TICKETING TERMS AND CONDITIONS

Before proceeding with your purchase, please read these Terms and Conditions carefully. You must not purchase a ticket unless you agree with these Terms and Conditions.

References to “the MECC” in these Terms and Conditions is to the ticketing agency wholly owned by the Mackay Entertainment and Convention Centre (MECC) which is a registered Business unit of Mackay Regional Council. ABN 56 240 712 069

APPLICATION OF TERMS

- By purchasing a ticket through the MECC (online or over the phone), or an authorised sales channel, you acknowledge and agree to comply with these Terms and Conditions.
- Tickets are sold or issued by the MECC as an agent for the organisation(s) which are managing, producing, promoting, presenting or otherwise providing the service, event or performance for which the ticket is sold or issued (Presenter). The name of the Presenter and/or the venue to which your ticket relates (Venue) is usually shown on the front of the ticket but is also available from the MECC. The MECC has no control over, or liability for, the performance of the event by the Presenter. All ticketing complaints and claims, and your legal rights, are as against the Presenter, not the MECC, except where the MECC is at fault or where you have a legal right against the MECC under the Australian Consumer Law.
- The Venue’s conditions of entry are incorporated into these Terms and Conditions and apply to your ticket. The Venue’s conditions of entry are available online or you can ask the MECC for a copy.
- These Terms and Conditions incorporate the Live Performance Australia Ticketing Code of Practice, 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 here or you can ask the MECC for a copy.
- 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 ticketed exhibition, your ticket will only be valid for your nominated session time. To the extent that there is any inconsistency between the additional booking terms and these Terms and Conditions, these Terms and Conditions will prevail.

TICKET PURCHASES

- Tickets are only valid if purchased through the MECC, the Box Office, the Venue or an authorised agent.
- Ticket sales may be limited to a specified number of tickets. The MECC may cancel or refuse to accept orders which it believes are placed in excess of any such limits. No minimum number of tickets apply.
- Ticket proceeds are held in a separate trust account and will be refunded if the event does not proceed, if required by the LPA Consumer Code.
- Once confirmed, your ticket and any administration fees if applicable, will not be refunded or exchanged, except as provided for in the LPA Consumer Code or as required by law (including the Australian Consumer Law).
- Bookings are subject to availability.

PRICING AND PAYMENT

- All prices quoted are in Australian dollars and include GST. A tax invoice is available upon request to the MECC.
- Prices are subject to change without notice.
- Administration fees may apply to your ticket purchase, and you will be notified of the applicable fee/s prior to purchase.
- 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.
- 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), the MECC 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.

DELIVERY, COLLECTION AND PRINTING OF TICKETS

- Delivery of tickets will only be made upon receipt of full payment. You may request delivery of your ticket by post, to self-print an e-ticket or to collect your ticket from the Venue’s Box Office. Postage and handling fees may apply.

- If you elect to self-print an e-ticket, then:
    - In the event that a duplicate copy of this ticket appears, the MECC and the Venue reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the Venue; and
    - You are responsible for printing the ticket and the MECC and the Venue reserve the right to charge an administration fee if a replacement ticket needs to be issued.

USER ACCOUNT

- Prior to purchasing a ticket through the MECC website, you may be required to register for a user account and to nominate an email address and password for your account. You must maintain the confidentiality and security of your user account (including your password) and not provide it to any other person.
- You are responsible for your use of the MECC website, and all transactions conducted using your account. If you become aware of any unauthorised use of your account, please notify the MECC immediately and reset your password.

LOST OR STOLEN TICKETS

- Where tickets are lost, stolen, misplaced or destroyed, the MECC may charge an administration fee to issue replacement tickets and may require proof of identity and purchase, prior to issuing a replacement ticket.
- The MECC may not provide replacement tickets where tickets are for general admission rather than allocated seating.

