

TICKETING TERMS AND CONDITIONS

Before proceeding with your purchase, please read these Terms and Conditions carefully. You must not purchase a ticket unless you agree with these Terms and Conditions.

References to "PEC" in these Terms and Conditions are to the ticketing agency wholly owned by the Proserpine Entertainment Centre (PEC) Which is a registered business unit of Whitsunday Regional Council: ABN 63 291 580 128.

TICKETING TERMS & CONDITIONS OF ENTRY

IMPORTANT: Please read the following additional ticketing terms and conditions, prior to purchasing your tickets. Purchasing a ticket is deemed automatic acceptance of these terms and conditions.

PURCHASING TICKETS

- Ticket Purchaser has the option to receive tickets either physically or digitally.
- Physical tickets can either be printed at the Box Office or posted (standard mail and Australian addresses only). The PEC is not responsible for incorrectly addressed mail, tickets lost in the post, or late delivery.
- SMS Tickets will be delivered to the Ticket Purchasers mobile phone at time of purchase. The PEC is not responsible for the Ticket Purchaser providing incorrect mobile number.
- Emailed tickets will be issued in a digital PDF format and will be sent to the Ticket Purchaser to their nominated email address; the PEC is not responsible for the Ticket Purchaser providing incorrect email information.
- Depending on the event, tickets may only be available for collection or delivery within 24 hours prior to the event. This information will be displayed and communicated at time of booking.
- Patrons who elect to receive their tickets via SMS or Email must print their tickets or ensure their ticket/s are available on their phones for scanning upon entry into the Auditorium.

AT THE EVENT

- Contactless payment is the PEC's preferred payment method.
- Patrons are advised to use hand sanitiser when entering the Venue (provided at various locations around the Venue) and wash hands frequently.
- Do not enter the Venue if you are feeling unwell with a cough, sore throat, and shortness of breath or a fever. The PEC has the right to refuse entry to any Patron that the PEC reasonably deems a Patron showing these symptoms.
- Patrons must maintain a social distance of 1.5m where possible.
- Patrons agree to follow all reasonable instructions of PEC staff.
- Patrons are responsible for having their ticket/s available on their phone or printed out, with the bar code/s clearly visible for scanning at the door.
- Cloaking facilities are not available at PEC.
- Strollers, Prams and Wheelie Walkers will not be permitted entry into the Auditorium. Parking areas for strollers and prams will be made available on an event-by-event basis. This parking area is not secure, and no valuable items are to remain with the strollers, prams and wheelie walkers.
- Patrons are responsible for their own personal possessions and must not leave bags or possessions unattended at any time.
- Depending on the event, visual searches and bag checks may be used to search Patrons attending the Venue.

Possession of the following items are prohibited:

- All professional recording equipment
- Broadcasting or transmission equipment
- External food and alcohol
- Any type of bags larger than A4 size (15cm x20cm)
- Backpacks of all sizes
- Illegal or illicit substances
- Lasers and laser pointers
- Glo-sticks and other such illuminating objects
- Musical instruments or other noise making device
- Banners, posters, flags or signage over A3 sheet of paper
- Fireworks or flares

- Knives, weapons, scissors and chains
 - Animals (excluding service animals)
 - Any other item deemed by the PEC Manager at their reasonable discretion, to be illegal, unsafe, disruptive or hazardous in any way,
- The PEC Manager reserves the right to refuse admission to, or remove from, the Venue without compensation, any Patron whose conduct is, or is reasonably deemed by the PEC Manager or their agents, to be prohibited, unlawful, dangerous, disorderly or offensive, or who is not entitled to attend that Event – including those who enter a restricted access area or other area of the Venue which is generally not accessible to the general public.
 - Patrons are required to be aware that once inside the Auditorium lighting levels may vary.
 - A Patron shall not transmit or aid in transmitting any description, picture, account or reproduction of an Event without the authorisation of the PEC Manager. If the Patron makes such a transmission, description, picture, account or reproduction of an Event which is subsequently confiscated by the PEC Manager or their agents, it shall become the property of the PEC.
 - The PEC Manager, their agents and licensees may utilise the Patrons image or likeness incidental to any photographic record, live or recorded video display or any other visual or audio transmission or reproduction in whole or in part of the Event.
 - Patrons acknowledge that while the Venue has taken all reasonable health and safety precautions to keep the audience, staff and performers safe, Patrons enter the Venue at their own risk without recourse to claim against the PEC.
 - Refunds may apply to the following circumstances: being a confirmed case of COVID-19; having close contact with a confirmed case of COVID-19 (household); has COVID-19 symptoms, has been tested for COVID-19 and is awaiting test results (and the event falls within the period of awaiting test results). Refunds will be at the sole discretion of the PEC Manager and their decision is final.
 - Remedies do not need to be extended to other members of a group booking if they do not fall within the above criteria.

