



Policy Statement

Terms and Conditions

www.tivoliwestwyalong.com.au

This website (“the Website”) is operated by The West Wyalong Community Theatre Incorporated trading as Tivoli West Wyalong (Tivoli) (INC1800989) (ABN 46 548 635 523). This Website is made available solely for access from places in Australia and to users located in, or ordinarily resident in Australia.

This document contains the terms and conditions governing your use of this Website and your purchase of any movie tickets, goods or services from the Tivoli using this Website. Your access to and use of this Website is conditional on acceptance of these Terms and Conditions. If the Terms and Conditions are not acceptable you must not use this Website

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1. Terms and Conditions - Application

- 1.1 You agree that your use of this Website and the purchase of any movie tickets will be governed by these terms and conditions (“Terms of Use”) and the terms and conditions set out in the Tivoli Privacy Policy which appears on this Site. As these Terms of Use and the Privacy Policy are important legal documents, we recommend that you read both documents before taking any further steps on this Site. Your continued use of this Site will be treated by the Tivoli as your acceptance to the Terms and Conditions and Privacy Policy. If you do not accept these Terms and conditions and the Privacy Policy, you must refrain from using or accessing this Site and any information contained on it.
- 1.2 If the Tivoli suffers or incurs any loss or damage in connection with any breach of these Terms and Conditions you agree to indemnify the Tivoli for those losses and damages.

2. Terms and Conditions - Implied Terms

Where legislation implies in these Terms and Conditions any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application or exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in these Terms of Use. However, the liability of The Tivoli for any breach of such condition or warranty or any other breach of these Terms of Use will be limited, at the option of The Tivoli, to one or more of the following:

- 2.1 If the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- 2.2 If the breach relates to services:
 - (i) The supplying of the services again; or
 - (ii) The payment of the cost of having the services supplied again.

3. Terms and Conditions - Interpretation

In these Terms and Conditions unless the context otherwise requires:

- 3.1 Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 3.2 Cinema is The West Wyalong Community Theatre Incorporated trading as Tivoli West Wyalong (Tivoli)
- 3.3 Intellectual Property means any copyright, patent, trade mark, design, or other related statutory or common law right, anywhere in the world, whether registered or capable of registration or not.

- 3.4 Product means any good or service provided or offered for sale or rental by the Tivoli including (without limitation):
 - (i) movie tickets and alternative content tickets
 - (ii) 3D glasses
 - (iii) gift vouchers
 - (iv) food and beverage items
 - (v) accessories and ancillary services.
- 3.5 Terms means these terms and conditions as amended by the Tivoli from time to time, and include the Tivoli's Privacy Policy
- 3.6 'the Tivoli', 'we', 'us', or 'our' means West Wyalong Community Theatre Incorporated trading as The Tivoli West Wyalong (Tivoli) (INC1800989) (ABN 46 548 635 523)
- 3.7 Site means this Website.

4. Registration

- 4.1. You may be asked to provide personal information to the Tivoli before purchasing any movie tickets from this Website, before entering any competition on the Website or before registering as a member of this Website. If you do not provide that Personal Information to the Tivoli, the Tivoli may not be able to sell you movie tickets, enter you into that competition or register you as a member.
- 4.2 All Personal Information the Tivoli collects from this Website will be maintained in accordance with the Tivoli's Privacy Policy.
- 4.3 You acknowledge that if you do not register as a member of this Website, parts of this Website designed for registered members may not be accessible to you. Employees and volunteers of the Tivoli and its related bodies corporate are entitled to become members of the Website, but are not entitled to enter any competitions on the Website.
- 4.4 The Tivoli will use its reasonable endeavours to maintain the security of any personal information that you provide. This Website has security measures in place to protect the loss, misuse and alteration of the information under the Tivoli's control. However, no data transmission over the internet can be completely secure, and the Tivoli cannot give an absolute assurance that the information you provide to us will be secure at all times.
- 4.5 The Tivoli may use techniques designed to identify fraudulent activities on the Website, such as fraudulent credit card use. If any unauthorised use of your credit card occurs as a result of your credit card purchase on the Website, you should notify your credit card provider in accordance with its reporting rules and procedures.
- 4.6 You agree that the Tivoli may cancel your registration as a member and/or refuse you access to this Website at any time in its sole discretion.

