

# Terms and Conditions

## Abbey Museum of Art and Archaeology

31 The Abbey Place, Caboolture QLD 4510

Telephone: (07) 5495 1652

Website: [www.abbeymuseum.com.au](http://www.abbeymuseum.com.au)

ABN: 96 167 493 886

### Tickets issued by the Abbey Museum of Art and Archaeology are subject to the following conditions:

These Terms and Conditions may be varied at any time. Any variations become effective on the day immediately after their publication on the website and apply to any purchases made after that date.

These Terms and Conditions are governed by the laws of Queensland, Australia.

Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as provided for in these Terms and Conditions, in the LPA Code or as required by law (including the Australian Consumer Law).

### 1. TICKETING

1.1 Tickets are only valid if they are purchased through our event website on **Eventbrite** hosted by Abbey Museum of Art and Archaeology. Tickets not purchased through an authorised point of sale will be refused entry.

1.2 Prior to purchasing a ticket through **Eventbrite**, you may be required to register for a user account and to nominate an email address and password for your account. You must maintain the confidentiality and security of your user account (including your password) and not provide it to any other person.

1.3 Please treat your ticket as you would money or other valuables. Do not share your ticket barcode, it may prevent your entry if it is duplicated. Please keep your tickets handy either in the Eventbrite app or print them out and take them with you.

1.4 All ticket purchases are **non-refundable** and **non-transferable** and may not be resold, packaged or used for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods and services, without prior written consent. If a ticket is sold or used in breach of these conditions, the bearer of the ticket may be denied admission, or other action taken, without guarantee of a refund.

1.5 Entry may also be denied if tickets are not purchased from an authorised point of sale.

### 2. ENTRY

2.1 The promoter or their designee, reserves the right to deny entry admission to any person holding a ticket that appears to have been tampered with, counterfeited, defaced or duplicated.

2.2 Entry may be refused if the ticket buyer does not obey all government regulations regarding the event.

2.3 Photo ID may be required for age and name verification.

2.4 Security will be stationed on site.

### 3. GENERAL

3.1 The Abbey Museum events program of activities is provisional and is subject to change as necessary without notice. The right is reserved to cancel, withdraw, postpone, relocate or reschedule activities and there is no guarantee of viewing any or all scheduled activities.

3.2 Our costumed staff/volunteers/re-enactors may exhibit medieval behaviours and prejudices.

3.3 Whilst at Abbey Museum events, visitors are responsible for the security of their own property. Visitors are reminded not to leave bags or packages unattended at any time.

3.4 Images taken at Abbey Museum events with a camera, mobile phone or other wireless device cannot be used for any purpose other than for private and domestic purposes, without prior written consent of the Committee and payment of any imposed fee. Images cannot be sold, licensed, published or otherwise commercially exploited.

3.5 Making or distributing of broadcasts, commentary or news reports by any means in any format or media including any such commentary made by mobile phone or other wireless device is not permitted without prior consent of the Committee.

3.6 Entering the site to make political statements or unauthorised protests will result in you being removed from the venue and being referred to the Queensland Police Service.

3.7 Visitors consent to being photographed, filmed and recorded as visitors and consent to the use of any such film, image or recording at the discretion of the Committee.

3.8 We reserve the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements and audience capacity.

#### **4. RESTRICTED AND PROHIBITED ITEMS**

4.1 For the comfort and safety of visitors, staff and volunteers the following items are not permitted to be brought into Abbey Museum events:

4.1.1 Alcohol;

4.1.2 Animals (except service animals, such as certified assistance dogs & police dogs);

4.1.3 Any item that could be used as a weapon or a replica weapon (unless by an authorised re-enactor or persons authorised in writing);

4.1.4 Dangerous goods or any other item prohibited by legislation;

4.1.5 Illegal substances; and

4.1.6 Glass.

4.2 The Abbey Museum events are **non-smoking**. (Visitors are only permitted to smoke in the designated smoking area).

4.3 Adults must not leave dependent children unattended. All persons under 16 years old must be accompanied by an adult.

#### **5. ALCOHOL**

5.1 The Abbey Museum events (including all parts of the venue, including parking areas) are conducted in accordance with an appropriate Liquor Permit. Persons seeking entry are advised that:

5.1.1 They are entering a licensed area;

5.1.2 Alcoholic beverages must not be taken into or from the event;

5.1.3 Checking procedures will apply to prevent persons possessing liquor from entering;

5.1.4 Intoxicated persons will not be permitted to enter;

5.1.5 Intoxicated persons will be removed from the event;

5.1.6 All patrons wishing to consume alcohol must have a photographic ID;

5.1.7 It is an offence for minors to purchase or consume alcohol;

5.1.8 It is an offence to sell to or supply minors with alcohol;

5.1.9 Liquor is only to be consumed in the permit areas; and

5.1.10 Persons supplying alcohol to minors will be reported to police.

5.2 Penalties apply under the Liquor Act and Regulations.

#### **6. PUBLIC SAFETY WARNING**

6.1 Visitors may experience some aspects of the event that are potentially hazardous.

6.2 The Committee does not take responsibility for personal injury, loss or damage however caused, including any negligence (but not gross negligence), breach of duty, default or omission on the part of the Committee's staff, volunteers, contractors or agents.

6.3 You will be liable for any loss or damage caused at the event by you or your invitees.

6.4 Appointed Officers of the Committee reserve the right, with reasonable cause, to refuse entry to any person or remove any person from the event without any entitlement to a refund and in compliance with the Tort of Trespass, Council regulations and State and Commonwealth statutes.

## 7. PUBLIC HEALTH AND SAFETY

### **PATRON HEALTH DECLARATION - All attendees must commit to stopping the spread of COVID-19.**

7.1 The primary ticket purchaser agrees that they nor anyone in their group will not attend the event if, at the time of the event, they are unwell or subject to a self-quarantine or self-isolation period.

This includes:

7.1.1 The ticket holder agrees that they or their group have not been diagnosed with COVID-19 in the last 7 days.

7.1.2 The ticket holder additionally declares that they have not travelled to any region that has been considered a hotspot within the last 7 days.

## 8. GENERAL COVID SAFE REQUIREMENTS

8.1 Patrons are required to follow the instructions of the venue's security and safety personnel as well as follow current Queensland Health - Public Health Orders.

8.2 Utilise the hand sanitiser stations throughout the venue.

8.3 Remember that together we can help stop the spread of COVID.

## 9. CUSTOMER SERVICE STATEMENT

9.1 If for any reason we are unable to process your order, please contact us and we will notify you within 2 business days to begin the resolution process.

## 10. CUSTOMER SERVICE POLICY

10.1 The Abbey Museum is committed to providing exceptional customer service and quality events and opportunities. We endeavour to make sure that all events and opportunities listed on our website are up to date and pricing is true and correct. If we are unable to process your booking request, we will notify you within 2 business days to arrange an alternative processing option.

## 11. REFUND POLICY

11.1 **Tickets are non-refundable and non-transferable.** No refunds will be made if you choose not to attend due to inclement weather.

11.2 No refund or exchange will be given on any ticket except in accordance with the Committee's Code of Practice or due to cancellation of the event as a response to a Queensland Health Directive.

11.3 If the event is unable to proceed on the advertised date or location by Government order, the Committee reserves the right to reschedule the event and offer a credit or exchange to the rescheduled date or offer a refund request window of 28 days. In the event of the cancellation in advance of the event, we will provide a refund.

11.4 There will be no refund on any unused portion of tickets if you or your invitees are asked or forced to leave or if you decide not to attend any part of the event.

11.5 The Abbey Museum will provide a refund or exchange where you advise [office@abbeymuseum.asn.au](mailto:office@abbeymuseum.asn.au) and provide a **Medical Certificate**, within a reasonable period of time before the event\* if you or any other members of your booking party:

11.5.1 Are required to isolate or quarantine under laws aimed at reducing the spread of COVID-19 (and the event falls within the isolation/quarantine period);

11.5.2 Are diagnosed as having COVID-19;

11.5.3 Exhibit symptoms of COVID-19 (e.g. fever, chills or sweats, cough, sore throat, shortness of breath, runny nose or loss of sense of smell) ('COVID Symptoms');

11.5.4 Have been tested for COVID-19 and are awaiting the results (and the event falls within the period of awaiting test results).

