



# TICKETING TERMS & CONDITIONS OF SALE

## 1. APPLICATION OF THESE TERMS AND CONDITIONS

The sale of tickets for an Event and attendance at an Event are subject to these Terms and Conditions of Sale and any additional terms and conditions notified at the time of ticket sale. Such terms apply to both the original purchaser / ticket holder and any subsequent ticket holder, and you agree to those terms by acquiring an Event ticket and/or seeking to attend an Event. By purchasing a ticket on behalf of someone else, you undertake to inform them of those terms.

Sydney International Piano Competition, '*the Sydney*', 'we', 'our' and 'us' means Piano+ .

'You' means the person seeking to purchase or acquire a ticket to an Event, the person holding a ticket to an Event and the person seeking to attend an Event.

'Event' means a concert, recital, competition, masterclass, or other participatory opportunity or performance arranged or presented by us or for which we sell tickets.

'LPA Code' means the Live Performance Australia Ticketing Code of Practice (Consumer Code and Industry Code) in effect at the time of ticket sale.

'Authorised ticket seller' means us or a person authorised by us to supply tickets to an Event.

These Terms and Conditions of Sale also apply to tickets issued by other authorised ticket sellers (if any). If an Event is presented by another company or held at another person's venue, tickets and attendance may also be subject to the other presenter / venue's terms and conditions. If the Event is held at Sydney Opera House venues, tickets and attendance at the venue is subject to the Sydney Opera House General Terms and Conditions for Tickets and Attendance. To the extent of any inconsistency, these Terms and Conditions of Sale and any additional terms and conditions notified by us at the time of sale, will prevail over the terms and conditions of the authorised ticket seller and other presenter / venue.

We are a member of Live Performance Australia. We issue tickets to Events and liaise with consumers in accordance with the LPA Code. [this is correct]

## 2. COVID-19 SAFETY PLANS SAFE PRACTICES

Attending our Events while under quarantine or isolation orders is prohibited, and if you appear to have COVID-19 symptoms we may need to deny you entry or ask you to leave. Attending our Events when unwell places others as well as yourself at risk. For the safety and wellbeing of everyone, you must not come to our venues for an Event if you:

- feel unwell or if you are displaying any of the COVID-19 symptoms as identified by NSW Health from time to time (such as fever, cough, sore/scratchy throat, shortness of breath, loss of smell or loss of taste)
- are awaiting the results of a COVID-19 test
- are required to self-isolate for any reason
- are required to quarantine

Please also consider your own safety and wellbeing, and guidance from NSW Health - is attending the right thing for you? By attending our Events at this time, you voluntarily assume the risks posed by COVID-19.

If the Department of Health or other Government Department makes a formal request, we may be required to disclose your personal information (such as full name, contact email &/or contact phone number) for contact tracing purposes. By purchasing your ticket, you are providing us with your permission to do so.

If you are attending the Event as part of a group, as the primary ticket purchaser, you are responsible for knowing the contact details of all attendees in your group. In the event you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must: (a) make the contact details of your group available to the Government (if you have the consent of each group member to do so); or (b) contact each member of your group, and request that they provide their contact details to the Government directly.

### 3. TICKET PRICES, DELIVERY AND LIMITS

Prices listed on this site are displayed in Australian dollars and include GST where applicable.

A transaction fee may apply to your ticket purchase. You will be notified of all applicable fees prior to purchase.

We may require you to collect tickets at the Box Office of the venue in which the Event is being presented.

We may impose a maximum ticket limit. Unless otherwise specified, the maximum number specified applies to the season overall of an Event, not to each performance of an Event. We may refuse to accept orders which exceed the maximum ticket limit. Tickets purchased in excess of a ticket limit may be cancelled without notice.

### 4. ADMISSION TO EVENTS

You must hold a valid ticket to attend an Event. We may refuse admission or remove any ticket holder from the venue in accordance with the LPA Code, including (but not limited to) where:

- (a) you cannot produce a valid ticket for the Event;
- (b) you produce a ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions of Sale or any additional terms and conditions notified at the time of ticket sale;
- (c) you cannot produce proof of your concession entitlement where a concession ticket has been purchased;
- (d) you have in your possession and/or refuse to surrender to the venue manager's staff any prohibited object or article;
- (e) you refuse to be subject to a visual search of your possessions;
- (f) you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of performers, other consumers or any other persons, including as a result of intoxication;
- (g) you behave in a manner that unreasonably interferes with other consumers' enjoyment of the Event;
- (h) you otherwise breach these Terms and Conditions of Sale or any additional terms and conditions notified at the time of ticket sale, or fail to follow the reasonable directions of the venue manager's staff;
- (i) you refuse to remain in the area or seat designated on your Ticket;
- (k) you or any attendees in your group cannot produce proof of age, and
- (l) you or any attendee in your group refuses to comply with venue safety requirements.

