

## Verity Leadership (VL) COVID SAFE – Ticketing Terms and Conditions

The health and safety of our clients continues to remain our top priority.

Attendees at VL events acknowledge that while VL has taken all reasonable health and safety precautions to keep guests, presenters and all other attendees safe, patronage at any VL event is at their own risk and without recourse to claim against VL regarding health outcomes.

Please stay home if you are not feeling well. Please also consider your own safety and wellbeing - is attending the right thing for you?

VL is coordinating an Event to be held at Newcastle Museum (Venue), 6 Workshop Way, Newcastle 2300 on 29 April 2022.

Attendees are asked to familiarise themselves with the Venue's conditions of entry which can be found at <https://newcastlemuseum.com.au/visit/covid-19-updates>

In the event that a ticket holder cannot meet the entry requirements, or the ticket holder is refused entry, they will not be entitled to a refund from VL.

As a result of COVID-19, and in line with the public health orders and the requirements of NSW Government, the following terms and conditions of ticket sale apply to the Event.

Section 2 sets out requirements specific to COVID-19. These requirements do not alter the remaining provisions of these terms and conditions. If there is an inconsistency between section 2 and the remaining terms and conditions, section 2 will prevail to the extent of the inconsistency (except where expressly indicated otherwise).

### 1. General Terms and Conditions

The sale of tickets for an Event, and attendance at an Event, are subject to these terms and conditions as well as any specific terms and conditions notified at the time of ticket sale.

“Event” means a show, talk, workshop or other performance or experience for which the VL sells tickets.

“We” means Verity Leadership.

“You” means the person acquiring a ticket or seeking to attend an Event. “Venue” means the location of an Event. By acquiring a ticket for an Event, seeking to attend an Event and/or attending an Event, You accept these terms and conditions.

By purchasing a ticket on behalf of someone else, You undertake to inform that person or persons of these terms and conditions and any other terms and conditions notified at the time of sale.

Attendance at a Venue will also be subject to that Venue's terms and conditions and You agree You will be responsible for informing Yourself of those terms and conditions.

### Ticket Purchases

- a) Your ticket is proof of purchase of the Event and must be presented at the time of admission
- b) Your ticket is non-transferable and only one ticket is valid per ticket purchased
- c) Tickets are not to be duplicated for the purpose of falsifying entry
- d) Refunds are available at the discretion of VL as per these terms and conditions
- e) VL reserves the right to refuse entry
- f) Your ticket may be valid as a tax invoice or receipt in the case of registrations or other event payments
- g) Tickets cannot be on-sold by any means at a price greater than the purchase price of the ticket. Scalped tickets may be cancelled, and the ticket holder denied entry.
- h) VL has all rights to film, photo and video production of this event.
- i) Any data collected for marketing purposes from this event will be strictly in accordance with the Privacy of Information Act

## 1.2 Cancellation of an Event

If an event is cancelled, You will be offered the following options for Your tickets:

- Exchange your ticket for another VL Event
- Refund the cost of your ticket

## 1.3 Venue arrangements and requirements

- a) All requirements of the Venue must be met, not doing so may result in entry being declined
- b) Attendees are required to inform themselves of the Event venue's requirements
- c) Procedures may need to change from time to time
- d) You must practice physical distancing at all times and follow guidance or directions by venue staff, signage and markings.
- e) Practise safe hand hygiene - wash hands regularly and make use of hand sanitising stations across the Venue.
- f) Follow NSW Health etiquette for coughs and sneezes – use a tissue or your elbow, dispose of tissues promptly and hygienically, and practise safe hand hygiene.
- g) Additional requirements may be implemented from time to time, including but not limited to, temperature checks, additional contact tracing measures and the wearing of masks.

## 1.4 Refunds and Exchanges

Tickets can be refunded for their full value (minus any ticket processing fees) up to seven (7) days prior to the event. For cancellations with less than seven (7) days notice a refund will only be provided if section 1.2 above applies or where required by law. Any request for a refund must be made to VL in writing via email at [contact@verithq.com.au](mailto:contact@verithq.com.au) on or before the required notice period.

We reserve the right to require further information or documentation to substantiate any request for a refund. We are not responsible for any expenses You incur or may incur in relation to these terms and conditions.

We are not required to refund tickets which have been cancelled due to fraud or a breach of these terms and conditions. We will not be responsible for refunding resold tickets, including those purchased from unauthorised resellers. Otherwise, You are entitled to a refund, subject to these terms and conditions, if we cancel an Event or reschedule it to a time more than two (2) hours earlier or later than originally programmed and You cannot or do not wish to attend the rescheduled

Event. You are also entitled to a refund if we issue a ticket to you by mistake and we are unable to provide you with the Event in question.

If You believe an Event You have attended was not provided substantially as advertised, we will give reasonable consideration to your request for a refund. However, we reserve the right not to provide a refund:

- i. for change of mind, merely because You did not enjoy the Event, performance or Venue
- ii. You arrived late or did not attend (including because of any concern regarding COVID-19); or
- iii. if You were refused entry or removed due to a breach of these terms and conditions or were refused entry or removed as directed or required by the Venue; or
- iv. if, despite our reasonable diligence, the cause was outside our control.

