

## EVENT TICKETS: TERMS & CONDITIONS

As of 5<sup>th</sup> July 2018

### OPERATION OF THESE TERMS AND CONDITIONS:

1. The following terms and conditions govern your purchase of event movie tickets ("Tickets") for The Backlot Studios film sessions and other events ("Events") by you ("You") from The Backlot Studios Pty Ltd ABN 607 1978 2991 and attendance at Events by You.
2. By purchasing or acquiring Tickets, consuming any goods or services supplied by The Backlot Studios or attending an Event, You agree to be bound by these terms and conditions.
3. A reference herein to "You" includes a reference to any person granted attendance to an Event, whether or not such person has purchased or acquired a Ticket or was the original purchaser of a Ticket that was subsequently transferred to that person.

### TERMS OF SALE OF TICKETS:

4. Tickets can be purchased via The Backlot Studios website [www.thebacklotstudios.com/melbourne](http://www.thebacklotstudios.com/melbourne) ("Website") for programmed films and can be presented:
  - o by You presenting Your smart phone to the usher at The Backlot Studios, where the ticket has been emailed to You and the Ticket is displayed on Your smart phone.
  - o by You printing the Ticket at home and presenting the Ticket print-out to the usher at The Backlot Studios.
5. All information displayed on the Website, on a Ticket or on any other media produced by The Backlot Studios is correct at time of publication and is subject to change at any time without notice.
6. A Payment Processing & Administration Fee of \$1.50 (inclusive of GST) shall apply to each Ticket purchase through the Website via Visa or MasterCard credit card.
7. All Tickets and products are priced in Australian dollars and Ticket prices are inclusive of GST unless stated otherwise.
8. Tickets are valid only for the session time or session times for which the Tickets are purchased and can only be used once.
9. Tickets are transferable and may be on-sold by you privately at the same or lesser price as the value of the Ticket. Tickets must not be re-sold or offered for re-sale on third party websites such as eBay, Gumtree or other online auctioning or marketing websites, at a premium or used for advertising, promotional or other purposes. A breach of these conditions may result in The Backlot Studios cancelling Your Ticket(s) without refund, refusing to sell Tickets or supply goods or services to you in the future or refusal of admission to The Backlot Studios.
10. If You wish to transfer your Ticket to a third party (whether or not in accordance with these terms and conditions) then You must ensure that such person has read and agrees to be bound by these terms and conditions as though he or she was You. Further, You hereby guarantee to The Backlot Studios that such person or any other person to whom such Ticket might subsequently be on-transferred (a "Ticket holder") shall abide by these terms and conditions and You hereby indemnify The Backlot Studios for any and all loss, cost (including legal costs on an indemnity basis) or damage that The Backlot Studios suffers or incurs as a result of any breach by a Ticket holder of these terms and conditions.
11. All Ticket sales are final. Other than as required by law, refunds and exchanges are at the discretion of The Backlot Studios and will not be given for lost Tickets, inadvertently booking the wrong session or if you change Your mind. Refunds will not be given for a cancellation or termination although, The Backlot Studios may (in its discretion) issue you a voucher for the face value of the Ticket to be redeemed.
12. Should an event be cancelled or rescheduled, The Backlot Studios will make reasonable endeavours to inform You via email and a voucher will be issued to You for another session of the same value as the face value of Your Ticket.

13. The Backlot Studios reserves the right to vary the terms of sale of Tickets and supply of goods and services at any time. Variations become effective upon posting on the Website ("Website"). By making a purchase through this site after the terms and conditions have been varied you agree to be bound by such variation.
14. Film distribution companies on an ad hoc basis distribute "in season tickets" which can be redeemed gratis at a cinema or drive-in locations playing that particular film. The Backlot Studios does not permit the redemption of film distributor's "in season tickets".

