

# RISING :

## RISING TERMS AND CONDITIONS OF SALE

When purchasing a ticket online to an event promoted or presented by RISING (“Event”), you agree to the following Terms and Conditions. Please read them carefully. You must not complete your purchase unless you agree with these Terms and Conditions.

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

### 1. APPLICATION OF TERMS AND CONDITIONS

- 1.1. 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.
- 1.2. RISING’s terms and conditions of entry are incorporated into these Terms and Conditions and apply to your ticket.
- 1.3. Without limiting clauses 3.5, 3.6 and 3.7 below, these Terms and Conditions continue to apply even if a ticket is provided to a third party by any means and any subsequent holder of a ticket will be bound by these Terms and Conditions
- 1.4. These Terms and Conditions incorporate the Live Performance Australia 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 obtain a copy of the LPA Ticketing Code of Practice at [www.liveperformance.com.au](http://www.liveperformance.com.au)
- 1.5. Your ticket may be subject to additional booking terms, which will be notified to you prior to purchase. For example, if your ticket is to a timed session, your ticket will only be valid for your nominated session time.

### 2. AMENDMENTS TO TERMS AND CONDITIONS

- 2.1. RISING may update, replace or vary these Terms and Conditions at any time, including for specific events. Changes will be made effective by posting them on the RISING website (<https://rising.melbourne/>)
- 2.2. By making a purchase through RISING, an Event Venue or authorised ticket seller, you agree to be bound by the Terms and Conditions that apply at the time of purchase.

### 3. PURCHASE OF TICKETS

- 3.1. Tickets are valid only when purchased from RISING, the Event Venue or an authorised ticket seller of RISING. RISING reserves the right to immediately cancel any ticket promoted, advertised, or sold in breach of this condition without compensation.
- 3.2. The list of authorised ticket sellers can be found on the RISING website (<https://rising.melbourne/>)
- 3.3. In the case of an Event cancellation, a refund will be provided to the original ticket purchaser. If you have purchased a ticket from an unauthorised seller, you have no refund right from RISING and may be at risk of no refund from that unauthorised seller.
- 3.4. RISING and its associated Event Venues will advise of any known restricted viewing information prior to the purchase of a ticket.
- 3.5. In the interests of maintaining fair access to tickets, RISING may place limits on the number of tickets that you can purchase. RISING reserves the right to cancel any purchase exceeding those limits.

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- 3.6. You must not re-sell or offer to re-sell any Ticket for more than 10% higher than its original face value. RISING may deny entry to the bearer of a Ticket acquired in breach of this condition without compensation.
- 3.7. You must not 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 cancel tickets which it believes are in breach of this condition and the bearer of the ticket may be refused admission to the ticketed event.
- 3.8. Tickets must not be re-sold packaged with other goods and services without the prior written consent of RISING. RISING may cancel tickets which it believes are in breach of this condition and the bearer of the ticket may be refused admission to the ticketed event.

## 4. DIGITAL TICKETS

- 4.1. Tickets may be issued to you in digital format, including but not limited to print at home format.
- 4.2. 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.
- 4.3. 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 RISING's system rejecting the ticket and, subject to verification, entry may be denied.

## 5. PRICING AND PAYMENT

- 5.1. When purchasing tickets online, you acknowledge that all prices listed on the RISING website are in Australian Dollars and, where applicable, include GST. All credit cards will be charged in Australian Dollars.
- 5.2. Service fees and charges may apply to each purchase, and you will be notified of the applicable fee and/or charges prior to purchase.
- 5.3. RISING reserves the right to retain any fees charged to the extent permitted by law.
- 5.4. Tickets advertised at a particular price will be available at that price for a reasonable period and in reasonable quantities.
- 5.5. You warrant that you have the authority to make payment for your purchase and that you own/hold or have express permission of the owner/holder if the credit card or other payment facility used to make the purchase.
- 5.6. If the amount paid by you for your purchase is incorrect for any reason (including where the incorrect pricing or fee amount was due to an error in a price posted on the RISING website or otherwise communicated to you, human error, or technical malfunction), RISING may cancel the order or the purchase and refund you the amount paid. Where the purchase was a ticket, RISING may offer you a replacement ticket to you at the correct price.

