

CABFEST '22

Cabfest '22 Events at Judith Wright Arts Centre TICKETING TERMS AND CONDITIONS POLICY

1. PURPOSE

Before proceeding with your purchase, please read these Terms and Conditions carefully. By proceeding with the purchase, you will have accepted the following conditions of sale. You must not purchase a ticket unless you agree with these Terms and Conditions.

References to "Cabfest '22" in these Terms and Conditions is to the organisation Brisbane Cabaret Festival Ltd (business name: Queensland Cabaret Festival) ABN37106610431 of PO Box 237, Moorooka, QLD 4105.

2. SCOPE AND RELATED DOCUMENTS

Cabfest '22' ticketing policies are governed by the Live Performance Australia [Ticketing Code of Practice](#) ('LPA Code') and the relevant Australian Consumer Law ('ACL'). This Policy applies to all tickets purchased from Cabfest '22 through Trybooking.com for only events occurring within the venue Judith Wright Arts Centre.

3. RELEVANT LEGISLATION

This Policy has been implemented with consideration to the following relevant legislation:

- *Competition and Consumer Act 2021* (Cth); and
- *Fair Trading Act 1989* (Qld).

Nothing in this Policy excludes or restricts any rights or remedies a Consumer may have under the Consumer Laws.

4. WHO THIS POLICY APPLIES TO

This Policy applies to all tickets purchased from Cabfest '22 through Trybooking.com for all events occurring within Cabfest '22' Venues, or events where ticketing is managed by Cabfest '22.

5. APPLICATION OF TERMS AND CONDITIONS

- 5.1. By purchasing a ticket, you acknowledge and agree to comply with these Terms and Conditions. By attending an event, you agree to Cabfest '22' Conditions of Entry. If purchasing on behalf of someone else you undertake the responsibility to inform them of these terms.
- 5.2. Cabfest '22 complies with the LPA Ticketing Code of Practice. These Terms and Conditions incorporate the LPA 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 Consumer Code of Practice [here](#).

- 5.3. The procedure regarding Ticketing Complaints and Dispute Resolution is outlined in Annexure 1.
- 5.4. The Venue's Conditions of Entry are incorporated into these Terms and Conditions and apply to your ticket.
- 5.5. Your ticket may be subject to additional booking terms, which will be notified to you prior to purchase. To the extent where there are inconsistencies between the additional booking terms and these Terms and Conditions, these Terms and Conditions will prevail.
- 5.6. 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.
- 5.7. These Terms and Conditions are governed by the laws in force in Queensland, Australia.

6. VARIATION TO TERM AND CONDITIONS

These Terms and Conditions may be updated at any time. Variations will come into effect immediately after their publication and apply to any purchases made after said publication date.

7. TICKET SALES

- 7.1. Tickets are only valid if purchased through Cabfest '22 and its authorised agent (TryBooking). 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.
- 7.2. Once confirmed, your ticket and any transaction fees will not be refunded or exchanged, except as provided for in the LPA Code or a required by law (including the Australian Consumer Law).
- 7.3. Bookings are subject to availability.
- 7.4. School and other group tickets are subject to availability and additional conditions may apply.
- 7.5. Cabfest '22 may impose a maximum ticket limit to all types of Event bookings. Cabfest '22 may refuse to accept orders or cancel without notice any orders which we believe are placed in excess of any such limits.
- 7.6. Tickets must not be resold at a premium, packaged with other goods or services, offered as a prize or otherwise used for advertising, promotional or commercial purposes (including competitions) without prior written permission from Cabfest '22. Tickets may be cancelled, or orders may be refused in situations which Cabfest '22 deems are in breach of this condition, and the bearer of the ticket may be refused admission to the ticketed event.
- 7.7. Ticket proceeds are held in trust until the final settlement of event/season and will be refunded if the event/season does not proceed, if required by the LPA Code.
- 7.8. Concession priced tickets are available at the discretion of Cabfest '22 and/or the Presenter, and proof of eligibility of concession must be presented to Cabfest '22 staff upon request. Unless otherwise stated eligible concessions include:
 - A child aged 10 years and under;
 - Seniors holding a valid government-issued Seniors Card;
 - Pensioners holding a Centrelink Pension Card or Veterans Affairs Repatriation Health Care Card; and
 - Full-time students with a valid student ID Card

