

BIENNALE OF SYDNEY EVENT TICKET TERMS AND CONDITIONS

Last updated 15 November 2021.

Please note that all sales from 15 November 2021 are sold under the Terms and Conditions outlined below.

The sale of tickets for an Event and attendance at an Event are subject to these Terms and Conditions, our Online Shop Terms and Conditions, our Website Terms of Use and any additional terms and conditions notified at the time of ticket sale. These Terms and Conditions apply to you regardless of whether you are the original purchaser or ticketholder or a subsequent ticketholder. By purchasing or otherwise acquiring a ticket, you agree to these Terms and Conditions. If you purchase or otherwise acquire a ticket for or on behalf of another person, you must inform that person of these Terms and Conditions and ensure that person accepts these Terms and Conditions.

We reserve the right, in our sole and absolute discretion, to modify these Terms and Conditions, by posting an updated version of the Terms and Conditions on our Website. Any variations become effective upon their first publication on our Website and only apply to ticket purchases made after these Terms and Conditions have been varied. [If you have agreed to receive communications from us via email, we will notify you of modifications to the Terms and Conditions via the email address which you gave us to receive email communications from us.]

These Terms and Conditions also apply to tickets issued by other Authorised Ticket Sellers (if any). If an Event is presented by another organisation or held at another person's venue, tickets and attendance may also be subject to the other presenter or venue's terms and conditions.

If you do not understand these Terms and Conditions or if you have any questions, please contact us on [+61 2 8484 8700] or email us at art@biennaleofsydney.com.au, and one of our representatives will be happy to assist you.

YOU SHOULD BE AWARE OF SEVERAL KEY TERMS

These Terms and Conditions, including any additional terms, our Website Terms of Use and our Online Shop Terms and Conditions, form the agreement between you and Biennale of Sydney. The Terms and Conditions apply to the sale of tickets for an Event and your attendance at an Event. In this summary we outline some of the key terms that apply to you. This summary is designed to assist you by disclosing certain terms that affect you. However, it is not a substitute for reading and understanding the Terms and Conditions and it does not amend the Terms and Conditions. Please contact us if you have any questions.

Limitations of our liability

Our liability to you and certain third parties is limited under the Terms and Conditions. These limitations of liability generally apply where the Loss or liability:

- is caused by any delay encountered at entry to an Event, as a result of us or the venue manager making enquiries into the validity of a ticket or any other admission-related matters;
- is as a result of you not being admitted to an Event or being removed from an Event by us pursuant to the Terms and Conditions, including because of your failure to comply with any public health order or other COVID-19-related requirements; and
- is suffered or incurred by you or a third party in connection with your attendance or non-attendance at an Event, including if the Event is cancelled, rescheduled or relocated.

To the maximum extent permitted by law (including the Australian Consumer Law), we will not be liable for any Loss, damage, expense or injury to the extent arising from your wilful, reckless or negligent acts or omissions, any pre-existing medical condition, your breach of these Terms and Conditions, the cancellation of your tickets due to your breach of these Terms and Conditions, or your reliance on reviews and opinions about Events and performers.

Under the Australian Consumer Law (and similar legislation of Australian states and territories including the application of the Australian Consumer Law), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**). The operation of the Consumer Guarantees cannot be, and are not in these Terms and Conditions, excluded, restricted or modified.

To the maximum extent permitted by law, we exclude from these Terms and Conditions all representations,

guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this exclusion to be void).

Your liability

You acknowledge that attendance at an Event may carry with it certain dangers (including the risk of injury and damage to you or your property) and you agree that you attend an Event at your own risk.

You agree to compensate us for any damage, loss, liability or injury we may suffer as a result of your wilful, reckless or negligent acts or omissions at an Event.

You acknowledge and agree that tickets must not, without our prior consent, be resold or offered for resale for a profit and that, notwithstanding anything else in these Terms and Conditions, the resale of tickets in certain circumstances is subject to ticket sales legislation and may attract penalties (including criminal penalties).

Privacy

We reserve the right to record, photograph, broadcast and/or telecast any Event and you consent to us doing so. You consent to the editing, reproducing and communicating by us, or permitted by us, of any image or recording taken of you, and anyone for whom you are responsible, while on the premises, in whole or part to the public in any place and in all media. We are not obliged to provide or reproduce to you any such image or recording.

