

RISING TERMS AND CONDITIONS OF SALE

When purchasing a ticket online to an event promoted or presented by RISING, you agree to the following Terms and Conditions:

In these Terms and Conditions, a reference to “RISING” is to Melbourne International Festival of the Arts trading as RISING ABN 41 058 535 863. A reference to the “Venue” is to the premises and/or venue to which a ticket relates.

Tickets are sold or issued subject to the Live Performance Australia Ticketing Code of Practice (Consumer Code) (the LPA Code). A copy of the LPA Code can be obtained by visiting www.liveperformance.com.au ([click here](#) for a direct link to LPA Codes).

COVID-19 RESPONSE

SPECIAL TERMS AND OTHER CONDITIONS

- A. There may be COVIDSafe special terms applicable to specific venues or events. These will be communicated to you at the time of ticket purchase where applicable, and by purchasing your tickets you are considered to have agreed to these terms. You may be refused entry to the event or removed from the venue if you do not comply with these terms.
- B. If COVIDSafe Settings in Victoria change, additional conditions may apply to your attendance at the venue or event which are not known to RISING at your time of purchase. RISING will use all reasonable efforts to communicate these additional conditions prior to the event or your attendance at the venue. If you are unable to meet these conditions or do not wish to attend the Venue or event due to these additional conditions, we will provide you with a refund or exchange in these circumstances.

WHEN YOU MUST STAY AT HOME

- C. You must stay at home and must not attend the Venue or the event if you are required to self-isolate or quarantine due to applicable public health orders and the event falls within the isolation/quarantine period.
- D. You must communicate these requirements to members of your booking party which apply to each individual if required to isolate or quarantine.

TICKET REMEDY IN RELATION TO COVID-19

- E. We are offering additional flexibility when COVID-Safe settings are in place to encourage you and the members of your booking party to comply with any stay at home requirements
- F. You **may** be entitled to a Ticket Remedy if you or a member of your booking party falls into any of these categories:
 - a. You or they are required to self-isolate or quarantine due to applicable public health orders and the event falls within the isolation/quarantine period.
 - b. You are unable to travel to attend the event due to border restrictions
- G. For a Ticket Remedy to be considered you must notify us at least 2 hours prior to the commencement of the event by emailing ticketing@rising.melbourne if you or a member of your booking party falls into any of the aforementioned categories. The following Ticket Remedy options may be available but can only be exercised by the original ticket purchaser.
 - a. Exchanges

You can exchange the ticket for a different performance of the same production, subject to availability. For exchanges into a lower value performance/event we will refund you the difference in the ticket price. For exchanges into a higher value performance/event, the difference is paid by the customer.

b. Moon Units

If a ticket exchange is not available, we may issue you with Moon Units (gift voucher) to the value of the ticket to be redeemed for a future RISING event. Moon Units are valid for 3 years from the date of issue and are transferable. Moon Units will be issued to the original ticket purchaser.

c. Refunds

Except where required by law, including the Australian Consumer Law set out in Schedule 2 of the Australian Competition and Consumer Act 2010 (ACL), we will only provide refunds at our absolute discretion. Any requests for a refund must be made by emailing ticketing@rising.melbourne **at least 2 hours prior to the commencement of your booked event/session** and only by the original ticket purchaser

We reserve the right to require further information or documentation to substantiate which circumstances apply before issuing a refund. Please see our [Privacy Policy](#) for more information.

There may be circumstances where we issue you with a gift voucher for the value of the ticket, during the interim period whilst a refund request is being considered. If a refund is subsequently issued, the gift voucher will be cancelled and the refund will be made for the value of the ticket, minus any amount from the gift voucher which has been redeemed.

H. You **will not** be entitled to a Ticket Remedy if you or a member of your booking party falls into any of these categories:

- a. You or they are well and do not wish to attend an event due to fears of exposure to COVID-19; or
- b. You or they are unwell and do not attend an event (unless you or a member of you party are required to self-isolate or quarantine under mandatory COVIDSafe Settings); or
- c. You or they are from a group at a higher risk of COVID-19; or
- d. You or they do not comply with RISING's COVID safety protocols as outlined under Clause I ; or
- e. You or they do not comply with public health orders applicable to your attendance at the event. For example, you do not wear a mask as required under public health orders (if applicable);
- f. You or they attend an event and subsequently leave part way through due to feeling unwell.