#### **CONDITIONS OF ENTRY:**

15. At the point of entry to The Backlot Studios, the information printed on the Ticket presented must match Your full name as specified in the booking history for the Ticket. You may be asked to present a current matching driver's license, "Proof of Age" card or passport that verifies this information.
16. Any other personal information that The Backlot Studios collects in relation to You will be maintained in accordance with The Backlot Studios privacy policy.
17. You acknowledge that by purchasing a Ticket and/or attending a film session, You and/or Your guests do so at Your and their own risk and that You and your guests are not, to the best of your knowledge, suffering from a condition which would prevent and/or render You or Your guests unfit to participate in the Event. You voluntarily assume the risk for You and Your guests of injury, property damage or loss while attending The Backlot Studios. You agree to take all reasonable measures to protect Yourself and Your guests from all risks of participation at The Backlot Studios.
18. When attending The Backlot Studios, You must ensure that Your guests:
  - o at all times behave in a polite and responsible manner, take all care, exercise good judgment, dispose of your rubbish in the receptacles provided and not do anything that might interfere with the performance of the film session, the enjoyment of other patrons or cause any property loss or damage; and
  - o at all times promptly comply with the lawful directions of The Backlot Studios staff and authorised representatives, all signage at the private cinema and any dress code decided by The Backlot Studios event; and exit sessions quietly and with respect to neighbours.

The Backlot Studios reserves the right to refuse entry or eject You or Your guests from a film session or future sessions without refund if You or your guests do not comply with these conditions:

19. You must not, and must ensure that Your guests do not, bring any alcohol into The Backlot Studios. You may be ejected from the private cinema.
20. You and Your guests must not bring any glass (such as glass bottles or containers) into The Backlot Studios. You may be refused entry.
21. The Backlot Studios reserves the right to refuse You or Your guests entry or eject You or Your guests from a film session if (in the opinion of The Backlot Studios) You or any of your guests are intoxicated or under the influence of illicit substances.
22. You are responsible for all property that You or your guests bring to the event. The Backlot Studios accepts no responsibility for any loss or damage to Your or Your guests' property.
23. You hereby indemnify The Backlot Studios, it's staff and representatives for any and all loss, cost (including legal costs on an indemnity basis) or damage that The Backlot Studios or it's staff or representatives suffer or incur as a result of any breach by You or Your guests of these terms and conditions.
24. Except as strictly required by law, The Backlot Studios will not under any circumstances be liable or responsible to You or Your guests for any damage or loss (including consequential loss), whether arising in tort, contract, bailment, or otherwise. All risk, injury, loss or damage to person or property (including Your guests' persons or property) is at Your own risk.
25. All food & beverage from The Backlot Studios can be purchased with cash or credit or debit card. Acceptable credit cards are MasterCard and Visa. We do not accept AMEX.
26. The Backlot Studios suggests neat casual attire at all times, including footwear.
27. The Backlot Studios have dedicated car bays onsite. There is also ample street and public parking available in the surrounding area. Car park is not available on Sunday.

#### **ANTI-PIRACY:**

The Backlot Studios is strictly against piracy of all content and takes these matters very seriously. If anyone is seen to be pirating material at The Backlot Studios location they will be liable to the law.

Our private cinema staff will be patrolling the cinema and anyone caught using cameras on any devices to record the cinema screen(s) or audio track will be immediately reported to the Victorian Police and The Australian Federation Against Copyright Theft (AFACT)

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The Backlot Studios will also reserve the right to evict any persons for being directly or indirectly involved in such matters.

Please assist our fight against piracy and immediately report any suspicious activity to The Backlot Studios staff.

**FOR FURTHER INFORMATION:**

Australian Screen Association - <http://www.screenassociation.com.au/>

Australian Copyright Council - [www.copyright.org.au](http://www.copyright.org.au)

Screenrights - [www.screenrights.org](http://www.screenrights.org)

IP Awareness Foundation – [www.ipawareness.com.au](http://www.ipawareness.com.au)

Australasian Legal Information Institute - [www.austlii.edu.au](http://www.austlii.edu.au)

Attorney-General's Department - [www.ag.gov.au](http://www.ag.gov.au)

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