1. Definitions

Australian Consumer Law has the meaning given in section 4 of the *Competition and Consumer Act 2010* (Cth), as amended, replaced or superseded from time to time.

Authorised Ticket Seller means Biennale of Sydney or a person authorised by us to supply tickets to an Event.

Auxiliary Expenses include, but are not limited to, the cost of travel, car-parking, child-care and accommodation.

Biennale of Sydney means Biennale of Sydney Ltd ABN 74 001 614 384 (and **we, us** and **our** have corresponding meanings).

Consumer has the meaning given to that term by section 3 of the Australian Consumer Law.

Consumer Guarantees has the meaning given to it in clause 12(a).

COVID-19 Entry Requirements has the meaning given to it in clause 5(a).

Event means a performance, program, talk, activation or any other event arranged or presented by Biennale of Sydney or for which we sell tickets.

Loss means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and **Losses** has a corresponding meaning.

Maximum Ticket Limit has the meaning given to it in clause 2(f)

Online Shop Terms and Conditions means the terms and conditions which apply to the ordering, purchase and delivery of products, including Event tickets, available for sale on our Online Shop (available at [www.biennaleofsydney.art/shop/] or any replacement web page from time to time).

Privacy Policy means our privacy policy, as amended from time to time and published on the Website accessible using the address <https://www.biennaleofsydney.art/legal-privacy/> (or any replacement web page from time to time).

You means the person seeking to purchase or acquire a ticket to an Event, the person holding a ticket to an Event and the person seeking to attend an Event.

Website means the Biennale of Sydney website accessible at <https://www.biennaleofsydney.art/>.

Website Terms of Use means the terms and conditions which apply to the general use of the Biennale of Sydney website (available at <https://www.biennaleofsydney.art/legal-privacy/> or any replacement web page from time to time).

2. Ticket prices, delivery and limits

- (a) All ticket prices displayed are quoted in Australian dollars and where applicable, are inclusive of GST (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) and all other government taxes unless stated otherwise.
- (b) All ticket prices are subject to change at our sole and absolute discretion without notice to you. However, you will only pay the price for the ticket(s) which are identified at the time of your purchase.
- (c) You must allow adequate time for collection or delivery of tickets. Methods of collection and/or delivery will be available when selecting your collection/delivery details. In the interest of minimising ticket scalping, we may change your delivery method to ['venue collection'] at our discretion.
- (d) Where concessions are applicable, suitable and valid identification must be provided.
- (e) Transaction and third party fees may apply to your ticket purchase. You will be notified of all applicable fees prior to finalising your purchase.
- (f) We may impose a limit on the number of tickets you are able to purchase for one or more Events (**Maximum Ticket Limit**). We may refuse to accept orders which exceed the Maximum Ticket Limit. Tickets purchased in excess of a Maximum Ticket Limit may be cancelled without notice to you.
- (g) If the amount you pay for a ticket to an Event is incorrect for any reason (including due to a human error or a technical malfunction), we may:
 - i. cancel that ticket (and we will give you notice of such cancellation as soon as reasonably possible after you purchase the ticket, before the commencement of the Event);
 - ii. refund the amount that you paid; and
 - iii. subject to ticket availability, offer a replacement ticket to you at the correct price.

For clarity, if there are no replacement tickets available or if you do not accept the revised price, you will receive a full refund for the amount that you paid for the relevant ticket.

- 3. A tax deduction is not available in respect of any amount paid in connection with the purchase of tickets to events held by the Biennale of Sydney, other than qualifying fundraising events. You may be entitled to a tax deduction for purchasing tickets to attend qualifying fundraising events held by the Biennale of Sydney in certain circumstances. We will advise you whether any part of the amount paid to purchase tickets is tax deductible and if so, how much is deductible.

