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| <b>TITLE</b>         | General Ticketing and Merchandise Terms & Conditions |                       |               |
| <b>APPROVED DATE</b> | 15 November 2023                                     | <b>VERSION</b>        | 3<br>Current  |
| <b>APPROVED BY</b>   | Executive Director                                   | <b>DUE FOR REVIEW</b> | November 2026 |

## 1. Purpose

- 1.1 These terms & conditions outline the rights of a customer when purchasing tickets or merchandise through Bangarra Dance Theatre. The terms and conditions notify customers of the expectations around their purchase for both Bangarra Dance Theatre and the customer themselves.

## 2. Scope

- 2.1. These terms pertain to tickets and merchandise purchased by the general public through Bangarra Dance Theatre.
- 2.2. Tickets and merchandise purchased through third parties are subject to the terms and conditions outlined by those parties which may differ from those outlined below.

## 3. Overview

- 3.1. Tickets to Bangarra Dance Theatre events are sold by Bangarra Dance Theatre and third parties, including ticketing agents and venue box offices. Tickets purchased through Bangarra Dance Theatre are subject to the terms and conditions outlined below.
- 3.2. Attendees must also abide by the terms and conditions of the venue in which the performance is held.
- 3.3. Bangarra Dance Theatre adopts the Live Performance Australia (LPA) Code of Practice for the Ticketing of Live Entertainment in Australia, available at [liveperformance.com.au](https://liveperformance.com.au)

## 4. Allocation of Seats

- 4.1. The allocation of seats is at the total discretion of Bangarra Dance Theatre. Bangarra Dance Theatre reserves the right to vary, substitute or withdraw any seating arrangements, including Package seating. In the event of a change in seating allocations, customers will be notified.

## 5. Ticket Prices

- 5.1. Tickets are correct at time of quotation or publication and are subject to change at any time without notice.
- 5.2. Bangarra Dance Theatre ticket prices may be dynamically adjusted, either up or down, based on real-time market demand and without notice.

5.3. Package tickets and package additional tickets are not subject to demand-based pricing.

## **6. Ticket Delivery**

6.1. With Customer safety in mind, Bangarra Dance Theatre will issue digital print-at-home tickets. All tickets will be emailed to the customer 48 hours prior to the performance and can be presented to the venue in digital or printed form. If you do not receive your ticket or have lost the email, please contact our Customer Service Team on 02 9251 5333 or [bangarra@bangarra.com.au](mailto:bangarra@bangarra.com.au). Proof of purchase will be required.

6.2. Ticket holders who have purchased through a third party should contact them directly in order to determine their procedure for lost tickets.

## **7. Special Conditions relating to COVID-19**

7.1. This section applies to ticket purchasers who are:

a) Required to self-isolate, quarantine or stay at home due to:

- Testing positive to COVID-19 in the last 7 days
- Having close contact with a confirmed case of COVID-19

b) Unable to attend due to government imposed restrictions.

c) Feeling unwell, with COVID-19 symptoms, or have been tested for COVID-19 and are awaiting test results.

7.2. Tickets purchased directly through Bangarra Dance Theatre that are unable to be used due to COVID-19 can be exchanged for tickets to another performance of the same production in the same city, or for a gift voucher of the same value, valid for use within three (3) years of issue. We may request medical documentation be provided. Unless required by law, Bangarra Dance Theatre will only provide refunds at our absolute discretion. Fees and conditions will be waived in these circumstances.

## **8. Ticket Refunds**

8.1. Tickets to Bangarra Dance Theatre's events and performances are non-refundable except in the case of a cancelled or postponed performance, or under circumstances as outlined by Australian Consumer Law and the Live Performance Australia (LPA) Consumer Code. Tickets purchased through the Bangarra Dance Theatre box office that cannot be used may be donated back to Bangarra Dance Theatre and a tax receipt will be issued for the value of the ticket price. This can be claimed as a charitable donation. Request for Tickets to be converted to donation must be completed a minimum of three (3) working days prior to the ticketed performance.

## **9. Ticket Exchanges**

9.1. Tickets purchased directly through Bangarra Dance Theatre may be exchanged for the same production season, in the same city. Tickets cannot be exchanged between cities. Exchanges are subject to availability and seats comparable (in price and view) to those originally held cannot be guaranteed.

9.2. Tickets may be exchanged by contacting Bangarra Dance Theatre Customer Services Team. Request to exchange must be received by Bangarra Dance Theatre a minimum of three (3) working days prior to the scheduled performance Exchanges incur a handling fee of \$5 per ticket exchanged.

9.3. Exchange fees are subject to change without notice.

## **10. Ticket Upgrades and Downgrades**

- 10.1. If a ticket sold at a concession rate is to be used by a patron not eligible for that concession, the difference between the concession and full rate must be paid by the ticketholder. This upgrade may be carried out with Bangarra Dance Theatre or venue box offices. If a full-priced ticket is to be used by a concession holder, the difference in price cannot be refunded.

Where an exchange is requested and new tickets are at a higher price, the outstanding payment is payable by the customer. Where the price is lower, the difference in price will not be refunded.

## **11. Ticketing Fees and Charges for tickets purchased through Bangarra Dance Theatre**

- 11.1. Some service Fees and Charges apply when booking or exchanging tickets to performances by Bangarra Dance Theatre.
- 11.2. For general ticket purchases:
- \$5 per transaction for online bookings
  - \$8 per transaction for phone bookings
  - \$5 per ticket for exchanges
- 11.3. Community event bookings through Bangarra Dance Theatre do not incur ticketing fees.
- 11.4. Ticketing fees and charges are subject to change without notice.
- 11.5. Please note: Third party sellers, such as ticketing agencies and venue box offices, will charge different fees. Please check with individual selling agencies to find out more information about their fees.

## **12. Schools and Groups Ticketing**

- 12.1. Schools and groups of ten (10) or more are able to reserve tickets. An invoice will be issued at the time of booking and payment is required in full, six weeks from date of reservation. In the case of reserved seating performances, seating allocations will not be confirmed until payment is received. School groups will receive one complimentary teacher/guardian ticket for every ten paying students. While a booking is reserved, ticket numbers may be reduced or increased as required. Post payment, group/school bookings are considered finalised and subject to Bangarra's terms and conditions.

## **13. Offers and Discount Pricing**

- 13.1. From time-to-time Bangarra Dance Theatre may offer special discounts or promotional offers to selected performances. These offers can be accessed with a specific promotion code. This code is unique to the promotion and should be entered in the promo code box when purchasing a ticket on Bangarra Dance Theatre's website or quoted to the Box Office at the time of booking and exactly as it appears in the offer/promotion. Unless otherwise stated, promo codes issued by Bangarra Dance Theatre are valid for sales through Bangarra Dance Theatre only. Relevant proof of entitlement must be presented when booking whether in the form of a password, promotional code, identification, or other measure. Partial refunds will not be given on tickets previously purchased at the full price.

## **14. Event Particulars**

- 14.1. Event particulars are subject to change. This includes dates, commencement time, duration and casting.
- 14.2. Venue admission is subject to the terms and conditions of purchase and additional conditions of entry may apply specific to the venue. No responsibility is taken by Bangarra Dance Theatre for any travel or ancillary expenses incurred from the amendment to the advertised event details.

## **15. Concession Policy**

- 15.1. Bangarra may offer concession discounts at some performances. Available concessions may vary between performances and venues and may change at any time without notice. Concessions are not available in Premium Reserve. Available concessions may include Australian pensioners, seniors with a government-issued seniors card, those aged under 30 years, and students with a full-time student card issued by an Australian secondary or tertiary institution valid for the year in which the performance takes place.
- 15.2. Bangarra Dance Theatre and agents selling tickets for our productions may ask to sight valid concession or proof of age identification in order to dispatch concession-priced tickets. Venue staff may check concession identification upon entry to the venue, so please ensure you have valid concession identification on hand when attending performances. Where valid concession identification cannot be produced, an upgrade to the full-price ticket in that seating reserve will be required.

## **16. Attendance Policy**

- 16.1. For the comfort and convenience of all patrons, latecomers can only be admitted into the auditorium at a suitable break in the performances. Suitable breaks vary between productions. If a suitable break prior to interval is identified, latecomers will be admitted, but may not be able to be seated in their ticketed seats. In such instances, venue staff will endeavour to seat patrons in an area adjacent to an entrance, where minimal disruption will be caused to seated attendees. This is at the discretion of venue staff.
- 16.2. Ticket refunds or exchanges are not available on the basis of late arrival.

## **17. Ticket Resale**

- 17.1. It is against the law to re-sell tickets for more than 110% percent of the original price (resale restriction). If tickets are resold above this amount, they will be canceled, and the holder won't be allowed into the event.
- 17.2. We may request evidence of the resale price paid in order to determine your compliance with the resale restriction. This may include a bank statement, tax invoice, a resale receipt, or correspondence between the buyer and seller.
- 17.3. We strongly recommend you purchase tickets via an authorised seller. These include Bangarra Dance Theatre, venues where we perform, and travel platforms including TripAdvisor, Welcome to Country, and Pelago. Tickets purchased via Viagogo, eBay, Gumtree, Ticketbis, or Tickets Australia, you are at risk of purchasing tickets which may be fake, void, or cancelled. If you purchase from these sources we cannot guarantee entry to the event, cannot offer you a refund, and cannot inform you of important changes to the event.

