

Terms and Conditions

The following are the terms of use 'Terms,' that govern the use of the Echuca Paramount Cinemas & Performing Arts Complex online ticketing web site 'Site.' By using or visiting the 'site', you expressly agree to be bound by the 'terms' and to follow the 'terms' and all applicable laws and regulations governing the 'site'. The Echuca Paramount Cinemas & Performing Arts Complex reserves the right to change the 'terms.' If you are found to have violated any of the 'terms,' The Echuca Paramount Cinemas & Performing Arts Complex, may terminate your use of the 'site', bar you from future use of the 'site', cancel your ticket order, and/or take appropriate legal action.

Permitted Use of this Site;

The customer, agrees to visit, view and to retain a copy of pages of this 'ite' for personal use, and not duplicate, download, publish, modify or otherwise distribute the material on the 'site' for any purpose other than to review event/production/performance and promotional information, or to purchase tickets or merchandise, unless otherwise specifically authorized in writing by The Echuca Paramount Cinemas & Performing Arts Complex to do so.

The content, software and intellectual property contained on the 'site' is the property of The Echuca Paramount Cinemas & Performing Arts Complex and it's subsidiaries, and as such is protected by Australian and international copyright laws. All legal notices, trade marks and credits within the 'sites' may not be edited or removed without the express permission, in writing, from The Echuca Paramount Cinemas & Performing Arts Complex .

Please do not remove this notice, trade marks, credits or any additional information contained along with the notices, trade marks and credits.

Ticket Purchase Policy

The Echuca Paramount Cinemas & Performing Arts Complex admission types and conditions, are set at the discretion of the event, production or performance promoter and will vary per event, production or performance. Everyone attending an event, production or performance must hold a valid ticket.

- Adult admission terms;

'Adult' tickets apply to anyone who doesn't meet the prerequisites/requirements of any other admission terms. If you are unsure please call the booking office for more information

- 'Infants' admission terms;

A breastfeeding baby in arms (12months or under), to be nursed in a parent's arms at all times will be admitted free of charge to all events, productions or performances

- 'Child' admission terms;

Unless otherwise stated, a child is fourteen years of age and under

- 'Concession' admission terms;

Proof of eligibility of concession must be presented to The Echuca Paramount Cinema & Performing Arts Complex staff upon collection of tickets. Concession availability is at the discretion of the event, production or performance promoter and may vary per event, production or performance. If you are purchasing a concession ticket please have your student or pensioner ID card ready, as you will be required to enter your concession ID in some cases. When attending the event ensure you can present your card on request

- 'Senior' admission terms;

Proof of eligibility of 'Senior' must be presented to The Echuca Paramount Cinema & Performing Arts Complex staff upon collection of tickets. 'Senior' availability is at the

discretion of the event, production or performance promoter and may vary per event, production or performance. If you are purchasing a concession ticket please have your 'Senior' ID card ready, as you will be required to enter your 'Senior' ID in some cases. When attending the event ensure you can present your card on request

- 'Special Access' terms;

Any special seating requirement, such as wheelchair access, hearing difficulties or a requirement for a carer, you will need to contact the booking office

- 'Carers' admission terms;

Are at the discretion of the event, production or performance promoter, for a event, production or performance specific information please contact the booking office

All online purchases will attract a per transaction fee, this fee is set by The Echuca Paramount Cinemas & Performing Arts Complex and will be shown as a separate charge before finalising your purchase. Once you have purchased your tickets you are solely responsible for them.

Refund Policy

As a condition of sale, tickets are sold strictly as no refund, exchange or cancellation once the event, production or performance has begun. If you wish to refund, exchange or cancel your online purchase prior to the event, production or performance you must do so in person at the box office at least one hour prior with valid photographic ID.

Please Note: The online transaction fee is non-refundable

Cancellation or Postponement Policy

If an event, production or performance is cancelled The Echuca Paramount Cinemas & Performing Arts Complex booking office will arrange for a refund of your tickets minus the online transaction fee. Upon the event, production or performance being postponed or moved, the booking office will arrange for your tickets to rescheduled, or for a refund of your tickets minus the online transaction fee.

Please Note: The online transaction fee is non-refundable

Seat Allocation Policy

Online seating allocation is performed by the patron at the time of purchase, using a real-time connection to our ticketing system. This allows you the 'patron' to pick from the best seating available at the time of your purchase, by displaying an interactive seating plan you are able to see what is available, what has been sold or is unavailable and select your preferred seating.