4. Admission to Events

- (a) You must hold a valid ticket to attend an Event. We may refuse admission or remove any ticket holder from an Event venue for any reason at our discretion, including where:
 - i. you cannot produce a valid ticket for the Event;
 - ii. you produce a ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions or any additional terms and conditions notified at the time of ticket sale (including our Website Terms of Use and our Online Shop Terms and Conditions);
 - iii. you do not produce proof of your concession entitlement, together with suitable and valid identification, where a concession ticket has been purchased;
 - iv. you have in your possession and/or refuse to surrender to the Event venue manager's staff any prohibited object or article;
 - v. you are intoxicated, under the influence of illicit drugs or inappropriately attired;
 - vi. you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of performers, other Event attendees or any other persons, including as a result of intoxication;
 - vii. you behave in a manner that unreasonably interferes with other attendees' enjoyment of the Event;
 - viii. you otherwise breach these Terms and Conditions or any additional terms and conditions

notified at the time of ticket sale (including the Website Terms of Use and the Online Shop Terms and Conditions), or fail to follow the reasonable directions of the Event venue manager's staff; or

- ix. you refuse to remain in the area or seat designated on your ticket.
- (b) Late arrivals may not be given access to the Event unless there is a suitable or convenient break in the program. Seating may be relocated as a result of late entry.
- (c) To the maximum extent permitted by law, we exclude all responsibility and liability arising as a result of:
 - i. any delays that may be encountered at entry to an Event as a result of us making enquiries into the validity of a ticket or any other admission-related matters; and
 - ii. you not being admitted to an Event or being removed from an Event by us pursuant to this clause 3.

5. COVID-19 Entry Requirements

- (a) Your attendance at any Event is conditional on your compliance with any and all Government directions, orders and regulations (including public health orders) which are relevant to attending events such as the Event and which are in place at the time of the Event. In addition, you must comply with the following COVID-19 entry requirements before being admitted to an Event (**COVID-19 Entry Requirements**).
- (b) We reserve the right to refuse to admit you to an Event, and the right to remove you from the Event, if you do not comply with the requirements of clause 5(a) (including compliance with the COVID-19 Entry Requirements).
- (c) To the maximum extent permitted by law, we exclude all responsibility and liability arising as a result of you not being admitted to an Event or being removed from an Event because of your failure to comply with the requirements of clause 5(a) (including compliance with the COVID-19 Entry Requirements).

6. Venue requirements

- (a) Your mobile phone must be turned off or to flight mode upon entry to avoid disruption to the Event. Despite the foregoing, depending on the nature of the Event, you may not be permitted to take into the Event, or use, cameras or other photographic or recording equipment (including mobile phones).
- (b) To help ensure the safety and security of Events, your person, bags and personal belongings may be subject to a visual search.
- (c) Umbrellas, prams, backpacks, larger bags and other items that may be hazardous or restrict the movement of other attendees to the Event may not be permitted into the Event venue or may be required to be cloaked, depending on the nature of the Event.
- (d) Food and drink are not allowed in spaces that contain artworks, unless otherwise specified. Other items that are prohibited inside an Event venue or performance space may include glass bottles, offensive signs or clothing, laser pointers and any other items that could present a safety hazard to others or interfere with the Event. You will be notified if other items are prohibited for particular Events.
- (e) You are responsible for your personal possessions such as bags, wallets, mobile phones and other items you carry with you. It is your responsibility to collect any cloaked items after the Event.
- (f) You should make your own further inquiries before deciding whether an Event is suitable for you to attend.

7. Changes

- (a) While we will endeavour to keep you informed about any changes to an Event, we may amend Event details with little or no notice to you. For example, artists or other participants may be added, withdrawn or substituted.
- (b) We may vary seating arrangements, including for operational and security reasons, at our sole

discretion without prior notice to you.

- (c) At times, during the course of selling tickets to an Event, we may alter the price of tickets on sale in response to varying levels of consumer demand. Such alterations do not affect the terms and conditions applying to tickets purchased before the price change and do not entitle you to claim a refund on your ticket price or the difference between your ticket price and the newly adjusted ticket price or request an exchange of tickets purchased prior to the price change.
- (d) At times, during the course of selling tickets to an Event, we may release additional seats (for example, when final stage dimensions are known or in response to demand) or additional dates for presentation of the Event. Such alterations do not affect the terms and conditions applying to tickets purchased before the release of additional seats or dates and do not entitle you to claim a refund for tickets or an exchange of tickets purchased prior to the release of additional seats or dates.

