

TICKETING SALES TERMS AND CONDITIONS

Updated May 2023

Before proceeding with your purchase, please read these Terms and Conditions carefully.

Do not purchase a ticket, register for a workshop or purchase merchandise unless you agree with these Terms and Conditions.

THOMAS DIXON CENTRE is the home of Queensland Ballet Company (ABN 26 009 717 079) (Queensland Ballet). In these Terms and Conditions, “you” is the ticket holder and “we” or “us” is Queensland Ballet.

These Terms and Conditions apply to any ticket, workshop or merchandise bought from Queensland Ballet or through the THOMAS DIXON CENTRE Box Office (in person, online or by phone). If your ticket for a Queensland Ballet event has been bought through QTIX or other ticket agent, the terms and conditions of that agent will apply.

COVID Safe

We continuously strive to keep audiences, artists and staff safe. Please read the following guidelines as part of your Terms and Conditions in attending events and performances at the THOMAS DIXON CENTRE or for Queensland Ballet events and performances where your ticket has been sold by Queensland Ballet.

We will follow all guidance and mandates set by the Queensland Government in respect of events and performances. Find up-to-date information [here](#). Whilst we will take reasonable steps to keep our audiences up to date on the current health directives, it is important that you check for updates prior to attending an event or performance to avoid any disappointment on arrival.

REFUNDS

Please refer to the General Terms and Conditions regarding refunds.

Refunds will not be available to if you:

- are well but do not wish to attend an event due to fears of exposure to COVID-19; or
- are from a group at a higher risk of COVID-19; or
- are denied entry into the event for reasons which were disclosed to you in the ticket terms and conditions at the time of sale. For example, these reasons may include (but not be limited to) non-compliance with mandatory mask wearing or unwillingness to provide personal contact information when requested.

If you feel unwell with COVID or flu-like symptoms whilst at the event or performance, we request that you notify staff and vacate the premises with caution to minimise any potential transmission – especially throughout the indoor spaces such as the Talbot Theatre.

Please use the hand sanitiser on your arrival at the event or performance and throughout your visit.

General Terms & Conditions

Application of Terms

By purchasing a ticket through the Queensland Ballet, the THOMAS DIXON CENTRE Box Office (in person, online or by phone) or an authorised agent, you agree to these Terms and Conditions.

Tickets, registrations and merchandise are sold or issued by:

- Queensland Ballet who manages, produces, promotes, presents or otherwise provides the service, event, item or performance for which the ticket is sold or issued; or
- us as 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 (if Queensland Ballet is not 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 THOMAS DIXON CENTRE; and/or
- in the order confirmation produced at the time of sale and emailed to the address provided when processing the booking.

We have no control over, or liability for, the performance of the event by the Presenter. All ticketing/ sales complaints and claims, and your legal rights, are as against the Presenter (where Queensland Ballet is not the presenter), not the Queensland Ballet or the owner of the THOMAS DIXON CENTRE, unless you have a legal right against us under the Australian Consumer Law.

Each Venue and the THOMAS DIXON CENTRE has different conditions of entry. Those conditions of entry are incorporated into these Terms and Conditions and apply to your ticket.

These Terms and Conditions incorporate the Live Performance Australia Ticketing Code of Practice – Consumer Code (LPA Code), which sets out a code of conduct for the sale of tickets to live events, including consumer rights. The LPA Code is available online [here](#), or you may ask at the THOMAS DIXON CENTRE or Queensland Ballet for a copy.

Your ticket may be subject to additional booking terms, which you will be notified of prior to purchase. For example:

- school and other group tickets may be subject to additional conditions of sale and entry; and
- admission and attendance at events, workshops, classes and festivals designed for children may be subject to additional conditions of sale and entry.

To the extent there is any inconsistency between any additional booking terms and these Terms and Conditions, these Terms and Conditions will prevail.

Ticket Purchases

- Tickets and registrations are only valid if purchased through Queensland Ballet, the THOMAS DIXON CENTRE Box Office (in person, online or by phone), QTI (subject to QTI T&Cs) or an authorised sales agent assigned by Queensland Ballet.

