

Terms and Conditions of Sale

When purchasing a ticket through Melbourne Recital Centre's Box Office (in-person, over the phone or online) you agree to the following Terms and Conditions:

1. Ticket refunds are only permitted in line with the Live Performance Australia Code of Practice for the ticketing of Live Entertainment in Australia (liveperformance.com.au) or as otherwise specified by the seller. Ticket exchanges may be permitted under specific conditions, in which case fees may apply.
2. Melbourne Recital Centre reserves the right to retain any fees charged to the extent permitted by law.
3. Melbourne Recital Centre reserves the right to charge a replacement fee for lost or damaged tickets. In cases when seating is not allocated (general admission), Melbourne Recital Centre reserves the right to refuse ticket replacement.
4. Melbourne Recital Centre reserves the right to change advertised programs and their respective content, dates and times, prices, venues, seating arrangements and audience capacities.
5. The right of admission is reserved by Melbourne Recital Centre.
6. Late comers will only be admitted to an event at the discretion of the venue and may be refused entry completely. Refunds or exchanges will not be permitted for late comers who are refused entry.
7. Melbourne Recital Centre reserves the right to record, broadcast or telecast any event.
8. Melbourne Recital Centre prohibits the use of audio and visual recording equipment in all of its venues, unless expressly authorised by the venue.
9. Ticket holders enter the venue at their own risk. To the maximum extent permitted by law, Melbourne Recital Centre will not be responsible for any loss, damage or injury arising from a pre-existing medical condition or breach of these conditions.
10. Melbourne Recital Centre reserves the right to search a person and/or their possessions prior to entering the venue. Refusal to comply may result in non-admittance.
11. Melbourne Recital Centre reserves the right to request that any individual article larger than an A4 sheet of paper be cloaked prior to entering the venue.
12. You must allow adequate time for collection or delivery of tickets. Methods of collection and/or delivery will be available when choosing your collection/delivery details. Adequate time must be allowed for the collection of

tickets on arrival at the venue. Melbourne Recital Centre does not accept responsibility for any delays that may be encountered at the Box Office prior to an event.

13. Ticketholders may be required to produce their ticket(s) as proof of authorised entry at any time.

14. Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and entry to the venue. Failure or refusal to provide valid proof of concession may result in non-admittance.

15. Tickets are only valid if purchased through Melbourne Recital Centre or an authorized agent. Tickets may not, without the prior written consent of Melbourne Recital Centre, be resold or offered for resale at a premium (including via on-line auction sites), nor may they be used for advertising, promotional, or other commercial purposes. Tickets sold or used in breach of this condition may be cancelled without a refund, with the bearer of the ticket being refused admission.

16. By purchasing tickets to a Melbourne Recital Centre event, ticketholders consent to Melbourne Recital Centre or third parties it appoints or approves of photographing, filming and taping them at the venue. Melbourne Recital Centre or such third parties may broadcast, publish, license and use any photographs, film, recordings and images of ticketholders without compensation. Melbourne Recital Centre, such third parties and anyone acquiring from them a right to use the material are not liable to a ticketholder in any way for its use.

17. Melbourne Recital Centre respects the privacy of its patrons and strictly adheres to the principles of the Privacy Act 1988. The Customer Privacy Statement can be viewed on this website, or by contacting Melbourne Recital Centre.

18. When purchasing tickets online you acknowledge that all prices listed on the Melbourne Recital Centre website are in Australian Dollars only. Please note all credit cards will be charged in Australian Dollars.

19. GST will apply to all goods and services supplied through the Melbourne Recital Centre website, including to purchasers outside of Australia. Prices set out on the Melbourne Recital Centre website include GST where applicable.

20. For events delivered online via streaming platforms you are responsible for determining if your device's operating requirements and internet connection can successfully run the stream prior to purchase.

Additional Information: If your order contains a donation

- All donations of \$2 or more are fully tax-deductible. Acknowledgement of your gift and a tax receipt will be sent to you by mail or email. Please allow up to 10 working days for processing of your receipt. Donations of \$1,000 or more will be acknowledged on Melbourne Recital Centre's

Honour Board, online and various printed publications at the discretion of Melbourne Recital Centre.

Delivery Times and Venue Pick Up

- Customers should allow up to 14 days for tickets sent via standard Australia Post to arrive. Postage may take longer during peak periods.
- After they have been dispatched, tickets sent via Express Post within Australia should arrive the following business day, provided the nominated delivery address is located within the Express Post Next Business Day Network. Customers should contact Australia Post for more information on delivery zones. Please note, customers should allow 48-72 hours for their order to be processed before being dispatched. Please note, Melbourne Recital Centre accepts no responsibility for any error or service shortcoming by Australia Post or any other postal provider.
- Customers who have nominated Box Office Collection as a preferred delivery method are able to collect tickets from the Melbourne Recital Centre Box Office during operating hours. The credit card holder is required to sign for and collect tickets and must present the credit card used to make the booking.
- Melbourne Recital Centre offers mailing services to international addresses at the customer's request and cost. Delivery times will vary depending on the delivery service requested and the location of the delivery address. For more information on International mailing services please contact Melbourne Recital Centre Box Office on +61 (0)3 9699 3333 or email boxoffice@melbournerecital.com.au

Pricing and Other Errors

If the amount paid for a ticket is incorrect regardless of whether an error in price is posted on the Melbourne Recital Centre website or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date, or you are able to order a ticket that was not supposed to have been released for sale, Melbourne Recital Centre reserves the right to cancel that ticket (or the order containing the ticket) and refund the total amount paid. If any such refund is paid the Melbourne Recital Centre will not be liable for any other direct, consequential or indirect loss associated with the original transaction. This policy will apply regardless of whether the transaction was a human error or malfunction of this website or other ticketing system.

