

CLOCKTOWER CENTRE BOX OFFICE Dec 2021

CONDITIONS OF SALE OF TICKETS (website, BO, Foyer, TH brochure, copy sent with tickets mailed, e-reminders)

These Conditions of Sale apply to everyone who purchases a ticket for an event managed by the Clocktower Centre. These Conditions apply to the ticket holder and everyone in their booking party.

[It is important that the main booker makes everyone in their booking party aware of the Conditions of Sale and the Conditions of Entry.]

1. All tickets are sold on behalf of the organisation responsible for presenting this event and is subject to the conditions applicable to that event and/or the venue where held. All tickets are sold GST inclusive.
2. Tickets may not be exchanged, refunded or returned after purchase except as stated in the Live Performance Australia (LPA) Consumer Guide.
3. Ticket holders may, if they find that they are unable to attend a performance, pass their ticket(s) on to someone that they know (provided they make them aware of the conditions of sale). However, Clocktower does not allow the sale of any Clocktower event via any other third party or ticketing agency, or by any other online site including Viagogo, Gumtree, Facebook, StubHub, Ticketmaster Re-sale and similar, unless there is a specific arrangement already in place. Any unauthorised sale of Clocktower events may result in the cancellation of a booking, and may include the loss of any refund and refusal of entry.
4. The right of admission is reserved.
5. The right is reserved to vary advertised programmes and to add, withdraw, or substitute artists, as necessary.
6. Latecomers may only be admitted at the discretion of the management, and at a convenient break in the performance or programme.
7. The use of camera and other electronic and recording devices is strictly prohibited in the auditorium, unless otherwise advised.
8. Hot Food and drinks in glass containers are not permitted in the auditorium.
9. Ticket holders enter the venue at their own risk and agree to all the conditions of entry and the directions of staff.
10. **During COVID-19** the Clocktower Centre may at its discretion, agree to exchange or credit all or part of a booking, if it deems that all or part of the group attending may be affected by COVID-19. Conditions apply*.
11. **During COVID-19** patrons may purchase a group of tickets, with everyone in their group able to be seated together (subject to availability). All group members agree to provide their names and contact details upon attending the event, for the purposes of contact tracing, as required by Victorian Government guidelines. (All personal details obtained for registration and contact tracing purposes will be kept for 28 days, and then destroyed.)
12. **During COVID-19** and from Friday 5 November 2021, all visitors to the Clocktower Centre will be required to have Proof of Vaccination with them and to digitally sign in to the Service Victoria app at the entrance. Everyone 18 years or older must have a valid vaccination certificate, preferably linked to the Service Victoria app on their phone or in their digital wallet. [See below for detailed mandatory requirements and exemptions.] As at 11:59pm 15 December 2021 patrons aged 18 years and older will be required to provide evidence of Vaccination Status on entry to the venue. All people aged under 18 will still need to be checked in via the Services Victoria App.

13. **During COVID-19** the Clocktower Centre or the event Promoter may be forced to cancel or postpone the event or performance due to various reasons that may include a possible risk to public safety. In this event, all ticket holders will be entitled to a refund or exchange up to the full cost of the purchase. However, the Clocktower Centre or Promoter will not be liable for any additional expenses that may have been incurred, including, but not limited to, travel expenses and/or accommodation costs.
14. **During COVID-19** all ticket holders agree not to attend any event at the Clocktower Centre, if they or anyone in their immediate family or household, has in the previous 14 days shown any symptoms that may be COVID-19 related, confirmed to have COVID-19, or are awaiting any test results for COVID-19, or being in direct contact with anyone known to have COVID-19. In this instance, all tickets holders agree to notify the Clocktower Centre as soon as is reasonable to discuss their situation.
15. **During COVID-19** all ticket holders agree to advise the Clocktower Centre immediately if they or anyone in their group tests positive within 14 days after attending the event that was booked.
16. **During COVID-19** the Clocktower may at its discretion, block out certain seats or areas to allow for social distancing, as directed by Victorian Government guidelines. The Clocktower, may also, at its discretion move bookings to accommodate specific requests and/or for the purposes of (seating) capacity management. All patrons agree to only sit in seats that have been allocated to them.

* Conditions include, but are not limited to:

- 1) Advising the Clocktower before the performance date about any close COVID-19 infection in the immediate family or household of the ticket purchaser,
- 2) Providing the Clocktower with a medical certificate clearly outlining who has been diagnosed with COVID-19,
- 3) Other non COVID-19 medical conditions and changes in individual circumstances do not qualify for an exchange or credit,
- 4) Any advice or request received after an event will not qualify for any exchange, credit, or refund.

Mandatory Vaccination Requirements

These conditions will apply until further notice on all tickets, regardless of the date of sale.

NOTE: Failure to comply with any of the below terms and conditions, or failure to comply with lawful guidelines or instructions will result in you and/or your group asked to leave the venue immediately without refund or further recourse.

- In line with the directions issued by the State Government, and/or the public health directions issued by the Chief Health Officer, the Clocktower Centre requires all patrons to abide by the Mandatory Vaccination requirements to enter the venue.
- For the purpose of these terms and conditions, proof of 'vaccination' refers to full vaccination as defined by the Department of Health (*currently two doses of an approved vaccine*).
- For the purpose of these terms and conditions, 'Photo ID' refers to a government issued identification showing the full name and photograph of the person, and that is not expired. Example: Drivers Licence, Passport, Keypass ID.