Latecomers will not be given access to the Event venue unless there is a suitable/convenient break in the program. Seating may be relocated as a result of late entry.

### 5. VENUE REQUIREMENTS

The use of phones, photographic or recording equipment is prohibited. Your device must be turned off or to flight mode upon entry to avoid disruption to the Event.

You must allow adequate time for collection of tickets on arrival at the venue and provide adequate proof of ticket purchase, if requested. We do not accept responsibility for any delays that may be encountered at the Box Office prior to an Event.

To help ensure the safety and security of Events, your person, bags and personal belongings may be subject to a visual search.

If at the time of the Event, either you or any other attendees of your group are feeling unwell with COVID-19 symptoms or are subject to a self-quarantine or self-isolation period, you agree not to attend the Event.

Umbrellas, prams, backpacks, larger bags and other items that may be hazardous or restrict the movement of visitors may not be permitted into the venue or may be required to be cloaked, depending on the nature of the Event.

You are responsible for your personal possessions such as bags, mobile phones and other items you carry with you. It is your responsibility to collect any cloaked items after the performance.

Normally, food and drink are not allowed inside a performance space, unless otherwise specified. Other items that are prohibited inside a theatre or other performance space include alcohol purchased from outside, glass bottles, offensive signs or clothing, laser pointers and any other items that could present a safety hazard to others or interfere with the performance. You will be notified if other items are prohibited for particular Events.

You should make your own further inquiries before deciding whether an Event is suitable.

## 6. CHANGES

Event details may change sometimes with little or no notice. For example, artists or other participants may be added, withdrawn or substituted.

We may vary seating arrangements. Despite any seat number on your ticket, we do not guarantee you any particular seat. If we need to allocate a different seat to you for operational reasons, including a change of venue, we will use reasonable endeavours to ensure it is in a location of comparable value to the seat number on your ticket.

At times, during the course of selling tickets to an Event, we may alter the price of tickets on sale in response to varying levels of consumer demand. Such alterations do not affect the Terms and Conditions applying to tickets purchased before the price change and do not entitle you to claim a refund on your ticket price or the difference between your ticket price and the newly adjusted ticket price.

At times, during the course of selling tickets to an Event, we may release additional seats (for example, when final staging requirements are known or in response to demand) or additional dates for presentation of the Event. Such alterations do not affect the Terms and Conditions applying to tickets purchased before the release of additional seats or dates and do not entitle you to claim a refund for tickets purchased prior to the release of additional seats or dates.

## 7. RESALE RESTRICTIONS

We are the only authorised ticket seller for Events, unless otherwise specified on our website for specific Events. If you purchase tickets from an unauthorised seller you risk that these tickets are fake, invalid or have previously been cancelled and that you may be refused admission to the relevant Event. We strongly recommend you only purchase tickets from an authorised ticket seller. You can contact our Office to confirm if a ticket seller is authorised.

Tickets must not be resold for a profit by the original purchaser / ticket holder (including via online resale or auction sites). If a ticket is offered, advertised or resold for more than 110% of the original supply cost by any person, we may cancel the ticket without a refund and the bearer of the ticket may be refused admission. The original supply cost is the amount for which the ticket was sold to the first purchaser by an authorised ticket seller (excluding transaction costs), as printed on each ticket.

We may request evidence of the resale price paid in order to enforce this resale restriction. We will consider any authentic evidence which can reasonably prove that the resale price paid was no more than 110% of the original supply cost. This evidence may include:

- (a) bank statement;
- (b) a resale account receipt or tax invoice;
- (c) other official documentation which evidences the original supply cost and resale price paid; and
- (d) correspondence between reseller and buyer accompanying any of the above.

If such evidence is not provided to us on request in a reasonable time, we may cancel the relevant ticket/s without a refund and without notice, and the bearer of the ticket may be refused admission.

Tickets must also not be offered or advertised for resale for a profit by the original purchaser / ticket holder (including via online resale or auction sites).