Lost or Stolen Tickets

Please report lost or stolen tickets to the Echuca Paramount Cinemas & Performing Arts Complex box office, as soon as possible. Duplicate tickets will be issued only to the original purchaser with valid photographic ID from the box office at least one hour prior to the event, production or performance. The Echuca Paramount Cinemas & Performing Arts Complex reserves the right to charge an administration fee for any re-issued tickets.

No Reselling

Tickets must not be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promoting or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods and services, either by the original purchaser or any subsequent bearer. If a ticket is sold in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.

Pricing

All prices are subject to change without prior notice until your transaction is processed. All pricing quoted are inclusive of the Goods and Services Tax (GST).

Right of Refusal

The Echuca Paramount Cinemas & Performing Arts Complex may refuse entry to the venue to a consumer include, but are not limited to, any of the following circumstances:

- a) where a Consumer cannot produce a Valid Ticket;
- b) where a concession Consumer cannot produce proof of their concession entitlement where a concession Ticket has been purchased;
- c) where a Consumer produces a Ticket that has been identified by the Presenter or Venue Manager as having been sold or offered for resale for a profit by any person or organisation that is not authorised by the Presenter, Venue or Ticketing Service Provider;
- d) where a Consumer produces a Ticket that has been handled or dealt with in a way that is contrary to its Terms and Conditions of sale;
- e) where a Consumer has in his or her possession or refuses to surrender to the Venue any prohibited object or article that is not permitted to be brought into or used in that Venue;
- f) where a Consumer refuses to undergo a physical search or a search of their possessions and the conditions of entry state that a search may be required; or,
- g) where a Consumer is behaving in a manner which may cause property damage or that threatens the safety of performers, other Consumers, or any other persons.

Privacy



In order for the Echuca Paramount Cinemas & Performing Arts Complex to provide customers with an online booking service for events, productions and performances, the Echuca Paramount Cinemas & Performing Arts Complex needs to collect some personal information about you, including your name, address, telephone, payment details and e-mail address. The Echuca Paramount Cinemas & Performing Arts Complex maintains a database of customers, business partners and affiliates information solely to process transactions and to manage customer support. Collection will occur at the time you make your online purchase on our 'site', which will include information about you that we will collect and record to reasonably enable us to identify you. Unless you tell us otherwise, personal information may be used from time to time for marketing and research purposes. If you prefer that we do not use your information for purposes other than to complete your transaction, please contact our box office on 03 5428 3399.

All customer information remains the property of the Echuca Paramount Cinemas & Performing Arts Complex, and will not be given, traded, rented or sold to third parties without

the express written permission of the customer. The Echuca Paramount Cinemas & Performing Arts Complex meets the requirements of the National Privacy Principles as contained in the Privacy Act 1988 and Private Sector Privacy Amendment Act 2000.

Personal Information Security

The Echuca Paramount Cinemas & Performing Arts Complex protects the personal information collected in a secure database unreachable by the internet, which can only be read using our ticketing software. During your transaction our 'site' requires a "secure session" using Secure Socket Layer (SSL), before you can transact online and send confidential personal information. During this session your personal and payment details will be collected on a secure page using SSL encryption, always check this for your self by;

- a) You will see that during the checkout process and particularly when prompted for your credit card details, the internet addresses for those pages begin with "https://" instead of "http://". The "s" is short for SECURE and is the standard abbreviation used on all secure websites.
- b) Your web browser (Internet Explorer or Netscape) will also display a padlock or **golden key** ( ) along the bottom of your browser window. This means the page is secure. You can also double-click on that padlock or key to get detailed information about our secure certificate.

Employees are limited to customer information, by our ticketing software to those who need it to do their jobs and meet our customer servicing commitment. All employees are required, as a condition of their employment, to treat personal information held by the Echuca Paramount Cinemas & Performing Arts Complex as confidential, and to maintain the confidentiality of that personal information.

Complaints

Customers who wish to make a complaint about an event, production or performance may do so in accordance with the following;

a) Prior to the event, production or performance:

- i. If the incident giving rise to the complaint occurs prior to the event, production or performance, the customer should address the complaint to the Echuca Paramount Cinemas & Performing Arts Complex shift supervisor.

b) During the event, production or performance:

- i. If the incident giving rise to the complaint occurs during the event, production or performance, the customer should lodge a complaint with the Echuca Paramount Cinemas & Performing Arts Complex shift supervisor within 30 minutes of the commencement of the event, production or performance.
- ii. A shift supervisor, having verified the existence of a problem that may give rise to a complaint, should make all reasonable attempts to rectify the problem, including reseating the customer.
- iii. Where a complaint is rectified, no refund will be available to the customer.
- iv. Where a complaint is not rectified a shift supervisor, at his or her discretion, may provide to the customer an exchange option to another performance of the same event, production or performance, or may offer the customer a full or partial refund. The customer has no right to attend the remaining portion of the event, production or performance for which the exchange or refund has been made.

