

# Valentine's Concert 2023 **Terms and Conditions**

The Valentine's Concert ("Event") is presented by the City of Joondalup (ABN 64 245 472 416) of 90 Boas Avenue, Joondalup WA 6027 ("City").

These Terms and Conditions apply to the purchase of all tickets whether purchased online from Ticketbooth or purchased from a City Customer Service Centre and cover both purchase and entry to the Venue. The City may vary these Terms and Conditions at any time. By purchasing tickets after the Terms and Conditions have been varied, you agree to the variation.

Terms and Conditions of tickets purchased from Ticketbooth are available on their website.

By purchasing tickets, Patrons accept and agree to the following conditions:

## 1. Ticket Purchase

- 1.1. Pre-sale tickets (sales from 9.00am **Tuesday 1 November 2022** to 8.59am **Wednesday 16 November 2022**) to the Event are only available to eligible City of Joondalup residents and ratepayers aged 17 and over. Residents and ratepayers must enter their City of Joondalup postcode at the start of the purchase process to access pre-sale tickets.
- 1.2. General public can only access tickets after the pre-sale period (from 9.00am Wednesday 16 November 2022) and must be aged 18 and over to access tickets.
- 1.3. Customers who require assistance can visit the City of Joondalup Customer Service Centre during business hours to purchase tickets. The City's Customer Service Centre is located at the Joondalup Administration Building, 90 Boas Avenue, Joondalup Opening hours: 8.30am 4.30pm Monday to Friday.
- 1.4. There is a limit of six (6) tickets per person per day.
- 1.5. Children aged 5 and under are permitted to the event for free without a ticket but must be accompanied by an adult with a valid ticket.
- 1.6. Children aged 6 to 16 require a ticket, which is to be purchased by an adult in conjunction with a general admission adult ticket.
- 1.7. Patrons aged 17 and over require a general admission adult ticket.
- 1.8. The City honours the Companion Card fair ticketing scheme. Ticket purchases made by a valid Companion Card holder are eligible to receive a second, complimentary ticket to the Event for a carer or companion (subject to availability). A valid Companion Card or Companion Card Number must be produced at the time of booking to gain access to the Companion Card Scheme offer. If requested, the Companion Card bearer must be able to present the Companion Card to gate staff upon entry into the Event.



1.9. The City can only assist with tickets purchased through the Ticketbooth or in person/over the phone through the City's Customer Service Centre. Where tickets have been purchased through an alternative ticketing agency, all contact should be directed to that agency.

### 2. Ticket Resales

- 2.1. Tickets should only be purchased through Ticketbooth or the City's Customer Service Centre. The City will not be held liable in the event an unofficial ticket is purchased through an unauthorised ticketing outlet. The City has the right to refuse entry into the event and to cancel any tickets that have been re-sold or unofficially distributed at their discretion without refund.
- 2.2. Tickets may not, without City of Joondalup's written consent, be on-sold at a premium, offered as a prize or inducement, packaged or otherwise used for advertising, promotional or other commercial purposes. City of Joondalup reserves the right to refuse admission to the bearer of any ticket sold or otherwise provided or distributed in breach of this condition.
- 2.3. If the tickets purchased are gifted, the recipient is bound by Ticketbooth's and the City's Terms and Conditions.
- 2.4. If you have purchased a ticket and can no longer attend the Event, you can pass on your ticket or sell it to a friend in accordance with reselling laws. You will be liable for all refunds in the event of a cancellation. If there is a change to the Event you will be responsible for passing this information onto the ticket holder.

#### 3. Ticket Confirmation

- 3.1. When purchasing your tickets, you are required to supply a working email address so an order confirmation and e-ticket for entry into the event can be emailed to you, following the completion of your payment transaction(s). If this email is not received, you should check your junk/spam folder or contact Ticketbooth.
- 3.2. Lost tickets can be re-issued by contacting Ticketbooth.

## 4. Refunds and Exchanges

- 4.1. Without limiting your statutory rights under Australian Consumer Law, there is no right of refund on tickets, unless the event is cancelled or rescheduled.
- 4.2. The City reserves the right to vary, substitute or withdraw advertised artists, venue, and seating arrangements as necessary. Any such variations, substitutions or withdrawals will be communicated to ticket holders in direct email communications and advertised through social media. A change in the roster of performing artist does not entitle the ticket holder to a refund.
- 4.3. A change in personal circumstances or a change of mind does not entitle the ticket holder to a refund.
- 4.4. Dislike or dissatisfaction of the Event does not entitle the purchaser to a refund.



4.5. An offer of a refund is only valid if it comes from a City staff member, via email from a '@joondalup.wa.gov.au' email address.