**\*If cancelled less than 48 hours before the event only 50% refund available due to catering costs.**

11.6 In the event a refund is provided, we will provide a refund less an amount to cover the cost of administration.

11.7 Refunds will be processed via **Eventbrite** within 10 business days.

## **12. PRIVACY POLICY**

12.1 Our privacy policy is GDPR compliant, and the following will explain how your data is protected.

12.2 The Abbey Museum complies with these above requirements, which have succeeded the Privacy Act 1988 (Commonwealth) and the guidelines developed by the Australian Privacy Commissioner.

12.3 The Abbey Museum is dedicated to keeping your details private. Any information we collect in relation to you is kept strictly secured. Information about individuals may be collected by the website or from written material provided such as by completion of a request form at the Abbey Museum of Art and Archaeology. We will only record your email address if you send us an email or complete the form at the Museum reception desk. It will only be used for the purpose for which you have provided it and will not be added to a mailing list unless you have provided it to us for that purpose. We will not use your email address for any other purpose and will not disclose it without your consent.

12.4 We do not pass on/sell/swap any of your personal details with anyone. We use this information to identify your orders, provide you with our newsletters (if applicable) and to personalise your event experience with us. The Abbey Museum uses cookies to allow you to login to your account, maintain a shopping cart and to purchase items in your shopping cart. Cookies sent to your computer from the Abbey Museum only last while you are browsing our website. We do not store persistent cookies on your computer.

12.5 Tickets purchased on the Eventbrite platform are subject to **Eventbrite Privacy Policy**.

12.6 Whenever you use our web site, or any other web site, the computer on which the web pages are stored (the Web server) needs to know the network address of your computer so that it can send the requested web pages to your Internet browser. The unique network address of your computer is called its "IP address," and is sent automatically each time you access any Internet site. From a computer's IP address, it is possible to determine the general geographic location of that computer, but otherwise it is anonymous.

12.7 We do not keep a record of the IP addresses from which users access our site except where you have specifically provided us with information about yourself, in which case we also record your IP address for security purposes. An example of this would be when proceeding to a checkout to finalise an order you may wish to make. After completing the form provided, your IP address will be stored along with a transaction number that allows us to track your order.

12.8 The Abbey Museum collects name, address and email address information about friends and users of the Museum and people who have attended Museum functions or who have visited our online sites and networks. Private information collected by the Abbey Museum of Art and Archaeology is used to keep you informed of events and functions at the museum, to acknowledge receipt of donations, to provide tickets to functions or answer inquiries.

12.9 If you choose not to provide the information requested, we may not be able to accommodate your request for tickets or information.

12.10 Any personal information (except postcodes or country of departure) communicated to the Committee by the purchaser is also collected for the purposes of assisting with contact tracing. Further, the Committee may also use such personal information for direct marketing purposes in its promotion of the Festival, the Abbey Museum or associated entities and related products. Where such use is made the purchaser will be given prior opportunity to 'opt out' of receiving further direct marketing material.

12.11 You may access the personal information the Abbey Museum holds on you by contacting [office@abbeymuseum.asn.au](mailto:office@abbeymuseum.asn.au)

12.12 You may unsubscribe at any time by clicking the unsubscribe button included on our eMarketing correspondence or by emailing your unsubscribe request to [office@abbeymuseum.asn.au](mailto:office@abbeymuseum.asn.au) The Abbey Museum will only send you material which you have indicated you are interested in receiving.

## 13. SECURITY

13.1 When purchasing items from the Abbey Museum your financial details are passed through a secure server using the latest 256-bit SSL (secure sockets layer) encryption technology. The 256-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard. If you have any questions regarding our security policy, please contact our customer support centre [office@abbeymuseum.asn.au](mailto:office@abbeymuseum.asn.au).