5. Website Usage

- 5.1 You must only access and use the Website in accordance with these Terms and Conditions and any applicable law.
- 5.2 The Tivoli reserves the right to deny access to its Website for conduct in its discretion believes is unlawful or breaches its Terms and Conditions.
- 5.3 You agree that in using this Website, you will not:
 - (a) use parts of this Website reserved for registered members unless
 - (b) You are registered as a member;
 - (c) Interfere with the usage of this Website by others;
 - (d) Use this Website in an illegal manner;
 - (e) Upload, post, email or otherwise transmit any document or information to this Website that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, sexually, ethnically or otherwise objectionable or vilifying;
 - (f) Upload, post, email or otherwise transmit any document or information to this Website that infringes any Intellectual Property Rights of any person;
 - (g) Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - (h) Interfere with or disrupt this Website, the server hosting this Website, or servers or networks connected to the server hosting this Website.

6. Website Prohibited Activities

- 6.1 Assist any other person to:
 - (a) Use any of the content on this Site (including movie session times) for commercial purposes or gain or to establish or operate your own product or offering;
 - (b) Use data mining, robots, screen scraping or similar data gathering and extraction tools on the Site;
 - (c) Interfere with or disrupt the operation of this Site or the servers or networks that host the Site;
 - (d) Interfere with security-related or other features of the Site;
 - (e) Use this Site in a way that may harass, annoy or disrupt any third person, including a third person who may receive messages as a result of your use of this Site;
 - (f) Use this Site to transmit, submit, convey or transfer any material or information that:

- (g) Is unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent, including without limitation any material constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise breach any applicable law that
- (h) Infringes the rights of the Tivoli or of any other person;
- (i) Is the personal information of any other person without that person's consent, or would otherwise infringe another person's privacy rights;
- (j) Is protected by copyright, trade mark or any other intellectual property right without first obtaining the permission of the owner or relevant right holder, or would otherwise infringe the intellectual property rights of any person;
- (k) Contains or comprises any malicious software of any description. the Tivoli may refer fraudulent, abusive, or illegal activity to the relevant authorities and reserves its rights to disclose the full details of any such conduct (including any associated personal information)

7. Website - Purchasing Products

7.1 Formation of contract

Your use of the Site and/or purchase of any product or service through this Site forms a legally binding agreement between you and the Tivoli. This clause sets out the terms that govern the sale of products to you via the Site.

7.2 Age restriction

Children under the age of 16 must obtain the permission and assistance of their parent or guardian to purchase any product or service through this Site.

7.3 Acknowledgements

This clause sets out the Tivoli's policies that may affect your ability to obtain or use any goods or services you purchase via this Site.

8. Website - Sale of Movie Tickets

(Applicable when online purchasing is available)

8.1 Movie tickets can only be purchased from this Website by credit card.

8.2 Movie tickets purchased via this Website will be available for collection at the Tivoli ticket box office.

8.3 Movie tickets purchased via this Website are non-refundable and are not available for exchange, unless required by law.

8.4 Prices on this Website include GST where applicable.

8.5 Seat allocation (when applicable) for movie tickets purchased via this Website is on a "best available" basis and is carried out by a prescribed computer program. By purchasing movie tickets via this Website you agree that:

- (a) you accept the seat allocated by the Tivoli to each ticket purchased;

- (b) The Tivoli has made no warranties or representations to you that you will be seated in a particular seat, row or section of the cinema.
- 8.6 You agree that the Tivoli may at its discretion, refuse to sell movie tickets to you or withdraw any movie tickets from sale via this Website.
- 8.7 Movie tickets are made available subject to the classification of the relevant film given by the Office of Film and Literature Classification. Where concession tickets are purchased, suitable identification must be presented upon collection of the tickets.
- 8.8 All transactions are in Australian Currency.
- 8.9 Session times may be subject to change or cancellation without notice. In the rare instance this does occur, the Tivoli will attempt to touch base with all bookings in an attempt to notify customers of this change where possible.

