

TERMS & CONDITIONS

Neon Popcorn Pty Ltd trading as Strut & Fret – ABN 68 642 599 077

Before proceeding with your booking please read these terms and conditions carefully. These terms and conditions incorporate the basis upon which bookings are accepted by Strut and Fret Production House.

Strut and Fret may vary these Terms and Conditions at any time. Strut and Fret will post the varied Terms and Conditions on its website.

Fees and Charges

- All prices are stated in Australian Dollars and include booking fees and GST where applicable.
- Prices are subject to change without notice.
- If the amount you pay for a ticket is incorrect, Strut and Fret may cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether the error arose due to:
 - an error in a price posted on this web site or otherwise communicated to you, or if you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale; or
 - human error or a transactional malfunction of a Strut and Fret-operated system.

Refunds/Exchanges

Please check your booking carefully at the time of purchase, as all sales are final and refunds will not be provided unless required by law and in accordance with the Live Performance Australia Ticketing Code of Practice.

Consumer and Industry codes are accessible to the general public at www.liveperformance.com.au.

Exchanges on tickets are offered if all of the following conditions are met:

- The request for an exchange is submitted in writing by emailing boxoffice@thespiegelent.com.au
- The request for an exchange is made at a minimum of 48 hours prior to the original performance start time.
- The original performance is not sold out.
- The request for exchange is for the same event.
- The customer has provided proof of the destruction of the original tickets, should hardcopy tickets have been issued.
- The request is approved by the artist or relevant co-producer.
- A \$5.00 exchange fee is payable by the customer at the time of exchange, if the exchange is approved.
- If exchanging into a cheaper performance, customers will not be reimbursed the difference in ticket price.

Confirmation and delivery

Tickets purchased online will be issued as eTickets. This requires customers to have a valid email address. Please ensure you have checked your spam folder if you have not received

the tickets to your inbox. If tickets are purchased during at a Strut and Fret box office then a standard ticket will be issued.

If you do not receive an order confirmation number (in the form of a confirmation page or email) after submitting payment information, it is your responsibility to confirm with Strut and Fret that your order has been successfully placed. Strut and Fret will not be responsible for any losses you incur if you assume that an order was successfully placed having not received a confirmation number.

eTickets

eTickets can be printed or presented at the venue on a smart phone or tablet. Some venues may require tickets to be printed and in this case, please ensure that the QR code is clear and able to be scanned.

Concession tickets

Holders of valid concession cards are eligible for concession price tickets: Student card (full-time), health-care card holders and all government-issued Seniors Cards. You may be asked to show your valid concession card when purchasing or collecting your tickets or on entering the venue. **Concession prices are not applicable on all events or performances.**

Babes in Arms

Unless otherwise specified, children 18 months and under can sit on the lap of a carer free of charge. Any child over this age must have a valid ticket. No children, including babes in arms are permitted to Restricted 18+ performances.

Companion Cards

Strut and Fret accepts Companion Cards for all performances. A valid Companion Card or Companion Card number must be produced when collecting tickets from the Box Office.

Accessibility

For accessibility information, please visit our FAQ section on the website or speak to venue and front of house staff.

Program Details

Programs of events are correct at the time of printing. In the event of a performance cancellation, every effort will be made to inform ticket holders, but please ensure you check the website on the day of a performance. Strut and Fret collects your information in case of an event cancellation or amendment. If you fail to supply sufficient contact details, Strut and Fret is not responsible for failure to contact you.

Conditions of Entry

- Strut and Fret reserve the right to refuse admission.
- Strut and Fret may impose additional specific conditions in relation to entry or attendance to a particular event.
- Strut and Fret venues are licensed for the service of alcohol. In the interest of all people attending, Strut and Fret promotes responsible service and consumption of alcohol at all times. All patrons must adhere to Strut and Fret's policies and abide by the relevant liquor licensing regulations. They must respect Strut and Fret's bar and security staff in their duty to uphold Strut and Fret's service and safety policies. Patrons are reminded that it is an offence to supply alcohol to a minor, bring alcohol into or from a licensed premise, consume alcohol if intoxicated and to remain on licensed premise if intoxicated.
- Mobile phones and other electronic devices must be switched off during all performances.

