

# ASHY AND FRIENDS EVENT

## TICKET TERMS AND CONDITIONS

1. Before proceeding with any purchase, please read these Terms and Conditions carefully.
2. You must not purchase a ticket unless you agree with these Terms and Conditions.

### Application of Terms

3. By purchasing a ticket through us (Ashy and Friends Pty Ltd trading as Ashy and Friends), Event Brite, Oztix, Ticketek, the Box Office, the Venue or any other authorised sales channel or agent (hereinafter referred to as the "Authorised Agent") you acknowledge and agree to comply with these Terms and Conditions in addition to that of the Authorised Sales Agent. The Authorised Sales Agents Terms and Conditions can be obtained via their website or upon request.
4. Further, if you hold a ticket to attend our Ashy and Friends performance or program at any certain venue, you are also bound by the conditions of entry at that venue (hereinafter referred to as "Venue" which may change from show to show). The Venue's conditions of entry are available upon request and found on the venues website.
5. These Terms and Conditions incorporate the Live Performance Australia Code of Ticketing Practice – Consumer Code (LPA Code), which sets out a code of conduct for the sale of tickets to live events including consumer rights. You can find the LPA Code here.
6. Your ticket may be subject to additional booking terms, which will be notified to you prior to purchase. For example, if your ticket is to a timed ticketed exhibition, your ticket will only be valid for your nominated session time. To the extent that there is any inconsistency between the additional booking terms and these Terms and Conditions, these Terms and Conditions will prevail.

### Ticket Purchases

7. Tickets are only valid if purchased through us or an Authorised Agent.
8. Ticket sales may be limited to a specified number of tickets. We may cancel or refuse to accept orders which we believe are placed in excess of any such limits.
9. Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as provided for in the LPA Code or as required by law (including the Australian Consumer Law).
10. Bookings are subject to availability.

### Pricing and Payment

11. All prices quoted are in Australian dollars and include GST unless otherwise indicated. A tax invoice is available upon request to the party with whom you purchased your ticket(s).
12. Prices are subject to change without notice.
13. A transaction fee may apply to your ticket purchase and you will be notified of the applicable fee prior to purchase.
14. You warrant that you have the authority to make payment for your ticket and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the ticket.
15. If the amount you pay for your ticket is incorrect (regardless of whether the error arose due to an advertising error online or otherwise communicated to you, human error or a technical malfunction), we (or the Authorised Agent) may cancel the ticket and refund to you the amount that you paid and may offer a replacement ticket to you at the correct price.

### Delivery, Collection and Printing of Tickets

16. Delivery of tickets will only be made upon receipt of full payment. Tickets will be emailed to the registered email address. You may request delivery of your ticket by post, to self-print an e-ticket or to collect your ticket from the Venue's Box Office (if applicable). Postage and handling fees may apply.
17. If you elect to self-print an e-ticket, then:
  - a. In the event that a duplicate copy of this ticket appears, our Authorised Agent and the Venue reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the Venue; and
  - b. you are responsible for printing the ticket and we, our Authorised Agents and the Venue reserve the right to charge an administration fee if a replacement ticket needs to be issued.

### User Account

18. Prior to purchasing a ticket through the Website or our Authorised Agents, you may be required to register for a user account and to nominate an email address and password for your account. You must maintain

the confidentiality and security of your user account (including your password) and not provide it to any other person.

19. You are responsible for your use of any Authorised Agent's website and all transactions conducted using your account. If you become aware of any unauthorised use of your account, please notify the Authorised Agent immediately and reset your password.

### **Lost or Stolen Tickets**

20. Where tickets are lost, stolen, misplaced or destroyed, we (or our Authorised Agents) may charge an administration fee to issue replacement tickets and may require proof of identity and purchase, prior to issuing a replacement ticket.
21. We may not provide replacement tickets where tickets are for general admission rather than allocated seating.

### **Conditions of Entry**

22. Attendance at the event and the right of admission is reserved by us and the Venue.
23. By attending an event, you agree to the Venue's conditions of entry.
24. The use of photographic or recording devices of any kind is not permitted, unless otherwise expressly permitted by the Venue. Bags and possessions may be inspected prior to admission.
25. You may be refused entry or required to leave the Venue if you do not comply with the Venue's conditions of entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).