If you believe you are entitled to a refund you should apply within five (5) days after the Event's scheduled commencement - or (where relevant) by the cut-off date advised in our communication regarding a new date or Venue for the Event.

If you do not seek a refund within a reasonable timeframe we may not provide you with the requested refund, unless required by law.

Any refund payable will be made to the original purchaser, and when practicable refunded to the original form of payment used to purchase the ticket.

We will not be responsible for any expenses incurred or to be incurred by You, for example travel, car parking, child care, accommodation or other goods or services, even if the Event is cancelled. You should consider whether insurance is appropriate for your circumstances.

#### 1.5 Changes

While we endeavour to keep ticket-holders informed, details may change sometimes with little or no notice. For example, speakers or other participants may be added, withdrawn or substituted or the Venue may change. We reserve the right to make these changes as and when required.

We make every effort to ensure ticket pricing is correct but we reserve any rights we may have to correct genuine errors.

#### 1.6 Refusal of Admission

We may refuse entry to an Event or have You removed from the venue on valid grounds, including if:

- i. You fail to comply with these terms and conditions;
- ii. We have not received payment for your ticket or You are unable to produce a ticket;
- iii. You are intoxicated or You behave in a threatening, disruptive or offensive manner;
- iv. You interfere unreasonably with another visitor's enjoyment of the Event or venue or with our team carrying out their functions; or
- v. as specified elsewhere in these terms and conditions.

We may need to refuse admission for safety or security reasons, in which case, and provided that you have in no way contributed to the circumstances of the refusal, we will refund your ticket if it was purchased in accordance with these terms and conditions.

### 1.7 Photographs, Recordings and Privacy

VL reserve the right to record, broadcast and/or telecast any Event and you consent to the use of any image or recording taken of you, and anyone for whom you are responsible, while at the Event. VL are not obliged to use, broadcast or provide to you any such recording.

### 1.8 Liability

To the extent permitted by law, VL will not be responsible or liable for any loss, damage or injury, however caused, nor any consequential loss or damage, arising out of or in connection with your attendance at an Event, and You assume all risk associated with, and hereby release and indemnify EFP from and against, any liability, loss, damage or injury, arising out of or in connection with, your attendance at an Event and/or a Venue.

You are responsible for making your own inquiries before deciding whether an Event is suitable for You to attend.

You are at all times responsible for your personal possessions such as bags, mobile phones and other items you carry with You, and must not leave any of your possessions unattended at any time.

Our liability to You in relation to tickets is limited to the obligations specified in these terms and conditions and our obligations under applicable laws.

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 modifies or excludes those guarantees.

### 1.9 No Waiver

We reserve the right to enforce these terms and conditions if:

- i. you have purchased a ticket to an Event in contravention of these terms and conditions and you attempt to attend the Event; or
- ii. we have not enforced our rights under these terms and conditions on a prior occasion.

### 1.10 Complaints

We value your feedback, both positive and negative. You can provide your comments to: Customer Feedback VL at [contact@verityhq.com.au](mailto:contact@verityhq.com.au)

If you experience a problem or issue with the Venue or our services, please let our team know promptly and we will use reasonable endeavours to address the issue.

If you wish to make a complaint about the Venue or services, we ask that you do so in a timely manner and in any event within five (5) business days after the relevant Event or issue.

### 1.11 Changes to these General Terms and Conditions

We may amend these General Terms and Conditions from time to time by updating them on our website or ticketing site. You should review them before purchasing tickets and/or attending an Event.

COVID 19 Terms and Conditions

Please take the time to read these special conditions as additional terms, conditions and procedures are now required.

## 2.1 Events

While any COVID-19 public health orders and NSW Government requirements are in place, the terms and conditions under this section 2 will apply.

1. You acknowledge that the Event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending an Event (or the holding of the event itself). If that is the case, then the number of persons permitted to be in or around the Venue may be affected, resulting in VL or the venue being required to or deciding to:

- a) cancel or postpone the Event;
- b) reduce the number of persons who may attend the Event;
- c) change your seating allocation; and/or
- d) change any standing or seating configurations for attendance at the Event;

in which case You may receive a refund in accordance with these terms and conditions, or the COVID-19 special conditions, as the case may be.

2. You agree to comply with all Government directions, orders and regulations relevant to attending Events, which may be in place at the time of the Event.

3. 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.

4. All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If at the time of the Event, either you, or any other members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the Event. If you do attend the Event, you agree to assume all risk associated with COVID-19

## 2.2 Conditions of entry

Attending Venues while under quarantine or isolation orders is prohibited, and if You are or appear to be experiencing COVID-19 symptoms, VL may need to deny You entry or ask You to leave at any time during the Event. Attending Venues when unwell places others as well as yourself at risk. For the safety and wellbeing of everyone, You must not come to 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)
- have tested positive for COVID-19 in the last 7 days or are awaiting the results of a COVID-19 test
- are required to self-isolate eg as a household contact

## 2.3 Ticketing

- a) Events will adhere to the maximum allowable capacity of each Venue under the COVID-19 public health orders applicable to the particular venue and current at that time.
- b) Tickets and seating at Venues will be set up as required in line with the COVID-19 public health orders applicable to the particular venue and current at that time.

These terms and conditions were last updated in March 2022.

Verity Leadership

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