9. Website Content

- 9.1 The Tivoli publishes information on the Site, including information about:
- (a) movies and movie session times;
 - (b) prices for goods and services;
 - (c) Cinema trading hours; and
 - (d) Cinema facilities and access

10. Website Maintenance

- 10.1. The Site may be unavailable or operate with reduced functionality from time to time due to maintenance. The Tivoli provides no warranty that the Site will be operational at any time, and no warranties in relation to the content of any other website linked to or from the Site.

11. Website Modifications

- 11.1 You agree that The Tivoli may at any time, in its sole discretion, modify:
- (a) the look and feel of this Website;
 - (b) the Website Content; or
 - (c) these Terms of Use and Privacy Policy, with such modifications to take effect from the time that they are posted to this Website.
- 11.2. Information is regularly updated, and may change from time to time. The Tivoli uses reasonable efforts to ensure that information published on the Site is accurate and up to date, but does not guarantee the accuracy of any information published on its Site.

12. Membership Programs, Competitions and Promotions

- 12.1. From time to time, the Tivoli may offer or operate other promotions, including through this Site promotional offers. Participation in or acceptance of any Promotional Offer may be subject to availability, not applicable to, and

be subject to additional terms and conditions. By participating in or accepting a Promotional Offer you agree to review and be bound by any applicable terms and conditions.

13. Intellectual Property

- 13.1 You acknowledge and agree all copyright, trade marks, and other Intellectual Property rights subsisting in or in respect of the Site and any materials displayed or used on the Site (Website Content), including any photographs, images, text, audio or visual material, or source code, are owned by or licensed to The Tivoli, and may not be copied, reproduced, communicated, adapted, distributed, sold, modified, published, or otherwise used without The Tivoli's express prior written consent.
- 13.2 The Website Content is protected by Australian and international copyright and trademark laws.
- 13.3 You agree that you will not do any of the following without The Tivoli's written permission:
- (a) use The Tivoli's trademarks, except for printing out a copy of this Website or as part of a reference to a The Tivoli product or service;
 - (b) reproduce, copy, modify, merge, adapt, translate, re publish, frame, upload to a third party, post, transmit, broadcast, communicate to the public or otherwise make the Website Content available to the public;
 - (c) transmit or display the Website Content on any computer, system or network which permits electronic access by more than one user at a time;
 - (d) use, sell, assign, rent, sub licence or otherwise deal with the Website Content except as permitted by these Terms and Conditions of Use; or
 - (e) anything else which would infringe The Tivoli's rights or the rights of the Tivoli's Content suppliers.
- 13.4 You may view this Website using a web "browser" so long as you don't change the form of copyright and other proprietary notices. If you are interested in a piece of content for your personal, non commercial use, you may save a single copy, print one or download one.

14. Links and Advertising - Third Parties

- 14.1. The Tivoli may, from time to time, publish on its Website links to websites controlled by third parties (Linked Sites), including for advertising purposes. Unless expressly published otherwise, Linked Sites are not controlled by the Tivoli.
- 14.2 These links are for convenience only, and the inclusion of the hyperlink does not imply any endorsement of the Linked Site by the Tivoli or its affiliates. In

addition, the inclusion of third party advertising on this Website (whether with or without hyperlinks) is not an endorsement or recommendation of the third party advertiser by the Tivoli or its affiliates.

- 14.3 The Tivoli is not responsible for and does not warrant the accuracy of any content of any Linked Site. You agree that your use of or navigation to any Linked Site is entirely at your own risk.

- 14.4 You acknowledge and agree that Linked Sites are not under the control of the Tivoli and that the Tivoli is not liable or responsible for:
- (a) any act, omission or negligence of any person who administers or owns any Linked Site;
 - (b) the copyright compliance, legality or decency of any Linked Site;
 - (c) the accuracy or reliability of any information provided by any Linked Site;
 - (d) any goods or services provided by any person who administers or owns any Linked Site; or
 - (e) the performance of any obligations owing to by any person who administers or owns any Linked Site

14.5 The Tivoli may from time to time engage a quality digital advertising network which is responsible for placing some of the advertising on this Site. To make this advertising more relevant to you, anonymous information about the previous web browsing activity of your computer is collected and used to associate your computer with one or more pre-defined interest categories. Advertising that matches those interest categories may then be served to your computer. This interest based advertising does not change the amount of advertising you receive, it just makes it more relevant. General information about interest based advertising is available from the industry website www.youronlinechoices.com.au, and you can also opt out of some or all interest based advertising here.