### **Refunds, Cancellations and Changes**

26. We may add, withdraw or substitute artists (including the opening act/s) or vary advertised programs, performance times, Venue, seating arrangements or audience capacity. Tickets will not be exchanged or refunded as a result of these changes, except as provided for in the LPA Code or as required by law (including the Australian Consumer Law).
27. If an event is cancelled, rescheduled or significantly relocated we will attempt to notify ticket holders of the cancellation, rescheduling or relocation. However, we (and our Authorised Agents) do not guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event.
28. You may be entitled at law or under the LPA Code to a refund where an event is cancelled, rescheduled or significantly relocated. To the extent permitted by law (including the Australian Consumer Law), neither us, nor our Authorised Agents will reimburse you for auxiliary expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by you in connection with your attendance or non-attendance at an event. We recommend that you obtain ticket and/or travel insurance for those expenses.
29. To the extent permitted by law (including the Australian Consumer Law), neither us nor our Authorised Agents are liable to refund to you any amount beyond the face value of the ticket plus any transaction fee.
30. If we, or our Authorised Agents, reasonably forms the view that a ticket has been:
  - a. purchased with a stolen credit card;
  - b. sold in violation (No Scalping or Other Unauthorised Sales) of these terms; or
  - c. has been otherwise purchased or acquired fraudulently,We may cancel the ticket. Where we reasonably form the view that the ticket was purchased with a stolen credit card, we will take reasonable steps to refund the ticket price to that credit card unless it is unable to do so (for example, where the credit card has been cancelled).
31. All tickets are non-transferrable.

### **No Scalping or Other Unauthorised Sales**

32. Tickets must not be resold or offered for resale at a premium or packaged, resold or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without our prior written consent. If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.

### **Children's Events and Minors**

33. Admission and attendance at events and festivals designed for children may be subject to additional conditions of sale and entry. These conditions will be published on our Website, and if Applicable, the Authorised Agent's website for the event.
34. Children 12 months and older must have a valid ticket for this event.
35. Children under 12 months are admitted free provided they sit on the lap of a parent or guardian.
36. No prams or pushers are permitted into the auditorium.
37. School and other group tickets are subject to availability and additional conditions may apply.
38. All persons under 18 must be accompanied by an adult whilst at the Venue.

## **Notice of Filming and Photography**

39. When you enter an Ashy and Friends event or program, you enter an area where photography, audio, and video recording may occur.
40. By entering the event premises, you consent to photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by Ashy and Friends and its affiliates and representatives. This notice and waiver applies to all minors attending the event, which as a parent or guardian have agreed to these terms on their behalf by purchasing a ticket and entering the Venue. Images, photos and/or videos may be used to promote similar Ashy and Friends events in the future, highlight the event and exhibit the capabilities of Ashy and Friends. You release Ashy and Friends, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitising, or publication and use of interviews, photographs, computer images, video and/or or sound recordings.
41. By entering the Venue, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by Ashy and Friends or the person or entity designated to do so by Ashy and Friends.
42. You have been fully informed of your consent, waiver of liability, and release before entering the event.

## **Car Park**

43. The purchase of a pre-paid parking voucher for use at the specified car park confirms for you a parking space on the date and entry time as specified at time of purchase.
44. The parking voucher must be presented on entry to the car park. You will not be able to gain entry to the car park without a parking voucher even though you have pre-purchased a parking voucher.

## **Merchandise**

45. Merchandise will not be refunded or exchanged, unless required by law (including the Australian Consumer Law).

## **Promotions and Competitions**

46. If you received your ticket as a prize, gift, donation or otherwise for no cost, these Terms and Conditions, and the terms and conditions of the relevant promotion or competition (Competition Terms), apply to your use of the ticket.
47. Where additional elements were included in your prize package, such as hotel accommodation, merchandise or travel arrangements, such additional elements are subject to the Competition Terms and may be subject to additional terms and conditions of the provider of such additional elements (for example, an airline for travel arrangements).
48. Where accommodation and/or travel arrangements are included in your prize, we recommend that you purchase comprehensive travel insurance.