## 6. DELIVERY AND COLLECTION OF TICKETS

- 6.1. If you purchase tickets online or by phone, you will be given a confirmation number to confirm your purchase. If you do not receive a confirmation number or are otherwise concerned that your purchase was not successful, you must contact us for confirmation of your purchase. RISING takes no responsibility for incomplete purchases including but not limited to circumstances where you have not received a confirmation number but have made no attempt to confirm the order.
- 6.2. Delivery of tickets will only be made upon receipt of full payment. RISING issues digital tickets as default. Tickets will be issued via email.
- 6.3. RISING at its discretion reserves the right to not issue purchased tickets until 24 hours prior to the performance advertised starting time.

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## 7. CONDITIONS OF RISING WEBSITE USE

- 7.1. You must maintain the confidentiality of your account details for any RISING website and take all reasonable steps to prevent unauthorised access.
- 7.2. 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.

## 8. LOST OR STOLEN TICKETS

- 8.1. Where tickets are lost, stolen, misplaced or damaged, RISING will require proof of identity and purchase prior to issuing a replacement ticket.
- 8.2. In cases when seating is not allocated (general admission), RISING reserves the right to refuse ticket replacement.
- 8.3. RISING may issue or refuse to issue a replacement ticket at its absolute discretion.

## 9. COMPANION CARD SCHEME

- 9.1. RISING is affiliated with the Companion Card program and admits carers to ticketed events (but not to any associated additional items such as Food & Beverage or VIP events) as ticketed complimentary guests. The companion must sit in the nearest available seat to the cardholder to assist them during their visit.
- 9.2. The use of a Companion Card is restricted to people who are unable to participate at a particular venue or event without attendant care support. Details of use are contained on the Companion Card website [www.companioncard.vic.gov.au/](http://www.companioncard.vic.gov.au/).
- 9.3. Only the person whose photograph and name appear on the card can use the Companion Card.
- 9.4. A valid Companion Card or Companion Card number must be produced at the time of purchase, the point of ticket collection and/or on request to gain access to the Companion Card Scheme offer.
- 9.5. The Companion Ticket is not valid unless the cardholder is present at the event to which the ticket relates.
- 9.6. The Companion Ticket holder may be charged for the ticket if the requirements above are not met.

## 10. CONDITIONS OF ATTENDANCE

- 10.1. RISING and the relevant Event venue reserve the right of admission.
- 10.2. 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.
- 10.3. RISING and the relevant Event venue may impose additional specific conditions in relation to entry or attendance to a particular Event.
- 10.4. 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.
- 10.5. Late comers will only be admitted to an Event at the discretion of the venue and may be refused entry completely.
- 10.6. 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.
- 10.7. 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.

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- 10.8. If requested, you must turn off any mobile telephones, pagers, and similar equipment in your possession before entry into an Event.
- 10.9. 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.
- 10.10. 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.
- 10.11. 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:
  - 10.11.1. Be refused entry to, or removed from, the venue;
  - 10.11.2. Have your Ticket confiscated and/or cancelled without refund or recompense; and/or
  - 10.11.3. Be disqualified from purchasing tickets for or entering other Events.
- 10.12. Where circumstances require, RISING may search a person and/or their possessions prior to entry. Refusal to comply may result in non-admittance.
- 10.13. Patrons carrying large backpacks and other bags may subject to operational restrictions and may not be admitted. Cloaking facilities vary according to venue.
- 10.14. If you are refused entry to an Event for any reason then in accordance with these Terms of Sale, tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).
- 10.15. Ticketholders may be required to produce their ticket(s) as proof of authorised entry at any time.