## 5. Cancellation Policy

- 5.1. The Event shall proceed "rain or shine" unless conditions become dangerous. Should the Event be cancelled, rescheduling is not guaranteed. In the event of a rescheduled performance, tickets will remain valid. If the Event is cancelled all patrons are eligible for a refund and details of the refund process will be communicated via Ticketbooth and the City's website and social media platforms.
- 5.2. In the event of a cancellation, the City will undertake reasonable measures to contact ticket holders as soon as possible.
- 5.3. The City collects your personal information in case of an event cancellation or change. If you fail to supply sufficient and appropriate contact information, the City is not responsible for failure to notify you.
- 5.4. If you did not supply your contact details when making the purchase, you will need to get in touch with us via <a href="Cultural.Events@joondalup.wa.gov.au">Cultural.Events@joondalup.wa.gov.au</a> to receive a refund.

#### 6. Venue Conditions

- 6.1. Gates to the Venue open at 5.00pm; patrons are not permitted to enter the Venue prior to this time.
- 6.2. Only valid ticket holders will be granted admission into the Venue. Patrons may present a Ticketbooth e-ticket in hardcopy or via an electronic device for scanning to gain entry to the Venue.
- 6.3. Residents/ratepayers and concession card holders must present valid identification if requested by staff, along with their ticket/s. If identification is not presented upon request by staff, entry may be denied. Residents/ratepayers and concession card holders must present valid identification if requested by a gate attendant to gain entry to the Venue, along with their ticket/s. Refunds will not be offered to those denied entry.
- 6.4. In attending the event, you grant City of Joondalup permission to film or photograph you, and to reproduce that film or photograph in any audio, video or photographic display or other transmission, exhibition, publication or reproduction in any medium or context without further authorisation by, or compensation to you.
- 6.5. No unauthorised audio, video or photographic recordings of the artists' performance are permitted.
- 6.6. Patrons enter the Venue at their own risk and neither the Joondalup Resort nor the City of Joondalup will be liable for any injury, loss or damage suffered or incurred.
- 6.7. Patrons must remain inside the marked areas of the Venue at all times and follow instructions from event staff and/or security staff.
- 6.8. Children must remain under close adult supervision at all times.
- 6.9. Cabin-sized esky or cooler bags (up to 26L in size) are permitted. Any larger items will not be permitted into the Venue.



- 6.10. High outdoor chairs only permitted towards the back of the venue to allow visibility to patrons in front.
- 6.11. The following items are not permitted into the Venue and will be confiscated by event staff and/or security staff:
  - a. Tables
  - b. Umbrellas
  - c. Wine spikes
  - d. Banana lounges
  - e. Tents
  - f. Sun shelters
  - g. Animals (except for assistance animals)
  - h. Dangerous items (e.g. weapons, fireworks, laser pointers)
  - i. Professional audio and video recording devices
- 6.12. The City reserves the right to check bags for prohibited items for safety and security purposes.
- 6.13. The City cannot guarantee that all Patrons will have a full and unimpeded view of the performance.
- 6.14. An accessible viewing area is provided at the Venue. The area is offered to Patrons with a hearing, vision or mobility requirement and <u>one</u> accompanying guest/carer. If this service is required, patrons must tick the box at the time of purchase and present to staff on entry to the event.
- 6.15. The right to refuse entry or to evict a consumer is reserved by venue management as provided in the <u>Live Performance Australia Ticketing Code of Practice</u>. Consumers' refused entry or evicted from the Venue will not be entitled to receive a refund.
- 6.16. If you do not agree with the foregoing, please do not enter the Event site.

## 7. Transportation to the Event Site

- 7.1. Onsite parking is limited. Access <u>into</u> the carpark is available from 4.30pm to 8.00pm. Access <u>out of</u> the carpark will be delayed until pedestrians have safely left the venue.
- 7.2. A dedicated drop off and pick up point is available at the Concert site. Drivers of vehicles that access this facility are not permitted to exit their vehicle and must unload all passengers and leave the area within 2 (two) minutes.
- 7.3. Limited accessible parking is available at the venue. Contact the City to discuss your needs on 9400 4000.
- 7.4. An arrival shuttle bus service will be available from 4.30pm to 8.00pm to transport patrons from the Joondalup City Centre to the Event site. A departure shuttle bus service will be available from 9.00pm to 11.00pm from the Event site to the Joondalup City Centre.
- 7.5. All patrons attending the event in a vehicle are required to follow directions from Traffic Management controllers, event staff and security staff.



## 8. Covid-19

- 8.1. All persons attending the Event must comply with any Public Health Directions published by the WA Government at the time of the Event.
- 8.2. Patrons who do not comply with the relevant Public Health Directions will not be able to attend the Event and will not be entitled to claim a refund.
- 8.3. If a ticket holder tests positive to Covid-19 prior to the Event and is not able to attend the Event as a result of the positive test, that person will be entitled to apply for a refund, upon provision of satisfactory documentation verifying the positive test, by emailing <a href="Cultural.Events@joondalup.wa.gov.au">Cultural.Events@joondalup.wa.gov.au</a> with the booking reference.

## 9. Acceptance of Terms & Conditions

9.1. By purchasing a ticket, you acknowledge and accept Ticketbooth's and the City's Terms and Conditions in your personal capacity, the capacity of any person in which tickets are intended for and on behalf of any accompanying minor.

This document is available in alternative formats and languages upon request.