## **Privacy**

49. By purchasing a ticket through us, you consent to the collection, use, disclosure and handling of your personal information as detailed in our privacy policy found on our website. This may include the disclosure of your personal information by us to our Authorised Agents and/or the Venue.

## **Voluntary Assumption of Risk**

50. You enter the Venue at your own risk.
51. You understand that attendance at any event and/or the Venue may carry with it certain dangers, including the risk of injury and damage to you or your property.
52. By attending the event and/or the Venue, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Venue. This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, guests, Venue and our employees and agents.

## **Limitation of Liability**

53. To the extent permitted by law (including the Australian Consumer Law), we are not liable to you for any loss, damage, injury, delays, additional expenses or inconvenience arising as a result of your attendance or non-attendance at the Venue and/or the event. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, our liability is limited to the minimum permitted by law.

## **General**

54. These Terms and Conditions may be varied at any time. Any variations become effective on the day immediately after their publication on our website and apply to any purchases made after that date.
55. If any part of these Terms and Conditions is held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.
56. These Terms and Conditions are governed by the laws of Queensland, Australia.

# ASHY AND FRIENDS

## WEBSITE TERMS & CONDITIONS

### 1. DEFINITIONS

#### 1.1. As used in this document:

“Content” means the content posted on and/or contained within the Website, including (but not limited to) designs, graphics, photographs, information, software, text, databases, images, audio files, trademarks, logos, company, event and Product names and all other materials;

“Ashy and Friends” means the business conducted at and/or via the Website owned by Ashy and Friends Pty Ltd ACN 616 816 641 often referred to as ‘Ashy and Friends’.

“Ashy and Friends Event” means an event for which Ashy and Friends sells tickets for entry;

“Privacy Policy” means the privacy policy governing the Website, as contained within the Website;

“Products” means any and/or all types of goods or products (such as, but not limited to, merchandise);

“Terms of Sale” means Ashy and Friends’ terms of sale, as available on the Website;

“T&Cs” means these Terms & Conditions;

“Website” means the website for Ashy and Friends at URL [www.ashybines.com/ashyandfriends](http://www.ashybines.com/ashyandfriends) and any singular designated event VIP or ticketing page found at [www.ashybines.com](http://www.ashybines.com) .

### 2. TERMS & CONDITIONS

- 2.1. Acceptance of these T&Cs is required as a condition of visiting and/or using the Website. By using the Website, you confirm that you have read and understood these T&Cs, and will comply with and be bound by the T&Cs.
- 2.2. By using the Website, you agree the terms of the Privacy Policy.
- 2.3. Where Products or services are available for purchase from the Website, they shall be subject to Ashy and Friends’ terms of sale, as posted on the Website from time to time. Where such goods and/or services are sold by a third party (as opposed to Ashy and Friends) then such sale will be subject to the terms of sale of such third party.
- 2.4. Ashy and Friends reserves the right to alter the T&Cs and/or the Privacy Policy (and any related and/or Website policies) in its discretion at any time. Such altered conditions will be effective from the time first posted to the Website.
- 2.5. GST applies to all sales through the Website. Prices shown on the Website include GST unless expressly stated to the contrary.

### 3. OWNERSHIP AND USE OF WEBSITE

#### 3.1. As between you and Ashy and Friends:

3.1.1. all rights in and/or to the Website are wholly owned by Ashy and Friends; and

3.1.2. all rights in and/or to the Content are wholly owned by Ashy and Friends and you have no rights in and/or to the same.

- 3.2. Notwithstanding 3.1 above, the Website may contain Content provided to Ashy and Friends by third parties. Ownership of such Content vests in Ashy and Friends or such third parties, as agreed by Ashy and Friends and the third parties, and you have no rights in and/or to the same.

