

TERMS & CONDITIONS

Introduction

FRINGE WORLD Festival and Fringe Fund are initiatives of ARTRAGE Inc. ARTRAGE is a not for profit registered charity and the incorporated body that enforces the following Terms and Conditions.

ARTRAGE may vary these Terms and Conditions at any time. Any variations become effective on posting. By making a purchase after the Terms and Conditions have been varied, you agree to be bound by the variation.

Please read these Terms and Conditions carefully before confirming your purchase. By making a purchase you agree to the following Terms and Conditions, and any variations as per the above. Please read these Terms and Conditions in conjunction with the ARTRAGE [Privacy Policy](#).

Failure to comply with these terms and conditions, does not qualify the ticket holder to a refund of any sort.

Contact Details:

89 Melbourne St, Northbridge WA 6003

Phone: 61 8 9227 6288

hello@fringeworld.com.au

www.fringeworld.com.au

www.fringefund.org

ABN: 90 649 491 963

Payment Options

ARTRAGE accepts the following cards for transactions:

- Visa
- Mastercard

We do not accept AMEX or Diners Club Cards.

Please be advised that your credit card statement will show “ARTRAGE (EWAY) NORTHBRIDGE” when your payment is pending and “Fringe World Northbridge” when your payment is confirmed.

Gift Vouchers

The following Terms and Conditions apply to all FRINGE WORLD Gift Vouchers:

- FRINGE WORLD Gift Vouchers are valid from the date of issue to the expiry time at AWST 23:59 on Sunday 14 February 2021. Balances remaining on Gift Vouchers after this expiry time will be forfeited and are not further redeemable.
- FRINGE WORLD Gift Voucher denominations are in Australian Dollars.

- FRINGE WORLD Gift Vouchers are not redeemable for cash either in whole or part of the voucher value.
- FRINGE WORLD Gift Vouchers are valid for FRINGE WORLD ticket purchases and FRINGE WORLD Friends subscriptions (subject to availability).
- Terms and Conditions for FRINGE WORLD tickets apply to all purchases made using FRINGE WORLD Gift Vouchers.
- Prior to the expiry time, FRINGE WORLD Gift Vouchers can be redeemed online at fringeworld.com.au, through the FRINGE WORLD Festival app, over the phone during business hours or in person at any FRINGE WORLD Box Office. Purchases are subject to relevant fees associated with FRINGE WORLD purchases.
- FRINGE WORLD Gift Vouchers cannot be used to purchase tickets for sale at the venue door or on any other website other than www.fringeworld.com.au.
- FRINGE WORLD Gift Vouchers can be used as part payment for FRINGE WORLD tickets. The outstanding difference between the Gift Voucher value and purchase amount must be paid at the time of booking with a valid credit/debit card or another FRINGE WORLD Gift Voucher.
- Where the total value of a Gift Voucher is not redeemed in one transaction, remaining funds will be carried over and may be used toward another purchase prior to the Gift Voucher expiry time.
- The 16-digit gift voucher number must be used to redeem the voucher.
- FRINGE WORLD does not accept any responsibility for lost or stolen FRINGE WORLD Gift Vouchers.
- When purchasing a FRINGE WORLD Gift Voucher if postal delivery option is selected and then the voucher is sent digitally through the FRINGE WORLD website, the voucher will no longer be posted.

FRINGE WORLD Friends

- FRINGE WORLD Friends subscriptions are valid from the date of purchase until 30 September 2021.
- FRINGE WORLD Friends subscriptions are non-transferable and applicable to the individual that purchased the subscription only.
- FRINGE WORLD Friends subscriptions are non-refundable.
- Benefits of the FRINGE WORLD Friends program are reviewed annually at the discretion of FRINGE WORLD and are subject to change.
- The allocation of tickets available through the FRINGE WORLD Friends Frenzy 30% off ticket offer is limited and subject to availability. Friends Frenzy tickets will be available to purchase from 12 November 2020 to 14 February 2021.
- Additional sessions with Friends Frenzy tickets may be made available at any time between 12 November 2020 and 14 February 2021.
- Friends Frenzy tickets offers are only available on selected shows, and ticket limits are at the individual event, artist or production company's discretion. It may be possible to still purchase tickets for a show's performance at full price even though the Friends Frenzy offer allocation has sold out.
- To purchase Friends Frenzy tickets on the website or through the FRINGE WORLD app, you must be logged in with the email address associated to your FRINGE WORLD Friends account.
- Our standard Terms and Conditions and the FRINGE WORLD Ticketing Exchange and Refunds policy listed above applies to Friends Frenzy tickets.

