

# ENTERTAINMENT TERMS & CONDITIONS

**BankstownSports**

## Terms & Conditions of Sale – Entertainment Events

1. Bankstown District Sports Club Limited (ABN 88 000 243 916) (“BDSC” or the “Club”) provides ticketing services, including the sale and distribution of tickets for entertainment including but not limited to live shows, movies, events and school holiday activities at Bankstown Sports and its associated venues.
2. BDSC has engaged a third-party ticketing provider, TicketSearch, to manage all ticketing requirements including but not limited to sales, refunds and communication related to your purchase.
3. Your purchase of a ticket and its use is subject to, and conditional upon you agreeing to, and abiding by, these terms and conditions and the Ticketsearch terms and conditions or Privacy Policy. Ticketsearch is a separate legal entity and BDSC is not responsible for any damage or loss suffered by reason of your use of the Ticketsearch platform or in connection with its Privacy Policy. These terms and conditions apply to both the original purchaser and any subsequent ticketholders. If you would like more information, please don't hesitate to contact us.

### Purchasing tickets

4. Tickets can be purchased via BankstownSports.com and our venue websites or in person by using cash, credit cards and Bankstown Sports Gift Cards (in venue only).
5. When purchasing a ticket, you will be required to create a TicketSearch account using your first name, last name, email address and mobile number. BDSC will store this information in accordance with its Privacy Policy.
6. All transactions will be charged an additional transaction fee by TicketSearch. The transaction fee will be calculated at a rate of 2% over the total purchase price (inclusive of GST).

### Ticket delivery

7. When purchasing tickets online, you will be given the option to receive your ticket via SMS or email.
8. When tickets are purchased in venue, you will be given the option to receive your ticket via SMS, email or hard copy. As you will be required to produce your ticket to gain access to the event you must take care to keep any hard copy tickets and bring them with along you to the venue to be permitted entry into the event. If you do not have your ticket, you will be denied entry to the event.

### Companion Cards

9. Every legitimate Companion card holder can be issued with a second ticket free of charge to their companion when attending a show.
10. Tickets with Companion cards can be purchased in venue only. The Companion card must be sighted prior to processing the complimentary ticket. A copy of the Companion card and a valid form of identification (e.g. photo card or pension card) will also be recorded.
11. A Companion card cannot be used for online purchases.

### Restrictions

12. All Club policies apply when attending any event.
13. The right of admission is reserved by the Club and you may be denied entry if you do not meet any requirements set out in these terms or any other Club Policy.
14. If you arrive at the event late, you will not be admitted until there is a convenient break in the program, and admission is the discretion of event staff.
15. The use of cameras or other photographic or recording equipment (including mobile phones) is strictly prohibited.
16. No glassware is permitted in The Theatre. This excludes package beer and bottles of wine. All beverages in glasses must be transferred into plastic glasses which are available at the entrance of The Theatre.
17. Food is only permitted in The Theatre if it is in the takeaway boxes provided by the venue along with plastic cutlery. Porcelain plates or metal cutlery are not permitted.
18. BDSC or its employees, agents or contractors shall not be liable for any loss or damage goods sustained while attending our venues.
19. You cannot sit or stand in the aisles in The Theatre. Aisles must be kept clear at all times. Any patron not in compliance is subject to ejection.
20. Calling out loud or spruiking in relation to any entertainment or engagement is not permitted inside or outside the building.
21. You may smoke in the allocated outdoor smoking areas; however, you must retain your ticket for admittance back into the event.
22. The Club does not allow animals or pets onto the premises, (with the exception of service animals such as guide dogs).

### Booth VIP Seating in The Theatre

23. The Theatre has 6 booths which each hold up to 4 people.
24. The price of the booth is set when a show goes on sale and can be accessed via TicketSearch.
25. The Club has the right to reserve booths for certain shows and these will be granted priority within the **TicketSearch booking system**
26. If you wish to purchase tickets for a booth, you must purchase the entire booth, regardless of whether or not you elect to fill the booth to its capacity of 4 people.

### Refunds and Exchanges

27. Subject to these terms, there are strictly no refunds, resales, exchanges or cancellations once payment is authorised and the booking is complete.
28. Before authorising a payment, you must review the ticket, event, seat details and these terms and conditions carefully.
29. In the event of the cancellation of an event by BDSC, you will be offered a full refund, member credit, TicketSearch credit

for use on BDSC event or rescheduled date in accordance with these terms. BDSC will contact you via the contact details provided at the time of purchase of your tickets to advise of the changes. This will be done to the best ability of BDSC staff, considering circumstances, timeliness and information available. For cancellations, if a ticket has been purchased with a credit card, a refund will be automatically processed to the credit card originally used for purchase.