COVID-19 SAFETY WHEN YOU ATTEND OUR VENUES AND EVENTS

- I. When you attend our Venues and events, you and each member of your booking party must comply with any COVID-19 safety protocols or requirements notified to you by RISING or the Venue (including by way of signage at the Venue or by way of line markings on the floor). This includes complying with:
 - a. Hand hygiene requirements and the requirement to wear a face mask;

- b. Physical distancing requirements (including physical spacing requirements while queuing);
- c. Person limits for particular spaces and areas; or
- d. Person density requirements.

You acknowledge that anyone not adhering to these requirements may be in breach of directions issued by the Chief Health Officer for which penalties may apply.

The most up to date COVID-19 Safety protocols can be found on our website – please check these on the day before arriving at the venue.

- J. Without limitation to clause 6 of the Terms and Conditions, you and your booking party may be refused entry or required to leave the Venue or event if you or they:
 - a. refuse to comply with any COVID-19 safety protocols or requirements notified to you by RISING
 - b. refuse to comply with any reasonable health and safety directions given by Venue staff
 - c. are required to be in self-isolation/quarantine under applicable COVIDSafe settings.

In these circumstances, Tickets will not be exchanged or refunded unless required by law (including the ACL).

- K. We strongly recommend that you and each member of your booking party make a reasonable assessment of your health status before attending RISING event/s. To avoid doubt, unless required by law you will not be entitled to a refund if you or a member of your booking party attends a RISING event despite testing positive for or exhibiting COVID-19 symptoms and if you or they are then refused entry or asked to leave the event.

1. CONDITIONS OF PURCHASE:

- I.1. Ticket refunds are only permitted in line with the [Live Performance Australia Code of Practice](https://www.liveperformance.com.au) for the ticketing of Live Entertainment in Australia (liveperformance.com.au) or as otherwise specified by the seller.
- I.2. Ticket exchanges may be permitted under specific conditions, in which case fees apply. Exchange requests must be received at least 24 hours prior to the event.
- I.3. RISING is an all-weather festival. Events will proceed rain, hail, or shine unless it is deemed unsafe to do so. Tickets will not be refunded on the basis of inclement weather.
- I.4. RISING reserves the right to retain any fees charged to the extent permitted by law.
- I.5. Tickets are valid only when purchased from RISING, the Event venue or an authorised agent of RISING. RISING reserves the right to immediately cancel any ticket promoted, advertised, or sold in breach of this condition without compensation.
- I.6. Where a Ticket is purchased through an Event venue or an authorised agent of RISING, you agree to be bound by these Terms of Sale and any additional terms and conditions imposed by the Event venue or authorised agent.
- I.7. You must not re-sell or offer to re-sell any Ticket at a premium or use any Ticket for advertising, promotional or other commercial purposes (including without limitation as a prize in a competition) without the prior written consent of RISING. RISING may deny entry to the bearer of a Ticket acquired in breach of this condition without compensation.
- I.8. RISING makes no representations or warranties as to the availability of any Event sessions offered and reserves the right to change advertised programs and their respective content, dates and times, prices, venues, seating arrangements and audience capacities.
- I.9. In cases when seating is not allocated (general admission), RISING reserves the right to refuse ticket replacement.

- 1.10. Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and entry to the venue. Failure or refusal to provide valid proof of concession may result in non-admittance.
- 1.11. When purchasing tickets online you acknowledge that all prices listed on the RISING website are in Australian Dollars and include GST. Tickets purchased via RISING may include a booking fee as listed on the website. Please note all credit cards will be charged in Australian Dollars.
- 1.12. For events delivered online via streaming platforms you are responsible for determining if your device's operating requirements and internet connection can successfully run the stream prior to purchase.
- 1.13. For events that carry an increased risk to personal safety, patrons may be asked to sign a waiver. Failure to sign will result in non-admittance and no refunds will be provided.
- 1.14. These Terms of Sale are governed by the laws of Victoria, Australia. In the event of any dispute, you submit irrevocably to the exclusive jurisdiction of the courts having jurisdiction in Victoria.