- The number and type of event(s) with ticket(s) available for Early Release to Friends prior to the Festival program launch day to the general public (17 November 2020) is at the discretion of FRINGE WORLD Festival and subject to change.
- There is a limit of one (1) Skip the Line MultiPass per FRINGE WORLD Friends subscription.
- The Skip the Line MultiPass is only valid for ticketed events within The Woodside Pleasure Garden and Girls School. FRINGE WORLD reserves the right to make exclusions to this policy without prior notice and to restrict, limit or cap the number of Friends that are allowed to use a Skip the Line MultiPass to gain entry to a session(s).
- The Skip the Line MultiPass is a digital pass available through the Subscriptions tab in the app or on the FRINGE WORLD website. Showing this Pass upon entry to the venue enables the bearer and one (1) guest to skip the line at a show. If the bearer or guest is under the age of 18 please check www.fringeworld.com.au for venue age restrictions. Entry to performance areas is also subject to the event rating.
- The Skip the Line MultiPass is not redeemable for cash.
- FRINGE WORLD reserves the right to make alterations to the Friends program and its benefits from time to time and without prior notice.

Please contact friends@fringeworld.com.au or phone 08 9227 6288 for assistance with your FRINGE WORLD Friends account.

Ticket Purchases

All ticket prices and other charges are subject to change without notice. All ticket prices are in Australian dollars. Items marked with an asterisk (*) include GST. If an error in ticket pricing occurs, ARTARGE may cancel and refund your ticket sold at the incorrect price.

Tickets are sold through www.fringeworld.com.au, the FRINGE WORLD Festival App, over the phone and the FRINGE WORLD Box Offices on behalf of the organisation and/or artists responsible for presenting the event. Tickets sold are subject to the conditions applicable to that event and/or the venue where presented.

ARTARGE can only assist with tickets purchased through the FRINGE WORLD Festival website, app, over the phone or at a FRINGE WORLD Box Office. Where tickets have been purchased through an alternative ticketing agency, all contact should be directed to that agency.

In some circumstances, FRINGE WORLD venues may offer sales at the door of the venue prior to an event start time, subject to availability.

Discounted Tickets

FRINGE WORLD and/or the promoter reserves the right to offer discount or promotional tickets. Not all discounted tickets will be available at all times. Only one valid discount can be applied per transaction. Purchases made at a higher price cannot be changed for the discounted price under any circumstances.

When purchasing discounted tickets associated with a FRINGE WORLD Friends subscription, the customer must be logged in with their valid FRINGE WORLD

Friends customer account. Refunds or exchanges will not be given for failure to login with a valid FRINGE WORLD Friend account.

Where a promotional code is required for discounted tickets, this must be applied at time of purchase.

Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and at the venue.

Ticket Resale

Tickets should only be purchased through an authorised FRINGE WORLD ticketing outlet. ARTRAGE will not be held liable in the event an unofficial ticket is purchased through an unauthorised ticketing outlet. ARTRAGE has the right to refuse entry into the event and to cancel any tickets that have been re-sold or unofficially distributed at their discretion without refund.

Tickets may not, without prior written consent from ARTRAGE, be resold, offered as a prize or used for advertising or other promotional use including resale at a premium rate. Use of tickets in a manner which breaches any of these terms and conditions may lead to refused entry into the event and the ticket being cancelled without refund.

If the tickets purchased are gifted, the recipient is bound by these Terms and Conditions.

Ticket delivery, collection, and e-ticket

When purchasing your tickets, if you supply a working email address an order confirmation email which acts as your e-ticket for entry into the event will be emailed to you following the completion of your payment transaction(s). If this order confirmation email is not received, you should check your junk/spam folder or contact ARTRAGE. You can also view your ticket purchases by logging into your account on fringeworld.com.au or the FRINGE WORLD Festival app.