#### **COVID-19 Requirements**

30. 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 BDSC being required by law, 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.
31. In the event that BDSC postpones an event as a result of COVID-19, you will be entitled to either of the following (to be elected at your discretion):
  - a. a full refund which must be claimed within one calendar month of the date of the event; or
  - b. a BDSC credit to your membership (if you are a BDSC member) in the amount of the full price at which the ticket was purchased; or
  - c. a credit to your Ticketsearch account in the amount of the fully price at which the ticket was purchased, which may only be used to repurchase a ticket for another event at BDSC.
32. In the event that BDSC cancels an event as a result of COVID-19, you will be entitled to a full refund which must be claimed within a 1 calendar month of the date of the event. Cancellation notification and information as to the time limit for entitlement to claim a refund will be sent to you via the email or SMS provided in the TicketSearch account used to make the booking. You can also elect to receive your refund as BDSC membership credit or TicketSearch credit for another BDSC event.
33. You agree to comply with all Government directions, orders and regulations relevant to attending live events, which may be in place at the time of the event.
34. If you are attending the event as part of a group, and you are 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.
35. By choosing to attend an event at BDSC, all attendees in your group, including yourself, expressly agree to commit to stopping the spread of COVID-19. Based on the NSW Health restrictions at the time of the event, if either you, or any other members of your group have tested positive, are close contacts, feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the event. If you are unable to attend any event for one of the reasons set out in clause 35, BDSC will provide you with a credit in the amount of the full price at which the ticket was purchased. This credit will be either a BDSC credit to your membership or a TicketSearch credit to use on another BDSC event. The credit must be claimed prior to the commencement of the event and cannot be claimed after the event has commenced. Please contact the Bankstown Sports Customer Service by email at [customerservice@bankstownsports.com](mailto:customerservice@bankstownsports.com) to receive your refund or credit.
36. If you do attend the event, you agree to assume all risk associated with COVID-19. BDSC will not be held liable in any way for any loss or damage caused by you contracting COVID-19.

#### **Additional Promotions**

37. BDSC will communicate any relevant promotions in relation to the sale of tickets to you via communication channels including but not limited to email, SMS and/or push notifications through the Bankstown Sports app.
38. Members will receive certain discounts and pre-sales offers which will be communicated at time of sign up to BDSC and within the Membership terms and conditions, or in promotional material distributed to members from time to time or available at [BankstownSports.com](http://BankstownSports.com).
39. BDSC are accepting NSW Government Discover vouchers online and in venue for entertainment at Bankstown Sports (8 Greenfield Parade Bankstown NSW 2200). Please check Services NSW for the expiry of these vouchers.

#### **General Terms and Conditions**

40. The Club may amend or update these Terms and Conditions at any time. Any variations will only apply to ticket purchases or sales made after these Terms and Conditions have been updated.
41. BDSC reserves the right to change a fee, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements and audience capacity at any time. If a seating arrangement is altered BDSC will endeavor to provide the closest seat available.
42. Bankstown District Sports Club Ltd is subject to the provisions of the Privacy Amendment Act (Enhancing Protection) 2012, which amends the Privacy Act 1988. The personal information provided by you will be used to process your transaction. A copy of the complete Privacy Policy can be accessed at [BankstownSports.com](http://BankstownSports.com). You have a right to access and correct any of your personal information that the Club holds on you.
43. The Club does not disclose your personal information to any other organisation or person unless there is a legal requirement to do so. The Club may disclose your information to third parties that provide services under contract to the Club for reasons

of database management or software development. This will be done under strict agreements and supervision, ensuring that your personal information is confidential and secure. From time to time, we may email you with news, information and offers relating to our own products/services or those of selected partners.

44. Your personal information may also be collected so that the Club can promote and market products and services to you. We may do so through various methods, including email, text messages, push notifications, in app communications and ads, and ads on third party platforms. This is to keep you informed of products, services, and special offers we believe you will find valuable and may continue after you cease acquiring products and services from us. Although we inform members about products and services offered by the Club's partners, we do not sell members' personal data to, or share it with, such partners or others for purposes of their own direct marketing or advertising, except with users' consent.
45. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such promotional communications at any time if you choose.
46. Where a member has agreed to receive marketing communications from us, we may engage third parties to perform services in connection with these marketing activities. We provide personal information to these third parties, who are authorised to use this information only in connection with the marketing services they perform under a Non-Disclosure Agreement.
47. By creating a Ticketsearch account (and supplying your email address and mobile number) you agree to receive communication from BDSC in relation to your ticket purchase. You also agree to receive marketing communications from BDSC (which can be opted out of at any time).

### **BDSC Online Terms of Use and Privacy Policy**

The Website Terms of Use and the Privacy Policy are incorporated into these Terms and Conditions and apply to all sales through Bankstown Sports and associated websites and venue.

If you require any further information about these Terms and Conditions, you can contact the Club at [marketing@bankstownsports.com](mailto:marketing@bankstownsports.com).

# **BankstownSports**

**BankstownSportsBowls**

**BaulkhamHillsSports**

**AuburnTennisClub**

**BirrongSports**

**TheAcresClub**

8 Greenfield Parade, Bankstown NSW 2200  
[BankstownSports.com](http://BankstownSports.com)