

GLADSTONE ENTERTAINMENT CONVENTION CENTRE
TERMS AND CONDITIONS

“GECC” means Gladstone Regional Council trading as Gladstone Entertainment Convention Centre

TICKET CONDITIONS

By purchasing a ticket for a performance, concert or event (“Event”) you acknowledge and agree to comply with the following terms and conditions and the conditions of entry to venue:

1. Agent for Presenter

- 1.1 GECC provides venue and ticketing services as agent for the organisation, promoter or person responsible for holding the relevant Event (“the Presenter”).
- 1.2 Each ticket is sold subject to any additional terms and conditions of the Presenter for the particular Event.
- 1.3 GECC has no control over, or liability for, the performance by the Presenter. Except as otherwise specified in these conditions or otherwise required under consumer protection laws, all claims in respect to tickets or Events are the sole responsibility of the Presenter and GECC has no liability to you.

2. Tickets

- 2.1 Tickets are only valid if purchased through GECC, and entry to an Event will be refused if the ticket has not been purchased through GECC.
- 2.2 Entry to an Event may be refused if the authenticity or validity of a ticket is, in GECC’s reasonable opinion, questionable including for example because the ticket has been damaged or defaced.
- 2.3 Ticket sales may be limited to a specified number and GECC may cancel or refuse to accept orders that are placed in excess of such limits. Bookings are subject to availability.
- 2.4 You are responsible for having your ticket/s available either in hard copy form or on your phone for scanning at the door.
- 2.5 Persons presenting a ticket purchased with concession must produce the relevant concession card or student ID with the ticket prior to admission to the Venue.
- 2.6 For age limited events photographic ID with proof of age (eg drivers licence or student card) must be presented on request by GECC personnel.
- 2.7 GECC is a member Live Performance Australia (LPA) and abides by the LPA Code of Ticketing Practice – Consumer Code
 - <https://liveperformance.com.au/wp-content/uploads/2020/11/LPA-Ticketing-Code-Consumer-Code-8th-edition-FINAL.pdf>

3. Pricing and Payment

- 3.1 All prices quoted are in Australian dollars and include GST.
- 3.2 Prices are subject to change without notice.
- 3.3 Tickets purchased on line or by credit card will be subject to credit card charge as disclosed when booking.
- 3.4 You warrant that you have the authority to make payment for your ticket and that you have the authority to use the credit card or other payment facility used to purchase the ticket.

4. Changes and Reservations

- 4.1 GECC reserves the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements and audience capacity.
- 4.2 In the event of Covid-19 or other pandemic restrictions being imposed by Queensland Government GECC reserves the right to seat you and other ticketholders, whose tickets were purchased by you, separately in order to comply with any social distancing requirements.

4.3 GECC reserves the right to cancel any tickets issued as a result of any system or human error subject to issuing a full refund for the price paid.

5. **Refunds**

5.1 GECC will provide ticket refunds when legally required and as required by the LPA Code of Ticketing Practice – Consumer Code.

5.2 Any other refunds will be at the discretion of GECC and subject to timely application supported by written reasons and supporting documentary evidence eg medical report.

5.3 For tickets paid by credit card, GECC will take all reasonable steps to refund the ticket price to that credit card unless unable to do so (eg if credit card cancelled).

5.4 If GECC becomes aware that a ticket has been purchased with a stolen credit card, GECC may cancel the ticket and take all reasonable steps to refund the ticket price to that credit card unless unable to do so (eg if credit card cancelled).

5.5 To the extent permitted by law, GECC's liability in respect to cancellation or delay of any performance or event is limited to the refund of the ticket price and any associated fee. GECC will not be responsible for any associated expenses like travel or accommodation costs, car parking or childcare costs or other consequential loss claimed by you in connection with your attendance or non-attendance at an event.

6. **Lost or Stolen Tickets**

6.1 If a ticket is reported lost or stolen GECC may in its discretion reprint the ticket at the Venue subject to production of proof of purchase and photographic ID.

6.2 GECC retains discretion in respect to issuing replacement tickets where for general admission rather than allocated seating.

7. **Restrictions on Resale**

7.1 Tickets may not, without the prior written consent of GECC and the Presenter be:

- (1) resold or offered for resale at a premium (including via on-line auction or other unauthorised resale site); or
- (2) used for advertising, promotion or other commercial purposes (including competitions and trade promotions).

7.2 If a ticket is sold or used in breach of clause 7.1, the ticket may be cancelled without refund or exchange and the ticket holder may be refused admission.

8. **Privacy**

8.1 By purchasing a ticket you consent to the collection, use, disclosure and handling of your personal information in accordance with Gladstone Regional Council's Privacy Policy www.gladstone.qld.gov.au/privacy which may include the disclosure of your personal information to the Presenter.

9. **General**

9.1 These terms and conditions may be varied at any time and any variations become effective on publication of the amended conditions on the GECC website.

9.2 If any provision of these terms and conditions is invalid or unenforceable, that provision will as far as possible be read down to the extent necessary for it to be valid or enforceable but, if it cannot be read down, it will severed from the terms and conditions and the remaining provisions will remain in full force and effect.