If collecting your tickets from a FRINGE WORLD Box Office or Self Collect ticket printer, FRINGE WORLD recommends allowing at least 30 minutes prior to the start time of all events. FRINGE WORLD is not responsible for any failure to attend an event on time due to delays of any kind, including a delay in ticket collection. FRINGE WORLD Box Office and Self-Collect ticket printer locations and opening hours can be found on www.fringeworld.com.au. Only tickets purchased from fringeworld.com.au or FRINGE WORLD Festival app and paid by credit/debit card can be collected from a Self-Collect ticket printer. To use a Self-Collect ticket printer, the credit/debit card used to purchase your ticket is required and all unprinted tickets linked to your credit/debit card will be printed upon use.

You can select to pay a fee and have your tickets posted to you when purchasing your tickets on www.fringeworld.com.au and all tickets within the order are a minimum of 10 business days in advance of the event. Postage is not available when purchasing tickets through the FRINGE WORLD Festival app. ARTRAGE recommends the use of registered post. ARTRAGE takes no responsibility for lost,

stolen or unreceived tickets during the delivery process and ARTRAGE has the right to refuse the re-issue of tickets. Tickets sent by registered mail can be tracked online via www.auspost.com.au. When collecting tickets sent by Registered Post from a Post Office, a signature and identification will be required. There is no right to refund on the postage fee if tickets are not received in the post.

Ticket entry into events

Some venues will require you to show your QR code for scanning for entry into the event. Your QR code can be found in your planner on the FRINGE WORLD Festival app, at the top of your order confirmation email or on your printed ticket. Some venues will not scan your QR code but will require this proof of purchase.

Booking Fees

All FRINGE WORLD tickets include a booking fee which is included in the advertised price.

Ticket Price	Booking Fee
\$0.01 - \$16.00	\$3.00
\$16.01 - \$21.00	\$4.00
\$21.01 - \$26.00	\$5.00
\$26.01 - \$36.00	\$5.50
\$36.01 - \$46.00	\$6.00
\$46.01 - \$56.00	\$6.50
\$56.01 and over	\$7.00

Online Transaction Fee

All transactions processed on the FRINGE WORLD website and app will attract a \$2.20 online transaction fee.

GST

All tickets priced under \$60 are GST free, unless otherwise stated.
All tickets priced \$60 and over are GST inclusive, unless otherwise stated.
Where tickets are priced and sold as a package, the above applies to the average per ticket price.

Fringe Fund Donations

A donation of \$1 is automatically added to the cart when making a purchase via the FRINGE WORLD Festival website or app. You can choose to remove this donation prior to payment.

This donation goes to the Fringe Fund to help artists shine through a range of support, development and presentation opportunities. Fringe Fund is an initiative of the Not-For-Profit cultural organisation and registered charity Artrage Inc. which produces the FRINGE WORLD Festival. To find out more about the Fringe Fund visit <https://www.fringefund.org/>.

Refunds and Exchanges

- Without limiting your statutory rights under Australian Consumer Law, there is no right of refund or exchange on tickets, unless the event is cancelled. In the event of a session cancellation, ARTARGE will provide a refund of the ticket price paid to tickets holders.
- Before purchasing tickets, carefully review the event/session/price details. Incorrect selection of tickets does not entitle the purchaser to a refund or exchange.
- A change in personal circumstances or a change of mind does not entitle the ticket holder to a refund or exchange on a ticket.
- Dislike or dissatisfaction of an event does not entitle the purchaser to a refund or exchange.
- FRINGE WORLD and/or the Presenter reserve the right to add, withdraw or substitute artists or vary advertised events, ticket prices, audience capacities or seating arrangements and make other variations as required at any time.
- ARTRAGE reserves the right not to refund lost or stolen tickets.
- ARTRAGE reserves the right not to offer a refund where a valid receipt is not presented.
- ARTRAGE reserves the right to, without refund, refuse admission to, or eject, any person in accordance to all conditions outlined within all relevant FRINGE WORLD Festival Terms & Conditions. Should entry be declined, ARTRAGE will not provide a refund for the purchase of tickets.
- Late arrival to an event may result in non-admittance. In limited circumstances late arrivals may be permitted when there is a suitable break in the performance. Should entry be declined or delayed, ARTRAGE will not provide a refund or exchange.
- If tickets have been purchased through an alternate ticketing agency, the customer should contact that ticketing agency for their refunds and exchange policy.