- Select industry groups as determined by Cabfest '22, including but not limited to Media, Entertainment and Arts Alliance ('MEAA') Members.
- 7.9. Where concession tickets are purchased you must provide the applicable, suitable and valid documentation at the time of booking, if requested. Failure to provide valid documentation will result in an upgrade fee on that ticket. Full or partial refunds are not available if you become eligible for a concession after you have booked.
- 7.10. Tickets for Customers with mobility difficulties and Companion Card holders are only available for purchase by contacting Cabfest '22 during office hours. Customers admitted via a Companion Card ticket must be able to be wholly responsible for the needs of the accompanying Customer.

8. PRICING AND PAYMENT

- 8.1. All prices are quoted in Australian dollars and do not attract GST unless stated otherwise.
- 8.2. A transaction fee may apply to your ticket purchase. You will be notified of all applicable fees prior to purchase.
- 8.3. Refunds or partial refunds will not be given as a result of a special offer or the non-use of applicable discounts prior to completing the ticket purchase. Discounts or promotions cannot be retroactively applied to completed purchases.
- 8.4. Cabfest '22 has the right to vary ticket prices, venue, advertised programs or audience capacities without notice with reasonable cause.
- 8.5. 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), Cabfest '22 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.
- 8.6. 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.

9. DELIVERY OF TICKETS

- 9.1. All Tickets are e-Tickets unless otherwise specified and will only be delivered to your nominated email address upon receipt of full payment.
- 9.2. Customers that do not receive their e-Tickets or confirmation of booking via email are required to contact Cabfest '22 to confirm the booking was successful and to have the issue rectified. Cabfest '22 takes no responsibility for incomplete purchases that have not received a booking reference number, where the Customer has made no attempt to confirm the order.
- 9.3. In the event that a duplicate copy of the Ticket appears, Cabfest '22 reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate Ticket holders will be refused entry to the Venue.

10. CONDITIONS OF ENTRY

- 10.1. Attendance at the event and the right of admission is reserved by Cabfest '22.
- 10.2. The use of photographic or recording devices of any kind (including mobile phones) is not permitted, unless otherwise expressly permitted. Cabfest '22 reserve the right to request the deletion of any unauthorised photos or videos. Bags and possessions may be inspected prior to admission, and/or may be refused entry into the Venue.
- 10.3. You may be refused entry or required to leave the Venue if you do not comply with the Venue's Conditions of Entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).
- 10.4. Entry to the Venue cannot be guaranteed if you arrive later than the advertised performance start time, and re-admittance cannot be guaranteed if you leave mid-event.

The Venue reserves the right to delay re-admittance to the event until a suitable time and in an appropriate manner to minimise disturbance caused. This may include sitting in designated seating closest to the entry and forfeiting pre-reserved seats.

- 10.5. Cabfest '22 will endeavour to disclose content advisories regarding language, adult themes, special effects, strobe effects, and nudity to audience members prior to the production as provided by Presenters. Presenters remain liable for providing comprehensive and accurate information and any claim is made against the Presenter.
- 10.6. Food may not be consumed in the Venue, unless supplied by Cabfest '22 or as part of an authorised catered event.
- 10.7. All guests agree to abide by all social health protocols and directives as mandated at the time of the Event, including but not limited to mask wearing, contact tracing, social distancing and mandated vaccination. Anyone not abiding with these directives or instructions provided by Venue staff may be asked to leave the Venue immediately, without refund or further recourse.

11. REFUNDS, EXCHANGES, CANCELLATIONS AND CHANGES

- 11.1. Once confirmed, your Ticket and any transaction fee will not be refunded or exchanged, except as provided for in the LPA Code of Practice or as required by law (including the Australian Consumer Law).
- 11.2. If an event is cancelled, rescheduled or significantly relocated, Cabfest '22 will attempt to notify ticket holders of such. While Cabfest '22 will take all reasonable endeavours to inform customers of changes, Cabfest '22 does not guarantee that the ticket holder will become informed prior to the event.
- 11.3. Exchanges from one event date/time to another date/time of the same event are at Cabfest '22' discretion. Exchanges from one event to a different event are not permitted under any circumstances.
- 11.4. In the event of a performance/event cancellation, a refund (less transaction fees) will be provided to the original Ticket purchaser. Customers may be at risk of no refund if the purchase was made from an unauthorised seller.
- 11.5. Cabfest '22, at its discretion, may offer partial refunds, full refunds and/or exchanges, even when not required under the LPA Code of Practice or under Consumer Guarantees under the ACL. Cabfest '22 may not be able to offer such discretionary offerings where the Ticket has been sold on behalf of a Presenter.
- 11.6. To the extent permitted by Law (including the Australian Consumer Law), neither Cabfest '22 nor the Presenter are liable to refund to you any amount beyond the face value of the Ticket.

12. REFUND, CANCELLATIONS AND CHANGES (DUE TO INTERVENING CIRCUMSTANCES)

- 12.1. In this instance, an 'Intervening Circumstance' is defined as:
 - An act, default, omission of or a representation made by a person other than Cabfest '22 including an agent of Cabfest '22; or
 - A cause outside of human control which occurs after the time when a Ticket is sold. This may include an act of God, state of emergency (e.g. bushfires or floods), public health emergency (e.g. pandemics), travel warnings (e.g. travel restrictions or advice to not travel) and government directives (e.g. forced venue closures or mass gatherings restrictions).

- 12.2. Where an event has been cancelled, rescheduled or significantly relocated due to Intervening Circumstances, the Consumer Guarantee provisions of the Australian Consumer Law are impacted. In these circumstances, Cabfest '22 will be guided by the LPA Ticketing Code.

13. MERCHANDISE

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

14. PROMOTIONS AND COMPETITIONS

- 14.1. 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.
- 14.2. Tickets received as a prize, gift, donation or otherwise for no cost cannot be exchanged or transferred without Cabfest '22' written consent. Cabfest '22 reserves the right to refuse exchange or transfer of said tickets.

15. PRIVACY

By purchasing a ticket through Cabfest '22, you consent to the collection, use, disclosure and handling of your personal information as governed by the *Information Privacy Act 2009* (Qld) and the *Privacy Act 1988* (Cth), and the Information Privacy Principles established under these Acts. This may include the disclosure of your personal information by Cabfest '22 to the Presenter and/or the Venue where the Venue is not operated by Cabfest '22.

16. VOLUNTARY ASSUMPTION OF RISK

- 16.1. You enter the Venue at your own risk. 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.
- 16.2. 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 acts or omissions of other ticketholders, visitors, guests, and the employees and agents of Cabfest '22, Venue and the Presenter.

17. LIMITATION OF LIABILITY

To the extent permitted by law (including the Australian Consumer Law), Cabfest '22 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. This includes any cloakroom service provided by the venue. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of Cabfest '22 is limited to the minimum permitted by law.

18. ADDITIONAL TERMS AND CONDITIONS DUE TO INTERVENING CIRCUMSTANCES (COVID-19)

18.1. General

- 18.1.1. The following additional Terms and Conditions will apply to each person who holds a ticket for the event, including the person who has made the relevant booking, and each guest.
- 18.1.2. By purchasing tickets to an Event, you agree to provide your contact details (full name, phone number and email or residential address) for the purpose of contact tracing. Contact tracing details, along with seating allocations, will be kept by

Cabfest '22 for 56 days from the day of your Event. You acknowledge that we may be required by law to provide your contact tracing details to public health authorities on request. This information will only be shared with the relevant health authorities if required and will not be used for promotional purposes. If you do not provide valid details for contact tracing Cabfest '22 reserves the right to refuse admission.