9.3 These terms and conditions are governed by the laws of Queensland.

CONDITIONS OF ENTRY TO VENUE

1. Acceptance

- 1.1 By entering the Gladstone Entertainment Convention Centre ("the Venue") all patrons agree to be bound by these Conditions of Entry.
- 1.2 You may be refused entry to the Venue or removed from the Venue if you do not comply with the conditions of entry.

2. Prohibited Conduct

- 2.1 You must not exhibit or engage in any Prohibited Conduct at any time while in the Venue. GECC personnel may direct you to leave the Venue if you do not comply and will not be required to pay any refund or compensation.

2.2 Prohibited Conduct includes:

- (1) the use of photographic or recording devices of any kind except with the prior written approval of GECC;
- (2) conduct or behaviour which:
 - (a) threatens or endangers the health or safety of GECC personnel, a patron or other visitor to the Venue;
 - (b) is violent, aggressive
 - (c) is disorderly or disruptive;
 - (d) creates a disturbance or public nuisance;
 - (e) causes or may cause damage to the Venue or any property of GECC or a patron or visitor to the Venue;
 - (f) interferes with or distracts the artists, performers or crew;
 - (g) interferes with or detracts from other patron's enjoyment of a performance or event;
- (3) the use of offensive or racist language
- (4) being unduly intoxicated or affected by a prohibited substance;
- (5) smoking or vaping other than in designated smoking areas;
- (6) entry to any restricted area; and
- (7) refusal to comply with a reasonable direction of GECC personnel and/or refusal to comply with a Queensland Health direction relating to COVID19 or other pandemic.

3. Dress Code

- 3.1 Shoes and shirts must be worn at all times.

4. Prohibited and Unattended Items

4.1 You must not bring any of the following items into the Venue:

- (1) alcohol or illicit substances;
- (2) any weapon or any dangerous or hazardous item of any kind;
- (3) any animal other than a guide, hearing or assistance dog under the *Guide Hearing and Assistance Dogs Act 2009*;
- (4) any glass bottles or glasses;
- (5) balloons or confetti;
- (6) scooters, skateboards or bicycles;
- (7) food or beverages purchased outside the Venue other than bottled water;
- (8) any item which may:
 - (a) pose a hazard or nuisance to patrons;
 - (b) present a risk to the health or safety of any person.

- 4.2 You consent to the inspection of your bags or other personal possessions prior to admission to the Venue.
- 4.3 Oversized items like prams may need to be left outside the performance area and umbrellas may be left in bins at the booking office. Items are left at the owner's risk and GECC takes no responsibility for any items being damaged or going missing or being collected by another patron in error.
- 4.4 In the event of your failure to comply with any of conditions 4.1 to 4.3, GECC may at its discretion:
- (1) refuse you entry to the Venue;
 - (2) direct you to leave the Venue; or
 - (3) confiscate the item and store it at your risk until you vacate the Venue.
- 4.5 You must not leave any items in the Venue unattended. Any unattended items may be placed by GECC personnel with lost property.
- 5. Mobile Devices**
- 5.1 You must turn off and keep turned off all mobile devices during any performance including:
- (1) mobile telephones and smart watches;
 - (2) paging devices.
- 5.2 If you are observed seeking to record any part of a performance without consent, you must delete the recording immediately on direction by GECC personnel.
- 6. Late arrival**
- 6.1 If you have not been seated for the performance at the commencement of the performance or event you:
- (1) will not be permitted to enter the performance location until an appropriate break in the performance or event; and
 - (2) may be seated in a seat other than that designated on your ticket in accordance with the direction of GECC personnel.
- 7. Minors**
- 7.1 Persons under the age of 14 ("Minor") must be accompanied by an adult at all times while in the Venue.
- 7.2 GECC does not accept responsibility for unaccompanied Minors in the Venue.
- 7.3 If a Minor is found by GECC personnel to be unaccompanied GECC personnel may:
- (1) contact the parent or guardian as advised by the Minor; or
 - (2) contact Gladstone Police so may collect the Minor and return to parents or guardian.
- 8. Risk and Indemnity**
- 8.1 You enter the venue at your own risk
- 8.2 You agree in the event:
- (1) you require first aid to a suitably qualified first aid officer administering first aid;
 - (2) of medical emergency to GECC calling an ambulance for you.
- 8.3 You indemnify and hold harmless GECC and GECC personnel against:
- (1) all damage and loss (including property damage, personal injury and economic and consequential loss) sustained by you, directly or indirectly, as a result of or in connection with you attendance at the Venue, except to the extent caused by the deliberate act or negligence of GECC personnel; and

(2) all damage and loss (including property damage, personal injury and economic and consequential loss) sustained by any other person as a result of your deliberate act or negligence or your failure to comply with the conditions of entry.

9. **Personal Information**

9.1 You may be observed and/or recorded by closed circuit television cameras while present at the Venue.

9.2 GECC may create records of events and activities taking place at the Venue for reporting, archival and promotional/marketing purposes. These records may include images and/or sound recordings.

9.3 Unless you notify GECC personnel that you do not wish your personal information to be included, you are deemed to consent to any images or recordings containing your personal information or the personal information of your children captured at the Venue being included in any publications, promotional and marketing material, including on websites or social media, and you acknowledge that these sites may be accessed outside Australia and may not be subject to the protection afforded by Australian privacy laws.