- No drugs, weapons, glass containers, alcohol or lasers may be taken into Strut and Fret venues
- You must not engage in offensive or inappropriate behaviour at an event, including but not limited to by wearing or otherwise displaying any commercial, political, religious or offensive signage or logos.
- Strut and Fret and/or the event organiser reserves the right to film, video, record, photograph, broadcast or telecast the event. You agree that you may be filmed, taped, interviewed, photographed or recorded while attending an event and you consent to Strut and Fret or third parties engaged by Strut and Fret filming, taping, interviewing, photographing or recording you. You further agree that Strut and Fret may use, publish, edit, incorporate or otherwise exploit (and authorise others to do the same) any materials produced for any purpose without further reference to you.
- Without prejudice to any other rights which Strut and Fret may have, if you contravene any of these Terms or Conditions, you may:
 - be refused entry to, or remove from, the venue;
 - have your ticket confiscated and/or cancelled without refund or recompense; and
 - be disqualified from purchasing tickets for or entering in to other events
- In the event that you are refused entry to an event for any reason, then, in accordance with these Terms and Conditions, no refund will be paid.
- Latecomers will be admitted to a performance during a suitable break at the discretion of venue management. Please note that, for some events, latecomers may not be admitted at all.
- Cameras and other recording devices are strictly prohibited in performance venues unless otherwise advertised.

Liability

Strut and Fret takes no responsibility for loss or damage to personal property.

You are responsible for your own safety and property while attending an event, and to the extent permitted by law you release Strut and Fret and its officers, directors, employees, consultants, licensors, suppliers and agents from any liability for any claims, damage or loss you may suffer in relation to your attendance at an event, howsoever caused, including due to any negligence or other act or omission of Strut and Fret.

You agree to indemnify Strut and Fret and its officers, directors, employees, consultants, licensors, suppliers and agents against any claims, loss or damage suffered as a result of your wilful reckless or negligent acts or omissions at an event.

Strut and Fret is not liable for any claims, damages, compensation, losses or expenses that may be suffered or incurred as a result of an event being cancelled, postponed or changed.

Latecomer Policy

The performance will begin at the advertised time. Venues and Front of House staff reserve the right to admit latecomers only if there is a suitable moment in the performance.

Management reserves the right to refuse admission; this policy is to prevent disruption to other patrons and the performance.

Lost Tickets

Strut and Fret reserves the right not to process exchanges or refunds or to provide or reprints for lost tickets.

For enquiries regarding lost tickets please email boxoffice@thespiegelent.com.au.

Payment

If you are unsure if a payment has gone through, please email boxoffice@thespiegeltent.com.au. Strut and Fret reserves the right to not provide refunds if payment has been successful.

Strut and Fret accepts ONLY Visa and Mastercard for online and phone sales.

Ticket Resale

Tickets may not, without Strut and Fret's prior written consent, be on-sold at a premium, offered as a prize or inducement, packaged or otherwise used for advertising, promotional or other commercial purposes. Strut and Fret reserves the right to refuse admission to the bearer of any ticket sold or otherwise provided or distributed in breach of this condition. Entry may be refused if tickets are damaged or defaced in any way or are not purchased from Strut and Fret or other authorised points of sale.

Show content

Unless a performance is categorised as a children or family show content may not be suitable for all ages. For more information on show content please visit the specific performance's page on our website.

Under Age policy

Audiences under the age of 18 may attend if accompanied by a legal guardian.

Privacy

By purchasing a ticket, attending an event or otherwise dealing with Strut and Fret, you agree to be bound by Strut and Fret's privacy policy, available on its websites.

Program details and prices

Every effort has been made to ensure program details are correct, however details and prices are subject to change where necessary and without notice. The right is reserved to add, withdraw or substitute artists, performers or events, vary ticket prices, and/or vary advertised programmes, seating arrangements and audience capacity.

Competition/Giveaways

- Winners will be randomly drawn on the date specified on Facebook, Instagram, the Strut and Fret website or any of its affiliate websites or the Strut and Fret's email newsletter or any of its affiliate newsletters.
- Prizes are non-transferable or exchangeable for cash.
- Entrants must be aged 18 or over.
- Winners will be notified by email.
- Only one entry per person, per competition is permitted.
- Competitions are not open to Strut and Fret employees and their immediate family.
- Strut and Fret competitions are in no way sponsored, endorsed or administered by, or associated with, Facebook.
- Information disclosed is for use by Strut and Fret only.
- We reserve the rights to publicise the name of the winner through our social media networks.

Spiegeltent Credit

Credit and unused portions of Credit codes should be spent within 18 months from the date of purchase.

- Any unused balance will not be refunded or credited on expiry.
- Credits cannot be redeemed for cash.
- Additional values cannot be added to an existing credit note.

- If your order exceeds the amount of your Credit, you must pay for the balance with cash, debit or credit card.
- The Spiegeltent does not accept any liability for lost or stolen Credit codes.
- The Spiegeltent reserves the right to close customer accounts and request alternative forms of payment if a Credit is fraudulently obtained and is used to make purchases.
- Credits are not valid for redemption for food or beverage offerings.

Complaints or Questions

For any complaints or questions regarding these Terms and Conditions, please email info@strutnfret.com