- Ticket sales and registrations may be limited to a specified number of tickets. Queensland Ballet and its authorised sales agents may cancel or refuse to accept orders which it believes are placed in excess of any such limits.
- Ticket proceeds for events or performances sold by Queensland Ballet are held in a separate trust account and will be refunded if the event does not proceed, if required by the LPA Code.
- Bookings are subject to availability.
- Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as provided for in the LPA Code or as required by law.

Pricing and Payment

- All prices quoted are in Australian dollars and include GST if applicable. A tax invoice is available upon request to Queensland Ballet.
- Prices are subject to change without notice.
- A transaction fee may apply to your ticket purchase. You will be notified of the applicable fee prior to purchase.
- You warrant that you have the authority to make payment for your ticket/ registration 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), we 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

- Tickets will only be delivered following full payment and only if tickets are required to attend an event or performance.
- Postage and handling fees may apply.
- If you elect Print At Home then:
 - if a duplicate copy of this ticket appears, Queensland Ballet reserves the right to request proof of identity and proof of purchase; and
 - unauthorised duplicate ticket holders will be refused entry to the class, workshop, event or performance.

User Account

- Prior to purchasing a ticket through the THOMAS DIXON CENTRE or Queensland Ballet 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 THOMAS DIXON CENTRE or Queensland Ballet website and all transactions conducted using your account. If you become aware of any unauthorised use of your account, please notify us immediately and reset your password.

Lost or Stolen Tickets

- Where tickets are lost, stolen, misplaced or destroyed (or in other circumstances in which replacement tickets are required), we may charge an administration fee to issue replacement tickets and may require proof of identity and purchase, prior to issuing a replacement ticket.
- We may refuse to 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 us and the Presenter. By attending an event, you agree to the Venue's conditions of entry (which are available from the Venue) and to our conditions of entry set out below:

- Any specific conditions for the Venue or the performance communicated to you at the time of purchase of the ticket, on the Queensland Ballet or THOMAS DIXON CENTRE website or on the Presenter's website or marketing material.
- Bags and possessions may be inspected prior to admission.
- Filming and photography may take place during the time you attend the THOMAS DIXON CENTRE and you may be filmed for promotional purposes. If you do not wish to be filmed, please make yourself known to a THOMAS DIXON CENTRE staff member.
- The use of photographic or recording devices of any kind during the performance is not permitted, unless otherwise expressly permitted by the Presenter.
- You may be refused entry or required to leave the Venue, class, workshop or performance if you do not comply with the conditions of entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law.
- If you are 16 years or younger, you must be accompanied by an adult at all times. The accompanying adult assumes all responsibility for your care and safety whilst at the Venue.

Refunds, Cancellations and Changes

- If an event is cancelled, rescheduled or significantly relocated we will attempt to notify ticket holders of the cancellation, rescheduling or relocation. If Queensland Ballet is not the presenter, we will require authorisation from the Presenter before we attempt to notify you. We do not guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event.
- If an event is cancelled due to a natural disaster, weather conditions or for any other cause beyond our or the Presenter's control, there is no right of refund or exchange, and no obligation is assumed by us or the Presenter for arranging of a substitute service, event, or performance.
- You may be entitled at law or under the LPA Code to a refund where an event is cancelled, rescheduled or significantly relocated.
- Discretionary refunds may be considered if you are unwell and unable to attend a future performance, with a minimum of 24 hours notice.
- To the extent permitted by law, neither we 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. We recommend that you obtain ticket and/or travel insurance for those expenses.
- To the extent permitted by law, neither we nor the Presenter are liable to refund to you any amount beyond the face value of the ticket plus any transaction fee.
- Neither we nor the Presenter is required to provide you with a refund, if you apply for a refund on the grounds that an event does not meet with your expectations.
- If we reasonably form the view that a ticket has been:
 - a) purchased with a stolen credit card;
 - b) sold in violation of the "No Scalping or Other Unauthorised Sales" terms below; or
 - c) has been otherwise purchased or acquired fraudulently, we may cancel the ticket.
- Where we reasonably form the view that the ticket was purchased with a stolen credit card, we will take reasonable steps to refund the ticket price to that credit card unless we are unable to do so (for example, where the credit card has been cancelled).