Cancellation Policy

If an event or session is cancelled no obligation is assumed by ARTRAGE for arranging a substitute event.

In the event of a cancellation, ARTRAGE will undertake reasonable measures to contact ticket holders as soon as possible. ARTRAGE collects your personal information in case of an event cancellation or change. If you fail to supply sufficient and appropriate contact information, ARTRAGE is not responsible for failure to notify you. If you did not supply your contact details when making the purchase, you will need to get in touch with us via hello@fringeworld.com.au to receive a refund.

In the event of a cancellation, ARTRAGE will provide a refund of the ticket price paid to the original ticket purchaser. If you paid by Gift Voucher, your refund will be returned to another voucher. You will receive this new voucher number by email and the new voucher can be used to purchase other tickets before the Gift Voucher expiry time.

Tickets purchased at a FRINGE WORLD Box Office location will be refunded by a bank transfer.

Venue Conditions

Standard Conditions of Entry

The following conditions apply to venues and festival sites managed by FRINGE WORLD including, but not limited to, The Woodside Pleasure Garden at Russell Square, Girls School at 2 Wellington Street, Perth. Independent venues may have conditions of entry separate and/or in addition to those detailed below. It is the responsibility of ticket holders to ensure they are aware of all event and/or venue conditions and restrictions prior to purchasing any tickets. Refunds will not be awarded to ticket holders failing to ensure they comply with all event and/or venue conditions. Event and venue information can be found on www.fringeworld.com.au.

- Admission to an event is at the discretion of FRINGE WORLD Venue Management.
- FRINGE WORLD Venue Management reserve the right to refuse admission to, or eject, any person who appears to be intoxicated or under the influence of illicit substances, whose conduct is deemed to be disorderly, who uses vulgar or abusive language, or who otherwise fails to comply with FRINGE WORLD's or the venue's Terms and Conditions.
- FRINGE WORLD may impose additional conditions in relation to entry to, or attendance of, a particular event.
- For licensed venues managed by FRINGE WORLD, patrons must be over the age of 18 (or accompanied by a Parent or Legal Guardian). Patrons must be able to show valid photo ID upon entry. Failure to produce such ID will result in the refusal of entry. FRINGE WORLD accepts the follows forms of ID as proof of age:
 - a current Australian driver's licence with a photograph;
 - a current passport with a photograph;
 - a current Australian learner driver permit with a photograph; or
 - a current Australian State or Territory issued Photo Card
- Specific age restrictions may be imposed on select events and/or venues that differ from the restrictions imposed on the wider FRINGE WORLD site. Valid photographic ID may be requested by FRINGE WORLD staff upon entry.
- The admittance of minors (persons under the age of 18 years) is subject to meeting the conditions of the FRINGE WORLD Minors Policy. The refusal of entry of minors is at the sole discretion of FRINGE WORLD and its contracted agents.
- It may be a condition of entry to particular events that a search of person and/or possessions is required at the time of the entry to the venue.
- Some venues may have restrictions on the sale, possession or consumption of alcohol and/or smoking.
- No drugs, weapons, food, glass containers, specified prohibited items or lasers may be taken into any venue.
- Patrons may not engage in offensive or inappropriate behaviour at any event, including but not limited to wearing or otherwise displaying any commercial, political or religious signage or logos that may reasonably cause offence.
- Entry may be refused if tickets are damaged or defaced in any way.
- Latecomers, where entry to an event may affect the delivery of said event, may be refused entry at the discretion of FRINGE WORLD. It is the responsibility of the ticket holder to arrive at a venue with enough time to account for the correct

admittance requirements to an event. No refunds will be granted for refusal of entry to an event due to late arrival.

