

# Cinema at the 'G – presented by the Bank of Melbourne

## Terms of Sale and Conditions of Entry

The following terms and conditions apply to all persons who purchase tickets to Cinema at the 'G – presented by the Bank of Melbourne. Please read them carefully. By purchasing a ticket to the Cinema at the 'G event, you are agreeing to be bound by these Terms of Sale and Conditions of Entry.

**Organiser** means the Melbourne Cricket Club.

**Presenting Partner** means the Bank of Melbourne.

**Third Party Ticket Provider** means Ticketek.

## Terms of Sale

### 1. Terms of Sale

Tickets sold by the Organiser are subject to the following terms and conditions:

- 1.1 All ticket sales are final and non-transferable. Refunds and exchanges will not be made for change of mind or if the wrong session is inadvertently booked. Refunds will also not be given for adverse weather conditions (refer to clause 1.2 below).
- 1.2 The Organiser will go ahead with the movie sessions regardless of the weather conditions and the wet weather contingency arrangements will be activated. The Organiser will monitor the weather forecast in the days prior to each session and at the Organiser's discretion will decide whether to activate the wet weather contingency arrangements. If the wet weather contingency plan is activated, patrons will be moved to undercover seats in the seating bowl to watch the movie. Cinema at the 'G staff will direct all patrons and ensure everyone is provided with an allocated seat. We strongly recommend patrons bring wet weather gear to movie sessions in case of light rain (note the use of umbrellas during screenings is not permitted as it may obstruct the view of other patrons). Please note that the wet weather contingency arrangements will not be activated during a film so a decision will be made prior to the arrival of patrons and enforced accordingly.
- 1.3 If a movie session is cancelled or terminated by the Organiser due to an occurrence outside of the Organiser's direct control or as a result of mechanical breakdown, the Third Party Ticket Provider will refund the face value of each ticket in accordance with its refund policy which can be found here: <https://premier.ticketek.com.au/Content/buyers/termsOfSale.aspx>
- 1.4 Staff working at Cinema at the 'G are not able to provide refunds. All correspondence relating to refunds should be directed to the Third Party Ticket Provider.
- 1.5 The Organiser may refuse entry if tickets are damaged or defaced in any way.
- 1.6 The Organiser reserves the right to charge patrons for the replacement of lost or damaged tickets.
- 1.7 Late arrival may result in non-admittance until a suitable time during the movie.
- 1.8 Prices shown for tickets to Cinema at the 'G include GST where applicable.
- 1.9 Tickets sold by the Third Party Ticket Provider are subject to the terms and conditions found on the following website: <https://premier.ticketek.com.au/Content/buyers/termsOfSale.aspx>

### 2. Pre-sale of tickets

- 2.1 Pre-sale for Presenting Partner customers begins at 9:00am on Monday 26<sup>th</sup> November 2018 until 8:00am on Tuesday 27<sup>th</sup> November 2018. Customers must enter the first six digits of their credit or debit card in the 'Promotional Code' field on the Third Party Ticket Provider website to access the pre-sale.
- 2.2 Pre-sale for Organiser members begins at 9:00am on Monday 26<sup>th</sup> November 2018 until 8:00am on Tuesday 27<sup>th</sup> November 2018. Members must enter their MCC membership number in the 'Promotional Code' field on the Third Party Ticket Provider website to access the pre-sale. The MCC membership number also acts as your password to the third party ticketing site.
- 2.3 Pre-sale for those with a valid email address and who have expressed interest and previously attended a Cinema at the 'G event begins at 9:00am on Tuesday 27<sup>th</sup> November 2018 until 8:00am on Wednesday 28<sup>th</sup> November 2018. A password will be sent via email to those who qualify for this presale to access the ticketing site.

### 3 General sale of tickets

- 3.1 All remaining tickets will go on sale at 9:00am on Wednesday 28<sup>th</sup> November 2018.
- 3.2 Tickets will remain on sale until the capacity is exhausted.

