

# ARTS HOUSE

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## TERMS & CONDITIONS

Arts House is a City of Melbourne program located at the North Melbourne Town Hall. Tickets to all performances are sold by Ticketsearch on behalf of Arts House, whose name may appear on tickets. All tickets are sold subject to the following terms and conditions:

1. Ticket holders are subject to the conditions applicable to that event/or the venue where held, as indicated on the web page for that event.
2. All sales are final. A fee may be applicable on eligible exchanges and refunds. Please email [ArtsHouse.Ticketing@melbourne.vic.gov.au](mailto:ArtsHouse.Ticketing@melbourne.vic.gov.au) if you wish to enquire into the possibility of an exchange or refund. Please note, we cannot exchange tickets for sold out shows or less than 24 hours before a performance date. Refunds will be made to the credit card used to purchase tickets.
3. Tickets must be paid in full at the time of booking. All orders are subject to credit card approval and billing address verification.
4. Exchanges are subject to availability and at the venues discretion.
5. Patrons who have a cough, sore throat, fever, shortness of breath or flu-like symptoms must not enter our venues. Anyone who is subject to a Department of Health direction in relation to an outbreak in Victoria or interstate must not attend our venues for any reason.
6. Patrons will be required to register their contact details via the QR code sign located at each entrance of the venue. Arts House staff can assist with this registration if required.
7. Patrons are responsible for ensuring that they check the website and attend the correct venue. Refunds will not be provided to any patron arriving at an incorrect venue.
8. Companion Card may be used when the cardholder requires the assistance of a companion to participate at a particular venue/activity. Only the person whose photograph and details appear on the Companion Card can use the card. Companion Tickets cannot be used without the Companion Card cardholder being present. Failure to present a valid Companion Card or evidence when requested will lead to the patron being charged for the ticket.
9. The venue reserves the right to refuse admission. This includes and is not limited to removal or refusal of admission for the safety and comfort of others, patrons who disrupt a performance, and/or in compliance with the The Liquor Control Reform Act 1998. Tickets are not refundable if admission is refused.
10. Lock-out may apply for some shows. Admission may be refused after the lock-out period commences with no guarantee of a refund.
11. Latecomers may be admitted at the discretion of the venue and/or promoter, only if there is a convenient break in the performance.
12. Arts House reserves the right to vary ticket prices, advertised programs and to add, withdraw or substitute performers as necessary.
13. If the amount paid for the ticket/s is incorrect, the ticket/s may be cancelled and the amount paid refunded. This applies regardless of whether the error arose due to:
  - i. an error in a price communicated to you; or if you are able to order a ticket or a ticket for a performance that was not supposed to have been released for sale; or
  - i. human error or a transactional malfunction of an Arts House operated system. If a ticket has been cancelled, a replacement ticket at the correct price may be offered.

14. The TicketSearch privacy policy is available at <https://bo.ticketsearch.com/privacy-policy>. Ticket payments are made through the SecurePay Pty Ltd ("SecurePay") payment gateway which is managed by Australia Post. When you make a purchase SecurePay stores a record of your payment which it manages in accordance with the Australia Post privacy policy available at <https://auspost.com.au/privacy>. TicketSearch and SecurePay do not store your credit card details other than your last 4 digits and expiry date.
15. Collection Notice:
  - i. Personal Information is any information that could identify you or another individual in connection with your ticket purchase. The personal information we collect includes names, billing addresses, mailing addresses, email addresses and phone numbers. We also retain other personal information in connection with your online account such as purchase history and payment records. The collection of this personal information is a requirement to book our events.
  - i. When making a booking you will also be asked whether you seek access services in connection with your booking. Recording a request for access services could indirectly disclose health information about you or another individual. The recording of a request is required to receive our access services. We do not ask you to provide reasons for requesting access services. We collect your personal and health information for the purpose of providing you with our services in connection with booking and attending our performances.
  - i. If purchasing BLAKTIX, this purchase indirectly indicates a purchasers, or other attendees, race or ethnic origin. This is considered sensitive information under the Privacy and Data Protection Act 2014 (PDP Act). We collect your personal and sensitive information for the purpose of providing you with reduced price services in connection with booking and attending our performances. By accessing these services sensitive information about you or another individual could indirectly be disclosed. We do not ask you to provide details or confirm your race or ethnic origin, however this is implied when accessing a BLAKTIX ticket, and therefore this could be classified as sensitive information.
  - i. The personal, health and sensitive information collected is stored by TicketSearch Pty Ltd ("TicketSearch") with Amazon Web Services ("AWS") on servers located in Sydney and on backup Global S3 servers. TicketSearch also assigns a unique ID number to your account which Arts House will use internally to identify you in connection with your account. TicketSearch will retain this information until we cease our use of the TicketSearch platform in which case the information will be removed from the AWS servers after 20 days from cessation of services. The personal, health and sensitive information will not be used or disclosed for any other purpose without your consent. Please refer to the [City of Melbourne Privacy Policy](#) for more information.
16. Under no circumstances will a presenter, venue, or ticketing service provider be required to reimburse a consumer for auxiliary expenses incurred by the consumer in the attendance or non-attendance to an event. Auxiliary expenses include, but are not limited to, the cost of travel, car parking, child-care and accommodation. Consumers are encouraged to obtain sufficient ticket or travel insurance cover for such circumstances.
17. Tickets may not be on-sold and are non-transferrable.
18. Fees and charges including but not limited to postage charges and exchange fees are non-refundable.
19. Unauthorised use of camera or recording equipment is strictly forbidden.
20. Patrons enter the venue at their own risk. To the maximum extent permitted by law, Arts House is not responsible for any loss, damage, harm or injury arising from a customer's entry to the venue or performance within the venue.