

## CANBERRA OUTLET CHRISTMAS CINEMA

(‘Event’)

### TERMS AND CONDITIONS

These event terms (Terms) govern your purchase of ticket for, and attendance at the Christmas Cinema (Event) held by Canberra Outlet. It is your responsibility to review these terms prior to the purchase of tickets. By purchasing tickets, you agree to be bound by these Terms.

Throughout these Terms, the terms “Canberra Outlet,” “we,” “us,” and “our” refer to Canberra Outlet and its associated entities, and “you” refers to the individual or business purchasing tickets or attending the event.

#### 1. Event Booking and Ticket Purchase

- 1.1 The event must be booked online via the Eventbrite website
- 1.2 In addition to the ticket price, you must pay for GST and any booking, handling, credit card surcharge or postage fees specified by the Eventbrite website
- 1.3 Tickets are limited to 5 tickets per transaction
- 1.4 Upon entry to the Cinema each ticket holder will receive a free, drink, popcorn, and lolly bag. These free items are not interchangeable or refundable, nor are there any alternatives to the items on offer.
- 1.5 If a child is under 5 years of age an adult parent or guardian must also purchase a ticket to remain with their child for the duration of the event

#### 2 Shop and Drop

- 2.1 Any staff member may refuse an unattended child to the shop and drop if they do not deem them suitable to the below provisions.
- 2.2 The shop and drop is limited to 10 children per session. Please contact us on 02 6112 6222 to register and to answer our screening questions to determine eligibility.
- 2.3 Only children that meet the below requirements are eligible for the shop and drop
  - 2.3.1 A child must be over the age of 5
  - 2.3.2 The child must be appropriately toilet trained and be able to give sufficient notice of a need to use the bathroom
    - 2.3.2.1 If a child needs to go to the bathroom throughout the movies, a parents or guardian will be called and will need to come back and assist their child. Our supervisors are not able to leave the Cinema
  - 2.3.3 The child must be able to sit throughout a 1.5 hour movie.
  - 2.3.4 You must provide your phone number and are not permitted to leave the Centre. You will be on call for the duration of the movie in case anything arises. **NOTE: If you are not contactable the missing child protocol will be enacted after 15 minutes of no contact and the police will be notified of a missing child.**

#### 3 Refunds, Cancellation or Postponement

- 3.1 Sometimes Events are cancelled, varied, rescheduled, or postponed due to Force Majeure Events, or other causes

### **3.2** If and event is postponed:

**3.2.1** You must notify us in writing within 30 days of the cancelled, or postponed event for you request for a refund.

**3.2.2** If you fail to notify us within 30 days, your ticket price will be redeemable in the form of a credit for future Canberra Outlet ticketed events.

### **3.3** If you need to cancel or reschedule your ticket

**3.3.1** The ticket holder is responsible for rescheduling or cancelling their ticket on the Eventbrite website.

**3.3.2** If you are unable to do so on the Eventbrite website, the ticket holder must contact Canberra Outlet in writing to [infocanberra@retprogroupp.com.au](mailto:infocanberra@retprogroupp.com.au), 24 hours before the allocated event with their request.

**3.3.3** If you fail to reschedule or cancel your ticket without 24 hours' notice the ticket will be forfeited and there will be no refund available to the ticket holder.

**3.3.4** There will be no refunds for ticket holders who do not attend their allocated time slot.

## **4 Event Conduct**

**4.1** You are expected to behave in an appropriate manner at all Events at Canberra Outlet. We reserve the right to refuse entry or require you to leave if your behaviour is deemed unacceptable

**4.2** Canberra Outlet films and photographs every event. You consent to being filmed of photographed by Canberra Outlet (or its representatives) and to Canberra Outlet using your name, likeness, image and/or voice in such photographs or films for the purpose of promotion our events, services, and products. No remuneration if payable for such use.

## **5 Limitation of Liability**

**5.1** To the extent permitted by law, we exclude all conditions and warranting relating to your purchase of tickets for any attendance at Events.

**5.2** Where our liability cannot be excluded, such as in relation to Consumer Guarantees under the Australia Consumer law or other prescribed terms under legislation, our liability for breach is limited to the face value of the ticket purchase by you.

**5.3** We will be excused from performance under these Terms and in relation to Events to the extent such performance is affected by a Force Majeure Event.

## **6 Release of Liability**

**6.1** By purchasing a ticket to the event you agree to waive, release, and discharge Canberra Outlet and its representatives (meaning an employee, volunteer, agent, office, contractor or other authorised representations), from any and all liability for loss, claims, demand, injury or expense, that you suffer as a result of participation in the event.

**6.2** I indemnify, hold harmless, and will not sue the entity and/ or persons organising this event and waive them from any and all liabilities or claims made as a result of participation in this event. I indemnify Canberra Outlet against any damage suffered by myself, my child/ children and next of kin.

## **7 Miscellaneous**

**7.1** these Terms, a "Force Majeure Event" means any of the following (whether or not foreseeable or anticipated): acts of God, terrorism, war, civil unrest, strike or labour

dispute, lack of transportation, breakdown, labour or material shortage, blockage or embargo, supplier failure, epidemic or pandemic, government restriction or recommendation, legal requirement, extreme weather, earthquake ,drought, fire, flood, explosions, natural disaster, and/.or any other event, cause or circumstance that is beyond our reasonable control.

**7.2** These terms constitute the entire agreement between Canberra Outlet and you in relation to the event