

## 1. Application of Terms

1.1. The following Terms and Conditions apply to: (a) the purchase or issue of tickets for performances, tours, workshops and other events (each an "Event") at Colac Otway Performing Arts and Cultural Centre ("COPACC") and its Venues

(b) The consumer's entry to an Event or Venue

(c) the purchase or distribution of tickets for an Event at any other venue which COPACC makes available for purchase, in addition to the terms and conditions of purchase and entry to that venue and

(d) The purchase or distribution of food and beverage and other products which COPACC makes available for purchase ("Other Products").

1.2. You will be required to indicate your acknowledgment and acceptance of the Terms and Conditions prior to confirmation of payment online or by telephone, or prior to payment in person.

1.3. These Terms and Conditions remain in effect even if the ticket is given or sold to someone else and you should therefore ensure that any subsequent holder of the ticket is aware that he/she is bound by these Terms and Conditions.

1.4. By purchasing a ticket online, by telephone or in person, you acknowledge and agree to comply with these Terms and Conditions.

1.5. COPACC's conditions of entry are incorporated into these Terms and Conditions and apply to your ticket.

1.6. These Terms and Conditions incorporate the Live Performance Australia (LPA) Code of Ticketing Practice – Consumer Code, which sets out a code of conduct for the sale of tickets to live events including consumer rights. To obtain a copy of the Code go to [www.liveperformance.com.au](http://www.liveperformance.com.au).

1.7. Your ticket may be subject to additional booking terms, which you will be notified of prior to purchase.

1.8. COPACC may vary these Terms and Conditions at any time, including for specific events. The variations will be made effective by posting the varied Terms and Conditions on the COPACC website.

1.9. By making a purchase from COPACC, you agree to be bound by the Terms and Conditions that apply at the time of purchase.

1.10 If you received your ticket as a prize, gift or otherwise for no cost, these Terms and Conditions and the terms and conditions of the relevant promotion or competition apply to your use of the ticket.

## **2. Purchase of Tickets & Other Products**

2.1. Tickets and other products are only valid if purchased via the COPACC website online, COPACC's Box Office or an Authorised Seller. COPACC may cancel tickets that are bought or sold by Unauthorised Sellers, without providing a refund.

2.2. GST applies where applicable on ticket prices for an Event that occurs or Other Product that is provided in Australia.

2.3. Prices are subject to change without notice.

2.4. COPACC will make clear any restricted viewing information to the consumer prior to the purchase of a ticket.

2.5. In the interests of maintaining fair access to tickets, COPACC may place limits on the number of tickets a consumer may purchase. COPACC may cancel tickets or refuse to accept orders which it believes are placed in excess of any such limits, including where it is suspected that the tickets are intended to be on-sold at a premium. This includes but is not limited to orders associated with the same name, email address, billing address or credit card number.

2.6. Tickets may not be on-sold at a premium, offered as a prize or otherwise used for advertising, promotional or commercial purposes. COPACC reserves the right to cancel tickets and/or refuse admission to the bearer of any ticket sold, provided or distributed in breach of this condition. In the interests of maintaining fair access to tickets, if it is suspected that you are intending to on-sell tickets at a premium, COPACC will cancel your tickets and refuse to accept orders from you.

## **3. Confirmation and Delivery**

3.1. If you do not receive a confirmation number after submitting payment information online or via telephone, it is your responsibility to confirm that an order has been successfully placed. COPACC will not be responsible for any loss incurred by you where you have not received a confirmation number but have made no attempt to confirm the order.

3.2. COPACC may provide the option for posting of tickets that are paid in full to the credit card holder's billing address in Australia. A fee will be charged for this service. If the credit card holder only has an overseas address, tickets will be held at the COPACC Office for collection.

3.3. You should allow a minimum of 10 days for tickets to be posted. If you book 10 days or less prior to the performance date, tickets should be collected from the COPACC Office.

3.4. Please report lost or stolen tickets to the COPACC Office as soon as possible. Replacement tickets may attract an administration charge and require proof of identity. Replacement tickets may not be available for general admission Events.

## **4. Exchanges and Refunds**

4.1. You will be entitled to a refund or may choose to receive a gift voucher of the same value in the following circumstances: (a) The Event to which you purchased a Ticket from COPACC or another Authorised Seller is cancelled prior to the Event. (b) The Event to which you purchased a Ticket from COPACC or another Authorised Seller is rescheduled prior to the Event, and you cannot or do not wish to attend the rescheduled Event. (c) Where an Event is rescheduled, reasonable endeavours will be made to ensure that you are offered seating in a similar location at the rescheduled Event. If the Event is not rescheduled, you will receive a full refund of the Ticket price and other Ticket charges. (d) The Event to which you purchased a Ticket from COPACC or an Authorised Seller is significantly relocated, and the nature of the experience and/or geographic location of the Event is fundamentally altered by the relocation. You must apply for a refund within five (5) working days of the announcement of the relocation in order to obtain a refund.

