

TERMS & CONDITIONS – Amplify Tributes at the Arboretum

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TICKETING TERMS AND CONDITIONS

Thank you for taking the time to read the following conditions of ticket sale. Before proceeding with your purchase, please read these Terms and Conditions carefully, you will have accepted the following conditions of sale.

These are the Terms and Conditions as they apply to the use of National Arboretum Canberra. By purchasing tickets to this event Amplify Tributes at the Arboretum, you agree to be bound by these Terms and Conditions.

The National Arboretum Canberra utilises the Australian online platform Sticky Tickets for event ticketing. **Please see here for more information about Sticky Tickets.**

In these Terms and Conditions, “Venue”, “Promoter”, “Presenter” and “National Arboretum Canberra” and “NAC” means the National Arboretum Canberra, as part of the Chief Minister, Treasury and Economic Development Directorate of ACT Government.

COVID-19 ADDITIONAL TICKET TERMS

The following additional terms will apply to each person who holds a ticket for the event, including the person who has made the relevant booking, and each guest:

This event will be delivered as a COVID Smart event. COVID Smart behaviours are everyone’s responsibility. Individuals are responsible for protecting themselves and each other by:

- » Staying home if you are unwell and getting tested for COVID-19
- » Remaining up to date with vaccinations
- » Wearing a face mask when in public, when practising physical distancing is difficult
- » Practising good hand and respiratory hygiene
- » Practising physical distancing in public places
- i. Refunds are not provided to ticket holders, unless the Presenter cancels the event.
- ii. National Arboretum Canberra or the ACT Government will not be responsible for any claim or liability if you acquire COVID-19 as a result of your attendance at the event.
- iii. If tickets are cancelled by the Presenter for any reason in connection with COVID-19, you will be entitled to a refund of the ticket price.

APPLICATION OF TERMS

1. By purchasing a ticket, you acknowledge and agree to comply with these Terms and Conditions.
2. Tickets are sold or issued by the presenter are managing, producing, promoting, presenting or otherwise providing the service, event or performance for which the ticket is sold or issued.
3. Conditions of entry are incorporated into these Terms and Conditions and apply to your ticket.

CONDITIONS OF ENTRY

- » Entry is at own risk. The right to refuse entry is reserved.
- » Strictly non-smoking site.
- » The venue shall not be held liable for any loss, injury or damages sustained entering or within the premises.
- » All persons, bags and containers are subject to a full search at entry to ensure the safety of patrons.
- » Prohibited items will be confiscated except illegal drugs, which will be handed over to police.
- » If you are found intoxicated or involved in illicit drug use on premise you will be ejected immediately from the event, with no refund of ticket
- » Remember to bring your ticket and ID.
- » The Presenter reserves the right to refuse entry to any patron without appropriate identification.
- » The only forms of valid photo ID that will be accepted are; Current Australian Driver’s Licence, Current Passport, Current state issued photo or Proof of Age card.
- » This concert is an all ages event.
- » You will not be able to purchase or consume alcohol unless you have valid photo ID and are of legal age.
- » Food and beverages may not be brought onto site and must be purchased at the event.
- » In the case of an emergency evacuation or situation, patrons are to follow official directives.
- » As members of the audience, ticket-holders consent to being included in photos, sound and live audio recordings that can be used by the Presenter or Presenter approved media outlets for promotion of the event.

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- » Lost property will be held as a courtesy for two days post event. After this time lost property will be gifted to local charities.
- » The Presenter accepts no responsibility for the loss or damage of any personal property at the event. This is an outdoor event, ticket holders required to dress appropriately for the seasonal weather.
- » The event will proceed in all weather conditions, including rain, cold, heat etc until the Presenter deems it unsafe to proceed.
- » Patrons are asked to respect the site's built environment and living collection assets- including turf, trees gardens and forests.
- » Children and minors under 18 years of age are the responsibility of an adult carer at all times.
- » This is an outdoor event and will proceed in all weather conditions- please dress appropriately for weather conditions.