CONDITIONS OF ENTRY

- Attendance at the event and the right of admission is reserved by the Venue and the Presenter.
- By attending an event, you agree to the Venue's conditions of entry.
- The use of photographic or recording devices of any kind is not permitted, unless otherwise expressly permitted by the Venue. Bags and possessions may be inspected prior to admission.
- 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).

REFUNDS, CANCELLATIONS AND CHANGES

- The Presenter may add, withdraw or substitute artists (including the opening act/s) or vary advertised programs, performance times, Venue, seating arrangements or audience capacity. Tickets will not be exchanged or refunded as a result of these changes, except as provided for in the LPA Consumer Code or as required by law (including the Australian Consumer Law).
- If an event is cancelled, rescheduled or significantly relocated and provided the MECC receives authorisation from the Presenter, the MECC will attempt to notify ticket holders of the cancellation, rescheduling or relocation. However, the MECC does not guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event.
- You may be entitled by law or under the LPA Consumer Code to a refund where an event is cancelled, rescheduled or significantly relocated. To the extent permitted by law (including the Australian Consumer Law), neither the MECC nor the Presenter will reimburse you for auxiliary expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by you in connection with your attendance or non-attendance at an event. The MECC recommends that you obtain ticket and/or travel insurance for those expenses.
- To the extent permitted by law (including the Australian Consumer Law), neither the MECC nor the Presenter are liable to refund to you any amount beyond the face value of the ticket plus any administration fees.
    - If the MECC reasonably forms the view that a ticket has been:
        - purchased with a stolen credit card;
        - sold in violation of the No Scalping or Other Unauthorised Sales) of these terms; or
        - has been otherwise purchased or acquired fraudulently,
- The MECC may cancel the ticket. Where the MECC reasonably forms the view that the ticket was purchased with a stolen credit card, the MECC will take reasonable steps to refund the ticket price to that credit card unless it is unable to do so (for example, where the credit card has been cancelled).
- Companion Card details must be provided at the time of ticket purchase. You may be required to present your Companion Card at the venue. Failure to provide valid Companion Card details may result in the cancellation of your tickets.

NO SCALPING OR OTHER UNAUTHORISED SALES

- Tickets must not be resold or offered for resale at a premium or packaged, resold or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without the MECC prior written consent. 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.

CHILDREN'S EVENTS AND MINORS

- Admission and attendance at events designed for children may be subject to additional conditions of sale and entry. These conditions will be published on the MECC website and, if applicable, the Presenter's dedicated website for the event.
- School and other group tickets are subject to availability and additional conditions may apply.
- All persons under 18 must be accompanied by an adult whilst at the Venue. This includes all bar areas and foyers where alcohol is served. Proof of age may be required by the Venue.

MERCHANDISE

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

PROMOTIONS AND COMPETITIONS

- 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.

PRIVACY

- By purchasing a ticket through the MECC, you consent to the collection, use, disclosure and handling of your personal information as detailed in the MECC's privacy policy available at https://www.mackay.qld.gov.au/Privacy-and-disclaimer. This may include the disclosure of your personal information by the MECC to the Presenter and/or the Venue.

VOLUNTARY ASSUMPTION OF RISK

- 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.
- 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 the acts or omissions of other ticketholders, visitors, guests, and the employees and agents of the MECC, Venue and the Presenter.

LIMITATION OF LIABILITY

- To the extent permitted by law (including the Australian Consumer Law), the MECC and the Presenter 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. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of the MECC and the Presenter is limited to the minimum permitted by law.

GENERAL

- These Terms and Conditions may be varied at any time. Any variations become effective on the day immediately after their publication on the MECC website and apply to any purchases made after that date.
- 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.
- These Terms and Conditions are governed by the laws of Queensland, Australia.

TICKETING CODE OF CONDUCT

LIVE PERFORMANCE AUSTRALIA TICKETING CODE OF PRACTICE

Tickets are sold in accordance with the LPA Consumer Code which can be accessed online > http://wwwticketinf