

North Australia Festival of Arts

TERMS AND CONDITIONS

Wonderland Entertainment and Leisure Pty Ltd – ABN: 90 785 437 859

Before proceeding with your booking please read these terms and conditions carefully. These terms and conditions incorporate the basis upon which bookings are accepted by Wonderland Entertainment and Leisure Pty Ltd

The following terms will have the following meaning in these Terms and Conditions

“The Venue”, “WEL”, “us”, “we”, “our” - means Wonderland Entertainment and Leisure Pty Ltd

“you”, “your” - means the Customer

The following terms and conditions apply to the purchase of tickets and attendance for performances and events at The Venue

WEL may vary these Terms and Conditions at any time. WEL will post the varied Terms and Conditions on its website.

By making a purchase from The Venue, you agree to be bound by the Terms and Conditions as they stand at the time of your purchase.

Conditions of Purchase

All ticket prices for performances or events that occur or are provided in Australia are stated in Australian Dollars and include GST where applicable.

All ticket prices include a customer booking fee, this fee is non refundable.

Prices are subject to change without notice.

Tickets for performances and events at the venue are valid only when purchased from The Venue, or from a person authorised by The Venue to sell or distribute tickets. If you buy counterfeit or forged tickets, you may be liable for prosecution.

Tickets may not, without The Venue’s prior 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. The Venue reserves the right to refuse admission to the bearer of any ticket sold or otherwise provided or distributed in breach of this condition. Use of tickets in a manner which breaches any of these terms and conditions may attract criminal penalties.

It is the ticket holder’s responsibility to ensure the safe keeping of their ticket. Refunds will not be provided in the event a ticket has been already redeemed by another party.

Conditions of Attendance

The Venue and the venue’s management reserve the right to refuse admission.

The Venue and the relevant event venue may impose additional specific conditions in relation to entry or attendance to a particular event.

The Venue is a venue licensed for the service of alcohol. All patrons must adhere to The Venue’s policies and abide by the relevant liquor licensing regulations.

Smoking may only take place in designated 'Smoking Areas' which are signed appropriately.

No drugs, weapons, glass containers, alcohol or lasers may be taken into The Venue.

No audio or video recorders or cameras may be taken into the venue or used without permission of the event organiser and venue management by prior arrangement. A breach of this condition may lead to the confiscation of all equipment and removal of the patron from the venue.

The Venue reserves the right to exclude latecomers at certain events or to admit only at a suitable point in the performance.

Patrons will not be granted entry without a valid ticket. If you are holding another person's ticket for them, they will require the physical ticket before being granted entry.

You are responsible for checking age requirements for event. If the event has a minimum age requirement then adequate ID must be presented on arrival. Failure to produce ID will result in denied entry into the event. No refunds will be provided in the event of refusal of entry.

You must not engage in offensive or inappropriate behaviour at an event.

The Venue and/or the event organiser reserves the right to film, video, record, photograph, broadcast or telecast the event. You agree that you may be filmed, taped, interviewed, photographed or recorded while attending an event and you consent to The Venue or third parties engaged by The Venue filming, taping, interviewing, photographing or recording you. You further agree that The Venue may use, publish, edit, incorporate or otherwise exploit (and authorise others to do the same) any materials produced for any purpose without further reference to you.

Without prejudice to any other rights which The Venue may have, if you contravene any of these Terms or Conditions, you may:

- be refused entry to, or remove from, the venue;
- have your ticket confiscated and/or cancelled without refund or recompense; and
- be disqualified from purchasing tickets for or entering into other events

In the event that you are refused entry to an event for any reason, then, in accordance with these Terms and Conditions, no refund will be paid.

Tickets purchased

You agree that your use of The Venue's website to purchase tickets is at your own risk.

You must maintain the confidentiality of your account details for any WEL website and take all reasonable steps to prevent unauthorised access.

You warrant that any purchase made using your account for The Venue's website is made in your own right or with full authority. You agree to indemnify The Venue and its officers, directors, employees, consultants, licensors, suppliers and agents from all or any claims made by any persons claiming such transactions to be unauthorised

You will be asked to provide The Venue with your current address and other contact information when you purchase tickets from The Venue, or open an account with The Venue, via The Venue's website. When you do so, you must ensure that you provide The Venue with your current, complete, and accurate information.

If your name has been added to a guest list then adequate ID must be provided to collect your tickets.

Confirmation and delivery

If you do not receive an order confirmation number (in the form of a confirmation page or email) after submitting payment information, it is your responsibility to confirm with The Venue that your order has been successfully placed. The Venue will not be responsible for any losses you incur if you assume that an order was successfully placed having not received a confirmation number.

You will be sent an E-Ticket as your order confirmation email. You will need to display the QR code on your mobile phone, device or printed to gain access to the event. Please make sure you have turned up the brightness on your phone display prior to showing it. Alternatively, you can print your eTicket/s and present them for scanning to gain access to the event. Please read all information on your order confirmation carefully. Barcodes should be kept secure.

Companion Card

Companion cards are honoured. A valid Companion Card or valid Companion Card Number must be produced at the time of the booking to gain access to the Companion Card Scheme offer. Details of use are contained on the Companion Card website www.companioncard.org.au.

Changes to performance and events

The right is reserved by the event organiser to add, withdraw or substitute artists or vary advertised events, ticket prices, audience capacity or seating arrangements and make other variations as necessary.

Refunds and Replacements

There is no refund or exchange on tickets.

If an event is cancelled no obligation is assumed by The Venue for arranging a substitute event. If the event organiser permits refunds, the customer booking fee included in the advertised ticket price is non-refundable. Refunds for tickets purchased by credit card will be refunded to that credit card.

Replacement of lost or stolen tickets is subject to approval from the event organiser. The Venue reserves the right to charge a fee for any re-issued tickets.

The Venue collects your personal information in case of an event cancellation or change. If you fail to supply sufficient and appropriate contact information The Venue is not responsible for failure to contact you.

Exchanges

The Venue offers exchanges on tickets, only if all of the following conditions are met:

The request for an exchange is submitted to The Venue in writing by emailing functions@wonderlandspiegeltent.com.au

The request for an exchange is made at a minimum of 72 hours prior to the original performance start time

The original performance is not sold out

The request for exchange is for the same event

The customer has provided proof of the destruction of the original tickets, should hardcopy tickets have been issued

An exchange fee is payable by the customer at the time of exchange, if the exchange is approved.

Price Categories and Concessions

If concessions are applicable valid identification will be required upon collection of tickets and/or at the venue. The venue has the right to deny entry to a ticket holder if they cannot provide proof of concession or membership entitlement.

Under Age Policy

Some events are restricted to ages such as 18+, 16+ etc. All minors must be accompanied by an adult.

Program Guide Details

Program guide details are correct in all WEL publications at the time of printing but are subject to change where necessary and without notice.

Liability

The Venue takes no responsibility for loss or damage to personal property.

You are responsible for your own safety and property while attending an event, and to the extent permitted by law you release The Venue and its officers, directors, employees, consultants, licensors, suppliers and agents from any liability for any claims, damage or loss you may suffer in relation to your attendance at an event, however caused, including due to any negligence or other act or omission of The Venue.

You agree to indemnify The Venue and its officers, directors, employees, consultants, licensors, suppliers and agents against any claims, loss or damage suffered as a result of your wilful reckless or negligent acts or omissions at an event

The Venue is not liable for any claims, damages, compensation, losses or expenses that may be suffered or incurred as a result of an event being cancelled, postponed or changed.

Privacy

WEL holds all information entered during the booking process for our own records. If you wish for your information to be removed from our system please let us know via email to functions@wonderlandspiegeltent.com.au

WEL hold the right to use your personal information to send out promotional material. If you wish to opt out please email functions@wonderlandspiegeltent.com.au

The Venue is committed to protecting an individual's right to privacy and to fully complying with its obligations under the Privacy Act.

COVID-19 ADDITIONAL TERMS AND CONDITIONS:

Do not attend the event if:

You are suffering any symptoms of COVID-19.

You have tested positive to COVID-19 in the past 14 days.

You believe that you may have been exposed to COVID-19.

You have been advised or required to self-isolate or quarantine.

If you cannot attend the event do to any of the above please contact WEL prior to the event for a refund of your purchased ticket (excludes booking fee).

If Wonderland Entertainment and Leisure requires cancelling tickets and/or the event due to COVID-19 related issues you will be refunded your purchase (excluding booking fee).

You may be questioned upon your arrival from staff regarding COVID-19 and if you are suffering any symptoms.

You must sanitise your hand upon entry and maintain good hand hygiene during your visit.

Wonderland Entertainment and Leisure will collect contact details for each patron that creates a booking (either electronically or manually upon entry) for the purpose of contact tracing.

You must maintain social distance during your visit with all patrons and staff (excluding the members of your household).

You must follow staff advise and instructions throughout your visit.

WEL will not be responsible for any claim or liability if you acquire COVID-19 as a result of your attendance.

In the case that a patron at the event is suspected or confirmed of contracting COVID-19 your contact information may be used for contact tracing and potentially given to a third party for this reason.