- 3.3. You agree not to alter, remove, copy, store, reproduce or otherwise use or broadcast the Content in any way (whether owned by Ashy and Friends or any third party), save with the prior written consent of Ashy and Friends.
- 3.4. You agree that you are entitled to access and utilise the Website for your personal benefit to take advantage of the goods and services offered through the Website, solely in accordance with these T&Cs and the policies contained on the Website.

#### **4. COMPETITIONS**

- 4.1. At each time that a competition is run through the Website the conditions of entry and other regulations governing that competition will be made available on the Website.

#### **5. SALES AND PROMOTION THROUGH THE WEBSITE**

- 5.1. Ashy and Friends may make Products and/or event tickets available via the Website. In addition, the Website may include a link to a third-party website or websites, relating to Product and/or ticket sales or specific competitions or events.
- 5.2. Ashy and Friends' Terms of Sale apply in addition to these T&Cs in respect of any Ashy and Friends Event and any direct sales through the Website.
- 5.3. Wherever tickets for an event are sold by a third party, or a sale of Products or services is made or competition promoted via a third party and/or a third party website, these T&Cs shall apply solely to the extent of Ashy and Friends' advertising and/or promoting the relevant event, Product, service and/or competition, and the terms and conditions governing such sales by such third party, any such competition and any such event itself shall be determined and provided/made available by that third party, and Ashy and Friends has no liability in respect of such actual sales, event and/or competition. Concerns regarding such third party's goods and/or services, the relevant event and/or competition should be raised directly with the relevant third party.

#### **6. THE WEBSITE**

- 6.1. Ashy and Friends does not guarantee that the Website and/or the Content included within the Website is complete, accurate, error-free or fit for purpose. Except to the extent that it cannot be excluded by law, Ashy and Friends is not liable or responsible for loss or damage of any kind suffered by any party and arising from the Website, the Products, events, competitions and/or the Content. Ashy and Friends does not warrant that the Website, use of the Website and/or access to Content will be free of technical malfunction, viruses, defects, bugs or other interference or damage, and Ashy and Friends is not liable to you or any party for damage to your computer or other device resulting from use of the Website. Ashy and Friends is not liable for any indirect, incidental, special or consequential loss or damage. Ashy and Friends is not liable for damages of any kind, resulting from (a) the use (or inability to use) the Website and/or the Content; and/or (b) any event, Product or service listed on the Website, save to the extent such liability cannot be excluded by law.
- 6.2. Ashy and Friends may from time to time make variations and/or alterations to the Website, the Content, the service and/or the policies of Ashy and Friends (including these T&Cs). Any changes to the service and/or policies will be effective upon posting or going "live" on the Website.
- 6.3. The Website may contain links to third party websites. Ashy and Friends is not liable or responsible for the content, Products and/or services contained in such websites. Concerns regarding the websites and such third party's goods and/or services should be raised directly with the relevant third party.

# ASHY AND FRIENDS

## PRIVACY POLICY

We respect our customers' privacy and are committed to collect, maintain, and use customer information responsibly. This Privacy Policy explains how and why we collect information, what that information is, how we store it and our use practices, in respect of [www.ashybines.com/ashyandfriends](http://www.ashybines.com/ashyandfriends) (and any subsequent designated Event VIP or Ticketing page found on [www.ashybines.com](http://www.ashybines.com)) (the "Website").

Note that Ashy and Friends (Ashy and Friends Pty Ltd) does not control or have input into the privacy policies of third parties whose goods and/or services we refer to on the Website, nor in respect of the third-party websites linked to or referred to in the Website. You should refer to the individual sites for information on their privacy policies.

