



## HORNSBY GANG SHOW Ticket Purchaser Terms and Conditions

These are the terms and conditions upon which Hornsby Gang Show (ABN 98 819 751 283) provides its Services to ticket purchasers through the TryBooking website located at [www.trybooking.com.au](http://www.trybooking.com.au) (the website) or via <https://www.gangshow.com>

All ticket purchases made through the Website are subject to these Ticket Purchaser Terms and Conditions (Ticket Purchaser Terms) and any reference to “Ticket Purchaser” or “you” is a reference to the person (or organisation) using the Website for the purposes of purchasing a ticket.

These Ticket Purchaser Terms are important and if you have any questions about them, you should contact us prior to using the Website or App and purchasing a ticket. If you have any questions, please contact us at [info@gangshow.com](mailto:info@gangshow.com).

If you do not agree to these Ticket Purchaser Terms, please do not use the website, or purchase any tickets through it.

### 1. Agreement

Your acceptance of these Ticket Purchaser Terms is implied by completing the purchase process.

### 2. Terms and Conditions of Sale and Purchase

All tickets are sold subject to these Ticket Purchaser Terms and may be subject to additional terms and conditions imposed by Hornsby Gang Show (Event Organiser). You, as the Ticket Purchaser, must make your own inquiries to ascertain the suitability of Hornsby Gang Show’s terms and conditions prior to purchasing a ticket through TryBooking.

### 3. Ticket Fees

For each ticket purchase on the Website, the Ticket Purchaser must pay the following in addition to the event ticket price:

- a) the credit card fee which comprises:
  - i. the Merchant Fee; and
  - ii. the Admin Fee; and
- b) the Booking Fee.

These fees are set by TryBooking and outside of the control of Hornsby Gang Show. They are non-refundable under all circumstances.

Cash ticket sales do not incur the additional fees set out above.



#### 4. Ticket Payment

All payments made on the Website are by way of an interface employed by TryBooking or their partners to process and finalise the transaction for ticket purchases to Hornsby Gang Show. You understand that these services are provided by third parties and are made available to you on our website for convenience only. We're not responsible for any issues, loss or damage arising out of those facilities. If you have an issue with a third-party provider on our website, please contact them directly. This ticket has been created and managed using the TryBooking site and is also subject to the Terms and Conditions of TryBooking.

#### 5. Australian Consumer Law

Our services come with guarantees that cannot be excluded under the Australian Consumer Law, which forms Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL).

Nothing in these terms excludes any right, guarantee or warranty you're entitled to by law, however we do exclude all other guarantees, conditions and warranties to the maximum extent permitted by law. We also specifically exclude liability for negligence, where permitted by law.

To the maximum extent permissible by law, we limit our liability to you, including by limiting liability under section 64A of the Australian Consumer Law to, at our option, re-supply of the services or payment of the cost of having the services delivered by another provider. To the maximum extent permissible by law, we specifically exclude liability for negligence and for consequential loss or damage, including loss of business profits or reputational damage.

We won't be liable for any consequential loss or damage or other direct or indirect loss or damage, except where we are unable to limit or exclude such loss under the ACL.

If for any reason the ACL doesn't apply to you (for example, if you are purchasing from outside Australia), then we exclude all liability to you, however arising.

#### 6. Ticket Refunds

##### Responsibility for processing refunds

Please choose carefully as there are no refunds for change of mind or inability to attend.

##### Event cancellation or reschedule

If the event is cancelled or rescheduled before the scheduled start date and time, for any reason including any Force Majeure Events that prevents your selected Hornsby Gang Show performance from proceeding, tickets purchased may be swapped to a future performance date (may be a future year), relinquished as a donation to Hornsby Gang Show or refunded to a maximum of 50% of the purchase price (less booking fees).

##### Non-refundable fees

Despite any refund being payable to a Ticket Purchaser, the Booking Fee, Service Fee, and Merchant Fee (as applicable) are non-refundable to the fullest extent permitted by law.



#### **7. Ticket replacement / Name change**

If you lose your ticket, please contact the Hornsby Gang Show Ticket Manager – [lucy.vicars@nsw.scouts.com.au](mailto:lucy.vicars@nsw.scouts.com.au)

#### **8. Resale of tickets prohibited**

Tickets purchased from Hornsby Gang Show or through TryBooking that are resold or assigned may not be honoured.

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.

#### **9. Marketing**

By purchasing a ticket through our website, you are agreeing that Hornsby Gang Show:

- a) may send you emails or SMS messages relating to the event(s) to which you have purchased a ticket.
- b) can use your email address and or mobile phone number to send you newsletters and special invitations by email or SMS.

Any data collected for marketing purposes from this event will be strictly in accordance with the Privacy of Information Act

#### **10. Event Access**

Access to the Hornsby Gang Show performance will require presentation of valid ticket(s) for the selected performance. Latecomers will have to wait to be seated. There will be no refunds. Doors open approx. 30 minutes before the event.

#### **11. Intellectual Property**

You acknowledge and agree that all intellectual property rights owned by us or to which we are entitled before and after this agreement will remain our sole property and that nothing in this Agreement transfers any ownership in our intellectual property rights to you.

#### **12. Dispute Resolution**

If a dispute arises out of these Ticket Purchaser Terms or if you are unhappy with our services for any reason, we ask that you contact us in the first instance and we will do our best to resolve the issue to our mutual satisfaction quickly, cheaply, and efficiently.

Each of us agree that we won't not commence any proceedings in a Court or Tribunal until we've complied with this clause (unless of course we're seeking interlocutory relief).

#### **13. Variation**

We can change these terms and conditions at any time by updating this document and giving notice to you by posting a copy on the Website. The changes will take effect immediately on their being posted.



**14. Severance**

If any part of these conditions is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed, and the rest of the Agreement will remain in force.

**15. Termination**

We may terminate this agreement at any time on notice to you. All disclaimers and limitations of liability will survive termination.

**16. Jurisdiction**

As we're based in New South Wales, these conditions will be governed by the laws of that state. If court proceedings are required, you agree that the exclusive venue for resolving any dispute will be in the courts of New South Wales.