PROHIBITED/BANNED ITEMS

- » Food, BYO Alcoholic beverages, full or partly full bottles of water or soft drink etc
- » Glass or breakable containers
- » Cans or metal containers
- » Chairs (folding, portable, camping)
- » Tents, sun shades, marquees, folding tables
- » Knives, guns or other dangerous weapons including potential missiles
- » Any other items considered illegal or dangerous
- » Video and audio recording devices including Go Pros (other than mobile phones)
- » Professional still cameras (small still cameras are allowed)
- » Strictly no animals (with the exception of service or assistance animals, such as guide dogs)
- » Skateboards, scooters, rollerblades or bicycles
- » Balls
- » Drones
- » Umbrellas
- » Illicit drugs
- » Eskies
- » Flares or fireworks
- » Laser pointers

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

5. Tickets are only valid if purchased through the National Arboretum Canberra ticketing website (Sticky Tickets) or supplied directly by National Arboretum Canberra.
6. Ticket sales may be limited to a specified number of tickets. National Arboretum Canberra may cancel or refuse to accept orders which it believes are placed in excess of any such limits.
7. Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as required by law (including Australian Consumer Law).
8. If you have purchased concession tickets you are required to present a valid proof of entitlement and photo ID on entry at the venue.
9. Bookings are subject to availability.

PRICING AND PAYMENT

10. All prices quoted are in Australian dollars and include GST. Your ticket is a tax invoice. Depending upon your payment method, the transaction details on your statement will vary.
11. Prices are subject to change without notice.
12. A transaction fee may apply to your ticket purchase. The amount of this fee can vary depending on the event and you will be notified of the applicable fee prior to purchase.
13. A booking fee applies to all tickets.
14. You warrant that you have the authority to make payment for your ticket and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the ticket.

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15. If the amount you pay for your ticket 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 Presenter may cancel the ticket and refund to you the amount that you paid and may offer a replacement ticket to you at the correct price.

DELIVERY, COLLECTION AND PRINTING OF TICKETS

16. Delivery of online tickets will only be made upon receipt of full payment. Please keep your ticket email confirmation with QR code for scanning at the door.
17. If you elect to self-print an e-ticket, then:
- in the event that a duplicate copy of this ticket appears, the Presenter reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the Venue; and
 - you are responsible for printing the ticket the Presenter reserves the right to charge an administration fee if a replacement ticket needs to be issued.
 - Event Parking Permits must be printed and displayed on dashboard for entry to the site. If the parking permit is not clearly displayed on the vehicle dashboard you will not be able to park onsite.

LOST OR STOLEN TICKETS

18. Where tickets are lost, stolen, misplaced or destroyed, the Presenter may charge an administration fee to issue replacement tickets and may require proof of identity and purchase, prior to issuing a replacement ticket.
19. National Arboretum Canberra may not provide replacement tickets where tickets are for general admission rather than VIP tickets.

REFUNDS, CANCELLATIONS AND CHANGES

20. Refunds are not provided in any circumstance, unless the Presenter cancels the event where a full refund and booking fee will be reimbursed. This is an outdoor event and will proceed in all weather conditions. 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. Tickets will not be exchanged or refunded as a result of these changes, except as required by the Australian Consumer Law.
21. If an event is cancelled, rescheduled or significantly relocated the Presenter will attempt to notify ticket holders of the cancellation, rescheduling or relocation. However, the Presenter does not guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event.
22. You may be entitled at law to a refund where an event is cancelled, rescheduled or significantly relocated. To the extent permitted the Australian Consumer Law, neither National Arboretum Canberra nor the ACT Government will reimburse you for auxiliary expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by you in connection with your attendance or non-attendance at an event. National Arboretum Canberra recommends that you obtain ticket and/or travel insurance for those expenses.
23. To the extent permitted by the Australian Consumer Law, neither National Arboretum Canberra nor the ACT Government are liable to refund to you any amount beyond the face value of the ticket plus any transaction fee.

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NO SCALPING OR OTHER UNAUTHORISED SALES

24. 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 National Arboretum Canberra's prior written consent. If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.