All patrons must present proof of vaccination or proof of medical exemption via:

- COVID-19 Digital Certificate via the Service Victoria app
- COVID-19 Digital Certificate via mobile device digital wallet
- Official Australian Immunisation Register certificate *with Photo ID*
- Printed copy of Immunisation History Statement *with Photo ID*
- Printed COVID-19 Vaccination Certificate *with Photo ID*
- Medical exemption issued in line with Department of Health guidelines *with Photo ID*
- Any other method that is approved by the Victorian Department of Health.

Proof will not be accepted via:

- Vaccine appointment card
- Negative COVID-19 test result
- Presentation of approved documentation without proof of identification where required, or requested
- Any other documentation unless approved for use by the Victorian Department of Health.

Where tickets were purchased prior to 9am, Monday 1 November 2021, a refund will be available for ticket holders unable or unwilling to meet these requirements until 4pm, Friday 5 November 2021 by phone to the box office on 03 9243 9191.

Refunds or exchanges will **not** be available where:

- Tickets are purchased after 9am, Monday 1 November 2021 and the patron is unable or unwilling to meet this requirement on arrival at the venue
 - Tickets were purchased before 9am, Monday 1 November 2021 but a refund was not requested by phone to the box office prior to 4pm, Friday 5 November 2021 and the patron is unable or unwilling to meet this requirement on arrival at the venue
 - The refund request is made by a person other than the original ticket purchaser
 - A patron is unable to prove their vaccination or exemption status on arrival.
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- The age requirement for requiring proof of vaccination or exemption will align with the public health orders as issued by the Department of Health and Chief Health Officer
 - The requirement for all members of a booking to be aware of their proof of vaccination or proof of exemption requirement is the responsibility of the ticket purchaser. The venue takes no responsibility for refusing entry to anyone unable or unwilling to meet these requirements who was not informed by the ticket purchaser.

Purchasing tickets

- You must provide the following minimum contact details for yourself at the time of booking: Full name and contact phone number (mobile preferred), and a valid email.

- Patrons agree that all contact information may be made available to public health officials upon request. For clarity, save as otherwise provided in the venue's privacy policy and the other terms and conditions of sale, the venue undertakes not to share this information with any third party other than to the Victorian Department of Health (DH) or other authorities, and only as required in the event of a suspected or confirmed COVID-19 contact at the event.
- Seating allocations are not guaranteed and may change at any time in line with the physical distancing guidelines issued by the DH or Chief Health Officer. This may require previously allocated seats to be moved to comply with current restrictions.
- Contactless payment is our preferred payment method.
- The Venue may cancel the Event at any time and without notice if it determines (in its unfettered discretion) that the event should not proceed for reasons of public safety including, without limitation, due to risks associated with COVID-19.
- Refunds or credit of tickets will be available to any customer who has developed any COVID-19 symptoms after the purchase of tickets, or who has come into contact with anyone who is symptomatic, waiting for the result of a COVID-19 test or is a confirmed case. Refunds will be available up to 4 hours prior to performance time or at the sole discretion of the Ticketing Supervisor or Venue Co-ordinator. A statutory declaration or proof of isolation request may be required (in any circumstance) to be provided to the venue prior to a refund being issued.
- Refund or exchange where related to Covid will not be available under any circumstance following the performance date, regardless of the circumstance.

At the event

- Patrons must not attend if they are positive for COVID-19.
- Patrons must not attend if they have come in contact with anyone displaying the symptoms of, awaiting the results of testing for, or diagnosed with COVID-19 in the previous 7 days.
- Patrons may be asked health screening questions on arrival to the Venue.
- All patrons over 16 are required to check in via the Service Victoria QR Code System, or at Box Office via the digital kiosk on arrival at venue. Those under 16 must be signed in by a guardian (who must have valid proof of vaccination, or comply with current health guidelines at the time). Patrons refusing to comply will be asked to leave immediately without refund or further recourse. As at 11:59pm 15 December 2021 patrons aged 18 years and older will be required to provide evidence of Vaccination Status on entry to the venue. All people aged under 18 will still need to be checked in via the Services Victoria App. The Patron is responsible for having their ticket/s available and to present them to the usher upon arrival.
- Patrons must sit in their allocated seat. Moving around or switching seats is not permitted.
- Patrons agree to abide by all physical distancing and health protocols.
- It is a condition of entry that all visitors comply with any DH directions. This may include patrons over the age of 12 years wearing a correctly fitting face mask unless they have a lawful exemption where mandated by Chief Health Officer directions.
- Patrons agree to follow the instructions of Venue staff at all times.

- Patrons not complying with protocols, DH guidelines or authorised requests, will be asked to leave immediately without refund or further recourse.
- Patrons acknowledge that whilst all reasonable and required health and safety precautions have been taken to keep the audience, staff and performers safe, that they enter at their own risk without recourse to claim against the Venue regarding health outcomes.

After the event

- If you, or a close contact of yours, are diagnosed with COVID-19 within 14 days of attending the venue, it is your responsibility to contact the Co-ordinator Arts & Culture, Clocktower Centre on 03 9243 9191 as soon as possible.
- The Clocktower Centre is committed to the safety of our patrons and staff and we thank you for your acceptance and adherence to these new safety measures in addition to our regular Terms and Conditions.