### 4 Privacy and access

- 4.1 Any personal information that the Organiser collects from your use of this web site will be maintained in accordance with MCC privacy policy which can be viewed here: <https://www.mcc.org.au/privacy>
- 4.2 Any personal information that the Third Party Ticket Provider collects from the use of its website will be maintained in accordance with the Third Party Ticket Provider privacy policy which can be viewed here: <https://premier.ticketek.com.au/Content/buyers/privacy.aspx>
- 4.3 The Presenting Partner's privacy policy can be found at <https://www.bankofmelbourne.com.au/online-services/security-centre/we-protect-you/privacy-policy>

### 5 Variation

- 5.1 The Organiser reserves the right to vary the terms of sale at any time. Variations become effective upon updating the Cinema at the 'G webpage. By making a purchase after the terms and conditions have been varied you agree to be bound by the variation.

## Conditions of Entry

1. Upon purchasing a ticket to Cinema at the 'G – presented by the Bank of Melbourne, the purchaser agrees to be bound by the conditions of entry of the MCG (refer to <http://mcg.org.au/the-stadium/visitor-information/conditions-of-entry>).
2. Children under the age of 18 must be accompanied by their parent or guardian at all times.
3. BYO alcohol is STRICTLY PROHIBITED. Alcohol can be purchased at the event. Wanding, bag searches and car searches will be completed on each patron upon entry to the MCG. Any patrons who attempt to bring in alcohol will have it confiscated.
4. BYO food is permitted, provided no breakable items are brought onto the turf. Breakable items include glassware, ceramics, porcelain etc.
5. Pets are NOT permitted.
6. Patrons are restricted from bringing any chairs (including camping, deck and beach chairs) onto the arena. Picnic rugs, blankets, cushions, bean bags and pillows are all able to be brought in.
7. Patrons may not damage or remove any vegetation or property belonging to the Melbourne Cricket Ground or in the Yarra Park Precinct whether that vegetation or property is within or outside the designated Cinema at the 'G site.

8. Patrons must remain within Cinema at the 'G permitted areas where instructed to do so by staff.
9. Open flames of any sort may not be brought into or used at the Cinema at the 'G.
10. Cinema at the 'G reserves the right to eject any person who is intoxicated and/or causing a disturbance to other patrons. Such a person will not be entitled to a refund.
11. Patrons attend and enter the MCG and the surrounding area at their own risk. The Organiser and the Presenting Partner shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury or death which is suffered or sustained, as a result of attending the 'Cinema at the 'G, except for any liability which cannot be excluded by law.
12. Patrons acknowledge that they will be liable for any damage they cause to any property during any 'Cinema at the 'G session, including but not limited to the stadium and the turf.
13. Patrons consent to the Organiser and the Presenting Partner (including their affiliates and authorised agents) using the patrons' and/or their child's/children's, names, likenesses, images and/or voices (incl. photograph, film and/or recording of the same) in any media (including websites) for an unlimited period of time without remuneration for the purpose of promoting the Organiser and/or the Presenting Partner, and promoting any products manufactured, distributed and/or supplied by and/or events conducted and/or hosted by the Organiser and/or the Presenting Partner (including their affiliates and authorised agents), and for the purpose of allowing any person accessing the MCG website or the website of any agent of the Organiser and/or the Presenting Partner to purchase or download for free any images created.

#### **Presenting Partner General Terms & Conditions**

1. The Presenting Partner and its related bodies corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) will be known as the "Westpac Group".
2. The Presenting Partner collects personal information from all ticket holders in order to conduct the Event through the third party Ticket Provider. If the information requested is not provided, the holder may not be able to purchase tickets to the Event. The Presenting Partner's treatment and storage of personal information will be handled in accordance with all applicable laws in Australia.
3. Neither the Presenting Partner nor any other member of the Westpac Group will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet.