# M/FW TERMS AND CONDITIONS OF SALE AND ENTRY 2025

City of Melbourne (COM) (ABN 55 3702 192 87) provides ticketing services for Melbourne Fashion Week (M/FW). This including the sale and distribution of tickets via Humanitix (the current contracted ticketing agent for Melbourne Fashion Week the "Seller"). In providing these services, Humanitix owns and operates Humanitix.com (the "Site"). Please read these Terms and Conditions carefully before purchasing a ticket. By purchasing a ticket from Humanitix for M/FW, you agree to be bound by these Terms and Conditions. These Terms and Conditions relate both to the sale of tickets and attendance at events. These Terms and Conditions apply to both the original purchaser and any subsequent ticketholders ("you").

## **VARIATION TO TERMS AND CONDITIONS**

City of Melbourne (COM) may vary these Terms and Conditions at any time by updating them. Any variations will only apply to ticket purchases made after these Terms and Conditions have been updated.

## ADDITIONAL SELLER TERMS AND CONDITIONS

Each ticket is also sold subject to any additional terms and conditions of the COM for the particular event ("Seller's Terms"). The Seller's Terms may be disclosed as part of the event information on Humanitix's website at the time of purchase. The Seller's Terms are also available from Humanitix on request.

## **GENERAL TERMS AND CONDITIONS**

Humanitix acts as ticketing provider for the Seller in the sale of all tickets. As such, except as specified in these Terms and Conditions, all claims in connection with tickets or events are the sole responsibility of the Seller and, except to the extent required by law (including the Australian Consumer Law) Humanitix and the COM otherwise has no liability to you.

## 1. REFUNDS, EXCHANGES AND REPLACEMENTS

- M/FW and the COM will only offer a refund or exchange of a ticket if an event is cancelled, rescheduled or significantly relocated by the Seller (and you cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund within a reasonable time. M/FW and the COM does not offer refunds or exchanges as a result of a change in your personal circumstances.
- If an event is cancelled, rescheduled or significantly relocated by the Seller, all liability is limited to the amount for which the ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), neither Humanitix nor the Seller will be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.

- M/FW will only replace lost, stolen, damaged or destroyed tickets if the authenticity of the ticket can be verified, including proof of purchase, and if you give reasonable notice before the event. M/FW may charge a reasonable fee for the replacement of tickets. M/FW may not replace tickets where seating is unallocated (general admission tickets).
- You should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements for attendance at an event.

## 2. VARIATIONS TO PERFORMANCES OR EVENTS

The Seller 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.

# 3. CONDITIONS OF ENTRY

Admission to an event is subject to the Seller's Terms. In particular, the following form part of the Seller's terms unless otherwise specified:

- You may be denied entry into, or removed from, an event where the Seller has reasonable grounds to do so, including if you breach these Terms and Conditions or the Seller's Terms, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event by others.
- If you arrive late, you may not be admitted until a suitable break in the event and/or may have to forfeit the predetermined seat location or the event altogether if the show has commenced.
- You may not be permitted to take into the event, or use, professional cameras, photographic or recording equipment without a valid M/FW 2025 Media Pass.
- You may be required to submit to a search of your person and/ or possessions before entering the event.
- As per the Liquor Control Reform Act 1998, minors are not permitted to consume alcohol. Parents/Legal Guardians attending COM events, accompanied by minors, must take responsibility in enforcing this law.
- The COM will be taking photographs and video footage at M/FW 2025. Patrons attending this event may be captured in photographs and/or video footage. The COM will use the photographs and video footage collected for this event for a wide range of communication purposes. This many include publication on the COM websites, social media pages, posters, newsletters, television and/or other promotional material.

The COM's partners and affiliates may also use the photography and video footage. The photographs and video footage will be used and retained for as long as the COM has a legitimate use for them in accordance with the Public Records Act 1973. If you do not want your photographs or video footage of you and/or children to be used for these purposes, please contact the COM Events Marketing team on (03) 9658 9658.