Refunds, Exchanges and Cancellations

Tickets cannot be refunded or exchanged after purchase except as outlined in the LPA Code of Practice for Event Ticketing or as otherwise specified by Melbourne Recital Centre. To obtain a copy of the LPA Code of Practice, please contact Melbourne Recital Centre or visit liveperformance.com.au

Billing Information Verification

Melbourne Recital Centre will only process an order once billing information has been verified. The supply of incorrect or incomplete billing information may delay or prevent processing and delivery of orders. In these cases, Melbourne Recital Centre will endeavour to contact you using the information you provided at the time of purchase. If Melbourne Recital Centre is unable to reach you after its initial attempt, Melbourne Recital Centre may cancel your order.

For more information on the ticketing of live events in Australia visit liveperformance.com.au

COVID-19 Special Terms and Conditions

Melbourne Recital Centre is committed to the safety of staff, patrons and artists.

To ensure your safety the Centre has adopted special conditions that respond to the global coronavirus (COVID-19) pandemic. Should there be any inconsistency between these special conditions and other published Terms and Conditions, these special terms will apply.

- 1.** The Centre reserves the right to change its procedures and requirements for venue collection of tickets. If venue collection is selected, physical tickets may not be issued for selected performances. Instead of being issued with physical tickets, your name may be checked at the door against details provided by you at the time of booking. In order for you and your party to be admitted into the Centre, you may be required to present the order confirmation number, photo identification and validity of any concession entitlements as a condition of entry.
- 2.** In accordance with health guidelines, the Centre may require transaction payments to be completed using contactless payments. Cash payments may not be accepted for some or all transactions.
- 3.** Due to physical distancing requirements, tickets to events may be sold as unallocated at the time of purchase or the allocation of seating may change. The Centre reserves the right at its discretion to allocate or reallocate seats for you and the members of your party prior to or at the time of the event.
- 4.** You must not attend the Centre or any event if you are required to be in isolation with a COVID-19 diagnosis or have been directed to be in isolation or quarantine because you are close contact with a person with COVID-19, are awaiting COVID-19 test results or if you are experiencing any of symptoms of COVID-19. You must communicate these requirements to all within your party for which you are responsible for purchasing tickets.
- 5.** All visitors must comply with any COVID-19 safety protocols or requirements communicated to you by the Centre (including signage at the venue or floor line markings).

This includes complying with:

- a) Hand hygiene requirements
- b) Physical distancing requirements (including physical spacing requirements while queuing);
- c) Mask and personal protective equipment directives;
- d) Person limits for each space and area; or
- e) Person density/capacity requirements.

You acknowledge that anyone not adhering to these requirements may be in breach of directions issued by the Chief Health Officer for which penalties may apply.

6. You acknowledge that prior or after entry the Centre may be required to collect contact tracing and proof of vaccination information from you and each member of your party when you visit the Centre for any reason. This information includes the first name, phone number and vaccination status of each person that attends the venue including children and infants. You must communicate this requirement to your booking party prior to attending the venue.

7. You agree to provide the Centre with any information we are required to collect for contact tracing purposes and vaccination requirements. The purpose of collecting this information is to assist any contact tracing in the event of an outbreak or potential exposure to someone with COVID-19 at the Centre. You acknowledge that we may disclose contact tracing information to health authorities or as otherwise required or authorised by law. You acknowledge that we may retain the information for 28 days (or such longer period as required by law), after which time it will be deleted or destroyed. While we hold the information, we will take all reasonable steps to keep your contact tracing information secure and free from unauthorised access or use.

8. Without limitation to clauses 9 and 10 of the Terms and Conditions of Sale, you and your booking party may be refused entry or required to leave the Centre or event if you or they:

- a) refuse to comply with any COVID-19 safety protocols or requirements notified to you by the Centre
- b) refuse to comply with any reasonable health and safety directions given by Venue staff
- c) refuse to provide contact tracing information to the Centre on request
- d) refuse to provide proof of vaccination or a valid vaccination exemption
- e) are exhibiting symptoms of COVID-19, as notified to or as assessed by Venue staff. These include: fever, chills or sweats, cough, sore throat, shortness of breath, runny nose or loss of sense of smell
- f) are required to be in isolation as a result of COVID-19 diagnosis or have been directed to be in quarantine because of close contact with a person with COVID-19

In these circumstances, tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

9. We ask that you and each member of your booking party make a reasonable assessment of your health status and refer to the available list of exposure sites before attending our Venue or the event. To avoid doubt, unless required by law, you will not be entitled to a refund if you or a member of your booking party attends our Venue or event despite you exhibiting COVID-19 symptoms and if you or they are then refused entry or asked to leave the Venue or event.

10. We are offering additional flexibility through our refund policy at this time, in response to the uncertainties posed by COVID-19 and to encourage you and the members of your booking party to stay at home if you or they are unwell. You will be entitled to a refund if you, a member of your booking party, or someone whom you or they have been in contact with, exhibits symptoms of COVID-19 after you make your booking and prior to the event. The symptoms of COVID-19 include: fever, chills or sweats, cough, sore throat, shortness of breath, runny nose or loss of sense of smell. You must contact the Centre as soon as possible after displaying symptoms or coming into contact with anyone displaying symptoms. We will not be able to provide a refund if you contact us after the event.

11. You must notify the Centre immediately if you or any member of your booking party develop any symptoms of COVID-19 within 14 days of attending a Venue. Please contact us immediately via melbournerecital.com.au/home/contactus or call us on 03 9699 2228.

12. The Centre supports the State Government's recommendation regarding the use of the Service Victoria app. We encourage you and your party to download and use the App when attending events at the Centre.

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