- 18.1.3. Upon arrival at the Venue all ticket holders, except minors, agree to use the Check In Qld app to provide contact tracing details, abide by all social distancing, health protocols and instructions from Venue staff. Anyone not abiding with these directives may be asked to leave the Venue immediately, without refund or further recourse.
- 18.1.4. The capacity of the Venue may require to be altered or nature of the event due to restrictions on mass gatherings or other directives. Cabfest '22 reserves the right to revoke tickets in order to meet such directives and requirements. If a ticket is revoked, the ticket holder will be eligible for a remedy as outlined below. Customers have no further claim against Cabfest '22 as a result of actions taken in accordance to directives provided by local authorities.
- 18.1.5. Customers must not attend if they have COVID-19 related symptoms, have been in close contact with a person who is COVID-19 positive, have travelled overseas or to a declared COVID-19 hotspot in the past 14 days, are COVID-19 positive, or required to self-isolate and the event falls within the isolation period.
- 18.1.6. Neither the Presenter nor Cabfest '22 will be responsible for any claim or liability if you acquire COVID-19 as a result of your attendance at the event.

18.2. Remedy

- 18.2.1. Cabfest '22 encourages ticket holders who are feeling unwell with COVID-19 symptoms to notify Cabfest '22 via phone or email as soon as possible prior to the Event.
- 18.2.2. In these Additional Terms and Conditions Due to Public Health Directives, the term remedy refers to at least one of the following:
 - Exchange: a ticket is exchanged for the same Event on a different date, where availability permits. Exchanges to a different Event are not possible;
 - Refund: the price paid for the ticket (less transaction fee) is returned to the ticket purchaser, via the original payment method); or
 - Donate: the ticket purchaser donates the ticket cost back to Cabfest '22 as a tax-deductible gift.
- 18.2.3. Cabfest '22 will provide a remedy if a ticket holder:
 - Is required to self-isolate or quarantine (and the Event falls within the isolation / quarantine period) due to:
 - Being a confirmed case of COVID-19;
 - Having close contact with a confirmed case of COVID-19;
 - Living in or having been in a hot-spot within Australia (as declared by local authorities); or
 - Having returned from overseas;
 - 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);
 - Is unable to attend due to border closures; or
 - Is in a high-risk category or are caring for/living with a person who is in a high-risk category for COVID-19.
- 18.2.4. How to request a remedy:
 - Remedy requests relating to Additional Terms and Conditions Due to Public Health Directives must be received by Cabfest '22 no later than three (3) hours before the Event start time.

- To arrange requests relating to Additional Terms and Conditions Due to Public Health Directives you must either phone Cabfest '22 and speak to a team member or leave a voicemail/email including your name, contact number, Event date and remedy reasoning. You will not be eligible for a remedy if you contact us after the Event date and start time.

19. CHANGES TO THIS POLICY

Cabfest '22 maintains its right to amend this Policy at any time.

If further information or clarification is required regarding the content of this Policy, please contact the Cabfest '22 office via info@queenslandcabaretfestival.com.au.

20. REVIEW DETAILS

This Policy was adopted by Cabfest '22 Ltd on 23 November

2021. This Policy was last updated on 23 November 2021.

ANNEXURE 1: TICKETING COMPLAINTS AND DISPUTES RESOLUTION PROCEDURE

1. PURPOSE

Cabfest '22 seeks to maintain and enhance our reputation of providing high quality services and experiences. We value feedback as it assists us to improve our operations and services. Cabfest '22 is committed to being responsive to the needs and concerns of our customers and potential customers and to resolving complaints as quickly as possible.

Cabfest '22' complaints handling policies and procedures are governed by the Live Performance Australia Ticketing Code of practice ('LPA Code') and the relevant Australian Consumer Law.

2. DEFINITION OF A 'COMPLIANT'

In this procedure and the corresponding Policy, a *complaint* means an expression of dissatisfaction by a customer relating to services and experience provided by Cabfest '22.

3. FORMULATING A COMPLAINT

If a customer or potential customer is dissatisfied with a service or experience provided by Cabfest '22, they should submit a complaint in the following way.

3.1. Prior to an Event

If the incident giving rise to a complaint occurs prior to the Event, complainants should lodge their complaint with Cabfest '22 by contacting info@queenslandcabaretfestival.com.au in a timely manner and, in any event, before the Event.

