

# Sugar Creek Music Hall

## Event Terms and Conditions

Please read these Terms and Conditions carefully before purchasing tickets. Any purchase of tickets from this site is subject to any special conditions and/or restrictions which has been brought to your attention during the ticket purchase process.

By purchasing tickets, you agree to be bound by these Terms and Conditions which relate both to the sale of tickets and attendance at the event.

These Terms and Conditions apply to both the original purchaser and any subsequent ticket holder.

The Event Organizer/Promoter reserves the right to change these terms and conditions at any time by posting a new version on this site. You should check that you have read the latest version of these terms and conditions before purchasing your tickets as you will be agreeing to be bound by them.

By using this site and purchasing tickets, you represent that you:

- (a) are a consumer
- (b) are at least 18 years old and able to enter legally binding contracts, and
- (c) are not a business, trader or person engaged in the resale of tickets. Purchasing tickets as, or on behalf of, a person, business or trader engaged in the resale of tickets is strictly prohibited.

The Event Organizer/Promoter reserves the right to reject or cancel your order if they reasonably find that you do not meet any of the above requirements (although they may attempt to contact you beforehand).

### **COVID-19 SPECIFIC CONDITIONS OF ENTRY**

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

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permitted to be in or around the Venue may be affected, resulting in the Event Organizer/Promoter being required to or deciding to:

- a. cancels or postpone the event.
- b. reduces the number of persons who may attend the event.
- c. changes your seating allocation; and/or
- d. changes any standing or seating configurations for attendance at the event; in which case You may receive a refund in accordance with these Terms and Conditions of Sale/Purchase, or the COVID-19 Refunds and Exchanges Terms and Conditions, as the case may be.

You agree to comply with all directions, orders, and regulations relevant to attending live events, which may be in place at the time of the event including if any, mask mandates, physical distancing guidelines, health declarations, and screening and Pre-Event Testing.

If you are attending the event as part of a group, as the primary ticket Purchaser, you are responsible for knowing the contact details of all attendees in your group. In the event you are contacted by the Event Organizer/Promoter or 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; or (b) contact each member of your group, and request that they provide their contact details to the event Organizers/ Promoters/ Government directly.

All attendees in your group, including yourself, must commit to help mitigate the spread of COVID-19 by complying with existing Standard Operating Procedures published by the Government, instruction, and guidelines outlined by the Event Organizer/Promoter. If at the time of the event, either you or any other members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree to act responsibly and not to attend the event and notify the Ministry of Health accordingly.

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By purchasing tickets to the event, you agree to assume all risk associated with COVID-19 and agree to release, waive, discharge, and covenant not to hold responsible and/or sue the Event Organizer/Promoter, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by you or members of your group related to COVID-19 while attending the event or at any time after the event.

### **PURCHASING YOUR TICKETS**

The purchase of tickets on this site is subject to availability and subject to acceptance by the Event Organizer/Promoter.

The Event Organizer/Promoter uses its best efforts to ensure that the prices of tickets displayed are correct. It is always possible that, despite its best efforts, some tickets on this site may be incorrectly priced. If a pricing error is discovered, the Event Organizer/Promoter will contact Purchaser to inform you of this error. The Purchaser will have the option of continuing with the purchase at the correct price or cancelling your order for a full refund. If the Event Organizer/Promoter is unable to contact the Purchaser using the contact details provided during the order process, they reserve the right to treat your order as confirmed or cancel your order.

For certain events, ticket restrictions may apply. Where a restriction applies to a number of tickets that may be purchased (whether per person, per credit card or per household) and tickets are purchased in excess of this number, the excess tickets will be cancelled.

For successful transactions, a booking confirmation will be delivered via email to the Purchaser, or it is accessible via your ticket purchase account. This booking confirmation is not a ticket and does not permit entry. If you have not received your booking confirmation within 72hrs of your purchase, contact us at [sugarcreekmusichall.com](http://sugarcreekmusichall.com).

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Certain events may not be appropriate for children and an age restriction will apply. Please note that where age restrictions apply you will need to bring proof of age. Event Organizer/Promoter reserves the right to refuse entry to anyone who is under the applicable age.

Payment must be made by credit or debit card. We accept Visa and Mastercard credit and debit cards. Payment is taken in full at the time you place your order. Details of all fees, booking and/or administration charges and taxes, if any, payable for your tickets will be clearly set out during the purchase process. Fees may include a per-ticket fee, credit card charges and/or a fee per transaction that is non-refundable.

### **RECEIVING YOUR TICKETS**

A valid e-ticket will be issued and made available to the Purchaser via PromoTix.

### **RESELLING YOUR TICKET**

Tickets purchased from an unauthorized ticket seller or ticket scalper is strictly prohibited and the Event Organizer/Promoter reserves the right to cancel such tickets without compensation and/or refuse entry to the event.