c) Subsequent to the event, production or performance:

i. If the complaint is made subsequent to the event, production or performance, the Ticket Holder should contact the Echuca Paramount Cinemas & Performing Arts Complex who should assist and advise the customer to whom they should report the complaint to have it addressed.

ii. Should a customer be eligible for a refund, customer should apply for a refund in a timely manner in accordance with this Code and the LPA Complaints Handling and Dispute Resolution Policy and, where possible, before the date of any re-scheduled event, production or performance. A timely manner is considered to be within five working days of the Event.

Unauthorized Use of the Site

Illegal and/or unauthorized uses of the 'site', whether for unauthorized ticket sales, unauthorized framing of or linking to the Site will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

Violation of the Terms

You understand and agree that the Echuca Paramount Cinemas & Performing Arts Complex sole discretion, and without prior notice, the Echuca Paramount Cinemas & Performing Arts Complex may terminate your access to the 'site', cancel your ticket order or exercise any other remedy available and remove any unauthorized User Content, if the Echuca Paramount Cinemas & Performing Arts Complex believes that the User Content you provided has violated or is inconsistent with these Terms of Use violated the rights of the Echuca Paramount Cinemas & Performing Arts Complex, another User or the law. The Echuca Paramount Cinemas & Performing Arts Complex may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. The Echuca Paramount Cinemas & Performing Arts Complex is not required to provide any refund to you if you are terminated as a User because you have violated these Terms of Use. For more information about how we handle copyright infringements on the Site, please see our Copyright Policy.

Copyright Policy

We will terminate the privileges of any user who uses this 'site' to unlawfully transmit copyrighted material without a license express consent, valid defence or fair use exemption to do so. In particular, users who submit Content to this Site, whether articles, images, stories, software or other copyrightable material must ensure that the Content they upload does not infringe the copyrights or other rights of third parties (such as privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this Site as an instrument of unlawful infringement, we will terminate the infringing users' rights to use and/or access to this Site. We may, also in our sole discretion, decide to terminate a user's rights to use or access to the Site prior to that time if we believe that the alleged infringement has occurred.

Disclaimers

The Echuca Paramount Cinemas & Performing Arts Complex is committed to maintaining the 'site' in full working order at all times, and providing the best service possible to its customers. However due to unforeseen circumstances the 'site' may occasionally contain errors become uninterrupted, or not be able to provide specific results from use of the 'site'

or any content, search or link on it. The 'site' and its content are delivered on an "as-is" and "as-available" basis. The Echuca Paramount Cinemas & Performing Arts Complex can not ensure that files you download from the 'site' will be free of viruses or contamination or destructive features. The Echuca Paramount Cinemas & Performing Arts Complex disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. The Echuca Paramount Cinemas & Performing Arts Complex will not be liable for any damages of any kind arising from the use of this 'site', including without limitation, direct, indirect, incidental, and punitive and consequential damages. The Echuca Paramount Cinemas & Performing Arts Complex makes no guarantee of any specific result from use of this 'site.'

The Echuca Paramount Cinemas & Performing Arts Complex disclaims any and all liability for the acts, omissions and conduct of any third party users, the Echuca Paramount Cinemas & Performing Arts Complex users, advertisers and/or sponsors on the 'site', in connection with the Echuca Paramount Cinemas & Performing Arts Complex service or otherwise related to your use of the 'site' and/or the Echuca Paramount Cinemas & Performing Arts Complex service. The Echuca Paramount Cinemas & Performing Arts Complex is not responsible for the products, services, actions or failure to act of any performer, promoter or other third party in connection with or referenced on the 'site'. Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the 'site' to the Echuca Paramount Cinemas & Performing Arts Complex at cinemas@echucaparamount.com the Echuca Paramount Cinemas & Performing Arts Complex may investigate the claim and take appropriate action, in its sole discretion.

Limitation on Liability

Except in jurisdictions where such provisions are restricted, in no event will the Echuca Paramount Cinemas & Performing Arts Complex be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, even if the Echuca Paramount Cinemas & Performing Arts Complex has been advised of the possibility of such damages.

Indemnity

You agree to indemnify and hold the Echuca Paramount Cinemas & Performing Arts Complex, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the 'site', including also your use of the 'site' to provide a link to another site or to upload content or other information to the 'site'.