3.2. During an Event

Customers wishing to make a complaint during the event should lodge their complaint with the Front of House Supervisor or Venue Manager. The Front of House Supervisor or Venue Manager should make all reasonable attempts to rectify the problem. If the problem cannot be rectified, the Front of House Supervisor or Venue Manager may, at their discretion, offer the customer a full or partial refund or give the customer the option to attend at another day/time of the same event (where space permits). If this occurs, the customer is not entitled to attend the remainder of the event for which the refund or exchange is given, and the customer's details and complaint should be recorded and passed onto the Cabfest '22 employee managing ticketing for resolution on the next business day.

3.3. Subsequent to an Event

Customer's wishing to make a complaint subsequent to the Event should do so to Cabfest '22 within five working days of the Event by emailing info@queenslandcabaretfestival.com.au

4. HANDLING COMPLAINTS

Cabfest '22 aims to resolve complaints at the first point of contact, however, in cases where this is not possible a more formal complaint process will be followed.

Upon receiving a complaint, the following steps should be taken by staff:

- Listen to the Customer - thank the Customer for bringing the matter to your attention and apologise for any inconvenience. Cabfest '22 commits to dealing with Complaints fairly and

reasonably having regard to all the circumstances and to always manage Complaints in a polite and courteous manner.

- Record details of the complaint and desired response - go through the complaint in detail to understand exactly what the problem is. Ask the Customer what response they are seeking. Record these details so they can be passed onto relevant staff for reference.
- Refer to the LPA Code to determine appropriate resolution for the complaint.
- Advise the Customer of how the complaint will be resolved according to the LPA Code, ensuring the Customers is aware of their rights under the LPA Consumer Code. A written response to the Complainant will be provided by Cabfest '22 where the Complaint has been made in writing.

When a resolution cannot be reached within the first point of contact, the following steps should be taken in addition to the above:

- Record details of any steps already taken to attempt to resolve the complaint.
- Record details of any conversations the Customer may have had with Cabfest '22 that maybe relevant to the complaint.
- Request copies of any documentation which supports the complaint.
- Acknowledge receipt of the complaint in writing.
- Send all details and correspondence to relevant management for review and/or investigation.
- Advise the Customer of the outcome of their complaint and any actions that have been taken in writing.

21. TIMEFRAME

Cabfest '22 is committed to resolving Complaints in a timely manner and will take all reasonable endeavours to resolve such Complaints. Complaints will be addressed during office hours of Cabfest '22, being Monday – Friday 9am – 5pm. Cabfest '22 endeavours to respond to Complaints the next business day after the Complaint is received, however this is not guaranteed.

22. UNRESOLVED COMPLAINT / UNSATISFACTORY COMPLAINT RESOLUTION

22.1. Options Available to the Complainant

If a Complainant is unsuccessful in resolving a Complaint through Cabfest '22' Complaints handling procedures or if the Complainant believes that Cabfest '22 has breached the Code, then the Complainant may refer the Complaint to the LPA Complaints Officer, who will deal with the Complaint in accordance with the Code and the LPA Complaints Handling and Dispute Resolution Policy.

22.2. Options Available to Cabfest '22

In the event that the Complaint cannot be settled between Cabfest '22 and the Complainant, Cabfest '22 may report the Complaint to the LPA Complaints Officer. If the Complaint is reported to the LPA Complaints Officer and is subsequently resolved or withdrawn, Cabfest '22 must inform the LPA Complaints Officer as soon as is reasonable and practical.

Live Performance Australia
Complaints Officer
complaints@liveperformance.com.au
(03) 8614 2000

23. REPORTING

Cabfest '22 commits to maintaining a register of the number and type of Complaints received, how they were resolved and the time taken to resolve them, and report this information to the LPA Code Receiver on request.

24. CHANGES TO THIS POLICY

Cabfest '22 maintains its right to amend this procedure at any time.

If further information or clarification is required regarding the content of this Policy, please contact the Cabfest '22 office via info@queenslandcabaretfestival.com.au.

25. REVIEW DETAILS

This procedure was adopted by Cabfest '22 Ltd on 23 November

2021. This procedure was last updated on 23 November 2021.