

New Year's Eve Picnic

Brought to you by Foundation and friends of the Botanic Gardens

Terms and Conditions

Ticketbooth Pty Ltd, Ticketbooth.com.au (collectively "Ticketbooth") operate the Ticketbooth booking system and web pages ("Ticketbooth Platform") for the New Year's Eve events created by the Royal Botanic Garden and Domain Trust.

Ticketbooth provides the Ticketbooth platform and associated software to Foundation and Friends of the Botanic Gardens (Foundation & Friends) so that they may list event details, set ticket inventory, sell tickets, take registrations and manage other event functions using the Ticketbooth platform.

Ticketbooth provides access to certain parts of the Ticketbooth platform to the general public so that they may transact and interact with Foundation & Friends.

The following Terms and Conditions of Use and Purchase Policy ("these Terms") have been created to ensure you are happy with Foundation & Friends and the Royal Botanic Garden Sydney who use Ticketbooth, the Ticketbooth platform, Ticketbooth powered partner websites and Ticketbooth retail store associates to promote their New Year's Eve events and sell tickets.

Section 1: General

You must be 18 years or older to use this Service. By using or visiting the Ticketbooth platform, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Ticketbooth platform. Ticketbooth Pty Ltd and Ticketbooth.com.au (collectively "Ticketbooth") reserve the right to change these Terms at any time, effective immediately upon posting on the Ticketbooth platform. To ensure you are aware of the latest Purchase Policy and Terms and Conditions of Use, please check the Ticketbooth platform periodically which is available from every event page on the Ticketbooth platform. The latest date of issue will be posted at the top of this page.

Section 2: Permitted Use of The Ticketbooth Platform

You agree that you are only authorised to visit, view and to retain a copy of the Ticketbooth platform for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise

distribute the material on this site for any purpose other than to review an event and its promotional information, for personal use, or to purchase tickets for your personal use, unless otherwise specifically authorised by Ticketbooth to do so.

The content and software on this site is the property of Ticketbooth and is protected by Australian and international copyright laws. We post a legal notice and various credits on the Ticketbooth platform, which may not be amended or removed. You must not remove this notice or these credits, or any additional information contained along with the notices and credits.

Section 3: Links and Search Results on The Ticketbooth Platform

The Ticketbooth platform may include links posted by Foundation & Friends or automatically produce search results that reference or link to third party sites throughout the World Wide Web. To the extent permitted by law, where Ticketbooth has no control over these websites or the content contained within them, Ticketbooth cannot guarantee, represent or warrant that the content contained in third party websites is accurate, legal and/or inoffensive.

Ticketbooth does not endorse the content of any third-party site, nor do we warrant that they will not contain viruses or otherwise impact your computer in a harmful or damaging way. By using the Ticketbooth platform to search for or link to another site, you agree and understand that you may not make any claim against Ticketbooth for any damages or losses, whatsoever, resulting from your use of the Ticketbooth platform to obtain search results or to link to another site. If you have a problem with a link from the Ticketbooth platform, please notify us at support@ticketbooth.com.au and we will investigate the problem you describe in your email and take actions that we deem are appropriate in our sole discretion.

Section 4: Unauthorised Use of The Ticketbooth Platform

Illegal and/or unauthorised uses of the Ticketbooth platform, whether for unauthorised ticket sales, unauthorised framing of or linking to the Ticketbooth platform will be investigated and appropriate legal action will be taken.

Section 5: Violation of These Terms and Conditions

If you violate these Terms including if you post or provide User Content which violates these Terms or has violated the rights of Ticketbooth, any other User or the law, Ticketbooth may terminate your use

of the Ticketbooth platform, prevent you from making all future bookings using the Ticketbooth platform, and/or take legal action against you. Where this occurs, Ticketbooth will provide you with reasonable prior written notice that this will be implemented, together with reasons for that action being taken. If you wish to dispute that decision of Ticketbooth, you have 5 days within Ticketbooth providing its notice to you to do so and Ticketbooth will act reasonably in considering your response. If you materially violate these Terms (which includes any breach of clause 6), Ticketbooth may cancel your ticket orders in which case Ticketbooth will provide you with written notice of that cancellation together with reasons for that cancellation and will provide you with a refund of the ticket price paid by you.

You agree that monetary damages may not provide a sufficient remedy to Ticketbooth for violations of these terms and conditions and you consent to injunctive or other equitable relief for such violations. Ticketbooth may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. This is in addition to any other uses permitted under our Privacy Policy. Ticketbooth is not required to provide any refund to you if you are terminated as a user because you have violated these Terms, except as expressly set out in these Terms.

Section 6: Ticketbooth Copyright Policy

You may only submit content to the Ticketbooth platform (“User Content”) where you have the rights to do so. In particular, you:

- may not use the Ticketbooth platform to unlawfully transmit copyrighted material (including articles, images, stories and software) without a license, express consent, valid defense or fair use exemption to do so;
- must ensure that the content you upload does not infringe the copyrights or other rights of third parties (such as privacy or publicity rights).