Any advertisements for the resale of an Event ticket must specify:

- (a) the original supply cost of the ticket; and
- (b) details of the location from which the ticket holder is authorised to view the Event (including any bay number, row number and seat number for the ticket).

If an Event ticket is advertised for resale in breach of these conditions, or for more than 110% of the original supply cost, we may cancel the ticket without a refund and without notice and the bearer of the ticket may be refused admission.

## 8. REFUNDS AND EXCHANGES

Tickets cannot be refunded or exchanged after purchase except as outlined in these Terms and Conditions of Sale, the LPA Code or otherwise as required by the Australian Consumer Law and applicable state consumer laws.

The original purchaser of a ticket is entitled to a refund (less transaction/ handling/booking fees or delivery charges) if the relevant Event is cancelled or rescheduled before the Event, or is significantly relocated, or if we are unable to provide you with the Event in question.

Any refund payable for a ticket will be made to the original purchaser of that ticket. Refunds will not be issued for tickets purchased from a reseller or an unauthorised seller. If you are not the original purchaser because you bought your ticket from a reseller, there is no guarantee that any refund provided to the original purchaser will be passed on to you.

We may cancel a ticket to an Event if we reasonably consider that the ticket was purchased fraudulently. Refunds will not be issued for tickets which have been cancelled due to fraud or a breach of these Terms and Conditions of Sale.

Unless required by law (including the Australian Consumer Law), we will not be liable for auxiliary expenses incurred by you in connection with your attendance or non-attendance at an Event, including if the Event is cancelled, rescheduled or relocated. Auxiliary expenses include, but are not limited to, the cost of travel, car-parking, child-care and accommodation. You should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements associated with attendance at an Event.

## 9. LOST TICKETS

It is your responsibility to keep your tickets safe. We may refund or replace lost, stolen or missing tickets at our sole discretion and fees may apply.

## 10. LIABILITY

Our liability to you in relation to tickets is limited to the obligations specified in these Terms and Conditions of Sale and our obligations under applicable laws (including the Australian Consumer Law) and the LPA Code.

The Australian Consumer Law provides certain statutory guarantees for consumers which cannot be excluded, for example that services will be provided with due care and skill. Nothing in these Terms and Conditions of Sale seeks to modify or exclude those guarantees.

Ticket holders enter Event venues at their own risk. To the maximum extent permitted by law (including the Australian Consumer Law), we will not be liable for any loss, damage, expense or injury to the extent arising from your wilful, reckless or negligent acts or omissions, any pre-existing medical condition, your breach of these Terms and Conditions, the cancellation of your tickets due to your breach of these Terms and Conditions, or your reliance on reviews and opinions about Events and performers.

You agree to compensate us for any damage, loss, liability or injury we may suffer as a result of your wilful, reckless or negligent acts or omissions at an Event venue.

## 11. PHOTOGRAPHS, RECORDINGS AND PRIVACY

Closed circuit television (CCTV) cameras operate at some venues.

We reserve the right to record, photograph, broadcast and/or telecast any Event and you consent to us doing so. You consent to the editing, reproducing and communicating by us, or permitted by us, of any image or recording taken of you, and anyone for whom you are responsible, while on the premises, in whole or part to the public in any place and in all media. We are not obliged to provide or reproduce to you any such image or recording.

Refer to our [Privacy Policy](#) for information about how we handle your personal information.

## 12. NO WAIVER

Without limitation, we reserve the right to enforce these Terms and Conditions of Sale if:

- (a) you have purchased a ticket to an Event in contravention of these Terms and Conditions of Sale; or
- (b) we have not enforced our rights under these Terms and Conditions of Sale on a prior occasion.

## 13. AMENDMENTS

We may amend these Terms and Conditions of Sale by updating them on our website. Any variations become effective upon their first publication on our website and apply to ticket purchases made after that time.

We may also amend these Terms and Conditions of Sale as they apply to tickets which have already been sold, if those amendments are made to ensure that these Terms and Conditions of Sale reflect changes or developments in applicable laws or regulations, and any changes to the LPA Code. We will provide you with reasonable notice of such amendments.

You should review these Terms and Conditions of Sale before seeking to purchase tickets for Events and before attending Events.

## 14. FEEDBACK

We value your feedback, both positive and negative. You can provide your comments by email or post to:

Sydney International Piano Competition  
PO Box R104  
Royal Exchange  
NSW 1225

[Info@thesydney.com.au](mailto:Info@thesydney.com.au)