of Liability

To the extent permitted by law (including, without limitation, the Australian Consumer Law), neither the Client nor PRACC 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 Client nor PRACC shall be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to the event which have been arranged by you are at your own risk. The Client and PRACC accept no responsibility for any personal property. This provision does not affect your rights or remedies in relation to any Consumer Guarantee that may be applicable to the Client or PRACC's services. Injury at Events







To the extent permitted by law, PRACC disclaims all liability for any injuries caused at an event. Objects may fly into the spectator area during events. Although reasonable measures are taken by the Client to protect spectators, injury can occur. Always stay alert before, during and after the event. If struck or otherwise injured or distressed, immediately ask an usher for assistance or directions to contact an emergency service. By purchasing a ticket for an event through PRACC, or by using a ticket purchased through PRACC for entry to an event, you acknowledge and accept these terms and conditions in your personal capacity and on behalf of any accompanying minor. You assume all risks which are incidental to the relevant event, whether before, during or after the event. PRACC, in acting as agent for the Client, will not be liable for any obligations owed by the Client to you as a ticket purchaser or ticket holder.

# **License; Ejection and Cancellation**

PRACC reserves the right to without refund of any amount paid:

- Refuse admission or eject, any person whose conduct, PRACC employees or contractors
  deems to be disorderly, who uses vulgar or abusive language or who otherwise fails to
  comply with the PRACC terms and conditions.
- Deny late arrivals admission until a suitable break in the performance.

All patrons attending an event must hold a valid PRACC ticket for that event. Third party agency tickets will not be accepted

# Recording, Transmission, and Exhibition

Cameras, video and audio recorders, and mobile phones are not permitted to be used during a performance.

You agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the event. You grant permission to the Client to utilise your image, likeness, actions, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, the event (regardless of whether before, during or after the event) in any medium or context without further authorisation or compensation.







### **Subject to Search**

You may be requested to submit yourself and your belongings to a search on entry to an event for which you hold a ticket. By purchasing a ticket from PRACC or using a ticket to enter an event, you consent to such searches and waive any related claims that may arise (to the extent permissible by law). If you withdraw your consent to such searches, you may be denied entry to the event without refund or other compensation. PRACC prohibit certain items from being brought into the venue, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, bundles, and containers. Such items may be confiscated and neither PRACC nor Clients accept any responsibility for confiscated items.

## **Unlawful Resale of Tickets; Commercial Use**

- •There are laws in place in certain states that prohibit resale of tickets to certain events or limit the prices at which they may be resold. As a ticket purchaser, you are responsible for complying with any such laws.
- ·Unauthorised duplication of PRACC ticketing is strictly prohibited and may void the original purchased ticket.
- ·A ticket shall not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorisation is given by PRACC, provided that even if such consent is obtained, use of PRACC's trademarks and other intellectual property is subject to PRACC's express consent.

#### **Online Ticket Purchase**

Details of all successful and completed ticket purchase orders are sent to the purchaser (in the form of an email) with a booking number. If you do not receive a booking number after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with PRACC Box Office whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. PRACC will not be responsible for losses (monetary or otherwise) if you assumed that an order was not placed because you failed to receive confirmation.

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When purchasing tickets online, you are limited to a specified number of tickets for each event (also known as a 'ticket limit'). This amount is included on the unique event page and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices.

·All ticket prices for events that occur in Australia are stated in Australian Dollars. Methods of payment online include MasterCard and Visa.

#### Infants and Toddlers

- ·Professional children's performances may be approved for event entry conditions where children 12 months and under may be admitted at no cost and without a ticket.
- ·For all other events without an age restriction, children under 2 years may be admitted at no cost and without a ticket. Children permitted to enter without a ticket will not be provided a seat and are required to sit on the lap of a parent or guardian.
- ·Each event will note the age conditions on the event ticketing page.
- ·Children who do not meet the no-cost eligibility are required to have their own seat and a paid ticket.

#### **Fees and Discounts**

- Ticket prices include GST but exclude the following fees:
  - \$2.00 per ticket (box office or online).
  - \$0.00 per transaction (Will Call).
  - \$2.00 per transaction (postal delivery).
  - \$0.00 per transaction (email delivery).

Per ticket and transaction fees are added to the final total of your order.







Where applicable and a discount offer is available, discount cards may be used, including but not limited to:

- Commonwealth Seniors Health Card.
- Health Care Card.
- Pensioner Concession Card.
- Senior Card.
- Student Concession Card.

Companion Cards are accepted for PRACC events.

Discount or companion card will be required at either or both, at the time of purchase and the use of ticket as entry to venue. Incorrect purchase of tickets without valid proof of discount card may result in invalidity of ticket and refused entry to the event.

#### Law and Jurisdiction

The provisions of this Purchase Policy are governed by the laws of Victoria, Australia