Section 7: Disclaimers

Ticketbooth does not promise that the Ticketbooth platform will be error-free, uninterrupted, nor that it will provide specific results from use of the Ticketbooth platform or any content, search or link on it.

The Ticketbooth platform and its content are delivered on an “as-is” and “as-available” basis.

Ticketbooth cannot ensure that files you download from the Ticketbooth platform will be free of viruses or contamination or destructive features although Ticketbooth will take steps consistent with industry practice to protect against this occurring.

Ticketbooth does not by these Terms exclude any rights and remedies in respect of goods or services under the Trade Practices Act 1974 (Cth) or equivalent state or territory legislation which cannot be excluded, restricted or modified. However, Ticketbooth excludes all rights, remedies, conditions and warranties in respect of goods or services from your use of this site and the Ticketbooth platform whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent possible, the following paragraphs of this clause 7 will apply.

Ticketbooth will not be liable for any damages of any kind arising from the use of the Ticketbooth platform, including without limitation, direct, indirect, incidental, and punitive and consequential damages.

Ticketbooth makes no guarantee of any specific result from use of the Ticketbooth platform or use of the Ticketbooth service.

Ticketbooth disclaims any and all liability for the acts, omissions and conduct of any third-party users, Ticketbooth users, advertisers and/or sponsors on the Ticketbooth platform, in connection with the Ticketbooth service or otherwise related to your use of the Ticketbooth platform and/or the Ticketbooth service.

Ticketbooth is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the Ticketbooth platform.

Without limiting the other provisions of this clause 7, you may report the misconduct of users and/or third-party advertisers, service and/or product providers referenced on or included in the Ticketbooth platform to [Ticketbooth at support@ticketbooth.com.au](mailto:support@ticketbooth.com.au). Ticketbooth may investigate the claim and take appropriate action, in its sole discretion.

Section 8: Payment Methods

Ticketbooth processes your credit card which may include Visa, MasterCard, or American Express. At no stage does your entire credit card number get collected or stored in Our system. The only parties to receive the entire card number are Our bank and the Payment Gateway. If you are concerned about using your credit card online, please contact us for assistance.

Section 9: Limits on Tickets Purchases Per Customer

When purchasing tickets on Ticketbooth, you are limited to maximum ticket quantities. If you try to circumvent the Ticketbooth platforms to purchase more than the maximum allocation Foundation & Friends may at its discretion cancel additional bookings. This limitation has been designed to prevent unfair buying practices at popular events and make sure everyone gets a fair chance of attending the event. The reselling of tickets is strictly prohibited by non-authorized re-sellers, tickets found to be re-sold may be voided and canceled at Ticketbooth's discretion.

Section 10: Pricing and Ticket Availability

All prices quoted are in Australian dollars and are inclusive of Goods and Services Tax (GST).

The right is reserved to charge a fee for the replacement of tickets. Foundation & Friends takes all reasonable care to ensure that all details and prices of events on the Foundation & Friends website are correct at the time of online publication. Ticket prices are subject to change without notice.

Ticketbooth sells tickets on behalf of Foundation & Friends which means Ticketbooth does not determine the ticket prices or percentage-based booking fees.

Section 11: Credit Card Purchases – Proof of Identity

In rare cases Ticketbooth and/or our partners may request that a ticket holder present the credit card used when purchasing tickets in order to gain admittance to the event, or prior to the event for fraud preventative measures.

If you are unable to present the credit card used to purchase tickets and a picture identification (which must match each other and must match the name under which the booking was made) Ticketbooth may at its discretion cancel any tickets under the booking and refuse entry into the event.

Section 12: Licensed Venues

The New Year's Eve Picnic event at the Royal Botanic Garden and Domain Trust is a licensed venue which permits BYO food and beverages.

Section 13: Delivery of Tickets

Once Ticketbooth has received full payment, Patrons will receive a confirmation email confirming the purchase to the email address supplied. The booking confirmation email will include the e-ticket for the event.

The Ticketbooth platform provides an opportunity for you to provide your email address and will attempt to deliver your e-ticket by email to that email address. If you do not receive your e-ticket, then please contact Ticketbooth by email support@Ticketbooth.com.au at least 48 hours before the scheduled event. Postal tickets are not available.

Section 14: Cancelled Events

The New Year's Eve Picnic is an outdoor event that will proceed in all weather. Fireworks are presented by City of Sydney. In the event that the fireworks are cancelled, Foundation & Friends will not be held responsible or provide compensation.

Section 15: Exchanges and Refunds

Any changes to your order must be requested via Ticketbooth Customer Service staff. We cannot guarantee that changes to your ticket can be accommodated. If, for any reason, the purchased tickets are not available, Patrons will be notified via email and provided with a full refund.

Ticketbooth cannot offer you a refund if you can no longer attend an event due to any personal circumstances. Name changes are permitted prior to Saturday 1 December but must be submitted via Ticketbooth Customer Services. All sales are final.