Your ticket may not be resold or offered for resale at face value or at a premium over the face value of the ticket (including via online auction sites) or used for advertising, promoting or other commercial purposes (including competitions, contests, and trade promotions) or to enhance the demand for other goods or services either by the original purchaser from the event organizer/promoter or any subsequent ticket holder. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the ticket holder may be refused admission. Event Organizer/Promoter reserves the right to blacklist Purchaser if Purchaser is found to be reselling ticket(s) in breach of these terms and conditions.

### **REFUND, EXCHANGES & REPLACEMENTS**

Once confirmed, no cancellation, refund or exchange is allowed. Event Organizer/Promoter will only offer a refund or exchange of tickets if an event is cancelled, rescheduled, or significantly relocated by the Event

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Organizer/Promoter (and you cannot or do not wish to attend the rescheduled or relocated event). You must apply for a refund within the stipulated refund period announced by the Event Organizer/Promoter. Event Organizer/Promoter will not offer refunds or exchanges as a result of a change in your personal circumstances. Ticket refunds amount excludes ticket fee, processing fee, service charges and credit card charges.

If an event is cancelled, rescheduled, or significantly relocated by the Event Organizer/Promoter all liability is limited to the amount for which the ticket was purchased (excluding per ticket fee, booking fees or credit/debit card charges). Proof of purchase may be required for any refund or exchange. Event Organizer/Promoter will not be liable for any other losses incurred by Purchaser as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.

In order to claim your refund, Purchaser will be required to fill out a refund request form, which will be made available by contacting our customer service. Refunds will only be processed upon receipt of a fully completed refund request form.

Event Organizer/Promoter will only replace lost, stolen, damaged or destroyed tickets if the authenticity of the tickets can be verified, including proof of purchase, and if you give reasonable notice before the event. Event Organizer/Promoter may charge a fee for the replacement of tickets and reserves the right to not replace tickets where seating is unallocated or for general admission tickets.

Refunds will be automatically processed to the credit card originally used for purchase if the transaction made is within 6 months.

### **CANCELLATION, POSTPONEMENT AND/OR CHANGES TO YOUR EVENT**

Event Organizer/Promoter reserves the right to add, withdraw, reschedule, or substitute artists and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories), and audience capacity without compensation to the ticket holder.

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Under current health protocols related to Covid-19, the Event Organizer/Promoter reserves the right to reassign Purchaser's seat. Similarly, General Admission or Free-Standing tickets may be reassigned as reserved seating tickets, if required, in accordance with physical distancing guidelines.

### **AT THE VENUE**

Please ensure you arrive on time. Whilst every effort will be made to admit latecomers at a suitable break in the event, admission cannot always be guaranteed after the event has started to avoid interruption to the performer and other ticket holders.

NO refund/compensation will be given to a latecomer who is allowed entry into the performance hall/event venue at any time after the event/performance has started.

Please keep your ticket safe as you will be required to produce it to gain entry to the event. You will also be required to produce your ticket upon request for inspection at any time. Failure to do so may result in you being ejected from the venue. Your ticket is your responsibility.

In certain unavoidable circumstances, the Event Organizer/Promoter or the venue management may provide you with alternative seats. Any alternative seats assigned will be of equivalent value.

Professional photography, videography and/or audio recordings of any kind is not permitted. Laser pens and food and drink (not purchased at the venue) may also be prohibited (please check entry policies and guidelines with Event Organizer/Promoter before event date).

All ticket holders may be subject to security checks, body/bag scans at all entry points into the event/performance venue.

You agree that the event for which you purchased tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of

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privacy regarding your actions or conduct at the event. You irrevocably grant permission to the Event Organizer/Promoter and to each of our designees, licensees, successors and assigns, including without limitation event and program sponsors, advertisers, and marketing partners, to and to own, license, assign and/or otherwise utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmissions, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during, after or unrelated to a performance) for any purpose, in any manner, in any medium or context now known or hereafter devised without further authorization from, or compensation to, you or anyone acting on your behalf.

You shall not bring into the venue or display or distribute (whether for free or not) at the event any sponsorship, promotional or marketing materials.

You may only leave and re-enter the venue during an event at the discretion of the event crew/staff. Otherwise, there will be no re-entry/re-admission or pass-outs of any kind.

If you are involved with abusive, threatening, drunken or other anti-social behavior at the event, or are carrying offensive weapons or illegal or prohibited substances you may be refused admission to or ejected from the venue without compensation or refund.

If you have purchased a ticket using a concession you will need to bring proof of identity and concession entitlement to the venue to gain entry.

Admission to the venue and the event is subject to the terms, conditions and regulations of the venue and the event management. Amongst other things, you will need to comply with health and safety rules and any security requirements. Any breach of the above may result in you being denied entry to the venue and you will not be entitled to a refund.