

CLOCKTOWER CENTRE BOX OFFICE June 2022

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** 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.
13. **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.

14. **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.
15. **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 or evidence of Government Directive to Isolate 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.

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 may be asked health screening questions on arrival to the Venue.
- 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.
- 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.