15. Governing Law

- 15.1 These Terms and Conditions shall be construed in accordance with and shall be governed by the laws in force in the State of New South Wales.
- 15.2 You irrevocably submit to and accept the exclusive jurisdiction of any of the Courts of the State of New South Wales or the Commonwealth of Australia and any courts of appeal from these courts.

16. Privacy Policy

- 16.1 The Tivoli respects your right to privacy and has policies and procedures in place to ensure that all personal information collected by the Tivoli is handled sensitively, securely and in accordance with regulatory requirements. The Tivoli's Privacy Policy is available at tivoliwestwestwyalong/terms/privacy. You agree to the collection and use by the Program Operator of your personal information in accordance with the Tivoli's Privacy Policy.
- 16.2 Consent to collection and use of personal information
The Tivoli collects and handles your personal information in accordance with the Tivoli Privacy Policy, available at tivoliwestwyalong.com.au/privacy
By using this Website or by purchasing any products or services from this Website, or by submitting any information to this Website, you agree to the

collection and use by the Tivoli of your personal information in accordance with this policy.

17. Cookies

17.1. The Tivoli uses 'cookies' and other technologies to track your use of this Site and to adjust the Content displayed on this Site. You can disable cookies and the tracking technologies we use and still access the Site.

18. Film Classification

18.1. The Australian Classification Board makes classification decisions about films under the Classification (Publications, Films and Computer Games) Act 1995. The Tivoli may require proof of age identification in order to permit a person entry to a film session.

19. Beverages - Alcoholic and Non alcoholic

19.1. The Tivoli does not permit the consumption of alcoholic beverages on its premises unless by prior arrangement of the Tivoli management.

19.2 All non - alcoholic beverages must be purchased from the Tivoli Candy Bar

19.3 The Tivoli reserves the right to refuse patrons entry if this term is not adhered to.

19.4 Bag checks may be conducted and patrons refused entry based on any items deemed dangerous to the welfare of staff or others.

20. Food

20.1 The Tivoli does not permit outside food brought onto the Tivoli premises unless by prior arrangement with the Tivoli management. All food must be purchased from the Tivoli Candy Bar

20.2. The Tivoli reserves the right to refuse entry if this term is not adhered to.

20.3. Bag checks may be conducted and patrons refused entry based on any items deemed dangerous to the welfare of staff or others.

21. Tickets

21.1. Ticket Prices

When you purchase tickets, you will be shown the total purchase price which includes:

- (a) the price of each individual ticket
- (b) surcharges - if applicable
- (c) online booking fees - if applicable
- (d) credit card fees - if applicable
- (e) GST

21.2. By transacting your purchase you agree to pay the total purchase price in accordance with these Terms and Conditions.

21.3 Concession tickets

The Tivoli may require valid identification before permitting entry to a person holding a concession ticket.

21.4 Free List Tickets Restrictions

The Tivoli may impose a “no free list” or “no free tickets” restriction (NFT) to certain films and screenings in its discretion. NFT is a restriction imposed for selected films and screenings upon their release. It means that no special complimentary coupons, discounts or offers are valid for use on that specific film or screening until the restriction has been lifted. Generally, the NFT restriction will only last the first few weeks after a film’s release, although there are exceptions.

22. Tickets: Refund and Return Policy

22.1. Refunds or exchanges are not available if you:

- (a) simply change your mind about Products you have purchased;
- (b) have mistakenly purchased the wrong Product (including mistakes relating to session times, dates or cinema venue); or
- (c) are unable to provide proof of purchase

23. Tickets: Re-sale or Promotional Use

23.1 Products or services obtained from the Tivoli box office, Website or candy bar (including movie tickets and vouchers) may not be re-sold, on-supplied or transferred for commercial, consumer or promotional purposes, bundled with other goods or services, or used for promotional purposes without The Tivoli’s prior written consent.

24. Disrupting Events

24.1 The Tivoli’s obligations to supply to you Products you have purchased via this Site may be suspended due to circumstances outside The Tivoli’s reasonable control (Force Majeure events), such as extreme weather, power outages, natural disasters, fire, industrial action, data or communications failures or shortages, or changes to law.