## 11. EVENT CHANGES AND INFORMATION

- 11.1. 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.
- 11.2. 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.
- 11.3. Particulars of an event may be changed without prior notice. Artists or performers may be added, withdrawn or substituted for specific performances. Wherever possible, RISING will advise consumers of event changes prior to the commencement of the performance, or at the event where prior notice is not possible.
- 11.4. You will be made aware of the identity of the support acts, where known. If this is not known, you will be made aware of where you can obtain the information prior to the event. You will be made aware of any changes to the advertised support act(s) or performer(s) at the event.
- 11.5. Seating areas of an Event Venue may be closed with or without prior notice. If a ticketed seating area is no longer available, you will be relocated to another area of the Event Venue within the same price reserve.
- 11.6. Advertising for Events with adult themes will include information about the recommended age for ticket holders. This information will be available on our website for your review prior to purchasing tickets.
- 11.7. Once an Event has commenced, admittance or re-admittance to the Venue will usually be during a suitable break in the Event and may be to a different seating location. For some Events, admittance or re-admittance may not be possible.

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- 11.8. 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.
- 11.9. 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.
- 11.10. In any of the circumstances set out above, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

## 12. EXCHANGES AND REFUNDS - TICKETED EVENTS

- 12.1. 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.
- 12.2. You will be entitled to a ticketing refund as provided for in the LPA Code or as required by law (including the Australian Consumer Law).
- 12.3. Provided that you purchased your ticket from RISING, the Event Venue or via authorised sales channel, you **will be entitled** to a refund where:
  - 12.3.1. The event is cancelled.
  - 12.3.2. The event is rescheduled, and you cannot or do not wish to attend the rescheduled event.
  - 12.3.3. The event is significantly relocated, and the nature of the experience and/or geographic location of the event is fundamentally altered by the relocation.
  - 12.3.4. An event is cancelled due to unforeseen circumstances that arise during the event, leaving the event uncompleted. (Note however that if a substantial proportion of the event is completed then, depending on the circumstances, RISING may determine that a refund or exchange is not warranted in which case a refund or exchange right will not apply.)
- 12.4. In the case of event reschedules and relocations, we will advise you of the **cut-off date** for requesting a refund. You will not be entitled to a refund if your request is made after the cut-off date.
- 12.5. You will **not be entitled to a refund, partial refund or exchange** in the following circumstances:
  - 12.5.1. Your ticket was free or complimentary.
  - 12.5.2. You did not enjoy the event or were dissatisfied with the performance at the event.
  - 12.5.3. You are unable to attend for reasons outside RISING's control including but not limited to; illness; illness of any person accompanying you to the event, or other person for whom you need to care; transport failure or delay; or where you choose not to attend the event.
  - 12.5.4. You arrive late to an event and are refused entry on the grounds that latecomers will not be admitted, or you are delayed admission or readmission until a suitable break in the performance.
  - 12.5.5. You did not comply with the Conditions of Entry, were refused entry to or evicted from the event or Event Venue.
  - 12.5.6. A performance has been made by an understudy in the place of a main performer, provided that you have been made aware of the use of an understudy at the Event.
  - 12.5.7. An opening or support act is cancelled or replaced or if the acts appearing as part of a multi-artist lineup change, provided that you are made aware of the cancellation, replacement or change at the event.
  - 12.5.8. The advertised ticket price is changed in response to varying levels of consumer demand.
  - 12.5.9. Additional seats or additional dates are released for presentation of the event.
  - 12.5.10. Tickets for a general admission event are lost or stolen.
- 12.6. Refunds will be paid to the original ticket purchaser. Proof of identity and and/or proof of purchase (including the original ticket) may be requested.