### 1. Personal Information

- 1.1. We do not collect information which identifies you without your knowledge, and all such information is collected directly from you. Such information capable of identifying you includes your name, postal address, email address, phone number and other information about yourself which we need in order to enable you to participate in competitions, enter a promotion, purchase tickets to events, become a member of the Ashy and Friends' membership area, subscribe to our newsletter, or receive emails from us. This information is provided in your discretion – you do not have to give it. It may be collected when you access or use the Website, or make a purchase online or through our phone centre. However, if you do not, you may not be able to purchase tickets, access some areas of the Website or participate in some of the activities on the Website. If you are under eighteen (18) years old, you should only submit information about yourself with the consent of a parent or guardian.
- 1.2. We receive and store your personal information as set out below. We use this information to run our competitions and promotions, provide you with the benefits of being a member of Ashy and Friends, effect product and/or ticket sales and deliver those sales to you, and to inform you of events, competitions and promotional offers that may be of interest to you. If someone with access to your information has subscribed you to the Website without your knowledge please contact us immediately and we will remove your information.
- 1.3. In order to deliver services, goods and information relevant to your specific needs or interests, or to make your use of the Website more tailored to you, we may use your personal information to provide – on the Website or in emails to you - information relevant to you or to ask you about matters related to your use of the Ashy and Friends services and/or the Website. So for example if you have given us your email address to receive updates on events or receive tickets, then that address is added to the e-mail list for that specific event or action, and we will also send you information on other events or services that relate to your choices.
- 1.4. Every time you receive an email from us you have the opportunity to unsubscribe, and sometimes to change your information or preferences. When you unsubscribe, we remove your email address permanently from our mailing lists. In the event that you may have subscribed with more than one email address, or multiple times with one address, you will need to unsubscribe each address separately.
- 1.5. With regard to competitions run via the Website, we and/or our competition partner may use the personal information you provide for the purpose of conducting the competition, for example contacting you if you win a prize and sending the prize to you. Contact information contained in competition entries is used only as expressly stated in the competition terms and conditions.
- 1.6. As well as personal information, we also gather some non-identifiable information from you, including: your Internet location (IP address), your Internet entry point (ISP domain name), your software and its configuration used to access this site. This information does not identify you personally. We generally use this information to collate statistics, administer our services and the Website, diagnose problems and target and improve the quality of the Website, identify and analyse trends, administer our online products and services, and provide us with demographic information. To the extent this information does not constitute personal information, we may use this information for any purpose and by any means whatsoever.

### 2. Protection of Information

- 2.1. Access to our computer servers storing personal information is restricted to authorised personnel only. These individuals only access your information for administrative purposes or maintenance purposes.

### **3. Use of Information**

- 3.1. We will not post your email address or other identifying information on our Website without your consent. This consent may be express or implied.
- 3.2. We may engage the services of third parties from time to time to assist with the distribution to you of information and marketing materials. Your personal information will be provided to these entities solely for this purpose and all such third parties will act in accordance with the terms of this Privacy Policy.
- 3.3. You have a right to access most of the information held about you by us, and also the ability to correct or update this information from time to time.
- 3.4. We may also disclose personal information, and you consent to us disclosing your personal information (a) to parties engaged by us to perform functions in respect of the Website, including marketing, research and advertising; (b) to our agents, business partners or joint venture entities; (c) as part of any investigation into you or your activity, for example, if we have reason to suspect that you have committed a breach of any of our terms and conditions, or have otherwise been engaged in any unlawful activity, and we reasonably believe that disclosure is necessary to the Police, any relevant authority or enforcement body, or your Internet Service Provider or network administrator; (d) as part of a sale of our business and (e) as required or permitted by law.
- 3.5. At the point of collection of information from you, you may be asked to “opt in” to consent to us using or discussing your personal information other than in accordance with this Privacy Policy or applicable law. For example you may be asked to opt in to receive further information or communications from our third party advertisers or other goods and services providers, relevant to the activities of the Website.

### **4. Updating the Privacy Policy**

- 4.1. This Privacy Policy was most recently updated on 1 January 2018. Any changes to the Privacy Policy will be updated on this webpage or, in our discretion, by communicating directly with you.

### **5. Contacting Ashy and Friends**

- 5.1. This site is managed and run by Ashy and Friends Pty Ltd [support@ashyandfriends.com](mailto:support@ashyandfriends.com)

### **6. Questions**

- 6.1. If you have questions concerning the Ashy and Friends' Privacy Policy, please contact us. The Privacy Policy may change from time to time so please re-visit this page as often as you wish for the latest updates. The current Privacy Policy governs our collection and use of information from the time it is updated and posted (whether or not you have read it).