GROUPS AND MINORS

25. Group tickets are subject to availability and additional conditions may apply.
26. All persons under 18 must be accompanied by an adult whilst at the Venue. This includes in all bars areas and dining rooms where alcohol is served. Proof of age may be required by the Venue.

PROMOTIONS AND COMPETITIONS

28. If you received your ticket 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 your use of the ticket.
29. Where additional elements were included in your prize package, such as hotel accommodation, merchandise or travel arrangements, such additional elements are subject to the Competition Terms and may be subject to additional terms and conditions of the provider of such additional elements (for example, an airline for travel arrangements).
30. Where accommodation and/or travel arrangements are included in your prize, the Presenter recommends that you purchase comprehensive travel insurance.
31. Tickets received as a prize, gift, donation or otherwise for no cost cannot be exchanged or transferred without National Arboretum Canberra's written consent.

National Arboretum Canberra reserves the right to refuse exchange or transfer of said tickets.

PRIVACY

32. By purchasing a ticket through Sticky Tickets, you consent to the collection, use, disclosure and handling of your personal information relevant to the administration of this event. This may include the disclosure of your personal information by Sticky Tickets to the Presenter and/or the Venue. Your details will not be passed onto a third party.
- » ACT Government is collecting information in accordance with the Information Privacy ACT 2014, for the purposes of processing event patron ticket purchases and communication. Your personal information will not be disclosed without your written consent, unless required by law. A copy of the privacy law is available at www.cmd.act.gov/legal/privacy.
 - » Photos of the event including patrons may be used by the Presenter on social media, websites or other promotional material printed or online.

VOLUNTARY ASSUMPTION OF RISK

33. You enter the Venue at your own risk.
34. You understand that attendance at any event 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 ticketholders, visitors, guests, and the employees and agents of the Venue and the Presenter.

LIMITATION OF LIABILITY

36. To the extent permitted by law (including the Australian Consumer Law), National Arboretum Canberra 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

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and/or the event. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of the Presenter is limited to the minimum permitted by law.

LINKED WEBSITES

37. This website may contain links to other websites (“linked websites”). National Arboretum Canberra takes no responsibility for the content of, or privacy practices associated with, linked websites.
38. National Arboretum Canberra’s links with external websites should not be construed as an endorsement, approval or recommendation by National Arboretum Canberra of the owners or operators of those linked websites, or of anything referred to or contained on those linked websites.

SECURITY OF INFORMATION

39. The National Arboretum Canberra takes every reasonable measure to ensure the security of data transmitted via this website.
40. Whilst National Arboretum Canberra strives to protect such information, no data transmission over the internet can be guaranteed as totally secure and National Arboretum Canberra does not warrant the security of any information which you transmit to it. Accordingly, any information which you transmit to the National Arboretum Canberra is transmitted at your own risk. Nevertheless, once the National Arboretum Canberra receives your transmission, it will take reasonable steps to preserve the security of such information.
41. Whilst the National Arboretum Canberra has no reason to believe that any information contained on this website is inaccurate, it does not warrant the accuracy, adequacy or completeness of such information, nor does it undertake to keep this website updated. Performance details are subject to change without prior notice.

42. Disclaimer: To the maximum extent permitted by law, National Arboretum Canberra excludes liability for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of this website or any linked website; or arising out of your use of, or reliance on, information contained on or accessed through this website, or arising from any virus or other forms of internet attacks such as worms, malware, botnets and Trojans which might be transmitted or activated via the National Arboretum Canberra site or your access to it.
43. This disclaimer does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

GENERAL

44. These Terms and Conditions may be varied at any time. Any variations become effective on the day immediately after their publication on the National Arboretum Canberra website and apply to any purchases made after that date.
45. If any part of these Terms and Conditions is 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.
46. These Terms and Conditions are governed by the laws in force in the Australian Capital Territory Australia.

Requests and inquiries can be directed to:

National Arboretum Canberra
arboretum@act.gov.au
02 6207 8484