## **18. Shop Policy**

- 18.1. Orders are delivered via the Australia Post network. All orders are sent to the shipping address provided during checkout. Should Australia Post be unable to deliver at the nominated address, a card will be left with arrangements for collection. While Bangarra Dance Theatre undertakes to dispatch merchandise as soon as possible, delivery timelines are guides only and delivery dates may be subject to change.
- 18.2. Merchandise Delivery Fees
  - \$12 for standard Australia Parcel Post
  - International Shipping Costs will vary depending on location
- 18.3. Standard Australian Delivery – Please allow 5-10 working days from order, except where product listing indicates a different timeframe. Occasionally delivery may exceed these timelines for reasons outside of our control. All orders are sent with tracking numbers; please contact our Customer Services Team if you wish to check on an order.
- 18.4. Delivery Failure – It is important that you verify your information is correct, especially your delivery address. If the address provided is incorrect and the package is returned, you may be billed for the additional shipping charges in order for your delivery to reach you. You agree to this by placing an order with us and we reserve the right to pass on applicable charges to you if you provide wrong address information. We also require a contact phone number, which may be used by the courier or Australia Post to arrange delivery. If we and our delivery partner have been unable to deliver your order due to an error or fault on your part, after 21 days we reserve the right to cancel your order. In these circumstances we will refund you the price of your order, less the delivery fees incurred by us.

## **19. Returns**

- 19.1. Change of mind returns and exchanges: If you change your mind or your order is not filled correctly, you may return it to us within 30 days of the date you received it. You must contact us with your name and order number before returning any items. The cost of returning the item to us is your responsibility.
- 19.2. Items returned must be in 'As-new' condition. This means you have not used, damaged, washed or laundered any of the items. Please return items secured in their original packaging if possible.
- 19.3. After we have received your item and confirmed it is in 'as-new' condition, we will issue you with an exchange or refund of the purchase price less the initial delivery fees. If you have purchased an item using a free shipping offer and returned it because you have changed your mind, we will deduct the actual shipping cost to us from your refund. If we cannot be satisfied that you purchased the product from us then we will not accept your product for return. Additional delivery charges may apply if you are requesting an exchange due to a change of mind.

## **20. Your Consumer Rights**

- 20.1. The goods you purchase come with guarantees that cannot be excluded under the Australian Consumer Law. If your product is faulty, broken or otherwise non-compliant with a consumer guarantee under the Australian Consumer Law please contact us as soon as possible with your name and order number and our Customer Service Team will advise you on the next steps.

## **21. Damaged Items**

- 21.1. Unfortunately, and despite our best efforts, items are occasionally damaged in transit. If you notice that an item is damaged when it is delivered to you, please contact us within two days of delivery with clear digital photos showing the damage. Our Customer Services Team will advise you on the next steps.
- 21.2. The type of resolution we offer will depend upon the circumstances. We may arrange to replace the product or provide you with a partial or full refund of the purchase amount. If we require you to return the product to us, Bangarra Dance Theatre will pay the cost of the return.
- 21.3. We reserve the right to refuse a refund in cases where we deem damage to a product to be due to fair wear and tear, misuse, failure to use in accordance with manufacturer's instructions or failure to take reasonable care.

## **22. Gift Voucher Policy**

- 22.1. Gift vouchers can be purchased in any denomination via phone, specific denominations are available via the website.
- 22.2. Gift vouchers expire 36 months following Gift Card purchase. Expired Gift Cards cannot be redeemed. After expiration any remaining Gift Card monies will be donated to Bangarra Dance Theatre.
- 22.3. Gift Vouchers may be redeemed online at [www.bangarra.com.au](http://www.bangarra.com.au) or by phone on 02 9251 5333.
- 22.4. Where the value of items purchased is greater than the value of the Gift Vouchers, the difference is payable by the Gift Voucher holder. Where the value of items is purchased is less than the value of the Gift Voucher, the remaining value will be held on account by Bangarra Dance Theatre for future purchases by the Gift Voucher holder. Original expiry conditions will apply.
- 22.5. The recipient must provide full contact details when redeeming a gift voucher.
- 22.6. The Gift Voucher identification code must be quoted when redeeming.
- 22.7. Lost, stolen or deleted Gift Vouchers cannot be replaced. Please treat as you would cash.
- 22.8. There are no fees associated with purchasing Bangarra Dance Theatre Gift Vouchers. Standard processing, booking or post and handling fees will apply on redemption of Gift Vouchers.
- 22.9. Gift Vouchers can only be redeemed for events and merchandise sold directly through Bangarra Dance Theatre. Gift Vouchers issued by Bangarra Dance Theatre cannot be redeemed for tickets purchased through venue box offices or other agencies selling Bangarra Dance Theatre tickets or merchandise.

## **23. Authorisation and Date**

- 23.1. This policy has been approved by the Executive Director and came into effect on 15 November 2023.

| <b>Document Version Control Timeline</b> |                     |                    |                      |                    |
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| 1                                        |                     |                    | 12 April 2017        | Executive Director |
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| 3                                        | November 2023       | Marketing Director | 15 November 2023     | Executive Director |