No Scalping or Other Unauthorised Sales

- Tickets must not be resold or offered for resale, or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without our and/or Presenter's 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, performances and festivals designed for children may be subject to additional conditions of sale and entry. These conditions will be published on the THOMAS DIXON CENTRE website, the Queensland Ballet website (if Queensland Ballet is the presenter) and, if applicable, the Presenter's dedicated website for the event. Generally, children younger than age two, who are able to sit on their parent or guardian's lap, for the duration of the performance or event, do not require a ticket unless specifically stated otherwise on the event webpage.
- School and other group tickets are subject to availability and additional conditions may apply.
- All persons under 16 must be accompanied by an adult whilst at the THOMAS DIXON CENTRE. This includes all bar areas and dining rooms where alcohol is served. Proof of age may be required by the Venue.

Concessions Policy & Access to tickets

- Where concession pricing is stated, it is often available to Full pensioners, Queensland Government Seniors Card holders, MEAA members, full-time students and unemployed (Health Care card holder) persons. National Seniors Card not applicable.
- Please check the particular event and breakdown in the pricing that is displayed. Where it says "concession price" only, the price applies to all of the above categories.
- When placing your booking you will need to provide proof of age, student ID, or Pensioner concession card, and be able to present this, if requested, at the performance.

Merchandise

Merchandise will not be refunded or exchanged, unless required by law.

Promotions & Competitions

- If you received your ticket as a prize, gift, donation or otherwise for no cost, both these Terms and Conditions and the terms and conditions of the relevant promotion or competition (Competition Terms) apply to your use of the ticket.
- Where additional elements were included in your prize package, such as hotel accommodation, merchandise or travel arrangements, such additional elements are subject to the Competition Terms and may be subject to additional terms and conditions of the provider of such additional elements (for example, an airline for travel arrangements).
- Where we reasonably form the view that the ticket was purchased with a stolen credit card, we will take reasonable steps to refund the ticket price to that credit card unless we are unable to do so (for example, where the credit card has been cancelled).

Privacy

- By purchasing a ticket at or through Queensland Ballet or the THOMAS DIXON CENTRE, you consent to the collection, use, disclosure and handling of your personal information (which may include your name and home location, and transactional information you provide) as detailed in the [privacy policy](#) contained on the THOMAS DIXON CENTRE or Queensland Ballet website (as may be updated by us from time to time).
- Without limiting our privacy policy, we may:
 - collect your personal information in order to provide you with products and services, notify you of any changes in connection with your ticket, contact you in relation to your ticket, recommend other services provided by our partners, provide you with information about upcoming events, detect fraud, and otherwise communicate with you;
 - disclose your personal information to the Presenter, our related entities, our professional advisers, in connection with our funding arrangements, and otherwise with your consent;
 - disclose your personal information to the Venue, in which case the Venue will collect, use, disclose and handle your personal information in line with their own privacy policies, which you may obtain from the Venue; and
 - use your personal information for the purpose of marketing, including direct marketing.
- We will take precautions to safeguard your personal information from loss, misuse, unauthorised access, modification or disclosure.
- If you wish to have access to, or correct, any of your personal information held by us, or make a complaint about the way we have collected, used or disclosed your personal information, please contact us (details on the THOMAS DIXON CENTRE or Queensland Ballet website). If you are not satisfied with the way we address your complaint, you may make a complaint to the OAIC.
- We may from time to time make changes to our privacy policy. If we amend our policy, we will post the amended privacy policy on the THOMAS DIXON CENTRE or Queensland Ballet website.

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.
- You are responsible for the care and safety of any person who accompanies you to the venue, and who is under 16 years of age.
- 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 and/or the THOMAS DIXON CENTRE. This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, guests, and the employees and agents of ours and the Presenter.

Limitation of Liability

To the extent permitted by law, neither we nor the Presenter are 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 THOMAS DIXON CENTRE and/or the event.

Where liability cannot be excluded or modified by law, the liability of us and the Presenter is limited to the minimum amount permitted by law.

You may wish to obtain personal insurance to cover ticket and/or travel.

Queensland
Ballet

Queensland Ballet
Academy

THOMAS
DIXON
CENTRE

General

These Terms and Conditions may be varied at any time. Any variation becomes effective on the day immediately after its publication on the THOMAS DIXON CENTRE or Queensland Ballet website and applies 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.