APPLICATION OF TERMS

1. By purchasing a ticket through the PEC (online, over the phone), through The PEC Box Office, the Ticket Purchaser and Ticker Holders acknowledge and agree to comply with these Terms and Conditions.
2. Tickets are sold or issued by the PEC as an agent for the organisation(s) which are managing, producing, promoting, presenting or otherwise providing the service, event or performance for which the ticket is sold or issued (Presenter). The name of the Presenter and/or the venue to which your ticket relates (Venue) is usually shown on the front of the ticket but is also available from the PEC. The PEC has no control over, or liability for, the performance of the Event by the Presenter. All ticketing complaints and claims, and your legal rights, are as against the Presenter, not the PEC, except where the PEC is at fault or where you have a legal right against the PEC under the Australian Consumer Law.
3. The Venue's conditions of entry are incorporated into these Terms and Conditions and apply to each ticket purchased.
4. These Terms and Conditions incorporate the Live Performance Australia Code of Ticketing Practice – Consumer Code (LPA Code), which sets out a code of conduct for the sale of tickets to live events including consumer rights. You can find the LPA Code here ([link from the PEC ticketing website](#)).
5. Tickets may be subject to additional booking terms, which will be provided prior to purchase. For example, if a ticket is to a timed ticketed exhibition, the ticket will only be valid for the nominated session time. To the extent that there is any inconsistency between the additional booking terms and these Terms and Conditions, these Terms and Conditions will prevail.

TICKET PURCHASES

6. Tickets are only valid if purchased through the PEC online or at the Venue.
7. Ticket sales may be limited. The PEC may cancel or refuse to accept orders that may have exceeded these limits.
8. Ticket proceeds are held in a separate trust account and will be refunded if the Event does not proceed, if required by the LPA Code.
9. Once confirmed, the ticket/s and any transaction fee will not be refunded or exchanged, except as provided for in the LPA Code or as required by law (including the Australian Consumer Law).

10. Bookings are subject to availability.

PRICING AND PAYMENT

11. All prices quoted are in Australian dollars and include GST. A tax invoice is available upon written request to the PEC.
12. Prices are subject to change without notice.
13. A transaction fee may apply to ticket purchases, which will be detailed prior to purchase.
14. The Ticket Purchaser warrants that they have authority to make payment for ticket/s and that they own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the ticket/s.
15. If the amount paid for the ticket/s is incorrect (regardless of whether the error arose due to an advertising error online or otherwise communicated to you, human error or a technical malfunction), the PEC, at the sole discretion of the PEC Manager, may cancel the ticket/s and refund to the Ticket Purchaser the amount paid \ and may offer a replacement ticket/s to at the correct price.

DELIVERY, COLLECTION AND PRINTING OF TICKETS

16. Delivery of ticket/s will only be made upon receipt of full payment. Ticket Purchasers may request delivery of ticket/s to self-print an e-ticket or to collect the ticket/s from the PEC's Box Office. Transaction fees may apply.
17. If you elect to self-print an e-ticket, then:
 - a) in the event that a duplicate copy of this ticket appears, the PEC reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate Ticket Holders will be refused entry to the Venue; and
 - b) the Ticket Holder is responsible for printing the ticket/s and the PEC reserves the right to charge an administration fee if a replacement ticket needs to be issued.
 - c) depending on the event, ticket/s may not be emailed for collection until 24 hours prior to the performance (this information will be provided at the time of purchase).

USER ACCOUNT

18. Prior to purchasing a ticket through the PEC website, Customers may be required to register for a User Account and to nominate an email address and password to create an account. It is the Customer's responsibility to maintain the confidentiality and security of your User Account details (including your password) and not provide it to any other person.
19. The Customer is responsible for their use of the PEC website and all transactions conducted using their User Account. If the Customer becomes aware of any unauthorised use of their User Account, please reset the password immediately and contact the PEC.

LOST OR STOLEN TICKETS

20. In the event that a ticket/s are lost, stolen, misplaced or destroyed, the PEC may charge an administration fee to issue a replacement ticket/s and may require proof of identity and purchase, prior to issuing a replacement ticket.
21. The PEC, at its sole discretion, may not provide replacement ticket/s where ticket/s were for general admission and not allocated seating.

REFUNDS, CANCELLATIONS AND CHANGES

22. The Presenter may add, withdraw or substitute artists (including the opening act/s) or vary advertised programs, performance times, venue, seating arrangements or audience capacity. Ticket/s will not be exchanged or refunded as a result of these changes, except as provided for in the LPA Code or as required by law (including the Australian Consumer Law).
23. If an event is , rescheduled or significantly relocated and provided the PEC receives authorisation from the Presenter, the PEC will reasonably attempt to notify Ticket Holders of the cancellation, rescheduling or relocation. The PEC does not guarantee that Ticket Holders will be informed of such cancellation, rescheduling or relocation prior to the Event. Ticket Holders must ensure that their contact details are correct at the time of purchase.
24. Ticket Purchasers may be entitled at law or under the LPA Code to a refund where an event is cancelled, rescheduled or significantly relocated. To the extent permitted by law (including the Australian Consumer Law), neither the PEC nor the Presenter will reimburse Ticket Purchasers for auxiliary expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by the Ticket

Holder in connection with the Ticket Holders attendance or non-attendance at an event. The PEC recommends that Ticket Holders obtain ticket and/or travel insurance for those expenses.

25. To the extent permitted by law (including the Australian Consumer Law), neither the PEC nor the Presenter are liable to refund the Ticket Purchaser any amount beyond the purchase amount of the ticket/s plus any transaction fee.

25A. If the PEC reasonably forms the view that a ticket/s have been:

1. purchased with a stolen credit card;
2. sold in violation of clause 30 (No Scalping or Other Unauthorised Sales) of these terms; or
3. has been otherwise purchased or acquired fraudulently,

The PEC may cancel the ticket/s.

Where the PEC reasonably forms the view that the ticket/s was purchased with a stolen credit card, the PEC will take reasonable steps to refund the ticket/s price to that credit card unless it is unable to do so (for example, where the credit card has been cancelled). The PEC may request, evidence that the transaction was conducted by a stolen credit card to progress the refund.

NO SCALPING OR OTHER UNAUTHORISED SALES

26. Tickets must not be resold or offered for resale at a premium or packaged, resold or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without the PEC's prior written consent. If a ticket/s is sold or used in contravention of this condition, the ticket/s may be seized or cancelled without refund or exchange and the bearer of the ticket/s may be denied admission.

CHILDREN'S EVENTS AND MINORS

27. Admission and attendance at events and festivals designed for children may be subject to additional conditions of sale and entry. These conditions will be published on the PEC website and at the time of purchase and, if applicable, the Presenter's dedicated website for the event.

28. School and other group tickets are subject to availability and additional conditions may apply. All children over the age of 12 months must have a ticket.

29. All persons under 18 must be accompanied by an adult whilst at the PEC. This includes the bar area and where alcohol is served. Proof of age may be requested by PEC staff. If under the legal drinking age, a Patron shall not attempt to purchase and/or consume any alcohol at the Venue. If of legal drinking age, the Patron shall not consume such quantity of alcohol which would be unlawful. As the Venue is a licensed premises:

- a. Alcoholic beverages must not be taken from the Venue.
- b. No external alcoholic beverages will be permitted entry to the Venue.
- c. Intoxicated and/or disorderly persons will be refused entry or evicted from the Venue.
- d. Alcohol may not be permitted inside the Centre and/or auditorium at some Events.
- e. It is an offence for minors to purchase and/or consume alcohol.
- f. It is an offence to purchase liquor for, or to supply liquor to a minor.

MERCHANDISE

30. Merchandise will not be refunded or exchanged, unless required by law (including the Australian Consumer Law).

PROMOTIONS AND COMPETITIONS

31. If a Ticket Holder has received a ticket/s as a prize, gift, donation or otherwise for no cost, these Terms and Conditions, and the terms and conditions of the relevant promotion or competition (Competition Terms), apply to the Ticket Holder and Ticket.

PRIVACY

32. By purchasing a ticket/s through the PEC, Ticket Holders consent to the collection, use, disclosure and handling of personal information. This may include the disclosure of personal information by the PEC to the Presenter and/or the Venue. If you do not wish for your personal information to be disclosed including photography, please advise the PEC in writing prior to the Event of your Ticket.

VOLUNTARY ASSUMPTION OF RISK

33. You enter the Venue at your own risk.
34. You understand that attendance at any vent and/or the Venue may carry with it certain dangers, including the risk of injury and damage to you or your property.
35. By attending the event and/or the Venue, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Venue. This includes damage or loss caused by the acts or omissions of other ticket holders, visitors, guests, and the employees and agents of the PEC, Venue and the Presenter.

LIMITATION OF LIABILITY

36. To the extent permitted by law (including the Australian Consumer Law), the PEC and the Presenter are not liable to you for any loss, damage, injury, delays, additional expenses or inconvenience arising as a result of your attendance or non-attendance at the Venue and/or the event. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of the PEC and the Presenter is limited to the minimum permitted by law.

GENERAL

37. These Terms and Conditions may be varied at any time deemed necessary. Any variations become effective on the day immediately after their publication on the PEC website and apply to any purchases made after that date.
38. If any part of these Terms and Conditions are held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.
39. These Terms and Conditions are governed by the laws of Queensland, Australia.

TICKETING CODE OF CONDUCT

LIVE PERFORMANCE AUSTRALIA TICKETING CODE OF PRACTICE

Tickets are sold in accordance with the LPA Ticketing Code of Practice which can be accessed online

<http://www.liveperformance.com.au/>