Cancellation requests must be put in writing for special consideration and directed to foundation.friends@rbgsyd.nsw.gov.au. Please provide: name and contact details; name and date of the event; ticket type and quantity; booking and payment details; whether requesting a refund or exchange; and the reason for the request. Supporting documentation may be required. Requests after Friday 13th December 2019 will not be considered. Foundation & Friends reserves the right to decline the request.

Refund liability is limited to the total amount of the ticket purchase (including any fees or charges). The seller is not liable for expenses incurred as a result of the cancellation.

Lost e-tickets can be re-issued to the initial email address used to purchase the tickets for a maximum of 24 hours prior the event.

Foundation & Friends is not required to refund the ticket price on the grounds that an event or performance has not met your expectations.

It is the Ticketholder's responsibility to arrive on time for an event. Foundation & Friends is not required to provide an exchange option or refund where a Ticketholder is unable or chooses not to attend the event, arrives late and cannot be admitted, or has been refused entry or evicted from the venue.

Section 16: Ticket Conditions

Ticket and attendance at the New Year's Eve Picnic event is subject to these conditions and are applicable to that event and/or venue.

- **Entry gates for the New Year's Eve Picnic opens at 5.00pm and will remain open until 8.30pm.** Latecomers may not be admitted unless by prior arrangement. Requests for late entry must be submitted to Foundation & Friends and no later than Friday 20 December. Requests must be made via email to: foundation.friends@rbgsyd.nsw.nsw.gov.au.
- Once you have entered the event there are strictly **no pass-outs**.
- Patrons must stay in the designated area of the New Year's Eve Picnic event site. Guests are not permitted to leave the event site or wander through other parts of the Garden.
- At 12.15am conclusion of the event, all patrons must leave the premises.
- All patrons entering the site will be subject to security searches, bag checks and must show valid identification and tickets. The following items will not be allowed to be brought into the event site:
 - Glassware – any glassware (including wine, champagne and beer bottles) found on entry will be confiscated. Please decant drinks into plastic bottles/containers prior to arrival. Plastic cups and utensils only will be accepted.
 - Sharp knives
 - Drones

- Balls
- Pets
- Illegal substances
- Weapons
- Aerosol cans
- Sparklers
- Party poppers
- Candles
- Large golf umbrellas (smaller umbrellas no more than 50 cm are permissible)
- Tents
- Portable BBQs are strictly prohibited
- Ground drink holders
- Ground party lights
- Chairs with legs that may sink into lawn – beach chairs are recommended
- The Royal Botanic Garden Sydney reserves the right to confiscate any restricted items and/or refuse entry to any persons not complying with the Conditions of Entry.
- Disposing of ice on the grass is prohibited.
- We ask that you are respectful of the environment you are entering and consider the safety of other patrons. The lawns are part of the Garden's unique living collection.
- Patrons will not be admitted without a valid admission ticket.
- Children under the age of 16 must be accompanied by an adult. Each patron must have their own ticket.
- The amount of alcohol permitted per person must fit into the equivalent of a small handheld esky. The responsible consumption of alcohol will be strictly enforced.
- If patrons arrive already under the influence of alcohol they will not be permitted entry.
- A designated smoking area is available within the event site. Guests are prohibited from smoking unless in the designated area.
- A person must not behave in an offensive or indecent manner. Security have the right to refuse entry or remove guests from the premises.
- Please do not leave any rubbish on the event site. Please use bins provided.
- Tickets may be invalidated if any part is removed, altered or defaced.
- Tickets may not be cancelled, exchanged or refunded except as provided for under 'Refund/Exchange' (see section 15 above).

- In the event of an emergency, Ticketholders must comply with the directions of a Royal Botanic Garden Sydney representative.
- Ticketholders enter the venue at their own risk. Foundation & Friends will not be responsible for any loss, damage or injury arising from a pre-existing medical condition or due to breach of these Terms and Conditions.
- Foundation & Friends collects the personal information of Ticketholders to process the transaction and to contact them regarding any updates or changes to a scheduled event. Please see Foundation & Friends Privacy Statement for further information, which can be found here: www.rbg Syd.nsw.gov.au/PrivacyPolicy
- By entering the venue, Ticketholders consent to being photographed, filmed and recorded. Ticketholders acknowledge that in order to enhance security, surveillance equipment (including security cameras) may be used at the venue or event. Ticketholders also consent to the use of any such film, image or recording at the discretion of the Royal Botanic Garden Sydney or law enforcement agencies without compensation or further notice.
- In attending the event and/or entering the venue, the Ticketholder acknowledges that they are subject to the *Royal Botanic Gardens and Domain Trust Regulation 2013*. The Ticketholder will not damage, deface or interfere with any element of the venue or contents contained in the venue.
- Advertised event may be varied without notice. The right is reserved to, vary prices, venues, and audience capacity.
- Foundation & Friends may at any time revise these Terms and Conditions by updating this notice. Ticketholders are bound by any such revisions.