- No audio or video recorders (including mobile phones) may be used without the prior written permission of FRINGE WORLD. A breach of this condition may lead to the confiscation of all equipment and/or the removal of the patron from the venue.
- FRINGE WORLD reserves the right to video, photograph, broadcast or telecast the event. By entering a FRINGE WORLD Hub or purchasing a ticket, you grant permission to FRINGE WORLD to utilise your image, likeness, actions and statements in any live or recorded audio, video, or photographic display made of, or at, the event in any medium or context without further authorisation or compensation.
- FRINGE WORLD takes no responsibility for loss or damage to personal property at any time.
- Without prejudice to any other rights which FRINGE WORLD may have, if you contravene any of these Terms or Conditions, you may:
 - be refused entry to, or removed from, the venue;
 - have your ticket confiscated and/or cancelled without refund or recompense; and
 - be disqualified from purchasing tickets for or entering in to other events.
- In the event that you are refused entry to an event for any reason in accordance with these conditions of entry, no refund will be given.
- If you conduct yourself in a way that disrupts the Festival, its artists or other patrons you will be politely asked to move on from the venue. The right to decide what conduct is deemed disruptive is at the sole discretion of FRINGE WORLD.

Event Ratings and Content Warnings

All events are self-rated by the Artists/Presenters and FRINGE WORLD does not take any responsibility for an incorrect rating, or unsuitability of an event. Some venues may also have age restrictions in addition to the event rating.

Dissatisfaction with the content or rating of an event does not entitle the customer to a refund.

Every effort has been made to ensure the accuracy of the program and its details, however event details, content warnings and ratings are subject to change at any time.

Fringefeed Content

We do not guarantee that any Content you access on Fringefeed is or will continue to be accurate. The reviews listed on Fringefeed are the opinions of their authors and do not reflect the views of FRINGE WORLD Festival.

Use of Information

If you upload or otherwise provide any information or content ("User Content") in the course of accessing or using Fringefeed, you agree that such User Content will be available to ARTRAGE to use in any manner we think fit, subject to applicable provisions of any legislation including (without limitation) privacy legislation. You agree that you will not upload or otherwise provide any User Content which:

- is defamatory, fraudulent, unlawful, threatening, intimidating, harassing, inappropriate, harmful, hateful, abusive, tortious, obscene, invasive of another's privacy, sexist, racist, violent, degrading;
- infringes the intellectual or other proprietary interests of third parties;
- contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Site or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the Site or otherwise breaches or encourages other users to breach these Terms and Conditions;
- violates any law, statute or regulation;
- forges information to disguise the origin of any User Content; or
- encourages or incites any other person to engage in any of the above behaviour.

You grant ARTRAGE a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise and use the User Content (and all intellectual property rights contained therein), in all media now known or not currently known. You also waive any moral rights or similar rights you may have or may acquire in the future in that User Content in our favour.

You agree that ARTRAGE may remove any User Content that breaches any of the above or that ARTRAGE deems unsuitable for the purpose of Fringefeed.

Limitation of Liability

To the extent permitted by law, FRINGE WORLD shall have no liability to you beyond the face value of the ticket purchased plus booking fees.

FRINGE WORLD shall not be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to the event that have been arranged by you are undertaken at your own risk.

FRINGE WORLD takes no responsibility for loss or damage to personal property at any event, venue or FRINGE WORLD site.

Injury at Events

To the extent permitted by law, FRINGE WORLD disclaims all liability for any injuries caused at events. Although reasonable measures are taken by FRINGE WORLD to protect audience members, injury can occur. If injured or distressed, immediately ask an usher or FRINGE WORLD Team member for assistance or directions to a medical station or contact emergency services.

By purchasing a ticket, you acknowledge and accept these Terms and Conditions in your personal capacity, the capacity of any person in which tickets are intended for and on behalf of any accompanying minor.

Law and Jurisdiction

The provisions of these Terms and Conditions are governed by the laws of Western Australia.

Privacy Policy

The FRINGE WORLD Privacy Policy is incorporated into these Terms and Conditions and applies to all sales, and can be found here: <https://www.fringeworld.com.au/privacy-policy>

Support and Further Information

If you require further assistance, please email hello@fringeworld.com.au.

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