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- 12.7. Refunds will be processed using the original method of payment.
- 12.8. Refunds may not necessarily be available at the time the refund is requested.
- 12.9. Refunds will be limited to the face value of the ticket plus any service charges applied to the specific ticket purchase. Where tickets to multiple events are purchased in a single order, RISING will not refund the service charge.
- 12.10. Unless required by law, RISING will not reimburse you for auxiliary expenses incurred in connection with your attendance or non-attendance at an event, including a cancelled, rescheduled or relocated event. Auxiliary expenses include, but are not limited to, the cost of travel, meals, car-parking, child-care and accommodation. You may wish to take out travel insurance for those expenses.

### 13. CHILDREN AND MINORS

- 13.1. Children who have not yet turned two years old will generally be admitted into an event at no cost and without a ticket. In these cases, children will not be allocated a seat and must be seated on an accompanying adult's lap for the duration of the event.
- 13.2. Any person (regardless of age) interrupting the enjoyment of other visitors may be asked to leave an event and/or the venue.
- 13.3. Schools and other group tickets are subject to availability and additional conditions may apply.
- 13.4. Some RISING events operate in licensed Event Venues, and as such persons under the age of 18 are unable to attend. This information will be communicated clearly via the RISING website. Proof of age will be required to enter the Event Venue
- 13.5. In instances where persons under the age of 18 are required to be accompanied by a responsible adult, this information (and its specifics) will be communicated clearly via the RISING website and in pre-event email communications. Proof of age may be required.

### 14. METHODS OF PAYMENT

- 14.1. RISING operates as a cashless experience. RISING requires payment of transactions to be completed using credit or debit card, RISING gift vouchers (Moon-Units) or contactless payment methods.

### 15. GIFT VOUCHERS (MOON UNITS)

- 15.1. You may purchase a RISING gift voucher (Moon Units) to be redeemed for tickets and associated fees only, to any monetary value.
- 15.2. 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.
- 15.3. 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.
- 15.4. Any unused balance will not be refunded or credited on expiry.
- 15.5. Gift Vouchers are non-refundable.
- 15.6. Gift Vouchers cannot be redeemed for cash.
- 15.7. Additional values cannot be added to an existing voucher; however, additional vouchers may be purchased and multiple vouchers may be redeemed in the same transaction.
- 15.8. If an order exceeds the amount of a Gift Voucher, the balance must be paid with an alternate payment method.
- 15.9. Gift Vouchers are considered currency. Replacements will not be issued for lost or stolen Gift Vouchers.
- 15.10. Standard fees and charges must be applied to all Gift Voucher transactions.

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- 15.11. 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.
- 15.12. RISING may provide purchasers of Gift Vouchers with information about the redemption status of Gift Vouchers.

### 16. MERCHANDISE AND OTHER PRODUCTS

- 16.1. 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)

### 17. ADDITIONAL INFORMATION IF YOUR ORDER CONTAINS A DONATION

- 17.1. 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.
- 17.2. Donations of \$500 or more may be acknowledged within the RISING Annual Giving program – more information can be found [here](#)

### 18. PROMOTIONS AND COMPETITIONS

- 18.1. If you received your ticket or other product as a prize, gift, donation or otherwise at no cost, these Terms and Conditions and the terms and conditions of the relevant promotion or competition apply to your use of the ticket.

### 19. PRIVACY

- 19.1. 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.
- 19.2. By purchasing a Ticket, attending an Event, or otherwise dealing with RISING, you agree to be bound by RISING's Privacy Policy.
- 19.3. 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.

### 20. LIABILITY

- 20.1. 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.
- 20.2. 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.

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- 20.3. 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.
- 20.4. Personal arrangements including travel, subsistence and accommodation relating to an Event which has been arranged by you are at your own risk.
- 20.5. 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.

## 21. COMPLAINTS AND FEEDBACK

Patrons and members of the public are encouraged to provide feedback on the services provided by RISING. Feedback can be emailed to [feedback@rising.melbourne](mailto:feedback@rising.melbourne)

## 22. GENERAL

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.