25. Film Distributor Conditions and Restrictions

25.1 The supply to you of any film related Products is subject to any conditions, limitations or restrictions imposed by relevant studio or distributor for that film

26. Disclosure of Customer Details To Payment Processor

26.1 In addition to the collection of personal information as set out in the The Tivoli Privacy Policy, you consent to South West Slopes Credit Union (ABN 80 087 650 673) collecting your personal information to process payments made

by you on this Site through their payment gateway services.

- 26.2 Your payment and credit card details submitted using this Site are fully encrypted through industry standard secure software server technology. The Tivoli recommends that you check the SSL/TLS certificate at the time of any purchase to confirm this measure has been taken. If you suspect that unauthorised use of your credit card has occurred as a result of a purchase from this Site, you should notify your credit card provider immediately in accordance with its reporting rules and procedures.

27. Disclaimer

27.1 Except as provided by law, neither the Tivoli nor its affiliates nor the volunteers, employees, officers and agents of the Tivoli will be under any liability to you, in contract, tort or otherwise, in respect of any loss or damage (including consequential loss or damage, loss of profits, economic loss or loss of information) which may be suffered or incurred or which may arise directly or indirectly in respect of:

- (a) your use of this Website;
- (b) the accuracy, completeness or usefulness of any Website content or information contained in that Website Content;
- (c) your use of any websites that this Website links to;
- (d) any movie tickets or other goods or services supplied pursuant to these Terms and Conditions; or
- (e) in respect of the failure of the Tivoli to comply with its obligations under these Terms and Condition

27.2 Sessions times may be subject to change

28. Warranties, Representations and limitation of liability

28.1 This clause prevails over all other clauses in these Terms and Conditions. To the extent permitted by law, this clause states The Tivoli's entire liability, and your sole and exclusive remedies, for:

- (a) the performance, non-performance, purported performance, or delay in performance of any obligation the Tivoli has under these Terms, or in respect of any representation made on this Site
- (b) otherwise in relation to these Terms.

28.2 You acknowledge and agree that apart from where required by law, this Website and all Website content are provided "as is" without warranties of any kind, express or implied.

28.3 You acknowledge that, apart from where stated to the contrary on this Website, the Tivoli has not made any representations or given any warranties:

- (a) as to the functionality or content of this Website;
- (b) as to the accuracy or completeness of any Website content;
- (c) that access to this Website will be uninterrupted or error free or that the Website or the server which stores and transmits the

- Website content to you are free from viruses;
- (d) that any links contained on this Website will provide you with any useful information; or
- (e) that movie tickets to any particular movie or session will be available for sale to you

29. Your Rights

29.1 You may be entitled to certain statutory rights and guarantees to consumers that cannot be excluded, including those provided for under the Australian Consumer Law. Nothing in these Terms and Conditions is intended to exclude or restrict any of your statutory rights as a consumer or the Tivoli's liability for:

- (a) any breach of the obligations implied by law; or
- (b) any other liability which cannot be excluded or limited by applicable

30. Obligations

30.1 In performing any of its obligations under these Terms and Conditions, or under any contract it has with you, The Tivoli's only duty is to exercise reasonable care and skill.

31. Exclusion and Limitation of Liability

31.1 Subject to clause 28.1 (The Tivoli's obligations) and to the extent permitted by law, the Tivoli excludes all liability of any kind for and in respect of:

- (a) the accuracy, completeness, fitness for purpose, or legality of any information accessed through or displayed on the Site;
- (b) the transmission or the reception of or the failure to transmit or to receive any material of whatever nature; and
- (c) any breach of any statutory or common law duty other than any such liability arising pursuant to these Terms.

31.2 To the maximum extent permitted by law, the Tivoli's total liability for a breach of a condition or warranty implied by the Australian Consumer Law is limited to, in respect of the Product or Products to which the breach relates:

- (a) the replacement or resupply of the Product or Products; or
- (b) the cost of the Product or Products.

32. Contact

If you have questions about our services, this Site, or these Terms and Conditions, you can contact the Tivoli by email on: hello@tivolwestwyalong.com.au or 02 6972 0918

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West Wyalong Community Theatre Inc
t/a Tivoli West Wyalong