#### 3. AUTHENTICITY AND VALIDITY OF TICKETS

- Entry to an event may be refused if the authenticity or validity of a ticket is questionable, including because the ticket has been damaged or defaced in any way, or has not been purchased from an authorised point of sale. M/FW authorised ticketing provider is Humanitix.
- Tickets may not, without the prior written consent of the Seller, be resold or offered for resale at a premium (including via on-line auction or other unauthorised resale sites). If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the ticketholder may be refused admission. M/FW will use reasonable efforts to notify you of such action. SCALPING WARNING: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

## 4. COLLECTION AND DELIVERY OF TICKETS

- All tickets are electronic tickets unless otherwise specified. Delivery of tickets by email may be delayed in some circumstances to prevent ticket scalping.
- Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and at the event.
- M/FW accepts the Companion Card. Companion Tickets cannot be used without the Companion Card owner being present. For further information refer to

https://www.companioncard.vic.gov.au/how-do-i-use-my-card

# 5. SYSTEM ERRORS

• While M/FW and COM take all reasonable care to ensure that tickets are correctly priced and only available for sale when intended, sometimes errors may occur. M/FW may cancel an order made as a result of any such error, although in the case of a pricing error M/FW will endeavour to contact you to give you the option of purchasing the ticket at the correct price.

# 6. CUSTOMER ERRORS

• If an error on your behalf results in M/FW reprocessing the ticket transaction at your request, M/FW may charge to you the actual costs incurred in reprocessing the ticket transaction, including any chargeback or postage fees charged to M/FW by a third party.

## 7. PRIVACY

The Humanitix privacy policy is available at: https://console.humanitix.com/public/pdfs/humanitix\_privacy \_policy.pdf

Humanitix do not store your credit card details other than your last 4 digits and expiry date.

## 8. COLLECTION NOTICE

- Personal Information is any information that could identify you or another individual in connection with your ticket purchase. The Personal Information we collect includes names, billing addresses, mailing addresses, email addresses and phone numbers. We also retain other Personal Information in connection with your online account such as purchase history and payment records. The collection of this Personal Information is a requirement to book our events
- When making a booking you will also be asked whether you seek
  access services in connection with your booking. Recording a
  request for access services could indirectly disclose Health
  Information about you or another individual. The recording of a
  request is required to receive our access services. We do not ask you
  to provide reasons for requesting access services. We collect your
  Personal and Health Information for the purpose of providing you with
  our services in connection with booking and attending our
  performances.
- The Personal, Health and Sensitive Information collected is stored by Humanitix in electronic form on a secure server hosted locally in Sydney Australia. These are owned and operated by third parties ensuring secure communication between your browser and their server. The Personal, Health and Sensitive Information will not be used or disclosed for any other purpose without your consent. Please refer to the Humanitix privacy policy for more information. https://static.humanitix.com/pdfs/privacy\_and\_cookie\_policy.pdf
- Where you have opted-in to stay up to date on the latest news, events and exclusive offers from the event host, this infers the City of Melbourne, the venue and promoter. Your name and email address will be subscribed to the M/FW mailing list to receive information about our events. In addition, City of Melbourne will provide your name and email address to the venue and promoter for the purpose of their organisation sending you future marketing or promotional offers for their events. Should you no longer wish to be notified of events and activities, you may unsubscribe by following the link in your newsletter. The City of Melbourne will not disclose your information to any other external party without your consent, unless required or authorised by law. The City of Melbourne's privacy policy is available at http://www.melbourne.vic.gov.au/about-council/governance-transparency/policies-protocols/pages/information-privacy-policy.aspx.

# 9. GENERAL

The term "including" when used in these Terms and Conditions is not a term of limitation. By purchasing a ticket to a M/FW event, you are agreeing to the above terms and conditions of sale and entry.

E: mfwticketing@melbourne.vic.gov.au melbourne.vic.gov.au/mfw