2. MERCHANDISE AND OTHER PRODUCTS

- 2.1. Merchandise and other products (including food and beverage products) will not be refunded or exchanged except as required by law (including the Australian Consumer Law)

3. ADDITIONAL INFORMATION IF YOUR ORDER CONTAINS A DONATION :

- 3.1. All donations of \$2 or more are fully tax-deductible. Acknowledgement of your gift and a tax receipt will be sent to you by mail or email. Please allow up to 10 working days for processing of your receipt.
- 3.2. Donations of \$500 or more may be acknowledged within the RISING Annual Giving program – more information can be found [here](#)

4. CONDITIONS OF RISING WEBSITE USE

- 4.1. You must maintain the confidentiality of your account details for any RISING website and take all reasonable steps to prevent unauthorised access.
- 4.2. You warrant that any purchase made using your account for RISING is made in your own right or with full authority. You will indemnify RISING and its officers, directors, employees, consultants, licensors, suppliers, and agents from all or any claims made by any persons claiming such transactions to be unauthorised.

5. DIGITAL TICKETS

- 5.1. Tickets may be issued to you in digital format, including but not limited to print at home format.
- 5.2. Each valid digital ticket has a unique identifier. This unique identifier allows one entry only. It is the responsibility of the purchaser to ensure that all members of their party have their own digital ticket.
- 5.3. If there are duplicate digital tickets presented, only the first copy to be scanned on arrival at the event will allow the ticketholder entry. Presenting an additional copy will result in our system rejecting the ticket and subject to verification, entry may be denied.

6. CONDITIONS OF ATTENDANCE :

- 6.1. RISING and the relevant Event venue reserve the right of admission.
- 6.2. RISING or the relevant Event venue may refuse entry or require you to leave the Event if your Ticket has been cancelled, is not valid or has been defaced or damaged.
- 6.3. RISING and the relevant Event venue may impose additional specific conditions in relation to entry or attendance to a particular Event.
- 6.4. In order for you and your party to be admitted into an Event, as a condition of entry, you may be required to present the order confirmation number, photo identification and/or validity of any concession entitlements.

- 6.5. Late comers will only be admitted to an Event at the discretion of the venue and may be refused entry completely.
- 6.6. RISING or the relevant Event venue may refuse entry or require you to leave the Event if you engage in offensive or inappropriate behaviour at an Event..
- 6.7. RISING or the relevant Event venue may refuse entry or require you to leave the Event if you breach these Terms of Sale or any terms and conditions of the Event venue.
- 6.8. If requested, you must turn off any mobile telephones, pagers, and similar equipment in your possession before entry into an Event.
- 6.9. You must not bring a camera or other recording device (other than a mobile telephone) into an Event, and you are strictly prohibited from broadcasting, narrowcasting, or recording any Events (including without limitation on a mobile telephone) without the prior written consent of RISING.
- 6.10. You agree that you may be filmed, taped, interviewed, photographed, or recorded while attending an Event, and you consent to RISING or third parties engaged by RISING filming, taping, interviewing, photographing, or recording you. You further agree that RISING may use, publish, edit, incorporate, or otherwise exploit any materials produced under this clause for any purpose (and authorise others to do the same) without further reference to you.
- 6.11. Without prejudice to any other rights which RISING or the Event venue may have, if you contravene any of these Terms of Sale you may:
 - 6.11.1. Be refused entry to, or removed from, the venue;
 - 6.11.2. Have your Ticket confiscated and/or cancelled without refund or recompense; and
 - 6.11.3. Be disqualified from purchasing tickets for or entering other Events.
- 6.12. Where circumstances require, RISING may search a person and/or their possessions prior to entry. Refusal to comply may result in non-admittance.
- 6.13. Patrons carrying large backpacks and other bags may subject to operational restrictions and may not be admitted. Cloaking facilities vary according to venue.
- 6.14. If you are refused entry to an Event for any reason then in accordance with these Terms of Sale, no refund will be paid.
- 6.15. Ticketholders may be required to produce their ticket(s) as proof of authorised entry at any time.

