

BIENNALE OF SYDNEY
TERMS & CONDITIONS OF SALE

Last updated 1 February 2020.

Please note that all sales from 1 February 2020 are sold under the Terms and Conditions outlined below.

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 / ticketholder and any subsequent ticketholder, and you agree to those terms by acquiring a 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.

'Biennale of Sydney', the 'Biennale', 'we', 'our' and 'us' means Biennale of Sydney Ltd.

'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 performance, program, talk, activation or any other event arranged or presented by us or for which we sell tickets.

'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 organisation 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.

2. 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 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.

3. 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, including 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 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;
- (f) you behave in a manner that unreasonably interferes with other consumers' enjoyment of the Event;
- (g) 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; or
- (h) you refuse to remain in the area or seat designated on your Ticket.

Latecomers may 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.

4. Venue Requirements

Your mobile device must be turned off or to flight mode upon entry to avoid disruption to the event.

You must provide adequate proof of ticket purchase, if requested. We do not accept responsibility for any delays that may be encountered at the Information Hub 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.

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 in spaces that contain artworks, unless otherwise specified. Other items that are prohibited inside a venue or performance space include 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.

5. Changes

While we endeavour to keep ticketholders informed, 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.

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 stage dimensions 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.

6. 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, void 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.

Tickets must not be resold for a profit by the original purchaser / ticketholder (including via online resale or auction sites). If a ticket is 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 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 / ticketholder (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.

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 the bearer of the ticket may be refused admission.

7. Refunds and Exchanges

Tickets cannot be refunded or exchanged after purchase except as outlined in these Terms and Conditions of Sale, 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 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.

8. 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.

9. 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).

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.

10. Photographs, Recordings and Privacy

Closed circuit television (CCTV) cameras may be used at our 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.

11. 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.

12. 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. 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.

13. Feedback

We value your feedback, both positive and negative. You can provide your comments by completing our art@biennaleofsydney.com.au.