8. Resale restrictions and scalping

- (a) We are the only Authorised Ticket Seller for Events, unless otherwise specified on our Website for specific Events. If you purchase tickets from an unauthorised seller, you acknowledge that you risk that these tickets are false, void or have previously been cancelled and that you may be refused admission to the relevant Event. We strongly recommend you only purchase tickets from an Authorised Ticket Seller.
- (b) Tickets must not, without our prior written consent (which may be subject to additional conditions), be:
 - ii. resold, or be offered for resale, for a profit (including via online resale or auction sites);
 - iii. used for advertising, promotion or other commercial purposes (including competitions and trade promotions); or
 - iv. used to increase the demand for goods or services.
- (c) If a ticket is resold or offered for resale, or otherwise used, in breach of clause 8(b), we may cancel that ticket without a refund (in which case we will aim to give you as much notice as reasonably possible) and the bearer of the ticket may be refused admission.
- (d) Notwithstanding anything else in these Terms and Conditions, the resale of tickets in certain circumstances is subject to ticket sales legislation and may attract penalties (including criminal penalties).

9. Refunds and exchanges

- (a) Tickets cannot be refunded or exchanged after purchase, except as outlined in these Terms and Conditions or otherwise as required by law (including the Australian Consumer Law and applicable state and territory consumer laws).
- (b) The original purchaser of a ticket is entitled to a refund or exchange (as applicable) if the relevant Event is cancelled or rescheduled before the Event, or is significantly relocated, or if we are unable to hold, host or deliver the Event in question. For clarity, for each ticket, the amount of the refund will be limited to the amount for which that ticket was purchased (including any fees or charges).
- (c) Proof of purchase may be required for any refund or exchange. You must apply for a refund within one week of the scheduled event date]. Unless otherwise expressly specified (including under clause 11) refunds or exchanges will not be offered due to a change in your personal circumstances.
- (d) Any refund payable for a ticket will be made to the original purchaser of that ticket. Refunds will not be issued for tickets purchased from a reseller or an unauthorised seller. If you are not the original purchaser because you bought your ticket from a reseller, there is no guarantee that any refund provided to the original purchaser will be passed on to you.
- (e) We may cancel a ticket to an Event if we reasonably consider that the ticket was purchased fraudulently. Refunds will not be issued for tickets which have been cancelled due to fraud or a breach of these Terms and Conditions.
- (f) Unless required by law (including the Australian Consumer Law), we will not be liable for any

Losses or Auxiliary Expenses suffered or incurred by you or a third party in connection with your attendance or non-attendance at an Event, including if the Event is cancelled, rescheduled or relocated. You should consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements associated with attendance at an Event. You may also wish to consider taking out insurance to cover for any Losses in connection with the Event or its cancellation, rescheduling or relocation.

10. Lost tickets

It is your responsibility to keep your ticket(s) safe. We may refund or replace lost, stolen or missing tickets at our sole discretion and fees may apply.

11. COVID-19 measures

- (a) The original purchaser of a ticket is entitled to a full refund if the relevant Event is cancelled because the Commonwealth or State Government extends or amends existing COVID-19 restrictions (including any applicable public health orders and similar directions).
- (b) The original purchaser of a ticket is entitled to a full refund where they advise us, within 48 hours of an Event, that they are unable to attend the Event due to them:
 - i. being required to isolate or quarantine (and the Event falls within the isolation/quarantine period);
 - ii. receiving a positive COVID-19 result or otherwise being diagnosed with COVID-19;
 - iii. presenting with flu like or COVID-19 symptoms prior to the Event;
 - iv. having been in close contact with anyone who has tested positive to COVID-19 or who is displaying COVID-19 symptoms; or
 - v. having been tested for COVID-19 and awaiting results (and the Event falls within the period of awaiting test results).
- (c) The refund provisions provided in paragraphs (a) and (b) above will not apply in the case that the relevant circumstances were known to you prior to the ticket purchase. Subject to applicable privacy laws, we reserve the right to require the supply of reasonable evidence before processing a refund under this clause 11.
- (d) We may decide, in our sole discretion, to change the format of an Event (including, for example to hold the Event online) as a result of the implementation of COVID-19 restrictions. We will give you as much notice as reasonably possible of any changes made under this clause 11(d) (including notifying you of any refunds to be made in connection with the change).