7. GIFT VOUCHERS (MOON UNITS)

- 7.1. You may purchase a RISING gift voucher (Moon Units) to be redeemed for tickets and associated fees only, to any monetary value.
- 7.2. Gift Vouchers and unused portions of Gift Vouchers should be spent within 36 months (three years) from the date of purchase, which is the “expiry” date displayed on the gift voucher
- 7.3. Gift Vouchers can be redeemed in person at a RISING box office, online via the RISING website, via our Customer Service hotline (03)9662 4242 or via live chat on our website.
- 7.4. Any unused balance will not be refunded or credited on expiry
- 7.5. Gift Vouchers are non-refundable
- 7.6. Gift Vouchers cannot be redeemed for cash
- 7.7. Additional values cannot be added to an existing voucher; however, additional vouchers may be purchased
- 7.8. If an order exceeds the amount of a Gift Voucher, the balance must be paid with an alternate payment method
- 7.9. Gift Vouchers are considered currency. Replacements will not be issued for lost or stolen Gift Vouchers
- 7.10. Standard fees and charges must be applied to all Gift Voucher transactions

- 7.11. RISING may request an alternative form of payment if we have reason to believe that a Gift Voucher has been fraudulently obtained and is being used to make purchases
- 7.12. RISING may provide purchasers of Gift Vouchers with information about the redemption status of Gift Vouchers.

8. LIABILITY

- 8.1. You are responsible for your own safety and property when attending an Event, and to the extent permitted by law, you release RISING and its officers, directors, employees, consultants, licensors, suppliers, and agents from any liability for any claim, damage, injury or loss you may suffer in relation to your attendance at an Event, howsoever caused, including without limitation due to any negligence or other act or omission of RISING. Events presented by RISING include, but are not limited to, artistic presentations and displays, music and performances, food and beverage service and other entertainment.
- 8.2. You will indemnify RISING and its officers, directors, employees, consultants, licensors, suppliers and agents against any claim, loss, injury or damage suffered by any of them as a result of your wilful, reckless or negligent act or omission at or in connection with an Event, product or service presented or provided by RISING, or as a result of a breach by you of these Terms of Sale.
- 8.3. Except as set out in the LPA Code or under any relevant statutory provision that cannot be excluded, RISING is not liable (including in negligence) for any claim, damage, compensation, loss, or expense that may be suffered or incurred as a result of an Event being cancelled, postponed or changed.
- 8.4. Personal arrangements including travel, subsistence and accommodation relating to an Event which has been arranged by you are at your own risk.
- 8.5. You agree that your use of any RISING website to purchase a Ticket is, so far as permissible under any relevant statute, at your own risk. To the extent permitted by law, RISING excludes all liability (including without limitation in negligence) for any direct, indirect, incidental, special or consequential loss arising out of or in connection with your use of any RISING website or any associated payment process, and makes no representation or warranty as to the operation or functionality of any RISING website or any associated payment process.

9. PRIVACY

- 9.1. RISING respects the privacy of its patrons and strictly adheres to the principles of the Privacy Act 1988. Our privacy policy can be viewed on this website, or by contacting RISING. It contains information about how you can seek to access or correct personal information we hold about you, how you can make a privacy complaint and how we will deal with a privacy complaint.
- 9.2. By purchasing a Ticket, attending an Event, or otherwise dealing with RISING, you agree to be bound by RISING's privacy policy.
- 9.3. RISING collects personal information for purposes that include organising and conducting the festival, improving services and, where you have consented, sending you information about future RISING events, alongside carefully selected special offers from our sponsors. Generally, we only disclose this information to other companies involved in organising and conducting RISING. We may disclose this information to third parties such as our contractors (e.g. IT service suppliers), who may be located overseas (e.g. in the USA). If you choose not to provide this information, we may not be able to provide you with our services.