4.2. You may be entitled to a refund, an exchange or a gift voucher in the following circumstances: (a) An Event is cancelled due to unforeseen circumstances that arise during the Event, leaving the Event uncompleted. If a substantial proportion of the Event is completed then, depending on the circumstances, COPACC may determine that a refund or exchange is not warranted. (b) If the amount paid by you for a ticket to an Event or Other Product is incorrect, COPACC may cancel that ticket (or the order for that ticket) and refund you the amount paid. This may occur in the following circumstances:

- An error arose due to an error in a price posted on COPACC's website or otherwise communicated to you.
- You were able to order a ticket before an Event's scheduled on-sale or presale date.
- You were able to order a ticket that was not supposed to have been released for sale.
- An error arose due to human error or a transactional malfunction of a system operated by COPACC.

4.3. You will not be entitled to a refund or exchange in the following circumstances: (a) Your ticket was free or complimentary. (b) You did not enjoy the Event or were dissatisfied with the performance at the Event. (c) You are unable to attend for reasons including but not limited to; illness; illness of any person accompanying you to the Event, or other person for whom you need to care; transport failure or delay; or where you choose not to attend the Event. (d) You arrive late to an Event and are refused entry on the grounds that latecomers will not be admitted, or you are delayed admission or readmission until a suitable break in the performance. (e) You have been refused entry to or evicted from the Venue. (f) A performance has been made by an understudy in the place of a main performer, provided that you have been made aware of the use of an understudy at the Event. (g) An opening or support act is cancelled or replaced or if the acts appearing at a festival change, provided that you are made aware of the cancellation, replacement or change at the Event. (h) COPACC or another Authorised Seller alters the Ticket price in response to varying levels of consumer demand. (i) COPACC or another Authorised Seller releases additional seats or additional dates for presentation of the Event. (j) Tickets for a general admission Event are lost or stolen. (k) COPACC has not complied with the terms of the

LPA Ticketing Code of Practice. Refunds in this circumstance depend on the nature of the non-compliance. (l) You are unable to provide proof that you have been fully vaccinated against COVID19 and on that basis are refused entry to the venue.

#### 4.4. Particulars of refund

(a) Refunds will be paid to the original Ticket purchaser. If you have purchased a Ticket from an Unauthorised Seller, you have no refund right from COPACC and may have no guarantee of receiving a refund from that Unauthorised Seller.

(b) In order to verify the authenticity of any claim, the original Ticket and/or proof of purchase may be requested.

(c) A refund will be processed using the original method of payment if practicable to do so. Otherwise you will be contacted to provide bank details for direct credit to your bank account.

(d) A refund may not necessarily be available at the time the refund is requested.

(e) A full refund covers the cost of the Ticket, including all service charges and payment processing charges but excluding any delivery method payment.

(f) A refund does not cover costs imposed by external suppliers that the consumer was not obliged to incur but chose to incur.

(g) Unless required by law, COPACC will not reimburse you for auxiliary expenses incurred in connection with your attendance or non-attendance at an Event, including a cancelled, rescheduled or relocated Event. Auxiliary expenses include, but are not limited to, the cost of travel, meals, car-parking, child-care and accommodation.

4.5. Other Products (a) Other Products are only refundable if the product is not available on the date requested. (b) Exchanges of Other Products are at the discretion of COPACC.

4.6. If you make an error in making a donation to COPACC, COPACC will honour your request for a refund made within 10 working days of the donation. To request a refund, please call (03) 5232 9418. Refunds are processed using the original method of payment. Refunds will be processed in accordance with 4.4 above.

## 5. Concession Cards

5.1. The only forms of concessions accepted are Pensioner, Health Care, and Companion Cards.

5.2. A valid concession card must be produced on request, at the time of the booking or time of ticket collection. Concession Tickets may not be available for online bookings.

5.3. Only the person whose name appears on the card and who provides photo ID can use the Concession Card.

5.4. Concession Tickets are not valid unless the cardholder is present at the event.

5.5. The consumer may be charged for the Concession Ticket if they cannot present a valid concession card on request, or if the cardholder is not present.

5.6. COPACC is an affiliate of the Companion Card program and admits carers to shows as ticketed complimentary guests. The use of a Companion Card is restricted to persons who are unable to participate at a particular venue or event without attendant care support. Details of use are contained on the Companion Card website [www.companioncard.org.au](http://www.companioncard.org.au).

## **6. Gift Vouchers**

COPACC Gift vouchers are available for purchase. Please note that COPACC Gift Vouchers are only redeemable for COPACC's Theatre Season shows.

Gift vouchers are valid for 3 years from date of purchase.

## **7. Conditions of Entry**

7.1. COPACC and the Presenter reserve the right to deny admission to any person to the Centre, Venue and Event.

7.2. By attending an event, you agree to the Venue's conditions of entry.

7.3. If you are refused entry or required to leave the Centre, Venue or Event, tickets will not be exchanged or refunded unless required by law.