12. Consumer Guarantees

- (a) Under the Australian Consumer Law (and similar legislation of Australian states and territories including the application of the Australian Consumer Law), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**).
- (b) The operation of the Consumer Guarantees cannot be, and are not in these Terms and Conditions, excluded, restricted or modified.

13. Liability

- (a) Our liability to you in relation to tickets is limited to the obligations specified in these Terms and Conditions and our obligations under applicable laws (including the Australian Consumer Law).
- (b) You acknowledge that attendance at an Event may carry with it certain dangers, including the risk of injury and damage to you or your property and you agree that you attend an Event at your own risk.
- (c) To the maximum extent permitted by law, we exclude from these Terms and Conditions all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void).
- (d) Ticket holders enter Event venues at their own risk. To the maximum extent permitted by law

(including the Australian Consumer Law), we will not be liable for any Loss, damage, expense or injury to the extent arising from your wilful, reckless or negligent acts or omissions, any pre-existing medical condition, your breach of these Terms and Conditions, the cancellation of your tickets due to your breach of these Terms and Conditions, or your reliance on reviews and opinions about Events and performers.

- (e) You agree to compensate us for any damage, loss, liability or injury we may suffer as a result of your wilful, reckless or negligent acts or omissions at an Event.

14. Photographs, recordings and privacy

- (a) Closed circuit television (CCTV) cameras may be used at Venues.
- (b) We reserve the right to record, photograph, broadcast and/or telecast any Event and you consent to us doing so. You consent to the editing, reproducing and communicating by us, or permitted by us, of any image or recording taken of you, and anyone for whom you are responsible, while on the premises, in whole or part to the public in any place and in all media. We are not obliged to provide or reproduce to you any such image or recording.
- (c) By purchasing a ticket for an Event, you consent to the collection, use, disclosure and handling of your personal information as detailed in these Terms and Conditions, the Online Shop Terms and Conditions and our Privacy Policy.
- (d) Our Privacy Policy explains more about the types of personal information we usually collect and how we handle your personal information, as well as how you can request access to and correct the personal information we hold about you, how you can complain about our handling of your personal information and how we deal with complaints.

15. Interpretation

To the extent there is any inconsistency between any of the terms in the following documents:

- (a) these Terms and Conditions;
- (b) the Online Shop Terms and Conditions; and
- (c) the Website Terms of Use,

the terms in the document listed first from paragraphs (a) to (c) above will prevail to the extent of the inconsistency.

16. General

- (a) **Severability** – If any part of these Terms and Conditions is found to be void, invalid, unlawful or unenforceable, that provision is deemed to be ineffective only to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions. The remaining Terms and Conditions remain in force and constitute a binding agreement between you and Biennale of Sydney.
- (b) **Relationship between the parties** – Nothing in these Terms and Conditions constitutes the parties as partners or joint venturers or agents for the other party or give rise to any other form of fiduciary relationship between the parties.
- (c) **No waiver** – We do not waive a right, power or remedy in connection with these Terms and Conditions if we fail to exercise or delay in exercising the right, power or remedy. Without limiting our rights under these Terms and Conditions or at law, we reserve the right to enforce these Terms and Conditions if you have purchased a ticket to an Event in contravention of these Terms and Conditions.
- (d) **Entire agreement** – These Terms and Conditions, including the Website Terms of Use, the Online Shop Terms and Conditions, the Privacy Policy and any other additional terms which may be applicable at different stages of purchase of tickets or attendance of Events, contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is deemed superseded by these Terms and Conditions and has no further effect.
- (e) **Force majeure** – To the extent permitted by applicable law and subject to clause 12 Biennale of Sydney will not be liable to you for any failure to fulfil, or delay in fulfilling, its obligations caused by

circumstances outside of its reasonable control.

- (f) **Governing law** – These Terms and Conditions are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and the courts having appeal from them.
- (g) **Dispute resolution** – If you have any issue arising out of these Terms and Conditions or in relation to purchasing of tickets or attendance of Events, you agree to notify us in writing and use reasonable endeavours to resolve the matter through discussions or correspondence with us before commencing any court or tribunal proceedings.

17. Feedback

We value your feedback, both positive and negative. You can provide your comments by completing our contact form art@biennaleofsydney.com.au.