7.4. Specific Conditions of Entry may apply for certain events. If this is the case, these conditions will be clearly stated on the Event's webpage.

7.5. Any person (regardless of age) interrupting the enjoyment of other visitors may be asked to leave an Event, Venue or the Centre.

7.6. COPACC may refuse entry to the Centre, Venue or Event or evict you subsequent to entry on valid grounds, which include, but are not limited to, any of the following circumstances: (a) Where you cannot produce a Ticket for the Event. (b) Where you produce a Ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions. (c) Where you cannot produce proof of concession entitlement where a concession Ticket has been purchased. Concession tickets purchased through COPACC can be exchanged to a full price ticket at the COPACC Box Office prior to an event. You will be responsible for paying any difference in the ticket price. (d) Where you produce a Ticket that is identified by COPACC as having been sold by an Unauthorised Seller. (e) Where you have in your possession and/or refuse to surrender to COPACC's staff any prohibited object or article including but not limited to dangerous items, photographic or recording equipment or food or alcohol that is not permitted to be brought into or used in that Venue. (g) Where you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of performers, other consumers or any other persons, including as a result of intoxication. (h) Where you behave in a manner that

unreasonably interferes with other consumers' enjoyment of the Event, including through the use of cameras, mobile phones, personal computers, paging devices or other electronic devices. (i) Where you refuse to remain in the area or seat designated on your Ticket. (j) Where you otherwise breach these Terms and Conditions or fail to follow the reasonable directions of COPACC staff or signage in relation to your entry and use of the Centre or Venues.

7.7. Once an Event has commenced, admittance or re-admittance to the Venue will usually be during a suitable break in the Event and may be to a different seating location. For some events, admittance or re-admittance may not be possible.

7.8. No food or drink is permitted in the Venues unless specified.

7.9. No photography, audio or video recording is permitted inside the Centre or Venues unless specified.

## **8. Event Conditions & Information**

8.1. Particulars of an Event may be changed without prior notice. Artists or performers may be added, withdrawn or substituted for specific performances. Wherever possible, COPACC will advise consumers of event changes prior to the commencement of the performance, or at the Event where prior notice is not possible.

8.2. It is standard practice to use understudies where the principal performer is unavailable for reasons outside the Presenter's control, or where the performer is not required by his or her contract to perform. You will be advised of the use of any understudies at the Event.

8.3. You will be made aware of the identity of the support acts, where known. If this is not known, you will be made aware of where you can obtain the information prior to the Event. You will be made aware of any changes to the advertised support act(s) or performer(s) at the Event.

8.4. Seating areas of a Venue may be closed with or without prior notice. If a ticketed seating area is no longer available, you will be relocated to another area of the Venue within the same price reserve.

8.5. Where the normal configuration of the Venue is significantly varied for a particular Event, the configuration to be used will be disclosed in promotional material and event information.

8.6. Events containing adult themes will include information about the recommended age for ticket holders. This information will be available on the COPACC website for your review prior to purchasing tickets.

## **9. Children / Babies in Arms**

9.1. For the majority of events held at COPACC, children who have not yet turned two years old may be admitted into an event at no cost and without a ticket. In these cases, children will not be allocated a seat and must be seated on the lap of a parent or guardian for the duration of the event.

9.2. Some events do require children under the age of two to be admitted with a ticket - particularly for performances programmed specifically for this age group. If this is the case, this requirement will be stated at [www.copacc.com.au](http://www.copacc.com.au)

9.3. Children under 16 years of age must be accompanied by an adult at all times.

## **10. Privacy & COPACC accounts**

10.1. COPACC's handling and use of your personal information is governed by the Privacy and Data Protection Act 2014 (Vic).

10.2. You will be asked to provide COPACC with an email address, postal address and other contact information when purchasing Tickets from COPACC, or opening an account with COPACC via COPACC's website or otherwise. Consumers must ensure that they provide COPACC with current, complete, and accurate information.

10.3. You must maintain the confidentiality of your account information, and should notify COPACC immediately on becoming aware of any unauthorised account activity.

10.4. For information regarding how COPACC collects and uses your personal information, refer to COPACC's Privacy Statement at [www.copacc.com.au](http://www.copacc.com.au)

## **11. Live Performance Australia (LPA) Ticketing Code of Practice – Consumer Code**

11.1. For information regarding broader ticketing policy followed by COPACC, you can obtain a copy of the LPA Ticketing Code of Practice at [www.liveperformance.com.au](http://www.liveperformance.com.au).

## **12. Complaints and Feedback**

12.1. Consumers are encouraged to provide feedback on the services provided by COPACC. For information on how to provide feedback to COPACC visit [www.copacc.com.au](http://www.copacc.com.au)

12.2. For information regarding Colac Otway Shire Council's complaint handling and dispute resolution procedures, refer to the Complaint Handling Procedure at [www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

COPACC Terms and Conditions of Purchase – October 2021